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CONTRACT

BELLEVILLE AREA SPECIAL SERVICES COOPERATIVE

AND

BASSCFOE, IFT/AFT LOCAL 6600

2018-2021

This contract is brought to you as a service of BASSC, IFT/AFT, Local 6600.

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1 **ARTICLE I - PARTIES TO THE AGREEMENT**

2
3 This agreement is made and entered into this day of June 20, 2018 by and
4 between the Belleville Area Special Services Cooperative, governing Board
5 hereinafter referred to as the "Board," and The Belleville Area Special Services
6 Cooperative Federation of Employees, IFT/AFT, Local 6600, hereinafter referred
7 to as the "Union."
8

9 **ARTICLE II - RECOGNITION, JURISDICTION AND SCOPE**

10
11 For the purpose of collective bargaining with respect to wages, hours and
12 working conditions, the Board recognizes the Union as the sole and exclusive
13 representative for all Physical Therapy Assistants, Occupational Therapy
14 Assistants, Instructional Aides, including but not limited to, Program Assistants,
15 Individual Care Aides, and Interpreters/Braillist, Vision Itinerant Teacher
16 Assistant, Breakfast/Lunch Coordinator, Assistive Technology Assistant,
17 Program Assistant for RTI, Program Assistant for Security, and School Nurse,
18 hereinafter referred to as the "Staff" during the terms of the agreement. The
19 Personnel Secretary, Physical Therapist, Occupational Therapist, Director,
20 Assistant Director, Alternative Program Managers, Manager of Behavioral
21 Disorders Services, Coordinator of Business Services, Coordinator of Special
22 Services, Transportation Manager, Regional Team Manager, Audiologists, and
23 all Managerial, confidential, supervisory, short-term employees as defined by the
24 Illinois Educational Labor Relations Act shall be excluded from the unit.
25

26 **ARTICLE III - MANAGEMENT RIGHTS**

27
28 It is expressly understood and agreed that all functions, rights, powers or
29 authority of the administration of the Belleville Area Special Services Cooperative
30 (BASSC) and the Board of Directors which are not specifically limited by the
31 express language of this Agreement are retained by the Board provided,
32 however, that no such right shall be exercised so as to violate any of the specific
33 provisions of this Agreement.
34

35 **ARTICLE IV - NO STRIKE PROVISION**

36
37 During the term of this agreement, no employee covered by this Agreement, nor
38 the Union, nor any person acting on behalf of the Union shall ever or at any time
39 engage in, authorize, or instigate any picketing, any recognition of any picket line
40 at the BASSC facilities, any strike, slowdown or other refusal to render full and
41 complete services to the Board, or any activity whatsoever which would disrupt in
42 any manner in whole or in part the operation of the BASSC services.
43

44 In the event of any violation or violations of any provision of this Article by the
45 Union, its members, or representatives, or by any employee:

- 46
47 1. Any violating employee shall be subject to discipline or discharge as
48 determined appropriate in the sole and unilateral discretion of the Board.
49
- 50 2. The Union shall, upon notice from the Board, immediately direct such
51 employees both orally and in writing to resume normal operations
52 immediately and take every other reasonable effort to end any violations.
53

54 **ARTICLE V - SENIORITY AND REDUCTION IN FORCE**

- 55
56 a) Upon completion of a probationary period of ninety (90) workdays, each
57 employee covered by this agreement shall be placed on the Seniority list.
58 The seniority of all employees covered by this Agreement shall date from
59 the employee's continuous employment with the Cooperative since the
60 last hiring date, which date shall be shown on each employee's personnel
61 record. For the purpose of this article, employees regularly working 35
62 hour per week yet less than the full calendar year shall be considered Full
63 Time. Full time employees shall earn seniority on a one-year-worked –
64 one-year-earned basis. Full time employees in paid status for less than a
65 full year shall earn seniority pro rata with the portion of the year in pay
66 status.
67

68 For the purposes of this article, Employees who work less than 35 hours
69 per week for less than 175 days per year shall be considered Part Time.
70 Part time employees shall earn seniority pro rata with the amount of time
71 each actually does work against (one thousand, two hundred twenty-five
72 (1225) hours.
73

74 The term "last hiring date" shall mean the date on which the employee
75 was hired and since which date such employee has not quit, retired, or
76 been discharged. Time shall be deducted from an employee's seniority
77 due to absences occasioned by any unpaid leave of absence.
78

- 79 b) A seniority list of the employees covered by this Agreement will be made
80 available to the Union representative and the seniority list shall be
81 periodically revised not less frequently than once each twelve (12)
82 months. (February 1 of each year).
83
- 84 c) There shall be Five categories of employees – Physical Therapist
85 Assistants, Occupational Therapist Assistants, Interpreters, School Nurse,
86 and Instructional Aides. The category of Instructional Aides will include
87 the positions of Individual Care Aides, Program Assistants for Behavioral
88 Disorders, Developmental Delayed and Autism, Program Assistant for
89 RTI, and Program Assistant for Security.

