

**AGREEMENT BETWEEN**  
**BOARD OF EDUCATION, BUNKER HILL SCHOOL DISTRICT #8**  
**AND**  
**BUNKER HILL EDUCATION ASSOCIATION - IEA-NEA**  
**2021-2025**

**September 2021**



INDEX

Article 3	I	Recognition	Page
Article 4	II	Negotiations Procedure	Page
Article 5	III	Grievance Procedure	Page
Article 8	IV	Employee and Association Rights	Page
Article 12	V	Employee Evaluation and Personnel File	Page
Article 21	VI	Seniority	Page
Article 24	VII	Leaves of Absence	Page
Article 31	VIII	Working Conditions Certified Staff	Page
Article 35	IX	Working Conditions ESP Personnel	Page
Article 41	X	Salary & Fringe Benefits - Certified	Page
Article 44	XI	Salary & Fringe Benefits ESP Personnel	Page
Article 50	XII	Employee Discipline	Page
Article 52	XIII	Staff Reduction ESP Personnel	Page
Article 53	XIV	Retirement	Page
Article 55	XV	Effect of Agreement	Page
Appendix A 57		Teachers Salary Schedule	Page
Appendix B		Non-Certified Employee Salary Scale & Teacher Aide Salary	Page 61





**ARTICLE I**  
**RECOGNITION**

1. The Board of Education of School District Number 8, Bunker Hill, Illinois, hereinafter referred to as the "Board", hereby recognizes the Bunker Hill Education Association IEA/NEA, hereinafter referred to as the "Association", as the exclusive and sole negotiation agent for all regularly employed full and part-time certificated teaching personnel and all full and part-time regularly employed non-certified school support personnel including library clerks, custodians, maintenance personnel, teacher aides, lunchroom monitors, bus drivers, bus mechanics, bus aides, cooks, secretaries, and cashiers. Specifically excluded from the bargaining unit are the Superintendent, Principals, Assistant Principals, half time Assistant Principals, Superintendent's secretary, bookkeeper, Supervisor of Transportation and Building and Grounds, Head Cook, Technology Coordinators, any substitute personnel, and any personnel replacing a member of the bargaining unit on an approved leave of absence and other full-time administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discharge, or discipline other employees or having the responsibility to make other recommendations.

1.2 Regularly employed part-time teachers shall be included in the bargaining unit, but their salaries and benefits shall be based on their fractionalized employment status. The Board shall pay the insurance premium as stated in this Agreement for teachers who work on average thirty (30) hours per week.

1.3 Part-time Employees - Non-Teacher Employees

Regularly employed part-time employees hired after April 13, 1987 under contract with the Board shall be included in the bargaining unit, but their salaries and benefits shall be based on their fractionalized employment status. For the purpose of this Agreement, an employee is considered working on a full-time basis if he/she works at least six (6) hours per day; five (5) days per week, and thirty-five (35) weeks per year. Any employee who regularly worked and was a member of the bargaining unit prior to August 15, 1988 will receive insurance benefits as a full time employee.

1.4 The Board agrees not to negotiate with any employees' organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any employee individually during the duration of this Agreement on matters subject to negotiations.

1.4.1 For placement on the salary schedule, newly hired teachers will be given full credit for their level of education, and be given full credit for years of public school teaching experience, up to seven (7) years.

5. Benefits except insurance derived under the terms of the Agreement shall be prorated commensurate with the level of employment for part-time teachers.

**ARTICLE II**  
**NEGOTIATIONS PROCEDURE**

1. The parties shall commence bargaining for a successor agreement after February 1 and before June 1 of the year this Agreement expires.
- 2.2 It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares impasse. Should FMCS be unavailable, the parties shall commence discussions as to a replacement within (3) three working days. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

1. Definitions

3.1.1 A grievance is a claim by the Association, employee, or group of employees involving an alleged violation, misinterpretation, or misapplication of the terms of this agreement.

3.1.2 All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

3.1.3 Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of the Agreement.

3.2 Procedures

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. If requested by the employee, a local Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee, a grievance may be processed as follows:

3.2.1 Step 1: The employee or the Association must present the grievance in writing to the immediate supervisor. The written grievance shall be submitted no later than fifteen (15) days after the occurrence giving rise to the grievance and shall include the following items: date,



time, and circumstances resulting in the grievance, article and clause of this Agreement alleged to have been violated and the remedy sought. The immediately involved supervisor will arrange for a meeting to take place within (10) ten days after receipt of the grievance. The Association representative, the grievant, and the immediate supervisor shall be present for the meeting unless grievant requests that representative not be present. Within (10) ten days of the meeting, the grievant shall be provided with the supervisor's written response.

3.2.2

Step 2: If the grievance is not resolved at Step 1, then the Association may refer the grievance to the next higher supervisor within (10) ten days after the grievant's receipt of the immediate supervisor's response. The next higher supervisor shall notify the aggrieved employee and the School Board of his decision in writing within (10) ten days of receipt of the grievance.

3.2.3 Step 3: If the Association is not satisfied with the disposition of the grievance at Step 2, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) days of the date for the Step 2 answer, then the grievance shall be deemed withdrawn.

3.2.3.1 Each party shall bear the full costs for its representation in the grievance procedure.

3.2.3.2 If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union.

3.2.3.3 The arbitrator, in his opinion, shall not amend, modify, nullify,

ignore or add to the provisions of this agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the Board and the Association, and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

3.3 Bypass to Superintendent

If the Association and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

3.4 Bypass to Arbitration

If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.

3.5 Class Grievance

Class grievance involving one or more employees or one or more supervisors may be initially filed by the Association at Step 2.

3.6 No Reprisals Clause

No reprisals shall be taken by the Board or by Administration against any employee because of the employee participation in a grievance.

3.7 Release Time

Any investigation, handling or processing of any grievance by the Association or grievant shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff are not interrupted. If the grievance process arbitration hearing requires the presence of the grievant, he/she shall be released from his/her assigned duties without loss of salary or benefits. The employee whose presence is required shall be released from his/her duties so that the instructional program (and/or work activities) is least affected.

3.8 Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the employees.

### 3.9 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

### 3.10 Fees and Expenses

The fees and the expenses of the arbitrator shall be shared equally by the parties.

### 3.11 No Written Response

Failure of an employee or Association to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent.

## **ARTICLE IV EMPLOYEE AND ASSOCIATION RIGHTS**

### 4.1 Right of Representation

When an employee is required to appear before the Board or the Superintendent concerning any matter which could adversely affect the employee's employment, the employee shall be entitled to have a representative of the Association present. Further, when an employee is required to appear before the Board, the employee shall be advised in writing of the reasons for the requirement.

### 4.2 Association's Right to Use School Facilities

The Association may utilize school facilities and specified equipment when approved by the appropriate administrator and in accordance with the following terms:

4.2.1           Equipment: All present and future communication devices, duplicating equipment, phones and faxes for non-toll calls, the bulletin board in the teachers' lounge, and school mailboxes.

4.2.2           The Association shall have the right to use the school buildings for meetings at a time when school is not in session provided that such meetings do not interfere with instructional and/or extra-curricular programs. All meeting areas shall be approved by the building principal or Superintendent.

Any activity by the Association shall be conducted so that instructional programs and related work activities are not interrupted. BHEA meetings are authorized on workshop days at the beginning and the end of the school year.

#### 4.3   Dues Deduction

The Board shall deduct from each employee's pay the current dues of the Association in nine (9) equal payments beginning with the September check, provided that the Board has an employee-executed authorization for continuing dues deduction, the amount of which shall annually be certified by the Association. The authorization form shall be furnished by the Association. The authorization shall remain in effect from year to year, except that the employee may revoke it between September 1 and September 15 of any year. Upon receipt of any revocation, the Board shall notify the Association in writing of the same. All dues deducted by the Board shall be remitted to the Association no later than ten (10) days after such deductions are made.

#### 4.4   Special Payroll Deductions

The Board shall allow and arrange for employees to enter into tax-sheltered annuity programs under the following conditions:

4.4.1           Employees shall be limited to two (2) authorization changes in the annuity program per year. Such changes can only occur in the months of January and September and the employee must inform the bookkeeper with at least ten (10) working days notice. Change shall be defined as enrollment or any change in the amount of money deducted at any time during the work year. Employees have the right to cancel a deduction at any time; however, once an employee cancels a deduction, he/she shall not be allowed to re-enroll in the program for the remainder of the fiscal year.

4.4.2           The Board shall have the authority to restrict the number of annuity programs to five (5) in number.

Any employee having more than five (5) annuity programs prior to this contract will be grandfathered in and allowed to retain their annuity programs.

#### 4.5 Board Agenda

During the regular school year, a copy of the agenda for all regular and special Board of Education meetings will be placed in the Association President's mailbox. During the summer months when school is not in session, a copy of the agenda for all regular and special meetings will be mailed to the Association President's address.

During the school year, the agenda and notices of committee meetings will be placed in the mailbox of the Association's President within 24 hours of the scheduled meeting or mailed when available during the summer months. The 24 hour parameter may be waived in cases of emergencies.

#### 4.6 Board Minutes - Association Copies

The Board shall provide the Association with copies of the agenda, bills, policies, financial report, related materials and minutes of all Board meeting.

The Board shall furnish a copy of the annual financial reports and audits, and any other public information at cost.

#### 4.7 Board Consultation - Association

The local Association shall be given the opportunity to consult with a committee of the Board and/or Administration and to make recommendations with respect to educational and work related matters prior to adoption.

Such consultation and recommendations are advisory only and not subject to the grievance procedure.

#### 4.8 Written Reprimand - Just Cause

No tenured teacher shall be issued a written warning which is placed in the teacher's personnel file except for just cause. Formal teacher evaluations are not subject to this Article and Section of the Collective Bargaining Agreement.

#### 9. Waiver of School Code

The Board of Education shall provide the President of the Association with written notice at least seven (7) days prior to the day the Board shall consider a waiver application of school code. The notice shall include the substance of the waiver

application.

