

**AGREEMENT BETWEEN**

**THE BOARD OF EDUCATION**

**HERITAGE COMMUNITY UNIT SCHOOL DISTRICT NO. 8**

**AND**

**THE HERITAGE EDUCATION ASSOCIATION, IEA/NEA**

**2013-2014**

**2014-2015**

**2015-2016**

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## ARTICLE I

A. The Board of Education of Community Unit School District No. 8 recognizes the Heritage Education Association, IEA/NEA, as the sole and exclusive bargaining representative for all full-time and regularly employed part-time certificated and noncertificated employees employed by Employer. Excluded: Superintendent, Building Principal, Assistant Principal, Superintendent's Secretary and other confidential employees as defined by the Illinois Educational Labor Relations Act.

B. **Bargaining Unit - Definition**

The term "bargaining unit" will encompass both certificated and noncertificated employees as defined in Section A. of this Article.

C. **Employee - Definition**

The terms "staff member," "employee," "member" and "bargaining unit member" shall mean members of the bargaining unit unless otherwise specified.

D. **Superintendent - Definition**

The title "Superintendent" shall mean the Superintendent of Schools or his/her designee.

E. **Teacher - Definition**

The term "teacher(s)" or "teaching staff" shall mean members of the bargaining unit employed in positions requiring teacher certification unless otherwise specified.

F. **Support Staff - Definition**

The term "support staff" or "classified staff" shall mean members of the bargaining unit employed in positions not requiring teacher certification.

G. **Tenured Teacher - Definition**

The term "tenured teacher" shall mean a member of the bargaining unit employed in a position requiring teacher certification who has achieved tenure pursuant to statute.

H. **Probationary Teacher - Definition**

The terms "probationary teacher" and "nontenured teacher" shall mean a member of the bargaining unit employed in a position requiring teacher certification who has not achieved tenure pursuant to statute.

I. **Days - Definition**

The term "days" will mean calendar days unless otherwise specified.

J. **FOIA Officer**

The FOIA officer will notify the Union President when a request is made for copies of a member's personnel file, within 48 hours of request.

## **ARTICLE II**

### **A. Right To Organize**

Employees shall have the right to organize, join and assist the Association and shall have the right to refrain from any of the above.

### **B. Agenda**

Matters referred to the Board by the Association in writing that are considered appropriate by the Superintendent for Board action will be placed on the Agenda as one (1) of the first three (3) items for consideration under "New Business."

### **C. Pre-Board Meeting Information Packet**

Two (2) copies of the agenda of any Board meeting, financial reports and any Board policies to be considered at the meeting shall be provided to the Association President on the same day as such items are provided to Board members.

### **D. Board Minutes**

Two (2) copies of all Board agendas and Board minutes shall be placed in the Association President's school mailbox on the same day they are delivered to Board members.

### **E. Use Of Facilities**

The Association shall have the right to use school buildings, facilities and equipment when their use does not conflict with the school activities. Any costs associated with such use shall be paid by the Association.

### **F. Association Communication**

The Association shall be able to post notices of activities and matters of Association concern on a designated bulletin board in a place that is agreed upon between the union and administration. The Association may use employee mailboxes for communication to employees. The employees may also use technology, such as phones and Promethean Boards, to engage in simultaneous building meetings using such programs as Skype.

### **G. Closing Of School**

Notification of emergency school closing shall be released for broadcast over public media as soon as possible after a decision to close is made. The employee telephone tree shall be initiated as soon as possible thereafter.



H. **Lounge**

If space is available that is not needed for educational or other District needs, the Board shall designate an area in each building to be used as a staff lounge.

I. **Membership Data**

Names and addresses of newly hired employees shall be provided to the Association within one (1) week of hiring, except that the employer shall be required to provide the Association with only one (1) list at the end of the summer listing all the between school year newly hired employees then known.

J. **Copies Of Agreement**

As soon as practical after ratification by the Association and adoption by the Board, the Board shall have sufficient copies of the Agreement prepared for distribution to each employee in the District.

K. **Right To Public Information**

Within two (2) weeks of a written request, the Board shall provide the Association with a copy of all readily available public information.

L. **Dues Deduction**

The Board shall deduct from each employee's pay the current dues of the Association, provided that the Board has an employee-executed authorization for dues deduction, the amount of which shall annually be certified by the Association by the first day of school. The membership dues specified will be prorated and deducted from pay checks starting in September. The Association shall notify the Board of the proper prorated dues deduction for any authorization cards turned in after September. All dues deducted by the Board shall be transmitted to the Treasurer of the Association within ten (10) working days of the payment of the employees.

M. **Fair Share**

Each employee, except those expressly excluded by this provision, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

**1. Inclusions - Fair Share**

The provisions of the Article shall be applicable to all bargaining unit members not specified under Section M.1. above, as well as those listed herein:

- a. Any teacher employed by ABL Community Unit School District No. 6 prior to June 1, 1986, who was a member of the Association on that date or subsequently joined the Association.
- b. Any part-time teacher initially employed between June 6, 1986, and August 25, 1986, who was a member of the Association during that time or subsequently joined the Association.
- c. Any support staff employee employed by Homer Community Consolidated School District No. 208 on June 1, 1987, who was a member on that date or subsequently joined the Association.
- d. Any bargaining unit who was a member of the Association on the effective date of this Agreement or is employed after July 1, 1989 (whichever date is earlier).

**2. Board Deduction - Fair Share**

In the event that the employee does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the nonmember.

- 3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- 4. In the event any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - a. The Board gives timely notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and
  - b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with the Article.

- c. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
5. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the employee to a mutually agreeable nonreligious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

**N. Personnel File**

An employee shall have the right to examine his/her personnel file and have a representative of the Association accompany him/her in such review. Upon request of the employee, the Employer will provide the employee one (1) copy of any nonconfidential material in the employee's personnel file. The employee may respond in writing to any material placed in the personnel file, and the dated and signed response will be placed in the personnel file.

**O. Board Policy - Location Of Copies**

A current copy of the Board Policy will be placed in each building's library.

**P. Notification Of Assignment**

Teachers shall be notified in writing of their tentative assignments for the following school year before the end of the current school year. After July 1, if a teacher objects to a change in assignment, the teacher shall be permitted to resign without penalty.

## ARTICLE III

### A. **Calendar**

The school calendar shall consist of one hundred eighty-five (185) days of which one hundred seventy-five (175) will be student attendance days and five (5) will be institute days. The teacher work year will consist of not more than one hundred eighty (180) teacher attendance days. Unused emergency days shall not become work days for teachers. Teachers not on approved leave shall be docked on the basis of 1/180. Teachers agree to work 180 days for the agreed upon contract pay even if the school year goes beyond the last day of school in the official school calendar. This might be necessary due to a large number of emergency days being used.

### B. **Work Day**

Teachers may be required to be at school for seven and one-half (7 1/2) hours a day. On days when students are dismissed early due to inclement weather, the teacher's work day will end when the students are dismissed. Teachers may be required to stay after school until no later than 4:30 p.m. or to arrive before school no earlier than 7:30 a.m. no more than two (2) times per month for teachers' meetings which have been announced at least forty-eight (48) hours before they begin. If IEP Meetings run past 4:30 p.m., Support Staff will be paid at their appropriate pay rate and certified staff will be paid at the extra duty rate. There will be a second Parent/Teacher Conference time to be scheduled in the spring. Teacher work day is to be 8:00 a.m. to 3:30 p.m.

### C. **Duty-Free Lunch**

Every teacher shall be granted a duty-free lunch of at least thirty (30) consecutive minutes as required in Section 24-9 of the Illinois School Code.

### D. **Preparation Time**

All teachers at the junior high and senior high school who are employed in the District more than fifty percent (50%) shall have preparation time of one hundred fifteen (115) minutes every two days (85/30). The teachers at the senior high school who are employed in the District more than fifty percent (50%) shall have preparation time of one hundred ten (110) minutes every two days (80/30). Full-time elementary teachers shall have preparation time during the work day of at least two hundred ten minutes per five (5) day work week. Part-time teachers who are employed fifty percent (50%) or less do not automatically receive a preparation period as part of their assignment, although they may be given one (1) at the discretion of the Superintendent. Teachers may be assigned recess, noon and bus duty so long as they get their planning time as required by this contract.

**E. Involuntary Transfer**

Upon request of any affected employee, no involuntary transfer shall be made final until the affected employee is afforded an opportunity to meet with the Superintendent to discuss the reasons for the transfer and to suggest alternatives. Within seven (7) days of the meeting, the employee shall be provided a written response, including the reasons therefore. If the employee is dissatisfied with the response, the employee may request a hearing before the Board of Education which shall hear the matter within 45 days. The employee shall be provided a written response within seven (7) days of the hearing.

