

**AGREEMENT**

**SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN  
DUPAGE SUPPORT STAFF ASSOCIATION,  
IEA-NEA**

**AND**

**BOARD OF CONTROL - SCHOOL ASSOCIATION  
FOR SPECIAL EDUCATION IN DUPAGE**

**FY 2009 – FY 2011**

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## ARTICLE I

### **RECOGNITION AND PROCEDURES**

#### **1.1 Recognition**

The S.A.S.E.D. (School Association for Special Education in DuPage) Board of Control, hereinafter referred to as the "Board," hereby recognizes the SASSED Support Staff Association, IEA-NEA, hereinafter referred to as the "Association," as the exclusive and sole negotiation representative for all full-time and part-time teaching assistants, signing aides, medical assistants, crisis interventionist specialists, interpreters, movement specialists and closed captioners excluding all secretarial employees, custodial and maintenance employees, grant employees, licensed professionals, orientation and mobility specialists and all supervisors, managerial, and confidential employees as defined by the Illinois Educational Labor Relations Act.

The term "Employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined above.

Employees that work less than seven (7) compensable hours per day are part-time.

#### **1.2 Negotiation Procedures**

- A. The Board and Association agree that they will confer upon their respective representatives the necessary power and authority to make proposals, counter-proposals, and Tentative Agreements. When Tentative Agreement is reached on all matters of negotiations, the items will be reduced to writing and submitted to the Association for ratification and to the Board for official approval.
- B. Within thirty (30) days of ratification of this Agreement, sufficient copies of this Agreement shall be prepared for distribution by the Association to each employee, plus twenty-five (25) copies for the Board. The cost of reproduction shall be shared equally by the Association and Board.
- C. Negotiations shall begin no later than March 1, unless both parties agree to an alternate date. Meetings will be held as necessary at times and places agreed to by both parties.
- D. If by mutual agreement negotiations are conducted during regular work hours, released time shall be provided for the Association's negotiating committee members. This released time is not to be deducted from the Association leave time.

## ARTICLE II

### **ASSOCIATION RIGHTS, FAIR SHARE & MANAGEMENT RIGHTS & NO STRIKE**

#### **2.1 Association Rights**

- A. The Board shall make available on the SASSED website a current copy of the Board's policies and procedures. The Board shall make every effort to maintain a current copy of the Board's policies and procedures in the SASSED Central Office, each Satellite Office, and SASSED operated alternative program sites. The Board shall also provide the Association President with a copy of such policy.
- B. A copy of the agenda of the regular meetings and a summary of such meetings of the Board shall be posted on the website and in each of the above designated offices. The Association President shall also receive a copy of each agenda.
- C. The Association shall have the right to:
  - 1. Use school buildings under Board control for Association meetings, provided the Association shall reimburse the Board for any special custodial charges incurred and any damages occasioned by such use. Request for the use of such building shall be submitted to the principal at least two (2) days in advance.

Use shall not interfere with any previously scheduled use of the facility.
  - 2. Use employee mailboxes and school bulletin boards for the purpose of Association communication. All such communications shall contain no material which attacks the character of any Board member or employee.
  - 3. Use Board computer and/or copier machines outside of the workday or, with express knowledge of Administration, and when such are not required for Board purposes, provided the Association shall promptly reimburse the Board for all consumable materials used, machine charges, and damage occasioned by such use.
- D. The Board shall provide the President of the Association with a complete listing of names, addresses, phone numbers, schools, and program classifications of all bargaining unit members promptly, but not to exceed forty-five (45) calendar days after the beginning of the school term. Names, addresses and phone numbers of newly hired employees shall be provided to the Association on a monthly basis within two (2) days of Board action.

The Board shall provide all newly hired bargaining unit employees a copy of this agreement.

- E. The Association shall be permitted, with the approval of the Director, to utilize up to twelve (12) half-days per school year for Association activities. Notice of intention to utilize such days, including the identities of the employees(s) involved, shall be given to the Director or designee no later than 10:00 a.m. on the third working day prior to the day to be used for Association business. By mutual agreement of the Association President and the Director or designee, less notice may be granted provided there is no negative impact on the Association member's assignment. No more than three (3) employees from a given program may participate in Association activities on any given day.

## **2.2 Fair Share**

- A. Each employee, as a condition for employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement whichever is later, shall join the Association or pay a fair share fee to the Association in accordance with the established procedures of the Association, a copy of which shall be furnished to the Board and be available in each attendance center.
- B. In the event that the employee does not pay the fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member. The Association shall certify the amount of the fair share fee to the Board in writing by September 30 annually.
- C. Such fees shall be paid to the Association by the Board in installments on the same schedule as payroll deductions of Association dues.
- D. The Association agrees to defend, indemnify, and save the Board harmless against any claims, demands, suits, or other forms of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.
- E. If a non-member declares the right of non-association based either upon the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member or upon philosophical differences, such member shall

be required to pay a dollar amount equal to the employee's proportionate fair share, as determined under this fair share agreement, to a non-religious charitable organization mutually agreed upon by the non-member and the Association from a list compiled by the Association and the Board. If the affected employee and the Association are unable to reach an agreement on the matter, the employee may select a charitable organization for receipt of the payment from an approved list established by the Illinois Educational Labor Relations Board.

- F. The parties expressly recognize the right of employees to challenge the amount of the fair share fee. Non-member employees who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Association pursuant to paragraph 1714(b) (1) of the Illinois Educational Labor Relations Act. Upon any such filing and notice of such to the Association, the Association shall place in an interest-bearing escrow account, separate from other funds held by the Association, the amount of each objector's fair share payments made, and to be made, pending resolution of the charge, which is fairly placed at issue by the objection or objections, and it shall maintain the escrow account during the pendency of the charge and any judicial review pursuant to the Act.

