

COLLECTIVE BARGAINING AGREEMENT BETWEEN

BLACKHAWK AREA SPECIAL EDUCATION DISTRICT

AND

BLACKHAWK-AREA SPECIAL EDUCATION ASSOCIATION-IEA-NEA

Effective from date of signing by the Employer and the Association

until 11:59 p.m. on June 30, 2018

(2015-16, 2016-17, 2017-18)

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## ARTICLE I

### RECOGNITION AND DEFINITIONS

#### 1. **Recognition**

The Blackhawk Area Special Education District, hereinafter referred to as the "District" or "Employer," recognizes the Blackhawk Area Special Education Association, IEA-NEA, hereinafter referred to as the "Union" or "Association," as the sole and exclusive negotiating agent as to hours, wages, and other terms and conditions of employment for all full-time and regularly employed part-time certified personnel, including but not limited to all social workers, psychologists, speech/language pathologists, itinerant teachers for the visually impaired, itinerant teachers for the hearing impaired, itinerant teachers for the orthopedically impaired, and teachers, but excluding all supervisory, managerial, confidential, short-term employees and students, as defined by the Illinois Educational Labor Relations Act, including, but not limited to, the director of special education, assistant director, assistants to the director, comptroller, administrators, principals, transition specialists, preschool screening coordinator, administrative secretary, bookkeeper, payroll clerk, and supervisor of occupational and physical therapy.

#### 2. **Recognition**

The Black Hawk Area Special Education District, hereinafter referred to as the "District" or "Employer", recognizes the Black Hawk Area Special Education Association, IEA-NEA, hereinafter referred to as the "Union" or "Association", as the sole and exclusive negotiating agent as to hours, wages, and other terms and conditions of employment for all full-time and regularly employed part-time non-certified personnel, including but not limited to all occupational therapists, physical therapists, job coaches, paraprofessionals, one-to-one paraprofessionals, job developer/transition educators, preschool screeners, bilingual preschool screeners, audiologists, nurses, therapy/feeding aides, custodians, cooks, secretaries (non-administrative), and receptionist/secretaries, but excluding all supervisory, managerial, confidential, short-term employees and students, as defined by the Illinois Educational Labor Relations Act, including, but not limited to, the director of special education, assistant director, assistants to the director, comptroller, administrators, principals, transition specialists, preschool screening coordinator, administrative secretary, bookkeeper, payroll clerk, and supervisor of occupational and physical therapy.

#### 3. **Communications**

Nothing in this Agreement prohibits the Employer from seeking advice, input, guidance or recommendations from groups of employees regarding topics

relevant to his/her expertise, experience or field of work, or otherwise seeking information from employees relevant to the operations and activities of the Employer.

4. **Drug and Alcohol-Free Workplace**

It is agreed that the Employer has the right to establish and implement the drug and alcohol free workplace policy (see BHASED Policy 5:50 as Attachment A on BHASED website Documents).

5. **Student Needs**

In order to meet the educational needs of the students it serves, the Employer as necessary may temporarily subcontract work or temporarily assign work to supervisors and other employees employed by the Employer which work is normally performed by employees covered by this Agreement.

6. **Definitions**

The following definitions will be used in interpreting this agreement:

A. Director of Special Education

The title "Director" shall indicate the Director of Special Education or the Director's official designee.

B. Bargaining Unit

The term "bargaining unit" refers to two separate units of employees as set forth in Article 1 Section 1 and Article 1 Section 2 of the Recognition Clause.

C. Days

The term "days" when used in this agreement, except where otherwise indicated, shall mean calendar days.

D. Paid Leave of Absence

Paid Leave of Absence means that a bargaining unit member shall be entitled to receive wages, insurance, retirement benefits, and receive credit for annual salary increments provided during his/her leave. Employees returning from an approved leave shall be assured of employment in the District in a capacity for which they are qualified but not necessarily the same position held prior to the leave.

E. Unpaid Leave of Absence

Unpaid Leave of Absence means that an employee will not be entitled to pay and will only be entitled to such benefits as are required by law unless otherwise specified in this agreement.