#### 4.10 Use of Surveillance

The purpose of surveillance equipment is to secure the buildings and school grounds. Surveillance shall only occur in common areas including, among other locations, hallways, parking lots, grounds, cafeterias, and gymnasiums. The District will provide the Association with a list of the specific locations of the surveillance equipment. Surveillance equipment will not have auditory capacity.

Surveillance shall not be used in evaluating the performance of employees or to monitor their behavior or conduct. Surveillance equipment will not be used to observe certified or non-certified employees' performance, nor will it be accessed as documentation in the employee evaluation process.

Data from the surveillance equipment may be reviewed by the District's personnel in connection with investigations of suspected criminal conduct or security violations or incidents. Access to data involving District personnel will be limited to appropriate administrative personnel and police liaison officers. Such review will take place in the office of one of the parties listed above. If the review of data inadvertently reveals alleged incidents of employee misconduct, the following process will be followed:

- A) The Employee and the Association will be notified if the District intends to investigate the alleged employee misconduct incident. Such notification shall be in writing.
- B) The Association representative or the Employee's representative  
May review the data depicting the alleged employee misconduct.
- C) The Employee has the right to representation in all investigatory meetings regarding alleged misconduct unless the employee so declines.
- D) Any discipline that may be imposed against the Employee as a result of the misconduct investigation shall be in accordance with the applicable provisions in this Agreement.

- 1. Data from the surveillance equipment may be stored for up to thirty (30) calendar days unless there is cause to believe

that such data would document a criminal or security incident, in which case the data may be stored longer than 30 days.

2. At the time surveillance equipment is activated in each school building, all employees at that school shall be informed in writing of the use of the surveillance equipment and that notification shall be included as part of new employee orientation.
3. Student Teachers may be recorded as part of their program.

**ARTICLE V**  
**EVALUATION**

5.1 Evaluation Cycle

5.1.1 Requirements

- a. All non-tenured teachers shall be evaluated annually. The evaluation shall include at a minimum three observations, two of which must constitute formal observations. One observation must occur by December 15<sup>th</sup>. Each formal observation shall include a pre & post conference and last at least forty-five (45) consecutive minutes, one class period or for one complete lesson. Any mid-year hires will receive two observations, one of which must constitute a formal observation.
- b. Tenured teachers shall be evaluated at least once every two (2) years. The evaluation shall include at a minimum two observations, one of which must constitute a formal observation. There shall be at least one (1) formal classroom observation lasting at least forty-five consecutive minutes, one class period or for one complete lesson.

The date and time of formal observations will be mutually agreed upon by the principal and teacher during the pre-conference. Failure of the teacher to respond to the principal's request for a pre-conference by the requested date will result in the principal selecting the date and time of the observation.

If an emergency due to an excused absence arises and the evaluator and/or teacher is not available to complete the summative evaluation as stated above, the affected employees shall be notified of the possible delay in completing the formal evaluation.

The formal process is considered complete when



the teacher signs the evaluation form. Failure of the teacher to sign the form shall not invalidate the evaluation process. The ten (10) day written rebuttal (B.4) is not part of the formal process. Later observations, if desired by either party, shall be performed during a mutually agreed upon week.

- c. The summative evaluation of a teacher must include, but not be limited to: consideration of attendance, planning and instructional methods, classroom management, and competency in subject matter or other job proficiencies if the teacher does not have classroom teaching duties.
- d. The District form shall be used for each formal observation and summative evaluation and every domain and sub-domain shall be marked. An explanation of when, where, and what was observed is to be included in the remarks.
- e. If a teacher receives an unsatisfactory on any observation report, there shall be at least one (1) more observation made before the final summative evaluation is determined. If an unsatisfactory is marked in any domain or sub-domain, an explanation of when, where, and what was observed is to be included in the remarks. The scores on these separate evaluations need not be averaged.

5.1.2 Pre-conference

- a. The first formal observation of the school year shall be initiated by a pre-conference. The first formal observation shall take place at a time and date within ten (10) school days after the initial pre-conference between the observer and the teacher.

5.1.3 Post Conference

- a. The first formal classroom observation shall be concluded by a post conference which shall include a review of the observation. The post conference shall be held within ten (10) school days of the formal observation.
- b. The formal classroom observation shall be concluded by post conference. A written report shall be prepared and given to the teacher within

ten (10) school days after the post conference. The post conference shall be held within ten (10) school days after the formal observation.

The teacher may submit a written response to the formal observation of the evaluator. Such response shall be attached to the formal evaluation, (STAMPED TO INDICATE A REBUTTAL ATTACHED), and placed in the teacher's personnel file.

5.1.4 Outcome Possibilities

- a. An average of the four (4) major domains on the evaluation form determines the teacher's overall rating unless the teacher receives an unsatisfactory in one (1) of the major domains.
- b. A tenured teacher with an unsatisfactory in one (1) of the major domains receives an unsatisfactory overall rating and shall be recommended for remediation.
- c. A tenured teacher who receives an overall "Needs Improvement" rating shall develop a Professional development Plan (PDP) to be prepared within 30 days of receiving the rating. The PDP shall be developed by the Evaluator in consultation with the teacher.

5. Right to Respond

- a. A teacher may submit additional written comments to any written observation or summative evaluation prepared by an administrator and/or request a conference.
- b. Any written response made by the teacher within ten (10) school days of a post conference for an observation or summative evaluation shall be given to the administrator and attached to the observation or summative evaluation in the teacher's personnel file.

The teacher's written rebuttal shall be attached, (STAMPED TO INDICATE A REBUTTAL ATTACHED), before the formal evaluation is submitted by the principal to the Superintendent.

- c. The administrator will sign the response to acknowledge that he has read the contents and has

been provided a copy.

- d. The teacher shall receive a copy of any written material that is placed in his/her personnel file regarding any topic that could impact on any summative evaluations

## 5.2 Documentation

5.2.1 The teacher must be notified in writing of any incident that may be used for evaluation purposes within ten (10) calendar days after the principal is aware of the occurrence of the incident and given the opportunity to make a written response.

5.2.2 Information included in the written evaluation must be from direct observation or the result of the evaluator's investigation.

3. The above procedures are not intended to limit the right of the evaluator to utilize informal observations for considering the competency of any employee. If the evaluator commits an informal evaluation to writing, the teacher shall receive a copy of the informal evaluation and then have an opportunity to discuss the evaluation and provide written comments on such informal observations prior to placing the informal evaluation in the teacher's personnel file.

5.2.4 A copy of each written evaluation report signed by all parties shall be retained by the staff member prior to submission of the evaluations to the Superintendent. If a staff member wishes to respond in writing to the content of the written evaluation, the staff member must submit the response to the immediate supervisor within ten (10) school days of receipt of the evaluation.

The tentative or final results of each written evaluation report shall be given to the staff member at the time of the post-conference. If the final written evaluation is not ready at that time, the final form with any revisions shall be given to the staff member within ten (10) days of the post conference.

The written response shall be signed by all parties to the evaluation, and a copy shall be retained by the teacher.

5.2.5 The front page of the evaluation form shall be

stamped to indicate that a rebuttal is attached before the evaluation is placed in the teacher's file.

No written evaluation shall be submitted to the Superintendent until the ten (10) day rebuttal period has elapsed.

5.3 Performance Rating As Of December 18, 2015

Performance ratings as agreed upon by the Board and BHEA will include the four domains listed below. The evaluation tool created by the evaluation committee as of December 18, 2015 will be used. This tool is consistent with Senate Bill 7 and will be re-evaluated every year by the evaluation committee.

1. EXCELLENT
2. PROFICIENT
3. NEEDS IMPROVEMENT
4. UNSATISFACTORY

5.4 Remediation Plan

5.4.1 A tenured teacher will be placed upon remediation status under the following conditions:

- a. The teacher receives an overall rating of unsatisfactory.
- b. The teacher receives an unsatisfactory rating in any one of the major domains on the evaluation form.
- c. The teacher's weaknesses are remedial.

5.4.2 The evaluator's written evaluation report will indicate a date by which a written remediation plan will be developed (within thirty (30) days of the conference).

5.4.3 The written remediation plan developed by the principal or by the qualified evaluator who did the evaluation shall contain input from the consulting teacher or the teacher under remediation.

The plan shall include at least the following:

- a. Description of the condition(s) in need of change.
- b. Clear definition of acceptable levels of

performance.

- c. Indication of assistance to be provided.
- d. System of monitoring progress.
- e. Indicators for success.
- f. Resources needed.
- g. Timelines for completion.

5.4.4 A teacher who completes the ninety (90) day remediation plan period with a satisfactory rating or better will be reinstated to a schedule of biannual evaluation. Documentation verifying the successful completion of a remediation plan shall be given to the teacher and will be placed in the teacher's personnel file.

5.4.5 A teacher who fails to complete the ninety (90) day remediation plan period with a satisfactory or better rating will be dismissed according to The School Code. The parties agree that the only forum of recourse for the dismissed teacher is the School Code and not the grievance procedure.

5.4.6 A teacher who has received an unsatisfactory rating on his/her summative evaluation shall have the right to appeal the rating. The request for the appeal shall be made within 15 school days of the teacher's receipt of the summative evaluation. The teacher shall state the basis for the appeal and identify the evidence that supports the appeal.

Grounds for an appeal include procedural violations, inaccurate attribution of data, and/or inaccurate collection of evidence. The appeal committee shall be made up of three qualified members appointed by the district joint PERA committee, but no one involved in evaluating the appealing teacher shall be appointed to the committee. (Certified teachers are eligible to become qualified evaluators.) All members of the appeal committee shall be qualified evaluators as defined in 105 ILCS 5/24A and trained on the use of the Danielson Framework and the collection of evidence.

The appeal committee shall meet to consider the appeal within ten school days of receipt of the appeal request. In addition to the written appeal, the teacher may address and provide evidence to the review committee in person. The teacher may be accompanied by a union representative when addressing the committee.