### **2.3 Management Rights**

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

- A. To maintain executive management and administrative control of SASSED and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions of their continued employment, and their dismissal or demotion, their assignment, and to promote and transfer all such employees.
- C. To establish programs and courses of instruction for all students.
- D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board Policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.

- E. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of all employees with respect thereto, and non-classroom assignments.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board shall be limited by the specific and express terms of this Agreement.

#### **2.4 No Strike**

The Association shall not engage in nor encourage the participation of any employee in a strike against SASED during the term of this agreement.

## ARTICLE III

### **LEAVES**

#### **3.1 Type of Leaves**

##### **A. Sick Leave**

Each full-time first year employee covered by this Agreement will be granted three (3) paid sick leave days at the date of hiring and accumulate one (1) paid sick leave day for each month worked thereafter for a total of twelve (12). Each part-time first year employee covered by this Agreement hired after the beginning of the work year shall be entitled to sick leave on a pro-rated basis. All full-time employees who have completed their first year shall be entitled to fourteen (14) sick leave days per school term without loss of pay. Part-time employees shall be entitled to sick leave on a pro-rata basis.

Sick leave shall accumulate to a maximum of 300 days, or as otherwise provided by law, or the number of days accumulated by the employee on the effective date of this Agreement, whichever shall be the greater.

Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. Immediate family shall be defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardian, or an individual residing in the household.

The Executive Director may require a certificate from a physician licensed in Illinois to practice medicine and surgery in all its branches, an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advance practice nurse to perform health examinations, or a physician's assistant who has been delegated the authority to perform health examinations by his/her supervising physician, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of the employee's faith, as a basis for pay during leave after an absence of three (3) days for personal illness, or as the Executive Director may deem necessary in other cases. If the Executive Director requires a certificate for pay during leave of less than three (3) days, the Board shall pay the expenses incurred by the employee in obtaining the certificate.

##### **B. Personal Business Leave**

Each employee shall be entitled to two (2) days of personal business leave per school term without loss of pay. Employees may use personal leave time in half

(1/2) day increments. Unused leave shall be added to accumulated sick leave at the end of the day on the last day of school.

Part-time employees shall be entitled to personal leave on a pro-rata basis rounded to the nearest half day.

Written notification for such leave shall be made to the Director or designee, at least two days prior to the desired onset of such leave, providing that in an emergency, such notice shall be given as soon as feasible. Such leave shall not be utilized during the first five (5) or the last five (5) days of the school term or on the day preceding or following a school holiday or recess period, provided the foregoing may be waived by the Director in his sole discretion for good cause shown and such waiver shall be non-precedential. All requests for a personal leave day after May 1<sup>st</sup> shall be submitted no later than April 15<sup>th</sup>. Personal leave shall not be utilized for illness, but shall be applicable for observance of a religious holiday of the employee's faith and/or bereavement of other than a family member. Such leave shall not be granted for purposes of recreation, accompanying another on a trip, a job interview, any activity likely to produce income (taxable as ordinary income), or to participate in any form of work stoppage or protest.

If the employee certifies to the Director or designee that two (2) days of personal leave have been used for taking part in religious services observances or recognized religious holidays of his/her faith not otherwise scheduled as school holidays, a third day can be granted.

In addition, the Director or designee shall grant to each employee up to one (1) day of paid leave for emergencies to be approved as soon as possible. Unused emergency leave during the school year shall accumulate as sick leave and will be added to accumulated sick leave at the end of the day on the last day of school.

The Director or designee shall approve all personal business leave. No more than three (3) employees from a program can be approved on any given day for personal business leave.

C. Extended Parental Leave

An unpaid parental leave may be granted to an employee by action of the Board with consideration of extenuating circumstances. The terms of such leave shall not be considered in computing full-time employment for purposes of seniority or determining non-probationary status. The length of the granted leave shall not exceed the balance of the school term in which it commences and up to one (1) additional school term. The granting of parental leave to any employee shall not constitute a precedent for granting or withholding of leave to any other non-

probationary employee. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any employee to apply for such leave or accept the conditions established therefore.

D. FMLA Leave

Employees may take a FMLA leave for:

- a. The birth and first-year care of a son or daughter;
  - b. The adoption or foster placement of a child;
  - c. The serious health condition of an employee's spouse, parent, or child; and
  - d. The employee's own serious health condition and
  - e. Because of any qualifying exigency (as the Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
1. To be eligible for family and medical leave, an employee must be employed by SASED for at least twelve (12) months (the 12 months need not be consecutive) and have been employed for at least 1250 hours of service during the twelve (12) month period immediately before the beginning of the leave.
  2. Eligible employees may use family and medical leave, guaranteed by the Federal Family and Medical Leave Act, for up to a combined total of twelve (12) weeks each year. The twelve (12) month period during which the twelve (12) weeks of leave entitlement occurs shall be calculated based upon the fixed twelve (12) month period beginning with each eligible employee's anniversary date of employment.

It is understood that weeks when school is not in session do not count as FMLA weeks.

3. Notice Requirements: The employee is required to notify the Director or designee not less than thirty (30) days before the date the leave is to begin. However, in the event that thirty (30) days' notice is not possible, the employee must give the Director or designee as much notice as is practicable. ("As soon as practicable" generally means at least verbal notice to the Director or designee within one (1) or two (2) business days of learning of the need to take FMLA leave.)