90 d) In the event it is necessary to reduce the number of positions covered by
91 this agreement and such is not accomplished by normal attrition, the
92 provisions of the School Code of Illinois, Chapters 10-23.5 shall apply.
93 With respect to a reduction in force in the category of Instructional Aides, a
94 more senior Instructional Aide may be laid off if he/she is not qualified to
95 bump into a position held by a less senior Instructional Aide.
96

97 **ARTICLE VI - LEAVES OF ABSENCE**

98
99 **Section 1. Sick Leave:**

100
101 Each staff member shall be entitled to sick leave without loss of pay as follows:

- 102 1st academic year 10 days
- 103 2nd academic year 11 days
- 104 3rd academic year 14 days
- 105 18th-25th academic year 16 days
- 106 26th academic year and after 20 days

107
108 Beginning with the 2018-19 school term, all first year employees will be awarded
109 sick leave using the following allotment:

- 110
- 111 After 30 days of work: 2 sick leave days granted
- 112 After 60 days of work: 2 additional sick leave days granted
- 113 After 90 days of work: 2 additional sick leave days granted
- 114 After 120 days of work: 2 additional sick leave days granted
- 115 After 150 days of work: 2 additional sick leave days granted
- 116

117 Employees beginning their second year of employment will be granted sick leave
118 as all other non-first year employees.
119

120 Part time employees shall earn sick leave pro rata with their percentage of hours
121 worked by comparison to a full time person at one thousand two hundred twenty
122 five (1225). IE – an employee hired to work 3.5 hours for 175 days (total of 612.5
123 hours) would be considered a 50% employee (612.5/1225=.50) and would earn 3
124 full or six half days in first academic year, five full or 10 half days in second
125 academic year, and 7 full or 14 half days thereafter.
126

127 Sick leave not used in the year of service for which it was granted shall
128 accumulate to unlimited days. For purposes of this Section of the contract, a Day
129 shall be defined as the normally scheduled number of hours one would have
130 worked under his/her regular annual contract.
131

132 Sick leave is usable in one-hour increments.
133
134
135

136 **Section 2. Attendance Incentive:**

137

138 For those full-time employees who utilize fewer than two days of sick leave in an
139 academic year, the employer shall provide such employees, if any, a check in the
140 amount of two hundred fifty dollars (\$250.00) as soon as possible at the end of
141 any academic year in which the attendance incentive was earned but not later
142 than the first day of the next academic year. For part-time employees working
143 half time or greater, but less than full-time, who are utilize fewer than two days of
144 sick leave in an academic year, the employer shall provide such employees, if
145 any, with a check in the amount of one hundred twenty-five dollars (\$125.00) as
146 soon as possible at the end of any academic year in which the attendance
147 incentive was earned but not later than the first day of the next academic year.
148 Part-time employees working less than half time are not eligible for this benefit.

149

150 A joint labor-management committee shall work to develop a program for
151 Attendance Incentive. Membership on this labor-management committee shall
152 total up to eight with up to four appointed by the Director and up to four appointed
153 by the Union President.

154

155 **Section 3. Personal Leave:**

156

157 When necessary, staff shall be granted personal leave. Personal needs shall be
158 interpreted to mean urgent personal business. In general, this leave may be
159 defined as such over which a person has no control, or the person's presence is
160 of special significance. Guidelines for utilization are:

161

- 162 a. The staff member has no control over setting the date.
- 163
- 164 b. The presence of the staff member is required.
- 165
- 166 c. absence would not be covered under sick leave.
- 167
- 168 d. A maximum of three (3) full days or six (6) one-half days may be granted
169 for each year of the contract. Employees hired on or after October 19,
170 1999 shall be granted personal leave according to the following schedule.

171

172 1st academic year 1 day

173 2nd academic year 2 days

174 3rd academic year and thereafter 3 days

175

176 Part time employees shall earn Personal leave pro rata with their
177 percentage of hours worked by comparison to a full time person at one
178 thousand two hundred twenty five (1225). IE – an employee hired to work
179 3.5 hours for 175 days (total of 612.5 hours) would be considered a 50%
180 employee ($612.5 / 1225 = .50$) and would earn one half days in first
181 academic year, one full or 2 half days in second academic year, and 3 half

182 days thereafter.

183
184 Days do not accumulate as personal leave. No specific reason shall be
185 required to be given when one requests a personal day. Any unused
186 personal leave shall accumulate as employee's sick leave. For purposes
187 of this Section of the contract, a Day shall be defined as the normally
188 scheduled number of hours one would have worked under his/her regular
189 annual contract.

190
191 e. Leave cannot be used the day before or the day after a holiday except
192 with the director's approval. Prior to granting such approval, the
193 Supervisor may require that a reason be stated by the employee as to why
194 the leave is necessary on the given day.

195
196 f. The staff member shall notify the Supervisor at least twenty-four (24)
197 hours in advance unless emergency conditions dictate otherwise.