Leaves of absence without pay or benefits for up to one year in duration may be granted by the Director or designee after considering a leave request from the employee. The request must be submitted at least 60 days in advance (or as soon as possible in emergencies with an explanation of the emergency) that includes: 1) the purpose of the leave, 2) the benefit to BHASED and, 3) the expected dates of departure and return. An employee returning from such a leave shall be reinstated to a position consistent with their job classification and training wherever needed as decided by the Director or designee. Seniority shall not accrue during this leave.

F. Dependent

A Dependent means any individual defined as a dependent by the Employer's health insurance plan as Attachment B on BHASED website Documents.

G. Titles

The titles used in various sections of the Agreement are for convenience only and shall not be used in interpreting this Agreement.

H. Part-time Employees

Part-time employees are employees that are regularly scheduled to work less than twenty (20) hours a week. Part-time employees receive only wages for hours worked and will only be entitled to such benefits as are required by law.

I. Certified/Licensed Employees

Certified/Licensed employees are employees in the classifications included in the bargaining unit as stated in Article 1 Section 1 of this Agreement and Occupational Therapists and Physical Therapists.

J. Non-Certified/Non-Licensed Employees

Non-Certified/Non-Licensed employees are employees in the classifications included in the bargaining unit as stated in Article 1 Section 2 of this Agreement except Occupational Therapists and Physical Therapists.

**ARTICLE II**  
**EMPLOYER RIGHTS**

**1. Reserved Rights**

Except as expressly modified by a specific provision of this agreement, the Employer reserves and retains solely and exclusively all of its inherent rights to manage the District as such rights existed prior to the execution of any agreement with the Association including but not limited to the right to create and maintain special education and related services which reflect the determinations of the District. The intent of the Agreement is to establish with the Association wages and other compensation, working hours, and conditions of employment, as expressed in this agreement.

The parties also agree and acknowledge that the District retains and reserves unto itself all powers and duties conferred upon and vested in it by the Rules and Regulations of the State Board of Education, the School Code of Illinois, Statutes of the State of Illinois, the Illinois Education Labor Relation Board (IELRB), and the Constitutions of the State of Illinois and of the United States.

**2. Rules and Regulations**

The exercise of the foregoing powers, rights, duties, and responsibilities by the District, and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of the District. All policies, regulations, and rules of the Employer shall be published and distributed to the Employees. Changes in existing policies, regulations and rules shall be given to each Employee and the Association immediately prior to enforcement.



## **ARTICLE III**

### **ASSOCIATION RIGHTS**

#### **1. Association Use of District Facilities and Equipment**

For purposes of conducting appropriate and professional Association business or communications and with the prior approval of the Director or designee, the Association shall be allowed to use any available BHASED owned and operated facility for meetings.

The Association shall have reasonable use of the district equipment in any BHASED owned and operated facility provided:

- a) There is no interference or disruption of normal school use;
- b) The Association purchases all materials and supplies incidental to such use; and
- c) Members that are not officers of the Association will not conduct Association business during work hours.

#### **2. Bulletin Board, Mail Facilities, and Mailboxes**

A. The Association may use the employee mailboxes in any BHASED owned/operated facility for communicating meeting notices, conferences, and social gatherings to bargaining unit members. Copies shall be given to the building Administrator and Director. The Employer shall not tamper with sealed paper communications.

B. The Association shall be assigned space on the bulletin board in the central office of each BHASED owned and operated facility for the posting of official Association notices with the prior approval of the Director or designee.

C. The Association shall have an e-mail address and a physical mailbox designated for its use.

#### **3. Meeting Notifications and Pertinent Information**

The Association President or designee shall be provided copies of informational packets within the same timelines as provided for the Superintendent's Advisory Committee and the BHASED Governing Board. These packets routinely contain an agenda, monthly financials and unapproved minutes from the previous meeting. Excluded items may include items from executive/closed session discussions.

The mailing address and salary of new employees will be provided to the Association President or designee upon request.

**4. Association Leave**

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary for up to five (5) days per bargaining unit per year. The Association will pay the costs for any external substitutes hired for these representatives during their absence related to this article.

If elected to IEA/NEA Office in a release-time position, or an IMRF Employee Trustee, the bargaining unit member shall be granted unpaid leave. A bargaining unit member returning from leave under this paragraph shall be reinstated at the end of the agreed upon leave or as soon as possible.