4. During a family and medical leave, employees are entitled to continuation of health benefits that would have been provided if they were working. If the employee fails to return to work after the employee's FMLA leave has been exhausted or expires, SASED may recover its share of health plan premiums during the period of FMLA unless the reason the employee does not return is due to:
  - a. The continuation, recurrence or onset of a serious health condition of the employee or employee's family member which would otherwise entitle the employee to leave under FMLA; or
  - b. Other circumstances beyond the employee's control as stated in the FMLA.
5. An employee returning from a FMLA leave shall be returned to the position the employee would have held if the leave had not been taken.

E. Extended Leave of Absence

The Board may grant a non-probationary employee an unpaid leave of absence for a period not to exceed one (1) year. Such leaves shall be in the sole discretion of the Board and non-precedential with respect to any other leave of absence sought and/or granted to such employee and/or any other employee.

F. Bereavement Leave

Employees shall be granted up to three (3) days of bereavement leave for the death of an immediate family member. The immediate family shall be defined as in 3.1 A. In case of death in the employee's immediate family, an employee may request and the Director may grant more time, if needed, and such time shall be deducted from the employee's accumulated sick leave. Bereavement leave shall not accumulate in any form.

Part-time employees shall be entitled to bereavement leave on a pro-rata basis.

### **3.2 Conditions of Leaves**

A. Compensation Advancement

Any employee who has worked one hundred (100) or more school days in a school term shall be entitled to advancement in compensation.

B. Waiver of Unemployment Compensation

A condition of any unpaid leave of absence shall be the waiver by the employee of any claim to unemployment compensation during the term of such leave or any recess or vacation period adjacent thereto.

C. Insurance Coverage

An employee on unpaid leave of absence may continue all Board-paid insurance in effect, with the consent of the carrier, by paying all premiums therefore in a timely manner to the SASSED Business Office or designee.

**3.3 Professional Leaves and Conferences**

The Director may grant paid time off to attend professional conferences and/or training sessions. The Director may also provide for the reimbursement of expenses incurred while attending such conferences or sessions. The granting or withholding of such leave of absence shall be within the sole discretion of the Director and shall be non-precedential with respect to any other request for such leave by such employee or by any other employee. The Administration shall make available to employees information concerning professional conferences that the Administration deems appropriate and information on SASSED workshops on the SASSED website.

**3.4 Workers' Compensation**

Any employee who suffers a job-related illness or injury that results in temporary total disability under applicable Workers' Compensation statutes, may use accumulated sick leave days during the period he/she is absent from work, according to the following provisions.

1. For each day the staff member is unable to work, but receives no temporary total disability compensation, he/she may use a full sick leave day;
2. For each day the staff member is unable to work, and receives temporary total disability compensation, he/she may use one-third (1/3) of a sick leave day, providing that such fractional sick leave days must be taken in groups of three (3) so that the amount of sick leave available to staff members is always calculable in full-day increments;
3. Staff members may not use a full sick leave day if temporary total disability is paid, because no more than 100% of regular compensation will be paid.

### **3.5 Sick Leave Bank**

Beginning in the 2009-2010 school year the Association with the cooperation of the SASED Administration, shall establish a Sick Leave Bank. Participation in the Bank will be on a voluntary basis. The intent of the Bank is to provide an extended sick leave option for those participants who incur a period of catastrophic illness or injury. Any employee covered under the terms of this Agreement who meets the eligibility requirements may elect to join the Bank.

The Association shall administer the Bank and appoint a committee to act in all matters that concern the Bank. The members of the committee shall formulate and publish the rules for implementation and administration of the Bank. A copy of the rules shall be provided to each participant as well as be on file in the SASED Central Office. If such rules are found to be in violation of School Code, SASED policy and/or are not practical to carry out as determined by the SASED Administration, such rules will have to be changed by the committee.

The Association shall provide the Human Resources office with the names of the participating members by September 15 each year. Any cost or labor necessary for the operation of the Bank shall be the exclusive responsibility of the Association. The Association agrees to indemnify and hold harmless the Board from any claim, damages, or attorney's fees resulting from legal actions related to the Bank. This section shall not be subject to the grievance procedure.

## ARTICLE IV

### **GRIEVANCE PROCEDURE**

#### **4.1 Definitions**

- A. A grievance is any claim by the Association or employee(s) that there has been violation, misinterpretation, or misapplication of the terms of this Agreement.
- B. All time limits shall be employee employment days except during the summer recess when days shall mean those when the business office shall be operating.
- C. One (1) Association representative shall have the right to be present and to represent the Association at any meeting, hearing, appeal, or other proceedings relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

#### **4.2 Procedure**

The parties hereto acknowledge that it is usually most desirable for the employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, a union representative may accompany the employee to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the employee or the Association, a grievance may be processed as follows:

STEP A. The filing of a written grievance at this step shall be no later than twenty (20) days following the occurrence complained of as the basis for the grievance or within twenty (20) days of when the occurrence may reasonably be ascertained. The employee or the Association may present the grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. Not to exceed two (2) representatives of the Association, the aggrieved employee (if any), and the immediately involved supervisor and his/her invitees shall be present for the meeting. The employee shall receive a written response to the grievance within ten (10) days of the STEP A meeting date.

STEP B. If the grievance is not resolved at Step A, then the Association and/or the employee may refer the grievance to the Director or designee in writing within ten (10) days after receipt of the Step A answer. The Director or designee shall arrange for a meeting to take place within ten (10) days of his/her receipt of the

appeal. Each party shall have the right to include in its representation at the meeting such witnesses and representatives, not to exceed two (2) representatives of the Association, as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the Director or designee shall have ten (10) days in which to provide his/her written decision with reasons to the grievant, with a copy to the Association.