**F. Posting Of Vacancies**

The School District shall post notice of all bargaining unit vacancies. A copy of the notice, including qualifications and salary range, shall be placed in the school mailbox of the Association President. The notice shall be posted for a minimum of five (5) calendar days before the vacancy is permanently filled. Nothing herein shall prevent the temporary assignment of personnel to fill vacancies during the posting period. During the summer vacation, the list of vacancies shall be mailed to the Association President. Vacancies will be posted on the front door of each building.

**G. Definition Of Vacancy**

Vacancy shall be defined as a position which the School Board determines to fill on a full-time, part-time, short-term or temporary basis other than by substitution, which vacancy was created as a result of 1) resignation, 2) retirement, 3) dismissal for cause, 4) leave of absence with or without pay or 5) a new position created by the Board, except that no vacancy shall exist as a result of the filling of a vacancy.

**H. Extra-Duty Vacancies**

The School District shall post notice of all extra-duty vacancies. A copy of the notice, including qualifications and salary shall be placed in the school mailbox of the Association President. The notice shall be posted for a minimum of five (5) calendar days before the vacancy is permanently filled. The Board reserves the right to fill extra-duty vacancies with the most qualified individual whether that individual is from within or without the bargaining unit. Vacancies will be posted on the front door of each building.

## **ARTICLE IV**

### **A. Sick Leave**

Sick leave shall accumulate without limit. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate family, for purposes of this section, shall include parents, spouse, brothers, sisters, children, grandparents, great grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, niece, nephew, aunt, uncle, domestic partner and step relatives.

Any employee who, because of personal illness, has need for additional accumulated sick leave may have additional days granted by the Board subject to the following procedure:

1. The employee shall submit a written request to the Association identifying how many additional days are needed and the reason for the request. Nothing herein shall require the employee to exhaust all his or her accumulated sick leave before the employee makes such a request.
2. The Association shall make an initial determination as to whether or not the request is meritorious. If Association determines the request is meritorious, the Association shall make a request for paid additional sick leave days on behalf of the employee to the Board.
3. The Board may grant additional sick leave at its discretion in cases of demonstrated need, but the Board shall not unreasonably deny a meritorious request.

### **B. Sick Leave - Compensation For Unused Days At Retirement**

Any employee retiring from the District pursuant to the provisions of a TRS or IMRF retirement shall have remaining sick days reported to the retirement system for additional service credit according to retirement system rules and applicable state laws.

- If the employee is a TRS retiree and has up to 170 sick days or 340 sick days remaining, those unused, uncompensated sick days shall be reported to TRS for additional service credit.

Each certified employee shall be entitled to sick leave days without loss of pay or benefits according to the following schedule:

Years in District	Days per Year
0-6	12
7-14	14
15 +	16

Non-certified nine-month employees shall be entitled to 12 sick leave days and non-certified ten-month employees shall be entitled to 13 sick leave days without loss of pay or benefits. Non-certified twelve-month employees shall be entitled to 14 sick leave days without loss of pay or benefits.

Sick leave shall accumulate to no more than 340 days, including leave for the current year.

- If the employee is an IMRF retiree and has up to 240 sick days remaining, those unused, uncompensated sick days shall be reported to IMRF for additional service credit. If the employee has a minimum of ten (10) years continuous service and more than 240 sick days, the employee shall receive Fifteen Dollars (\$15.00) per day for each unused sick day not reported to IMRF for service credit to a maximum of One Thousand and 00/100 per employee.

Accumulated Sick Leave Compensation shall be paid at the end of the school year and shall be added to the last year's salary of the employee and considered creditable earnings for retirement purposes according to retirement system rules. Support Staff who receive reimbursement for unused sick leave days may not receive any of these unused days back if rehired by the District unless the employee reimburses the District at the rate originally paid for the reclaimed sick days.

The Support Staff has the option to receive Fifteen Dollars (\$15.00) per day for unused sick days instead of having the unused sick days reported to the retirement system for additional service credit. If the unused sick days are compensated at Fifteen Dollars (\$15.00) per day they will not be reportable to the retirement system for additional service credit, but will be reportable as creditable earnings and subject to retirement withholding. (Presently IMRF 4.5%)

### C. **Sick Leave Balloon**

If an employee provides the Board with an irrevocable notice of retirement to be effective at the end of a school year, and delivers this notice of retirement on or before the first day of the school year after which the employee shall retire, 240 sick days (IMRF), the Board will add up to thirty (30) additional sick leave days to the employee's accumulated sick leave not to exceed a total of 240 useable sick

days (IMRF). The employee shall not, under any circumstance, be compensated for unused sick leave provided by this clause (pursuant to sick leave on retirement). Sick leave provided by this clause shall be deducted from the employee's accumulated sick leave total before compensation for sick leave on retirement is computed as covered in (B) above. According to retirement system rules, sick days provided by this clause must be useable in the last year of employment.

**D. Bereavement**

Each bargaining unit member shall be granted up to three (3) bereavement days per year with full pay for a death in the immediate family and up to five (5) bereavement days per year with full pay for a death of a grandparent, great grandparent, parent, spouse or child. Except for a grandparent, great grandparent, parent, spouse or child, immediate family, for purposes of bereavement leave, shall be defined as above in Sick Leave, Article IV, Section A. The employee may use five (5) days of accumulated sick leave per year to attend the funeral of any person.

**E. Personal Leave**

With the approval of the date by the administration, the Board shall grant each employee two (2) days of personal leave without loss of pay or benefits which can be used for personal business. Except in cases of emergencies, written advance notice of the necessity for personal leave shall be submitted at least two (2) working days prior to the date requested to the Superintendent or his/her designee. Unused personal leave shall accumulate as sick leave. Approval shall be granted unless the requested leave day(s) falls on an employee work day immediately before or after a legal or school holiday or vacation, during the first and last week of the school year, or due to the unavailability of substitutes for that day. The Superintendent may waive personal leave restrictions at his/her discretion. Personal days may accumulate to a total of 3 days--one unused day may be carried forward to the following school year.

As long as teachers are willing to cover other teachers' classes during preparation periods and even take an entire teacher's class if substitutes cannot be found, two teachers (per building) may take personal leave days on the same day so long as it is not immediately before or after a legal or school holiday or vacation, or during the first and last week of the school year.

**F. Leave Of Absence Without Pay**

Leaves of absence without pay may be granted to 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.



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 for not more than one (1) year may be granted to employees according to the following conditions:

Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board. The Superintendent may waive the three (3) month notice provision for good cause shown.

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

Leaves of less than one (1) month, if acceptable to and approved by the administration, will not require Board approval nor three (3) months' notice. Leaves may be granted for:

advanced study leading to a degree in an approved university;

educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;

military service;

maternity, child care or adoption; and

other reasons acceptable to the Board which will improve the educational program in the District.

Employees on such leave may continue insurance benefits if they reimburse the District for any prorata costs of benefits for which they apply. Any employee on an approved leave of absence due to illness or medical necessity and not otherwise eligible for leave under the Family and Medical Leave Act shall have Board-paid insurance at the then current Board rate of contribution for up to six (6) weeks of such leave.

The Board shall comply with the provisions of the Family and Medical Leave Act.

Employees will not advance on the salary schedule while on any approved leave of absence without pay unless working at least ninety (90) days of the school year in which the leave was granted.

**G. Professional Leave**

An employee may request professional leave to attend conferences and workshops. Professional leave shall be granted at the discretion of the administration. Professional leave grants shall be limited to events which, in the opinion of the administration, benefit the School District. An employee desiring professional leave shall make request for such leave in writing at least two (2) working days before the proposed leave day. Provided the employee granted such leave submits a voucher documenting his/her expenses, the Board shall pay contract rate mileage, tuition and reasonable room expenses occasioned by such leave.

**H. Association Leave**

The Association may request Association leave. Such request shall be in writing to the Superintendent. Association leave, at no cost to the Association and without loss of pay or benefit to the employee, shall be granted upon request not to exceed a total of eight (8) employee responsibility days District-wide per year. The Association will pay the District for costs incurred for days 5-8 (sub pay and benefits). No more than 6 days may be used by a single union member.

**I. Jury Duty**

Employees shall suffer no loss of pay when called for jury duty, provided the employee shall return pay received by the employee for jury duty to the School District, except that the employee shall be entitled to retain jury duty expense reimbursements received by the employee.