198
199 **Section 4. Extended Illness Leave:**

200
201 Upon utilization of all accumulated sick leave, a staff member may be granted,
202 upon request, an extended leave of absence of up to a maximum of one year
203 without pay for personal illness subject to medical certification. The staff member
204 shall notify the Director in writing of their intention to return to work at least thirty
205 (30) days prior to the end of their granted leave of absence. Failure to comply
206 with this regulation shall be considered as a resignation.

207
208 **Section 5. Leaves of Absence:**

209
210 Staff members may apply for a leave of absence without pay for reasons other
211 than those contained in Article 6, Section 3 of this agreement. Applications shall
212 be addressed to the Board. A staff member on any type of leave of absence
213 shall notify the Board in writing prior to March 1 whether or not he or she intends
214 to return to the District the following school term. Failure to comply with this
215 regulation shall be considered as a resignation.

216
217 All benefits available to a staff member under this agreement shall be suspended
218 during a leave of absence without pay. The staff member may continue
219 participation in the District insurance program for employees, provided the staff
220 member agrees to pay all premium costs during the leave period by submitting
221 payment for their coverage to the business office by a date designated by the
222 director.

223
224 **Section 6. Funeral Leave:**

225
226 In the event of the death of a member of an employee's immediate family, as
227 identified by the School Code, such employee shall be entitled to a maximum of

228 (3) days of absence without loss of pay and without loss of personal or sick
229 leave. For purposes of this Section of the contract, a day shall be defined as the
230 normally scheduled number of hours one would have worked under his/her
231 regular annual contract.

232 This section, Funeral Leave, shall be subject to the same standards of proration
233 as sick and personal leave; however, it shall be earned at a maximum of three
234 days in all years of employment.

235

236 **Section 7. Jury Duty:**

237

238 Employees of the Cooperative who are called for jury duty or subpoenaed as a
239 witness, shall receive full pay for time on such official duty, but shall refund to the
240 Cooperative any money received for such duty except for transportation, meals
241 and/or other expense money which is retained by the employee. Employees
242 shall not be required to work while serving on jury duty.

243

244 **Section 8. FMLA:**

245

246 The parties agree to alter the 12-month work hour threshold for FMLA eligibility
247 due to the current practice in place, as well as the fact that BASSC
248 paraprofessionals do not currently have enough possible work hours to meet the
249 federal requirement of 1250 hours. The parties agree to adjust the threshold to
250 be the total possible BASSC work year minus the available sick and personal
251 leave for one year. As such, the following limits will be utilized moving forward:

252

253 **First Year Employees:**

254 This provision does not apply as these employees would not be eligible for
255 FMLA.

256

257 **Second Year Employees:**

258 Must work at least 1141 hours in the previous twelve (12) months to be
259 eligible for FMLA.

260

261 **Employees with Three or More Years of Continuous Service:**

262 Must work at least 1113 hours in previous twelve (12) months to be
263 eligible for FMLA.

264

265

266 **ARTICLE VII - FRINGE BENEFITS (INSURANCE)**

267

268 **Section 1. Group Insurance:**

269

270 2018-2021:—The Board shall provide a group hospitalization, major medical and
271 a life insurance policy (\$10,000) for each full time staff member. The Board shall
272 pay 100% of all health insurance cost for all bargaining unit members.

273

274 System 1: Existing Employees of BASSC
275 i. BASSC will continue to pay 100% of single coverage
276 ii. The employee will be responsible for \$30 per month
277 towards any level of family coverage that the employee elects, with
278 the remaining costs being picked up by the board.
279

280 System 2: New Employees Hired after July, 1 2018
281 i. BASSC will pay 100% of single coverage
282 ii. The board will pay 85% of the total premium cost towards any
283 family level coverage elected by the employee, with the
284 employee picking up 15% of the cost.
285
286
287

288 Section 2. Insurance Leave Coverage

289

290 Effective with the 2012-2013 school year, employees that are absent from work
291 in a no-pay status, which absence is not covered under FMLA, shall be
292 responsible for the full cost of his/her health insurance for each day of absence.
293

294 Section 3.

295

296 **Health Maintenance Organizations (HMO):** In the event that federal law
297 mandates an HMO option, the employee may exercise the option by adopting an
298 HMO of his/her choice in lieu of the district's authorized insurance plan. In that
299 event, the board shall pay only the current rate of the authorized insurance plan
300 with the same conditions stipulated in Article VII, Section 1 regarding the district's
301 authorized insurance plan.
302

303 Section 4. Insurance Committee

304

305 The Board and the Union will establish an insurance committee containing at
306 least two (2) Union members. The committee will research insurance plans
307 annually (at minimum) to ensure competitive rates for the following year.
308

309 Section 5. Holidays

310

311 The following days shall be considered holidays on which employees are not
312 regularly required to work. Any employee who becomes required to work on
313 such a day shall be compensated at the rate of two and one half times his/her
314 normal rate of pay for such work.
315

316	Labor Day	New Years Day
317	Columbus Day	Martin Luther King Day
318	Veteran's Day	Lincoln's Day
319	Wednesday before Thanksgiving	Casimir Pulaski Day

320	Thanksgiving Day	*Easter Break
321	Friday following Thanksgiving	Memorial Day
322	Christmas Day	Fourth of July

323

324 *Easter holiday shall be observed the Friday before Easter and the Monday
325 following Easter and one additional day will be observed to be determined by the
326 Cooperative which will either be the Thursday before Easter or the Tuesday after
327 Easter.