STEP C. Within ten (10) days after receiving the Step B decision of the Executive Director, the Association may request a Grievance Mediation session through the Federal Mediation and Conciliation Services (FMCS). Upon receipt of written notification of intent, the Executive Director or his designees shall submit the request to FMCS.

Grievance mediation is a voluntary, informal and confidential process. It is understood by both parties that the mediator has no authority to compel the resolution of the grievance. Procedures to be utilized during the mediation process are within the domain of the FMCS mediator and cannot be mandated by either party.

All statements by the parties, participants or the mediator shall not be used for any purpose whatsoever in any pending or subsequent proceedings on the matter. If the grievance is not resolved at Step C the Association may proceed to Step D. At least one meeting with the mediator must occur before proceeding to Step D.

STEP D. If the Association is not satisfied with the disposition of the grievance at Step C, the Association may submit the grievance to binding arbitration. The American Arbitration Association shall act as the Administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) calendar days of the date for the Step C conclusion, the grievance shall be deemed withdrawn.

1. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which were not previously disclosed to the other party.
2. The arbitrator shall have no power to alter the terms of this Agreement.
3. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be proper.
4. Each party shall bear the full costs for its representation in the arbitration. The costs of the arbitration and of the AAA shall be divided equally between the Board and the Association.

5. If either party requests a transcript of the proceeding, the party shall bear the full costs for the transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association as well as the cost of the transcript to be furnished the arbitrator.

**4.3 Initiating Grievance at Step B**

Grievances involving more than one program or multiple programs or locations and grievances involving an administrator above the program level may be initially filed by the Association at Step B.

**4.4 No Reprisals Clause**

No reprisals of any kind shall be taken by the Board or the administration against any employee because of his/her participation in this grievance process.

**4.5 Release Time**

Should the processing of any grievance require that an employee(s) or an Association representative(s) be released from his/her their regular assignment(s), he/she shall be released without loss of pay or benefits

**4.6 Filing of Materials**

All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**4.7 Grievance Withdrawal**

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

**ARTICLE V**  
**COMPENSATION**

**5.1 Salary**

2008-2009     5 % \*

2009-2010     5 % \*

2010-2011     5 % \*

\*In each year of this contract the starting hourly rates for newly hired employees in all categories will increase by 2.5% from the previous year's starting hourly rate. (See Appendix A.)

A.     **Longevity Stipend**

Having completed ten (10) years of continuous employment with SASSED, an employee will receive a 1% increase to their hourly rate.

Having completed fifteen (15) years of continuous employment with SASSED, an employee will receive a 1.5% increase to their hourly rate.

Having completed twenty (20) years of continuous employment with SASSED, an employee will receive a 2% increase to their hourly rate.

B.     **Continuing Education Incentive**

In order to support employee efforts to further their formal education, the Board will provide incentives for those who complete additional coursework during their employment with SASSED. Based on their status at hire and upon verification of completed coursework and the granting of semester hours or a degree from an accredited college or university, employees will be eligible for the following one time adjustment to their hourly rate:

Movement from less than 30 semester hours to more than 30 semester hours - 5% increase to the hourly rate

Movement from more than 30 semester hours to the completion of a 4 year degree - 10% increase to the hourly rate

Movement from a 4 year degree to special education certified - 15% increase to the hourly rate

C. Interpreter Skill Development Incentive

In order to support the continuous improvement of skills and competency levels of Interpreters for the Deaf and Hard of Hearing, the Board will provide incentives for those who improve upon their initial or current EIPA certification level. Based on their level at hire and upon verification of completed assessment and proper ISBE filing, Interpreters will be eligible for the following one time adjustments to their hourly rate:

Movement from *INITIAL* to *STANDARD* -16% increase to the hourly rate

Movement from *STANDARD* to *MASTERS* - 14% increase to the hourly rate

**5.2 Mileage**

Employees who are required to travel in the course of their assigned duties shall be reimbursed at the rate per mile authorized by the Internal Revenue Service (for deductions without documentary evidence) for all approved mileage to perform their assigned duties. Reimbursement claims shall be filed pursuant to procedures established by the Director.

**5.3 Life Insurance**

Full-time employee shall receive a \$50,000 life insurance policy at no cost to the employee. The premium is pro-rated for less than full-time employees. Not available to employees who work less than 20 hours per week.

**5.4 Medical/Dental Insurance**

Single Health Insurance Coverage

The Board will make health insurance available to employees as indicated in the medical plan document. In FY 09 the Board will pay 80% of the cost of the individual medical insurance premium for full time employees, enrolled in SASSED's medical insurance plan. Beginning in FY 10 and for each year of this Agreement thereafter, the prior year's actual cost of insurance will be allowed to increase up to a maximum of 8% without changing the 20% contribution level required for full time employees. However, once the cost of insurance increases by more than 8% for a fiscal year, the additional cost in excess of 8% for that year will be allocated 50% to employees and 50% to the Board. However, once the cost of insurance increases by more than 20% for a fiscal year then the additional cost in excess of 20% for that year will be allocated 100% to the Board.

Part time employees who work twenty (20) hours or more may enroll in the health

insurance program with the percentage of the premium paid by the Board, based upon the percentage of the employee's employment. The employee is responsible for payment of the remainder of the premium. Employees that work less than twenty (20) hours each week are not eligible to purchase health insurance.