**J. Closing Of Schools**

When schools and school offices are officially closed to an employee by reason of the Superintendent having declared an emergency day, which would have the effect of closing school and providing no work that day for that employee, no leave day previously arranged by the employee will be deducted for such day.

**K. Inclusion**

Any regular non-special education classroom teacher who has a student in his/her class, which student has an IEP for the student's primary handicapping condition, shall have a maximum of one and one-half (1 1/2) hours of release time per year as designated by administration to confer with peers about the child's educational program. The one and one-half (1 1/2) hours shall be defined as per student, per class, per year.

Any regular non-special education classroom teacher who has a student in his/her class, which student has an IEP designating the student's primary handicapping condition as any condition other than those specified above and which teacher identifies a special and unique situation involving the student necessitating release time, may request release time by making a timely request of the appropriate building administrator. The grant, denial and/or scheduling of such release time shall be at the discretion of administration.

**L. Direct Deposit**

Employees will have the option of direct deposit for their paychecks.

## **ARTICLE V**

### **A. Evaluation Orientation - Teachers**

Prior to the performance of any given formal evaluation, but in no case in the first instance later than four (4) weeks after the beginning of each school term or within four (4) weeks of initial employment in the case of a new employee, the administration shall acquaint the teacher to be evaluated with evaluation procedures and instruments. No formal evaluation shall take place until orientation is completed.

### **B. Non-tenure Minimum Evaluation - Teachers**

Non-tenured teachers shall be formally observed and evaluated at least twice each school year, once each semester. First through fourth year non-tenured teachers, who teach in both buildings, will be evaluated at least twice a year by a building administrator, once in each building.

### **C. Tenure Minimum Evaluation - Teachers**

Tenured teachers may be evaluated one time every two years. However, tenured teachers may be evaluated as often as an administrator feels it is necessary. Teachers may request that they be evaluated more often than once every two years.

### **D. Part-Time Teacher Evaluation - Teachers**

Part-time teachers shall be evaluated at least once per year, except those part-time teachers who have been in the District for ten (10) or more years shall be evaluated at least once every two (2) years.

### **E. Evaluation Response - Teachers**

The teacher shall have the right to attach a response to any evaluation. Nothing herein shall prevent the Board/administration from conducting such informal evaluations as it may deem necessary.

### **F. Evaluation Conference - Teachers**

A conference shall be held between the teacher and the evaluator within ten (10) days of evaluation to discuss the observation and written evaluation. At this conference the teacher shall be informed of the outcome of the evaluation.

## **G. Copies Of Evaluations**

The administration shall evaluate each teacher in writing. The evaluating administrator shall provide the employee the original signed evaluation for copying, and the employee shall return the original to the administrator.

## **H. Evaluation Procedure - Support Staff**

Prior to the performance of any given formal evaluation, but in no case in the first instance later than four (4) weeks after the beginning of each school term or within four (4) weeks of initial employment in the case of a new employee, the administration shall acquaint the employee to be evaluated with evaluation procedures and instruments. No formal evaluation shall take place until orientation is completed.

## **I. Review Of Work Performance - Support Staff**

Each formal evaluation shall be preceded by a review of the employee's work record to be completed second semester, after spring break, when applicable.

## **J. Formal Evaluation - Support Staff**

Formal evaluation shall be in writing. A copy of the written evaluation shall be given to the employee and a conference shall be held between the employee and the evaluator within five (5) workdays following the completion of the evaluation. If the employee wishes, he/she may respond in writing to the evaluation and have the response attached to the evaluation for placement in the employee's personnel file.

## **K. Evaluation Frequency - Support Staff**

Support staff employees shall be evaluated at least once during the employee's first year of employment and minimally once every other year thereafter.

After employees have worked 3 years, they may only be evaluated once every five years unless the administration or employee requests more frequent evaluations.

## **L. Right Of Representation**

When an employee is required to appear before an administrator for any reason that may lead to disciplinary action, the employee shall be entitled, upon request, to Association representation. Disciplinary action shall be defined as written reprimand in any form, suspension with or without pay, or dismissal. Further, when an employee is required to appear before the Board, he/she shall be advised in writing of the requirement at least twenty-four (24) hours prior to the meeting. Also, during any time of remediation, an employee has the right to representation.

## **M. Suspension Without Pay**

When any disciplinary suspension without pay of any employee exceeds three (3) days, the employee shall be entitled to a hearing before the Board to review the reasons for the suspension. No employee shall be entitled to such hearing when the suspension without pay is invoked pending dismissal proceedings, and the only hearing which shall be provided an employee under such circumstances shall be pursuant to 105 ILCS 5/24-12.

## **N. Complaints Against Employees**

Any complaint, which could reasonably lead to the discipline of an employee, shall require the employer to notify the employee of the substance of the complaint and the name of the complainant before any discipline is invoked. Discipline shall be defined as verbal warning, written warning, and suspension without pay, notice to remedy or dismissal. A negative comment included in an evaluation shall be subject to the above. The employee may request a meeting with the complainant, and administration shall cooperate in scheduling the meeting at a mutually agreeable time and place. The meeting may or may not precede the invocation of discipline. The employee shall have the right to Association representation at any such meeting.

## **O. Teacher Evaluation**

The same teacher evaluation will be used for tenured and non-tenured teachers. Non-tenured teachers are not subject to remediation.

## **P. Security Cameras**

If relevant to discipline of an employee, security video may be made available to the Association or employee for viewing to the extent it was made, exists, or has been retained by the district. If students are personally identifiable on the video, and parent consents or releases have not been attained by the district, the video shall be available only if student's image can be obscured to make the students no longer personally identifiable when the video will be shown to or made available to outside individuals. The district and Association shall split the cost for third party services if the district lacks software to obscure images, if that step is needed.

## **ARTICLE VI**

### **A. Seniority Definition - Teachers**

Nontenured teachers shall not accrue seniority. Once a teacher has achieved tenure, seniority shall be measured from the first day of continuous certificated teaching service within either Homer Community Consolidated School District No. 208, ABL Community Unit School District No. 6 or Heritage Community Unit School District No. 8, whichever is earliest.

### **B. Seniority Accrual - Teachers**

Seniority shall not accrue during any unpaid absence. Seniority shall accrue during any paid absence, including an absence paid by worker compensation.

### **C. Seniority, Loss Of - Teachers**

All seniority shall be lost upon resignation, retirement, and dismissal for cause or upon layoff when recall rights expire.

### **D. Seniority Tie Breaker - Teachers**

If two (2) or more certified and qualified teachers have the same seniority as defined herein, the following procedure shall be employed to determine seniority order:

1. The teacher with the longest total teaching service, whether or not continuous and whether or not in Heritage Community Unit School District No. 8 or its predecessor component districts, shall be deemed to have the greater seniority. If a tie still results, then;
2. The teacher with the highest college degree earned and total graduate hours beyond the highest degree earned shall be deemed to have the greater seniority. If a tie still results, then;
3. The order shall be determined by lot.

### **E. Recall - Teachers**

If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the teachers, in seniority order, so removed or dismissed so far as they are legally qualified to hold such positions. If a teacher is tendered a recall offer by certified or registered mail addressed to the teacher's last known address for a position for which the teacher is qualified, the teacher shall respond in writing either accepting or rejecting the offer within fourteen (14) days of postmark. Failure to respond within the designated time

period shall be deemed rejection of the offer. Copies of recall notices shall be mailed to the Association President at the time they are sent to the teacher.

**F. Seniority List - Teachers**

On or before February 1 of each year, in consultation with the Association, the Board shall develop a teacher seniority list. Each tenured teacher shall appear on each seniority list under each position for which the teacher is certified and qualified.

**G. Seniority List Exceptions - Teachers**

The Association shall have thirty (30) days from February 1 of each year to file exceptions to the seniority list. Exceptions shall be filed with the Superintendent of Schools.

**H. Categories Of Positions - Support Staff**

For purposes of determining seniority among the support staff in the bargaining unit, the following categories of positions shall exist within the meaning of School Code Section 10-23.5:

1. Cook
2. Custodian
3. Maintenance
4. Certified teacher aide
5. Noncertified aide
6. Bus driver
7. Secretary

**I. Seniority Definition - Support Staff**

Seniority shall be defined as the length of continuous service measured from the first day of employment in Heritage Community Unit School District No. 8, Homer Community Consolidated School District No. 208, or ABL Community Unit School District No. 6, whichever is earliest. All seniority computations shall be calculated on the basis of total continuous service. Examples:

1. An employee regularly employed as a four (4) hour per day bus driver and at the same time regularly employed as a four (4) hour per day cook shall receive one (1) year's seniority for each year of employment. So long as the employee continues to be employed in both positions, the above employee shall appear on both the cook and bus driver seniority lists, and at the end of the employee's first year of employment, shall be shown as having accrued one (1) year of seniority on each list.