**5. Printing of Contract, Costs and Distribution**

After the Agreement is ratified, the Board will deliver the completed contract to the IEA within 30 days and shall split, with the Association, the costs for distribution to every current BHASED employee plus 10 additional copies.

**6. Reimbursement of Personal Property**

A fund of \$1,000.00 will be established annually to help reimburse employees for the loss or damage to personal property while on the job and which was necessary for school business. The Employer will establish this fund in its entirety and thereafter will replenish the first additional \$500.00 needed after the initial fund is exhausted. The Association will replenish the second additional \$500.00 used to ensure a maximum of \$2,000.00 available per year. This fund shall be administered and accounted for by the Association in consultation with the Employer per written policy. Claims will be processed through the employer's business office.

**7. Health and Safety**

The District shall offer at no expense to employees Hepatitis B and flu inoculations or such other inoculations required by state or federal laws. Employee participation shall be voluntary.

**8. Right to Respond to Materials in File**

The employee shall have the right to respond to any material which is entered in to their file, and his/her response shall be attached to the specific document material within the file to which the employee is responding.

## ARTICLE IV

### BARGAINING NOTIFICATION AND MEDIATION

#### 1. **Bargaining Notification**

The parties shall commence bargaining for a successor Agreement as per the Illinois Educational Labor Relations Act and its Rules and Regulations.

#### 2. **Mediation**

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement determines that the assistance of a mediator would be necessary. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

## **ARTICLE V**

### **CONTROL AND DISCIPLINE OF STUDENTS**

The Employer shall support and assist Association members with respect to the maintenance of control and discipline of students. Association members may use reasonable force with a student as is necessary to protect themselves, a fellow Association member, any other person, or another student from attack, physical abuse or injury. (See BHASED Policy 5:230 as Attachment C on BHASED website Documents).

The Employer shall offer a workshop or training unit of instruction on crisis management, including but not limited to verbal and physical intervention that is currently conducted under the guidelines offered through the Crisis Prevention Institute or other certified crisis management programs.

## **ARTICLE VI**

### **VACANCIES AND TRANSFERS**

Vacancies are defined as positions that are newly created or that result from retirement, resignation, death, leaves of absence, or district requests.

Upon the Director's notification of an internal vacancy, BHASED shall, for a period of 7 days prior to being filled, post said vacancy on the BHASED website under internal vacancies, and send an internal e-mail to all current BHASED employees.

Postings will include the name/title of the position, minimum requirements, a brief job description, salary information, starting date and location.

In filling vacancies for certified and licensed positions, the administration shall make placements based on an individual's qualifications, certifications, merit and ability, and relevant service and experience.

Employees may request a voluntary transfer to such vacancies for which they are qualified in writing or by e-mail. Volunteers will be considered first when it is necessary to involuntarily transfer or re-assign employees.

Notice that the position has been filled and the name of the individual will be available on the BHASED website, via SAC/Governing Board minutes and through the work assignment process.

BHASED shall consider interested retired staff for any vacancy for which they are qualified, but administration reserves the right to hire/choose staff as needed in order to promote the best work assignment fit in view of all considerations available to them, and consistent with BHASED's status as an intermediate "service" agency.

## ARTICLE VII

### EMERGENCY SCHOOL CLOSING

#### 1. Notification Procedure

When an emergency confronts the schools, notifications of the closing of schools will be released for broadcast over previously designated media outlets, and any other appropriate radio and television news stations as soon as possible. A list of these media outlets shall be given to each bargaining unit member.

When an employee's assigned place(s) of work is/are officially closed by BHASED or a member district, no leave days previously arranged by the employee assigned to work at the closed site(s) on the day of closing will be deducted for such emergency closing.

- A. Regardless of unscheduled district/school closings within an academic year, it is expected that each BHASED employee shall work the number of days indicated on his/her work calendar.
- B. In the event a full time employee is ill on a day when his/her district/school is closed for an emergency day, a sick day may be used in lieu of making up the day in the employee presents verification of a doctor's visit.