When considering an appeal, the committee will

1. Assess the original rating and review the documentation to ensure all of the state, joint committee, and contractual procedures were appropriately followed during the evaluation.
2. The employer shall provide the teacher and the union with all evidence used by the qualified evaluator to determine the summative rating. The appeal committee shall review the evidence set forth in the summative evaluation to ensure (1) it is evidence and not opinion, interpretation, or bias; and (2) the chosen rubric was used to determine the performance for each domain based on the collected evidence.
3. Compare the performance rating to the student growth rating. These should not be significantly different (e.g., if a teacher was rated as proficient under the performance component the teacher should not be needs improvement under the growth component). If a teacher is proficient when observed in the classroom then proficient teaching should logically result in student growth.
4. If procedures set forth by the district evaluation plan and/or collective bargaining agreement were not followed, if opinion, interpretation, or bias is found within the evidence, or there is a significant difference between the performance and growth ratings then the teacher will receive a rating of proficient.

If the appeal committee determines that there are significant procedural violations in the teacher's evaluation or there is insufficient evidence to support the "unsatisfactory" rating, the committee shall have the authority by a majority vote of the committee to overturn the teacher's unsatisfactory rating. If the committee overturns the rating, the committee shall have the authority to revise the rating as the committee deems appropriate. The appeal process must conclude within 30 school days after the panel receives the teacher's written request for appeal.

An appeal shall not delay the development and implementation of a remediation plan. If the unsatisfactory evaluation rating is overturned by the appeal committee the teacher's remediation plan is null and void.

## 5.5 Consulting Teachers

- 5.5.1 A consulting teacher shall be selected from a compiled list submitted by the Superintendent and the Bunker Hill Education Association. Each list shall contain the names of up to five (5) eligible faculty members. (They must have taught at least five (5)

years, have a reasonable familiarity with the assignment of the teacher being evaluated, and have received an excellent rating on their most recent evaluation.)

5.5.2 The consulting teacher shall be selected by both parties, alternately striking names from the combined lists until one (1) person remains. If less than three (3) names are available, then both the Association and Administration shall have the option of striking a name.

5.5.3 If no teacher from within the District is chosen to serve as a consulting teacher, the State Board of Education will provide the consulting teacher.

4. If, within thirty (30) days, it is determined by the Association or the Administration that the consulting teacher shall be changed or replaced, the selection process shall be repeated. The State Board of Education reserves the right to determine the status of the consulting teacher, if the State provided the consulting teacher.

5. The consulting teacher shall provide advice to the teacher rated as unsatisfactory on how to improve teaching skills and comply with the remediation plan. The participation of the consulting teacher shall be voluntary.

6. If the consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher and the remediation will resume from the point of interruption. Any remediation, or lack of, accomplished prior to the change in consulting teacher shall be retained by the District. The remediation plan may be amended as necessary upon consultation with the new consulting teacher.

5.5.7 The consulting teacher shall not participate in any of the required quarterly evaluations, nor be engaged to evaluate the performance of the teacher under remediation. The consulting teacher will not be used by either party in any dismissal hearing or other legal proceedings. The consulting teacher shall not be required to testify by either party at the formal dismissal hearing, nor be required to make any written comments which will be incorporated into the

remediation plan.

5.5.8 During the ninety (90) day remediation period, the teacher shall be evaluated at the mid-point of the remediation period and at the conclusion. The consulting teacher shall be informed of the results of the mid-point evaluation in order to continue to provide assistance to the teacher being remediated.

5.5.9 A consulting teacher shall be released from teaching duties as specified in the remediation plan in order to perform his/her role as a consulting teacher.

5.5.10 The consulting teacher will receive a stipend provided by the State, or the District shall provide the same pay and released time as the State provides.

Consulting teachers shall be provided with clerical assistance necessary to carry out the duties of a consulting teacher.

## 5.6 Grievances Pertaining To This Article

5.6.1 The Administration may waive the predetermined initial mutually agreed upon formal observation in the case of an alleged irremediable offense of a teacher. Any grievance filed relative to Article III (EVALUATION PROCESS) shall be limited to violations of the specific procedures as outlined. All other aspects of evaluation, including but not limited to criteria, instruments, or personalities shall not be grievable.

### 5.6.2 Requirements

The only items subject to the grievance procedure is the alleged violation of the procedures herein stated. An evaluator's decision regarding a teacher's specific rating in a category or item of the evaluation plan or an evaluator's overall rating of a teacher's performance is not grievable.

### 5.6.3 Outcome Possibilities

The only OUTCOME items subject to the grievance procedure is the mathematical computation of the average or the mathematical computation of the unsatisfactory in one (1) of the four (4) major categories of the evaluation plan.

### 5.6.4 Performance Ratings



Only the mathematical computations which result in a performance rating are subject to the grievance procedure.

5.6.5 Remediation Plan

The content of the remediation plan shall not be subject to the grievance procedure.

5.7 Personnel File—Certified

Each employee shall have the right to review the contents of said employee's personnel file with prior approval during regular school hours in the presence of office personnel and to place therein written reactions to any of its contents.

5.7.1 Materials related to discipline or re-employment may not be placed in the teacher's personnel file without first giving the teacher a copy and the opportunity to place a written response to this material in said file.

5.8 Support Employee Evaluation and Personnel File

1. Employees on permanent status shall be evaluated at least once per year of employment.

5.8.2 A copy of the evaluation shall be given the employee within five (5) days of the evaluation. If the employee makes a written request for a conference to discuss the evaluation, a conference shall be held within twenty (20) work days after the employee's request. The

Supervisor will make an effort to discuss the evaluation with each employee but no formal conference is required at this point.

5.8.3 Nothing contained herein shall limit the right of the Administration to evaluate an employee's performance of assigned duties nor limit the right of management for considering the competency of any employee. However, an employee shall have the right to a conference as stated in 5.8.2.

5.8.4 Any grievance filed concerning evaluations shall be limited to violation of the specific procedures as outlined above. All other aspects of evaluation, including but not limited to criteria, instruments or personalities shall not be grievable.

9. Personnel File – ESP

Each employee shall have the right to review the contents of said employee's personnel file with exception of those stated in the Employee Record's Act of Illinois and to attach and place therein written reactions to the contents. The employee may review his/her file upon forty-eight (48) hour written advance notice submitted to the Superintendent or designee during the regular business hours established by the Central Office or at a time mutually agreeable with the Superintendent and the employee. The employee shall affix his/her signature and date on the actual copy filed. The signature does not indicate agreement with the contents of the material. The employee may not remove any material from said file and must review the contents of his/her file in the presence of the Superintendent or designee.

An employee may request a copy of his/her personnel file except for the material as stated above. If an employee requests in writing a copy of his/her file, the Board shall have within seven (7) days to meet such request. For each page of material copies, the Board shall charge the standard fee for copying.

An employee may attach a written response to any material contained in his/her file.

**ARTICLE VI**  
**SENIORITY**

6.1 Definition

6.1.1 Certified

Seniority is the length of the employee's full-time continuous service within the School District starting with the date of hire in District No. 8.

6.1.2 ESP Personnel

Full Time Categories: Seniority is the length in years of the employee's service in any full-time category (job title) starting with the date of hire. Any accrued years in this category are not forfeited if any employee takes a position in another category, (full or part-time) within the district. If another position is obtained within the district, that would

result in a new hire date for that category.

Part Time Categories: Seniority is the length of years of the employee's service in any part-time category (job title) starting with the date of hire. Any accrued years in this category are not forfeited if an employee takes a position in another category, (full or part-time) with in the district. If another position is obtained within the district, that would result in a new hire date for that category.

Probationary and substitute employees have no seniority right or benefits in either category.

6.2 Seniority is lost upon the following:

- 6.2.1 Resignation from employment with the District (not resignation from a position)
- 6.2.2 Dismissal
- 6.2.3 Retirement
- 6.2.4 Certified personnel on a layoff for a period of time equal to seniority at time of layoff or for two (2) years, whichever is greater.
- 6.2.5 Certified personnel employment in a similar position outside the District.

6.3 Seniority is retained but shall not accrue during the following:

- 6.3.1 Unpaid leave of absence.
- 6.3.2 Layoff of certified personnel for a period of time equal to seniority at the time of layoff or two (2) years, whichever is greater.
- 6.3.3 Recall - ESP Personnel
  - 1. If the Board increases the number of employees or has an employee resign after the layoff, the Board shall first offer reemployment to any qualified employee laid off within one calendar year from the beginning of the school year following the layoff(i.e., most senior laid-off employee in the affected classification recalled first). Employees recalled during the recall period will be placed on the salary schedule based on years of experience in the recalled position.

6.3.3.2 Failure of an employee on layoff to accept a tendered position within ten (10) calendar days of signed receipt by certified mail (to the employee's address on file with the Board recalling such employee) shall result in termination of employee's rights of recall hereunder. Refusal to sign receipt is considered forfeiture of the job. The union will also be notified of call back rights when letter is mailed.

6.4 Seniority continues to accrue during the following:

6.4.1 Paid leave of absence.

6.4.2 Temporary disability under the Illinois Municipal Retirement Fund (IMRF) or the Illinois Teachers' Retirement Fund (TRS) whichever is applicable.

6.5 Ties in certified personnel seniority as herein defined shall be broken by the following, in order:

6.5.1 Most total experience within the District when hired as determined by Board minutes.

6.6 Certified Employee on Leave of Absence

Certified employees who are on approved leave of absence shall be subject to this Article of this Agreement.

7. Seniority

By February 1 annually, the employer shall publish and post in each building a seniority list for each of the following job categories:

6.7.1 Certified Teachers

6.7.2 Library Clerks

6.7.3 Full Time Custodians

6.7.4 Part-time Custodians

6.7.5 Bus Drivers

6.7.6 General Building Maintenance/Mechanics

6.7.7 Cooks

6.7.8 Secretaries

6.7.9 Teacher Aides who possess a teaching certificate and are legally qualified to teach

6.7.10 Teacher Aides who do not possess a teaching certificate and are not legally qualified to teach

6.7.11 Bus Aides

6.7.12 Lunchroom Monitors

6.7.13 Cashiers

An employee shall only accrue seniority in the above categories in which he/she is currently employed but shall retain seniority previously accrued in other categories. Seniority can accrue in one category at a time, unless the employee holds two or more positions simultaneously, in which case, seniority shall accrue in all categories in which positions are held, retroactive to date of hire in each category.