#### Dependent Health Insurance Coverage

Dependent health insurance coverage is available to employees as indicated in the medical plan document. The Board will pay 60% of the cost of dependent coverage for full time employees in FY 09. Beginning in FY 10 and for each year of this Agreement thereafter the prior year's actual cost of insurance will be allowed to increase up to a maximum of 8% without changing the 40% employee contribution level required for full time employees. However, once the Board contribution increases by more than 8% for a fiscal year, the additional cost in excess of 8% for that year will be allocated 50% to employees and 50% to the Board. However, once the cost of insurance increases by more than 20% for a fiscal year then the additional cost in excess of 20% for that year will be allocated 100% to the Board.

Part time employees who work twenty (20) hours or more may participate in the dependent health insurance coverage with the percentage of the premium paid by the Board, based upon the percentage of the employee's employment. The employee is responsible for payment of the remainder of the premium. Employees that work less than twenty (20) hours each week are not eligible to purchase health insurance.

#### Single Dental Insurance Coverage

The Board will make dental insurance available to employees as indicated in the dental plan document. In FY 09 the Board will pay 80% of the cost of the individual dental insurance premium for full time employees, enrolled in SASSED's dental insurance plan. Beginning in FY 10 and for each year of this Agreement thereafter, the prior year's actual cost of insurance will be allowed to increase up to a maximum of 8% without changing the 20% contribution level required for full time employees. However, once the cost of insurance increases by more than 8% for a fiscal year, the additional cost in excess of 8% for that year will be allocated 50% to employees and 50% to the Board. However, once the cost of insurance increases by more than 20% for a fiscal year then the additional cost in excess of 20% for that year will be allocated 100% to the Board.

Part time employees who work twenty (20) hours or more may enroll in the dental insurance program with the percentage of the premium paid by the Board, based upon the percentage of the employee's employment. The employee is responsible for payment of the remainder of the premium. Employees that work less than twenty (20) hours each week are not eligible to purchase dental insurance.

#### Dependent Dental Insurance Coverage

Dependent dental insurance coverage is available to employees as indicated in the dental plan document. The Board will pay 60% of the cost of dependent coverage for full time employees in FY 09. Beginning in FY 10 and for each year of this Agreement thereafter, the prior year's actual cost of insurance will be allowed to increase up to a maximum of 8% without changing the 40% employee contribution level required for full time employees. However, once the Board contribution increases by more than 8% for a fiscal year, the additional cost in excess of 10% for that year will be allocated 50% to employees and 50% to the Board. However, once the cost of insurance increases by more than 20% for a fiscal year then the additional cost in excess of 20% for that year will be allocated 100% to the Board.

Part time employees who work twenty (20) hours or more may participate in the dependent dental insurance coverage with the percentage of the premium paid by the Board, based upon the percentage of the employee's employment. The employee is responsible for payment of the remainder of the premium. Employees that work less than twenty (20) hours each week are not eligible to purchase dental insurance.

#### **5.5 Medical Reimbursement Account**

Employees may annually elect to have specific amounts automatically deducted from their (pre-tax) paychecks to pay for non-reimbursed eligible medical expenses for themselves and dependents as permitted by law. Amounts to be withheld shall be determined during the annual open enrollment period. To receive reimbursement for eligible expenses, employees must follow procedures developed by the Plan Administrator.

Employees participating in this program whose family/marital status changes during the plan year may amend the amounts to be withheld not less than thirty (30) days prior to the change taking effect. Requests for reimbursement must be submitted prior to March 31<sup>st</sup> of the following year. Any amounts remaining in an employee's account after the filing period will be forfeited.

#### **5.6 Dependent Care Reimbursement Account**

Employees may annually elect to have specific amounts (as specified by law) automatically deducted from their (pre-tax) paychecks to pay for Dependent Care expenses as permitted by law. Amounts to be withheld shall be determined during the annual open enrollment period. To receive reimbursement for certified Dependent Care expenses, employees must follow procedures developed by the Plan Administrator. Employees participating in this program whose family/marital status changes during the plan year may amend the amount to be withheld not less than thirty (30) days prior to the change taking effect. Requests for reimbursement must be submitted prior to March 31<sup>st</sup> of the following year.

Any amount remaining in an employee's account after the filing period will be forfeited.

### **5.7 Retirement Benefit**

Any employee that retires under the Illinois Municipal Retirement System with the equivalent of fifteen years of full-time employment with SASSED and is at least fifty-five years old shall receive one time only stipend in the last year of employment of \$50 for each full-time equivalent year of service credit with SASSED.

### **5.8 Sick Leave Retirement Benefit**

An employee who elects to retire under the Illinois Municipal Retirement System and gives the Board written notice of retirement and a resignation letter at least twelve (12) months prior to the effective date of retirement shall be reimbursed by the Board a one time only stipend in the last year of employment of up to \$15.00 for every accumulated paid sick day beyond 240 (to a maximum of 300 days), that are not credited towards IMRF for retirement service credit.

### **5.9 Compensation for Extra Duties**

If an IEP requires a student to be enrolled in an extra-curricular activity and if it is determined by his/her MDC/IEP team that an employee needs to be involved to assist this student's participation, the employee shall be compensated at his or her hourly rate. Prior to the start of the employee's involvement in the student activity, the program administrator will determine the number of hours approved for compensation. The amounts paid under this section shall be prorated by the quarter hour.

### **5.10 Training**

SASED believes it is best to employ highly qualified individuals to fill its vacant positions.