## ARTICLE VIII

### PROFESSIONAL DEVELOPMENT

1. Black Hawk Area Special Education District shall encourage its staff members to participate in appropriate professional development activities.
2. Upon recommendation of the Director or designee full or partial payment of actual expenses for professional development activities shall be paid by the District up to any predetermined limit disclosed to the employee at the time of the approval.
3. If in-service is undertaken at the request of the Director or designee, full expenses shall be paid by the District if approved in advance.
4. If in-service, including attendance at conferences and conventions, is undertaken at the request of the employee, expenses shall be reimbursed up to the maximums specified below providing the activity has been approved in advance by the Director or designee. Professional development that leads to advancement on the salary schedule shall not be approved.
5. The following expenses shall be reimbursable:
  - Mileage or actual cost of public transportation
  - lodging at state rate or actual cost if less
  - meals at state rate or actual cost if less
  - actual cost of registration, highway tolls, parking, and other approved expenses.
6. The amount of Continuing Professional Development monies allotted for each certified/licensed staff person is set by BHASED Administration based on availability within our budget each year. Staff shall be notified of that allotment amount by September 15<sup>th</sup> of each year and reviewed by February 15<sup>th</sup> of each year. A full share is allotted for full time certified/licensed employees and a half share for those considered part-time within the language of our Collective Bargaining Agreement.

## **ARTICLE IX**

### **FAIR SHARE**

1. Each Bargaining Unit Member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association in an amount equal to that portion of the dues attributable to collective bargaining negotiations and contract administration.
2. In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
4. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - A. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and,
  - B. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
6. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association.

Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious



charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

## **ARTICLE X**

### **PAYROLL DEDUCTIONS**

#### **1. Procedures for Membership Authorization**

Proper authorization for membership payroll deductions shall be the signature of the Employee on an authorization form prepared by the Association and submitted to the Special Education Director or his/her designee. Such authorization shall be renewed prior to September 1st of each school year, to be effective for such year.

#### **2. Payment to the Association**

Authorizations submitted to the Special Education Director or his/her designee by the 15th of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within ten (10) working days following each pay period.

## ARTICLE XI

### GRIEVANCE PROCEDURE

#### 1. **Definition**

A grievance is defined as any dispute arising during the term of this Agreement between the Employer, Association or any employee regarding the application, meaning or interpretation of a specific section of this Agreement.

#### 2. **Informal Resolution**

An employee who has a grievance shall within five (5) days of a perceived violation of the Agreement discuss the matter with his/her evaluating supervisor (the supervisor that evaluates the employee) in an attempt to resolve the issue informally. If the evaluating supervisor is unavailable, the employee shall contact the Director of Special Education or designee in an attempt to resolve the issue informally.

#### 3. **Procedures**

If the employee is not satisfied with the answer of the evaluating supervisor, the employee or the Association may submit a grievance in writing within ten (10) days from the date of occurrence of the event giving rise to the alleged violation of the agreement. The grievance shall be processed as follows:

- A. STEP 1 - The Association or the grievant may present the grievance in writing to the grievant's evaluating supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representative and the evaluating supervisor shall be present for the meeting. Within five (5) days of the meeting, the Association shall be provided with the supervisor's written response, including the reasons for the decision.
- B. STEP 2 - If the grievance is not resolved at Step 1, then the Association may refer the grievance to the Director of Special Education or the Director's official designee within ten (10) days after receipt of the Step 1 answer. The Director or the Director's official designee shall arrange, with the Association representative, for a meeting to take place within ten (10) days of the Director's receipt of the appeal. Within five (5) days of the meeting, the Association shall be provided with the Director's written response, including the reasons for the decision.
- C. STEP 3 - If the Association is not satisfied with the disposition of the grievance at Step 2, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the Employer within thirty (30) days of the date of the Step 2 answer, then the grievance shall be deemed withdrawn.

#### 4. **Arbitration**

If within ten (10) days after receipt of a written request for binding arbitration, the parties are unable to agree upon an arbitrator, either party shall require a list of five names from the Federal Mediation and Conciliation Service. From the panel, the parties shall strike names, alternating, with the party requesting arbitration striking the first name and the remaining person will be selected.

The filing or pending of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the District to take the action complained of, subject however, to the final decision on the grievance.

