

CONTRACT

BELLEVILLE AREA SPECIAL SERVICES COOPERATIVE

AND

BASSCFOE, IFT/AFT LOCAL 6600

2021-2025

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

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## **ARTICLE I – PARTIES TO THE AGREEMENT**

This agreement is made and entered into this day of July \_\_\_\_\_, 2021 by and between the Belleville Area Special Services Cooperative, governing Board hereinafter referred to as the “Board,” and the Belleville Area Special Services Cooperative Federation of Employees, IFT/AFT, Local 6600, hereinafter referred to as the “Union.”

## **ARTICLE II – RECOGNITION, JURISDICTION AND SCOPE**

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

## **ARTICLE III – MANAGEMENT RIGHTS**

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

## **ARTICLE IV – NO STRIKE PROVISION**

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

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

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

## **ARTICLE V – SENIORITY AND REDUCTION IN FORCE**

- a) Upon completion of a probationary period of ninety (90) workdays, each employee covered by this agreement shall be placed on the seniority list. The seniority of all employees covered by this agreement shall date from the employee's continuous employment with the Cooperative since the last hiring date, which date shall be shown on each employee's personnel record. For the purpose of this article, employees regularly working 35 hour per week yet less than the full calendar year shall be considered full-time. Full-time employees in paid status for less than a full year shall earn seniority pro rata with the portion of the year in pay status.

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

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

- b) A seniority list of the employees covered by this agreement will be made available to the union representative and the seniority list shall be periodically revised not less frequently than once each twelve (12) months. (February 1 of each year).
- c) There shall be five categories of employees – Physical Therapist Assistants, Occupational Therapists Assistants, Interpreters, School Nurse, and Instructional Aides. The category of Instructional Aides will include the positions of Individual Care Aides, Program Assistants for Behavioral Disorders, Developmental Delayed and Autism, Program Assistant for RTI, and Program Assistant for Security.
- d) In the event it is necessary to reduce the number of positions covered by this agreement and such is not accomplished by normal attrition, the provisions of the School Code of Illinois, Chapters 10-23.5 shall apply. With respect to a reduction in force in the category of Instructional Aides, a more senior Instructional Aide may be laid off if he/she is not qualified to bump into a position held by a less senior Instructional Aide.

## **ARTICLE VI – LEAVES OF ABSENCE**

### **Section 1. Sick Leave**

Sick leave shall only be usable for the purpose defined in the Illinois School Code. If three (3) or more full consecutive days of sick leave are used, the employer may request a doctor's certification. Any sick leave used during an employee's final two weeks of employment, may be subject to the doctor's certification requirement.

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

1 <sup>st</sup> academic year	10 days
2 <sup>nd</sup> academic year	11 days
3 <sup>rd</sup> academic year	14 days

18 <sup>th</sup> -25 <sup>th</sup> academic year	16 days
26 <sup>th</sup> academic year and after	20 days

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

After 30 days of work	2 sick leave days granted
After 60 days of work	2 additional sick leave days granted
After 90 days of work	2 additional sick leave days granted
After 120 days of work	2 additional sick leave days granted
After 150 days of work	2 additional sick leave days granted

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

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

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

Sick leave is usable in one-hour increments.

### **Section 2. Attendance Incentive**

For those full-time employees who utilize fewer than three days of sick leave in an academic year, the employer shall provide such employees, if any, a check in the amount of five hundred dollars (\$500.00) as soon as possible at the end of any academic year in which the attendance incentive was earned but not later than the first day of the next academic year. For part-time employees working half time or greater, but less than full-time, who are utilize fewer than two days of sick leave in an academic year, the employer shall provide such employees, if any, with a check in the amount of two hundred fifty dollars (\$250.00) as soon as possible at the end of any academic year in which the attendance incentive was earned but not later than the first day of the next academic year. Part-time employees working less than half time are not eligible for this benefit.

A joint labor-management committee shall work to develop a program for attendance incentive. Membership on this labor-management committee shall total up to eight with up to four appointed by the Director and up to four appointed by the Union President.

For all employees working half time or greater, a stipend shall be paid for all unused sick leave at the time of retirement or separation, if the employee has been employed by BASSC for fifteen (15) or more years. The stipend shall be equal to \$30.00 times the number of sick days. A maximum of 50 days will be used for this computation. Any days used toward IMRF retirement shall not be used in calculating this stipend.

### **Section 3. Personal Leave**

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

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

1 <sup>st</sup> academic year	1 day
2 <sup>nd</sup> academic year	2 days
3 <sup>rd</sup> academic year and thereafter	3 days

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

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

- e. Leave cannot be used the day before or the day after a holiday except with the director's approval. Prior to granting such approval, the supervisor may require that a reason be stated by the employee as to why the leave is necessary on the given day.
- f. The staff member shall notify the supervisor at least twenty-four (24) hours in advance unless emergency conditions dictate otherwise.