Full and part-time employees shall accrue seniority as outlined in 6.2.

**ARTICLE VII**  
**LEAVES OF ABSENCE**

7.1 Sick Leave

Regularly employed certified staff shall be entitled to thirteen (13) days sick leave per year. Unused sick leave of regularly employed certified staff shall accumulate to a maximum of three hundred and forty (340) days, not including the leave of the current year.

A bargaining unit member who provides five (5) years advanced notice of retirement or resignation, and who has one hundred five (105) accumulated sick days with Bunker Hill School District, will be eligible for a sick leave balloon benefit until December 31, 2022. Beginning January 1, 2023, the qualifying number of sick days increases to one hundred fifty (150) along with other requirements as mentioned above. To receive this benefit, the bargaining unit member must provide the district with an irrevocable letter effective five (5) years from date of notification of retirement or resignation. Upon receipt of the bargaining unit member's letter of resignation, the District will immediately increase the bargaining unit member's accumulated sick leave so that the total of such leave available to the bargaining unit member as creditable service to TRS will be equal to three hundred forty (340) days.

Regularly employed teacher aides shall be entitled to thirteen (13) days of sick leave per year. Unused sick leave of regularly employed teacher aides shall accumulate to a maximum of two hundred forty (240) days, not including the leave of the current year.

All other regularly employed non-certified staff who work 600 or more hours per year shall be granted one and one-fifth (1.2) paid sick days per month for every month employed. Unused sick leave of regularly employed non-certified staff (other than teacher aides) shall accumulate to two hundred forty (240) days, not including the leave of the current year.

7.1.1 Sick leave is defined in accordance with the Illinois School Code as personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption shall be subject to the provisions of Section 24-6 of the School Code. The Principal/ Superintendent shall monitor the use of employees' sick leave.

7.1.2 For the purpose of sick leave "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law,

brothers/sisters-in-law, and legal guardians. Sick leave may be used for death of friends with close emotional ties.

7.1.3 After an absence of three (3) days for personal illness, the employee may be required to furnish a physician's certificate of treatment.

7.1.4 Excessive absenteeism or a recurring pattern of absenteeism shall be reviewed by the Superintendent. The Superintendent at any time may request a physician's statement from an employee suspected of abusing sick leave.

7.1.5 Sick leave may be used in whole or half day increments.

6. The number of unused days in any year shall accumulate for the purpose of sick leave from year to year as long as employment is continuous. In the event that an employee resigns or is terminated, any accumulated but unused sick leave of the employee at the time of separation from employment shall not be eligible for use by the employee in the event that the employee returns to the District.

## 7.2 Certified Personal Leave/Emergency Leave

Personal leave or emergency leave with pay is authorized to all employees for up to two (2) work days for each employee per school year. Only employees who have accumulated unused sick leave are eligible to receive this personal leave and emergency leave.

7.2.1 Any such personal leave and/or emergency leave taken shall be charged against the employee's accumulated sick leave account and only if days are available in that account.

7.2.2 Personal days and/or emergency days may not be accumulated from one year and added to the next year.

7.2.3 Employees who request personal leave shall on the appropriate form, state "personal leave" without further detailed explanation. Application to the immediate supervisor for personal leave shall be made during the school day at least two (2) days before taking such leave.

7.2.4 No more than two (2) certified employees may take personal leave on any one day.

7.2.5 Personal leave will be granted in order of

receipt of request.

- 7.2.6 Such personal leave may not be used in increments of less than one-half day at a time.
- 7.2.7 Personal leave may be granted during the first six (6) days or the last six (6) days of the school year with the discretion of the Superintendent under an emergency situation.
- 7.2.8 Personal leave may be used before or after a holiday with the discretion of the Superintendent.
- 9. Application for emergency leave shall be made directly to the Superintendent and shall be subject to the Superintendent's approval. Up to two (2) employees may be granted emergency leave in addition to two (2) for personal leave. The judgment as to what constitutes an emergency is left up to the discretion of the Superintendent and is not subject to the grievance procedure for the duration of this contract.

### 7.3 Personal Leave—ESP Personnel

Personal leave is authorized to all employees for up to two (2) work days per school year subject to the Superintendent's approval.

- 7.3.1 Personal leave shall be charged against employee's accumulated sick leave and may be taken only if days are available in that account.
- 7.3.2 Personal days shall not accumulate from one year and added to the following year.
- 7.3.3 Application shall be made to immediate supervisor at least two (2) working days prior to such leaves on appropriate form. No explanation is necessary other than "personal leave."
- 7.3.4 Funerals may be considered personal leave and two days notice waived.
- 7.3.5 No more than two (2) non-certified employees may take personal leave on any one day.
- 7.3.6 Personal leave will be granted in order of receipt of request at the Superintendent's office.
- 7.3.7 Such personal leave may not be used in increments of less than one-half day at a time.



7.3.8 Personal leave may be granted during the first six (6) days or the last six (6) days prior to the end of school with the discretion of the Superintendent under an emergency situation.

7.3.9 Personal days can be used before or after a holiday with the discretion of the Superintendent under an emergency situation.

#### 4. Sabbatical Leave - Certified Personnel

7.4.1 A written request must be submitted to the Superintendent sixty (60) days prior to the end of school.

2. Sabbatical leave will require approval of the Board of Education.

3. Notification of return shall comply with Section 7.9.2.3.

#### 7.5 Professional Leave

The Superintendent may authorize professional leave for attendance at State, regional, and national meetings and/or workshops in the teacher's field without pay deductions. The number of absences allowable for professional leave shall not exceed two (2) per teacher and is subject to budget limitations for employing substitutes and reimbursement for travel, meals, and lodging.

The above restrictions concerning the number and total days used for professional leave may be waived by the Superintendent. Such waiver is not subject to the grievance procedure of this Agreement.

#### 7.6 Association Leave

##### 7.6.1 Certified Personnel:

In the event that the Association desires to send one (1) representative to local, State, or national conferences, this representative shall be excused for a maximum of three (3) days without loss of salary providing the Association reimburses the District for the cost of substitutes.

##### 7.6.2 ESP Personnel:

In the event that the Association desires to send

representatives to a State or national conference, these representatives shall be excused without loss of salary provided the Association reimburses the District for the cost of substitutes. The Association shall be limited to a maximum of two (2) days per school year. No more than two (2) employees per day shall be excused for said leave. Notification of such leave shall be submitted in writing at least ten (10) school days in advance of the date of the leave.

7. Jury Duty

Any employee called for jury duty during working hours or who is subpoenaed by the court as a 3<sup>rd</sup> party witness to testify during working hours in any judicial matter shall be paid his/her full salary for such time and suffer no loss of benefits or contractual advantage

7.8 Maternity Leave

7.8.1 Certified Personnel:

A teacher shall have the choice of using accumulated sick leave or unpaid leave for child rearing purposes shall conform to Section 24-6 of the School Code. Unpaid child rearing, adoption, or childbirth leave may be granted to teachers in accordance with the following:

7.8.1.1 Except in an emergency, a teacher seeking unpaid leave for child birth, child rearing, or adoption must submit a written request to the Board for such leave at least sixty (60) calendar days prior to the expected date of the leave. Maternity leaves shall be uncompensated leaves of absence once sick leave has been exhausted if the teacher chooses to use accumulated sick leave.

7.8.1.2 Maternity leave shall not exceed two (2) months without Board approval.

7.8.1.3 Credit on the salary schedule for a full year of service shall be granted if the employee has been employed at least ninety-one (91) days during the school term the leave began.

7.8.2 ESP Personnel:

An ESP shall have the choice of using accumulated sick leave or unpaid leave for child rearing purposes shall

conform to Section 24-6 of the School Code. Leave for child rearing, child birth, or adoption may be granted to educational support personnel on permanent status in accordance with the following:

- 7.8.2.1 Except in an emergency, an employee seeking a leave for child rearing, child birth or adoption must submit a written request to the Board for such leave at least sixty (60) calendar days prior to the expected date of the leave. The employee may attest, as part of her written request for leave, her agreement that her employment will terminate upon the end of said leave unless she has submitted a written notice of her intent to return to her position. The notice of intent to return to work must be submitted to the Board at least thirty (30) days prior to the termination date of said leave. Maternity leaves shall be uncompensated leaves of absence once sick leave has been exhausted if the employee chooses to use accumulated sick leave.
- 7.8.2.2 Maternity leave shall not exceed two (2) months without approval of the Board.
- 7.8.2.3 Credit on the salary schedule for a full year of service shall be granted if the employee has been employed at least one-half of a work year plus one day during the school term the leave began.
- 7.8.2.4 Adoption shall be considered the same as maternity leave for the purpose of this Agreement.
- 7.8.2.5 Probationary employees shall not have access to maternity leaves of absence without pay.

## 7.9 Leave of Absence Without Pay

### 7.9.1 Certified Personnel:

Leaves of absence without pay may be granted to tenured employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the Board.

2. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay or not more than one year may be granted to tenured teachers according to the following conditions:

7.9.2.1 Written requests for leaves of absence without pay should be made at least ninety (90) days before the leave is desired, subject to approval by the Board.

2. Dates of departure and return must be acceptable to the Administration and determined prior to initiating request.

3. The employee shall inform the Superintendent of his/her intent to return to a similar position not later than April 1. If the employee fails to inform the Superintendent prior to April 1, the employee waives his/her right to future employment in the District.

7.9.2.4 Leaves of less than one month, if acceptable and approved by the Superintendent, will not require Board approval nor three (3) months notice.

7.9.3 E.S.P Personnel

Leaves of absence without pay may be granted to permanent employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the Board.