Each party shall pay the cost of expenditures incurred by it in connection with the arbitration. The cost of the arbitrator and the arbitrator's copy of the proceedings shall be born equally by the Employer and the Association. Should either party desire a copy of the proceedings, the party requesting the copy shall pay the cost of its copy.

The arbitrator shall act in a judicial, not in a legislative capacity and shall be bound to the facts of the grievance before him and the expressed terms of the Agreement and shall not alter, amend, modify or ignore the terms of the agreement. In the event the arbitrator finds that the grievance does not involve an interpretation of the express terms of the agreement, the arbitrator shall remand the matter back to the parties without comment. The arbitrator shall have no power to establish wage scales or change established wage scales. All decisions of the arbitrator, as defined in this agreement, shall be final and binding on the Employer, the Association and the employees covered by this agreement.

No claim against the Employer, including claims for back pay by an employee or by the Association, shall be retroactive to any date prior to the date of presentation of the grievance in Step One of the grievance procedure. All awards of back pay in cases of suspension and termination shall be limited to the amount of back wages the employee would have otherwise earned in regular and normal employment with the Employer during the period between the employee's termination and reinstatement, if reinstatement is ordered, less any unemployment or other compensation for personal services which the employee may have received from any source during the period. The employee has an obligation to seek other employment.

#### 5. **Time Limits**

Grievances not filed or appealed within the designated time limits will be treated as having been dropped. The time limits at any step or for any hearing may be extended, in writing by mutual agreement of the parties involved in that particular step.

Failure of the Employer to answer grievances within the time limits prescribed in each step of the grievance procedure shall permit an appeal by the employee or the Association to the next step of the procedure.

6. **Grievance Requirements**

All written grievances shall state the article and specific section of the Agreement alleged to have been violated, the date of the violation and the relief requested. Only individual grievances will be allowed, no group grievances will be permitted, except contract interpretation grievances alleging the same article and the section of the Agreement to have been violated where the relevant facts are the same.

7. **Days**

The term “days” is defined as a day when the District’s Administrative Office is officially open for business.

8. **Settlement**

By mutual signed written agreement of the Association and the Employer, a grievance may be settled at any step.

## ARTICLE XII

### CONTINUITY OF OPERATIONS

#### 1. **No Strike Provision**

The Association agrees on behalf of itself, its officers, agents, members and employees represented by it, that it nor they will, during the life of this Agreement, or any extensions thereof, incite, call, sanction, condone or participate in any strike, picketing, stoppage of work, slowdown, withholding of services or any intentional interference with production of any kind for any reasons nor engage in such acts or conduct in recognition or support of issues involving employees or individuals outside the bargaining unit encompassed by this Agreement. In the event of any of the above actions, the Employer shall notify the officers of the Association and the officers shall take whatever lawful steps are necessary to prevent or terminate the prohibited conduct. No employee shall refuse to cross a picket line during the term of this Agreement. Any employee participating in any action prohibited by this article or who refuses to perform his duties because of a strike or picket line shall be subject to discharge.

#### 2. **No Lock-Out Provision**

The Employer agrees that neither it nor its representatives will put into effect any lockout during the term of this agreement. The term lock-out does not include layoffs or a curtailment of operations.

## **ARTICLE XIII**

### **DISCIPLINE**

#### **1. Discipline for Cause**

A non-probationary/non-certified employee shall not be discharged or receive a disciplinary suspension without pay except for just cause or as a result of a reduction in force (RIF).

#### **2. Certified Teacher Terminations**

Certified teacher terminations shall be governed and done in accordance with the School Code.

#### **3. Suspensions**

An employee may be suspended with or without pay pending determination of any disciplinary action, demotion, termination or other involuntary change in his/her employment status.

#### **4. Representation at Investigative Meetings**

The employee may have a representative of the Association present at any investigative meeting which the employee reasonably believes may result in disciplinary action being taken against the employee.

## ARTICLE XIV

### HOURS OF WORK

#### 1. **Work Week**

For the purpose of defining the work week to determine overtime for Non-Certified/Non-Licensed Employees, the work week for District employees will be 12:00 a.m. Saturday until 11:59 p.m. Friday.