#### **Section 4. Extended Illness Leave**

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

#### **Section 5. Leaves of Absence**

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

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

### **Section 6. Funeral Leave**

In the event of the death of a member of an employee's immediate family, as identified by the School Code, such employee shall be entitled to a maximum of three (3) days of absence without loss of pay and without loss of personal or sick leave. For purposes of this section of the contract, a day shall be defined as the normally scheduled number of hours one would have worked under his/her regular annual contract.

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

### **Section 7. Jury Duty**

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

### **Section 8. FMLA**

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

First Year Employees:

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

Second Year Employees:

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

Employees with three or more years of continuous service:

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

### **Section 9. Emergency Relief Leave**

Employees who are granted a leave of absence to work for an emergency relief agency in times of state or national emergencies, shall retain their BASSC provided insurance benefits for up to 30 days during such leave. This benefit shall be limited to one approved leave per year under this section.

## **ARTICLE VII – FRINGE BENEFITS (INSURANCE)**

### **Section 1. Group Insurance**

For the 21-22, 22-23 and 23-24 school years:

System 1: Existing employees of BASSC (pre 07/18 employment)

- Single: BASSC will continue to pay 100% of the single coverage premium.
- Family: The employecc will be responsible for \$65 per month above the single rate, with the board picking up the additional cost.
- Employee/Spouse: The employee will be responsible for \$60 per month above the single rate, with the board picking up the additional cost.
- Employee/Children: The employee will be responsible for \$58 per month abovec the single, with the board picking up the additional cost.

Beginning with the 24-25 school year, the parties agree the employee and the employer will split (50/50) any increase in family rates (above single rate) above the rates paid by the parties during the 23-24 school year.

For the 21-22, 22-23 and 23-24 school years:

System 2: New employees hired after July 1, 2018

- BASSC will pay 100% of the single coverage.
- Family: The employee will be responsible for \$128 per month above the single rate, with the board picking up the additional cost.
- Employee/Spouse: The employee will be responsible for \$120 per month above the single rate, with the board picking up the additional cost.
- Employee/Children: The employee will be responsible for \$115 per month above single, with the board picking up the additional cost.

Beginning with the 24-25 school year, the parties agree the employee and employer will split (50/50) any increase in family rates (above single rate) above the rates paid by the parties during the 23-24 school year.

### **Section 2. Insurance Leave Coverage**

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

### **Section 3. Health Maintenance Organizations (HMO)**

In the event that federal law mandates an HMO option, the employee may exercise the option by adopting an HMO of his/her choice in lieu of the district's authorized insurance plan. In that



event, the board shall pay only the current rate of the authorized insurance plan with the same conditions stipulated in Article VII, Section 1 regarding the district's authorized insurance plan.

**Section 4. Insurance Committee**

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

**Section 5. Holidays**

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

- |                               |                        |
|-------------------------------|------------------------|
| Labor Day                     | New Year's Day         |
| Columbus Day                  | Martin Luther King Day |
| Veteran's Day                 | Lincoln's Day          |
| Wednesday before Thanksgiving | Casimir Pulaski Day    |
| Thanksgiving Day              | *Easter Break          |
| Friday following Thanksgiving | Memorial Day           |
| Christmas Day                 | Fourth of July         |

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

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

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

and

- b. President's Day may be substituted for Lincoln's Day.

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

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

**Section 6. Full-Time and Part-Time Employees**

All employees in this bargaining unit work a regular schedule of hours for the academic year only. Those who regularly work 35 hours per week for 175 days per year are considered full-time. Part-time employees are employees who either work less than 35 hours per week for 175 days per year or who regularly work for the entire academic year (175 days) yet less than five

days per week. By accepting a position, each employee establishes a work schedule at the start of his/her employment as to the number of days per year and the weekly schedule of hours. This schedule shall change during the year only by mutual agreement; however, it may change from year to year based upon the needs of the cooperative. Any such changes for an academic year must be made known to the employee prior to the close of the preceding academic year or the schedule from the preceding academic year shall remain unchanged for the following academic year.