328

329 The only exceptions to the above list are that in any member district or in any
330 BASSC operated school—

331

332 a. Wednesday before Thanksgiving may be substituted for Veteran's Day

333

334 and

335

336 b. Presidents Day may be substituted for Lincoln's Day.

337

338 At any BASSC operated school or at any member district, any employee who is
339 required to work on one of the above listed holidays, or its agreed substitute,
340 shall be compensated at the rate of two and one-half times the effected
341 employee's regular rate of pay for said work. In no case, may an employee be
342 required to work on a listed holiday, or its agreed substitute holiday, or be paid
343 straight time for such work, and be substituted with any other holiday.

344

345 If any contractual holiday occurs on a Saturday, the day shall be awarded on the
346 Friday prior. If any such holiday occurs on a Sunday, the day shall be awarded
347 the Monday immediately after.

348

349 **Section 6. Full Time and Part-time Employees:**

350

351 All employees in this bargaining unit work a regular schedule of hours for the
352 academic year only. Those who work regularly 35 hours per week for 175 days
353 per year are considered full time. Part-time employees are employees who
354 either work less than 35 hours per week for 175 days per year or who regularly
355 work for the entire academic year (175 days) yet less than five days per week.
356 By accepting a position, each employee establishes a work schedule at the start
357 of his/her employment as to the number of days per year and the weekly
358 schedule of hours. This schedule shall change during the year only by mutual
359 agreement; however, it may change from year to year based upon the needs of
360 the cooperative. Any such changes for an academic year must be made known
361 to the employee prior to the close of the preceding academic year or the
362 schedule from the preceding academic year shall remain unchanged for the
363 following academic year.

364

365 Such schedules shall be memorialized in a document known as an Annual
366 Individual Contract setting out only the hours of work. Regardless of the
367 existence of changes to schedules or the continuance of the previous schedule,
368 the employer shall issue the Annual Individual Contract each year to each
369 employee. New employees shall receive their contracts not later than seven
370 calendar days following Board action to hire said employee. Employees recalled
371 following a RIF shall receive a contract with the recall notice. These contracts
372 represent a guarantee of a minimum number of workdays and hours. This
373 guarantee stands to cause the employer to make up emergency days or offer the
374 employees additional work within the individual employee's job description
375 beyond the academic year; however fulfillment of this guarantee shall not serve
376 to reduce the employment bargaining unit members would otherwise have in
377 summer school.

378
379 On those occasions when the student(s) assigned to an interpreter or individual
380 care aide are absent from school, the following rules shall apply.

- 381
382 a. The employer will make every effort to find an "alternate
383 assignment" for the individual to perform during the absence of
384 his/her student(s).
- 385 b. If an alternate assignment is within the employee's regularly
386 assigned classroom or regularly assigned job classification the
387 employee is obligated to take the assignment and will be paid at his
388 or her regular rate of pay.
389 Example: Whenever an Individual Care Aide's student is absent
390 said employee shall be required to take an alternate ICA position
391 within the Coop.
- 392 c. If the "alternate assignment" is outside of the employee's regularly
393 assigned work, the employee may choose to take the assignment
394 or not.
- 395 i. If the "alternate assignment" is accepted by the employee,
396 the employee shall be compensated at his/her regular rate of
397 pay.
- 398 ii. If the "alternate assignment" is rejected by the employee,
399 and if the employee knew of the "alternate assignment" prior
400 to the employee arriving at work, the employee will not be
401 paid for the day.
- 402 iii. If the "alternate assignment" is rejected by the employee,
403 and the employee has arrived at his/her regular place of
404 work prior to finding out about the "alternate assignment,"
405 the employee will be paid for 4 hours of call in time and then
406 be on unpaid status until either he/she returns to his/her
407 assignment or accepts an "alternate assignment."
- 408 iv. An employee on unpaid status due to having refused an
409 "alternate assignment," may, at any time, request an
410 "alternate assignment" and either be granted an "alternate

411 assignment” or returned to paid status, as determined by the
 412 employer. Any request that is made prior to the start of the
 413 workday, will be considered as a legitimate request which
 414 must be honored by the employer, however, the employee is
 415 encouraged to give as much notice as possible to the
 416 employer of the employee’s desire for an alternate
 417 assignment.
 418 v. If an employee accepts an Interpreters assignment said
 419 employee shall be paid at his or her regular rate of pay or
 420 the Interpreters rate of pay, whichever is higher.
 421
 422
 423
 424