SASED will be responsible for offering newly hired staff a New Employee Orientation (NEO) day, which will include training on policy and procedure. In addition, NEO will also include one additional day to shadow the employee's new work environment, school and/or program.

SASED supervisors are responsible for ensuring that the appropriate training occurs for each job and that employees are oriented to their positions prior to the commencement of their new, or revised, duties. Training opportunities may include conferences or workshops either internally or externally provided. Prior approval from a supervisor and the Central Office designee is required.

SASED will reimburse pre-approved coursework for those employees whose current position requires continuing education for maintenance of their certification and or licensure.

**5.11 Professional Development Committee**

Employees appointed by the Association will be invited to participate on the SASED Professional Development Committee.

**5.12 Insurance Committee**

The Board and the Association recognize that the nature and extent of health care insurance coverage in the current insurance environment, and the corresponding cost for the same, is a matter requiring careful monitoring.

A committee referred to as the “Insurance Committee” will have members representing the Administration, other significant employee groups within SASED and the Association. The Committee will consist of no more than eight (8) members including no more than two (2) members from the Association and no more than two (2) members from the Administration.

The Committee shall be advisory. The Committee will study and may recommend changes in insurance coverage during the term of the Agreement. The Committee shall meet as needed. At a minimum, the Committee shall meet in November to review claims activity and provide general updates; in March to review preliminary rate projections for the next year and to consider recommendations for changes in the insurance program; and again before April 15 to review rates for the next year and to finalize its recommendations (if any) to the Board and Association.

**5.13 Set Up Day**

Any employee who is directed by the program supervisor to work on a set up day prior to the first day of the regular scheduled school year shall be compensated at his/her regular rate of pay for the upcoming school year.

**5.14 Extra Work**

Any employee who is directed by the program supervisor to attend mandatory meetings that meets after the employee’s scheduled workday day shall be compensated at his/her regular rate of pay.

With the exception of Foreign Language Translation and Life Guard Duty, tasks assigned during the course of the employee’s workday will not be eligible for additional compensation.

Any employee who agrees to act as a Foreign Language Translator or Life Guard during work hours will be compensated at a rate of \$23.00 per hour in lieu of their typical hourly rate for the time they are engaged in those activities. Foreign Language translation services before or after normal work hours will also be compensated at the rate of \$23.00 per hour. The compensation rate per hour will increase by one dollar (\$1.00) for each year of this Agreement.

**5.15 Supplemental Jobs**

If, during the school term the Board shall create any additional supplemental jobs, the Board shall so advise the Association President or designee. Such advice shall include the proposed compensation for such supplemental job. At the request of the Association President or designee, the Director or designee shall enter into discussions with respect to such compensation.

**5.16 Transfers From Another Cooperative**

SASED will notify the Association if it will accept the transfer of any employees from another cooperative.

**ARTICLE VI**

**PROFESSIONAL RELATIONS**

## **6.1 Probationary Employees**

Newly-hired employees shall serve a probationary period of two complete semesters from the date of hire (e.g., an employee who begins SASSED employment after the first day of a school term would not complete his/her probationary period until the end of the first semester of the following school term). The end date of a semester will be determined by the Southeast Alternative School Calendar.

## **6.2 Evaluation**

A formative evaluation shall be conducted with all probationary employees within ninety (90) days of their first day of work.

In addition to the above, probationary employees shall be formally evaluated at least once during the probationary period.

Non-probationary employees shall be formally evaluated at least once, every other year.

- A. Orientation: Before any evaluation is conducted each employee shall be provided a copy of the evaluation instrument.
- B. Observations: All monitoring or observation of the work of each employee shall be conducted in person.
- C. Right to Respond: An employee will receive a copy of his/her evaluation and within ten (10) days may submit a written response and have that response attached to the file copy of the evaluation. All written evaluations and the attached employee's comments are to be placed in the employee's personnel file.
- D. Right to Representation: If an employee is called into a meeting to discuss an unsatisfactory evaluation, the employee shall have the right to have an Association representative present.

## **6.3 Personnel Files**

- A. There shall be only one (1) official personnel file for each employee. The employee shall have an opportunity to respond to any material placed in his/her file, provided such is submitted within twenty-five (25) days of the date a copy of such materials is furnished to the employee. No evaluative material shall be placed in such file until the employee has seen it. Any material which may be used to form the basis of disciplinary action against an employee shall be placed in the employee's personnel file no later than the end of the school term during which such comments were generated.

- B. All employees shall have the right to review their own personnel file and may be accompanied at such review by a representative, provided such review shall occur during normal business hours and shall not in any manner inconvenience the operation of the Board. The Executive Director or designee may be present at the time of such review. Nothing shall be permanently or temporarily removed from such personnel file without the consent of the Executive Director and the employee.

#### **6.4 Complaint Against an Employee**

All complaints against an employee shall be brought to the attention of the employee within ten (10 work days) after the receipt of the complaint. Complaints may remain anonymous upon request.

#### **6.5 Employee Discipline**

The Board agrees to follow the steps of progressive discipline as follows:

1. Verbal warning
2. Written warning
3. Suspension without pay
4. Termination

The Board is not required to exhaust any or all of the listed progressive discipline steps when a determination has been made of the need to remove an employee from his/her duties due to safety concerns.

Issuance of discipline at the level of suspension without pay and termination shall be for just cause.

Complaints not brought to the attention of the employee within a reasonable time, shall not be used in evaluation or discipline of the employee. Anonymous complaints or criticism shall not be used in evaluation or discipline of the employee.