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

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

- a. The employer will make every effort to find an "alternate assignment" for the individual to perform during the absence of his/her student(s).
- b. If an alternate assignment is within the employee's regularly assigned classroom or regularly assigned job classification the employee is obligated to take the assignment and will be paid at his or her regular rate of pay.  
Example: Whenever an Individual Care Aide's student is absent, said employee shall be required to take an alternate ICA position within the Coop.
- c. If the "alternate assignment" is outside of the employee's regularly assigned work, the employee may choose to take the assignment or not.
  - i. If the "alternate assignment" is accepted by the employee, the employee shall be compensated at his/her regular rate of pay.
  - ii. If the "alternate assignment" is rejected by the employee, and if the employee knew of the "alternate assignment" prior to the employee arriving at work, the employee will not be paid for the day.
  - iii. If the "alternate assignment" is rejected by the employee, and the employee has arrived at his/her regular place of work prior to finding out about the "alternate assignment," the employee will be paid for 4 hours of call-in time and then be on unpaid status until either he/she returns to his/her assignment or accepts an "alternate assignment."
  - iv. An employee on unpaid status due to having refused an "alternate assignment," may, at any time, request an "alternate assignment" and either be granted an "alternate assignment" or returned to paid status, as determined by the employer. Any request that is made prior to the start of the workday, will be considered as a legitimate request which must be honored by the employer; however, the employee is encouraged to give as much notice as possible to the employer of the employee's desire for an "alternate assignment."
  - v. If an employee accepts an Interpreter assignment, said employee shall be paid at his or her regular rate of pay or the Interpreter rate of pay, whichever is higher.

**Section 7. Severance**

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

Full years of Service	Benefit
10	\$2000
11	\$2200
12	\$2400
13	\$2600
14	\$2800
15	\$3000
16	\$3200
17	\$3400
18	\$3600
19	\$3800
20	\$4000

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

This benefit shall be payable to the employee's estate in the case of the employee's death while in the employ of BASSC.

**Section 8. IRS 125 Plans**

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.

Bargaining unit employees hired after July 1, 2021, will be paid on a 12-month annualized schedule.

## **Section 1. Salary Schedule**

### **COTA/PTA**

	2021-22	2022-23	2023-24	2024-25
Step 1:	\$33.88	\$34.38	\$34.88	\$35.38
Step 2:	\$35.42	\$35.92	\$36.42	\$36.92
Step 3:	\$36.14	\$36.64	\$37.14	\$37.64
Step 4:	\$37.08	\$37.58	\$38.08	\$38.58
Step 5:	\$37.78	\$38.28	\$38.78	\$39.28
Step 6:	\$38.41	\$38.91	\$39.41	\$39.91
Step 7:	\$41.97	\$42.47	\$42.97	\$43.47

The COTA/PTA and Educational Interpreter salary schedules contained herein are for the purposes of identifying employees' starting pay rate upon initial employment only. Pay rate for subsequent school years of employment will be determined based on the pay raise identified in this contract for all Local 6600 employees.

### **Educational Interpreters**

	2021-22	2022-23	2023-24	2024-25
Step 1:	\$32.74	\$33.24	\$33.74	\$34.24
Step 2:	\$34.14	\$34.64	\$35.14	\$35.64
Step 3:	\$34.94	\$35.44	\$35.94	\$36.44
Step 4:	\$35.64	\$36.14	\$36.64	\$37.14
Step 5:	\$36.64	\$37.14	\$37.64	\$38.14
Step 6:	\$37.57	\$38.07	\$38.57	\$39.07

### **Instructional Aides**

Starting Rate: (FY22) \$16.00 (FY23) \$16.50 (FY24) \$17.00 (FY25) \$17.50

### **Program Assistant for RTI and Security**

(FY22) \$18.76 (FY23) \$19.26 (FY24) \$19.76 (FY25) \$20.26

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)**

(FY22) \$22.84 (FY23) \$23.34 (FY24) \$23.84 (FY25) \$24.34

### **School Nurse (Registered Nurse – RN)**

(FY22) \$26.92 (FY23) \$27.42 (FY24) \$27.92 (FY25) \$28.42

### **Asst. Tech, Asst./Brailist/Interpreter**

Starting Rate: (FY22) \$31.22 (FY23) \$31.72 (FY24) \$32.22 (FY25) \$32.72

**Vision Assistant**

Starting Rate: (FY22) \$18.80 (FY23) \$19.30 (FY24) \$19.80 (FY25) \$20.30

**Breakfast/Lunch Coordinator**

Starting Rate: (FY22) \$19.31 (FY23) \$19.81 (FY24) \$20.31 (FY25) \$20.81

All continuing employees 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:

Year 1 2021-2022

All bargaining unit members shall receive a \$ 3.00 increase in their rate of pay.

Year 2 2022-2023

All bargaining unit members shall receive a \$ .50 increase in their rate of pay.

Year 3 2023-2024

All bargaining unit members shall receive a \$ .50 increase in their rate of pay.