2. An employee regularly employed only as a four (4) hour per day cook shall receive only one-half (1/2) a year's seniority for each year of employment (so long as the employee's employment is limited to four (4) hours per day). At the end of the employee's first year, the above employee shall appear on the cook seniority list and shall be shown as having accrued one-half (1/2) a year's seniority.
3. Employees in the position of head custodian-bus driver shall earn seniority in the positions of both bus driver and custodian.

J. **Seniority Breaks - Support Staff**

Seniority shall not accrue during any unpaid absence. Seniority shall accrue during any paid absence, including an absence paid by worker compensation.

K. **Seniority, Loss Of - Support Staff**

All seniority shall be lost upon resignation, retirement, and dismissal for cause or upon layoff when recall rights expire.

L. **Recall - Support Staff**

If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employees so removed or dismissed from that category or position, so far as they are qualified to hold such positions on the date of recall.

M. **Seniority List - Support Staff**

On or before January 1 of each year, in consultation with the Association, the Board shall develop a support staff seniority list. The list shall be categorized pursuant to the categories of positions set forth in Article VI, Section H, **Categories of Positions - Support Staff**, and hereinabove. Each employee shall appear on each seniority list for each position to which said employee is currently assigned.

N. **Seniority List Placement And Removal - Support Staff**

If an employee is removed from a particular category of position, the employee shall be removed from the seniority list in said category of position as of date of removal. If an employee is assigned to a new category of position, the employee shall carry all said employee's seniority to such new category of position. Example:

1. A bus driver-custodian with seven (7) years' seniority is reassigned as a cook. There is no break in service. The employee shall be removed from

the bus driver and custodian seniority lists and shall be placed on the cook seniority list and thereon credited with seven (7) years' seniority.

2. An employee employed one-half (1/2) time as a bus driver and one-half (1/2) time as a custodian for seven (7) consecutive calendar years is reassigned as a full-time custodian. The employee shall appear on the custodian seniority list and thereon be credited with seven (7) years' seniority.

**O. Seniority List Order - Support Staff**

The seniority list developed pursuant to the above shall list the employee with the greatest seniority in each category of position first, followed by the other employees in each category of position in order of seniority.

**P. Seniority List Exceptions - Support Staff**

The Association shall have thirty (30) days from January 1 of each year to file exceptions to the seniority list. Exceptions shall be filed with the Superintendent of Schools.

**Q. Seniority Measure - Support Staff**

For purposes of start of service, end of service or breaks in service, seniority shall be measured in terms of days of service; and in no case shall seniority be measured in terms of a unit of time smaller than a day. Overtime shall not be recognized for purposes of seniority computations. Fractions of years shall be measured by use of a denominator equal to the number of days in the routine regular work year for the particular category of position:

1.	Cook	178
2.	Custodian	239
3.	Maintenance	239
4.	Certified teacher aide	176
5.	Noncertified aide	176
6.	Bus driver	176
7.	Secretary	200
8.	Principal's secretary	239
9.	Special education driver	176 plus summer school days

**R. Seniority For Part-Time Employees - Support Staff**

Regularly employed part-time employees shall accrue fractional seniority. To calculate such seniority, the employee's routine regular work week, exclusive of overtime, shall be divided by forty (40) hours per week, and the resulting fractional seniority shall be credited. Routine regular work week shall mean the employee's mean work week July 1 to June 30, exclusive of overtime. Examples:

1. An employee who routinely works thirty (30) hours per week shall receive three-fourths (3/4) of a year's seniority for each year the employee is employed.
2. An employee who routinely works eight (8) hour work days but is only employed three (3) days per week shall receive three-fifths (3/5) of a year's seniority for each year the employee is employed.

**S. RIF – Non Certified**

Non-certified personnel will be given 100 calendar day notice prior to a RIF.

**T. Job Opening – Teacher Seniority**

Tenured Teachers may apply for transfers to another building, grade, or grade level, or subject area, provided vacancies exist. Such applications or intent shall be in writing and sent to the Building Principal where the vacancy exists. A Teacher may request a conference to discuss the transfer with the Building Principal in whose building the vacancy exists. If any tenured Teacher who has made application or requested such a transfer is denied the assignment, he/she may request a written reason(s) for the denial from the appropriate administrator.

## **ARTICLE VII**

### **A. Grievance Definition**

Any claim by the Association, any employee or group of employees that there has been a violation, misrepresentation or misapplication of the terms of this Agreement shall be a grievance.

### **B. Time Limits - Grievance**

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

### **C. Grievance Procedures**

The parties 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. However, a grievance shall be processed as follows:

#### **D. Step I**

Within thirty (30) days of the alleged violation or reasonable knowledge thereof, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

#### **E. Step II**

If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step I answer. The Superintendent shall arrange with the Association representative for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

#### **F. Step III**

If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the Employer within thirty (30) days of the date of the Step II answer, then the grievance shall be deemed withdrawn. If within fifteen

(15) days of the filing of the demand with the Employer the parties cannot agree on an arbitrator, the demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings.

**G. Expedited Arbitration**

Upon mutual agreement of the parties, the Expedited Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

**H. Postponement Of Arbitration**

The moving party for postponement of an arbitration hearing shall bear the cost of any fees assessed by the American Arbitration Association, which are attributable to such postponement.

**I. No Reprisals Clause**

No reprisals shall be taken by the Employer against any employee because of the employee's participation in a grievance.

**J. No Written Response**

If no written response has been rendered within the time limits indicated by a step, then the grievance shall be deemed advanced to the next step of the procedure.

**K. Class Grievance**

Class grievances involving one (1) or more employees or one (1) or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step II.

**L. Filing Of Materials**

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

**M. Grievance Withdrawal**

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

**N. Costs**

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

O. **Court Reporter**

If only one (1) party requests the presence of a court reporter, that party shall bear the cost of the reporter.

P. **Bypass**

By mutual agreement, any step of the grievance procedure may be bypassed.

Q. **Released Time**

Every effort shall be made to schedule the Step III hearing outside of work hours. Should the Step III hearing of any grievance require that an employee(s) be released from his/her regular assignment(s), the employee shall be released without loss of pay or benefits. The cost of substitute(s) shall be shared equally by the Board and the Association.

## **ARTICLE VIII**

### **A. Salary Schedule Incorporation**

The salary schedule for teachers shall be set forth and incorporated into this Agreement as Appendix A. The salary schedule for support staff shall be set forth and incorporated into this Agreement as Appendix B. Schedules in these Appendices shall be as generated by the Board's negotiator's computer program based upon agreed upon parameters.

### **B. Extra-Duty Schedule Incorporation**

The extracurricular/extra-duty schedule shall be set forth and incorporated into this Agreement as Appendix C.

### **C. Mediation**

In the event the services of a mediator are needed, the parties shall request the services of the Federal Mediation and Conciliation Service (FMCS). The request by one (1) party shall be honored by the other party and a joint request shall be filed.

### **D. Representatives**

Each party to the negotiations shall select its own negotiating representatives. Meetings shall be held as necessary at times and places agreed to by both parties.

### **E. Good Faith Bargaining**

Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith.

### **F. Negotiations**

Negotiations will be conducted pursuant to the Illinois Educational Labor Relations Act and any guidelines or rules promulgated by the Illinois Educational Labor Relations Board.

### **G. Complete Understanding**

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.

H. **No Strike**

Neither the Association nor any employee, individually or collectively, shall engage in nor encourage any work stoppage, slowdown or any other concerted interruption in or concerted interference with the delivery of educational services during the term of this Agreement.

I. **Savings Clause**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

J. **Incorporation Of Appendices**

Appendices A through E are attached hereto and incorporated herein.

K. **Management Rights**

The Board reserves the responsibility for proper management of the District conferred upon and vested in it by the statutes and the Constitutions of the State of Illinois and the United States, including, but not limited to the responsibility for and the right:

1. to maintain executive management and administrative control of the District;
2. to hire all employees, direct their work, and subject to the provisions of the law, to determine their qualifications;
3. to establish programs and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board; and
4. to delegate authority through recognized administrative channels for the development and organization of curriculum and instruction.

L. **Subcontracting - Bus Driver-Cook-Custodial-Secretarial-Driver Ed**

The employer shall not subcontract the following jobs for bargaining unit work for the life of the contract; bus drivers, driver education teacher, cooks, custodians, and secretaries.