7.9.4 Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave. Leaves of absence without pay for not more than one year may be granted to employees according to the following conditions:

7.9.4.1 Written requests for leaves of absence without pay should be made at least ninety (90) days before the leave is desired, subject to approval by the Board.

7.9.4.2 Dates of departure and return must be acceptable to the Administration and determined prior to initiating the request.

- 7.9.4.3 The employee shall inform the Superintendent of his/her intent to return to a similar position not later than ninety (90) days before the end of the leave. If the employee fails to inform the Superintendent ninety (90) days prior to the end of the leave, the employee waives his/her right to future employment in the District.
- 7.9.4.4 Employees granted a leave of absence shall be granted an equivalent assignment upon return.
- 7.9.4.5 Unless justified by illness, incapacity, or Board approval, failure of an employee granted a leave under this section to devote the entire period of the leave to the purpose for which the leave was granted, shall constitute a cause for removal of position of employment with the School District.
- 7.9.4.6 Leaves of less than one month, if acceptable and approved by the Superintendent, will not require Board approval nor three (3) months notice.

#### 7.10 Medical Leave

Leave will be granted in accordance to current Federal and State Law.

**ARTICLE VIII**  
**WORKING CONDITIONS**  
**Certified Staff**

8.1 Emergency School Closing

Teachers shall be notified of emergency school closing as soon as possible.

8.1.1 When the schools are officially closed, no leave days previously arranged by a teacher will be deducted.

8.2 Work Day

The normal work day shall be seven and one-half (7-1/2) hours. Employees shall not be required to remain past the normal teachers' day except for:

- A. Altered bus schedules.
- B. Teachers' meetings.
- C. Curriculum meetings.
- D. Scheduled appointments with parents or students, which will not be scheduled after 3:30 P.M. except in an emergency.
- E. Open house, or orientation, etc.
- F. Emergency situations which endanger student welfare or safety which require employee's presence as determined by the Superintendent. Employees with extra duty assignment shall remain to perform their respective duties.
- G. Teachers must be available for consultation with students by 8:00 A.M.—before students arrive at their door.
- H. Teachers must be available for consultation with students until 3:30 P.M.
- I. Personal appointments (medical, etc.) should be scheduled outside of school time whenever possible. Employees with extra duty assignment shall remain to perform their respective duties.
- J. Teachers will be allowed to leave after the buses have Departed on early dismissal days, before Thanksgiving Holiday, Winter Holiday, and Spring Break.

8.2.1 During each work day the employee shall be entitled to a duty free lunch period equal to that of the regular school lunch period but not less than 30

minutes.

#### 8.2.2 Preparation Period

Every full-time employee who works in the Junior and Senior High School shall have at least one (1) preparation period equal to one class period. At the elementary level every full-time employee shall have a minimum of a 30 minute period of preparation time each day (in addition to lunch) no less than 180 minutes preparation time each week. On days of early dismissal, the early dismissal schedule will be put into effect to insure some preparation time.

8.2.2.1 A goal of 30 minutes with a minimum of 25 consecutive minutes of preparation time for elementary teachers shall be arrived at through cooperative planning by the itinerant and classroom teachers subject to the Administrator's approval.

8.2.2.2 Staffings - A substitute shall be provided when the classroom teacher is required to be out for staffings.

#### 8.2.3 Grading Period Dismissal

On the last day of each grading period and on the two (2) days each semester the students take semester exams, students will be dismissed at the end of the minimum student day in order for teachers to spend the rest of the work day preparing report cards or working in their classrooms. The early dismissal time will ensure a minimum student attendance day in order to receive state aid and is subject to approval of the Regional Superintendent and the Illinois State Board.

#### 8.3 Notification of Assignments.

Teachers shall be given written notice of their tentative program, schedule or grade level assignment for the ensuing school term no later than thirty (30) days before it begins. In the event the tentative program, schedule, or grade level assignment is changed, teachers will be notified as soon as practical. Teachers shall have the right to discuss proposed changes in their assignments with building principals prior to implementation.

#### 8.4 Compensation Guides and Contracts

The Board shall establish a negotiated salary schedule. Salaries shall be based upon one hundred eighty (180) employee days.

8.4.1 Teachers may elect to receive their annual pay in either nine (9) or twelve (12) payments. This choice must be made on the first teacher working day and the choice will remain in effect throughout that school year.

8.4.2 Teachers not returning to the School District for the next school year may elect to receive their remaining unpaid salary in a lump sum payment.

8.4.3 Employees will be paid once each month on the 25<sup>th</sup> day of the month. When the day of pay falls on a weekend or a holiday, employees shall be paid on the last working day preceding the scheduled pay date.

## 8.5 Advancement on Salary Schedule

Teachers below a master's degree shall provide proof of professional growth before advancing to the next step on the salary schedule.

8.5.1 Professional growth shall be not less than four (4) quarter or three (3) semester hours credit in four years, and the course approved by the Superintendent for salary increment before matriculating into the course.

8.5.2 Teachers shall receive credit for horizontal advancement on the salary schedule for courses taken above a Bachelor's degree provided:

1. Proof of completion with a grade of "B" or better (or "Pass" in Pass/Fail courses) is submitted by the teacher within sixty days of the conclusion of the course or, in the case of correspondence or on-line, within one year of enrollment, whichever first occurs.
2. Such courses are approved for advancement by the Superintendent prior to enrollment.

8.5.3 Advancement on the pay scale shall not be retroactive in any event.

## 8.6 Vacancies and Promotions

The Superintendent shall have posted in all school buildings a notice of all vacancies, including vacancies in extra-duty positions, coaching positions, promotional positions and part-time positions. Such vacancy notice shall be posted for a period of not less than 72 hours. The Superintendent shall notify the Association President of all vacancies.



## 8.7 Involuntary Transfers

If a teacher has been involuntarily transferred said teacher shall receive priority consideration for a voluntary transfer unless evaluation shows the teacher to be more effective in the new position.

## 8.8 In-house Substitution - Rules and Procedures:

8.8.1 It is the principal's responsibility to secure substitutes.

8.8.2 If no outside substitute has been hired, then each teacher with planning time may be offered opportunity to substitute but doing so is voluntary and paid at the established rate.

8.8.3 If no teacher wishes to substitute, principal may take the class. This provides principal a more current awareness of what is happening in the classrooms.

8.8.4 Then and only then may classes be combined or sent to the library or other emergency procedures be used.

8.8.5 Teacher substituting will be paid per class period when no substitute has been hired for the absent teacher. See the rate established on the addendum for extra curricular duties.

## 8.9 Extra Duty

Chaperoning overnight Senior Trips will be voluntary, but no senior trip can be scheduled without a high school teacher present.

8.10 Employee's supervisor is to be made aware when a staff member leaves the campus during the normal workday.

## 11. Dress Code

A dress code is hereby established for certified personnel and teacher's aides to encourage good grooming and neatness among the students, to promote proper classroom decorum and to further student respect and public confidence in the certified staff.

Certified personnel will at all times be attired in clothing suitable to the performance of their duties. Except when supervising physical education or other classes or extra-curricular activities requiring special apparel, persons will not, during school time, wear casual shorts or sweatshirts. Un-

pressed, revealing (including sleeveless which is less than three finger width, see thru, bare backed or low cut garments), soiled and sloppy attire is likewise prohibited. Any dress likely to disrupt classroom activity is prohibited.

Continued disregard of this dress code could result in disciplinary action. Implementation of this provision shall be done in a fair and consistent manner and is subject to the grievance procedure.

The Administration shall have the right to allow "casual days" from time to time. In such event, more casual clothing may be allowed as specified by the Administration provided that attire is generally neat in appearance.

**ARTICLE IX**  
**WORKING CONDITIONS**  
**ESP Personnel**

9.1 When the schools are officially closed, no leave days previously arranged by the employee will be deducted.

9.1.2 When school is not in session and students are not present due to emergency days or teacher institute days, employees may work at times other than their regularly scheduled work hours with the permission of their supervisors. The flexible times will be at the discretion of the employee's supervisor and not subject to the grievance procedure.

9.2 Lunch and Breaks

All employees are entitled to an unpaid duty free lunch period of at least 30 minutes during the first five hours of employment. Employees will receive a paid 15 minute break period for each four hours worked. However no five or six hour employee shall be required to take an unpaid lunch.

9.3 Overtime

9.3.1 Employees will be compensated at the rate of time and one-half the base straight time hourly rate of the individual for all hours worked in excess of forty hours in any one week.

2. An ESP working on a contractual Holiday may select to take a personal holiday at a later date or receive time and one-half for that holiday.

A holiday shall be defined in Section 11.6 of this contract.

9.4 Payday

Employees will be paid twice each month on the 10<sup>th</sup> and the 25<sup>th</sup> day of the month. When the day of pay falls on a weekend or a holiday, employees shall be paid on the last working day preceding the scheduled pay date.

9.4.1 ESP'S who work nine, ten, or eleven (9, 10, 11) months may elect to receive their annual pay in the months they work or in twenty-four (24) payments. This choice must be made on the first ESP'S working day and the choice will remain in effect throughout that school year.

9.5 Vacancy Notice

The Superintendent shall have posted in all school buildings a notice of all vacancies including vacancies in promotional positions. Such vacancy notice shall be posted for a period of not less than 72 hours. The Superintendent shall notify the Association President of all vacancies.

9.6 Transfers/Promotions

1. Any employee may apply for a vacant position in the District. Such application shall be in writing and given to the Superintendent or his/her designee. In filling such vacancies, consideration shall be given to all qualified employees within the bargaining unit who have applied for said position. Each applicant within the bargaining unit will be granted an interview.

9.6.2 If two employees in the District apply for the same position within the same category as defined in Article VI of this agreement and the Administration believes both are equally qualified, the most senior employee within that job category shall be offered the vacant position.

For example, if two or more half-time employees apply for a vacant full-time custodian position and all are equally qualified, the employee with the most seniority in that classification shall be offered the position, even though he/she is not currently in that job classification. A position is only open or available when there is a new position, vacancy or reduction in force.