425 **Section 7. Severance:**

426
 427 Upon the written notification of impending bona fide retirement, a retirement
 428 incentive shall be paid in equal installments to the individual employee over the
 429 course of the last two work years, based upon the number of years of
 430 employment in BASSC. This payment shall be according to the following
 431 schedule:
 432
 433

434	Full years of Service	Benefit
435		
436	10	2000
437	11	2200
438	12	2400
439	13	2600
440	14	2800
441	15	3000
442	16	3200
443	17	3400
444	18	3600
445	19	3800
446	20	4000
447		

448 Those individual employees eligible for bona fide retirement must notify the
 449 director of his/her impending retirement by the first day of the school year two
 450 years prior to retirement . Any employee not following this time schedule waives
 451 any claim to any part of this retirement incentive.
 452

453 This benefit shall be payable to the employee’s estate in the case of the
 454 employee’s death while in the employ of BASSC.
 455

456 **Section 8. IRS 125 Plans**

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The BASSC Administration shall select a provider at no cost to BASSC for the purpose of providing employees the opportunity to purchase medical and dependent care expense reimbursement accounts.

ARTICLE VIII – SALARY AND HOURS

All rates of pay are applicable for bargaining unit members for any and all hours worked including but not limited to the academic year and summer school. It is further agreed that bargaining unit members have first preference to work summer school hours.

Section 1. Salary Schedule

COTA/PTA

	18- 19	19-20	20-21
Step 1:	\$28.26	\$29.11	\$30.27
Step 2:	\$29.67	\$30.56	\$31.78
Step 3:	\$30.33	\$31.24	\$32.49
Step 4:	\$31.19	\$32.12	\$33.41
Step 5:	\$31.83	\$32.78	\$34.10
Step 6:	\$32.41	\$33.39	\$34.72
Step 7:	\$35.67	\$36.74	\$38.21

Step Movement is granted to each employee at the start of each academic year until the employee reaches Step 7.

Educational Interpreters

	18- 19	19-20	20-21
Step 1:	\$27.22	\$28.04	\$29.16
Step 2:	\$28.50	\$29.36	\$30.53
Step 3:	\$29.23	\$30.11	\$31.31
Step 4:	\$29.87	\$30.77	\$32.00
Step 5:	\$30.79	\$31.71	\$32.98
Step 6:	\$31.64	\$32.59	\$33.89

Step Movement is granted to each employee at the start of each academic year until the employee reaches Step 6.

The first line in the above chart represents the rate at which a new employee will start earning and continue at through the first July 31 of his/her employment. On the first August 1, following initial employment; a new employee shall receive the increase listed in the second line of the above chart.

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Instructional Aides

Starting Rate: (FY19) \$12.31 (FY20) \$12.46 (FY21) \$12.61

Program Assistant for RTI and Security

(FY19) \$15.15 (FY20) \$15.30 (FY21) \$15.45

If an existing employee is placed into this role a \$3.00 additional differential in pay will be applied to the current hourly salary.

School Nurse (Licensed Practical Nurse – LPN)

(FY19) \$19.15 (FY20) \$19.30 (FY21) \$19.45

School Nurse (Registered Nurse – RN)

(FY19) \$23.15 (FY20) \$23.30 (FY21) \$23.45

Asst. Tech Asst./ Brailist/ Interpreter

Starting Rate: (FY19) \$27.37 (FY20) \$27.52 (FY21) \$27.67

Vision Assistant

Starting Rate: (FY19) \$15.19 (FY20) \$15.34 (FY21) \$15.49

Breakfast/Lunch Coordinator

Starting Rate: (FY19) \$15.69 (FY20) \$15.84 (FY21) \$15.99

All continuing employee from the 2017-2018 year, beginning on August 1, 2018 and again on each successive August 1 shall receive the increase indicated for each year as follows:

Academic Year 2018 - 2019

All bargaining unit members shall receive a 3% increase in their rate of pay.

Academic Year 2019 - 2020

All bargaining unit members shall receive a 3% increase in their rate of pay.

Academic Year 2020 - 2021

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All bargaining unit members shall receive a 4% increase in their rate of pay.

Section 2. Hours:

Each employee's supervisor under the following limitations shall individually establish Schedules –

1. Employees shall receive an unpaid, duty-free lunch period of at least 30 minutes per day; however, if an employee is required to eat lunch with the students, said employee shall be paid for the lunch period.
2. Employees shall receive two paid fifteen-minute breaks per day, one in the morning and one in the afternoon.
3. COTA's and PTA's and any other itinerantly scheduled employee may opt to eat lunch in his/her car while driving from one work cite to another. All driving time from site to site will be paid-time regardless of the option for eating lunch. Miles driven between the first job site and the last job site of each day are reimbursable miles at the then current IRS rate.
4. On those days an employee is scheduled to work with an individual student and the student is not at school, the employee may choose to reschedule his/her work at some future time as the student will be in attendance and as is agreeable to the immediate supervisor or perform other professional duties such as writing reports as the employee may choose. In any case, the employee shall be compensated for all scheduled time that school is in session.
5. All employees requested or required to drive his or her personal vehicle in the performance of their job on behalf of BASSC shall be reimbursed at the current IRS government mileage rate unless notification of a new assignment is made the night before.