**M. Duration**

This Agreement shall commence and shall be effective on the first day of the 2013-2014 school year and shall expire the last day before the first day of the 2016-2017 school term.

IN WITNESS THEREOF:

FOR THE HERITAGE EDUCATION  
ASSOCIATION, IEA/NEA  
SCHOOL

FOR THE BOARD OF EDUCATION  
HERITAGE COMMUNITY UNIT  
DISTRICT NO. 8

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

*Memorandum of Understanding*

*The Memorandum of Understanding between the Heritage Board of Education and the Heritage Education Association agrees that the 2012-2013 contract for all non-certified staff remains in effect until the 2013-2014 contract is signed.*

**Salary Schedule Teachers**  
**2013-2014**  
**2014-2015**  
**2015-2016**

**APPENDIX B**  
**2013-2014 Salary Schedule**  
**Support Staff**

<b>Position</b>	<b>Min. Years</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
		<b>0</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>
<b>Cook</b>						
Head Cook		16.97	17.06	17.10	17.20	17.24
Assistant Cook		16.41	16.54	16.65	16.68	16.73
<b>Custodian</b>						
Head Custodian		20.47	20.55	20.69	20.78	20.81
Custodian		17.12	19.22	19.34	19.42	19.45
Summer Custodian		16.60	16.60	16.60	16.60	16.60
<b>Maintenance</b>						
Head Maintenance		25.85	25.85	25.85	25.85	25.85
Assistance Maintenance		23.27	23.27	23.27	23.27	23.27
Summer Maintenance		18.34	18.34	18.34	18.34	18.34
Certified Teacher Aide 30 hr approval – College Coursework		17.76	17.84	17.98	18.05	18.08
NCLB Test Certified Teacher Aide		14.63	14.92	15.26	15.64	15.68

Bus Aides who work with combative students get \$2.75 an hour extra for bus route time.

\*Aides who work in Library will receive \$1.50 an hour extra if certified Librarian is not employed by the District.

<b>Bus Driver</b>	<b>Years Exp.</b>	<b>0</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>
Regular Route		14617.66	14691.07	14766.55	14837.90	14912.35
Charter		12.20	12.31	12.43	12.51	12.59
Special Ed Driver		17.82	17.86	17.98	18.07	18.11
Sports Shuttle		20.37	20.50	20.55	20.68	20.73
<b>Secretary</b>						
Principal's Secretary		18.41	18.49	18.58	18.75	18.78
Secretary		17.76	17.84	17.98	18.05	18.08
Nurse		29.73	29.73	29.73	29.73	29.73

## APPENDIX C

### Extra-Duty/Extra-Curricular Salary Schedule

2013-2014

<b>Yearbook</b> - As extra curricular activity	<b>2064</b>
<b>Newspaper</b> - As extra curricular activity	<b>1020</b>
<b>School Play</b>	<b>1261</b>
<b>Freshman Class Sponsor (2)</b>	<b>350 each</b>
<b>Sophomore Class Sponsor (2)</b>	<b>350 each</b>
<b>Junior Class Sponsor (2)</b>	<b>923 each</b>
<b>Senior Class Sponsor (2)</b>	<b>575 each</b>
<b>8<sup>th</sup> Grade Sponsor (2)</b>	<b>450 each</b>
<b>FFA Sponsor</b>	<b>1630</b>
<b>FCCLA</b>	<b>1630</b>
<b>Math Club</b>	<b>145</b>
<b>Science Club</b>	<b>582</b>
<b>Spanish Sponsor</b>	<b>146</b>
<b>Speech Contest Sponsor</b>	<b>770</b>
<b>Youth &amp; Government Club</b>	<b>728</b>
<b>Student Council</b>	<b>728</b>
<b>Band &amp; Chorus</b>	<b>2410</b>
<b>Choral Accompany</b>	<b>14.56</b>
<b>Track Starters</b>	<b>21.84/meet</b>
<b>Ticket Sellers</b>	<b>26.50/night</b>
<b>Internal Substitution</b>	<b>.26/minute</b>
<b>Detention</b>	<b>.26/minute</b>
<b>Summer School Teacher</b>	<b>26.00/hour</b>
<b>Homebound</b>	<b>26.00/hour</b>
<b>Acting Administrator</b>	<b>.26/minute</b>
<b>Designated Administrator</b>	<b>26.00/1-4 hr/4+50 hr</b>
<b>Grant Writing</b>	<b>22.00/hour</b>
<b>Noon Supervisor</b>	<b>.26/minute</b>
<b>Golf Club</b>	<b>500</b>
<b>Art Club</b>	<b>500</b>
<b>Morning Elem/JH supervision from 7:25-8:00 a.m.</b>	<b>15.00/35 min</b>

**Yearbook offered as a class – stipend of \$750**

**Any new clubs/sponsorships credited between contracts will be granted a stipend to the sponsor of \$300/year to be adjusted on the next contract.**

## High School

2013-2014

<b>*Football</b>	<b>4156</b>	
<b>*Assistant Football x 3</b>	<b>2356</b>	
<b>Volleyball</b>	<b>4156</b>	
<b>Assistant Volleyball</b>		<b>2356</b>
<b>Boys' Basketball</b>	<b>4156</b>	
<b>Assistant Boys' Basketball</b>		<b>2356</b>
<b>*Girls' Basketball</b>	<b>4156</b>	
<b>*Assistant Girls' Basketball</b>		<b>2356</b>
<b>*Track (1 Person)</b>	<b>2231</b>	
<b>*Assistant Track</b>	<b>1325</b>	
<b>Baseball</b>	<b>3728</b>	
<b>Assistant Baseball</b>		<b>2356</b>
<b>*Softball</b>	<b>3728</b>	
<b>*Assistant Softball</b>		<b>2356</b>
<b>Scholastic Bowl</b>	<b>835</b>	
<b>Assistant Scholastic Bowl</b>		<b>586</b>
<b>*Football Cheerleading</b>	<b>477</b>	
<b>Basketball Cheerleading</b>		<b>1200</b>
<b>Dance</b>		<b>435</b>
<b>Athletic Director**</b>	<b>4286*</b>	
<b>National Honor Society</b>		<b>100</b>
<b>Bass Fishing</b>		<b>300</b>

**\*VG/Heritage Co-op, salary determined by host school.**

**\*\*Plus 1 period (85 minutes) of release time per day.**

## Junior High

<b>Volleyball</b>	<b>2946</b>	
<b>Assistant Volleyball</b>		<b>1642</b>
<b>Baseball</b>	<b>1902</b>	
<b>Assistant Baseball</b>		<b>430</b>
<b>Boys' Basketball</b>	<b>3364</b>	
<b>Assistant Boys' Basketball</b>		<b>1915</b>
<b>Girls' Basketball</b>	<b>3364</b>	
<b>Assistant Girls' Basketball</b>		<b>1915</b>
<b>Track x 2</b>	<b>2230</b>	
<b>Scholastic Bowl</b>	<b>835</b>	
<b>Assistant Scholastic Bowl</b>		<b>586</b>
<b>Cheerleading</b>		<b>893</b>
<b>Noon Supervision</b>		<b>.26/minute</b>

**Teachers who teach advance placement (AP) courses will be paid a one-time stipend of \$1000.00. In additions, the District will pay for summer AP courses.**

### **AP Dual Credit**

**Anyone that has already taught Dual Credit classes will receive a one-time stipend of five hundred dollars (\$500.00). Anyone acquiring the certification that allows them to teach Dual Credit will receive a one-time stipend of five hundred dollars (\$500.00).**

## **APPENDIX D**

### **A. Employee Information Sheet - Support Staff**

Upon initial employment, and on or about August 1 of each year thereafter, each of the support staff will be provided an Employment Information Sheet, the purpose of which is to provide the member with pertinent information relative to his/her employment. The Employment Information Sheet will include, but not be limited to, the following information:

1. the employee's name;
2. the position to which the employee is assigned;
3. the anticipated number of work days;
4. the approximate number of work hours per day;
5. the hourly rate of pay;
6. the employee's accumulated sick leave, including sick leave for the current year;
7. unused days of vacation entitlement as of July 1; and
8. date of continuous employment with the District.

The Employment Information Sheet is not an individual contract, is not binding upon the District and may be revised as circumstances warrant. Information contained on the Employment Information Sheet shall be consistent with the terms of this Agreement. Members of the support staff are responsible for reporting to the Superintendent any discrepancies noted on the Employment Information Sheet.