9.6.3 Due to absences or vacancies of custodians in the building the call list shall work as outlined below until a replacement worker can be found.

If the position requiring a substitute is for a day time employee, the call order shall be as follows:

First to Call Order:

1. Senior night time custodian in building
2. Part time custodian
3. District custodian call list for an absence in the building
4. District seniority custodian list

If the sub position is the night time custodian, the call order shall be as follows:

First to Call Order:

1. Part time custodian
2. District custodian call list for an absence in the building
3. District seniority custodian list

9.6.3.1 If a full time(8 hour per day) custodian is expected to be absent for more than five(5) working days in a row, then any custodian in the District who works less than an 8 hour per day shift shall have the right, on the basis of seniority, to fill the temporary vacancy for the term of the absence/vacancy provided the position does not interfere with the performance of duties of an already held non-custodial position within the District.

9.6.3.2 Any District non-certified employee who does not work a full forty (40) hours per week in a non-custodial position (as long as he or she is on the District custodian call list for an absence/vacancy in the building) can accept to work and the custodial duties do not interfere with the performance of an already held non-custodial position in the District and as long as the position does not put the employee over forty (40) hours in a week. Employees of the District are placed at the top of the custodian call list in the District seniority order.

9.6.4 Custodians/maintenance on weekend duty must be familiar with the building whenever possible. Weekend duty will first be offered to those employees within the District who have not worked 40 hours for that week by seniority of the building. The people on the substitute list familiar with the building will be offered the duty next. If none of those employees want to work the weekend duty, the opportunity will then be given to the full-time custodians, starting with the most senior full-time custodian within that building.

9.6.5 A meeting will be held with all drivers and bus aides within the two week period before the beginning of the new school year to determine routes to be assigned on the basis of District seniority (date of hire), with the more senior bus driver having the first option of selecting a route.

If a vacancy occurs or a new run or route is created

during the year, the District shall have the right to temporarily fill the position for a period of 10 days. This position shall be posted and filled in order of seniority. Any further vacancy created by this procedure shall be filled by a bargaining unit member, but shall not be subject to posting and the bidding procedure.

If a driver chooses to take a route with 1-3 children on it and none of those children attends school that day, the driver will be paid for three (3) hours time for that day instead of what he or she would normally have been paid for that day.

The driver will assume duties as assigned by the Administration for the three hour duration.

6. When the Board/Administration determines to permanently involuntarily transfer or permanently reassign an employee(s), volunteers shall be sought initially. No further restriction shall be placed on the Board or Administration.

9.6.7 The order of calling substitute cooks is as follows:

If the senior cook at any of the buildings is absent then the less senior cook within that building will first be offered the position. A substitute would then be called from the substitute list for the less senior cook's position. If the less senior cook does not want the senior cook's position, then a substitute would be called in from the substitute list for the senior cook's position.

If a 7 hour a day cook is expected to be absent for 5 or more days, then any cook in the District with less than a 7 hour assignment shall have the right, on basis of seniority, to fill the position as long as the employee is absent.

Any District worker who does not work a full 40 hours per week and is on the substitute cook list will be given first preference.

9.7 Time Clocks

Time clocks and cards will be used upon arrival and departure from work. Time cards serve the best interest of the employees by validating authentication during annual audit of records.

9.7.1 Use of time clock: All non-certified employees shall use time clock and card for the established times of arrival and departure for their position.

Employee must avoid:

9.7.1.1 Tampering with or punching other employee's time card.

9.7.1.2 Gathering early around the clock to punch out.

9.7.1.3 Writing time on time cards.

2. Employees who forget or are unable to punch in or out should notify their supervisor immediately so that authorization of time may be made. In case of power failure or clock malfunction, do not use time clock, but notify supervisor for authorization of hours on time cards.

9.7.3 Time will be computed on a 1/10<sup>th</sup> hour basis. Example--1 to 6 minutes equals 1/10<sup>th</sup> of an hour, 7 to 14 minutes equals 2/10<sup>th</sup> of an hour, etc.

9.7.4 The following procedures will be followed for clocking in late:

9.7.4.1 If you are more than 4 minutes late, you will be docked each time.

9.7.4.2 If you are less than 4 minutes late, we will not dock you. We hope you will make up any missed time after you have clocked out.

9.7.4.3 If you are late more than a couple of times for any pay period, we will dock you for each occurrence.

9.7.5 A work week will be from Sunday 12:01 A.M. through Saturday 12:00 P.M.

9.8 The employer shall provide the necessary safety equipment to employees as listed on a product's material safety data sheet. Does not apply to Teacher Aides.

9.9 Working Conditions - Teachers Aides  
Lunch and Breaks

All employees including teacher aides are entitled to an unpaid duty free lunch period of at least 30 minutes. All full-time teachers' aides are entitled to a duty free lunch period equal to that of the regular school lunch period but not less than 30 minutes.

Teacher aides will receive a paid 15 minute break period for each four hours worked/one per day.

9.9.1 Work Day, Teacher Aides

The normal work day shall be seven and one-half (7-1/2) hours. Some special education teachers' aides may be required to work eight (8) hours. Teacher aides shall not be required to remain past the normal work day except for:

- A. Altered bus schedules.
- B. Teachers' meetings.
- C. Curriculum meetings.
- D. Scheduled appointments with parents or students which will not be scheduled after 3:30 p.m. except in an emergency.
- E. Open house or orientation.
- F. Emergency situations which endanger student welfare or safety which require employees' presence as determined by the superintendent. Employees with extra duty assignment shall remain to perform their respective duties.
- G. Teachers' aides must be in their assigned rooms and/or available to the students by 8:00 a.m.—before students arrive at their door.
- H. Teachers' aides must be available for consultation with students until 3:30 p.m.
- I. Personal appointments (medical, etc.) should be scheduled outside the school time whenever possible. Employees with extra duty assignment shall remain to perform their respective duties.
- J. Teachers' aides will be allowed to leave after

the

before

buses have departed on early dismissal days

Thanksgiving Holiday, Winter Holiday, and Spring Break.

9.9.2 Work Year for Teacher Aides

The normal work year of full-time teacher aides will be one hundred seventy-six (176) pupil attendance days and four (4) teacher workshop days. The normal work year shall not exceed a total of one hundred and



eighty (180) days.

**ARTICLE X**  
**SALARY AND FRINGE BENEFITS**  
**Certified Personnel**

10.1        Salary

The salary schedule shall be as set forth in Appendix A, which is attached to and incorporated in this Agreement. The schedule shall be based on a 180 day school calendar.

10.2 Payment of Salary

Payment of salary is to be paid as stated in 8.5.1 of this Agreement.

10.3 Supplemental Jobs

The supplemental pay schedule shall be as set forth in Appendix C, which is attached to and incorporated into this Agreement. Supplemental jobs are defined as any assignments that are in addition to the normal work schedule and/or that exceed the normal workday.

10.4        Supplemental Jobs - Payroll Procedures

Supplemental pay for sponsorships and coaching duties as listed in Appendix C shall be paid as follows:

10.4.1        To employees in seasonal activities at the end of the season upon return of all supplies and equipment on a separate check; and

10.4.2        To employees in full-year assignment: the stipend shall be spread throughout the year and paid along with the employee's regular paycheck.

10.5 Sheltering Teacher Retirement Contribution

10.5.1        According to authority granted by the Pension Reform Act of 1974, Section 414 (h) (2) of the Internal Revenue Code, the Board of Education agrees to pay to the Teacher Retirement System on behalf of each teacher, in addition to established compensation schedule including extra duty stipend, an amount not to exceed percent (9%) of earnings reflected for each teacher. This amount reflects the teachers' 9.0% regular retirement contribution to TRS. Such payment shall be tax sheltered. The Board will continue to pay to TRS from future established compensation schedules, on behalf of each teacher, nine percent (9%) of the teacher's respective gross scheduled earnings. Should any of the above be declared improper by a TRS ruling or opinion, that clause or

portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

10.5.2 In addition to the salary schedule, the District will pay for the employee's share in THIS. THIS is tax sheltered. The District proportion of THIS is a maximum of one and sixty-four hundredths percent (1.64%).

#### 10.6 Life Insurance

Each employee shall be provided a minimum of twenty-five thousand dollars (\$25,000) Life Insurance as part of the Board paid insurance, including Accidental Death and Dismemberment.

#### 10.7 Hospitalization and Major Medical

Each employee shall be provided with hospitalization and major medical insurance. The Board shall pay up to three hundred and seventy dollars (\$370) each month towards the monthly premium during the 2021-2022 contract year. During the 2022-2023 contract year, the District will pay up to three hundred eighty dollars (\$380) each month towards the monthly premium. During the 2023-2024 contract year, the District will pay up to three hundred ninety dollars (\$390) each month towards the monthly premium. During the 2024-2025 contract year, the District will pay up to four hundred dollars (\$400) each month towards the monthly premium. The Board and the Association shall agree upon the specifications and carrier for the coverage stated in 10.6, 10.7, and 10.8 of this Agreement.

##### 1. Flexible Medical Account

The Board agrees to establish a Flexible Medical Spending Account program for employees. The accounts provided for in this program shall be for the purpose of tax sheltering unreimbursed medical expenses, dependent child care, and any other purpose permitted by law. The employer and the Association shall mutually agree on the plan administrator.

The Board shall pay the cost of the plan administrator and the employees shall pay fees assessed by the administrator thereafter.

#### 10.8 Dental and Eye Insurance

Each full-time employee shall be provided with Board paid single employee premiums toward dental insurance. The Board and the Association shall agree upon the specifications and the carrier. The Board will provide employee's access to an employee paid eye

insurance plan.

#### 10.9 Longevity Clause

A special benefit is established for the purpose of honoring all full-time employees who have 17 or more years of employment with the Bunker Hill Community Unit Number 8. The Board will honor full time employee with an annual \$500 bonus in year 17 and \$1000 bonus in successive years to be paid at the last regularly scheduled pay period in May. An employee who works part time for 17 or more years will receive 50% of the longevity bonus.