Section 3. Overtime:

Employees working beyond 7 hours per day shall be compensated at the rate of 1 and 1/2 times the normal.

Employees required to work on weekends shall be paid double time and if required to work on a holiday, shall be paid double time and one half.

Section 4. In House Classroom Substitution Rate of Pay

The Board will reimburse employees substituting for teachers at the substitute teacher daily rate of pay or the employee's current rate of pay, whichever is greater.

595

596 **Section 5. Professional Development**

597

598 Upon approval by the administration of BASSC, and in their sole discretion,
599 vision itinerant TA's, Educational Interpreters, Physical Therapy Assistants, and
600 Occupational Therapist Assistants shall be granted professional day(s) to attend
601 workshops to maintain licensure and certification.

602

603 Each Physical Therapist Assistant, Occupational Therapist Assistant, Interpreter,
604 School Nurse, and Breakfast/Lunch Coordinator, are eligible for up to a
605 maximum of \$100 per year reimbursement for professional development costs
606 associated with renewing his/her required certifications or licensure. To be
607 eligible for reimbursement, the employee's supervisor must approve the
608 professional development workshop in advance; the employee must successfully
609 complete the professional development workshop and the employee must submit
610 receipts to substantiate the amount of reimbursement requested.

611

612 On days students are dismissed early, ICAs and PAs assigned to the building
613 where those students are dismissed, will remain at work for a full day.

614

615 **ARTICLE IX – WORKING CONDITIONS**

616

617 **Section 1. Safety in the Workplace**

618

619 The Union and the Board agree to a joint non-binding advisory process. This
620 process will involve Executive Committee Members, BASSC Administrative staff,
621 and direct service staff involved in the BASSC Instructional Programs. The goal
622 of the process will be to engage in long range planning, problem solving, and
623 program review/revisions that will promote the well being and safety of staff and
624 students.

625

626 The process will be administered in three parts:

627

628 1. There will be a committee comprised of direct service staff involved in the
629 BASSC Instructional Programs and BASSC Administrative Staff. The committee
630 will discuss issues related to the goals of the process. The committee will meet
631 twice a month for the months of January and February, 2008, totaling no less
632 than four (4) total meetings. Thereafter, the committee will meet monthly for a
633 maximum of no more than one (1) year.

634

635 2. The Administrative Staff will report the findings of the Committee to an
636 Advisory Committee. The Advisory Committee shall consist of BASSC
637 Administrative Staff and Executive Committee Members of BASSC. The
638 Advisory Committee shall report to the Executive Committee for a maximum of
639 no more than one (1) year.

640

641 3. The Advisory Committee will report to the Executive Committee at regularly
642 scheduled Board meetings.

643

644 4. After one (1) year, the committee referenced above in 1. shall dissolve, and
645 the issue of "Safety" shall be a mandatory subject of discussion at meetings of
646 the Labor Management Committee.

647

648 It is the express intent of the parties that the committee not be a bargaining
649 committee, within the meaning of the *Alton* decision and that the committee's
650 work product shall not result in a collectively bargained agreement unless and
651 until the parties actually engage in bargaining in a forum other than the
652 committee through their respective representatives thereby reaching an
653 agreement that is subsequently ratified by the parties.

654

655 **Section 2. Safety and In-Service Training**

656

657 Each bargaining unit employee shall have the opportunity to receive hands on
658 training in each discipline prior to the start of each school year. This training
659 shall be on a voluntary basis. However, if an employee opts not to volunteer to
660 participate in such training, he or she shall still be required to accept alternate
661 positions.

662

663 A. The Cooperative shall provide Crisis Prevention Institute (CPI) training to all
664 non-certified staff within the first forty-five (45) days of employment at no loss of
665 pay or benefits.

666

667 B. The Cooperative shall provide refresher training annually for all employees at
668 no cost or loss of pay to said employee.

669

670 C. On days students are dismissed early, ICAs and PAs assigned to buildings
671 where those students are dismissed will remain at work for a full day to ensure
672 said employee maintains his/her full 175 calendar days.

673

674 **Section 3. Hands-On In-Depth Training**

675

676 In addition to employee annual work days scheduled under Article VII, Section 4,
677 employees will be required to work one additional workday each contract year in
678 order to receive training. BASSC will add this additional workday to the
679 employee's yearly work schedule.