**B. Report Of Benefits**

All employees shall receive a report of benefits by the first pay period of their respective work year. The report shall show gross annual salary or hourly rate, cumulative totals for sick leave, personal leave, vacation if applicable and bereavement leave. The Association may suggest employee information worksheet changes for Board consideration. Employees shall have the right to obtain complete information regarding compensation and benefits. Such information may be obtained from the Unit Office during regular business hours.

### C. **Workshops**

Support staff required by the Board or administration to attend workshops or training sessions shall be compensated at regular hourly wage or shall be permitted compensatory time off. Reasonable vouchered expenses shall be reimbursed by the Board in the following categories subject to the following limits:

1. Mileage will meet the IRS rate.
2. Lodging not to exceed Ninety and 00/100 Dollars (\$90.00) per night; and
3. registration fees.

### D. **Bus Runs**

Drivers shall be paid the amount of a charter run and mileage to take care of maintenance of busses at the minimum of 1 hour. Maintenance being defined as taking and picking busses up at Happ's Performance Shop and taking busses through the safety inspections pending prior approval from administration or transportation secretary. Runs are defined as field trips and extra curricular runs.

Sport shuttle runs consist of transporting students to and from Heritage schools for sporting practices or cooperative shuttles to and from Heritage, VG or any other school we would co-op with in the future – provided there is a shuttle run this way.

The transportation secretary will attempt to follow a rotation, based on seniority, of regular route drivers for all extra curricular runs with the understanding that any run which starts before 4:10 pm will be offered to a substitute driver first. Bus drivers who do not want to be included in the rotation for extra-curricular bus runs shall submit such notice at the beginning of each school year. The transportation secretary will be notified of any trading of runs between drivers but the trading of extra bus runs is to be handled between drivers and not involve the transportation secretary.

The provisions of this section shall not apply to the job classifications of Maintenance/Bus Driver employees. The employer may, at the employer's discretion, offer the Maintenance/Bus Driver employee extra bus trips at time and a half (Charter Rate). The employer may disregard the rotational aspects of this provision in doing so.

### E. **Drug Testing For All Staff/Bus Drivers**

The Board shall choose the facility and pay the cost of all drug testing for bus drivers and any other employee that the Board requires to obtain a drug test.



**F. Vacations - Support Staff**

1. Full-time members of the support staff employed by the District on a full-year (12 month) basis shall qualify for paid vacation after one (1) year of employment in accordance with the following entitlement schedule: District service for vacation computation purposes shall mean continuous service to ABL C.U.S.D. #6, Homer C.C.S.D. #208, or Heritage C.U.S.D. #8 or any continuous combination thereof.

Years of Service	Vacation Settlement
After 1 year	5 days
After 2 years	10 days
7 years or more	15 days
20 years or more	16 days

2. Part-time members of the support staff employed by the District on a full-year (12 month) basis shall qualify for paid vacation after one (1) year of employment in accordance with the following entitlement schedule: District service for vacation computation purposes shall mean continuous service to ABL C.U.S.D. #6, Homer C.C.S.D. #208, or Heritage C.U.S.D. #8 or any continuous combination thereof.

Years of Service	Vacation Settlement
1 year	5 prorated days
2 years	10 prorated days
7 years or more	15 prorated days

3. As a general rule, all members qualifying for vacation should take vacations during summer months when school is not in session; however, upon approval by the Superintendent, members may be allowed under special circumstances to take some vacation at other times of the year, such as during Christmas and Easter breaks. Members must request their vacation at least two (2) weeks prior to the requested beginning date of the vacation.

4. Employees may carry over a maximum of ten (10) days of vacation to the next year.

**G. Overtime - Support Staff**

1. All overtime hours must be authorized by the employee's supervisor.
2. Support staff employees shall receive overtime pay for hours worked in excess of forty (40) hours per week at the rate of one and one-half (1 1/2) times the normal rate of pay.

3. The District, at its option, may give an employee compensatory time off instead of overtime pay, but said compensatory time shall be at the rate of one and one-half (1 1/2) times the overtime hours worked.

4. With the approval of the Superintendent, an employee may accumulate compensatory time to be taken off at a later date.

5. Nothing herein shall prevent the Superintendent from authorizing certain types of overtime on a regular basis or from authorizing payment for overtime for which prior approval was not obtained if the Superintendent determines at his sole and exclusive discretion such overtime was appropriate.

**H. Bus Routes - Charter Routes**

A charter route shall be defined as any bus route other than those which transport children to school and from school or to and from District schools during the school day.

**I. Bus Routes - Regular Routes**

A regular route shall be defined as any bus route, which transports children to school or from school or to and from any District schools during the school day.

**J. Meal Period - Support Staff**

Support staff members who are scheduled to work for six (6) continuous hours or longer shall be entitled to a nonpaid duty-free lunch period of thirty (30) consecutive minutes.

**K. Tuberculosis Test - Cooks**

The Board shall pay the cost of one (1) tuberculosis test upon employment for each cook, provided however, the Board, at its sole and exclusive discretion, shall select the physician to perform said test.

**L. Physical Exam - Cooks And Bus Drivers**

The Board shall pay the cost of one (1) physical examination per year for each bus driver and each cook, provided however, the Board, at its sole and exclusive discretion, shall select the physician to perform said physical.

**M. Bus Driver Permits**

The Board shall pay the cost of such bus driver permits as may be required by the State of Illinois or the State Board of Education for an employee to drive a school bus in Illinois, provided however, the Board shall not be liable for the cost of any remedial permits or any permit required by reason of a motor vehicle violation.

**N. Bus Driver Miscellaneous**

Time allotted for a morning and afternoon bus route is a total of 3.5 hours for one day. This includes the route, pre-trip and cleaning of their bus. The district will be responsible for obtaining substitute bus drivers except when the trading of extra-curricular runs occurs between bus drivers. Bus drivers are responsible for keeping their busses clean inside and out. Routes will be reviewed annually to ensure route are within allotted time frame.

Bus driver pay for extra runs begins at the time they enter the bus at the assigned base until they return to the assigned base. Base is defined as the school building where the bus is housed.

Driving between schools during the school day is considered a charter route. Driving between schools after school is a shuttle.

If a required teacher aide is not present on a school bus, the District will make a reasonable effort to obtain a substitute aide. If a substitute aide is not found, a bus driver may stop a bus while on the route should he/she determine that unsafe driving conditions exist.

Special education drivers shall be paid for sick leave and funeral leave.

**O. Break Time**

Employees who work an eight hour day get a 15 minute break in the morning and a 15 minute break in the afternoon.

Employees who work four hours get a 15 minute break.

**P. Assignment Change Notification**

If administration determines that the involuntary extended transfer of an aide is necessary during a school year, the aide shall be given notice of the proposed transfer as soon as practical after administration becomes aware of the need for transfer and shall be given an opportunity to discuss the transfer with each administrator involved.

**Q. Custodial After Hours**

When a custodian is called out after hours or on weekends to open a building or manage an emergency, said employee shall be paid a minimum of 2 hours call out pay, at the overtime rate for said employee. ( 1 ½ time hourly rate)

**R. Probationary Period**

During the first six months of a non-certified employee's employment, such employee shall be an at-will employee and shall be subject to dismissal at any time with or without cause and such dismissal shall not be subject to challenge through the grievance procedure. This provision shall not confer any rights on any non-probationary employee, the employment status of whom (and whose access to the grievance procedure) shall be exactly as it was before this provision was added to the agreement.

**APPENDIX E**

**A. TRS Shelter**

The Board shall deduct and remit on behalf of each teacher the sum of nine percent (9.4%) of said teacher's gross income directly to the Teachers' Retirement System (TRS). Such contribution shall be calculated by adding the teacher's scheduled salary to extra-duty salary and miscellaneous School District income (extended contract pay, supervision pay, substitute pay, e.g.) and multiplying by .094. Said amount shall be paid on behalf of the teacher to the TRS for the purpose of providing the teacher with a tax-sheltered pension contribution consistent with Internal Revenue Service (IRS) tax rulings 414-H(2), 81-35, 81-36 and 105 ILCS 5/16-101, et seq.

**B. IMRF - Support Staff**

Members of the support staff qualifying for inclusion in the Illinois Municipal Retirement Fund shall have deducted from their wages the appropriate amount as established by the Illinois Municipal Retirement Fund, and the District will transmit those funds along with the appropriate Employer's contribution to be applied to the retirement account of each qualifying support staff employee.