#### 10.10 Travel Expense Allowance

Employees directed by the District shall be reimbursed at the State rate per mile for authorized use of their car while traveling to school connected business meetings. Travel to attend such school meetings and conferences shall require advance approval by the Superintendent.

#### 10.11 Tuition Refund

Teachers shall receive reimbursement for tuition, up to 50% of the actual tuition amount not to exceed 50% of the tuition cost per hour charged by SIU-E, for graduate courses leading to a graduate degree in education, excepting in the area of administration, taken in the areas of the teacher's primary assignment as approved by the Superintendent. All courses for which reimbursement is given shall be successfully completed with a grade of B or better. Tuition refunds will be limited to a maximum of nine (9) credit hours per year using SIUE's current tuition rate.

Any undergraduate course taken at the request of the employer in order that a teacher broadens her qualifications shall be reimbursed at the above rate.

**ARTICLE XI**  
**SALARY AND FRINGE BENEFITS**  
**ESP Personnel**

11.1 Salary

The salary schedule shall be as set forth in Appendix B, which is attached to and incorporated in this Agreement.

11.2 Bus Drivers

Bus drivers will receive a minimum of one and one half hours pay per run and must be present for that time of work.

11.2.1 Outside Trips - Bus Drivers

The Board will attempt to divide as equally as possible trips outside the bus driver's regular bus run. Regularly employed bus drivers who volunteer will be given an opportunity to sign a separate roster (trip sheet) at the beginning of the school year. The first outside trip will be offered to the most senior bus driver. Subsequent trips will be offered on a rotating basis.

At the discretion of the Transportation Director to be determined in the morning the Board will attempt to divide as equally as possible during inclement and cold weather a minimum of 30 minutes prior to the start of routes each day of inclement or cold weather in order to clear off snow or ice from the buses and to warm the buses up to the legally mandated temperature prior to student pick up. Regularly employed bus drivers who volunteer will be given an

opportunity to sign a separate roster at the beginning of the school year. The first clean off (snow/ice) and warm up will be offered to the most senior bus driver. Subsequent days for this procedure will be offered on a rotating basis to be kept track of by the bus drivers.

11.2.1.1 For the purpose of equalizing the distribution of outside trip assignments, an individual who is offered and declines the outside trip shall be deemed to have run the outside trip and waives his/her right to future outside trip assignments until all other drivers on the trip roster have been given an opportunity to drive an outside trip.

In the event a driver is needed to run an outside trip and the drivers on the trip roster are unable to work an outside trip, the District shall assign the trip to the next scheduled driver. If more drivers are needed, the District will assign substitute drivers the outside trips. If other drivers are needed, the District has the authority to assign such trips to any bus driver.

2. Unless in an emergency as determined by the Administration, any bus driver assigned to an outside trip must notify the Administration as soon as possible but at least forty-eight (48) hours prior to the trip of his/her inability to drive an assigned outside trip. In such a case, the Administration will have the authority to assign the trip to any driver as stated in the procedures above.

3. A bus driver who uses thirty (30) or more consecutive days of sick leave will be taken off the volunteer list until he/she is able to return to work. Upon returning to work the bus driver will be placed on the volunteer list if so requested.

11.2.1.4 The Administration will attempt to schedule outside trips as soon as they become known. The parties agree that this goal is not subject to the grievance procedure.

11.2.1.5 All outside trip drivers shall have the option to drive 3:00 p.m. outside trips or their regular routes. In either case the driver shall be paid for either the 3:00

p.m. trip or the regular run, not for both runs.

11.2.1.6 Cancellation of Extra-Duty Outside Trip

If an extra duty outside trip is cancelled after the bus driver reports for work and punches in, the driver shall be paid for one hour.

2. Annual Physical Exam

The employer will pay the full cost of the bus drivers' annual physical examination at a medical provider approved in writing in advance by the Superintendent. The employer will also pay for required drug and alcohol testing. The employer shall also pay the cost of the CDL license and any required bus permit.

11.2.3 Employees attending transportation meetings deemed mandatory by Transportation Director shall be paid at their hourly rate.

11.3 Sheltering Illinois Municipal Retirement Contributions Support Staff

In addition to the salaries set forth in the ESP Salary Schedule, the District agrees to pay the employee's portion of their IMRF at 4.5%.

The IMRF is a tax shelter.

11.3.1 Flexible Medical Account

The Board agrees to establish a Flexible Medical Spending Account program for employees. The accounts provided for in this program shall be for the purpose of tax sheltering un-reimbursed medical expenses, dependent child care, and any other purpose permitted by law. The employer and the Association shall mutually agree on the plan administrator. The Board shall pay the cost of the plan administrator and the employees shall pay fees assessed by the administrator thereafter.

11.4 Eligibility for IMRF Benefits

The Illinois Municipal Retirement fund shall determine an employee's eligibility for its programs.

5. Insurance

Each employee shall be provided a minimum of twenty-five thousand dollars (\$25,000) Life Insurance as part of the Board paid insurance, including Accidental Death and Dismemberment.

11.5.1 Hospitalization, Major Medical & Life

Each employee shall be provided with life, hospitalization and major medical insurance. The Board will pay insurance contributions up to three hundred seventy dollars (\$370) per month for the 2021-2022 school year for all active employees. The Board and Association shall agree upon the specifications and carrier for the coverage stated in this Agreement. In year 2022-2023 the Board will pay insurance contributions up to three hundred eighty dollars (\$380) per month for all active employees. In year 2023-2024 the Board will pay insurance contributions up to three hundred ninety dollars (\$390) per month for all active employees. In year 2024-2025 the Board will pay insurance contributions up to four hundred dollars (\$400) per month for all active employees.

11.5.2 Dental and Eye Insurance

Each employee participating in the Dental Insurance plan shall be provided with Board paid single employee premiums toward dental insurance. The Board will provide employee's access to an employee paid eye insurance plan.

11.6 Holiday Pay

The following are paid holidays:



July 4 <sup>th</sup>	New Year's Eve Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King's Birthday
Veterans Day	Presidents' Day
Thanksgiving Day	Thursday before Easter
Friday after Thanksgiving	Good Friday
Christmas Eve Day	Easter Monday (only when
Christmas Day	students are not in
	attendance)
	Memorial Day

When any of the above holidays falls on a weekend, the Monday following will be granted as a holiday or the employees will be granted an additional personal day. The use of this personal day shall not be restricted by Section 7.3.1. If this additional personal day is not used it shall accumulate as an unused sick day. Does not apply to Teacher Aides.

- 11.6.1 In order for an employee to qualify for holiday pay, they must meet the following requirements:
- 11.6.1.1 They must be a full-time regular employee.
  - 2. The employee must work within the payroll period during which the holiday occurs.
  - 3. The employee must work the last scheduled working day before the holiday and the first scheduled work day after the holiday and have not been absent due to accident, layoff or leave of absence due to disciplinary or investigatory reasons. If a snow day is called on a day before or the day after a holiday, the employee will not have holiday pay deducted if the employee is unable to report to work, however, employee will not be paid for the day of work missed.
  - 11.6.1.4 The employee must have been employed by the Board for at least three (3) months.
  - 5. Employees will receive holiday, sick, and vacation benefits according to their current work day assignment.

## 11.7 Vacation

All regular full time non-certified employees who are employed on a twelve (12) month basis are granted two (2) weeks vacation with pay after each year of service. Twelve

(12) month employees with less than one year of service are permitted paid vacations at the basis of one day for each full month worked during the fiscal school year. Employees who have ten (10) years of continuous employment in the School

District shall be granted three (3) weeks vacation with pay annually. Employees who have fifteen (15) years of continuous employment in the School District shall be granted four (4) weeks vacation with pay annually.

All vacations require the approval of the Superintendent. Legal holidays or normally non-scheduled days are not considered as vacation days. Vacation time cannot be accrued and carried forward from year to year.

All regular full-time, non-certified employees who are employed on an eleven (11) month basis shall receive three (3) days of paid vacation during non-school attendance days where staff and students are not in attendance in addition to all day Christmas Eve and all day New Year's Eve. The school year is defined as July 1 to June 30 and leave will be prorated accordingly.

#### 11.8 Cash Payment for Unused Sick Leave

Employees may receive a cash payment for unused sick leave in excess of 180 days accumulated during each school year. Payment-in-kind will have the following restrictions:

- 11.8.1 Employee must retain a minimum of 180 days accumulated sick leave.
- 11.8.2 Number of days of payment-in-kind will be 1/3 of unused sick leave not to exceed four (4) days.
- 11.8.3 Rate of pay will be at the employee's individual current pay scale.
- 11.8.4 Pay will be a one-time single payment, payable in the June pay schedule of each school year.
- 11.8.5 Unused sick leave for payment-in-kind purposes is not accumulative from year to year.
6. Eligible employees shall make application for payment-in-kind to the Superintendent not later than June 5<sup>th</sup> of the current fiscal year.
7. Application for payment must be submitted on the form "Request Pay for Unused Sick Leave." Forms will be available, upon request, from the Superintendent's Office.

11.8.8 Employees that are within forty-eight months of retirement eligibility shall not be entitled to receive payment for unused sick leave if the payment would cause an increase in creditable earnings of more than six percent (6%) of the employees' previous year's creditable earnings.

#### 11.9 Travel Expenses

Employees directed by the District shall be reimbursed at the State Rate per mile for authorized use of their car while traveling to school connected business meetings. Travel to attend such school meetings and conferences shall require advance approval by the Superintendent.

#### 11.10 Longevity Clause

The Board will honor each 18 year full time employee with a \$1,000 annual bonus. Employees who complete 17 years of service shall receive a \$500 bonus. An employee who works part time for 18 years will receive 50% of the longevity bonus.

#### 11.11 Uniforms

The District will reimburse employees for the purchase of up to three shirts annually not to exceed \$25 per shirt.

#### 11.12 Second Shift

Any full time or part-time custodian who works second shift shall be paid an additional twenty-five cents (\$.25) per hour. For those eligible employees, sick leave, vacation pay, holiday pay, and personal leave shall be computed based on the established work schedule. For example, a custodian who works second shift and is ill shall be paid for the sick leave including the differential pay. Vacation taken during the summer shall be computed as straight time without the shift differential.