680

681 **Section 4. Bus Aide Duties**

682

683 In the event the District requires a student to be assigned a bus aide, the
684 following procedures will be followed to assign the bus aide duties:

685

- 686 a. One employee will be identified as the primary bus aide for the student
687 and two employees will be identified as alternate bus aides for the
688 student.
689
- 690 b. The student's Individual Care Aide will be asked to serve as the primary
691 bus aide for the student. If the ICA accepts, the ICA will serve as the
692 primary bus aide for the student for the school year.
693
- 694 c. Two qualified on-site bargaining unit members will be asked to serve as
695 alternate bus aides for a student. If the employees accept the
696 assignment, the employees will serve as the alternate bus aides for the
697 student for the school year.
698
- 699 d. If the primary and two alternate bus aide positions are filled using the
700 above procedures, the primary and two alternative bus aides are
701 responsible to perform the bus aide duties for the school year.
702
- 703 e. If any of the primary or alternative bus aide positions remain vacant
704 after following the above procedures, the program supervisor shall have
705 the authority to assign the bus aide duties to the students' Individual
706 Care Aide or any other qualified on-site non-certified bargaining unit
707 member for the school year. The employees assigned to perform the
708 bus aide duties shall be responsible for performing those duties for the
709 school year.
710
- 711 f. Any employee accepting or being assigned to a bus route in the
712 morning and/or the afternoon, shall be paid a minimum of one hour of
713 overtime for each route (AM and/or PM). For example, if an employee
714 works both an AM and a PM route, they would receive a minimum of
715 two hours of overtime that day.
716
717

718 **Section 5. Personnel Files**

719
720 All bargaining unit employees shall be notified in writing within five (5) school
721 work days of any information or documentation placed in his/her personnel file.
722

723 **ARTICLE X - GRIEVANCE PROCEDURE**

724 **Definition**

725 A grievance shall mean a written complaint by a member of the bargaining unit
726 that there has been an alleged violation, misinterpretation, or misapplication of
727 the specific provisions of this Agreement.
728

729 **Purpose**

730

731 Every employee covered by this Agreement shall have the right to present
732 grievances in accordance with these procedures, the purpose of which is to
733 secure, at the lowest possible administrative level, equitable solutions to valid
734 grievances which may arise. Any employee who participates in the Grievance
735 Procedure shall not be subject to disciplinary action or reprisal because of such
736 participation.

737

738 **Representation**

739 The grievant has the right to representation of choice in the grievance procedure.
740 The grievant or his/her representative shall be present at all grievance
741 discussions unless the Board, Union, and the grievant mutually agree that the
742 grievant's presence is not desirable or necessary. When the presence of the
743 grievant at a grievance hearing is required by either party, illness or incapacity of
744 the grievant shall be grounds for any necessary extension of grievance
745 procedure time limits.

746

747 **Time Limits**

748 A grievance must be filed within ten (10) school work days of the event or
749 whenever the grievant became aware or should have become aware of the event
750 that gave rise to the grievance, whichever is later. The number of days indicated
751 at each step in the procedure shall be considered as the maximum allowable to
752 the parties and every effort shall be made to resolve the grievance as rapidly as
753 possible.

754

755 **Constraints**

756 Any investigation or other handling or processing of any grievances by the
757 grievant or the Union shall be conducted so as to result in no interference with or
758 interruption whatsoever of the instructional program and related work activities of
759 the grievant or of the District's employees.

760

761 Failure of a grievant or the Union to act on any grievance within the prescribed
762 time limits will act as a bar to any further appeal and an administrator's failure to
763 give a decision within the time limits shall permit the grievant to proceed to the
764 next step. Time limits may be extended in writing by mutual agreement.

765

766 If the Union or any employee files any claim or complaint in any form other than
767 under the grievance procedure of this Agreement, then the District shall not be
768 required to process the same claim or set of facts through the grievance
769 procedure.

770

771 **Procedure**

772

773 **Step One:** It is desirable for an employee and the immediate supervisor to
774 resolve problems through free and informal communications. Therefore, before a
775 grievance is filed, the claimant shall discuss the claim with his/her most
776 immediate supervisor.

777

778 **Step Two:** If the complaint cannot be resolved informally, the aggrieved
779 employee shall file the grievance in writing with his/her immediate supervisor,
780 who shall certify by signature the date and hour the grievance was received.
781 This certification shall be witnessed by the grievant. The written grievance shall
782 state the nature of the grievance, shall note the specific clause or clauses of the
783 Agreement which are applicable, and shall state the remedy requested. The
784 filing of the formal, written grievance must be within ten (10) school work days
785 from the date of the occurrence of the event giving rise to the grievance. The
786 supervisor shall make a decision on the grievance and communicate it in writing
787 to the employee and the director within ten (10) school work days after receipt of
788 the grievance.

789

790 **Step Three:** In the event a grievance has not been satisfactorily resolved at the
791 second step, the grievant shall file, within ten (10) school work days of the
792 immediate supervisor's written decision at Step Two, a copy of the grievance with
793 the director. Within ten (10) school work days after receipt of the grievance, the
794 director or his designee shall meet with the grievant to resolve the grievance.
795 The director or his designee shall file an answer within ten (10) school work days
796 of the third step grievance meeting and communicate it in writing to the grievant
797 and the immediate supervisor. The Union has the right to review and terminate
798 the grievance procedure at this point.

799

800 **Step Four:** If the grievance is to continue beyond Step 3, the grievance shall
801 proceed to the Board. The grievance will be considered on the same date after
802 the next regularly scheduled monthly meeting of the Board. A written decision
803 will be rendered by the Board within ten (10) school work days of the fourth step
804 grievance hearing.