**C. Holidays**

Support staff shall be provided the following paid holidays if the holiday falls within the employee's term of employment. Pay for part-time employees shall be prorata (employee's straight time hourly rate times the number of hours in the employee's routine and regular work day, exclusive of overtime):

- |                        |                  |
|------------------------|------------------|
| New Year's Day         | Labor Day        |
| President's Day        | Columbus Day     |
| Good Friday            | Veterans Day     |
| Memorial Day           | Thanksgiving Day |
| Independence Day       | Christmas Day    |
| Martin Luther King Day |                  |

For entitlement to a paid holiday, the employee must report to work or be on authorized paid leave both the day before and after the holiday.

In the event that one of the holidays listed falls on a Saturday or Sunday, and there is school on the Friday or Monday surrounding the holiday, employees may have the option of being paid for the day or adding one paid day to Easter, Christmas, or summer vacation.

District will seek a waiver from the State Board of Education to have school on Veterans Day and Casimir Pulaski day. Cooks, custodians, teacher aides, secretaries, and maintenance personnel will get paid holidays the day before and after Thanksgiving.

**D. Pay Period**

If a regular pay date falls on a weekend or bank holiday, employees shall be paid the day before the weekend or bank holiday. During the summer months, checks shall be mailed to the designated address of the employee so they are received on the regular pay date.

**E. In-House Substitution - Teachers**

In-house substitution is defined as any time during the regular teacher workday that one teacher is requested to assume the instructional or supervisory duties or both of an absent teacher or absent teacher aide.

In order to receive compensation for in-house substitution, teachers must submit a request for compensation on a form provided by the District within the pay period of completing the duty.

**F. Benefits Entitlement**

No employee shall be denied, by action of the Employer, benefits to which he/she may be otherwise legally entitled under the Worker Compensation Act or Occupational Disease Act, provided however, in the instance of any claims, an employee shall elect either benefits provided under the Contract or benefits provided by statute.

**G. Extra-Duty Pay Option**

Each employee performing an extra duty will be paid over the duration of the season due to IRS tax implications.

**H. Tax-Sheltered Annuities**

Upon receipt by the District of a properly executed employee authorization, a deduction from pay for a tax-sheltered annuity shall be effected.

## I. **Retiree Insurance**

To the extent the carrier permits, the Board shall make available group health and hospitalization insurance to retirees until age 65 or Medicare eligible age on the same benefit basis such insurance is made available to current members of the appropriate bargaining unit, subject to the following conditions:

1. The retiree must have retired from active service to ABL C.U.S.D. No. 6, Homer C.C.S.D. No. 208 or Heritage C.U.S.D. No. 8, or any combination thereof, on or after January 1, 1981.

2. The retiree must have completed at least ten (10) consecutive years of service to ABL C.U.S.D. No. 6, Homer C.C.S.D. No. 208, or Heritage C.U.S.D. No. 8 or any combination thereof, immediately prior to retirement.

3. The retiree must have attained the age of fifty-five (55) years on or before the date of retirement.

4. At the time of the retiree's retirement, the retiree must have been an employee in good standing of ABL C.U.S.D. No. 6, Homer C.C.S.D. No. 208 or Heritage C.U.S.D. No. 8.

5. The retiree must be and remain retired pursuant to the provisions of the Illinois Teachers' Retirement System or the Illinois Municipal Retirement System.

## J. **Pay Periods**

Teachers and bus drivers have the option of being paid on a 9 or 12 month basis.

Payroll checks shall be issued on the fifth (5<sup>th</sup>) and twentieth (20<sup>th</sup>) day of each month.

## K. **Mileage**

Mileage will meet the IRS rate. Coaches who drive between buildings will be paid one way only if it is in the opposite direction of their home.

## L. **Insurance/Annuity**

For the 2013-2016 school year, employees hired prior to May 21, 2004, shall have the option of 95% of individual premium per year Board contribution for health insurance or at the option of the employee, Two Thousand Eight Hundred Ninety-six dollars (\$2896) per year Board paid annuity. Employees hired after May 21, 2004, will be offered health insurance only. No annuity will be paid by the Board

for employees who are employed after May 21, 2004, and any current employee who elects to remove themselves from the annuity to take the health insurance cannot return to the annuity.

Election by the employee of health insurance or annuity shall be made on or before the first day of each school year or on or before the employee's first day of employment, whichever is later. An employee may change his or her election upon sixty (60) day notice to the Board and with the prior approval of the annuity and health insurance carrier, whichever are applicable.

The employee shall be solely and exclusively liable for all Teacher Retirement System (TRS), Illinois Municipal Retirement Fund (IMRF), Social Security or Internal Revenue Service (IRS) liabilities which may arise out of this clause; and any and all such liabilities and payments as shall be due TRS, IMRF, Social Security or IRS arising from this clause shall be deducted from the employee's gross pay.

Any employee electing health insurance shall have the option of the following carriers, to the extent such carriers permit:

1. Health Alliance

In order to qualify for health insurance or a tax sheltered annuity, an employee must work half time or more. Employees who work half time or more but not full time will have their health insurance or tax sheltered annuity prorated. Full time cook is 7 hours a day; full time custodian is 12 months a year--8 hours a day; full time secretary is 10 months or more a year and 8 hours a day; full time bus driver drives a morning and afternoon route or a special education route to Champaign; full time teacher works 180 days a year--7 hours a day; full time teacher aide works 175 days for 7 hours a day. This provision becomes effective as of May 1, 1998. Anyone employed prior to May 1, 1998, is grandfathered in.

## **M. Employment Of Spouses For Insurance Annuity**

When the Board employs both a husband and wife from the same family, at the option of the employees and pursuant to the provisions of the Insurance/Annuity clause, Appendix E, Sections L, M or N, the husband and wife may elect to apply Board insurance contributions available to each to one (1) family premium.

## **N. Retirement Bonus**

### **Support Staff**

Support staff members who have been employed by Heritage CUSD #8 and ABL or Homer for a combined total of 20 years or more may apply for a one time retirement bonus for the sum of \$2700 to be paid as part of the last paycheck from the District at retirement. Support staff members must be retiring under the IMRF

system. A letter of resignation must be received at least 12 months prior to the actual date of retirement in order to qualify for this bonus.

## **Retirement Incentive Award Payment (Teachers)**

An employee tendering an irrevocable letter of resignation on a date certain in the future in conformance with the following conditions shall be eligible for a retirement incentive in up to each of his or her final four (4) years of teaching service subject to the following conditions:

- 1) The teacher shall have a minimum of twenty (20) years of continuous full-time service in the Heritage C.U.S.D. #8 by the intended date of retirement.
- 2) The teacher shall be at least sixty (60) years of age on or before December 31 of the year of retirement or will be at least fifty-five (55) years of age and will have at least thirty-five (35) years of creditable service and will not retire under the statutory Early Retirement Option.
- 3) The teacher shall have tendered to the Board a binding, irrevocable resignation for a date certain in the future. The teacher's notice may be given up to four (4) years prior to retirement or by September 1<sup>st</sup> during the year up to and including the school year of retirement. The pre-retirement period may be from one (1) to four (4) years in length depending upon the date the letter of resignation is received by the Board and the specified date of retirement.

Teacher Retirement System (TRS) "TRS creditable earnings," wherever that phrase is used in the entirety of this provision (Retirement Incentive Award Payment), shall mean total TRS creditable earnings including pension payment.

In exchange for the teacher's binding, irrevocable resignation on a date certain, the District agrees to remove the teacher from the salary schedule and for each year of eligibility the teacher's TRS creditable earnings will be increased by six percent (6%) over the teacher's creditable earnings for the prior year of employment except as otherwise provided herein.

The Board will consider case by case any teachers who may be adversely impacted by new State of Illinois retirement or pension legislation or changes to TRS regulations.

Examples:

A teacher applies for the award one year before retirement. The teacher's TRS creditable earnings for the 2006-2007 were \$40,000. The teacher's final year TRS creditable earnings (2007-2008) will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ).



A teacher applies for the award three years before retirement. The teacher's TRS creditable earnings for the 2006-2007 school year were \$40,000. The teacher's first year TRS creditable earning will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ). The teacher's second year TRS creditable earnings will be \$44,944 ( $\$42,400 \times 1.06 = \$44,944$ ). The teacher's final year TRS creditable earnings will be \$47,640 ( $\$44,944 \times 1.06 = \$47,640$ ).

If a teacher has an extra duty obligation at the commencement of the retirement incentive program and ceases to perform those services during the retirement incentive program period, the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra duty compensation.

Example:

A teacher applies for the award three years before retirement. The teacher's creditable earnings for the 2006-2007 school year were \$40,000. The teacher's first year creditable earnings will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ). The teacher's second year creditable earnings will be \$44,944 ( $\$42,400 \times 1.06 = \$44,944$ ). The teacher ceases to perform an extra duty assignment in his or her final year of employment for which he or she would have been paid \$2,000 (TRS creditable earnings). The teacher's final year creditable earnings will be \$45,640 ( $\$44,944 \times 1.06 = \$47,640 - \$2,000 = \$45,640$ ).