Whenever a conference between an employee and a supervisor and/or administrator is held in which there is a discussion of termination of the employee, suspension of the employee with or without pay, or a written reprimand of the employee, at the request of the employee, the employee shall have the right to have an association representative present. The employee shall be granted not more than one (1) day to obtain an Association representative, however, such time may be less in the event of an emergency. If an appropriate request for representation is made and a representative is not available within the one (1) day time limit, the employee may be questioned without a representative being present.

#### **6.6 Association-Director Meetings**

The Association President and the Director or designee shall meet at least every two (2) months throughout the school term unless it is mutually agreed to cancel. Each party may include additional persons after informing the other person of such intention. The purpose of such meetings shall be to discuss areas of concern to the parties, but shall not be deemed negotiations.

All meetings shall be held outside of the normal employee workday except as shall otherwise be mutually agreed. An initial draft Agenda for the meeting will be created by the Association and submitted to the Administration at least one week in advance of the scheduled meeting. Minutes will be distributed by the Association to the Administration within a reasonable time after the meetings.

## **ARTICLE VII**

### **EMPLOYMENT CONDITIONS**

## 7.1 Seniority

Seniority shall be based upon the total number of years of continuous service as a non-probationary employee of SASED in the employee's job category (or subcategory for Teacher Assistants). Continuous service shall not be deemed interrupted by approved leaves of absence or honorable dismissal periods prior to recall.

Years of continued service shall include the employee's probationary period.

In the event that an employee transfers into another job category, the employee's seniority in the new job category shall not include the years of continued service in the bargaining unit. However, the employee's seniority in the bargaining unit shall include his/her years of continued service with SASED.

The official school year seniority list will be posted on the SASED website by February 1 each school year. Employees shall be listed by their first date of work in SASED. Formally transferred employees will have their first date of employment recognized as it was posted in the district or joint agreement from which they were transferred.

The seniority list shall include the following job categories:

Interpreters

Signing aides

Medical assistants

Movement specialists

Closed captioners

Crisis intervention specialists

Teaching assistants:

- Vocational Teacher Assistants
- 1:1 Multi-needs Teacher Assistants/Drivers
- 1:1 Multi-needs Teacher Assistants
- Multi-needs Teacher Assistants/Drivers
- Multi-needs Teacher Assistants
- 1:1 Behavior Disorder Teacher Assistants/Drivers
- 1:1 Behavior Disorder Teacher Assistants
- Behavior Disorder Teacher Assistants/Drivers
- Behavior Disorder Teacher Assistants
- 1:1 Teacher Assistants – Physically Handicapped
- Teacher Assistants – Physically Handicapped
- 1:1 Teacher Assistants – Visually Impaired
- Teacher Assistants – Visually Impaired

Seniority shall accumulate pro-rata for part-time non-probationary employees.

If employees share the same seniority date and a decision is needed as to which employee has more seniority, the basis of the decision will be first, the date formally employed by the Board; and second, a coin toss.

## **7.2 Vacancies, Transfers and Assignments**

### **A. Vacancies**

If the Board determines that a vacancy exists in a bargaining unit position, the Board shall post a vacancy notice for the position at the SASSED Central Office and Highland Hills Office and the SASSED website. SASSED shall also make an effort in a timely manner to notify employees through its e-mail system of the vacancy.

When filling the vacancy, seniority, qualifications and experience shall be important considerations for any qualified bargaining unit member applying for the position, however, the Director or designee reserves the right to approve or disapprove all requests.

### **B. Voluntary Transfers**

Any non-probationary employee may request a transfer to another program location and/or program where a vacancy exists. Such application shall be in writing to the Program Administrator, Human Resources Department and the Director. The interests and aspirations of the individual employee shall be considered in all transfers, however, the Director or designee reserves the right to approve or disapprove all requests.

### **C. Notification of Assignment**

Notice shall be given to any employee regarding any change in assignment for the following school term or during a current school term. The Administration reserves the right to determine assignments or change assignments for employees. In the event changes in such assignments are made, the employee affected and the Association shall be notified promptly. No assignment shall be changed arbitrarily.

### **D. Involuntary Transfers**

Employees involuntarily transferred to another building at any other time during the school term may submit, without prejudice, a request to the

Director that every opportunity be made to find a suitable replacement for the employee and if such replacement is secured, that employee be allowed to resign.

In any instance when it becomes necessary to involuntarily transfer an employee to another building, and more than one employee is equally qualified, the least senior employee shall be involuntarily transferred.

### **7.3 Reduction-in-force**

In the event of a reduction-in-force, the employee shall be laid off by job category in the reverse order of seniority within the job categories (or subcategories for Teacher Assistants) listed in 7.1. However, if the employee in a job category facing a reduction-in-force is determined to be qualified for another position in the bargaining unit, the individual may replace the least senior employee in the job category that he/she is qualified to fill as indicated below:

In the event of a reduction-in-force, in the Interpreter category, the affected Interpreter may bump into a position held by the least senior employee among the Sign Aides, Crisis Intervention Specialists or Teacher Assistants that the more senior employee is determined to be qualified to fill.

In the event of a reduction-in-force, in the Sign Aide, Medical Assistant, Movement Specialist, or Closed Captioner categories, the affected employee may bump into a position held by the least senior employee among the Crisis Intervention Specialists or Teacher Assistants that the more senior employee is determined to be qualified to fill.

In the event of a reduction-in-force, in the Crisis Intervention Specialist category, the affected Crisis Intervention Specialist may bump into the position held by the least senior employee among the Teacher Assistants that the more senior employee is determined to be qualified to fill.