805

806 **Step Five:** If the grievance is not satisfactorily resolved at Step Four, the
807 grievance shall proceed to binding arbitration. The Union shall submit to the
808 director a written request on behalf of the Union and the grievant to enter into
809 binding arbitration. This request must be submitted within twenty (20) school
810 work days of receipt of the Step Four answer.

811

812 Arbitration proceedings shall be conducted by an arbitrator to be selected by the
813 two parties from a roster of arbitrators provided by the American Arbitration
814 Association. Within seven (7) calendar days after the Association requests
815 binding arbitration, the two parties will request the American Arbitration
816 Association provide a panel of seven (7) arbitrators. Each of the two parties will
817 alternately strike one name at a time from the panel until only one name shall
818 remain. The remaining name shall be the Arbitrator. Expenses for the
819 arbitrator's services shall be borne equally by the Board and the Union.

820

821 The decision of the Arbitrator shall be final and binding on the parties. The
822 arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the

823 provisions of the Agreement. The arbitrator's authority shall be strictly limited to
824 deciding only the issue or issues presented to him in writing by the Board and the
825 Union and his decision must be based solely and only upon his interpretation of
826 the meaning or application of the express relevant language of the Agreement.
827

828 **ARTICLE XI - FAIR SHARE**

829
830 **Section 1.** All employees covered by this Agreement who are not members of
831 the Union, commencing on the effective date of this Agreement, or upon their
832 initial employment, and continuing during the term of this Agreement, and so long
833 as they remain non-members of the UNION, shall pay to the UNION each month
834 their fair share of the costs of the services rendered by the UNION that are
835 chargeable to non-members under state and federal law.
836

837 **Section 2.** Such fair share payment by non-members shall be deducted by the
838 BOARD from the earnings of the non-member employees and remitted to the
839 UNION, provided, however, that the UNION shall certify to the BOARD a fair
840 share amount not to exceed the dues uniformly required as members in
841 conformity with state law and Labor Board rules.
842

843 **Section 3.** The BOARD shall cooperate with the UNION to ascertain the names
844 of all employee non-members of the UNION from whose earnings the fair share
845 payments shall be deducted, their work locations and available space to post a
846 notice concerning fair share.
847

848 **Section 4.** The UNION shall cause to be posted a notice concerning the fair
849 share fee information required or permitted by the Labor Relations Act and Board
850 rules.
851

852 **Section 5.** Upon adoption of any UNION internal appeal procedure, the UNION
853 shall supply the BOARD with a copy. In addition, the UNION shall advise the
854 BOARD of subsequent changes therein.
855

856 **Section 6.** Upon receipt of formal notice of an objection or unfair labor practice
857 charge to the Labor Board, the UNION and the BOARD, hereby, agree to comply
858 with Labor Board rules. The BOARD shall forward the objector's fee or portion of
859 the objector's fees being contested to the Labor Board to be placed in an escrow
860 account pending a decision or mutually agreeable settlement between the
861 UNION and the objector(s).
862

863 **Section 7.** The UNION shall indemnify and hold harmless the Board, its
864 members, officers, agents and employees from and against any and all claims,
865 demands, actions, complaints, suits, or other forms of liability that shall arise out
866 of, or by reason of action taken by the BOARD for the purposes of complying
867 with the above provisions of this Article, or in reliance on any list, notice,
868 certification, affidavit, or assignment furnished under any such provisions.

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Section 8. If during the term of this agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the UNION and the BOARD agree to convene negotiations on these matters immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

Article XII – Payroll Deduction and FOIA Requests

Payroll Deduction – The employer shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that an employee revokes their dues in accordance with the terms in which they authorized the dues deductions, the Union will notify the employer after the close of the revocation window. The union shall indemnify and hold harmless the board, its members, officers, agents, and employees, in both their individual and official capacities, from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above payroll deduction provisions, or in reliance on any list, notice, certifications of deductions or revocations. This section shall be subject to the grievance process."

FOIA Requests – The Union shall be notified within Five business day of the employer's receipt of a Freedom of Information Act (FOIA) request that asks for information regarding any bargaining unit member, including, but not limited to, names, email addresses, any part of the home address, or list of members of the union, dues payers, or non-members.

ARTICLE XIII - EFFECT OF AGREEMENT

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. BASED shall no longer be in force.

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 in full force and effect.

915 **Terms of Agreement**

916

917 This Agreement shall become effective on the 1st day of July, 2018, and shall
918 continue in effect until June 30, 2021 unless specifically stated to the contrary
919 elsewhere in this agreement.

920

921 This Agreement is signed this 21st day of June, 2018.

922

923 **IN WITNESS WHEREOF:**

924

925 **For the BASSC Federation of Employees, IFT/AFT, Local 6600**

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President



Secretary

**For the Board of Directors of the Belleville
Area Special Services Cooperative (BASSC)**



Chairperson