**ARTICLE XII**  
**EMPLOYEE DISCIPLINE**

12.1 Teacher Discipline

Any question or criticism by the employer of a teacher's performance shall be made in confidence and not in the presence of students, other teachers, parents, or other public gatherings.

2. Employee Probation, Discipline and Termination Procedures—ESP Personnel

12.2.1 Probation

12.2.1.1

A newly hired employee, who has not previously been in the service of the District, shall be considered to be a probationary employee for the first ninety (90) full days of his/her employment, and within that ninety (90) days may be discharged at any time without notice, additional compensation or assigning any reason whatsoever and said discharge shall not be subject to Article III-Grievance. For purposes of the Article "days" are considered regularly scheduled full workdays.

- 12.3 Should any employee be required to meet with the supervisor concerning a matter which may result in disciplinary action, the employee shall be entitled the right to request that a local association representative be present in the meeting. When such request is made, the meeting shall not continue until such representative is present.

The right of representation shall not extend to pre and post formal evaluation conferences. If an employee receives an unsatisfactory rating on his/her formal evaluation, the right of representation shall be extended to the employee at any subsequent evaluation conference.

12.4 Records

Intentional falsification of records or application forms is grounds for immediate dismissal.

12.5 Discipline Procedures—ESP Personnel

Disciplinary action will be progressive and except for gross misconduct in accordance to the following schedule. The sequence and necessity for the following steps will be determined by the

Superintendent or designee depending upon the circumstances of

each case subject to the grievance procedure.

12.5.1 Verbal warning

12.5.2 Written warning

12.5.3 One to five day suspension without pay

12.5.4 Discharge - Termination

12.5.4.1 The employment of an employee may be terminated for cause upon action of the Board of Education.

12.5.4.2 The Administration retains the right to conduct an exploratory conference with an employee without the employee having the right to Association representation.

12.5.4.3 The Administration may suspend an employee in excess of five (5) days prior to or after the pre-termination hearing. In no case shall an employee be suspended for more than thirty (30) calendar days without pay.

12.5.4.4 Prior to the dismissal of an employee who has met the probationary period as stated in 12.2.1, the Board or its designee shall conduct a pre-termination hearing. At least five (5) days notice shall be given prior to the pre-termination hearing. In addition, the Board or its designee shall provide a notice of charges and the employee shall be given an opportunity to present his/her view of the incident(s) at the pre-termination hearing. If requested by the employee, an Association representative may be present at such pre-termination hearing.

12.6 Experience

To advance in experience, one must work more than six months before July 1. Raises will be issued on or after July 1 for those who advance up the scale or advance to a new percentage rate in their category on July 1. All raises will be effective on July 1.



**ARTICLE XIII**  
**STAFF REDUCTION**  
**ESP Personnel**

13.1 Order of Layoff

In the event of a necessary reduction in work force, the employer shall first lay off all part-time employees within a classification by seniority before laying off full-time employees. With regard to full-time employees, the employer shall first lay off the least senior full-time employee in the classification where the reduction is necessary. Laid off part-time employees may displace less senior part-time bargaining unit employees in another category provided they have previously accrued seniority in that category. Laid off full-time employees may displace less senior part or full-time bargaining unit employees in another category provided they have previously accrued seniority in that category. Reference 6.7.

13.2 Written Notice

Should a reduction in the work force be necessary, written notice shall be given to the affected employee(s) with receipt of mail at least 30 days before the reduction occurs.

13.3 Employee on Leave of Absence

Employees who are on approved leave of absence shall be subject to this article of this Agreement.

13.4 Subcontracting

The Board shall notify the Union at least sixty (60) days prior to its decision to sub-contract work currently performed by bargaining unit members. The Board upon proper notification by the Association will bargain its decision to sub-contract work currently performed by bargaining unit members.



**ARTICLE XIV**  
**RETIREMENT**

14.1 Retirement Pay

Teachers with fifteen or more years in the District who submit an irrevocable letter of retirement qualifying under the Illinois Teachers' Retirement System for a non-discounted retirement annuity may be eligible to be paid one of the following amounts under this Early Retirement Incentive (ERI). To be eligible for the ERI, the teacher must retire during a specified window period. Specially, the teacher may receive this ERI if he or she retires at the first of the following to occur:

1. At the end of the school year in which he or she first accumulates at least thirty five (35) years of creditable service in TRS (including applicable credit for sick leave, military services, or alternate pension systems); or
2. At the end of the school year (July 1 – June 30) in which the teacher reaches at least age 60.

The teacher's effective retirement date must occur at the end of the school year in which the teacher is first eligible for a non-discounted annuity from TRS so that the additional compensation remains an incentive to retire early rather than a mere severance payment. In determining these dates, teachers must consider and utilize all of their available sick leave for creditable service purposes in TRS.

- a. In the event that a teacher submits the retirement by no later than the June 30<sup>th</sup> preceding the commencement of the Teacher's final full contract year of employment, the teacher's paychecks shall be adjusted during the final full year of employment to equal 105% of the teacher's TRS creditable salary earned in the previous year. This computation is in lieu of any other salary increases established in this or succeeding contracts.
- b. In the event that a teacher submits the retirement by no later than the June 30<sup>th</sup> preceding the commencement of the teacher's final two full contract years of employment, the teacher's paychecks in each of the last two full years of employment shall be adjusted so that the TRS creditable salary to be paid in each of the teacher's final two full

years of employment equals 105% of the teacher's TRS creditable salary earned in the previous year. This computation is in lieu of any other salary increases established in this or succeeding contracts.

- c. In the event that a teacher submits the retirement by no later than the June 30<sup>th</sup> preceding the commencement of the teacher's final three full contract years of employment, the teachers paychecks in each of the last three full years of employment shall be adjusted so that the total TRS creditable salary to be paid in each of the teacher's final three full years of employment equals the teacher's TRS creditable salary earned in the previous year. This computation is in lieu of any other salary increases established in this or succeeding contracts.

Notwithstanding the above, if a teacher discontinues any extra-curricular coaching or other extra-duty position in any year in which the retirement incentive is paid, his or her non-exempt TRS creditable salary shall be reduced from the amounts set forth herein by the stipend for the extracurricular coaching or extra-duty position in the year the position is discontinued. During the years that a teacher is receiving the retirement incentive, the District shall not direct, require, or compel said teacher to perform any extra duties not performed by the teacher in the prior year, that would otherwise increase the teacher's creditable earnings beyond the 106% of his/her previous year's salary.

The parties hereby acknowledge and agree that they intend that a teacher submitting a timely notice of retirement is eligible to receive the amounts provided for in (a), (b), or (c) above, even if the period over which the bonus is to be paid extends beyond the term of the existing Agreement. Such teacher will not, however, be eligible to receive retirement incentives negotiated in successive agreements.

In the event that a teacher's retirement date under this policy contemplated use of sick leave benefits for creditable service purposes and the teacher subsequently uses all or a portion of his or her available sick leave days and does not have enough remaining sick leave days available upon the contemplated retirement date to retire without discount the teachers shall revoke the retirement and the teacher shall, subject to his or her health condition, continue employment until such time that he or she is eligible to retire at the end of the school year without a discounted annuity.

If any teacher receives benefits under this policy and subsequently fails to retire as contemplated herein, such teacher shall be obligated to reimburse the District for the amount of the incentive less what the teacher would have received had the teacher not been eligible for the retirement incentive. In the

letter of notice to retire, the teacher shall grant permission for the District to recover (in a maximum amount of 5% per pay period) any benefit already paid should the teacher decide to rescind his or her retirement.

**ARTICLE XV**  
**EFFECT OF AGREEMENT**

15.1 Terms and Conditions

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

15.2 Individual Contracts

The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

15.3 Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain heretofore in full force and effect.

15.4 No Strike

Strike means an employee's refusal in concerted action with others to report for duty, or his or her willful absence from his or her position, or his or her stoppage of work, or his or her absence in whole or in part from the full, faithful or proper performance of his or her duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment.

15.4.1 During the term of this Agreement, employees shall not participate in a strike in whole or in part.

15.5 Management Rights

The Board shall not be required to bargain over inherent managerial policy which shall include the following areas of discretion or policy:

15.5.1 The functions of the Board.

15.5.2 Standard of Service.

15.5.3 The Board's overall budget.

15.5.4 Selection of new employees.

15.5.5 Direction of all employees.

15.6 Duration

This Agreement shall commence on July 1, 2021, and shall be effective for the 2021-2022, 2022-2023, 2023-2024, 2024-2025 school years and shall terminate July 1, 2025.

15.7 This Agreement is signed this 17 day of March, 2021.

In Witness thereof:

For the Bunker Hill Education  
Association-IEA-NEA

#8

For the Board of Education  
Bunker Hill School District

\_\_\_\_\_  
BHEA President  
President

\_\_\_\_\_  
Board of Education

\_\_\_\_\_  
BHEA ESP President  
Secretary

\_\_\_\_\_  
Board of Education

**Appendix C**

1. Add: Coaches and sponsors may be required to drive mini-van if number of participants is fewer than twelve (12).
  
2. Additional Pay Opportunities for Coaches/Sponsors:  
The following incentives are available for coaches/sponsors of student activities in Groups 1-13:
  - \$200 additional for attending a pre-approved professional development workshop. Goal: promote continual learning of each sport/activity's best practices. Pre-approval form required in advance signed by Superintendent. \*\*
  - \$200 additional for sponsoring/coaching multiple (>1) student activity. Goal: Increase continuity of expectations among programs that progress from elementary to high school.
  - \$200 additional for holding a pre-approved student camp aimed at increasing awareness and generating interest in student athletics/activities. Pre-approval from required in advance signed by Superintendent. \*\*

\*\*These must be pre-approved by Superintendent in order to qualify for additional incentive pay. Forms will be made available by July 2021 when contract goes into effect. \*\*