In the event of a reduction-in-force, in the Teacher Assistant category, the affected Teacher Assistant may bump into the position held by the least senior employee among the Teacher Assistants that the more senior employee is determined to be qualified to fill.

Notice of reduction-in-force shall be sent by certified mail to the employee's legal address.

### **7.4 Recall**

An employee who has been terminated pursuant to reduction-in-force shall have

recall rights as provided by law. If a vacancy occurs in the employee's category (or subcategory for Teacher Assistants) for the following school term or within one (1) calendar year from the beginning of the school term following a staff reduction, the Board shall first offer reemployment to the Employee(s) laid off (by categories or subcategories for Teacher Assistants) in the reverse order of the reduction.

An employee laid off in a reduction-in-force shall have ten (10) calendar days from date of mailing or personal service to respond to the offer of rehire. If the employee fails to respond in the required time when an offer of rehire has been made, SASED shall have no further obligation to the employee.

Nothing herein shall preclude SASED from offering a reduced-in-force employee a retraining program at its cost with a provision that the employee sign an intent to return to SASED full-time employment upon successful completion of the training or with such other conditions as SASED may elect.

## **7.5 Employee Work Day**

- A. All employees shall be provided a duty free uninterrupted lunch period equal to the regular local school lunch period but not less than thirty (30) minutes in each school day. Such lunch period shall occur during the time of the student lunch periods. Any deviation to this schedule shall be made by mutual agreement between the employee(s) and the immediate supervisor. Notice of such deviations must be given to the Director and Association President, by the immediate supervisor, within five (5) work days of the decision.
- B. The employee's normal workday shall not be more than 7 ½ hours per day inclusive of a duty free lunch period. Unless otherwise directed by the classroom teacher or program supervisor, employees may leave at the end of the students' day on days preceding holidays after all students have departed from the school site.
- C. Through mutual agreement between the employee and the SASED program administrator, the employee may work through the duty-free lunch period and leave the workplace an equal time earlier.

## **7.6 Health and Safety**

- A. Work Environment

An employee shall not be required to work under unsafe or hazardous conditions, provided at all times the employee's responsibility shall be the protection of students and their continued safety and well being. SASSED shall provide maintenance services to ensure that every employee and student is provided a clean and sanitary work/school environment.

B. Immunization/Communicable Diseases/Student Health Plans

At least once during the term of this Agreement, the Board shall offer employees immunization against tetanus and hepatitis B, provided this section shall be inoperative if appropriate health officials recommend that either or both of such immunizations be discontinued or deferred.

If a student has a known or suspected communicable disease, notification to staff and others will be made to the extent necessary, and within the current ISBE guidelines, to minimize the health risk to staff and others.

Employees shall be provided information with regards to the specific health impairment and/or specialized medical procedures of their students. Students with serious medical conditions will have a health plan developed by a registered or certified school nurse within twenty (20) school days of the students' first day of school. Returning SASSED students will have their health plan developed by a registered or certified school nurse in place within thirty (30) school days of the start of the school year.

C. Student Behaviors

If a student is exhibiting behaviors that will result in the student presenting a danger to him/herself or others, the student's individual behavior program must be implemented.

Student Behavior Plans should be known to all employees working with the student.

All efforts should be made to not leave an employee alone with a student that is exhibiting behaviors that will present a danger to him/herself or others.

D. Injury to Employees

Injuries to employees by students shall continue to be regarded by the Board as a matter of grave concern. The Board recognizes the lawful right of an employee to protect him/herself in a case of an unavoidable injury.

Any case of injury to an employee shall be promptly reported to the Administration. The SASED Director shall provide reasonable assistance to advise the employee generally of his/her rights and obligations with respect to such injuries and shall render reasonable assistance to the employee in handling the incident by law enforcement authorities, provided the employee shall have acted within the scope of his/her employment and pursuant to Board policy.

In accordance with the applicable provisions of The School Code, the Board shall provide indemnification and protection for claims and suits against an employee.

E. Medications

Employees, except registered or certified school nurses, shall not be required to administer medication to students as provided in The School Code.

**7.7 Ill Student Care**

With consideration of a student's normal baseline health conditions, if a child comes to school ill, or becomes ill while at school and for some reason cannot go home, all efforts will be made to remove the child from the classroom and place him/her in an appropriately supervised environment (i.e., with a medically trained employee). Non-medically trained staff will not be required to provide health/nursing care but may be needed to attend to the child, to the best of the employee's ability pending health/nursing care.

**7.8 Job Sharing**

The Director may grant a Job Sharing arrangement. The granting or denial of such a Job Sharing shall be within the sole and non reviewable discretion of the Director and shall be non-precedential with respect to any other request for such Job Sharing by such employee or by any other employee. The Administration shall make available to employees information concerning the option of Job Sharing on the SASED website.

**ARTICLE VIII**

**TERMINATION OF AGREEMENT**

**8.1 Savings Clause**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or overturned by a newly adopted law, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain full force effect for the duration of the Agreement if not affected by the deleted article, section or clause.

**8.2 Effective Date and Duration**

This Agreement shall be effective, to the extent feasible on the first employee employment day of the 2008-2009 school term. This Agreement shall expire at 11:59 p.m. on the day prior to the commencement of the 2011-12 school term based on the SASSED school calendar

**IN WITNESS WHEREOF**

\_\_\_\_\_  
**Chairperson**  
**Board of Control, School Association for**  
**Special Education in DuPage (SASED)**

\_\_\_\_\_  
**President**  
**SASED Support Staff Association,**  
**IEANEA**

\_\_\_\_\_ **Date**

\_\_\_\_\_ **Date**