Year 4 2024-2025

\$.50 per hour raise for everyone

**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. COTAs and PTAs and any other itinerantly scheduled employee may opt to eat lunch in his/her car while driving from one work site 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 ½ 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.

### **Section 5. Professional Development**

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

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

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

### **Section 6. Educational Incentive**

- A. BASSC shall provide an educational incentive to bargaining unit employees for coursework leading to a degree or certificate program that is required for a certified position at BASSC. Annual tuition assistance up to \$2000 per person will be provided, with a maximum annual budget of \$8000 devoted to this initiative. If more than 4 people access this incentive in any given year then the incentive will be pro-rated accordingly per person.
- B. Employees accessing this incentive will be allowed to use paid Professional Day leave up to one full day per week for observations or practicum requirements that are part of their approved certificate/degree program.

## **ARTICLE IX – WORKING CONDITIONS**

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

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

The process will be administered in three parts:

1. There will be a committee comprised of direct service staff involved in the BASSC Instructional Programs and BASSC Administrative Staff. The committee will discuss issues related to the goals of the process. The committee will meet twice a month for the months of January and February 2008, totaling no less than four (4) total meetings. Thereafter, the committee will meet monthly for a maximum of no more than one (1) year.
2. The Administrative Staff will report the findings of the committee to an Advisory Committee. The Advisory Committee shall consist of BASSC Administrative Staff and Executive Committee Members of BASSC. The Advisory Committee shall report to the Executive Committee for a maximum of no more than one (1) year.
3. The Advisory Committee will report to the Executive Committee at regularly scheduled board meetings.
4. After one (1) year, the committee referenced above in 1. shall dissolve, and the issue of "safety" shall be a mandatory subject of discussion at meetings of the Labor Management Committee.

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

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

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

- A. The Cooperative shall provide Crisis Prevention Institute (CPI) training to all non-certified staff within the first forty-five (45) days of employment at no loss of pay or benefits.
- B. The Cooperative shall provide refresher training annually for all employees at no cost or loss of pay to said employee.

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

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

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

### **Section 4. Bus Aide Duties**

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

- a. One employee will be identified as the primary bus aide for the student and two employees will be identified as alternate bus aides for the student.
- b. The student's Individual Care Aide will be asked to serve as the primary bus aide for the student. If the ICA accepts the ICA will serve as the primary bus aide for the student for the school year.
- c. Two qualified on-site bargaining unit members will be asked to serve as alternate bus aides for a student. If the employees accept the assignment, the employees will serve as the alternate bus aides for the student for the school year.
- d. If the primary and two alternate bus aide positions are filled using the above procedures, the primary and two alternative bus aides are responsible to perform the bus aide duties for the school year.
- e. If any of the primary or alternative bus aide positions remain vacant after following the above procedures, the program supervisor shall have the authority to assign the bus aide duties to the students' Individual Care Aide or any other qualified on-site non-certified bargaining unit member for the school year. The employees assigned to perform the bus aide duties shall be responsible for performing those duties for the school year.
- f. Any employee accepting or being assigned to a bus route in the morning and/or the afternoon, shall be paid a minimum of one hour of overtime for each route (AM and/or PM). For example, if an employee works both an AM and a PM route, they would receive a minimum of two hours of overtime that day.

### **Section 5. Personnel Files**

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

## **ARTICLE X – GRIEVANCE PROCEDURE**

### **Definition**



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

### **Purpose**

Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level, equitable solutions to valid grievances which may arise. Any employee who participates in the grievance procedure shall not be subject to disciplinary action or reprisal because of such participation.

### **Representation**

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

### **Tim Limits**

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

### **Constraints**

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

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

If the union or any employee files any claim or complaint in any form other than under the grievance procedure of this agreement, then the district shall not be required to process the same claim or set of facts through the grievance procedure.

### **Procedure**

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

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

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

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

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

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

The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the board and the union and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

## **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 days 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.

#### **Terms of Agreement**


This agreement shall become effective on the 1<sup>st</sup> day of July, 2021, and shall continue in effect until June 30, 2025 unless specifically stated to the contrary elsewhere in this agreement. Salary was renegotiated during the 2021-2022 year, and agreed upon increases will go into effect on 02/16/2022.

This agreement is signed this 17<sup>th</sup> day of February, 2022.

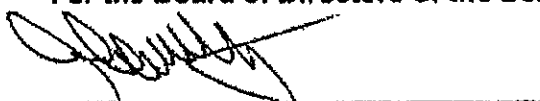
#### **IN WITNESS WHEREOF:**

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

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

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

  
\_\_\_\_\_  
Chairperson