Once an irrevocable letter of retirement is submitted, the employee will not be assigned, nor may an employee apply for or assume any additional duty (extra duty or additional work hours, days, weeks or months) that would increase the employee's TRS gross income above the six percent (6%) provided for herein.

If a teacher fails to complete the pre-retirement period, leaves the District prior to the designated retirement date or otherwise retires under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies not contemplated herein to TRS, the District shall be entitled to damages for breach of contract against the teacher in an amount equal to the retirement award payment received by teacher, including tax and retirement withholdings. Upon complete reimbursement of such amount to the District, the teacher shall be entitled to any general wage increase, which would have been applicable during the pre-retirement period.

In no event will a teacher subject to this provision receive an increase in any year covered by this provision of TRS creditable earnings in excess of six percent (6%) of the prior year's TRS creditable earnings.

*Status quo* in the event of a change in the law or a rules change or interpretation by TRS subsequent to the incorporation of this provision into any contract shall be compliance with this provision (to the extent possible without penalty or additional cost to the District) but under no circumstances shall *status quo* be interpreted to require the District to incur

any assessment or penalty not contemplated by the parties at the time this provision was bargained. No penalty of any kind except as expressly and explicitly provided for herein was contemplated by the parties at the time this provision was bargained. If and when bargaining begins pursuant to a demand to bargain (resulting from a change in the law, rules change or interpretation by TRS) and if and when no agreement can be reached on the issue, the employer shall not be required to distribute any monies in a fashion that would result in any increased cost to the District due to a TRS assessment or penalty resulting from the change in the law or a rules change or interpretation by TRS or legislative change beyond the negotiated contribution amount paid on behalf of the employee (9.4% of creditable earnings up to 106% of the previous year's TRS gross; all as permitted without penalty) including any incentive amount that would not result in additional assessment or penalty.

This provision is tentatively agreed to and ratified with the understanding that it will be submitted to TRS for review to obtain reasonable assurance from TRS that the District will incur no penalties or additional assessments resulting from it, and that it is not otherwise problematic to TRS. If TRS should have objections or advises that the District will incur penalties by reason of this paragraph, then before this provision becomes effective it shall be revised through the negotiation process as necessary based upon findings from TRS and resubmitted and revised until reasonable assurance from TRS is obtained.

## **O. Salary Schedule Advancement - Teachers**

The provisions set forth below shall be applied prospectively to determine salary schedule advancement to be awarded after the date of execution of this Agreement. Nothing herein shall be used to determine appropriate salary schedule placement of teachers in the Heritage C.U.S.D. No. 8 on or before the date of execution of this Agreement.

### **Vertical Movement**

Each teacher shall be entitled to one (1) vertical step of salary schedule advancement (provided a cell on the salary schedule exists to accommodate such advancement) for each year in which the employee completes ninety (90) or more working days. A working day shall include days of full- or part-time service, paid sick leave days, paid worker compensation days and days the employee reports to work and is paid.

Beginning with the 2001-2002 school year, teachers who work half time or more will be given a full year of salary schedule credit. Teachers who work less than half time will be given a half year of salary schedule credit. Any teachers employed prior to the 2001-2002 school year will continue to be given a full year of salary schedule credit for any part of a year worked.

## **Horizontal Movement**

Each teacher shall be eligible for horizontal advancement on the salary schedule, provided said teacher:

1. is enrolled in a program leading to a degree at an accredited college or university; or
2. requests and receives approval for horizontal salary schedule advancement eligibility from the Superintendent in advance of course enrollment. Superintendent approval shall only be granted if all the conditions set forth herein are met and if the coursework proposed to be taken directly pertains to the teacher's area of instruction, or in the Superintendent's judgment is otherwise beneficial to the School District; and
3. may submit either graduate or undergraduate hours for salary schedule advancement, except no hours earned before the award of a degree may be used to advance to a column beyond that degree; and
4. shall not earn salary schedule advancement until said teacher demonstrates satisfactory completion of the coursework and shall file a certified transcript demonstrating same with the Superintendent.

Teachers will be moved over on pay scale within 45 days of proof of successful completion of appropriate coursework.

## **P. Prior Experience Credit - Teachers**

When employing a new teacher, the District may grant equal to or less than the years of experience that the teacher had in previous teaching positions. The District could give no credit for previous teaching experience.

## **Q. Tuition Reimbursement**

Any teacher may apply for a tuition reimbursement grant. To receive such grant, the teacher shall:

1. Apply in writing to the Superintendent not later than the date of enrollment in the course for which the tuition grant is sought. Approval, which shall be at the sole and exclusive discretion of the Superintendent, must be obtained before the remainder of the conditions herein are met;

2. Demonstrate enrollment in an accredited and approved institution of higher education; and provide paid receipt; and

3. Demonstrate successful completion with a grade of "B" or better by production of transcript.

For coursework directly related to the teacher's content area, as determined by the Superintendent, and where all above conditions are met, a teacher approved for tuition reimbursement grant shall receive such grant in an amount not to exceed Eight Hundred and 00/100 Dollars (\$800.00) in an School Year (July 1-June 30).

For coursework not directly related to the teacher's content area, as determined by the Superintendent, and where all above conditions are met, a teacher approved for a tuition reimbursement grant shall receive such grant in an amount not to exceed Four Hundred and 00/100 (\$400.00) in any School Year (July 1-June 30).

### **COURSE WORK FOR SUPPORT STAFF**

The District will pay up to \$300 a year for support staff employees to take courses that will improve job-related skills. Superintendent approval is required before enrolling in the course.

#### **R. Certificates - Teacher**

The Board shall reimburse those members of the teaching staff employed by the District for the cost of their certificate registration.

#### **S. Certificates - Other**

The Board shall pay the cost of a food sanitation certificate, bus driver's permit, coaching certificate, and/or commercial driver's license for an employee to the extent such licensing is required for an employee to perform his or her employer-assigned job.

#### **T. Substitute Workers**

No employee of the district will be required to obtain their own substitute.

#### **U. Two IEP Days for Special Education Teachers**

The district will make every effort to employ substitute teachers for two days for special education teachers including speech teachers to prepare for and conduct IEP annual reviews in the spring of the current school year.

#### **V. CPDU**

The District will make an effort to offer CPDU credit for all eligible activities, meetings, and training sessions held in district.

**W. Safety/Emergency Procedures**

Consistent procedures: Safety/emergency procedures shall be consistent between the two buildings. To facilitate moving to consistent procedures, a joint committee (see list of positions) consisting of administrators and teachers (appointed by HEA) from each of the buildings shall review current building procedures and recommendations on one set of procedures to be used in each building. One set of safety/emergency procedures shall be implemented in each building when the recommendation is agreed upon by the Board and the Association.

The Safety Officer will compile a comprehensive safety procedure packet for all staff and substitutes. All staff would be trained in person by the SO and all staff must sign off on the training/packet. All substitutes must read the safety procedure packet and sign off on the training packet prior to their first work day.

**X. Two Pay Periods a Month**

The payroll on the 20<sup>th</sup> will include all extra pay items such as detentions, bench official, ticket taking, internal sub, substitutes, etc. from the 11<sup>th</sup> of the previous month to the 10<sup>th</sup> of the current month, in addition to the employee's regular pay. The payroll on the 5<sup>th</sup> will be all items in the contract pay schedule in the payroll system-teacher's salaries, extra duty salaries (coaching, sponsors) and regularly employed support staff hours-including bus driver extra runs.

All employees must be paid twice a month.

Annuity payments will be made on the 20<sup>th</sup> payroll.

Late paperwork will not be accepted. Payments will have to wait until the following month if the paperwork is late.

**Y. Mentoring**

Every new hire must be offered a mentor when they accept the job. The new hire and the mentor must be notified of the relationship by the first day of employment.

The building principal may ask a tenured teacher to mentor a new teacher. The principal will choose a teacher that is in the same building with the new employee.

If the tenured teacher accepts, the tenured teacher who is the mentor will be paid a total of three hundred dollars (\$300.00) for the school year in which the tenured teacher is mentoring.

No mentor shall be required to work beyond the contractual work day.

No release time will be given to mentors.

No tenured teacher will be hired as a mentor in consecutive years.

No tenured teacher will be hired as a mentor for more than one new employee per year.

New hires will be given a one-time option of a 30 minute release time to observe their mentor or another tenured teacher teaching and handling management.