#### 2. **Workday**

Employees shall follow the workday (including meetings, IEP's, etc.) as set forth in the schools to which they are assigned. Employees assigned to the central office shall follow the workday as set by the Director. Workday is defined as hours required to be on the job. Certified and Licensed staff will not be required to work more than 40 hours in a normal work week inclusive of a half-hour lunch break each day.

#### 3. **Non-Certified/Non-Licensed Employees**

Non-Certified/Non-Licensed employees shall be paid time and one-half (1 ½) his/her hourly rate of pay for work in excess of forty (40) hours in any work week. There shall be no pyramiding of premium or overtime pay nor shall employees be paid twice for the same hours worked.

#### 4. **Breaks**

Certified/Licensed personnel employed for at least four (4) hours per day shall receive one-half (1/2) hour duty free lunch. Non-Certified/Non-Licensed employees who work at least 7.5 continuous hours shall receive a thirty (30) minute duty free unpaid meal break that begins within the first five (5) hours of the employee's work day and fifteen (15) minutes for a morning paid break and fifteen (15) minutes for an afternoon paid break during the regular school year. Non-Certified/Non-Licensed employees who work at least six (6.0) continuous hours shall receive a thirty (30) minute duty free unpaid meal break that begins within the first five (5) hours of the employee's work day during the school year. Non-Certified/Non-Licensed employees who work at least four (4) continuous hours but less than six (6.0) continuous hours shall receive a fifteen (15) minute paid break.

#### 5. **Work Year**

Salary schedules used for certified and licensed staff shall be based on a 180 day work year. Salaries shall be prorated based on variations in the number of days worked.



6. **Preparation Time for Teachers**

Each certified teacher shall have no less than sixty (60) total minutes of preparation time each day in blocks of twenty (20) minutes or more.

## **ARTICLE XV**

### **ASSIGNMENTS**

All regularly employed employees and the Association shall be given individual notice, prior to general posting, of the employee's tentative assignments for the forthcoming year before the end of the employee's current work year. In the event changes in such assignments are deemed necessary by the District, the employees affected shall be individually notified promptly in writing of the proposed change, prior to general posting, and may have an opportunity to consult with the Director or designee regarding the change.

**ARTICLE XVI**  
**EVALUATIONS**

**1. Employee Evaluation**

Within 30 days of an employee's first day of work, Administration shall meet with staff and acquaint them with the BHASED performance evaluation process. This shall include evaluation procedures and instruments that will include goals for growth recommendations from either the employee or Administration. Additionally, the administrator shall determine the method of observation to be used. At this time, staff members shall be informed as to who shall observe and evaluate performance. The administrator shall inform staff that their performance is considered to be under continuous observation.

Formal written evaluation for the improvement of instruction and determination of employment status shall be conducted throughout the school term from mid-September through May 1, subject to the following:

**2. Non-Certified/Non-Licensed Employees**

All non-certified/non-licensed employees shall be evaluated by his/her building supervisor or designee at least once during the first ninety (90) days of probationary employment and at least every other year thereafter. The evaluation process shall include scheduling evaluations and day to day appraisals.

**3. Certified/Licensed Employees**

Non-tenured employees – At least once during each of the four (4) probationary years, one (1) written evaluation will be completed during the school term by February 1, and will include a recommendation for reemployment or for termination.

**4. Tenured employees**

One (1) written evaluation will be completed at least once every two (2) years. A tenured employee who receives a written evaluation with an overall rating of "needs improvement" shall be given the written evaluation at the final post-observation conference and shall be informed that a professional development plan will be developed and presented to him/her within thirty (30) school days after the completion of the evaluation. Said Plan shall be implemented in conformance with the requirements of Illinois law. A tenured employee who receives a written evaluation with an overall rating of "unsatisfactory" shall be given the written evaluation at the final post-observation conference and shall be informed that a Remediation Plan will be developed and presented to him/her within thirty (30) school days of the completion of the evaluation. Said Plan shall be implemented in conformance with the requirements of Illinois Law.

Each written evaluation shall be preceded by two observation cycles consisting of a total of at least two distinct performance observations as listed below:

- a) Classroom observations
- b) Observation of assigned duties
- c) Observation of performance at meetings
- d) Review of goals for growth
- e) Review of performance feedback forms (form recipients will be chosen in consultation with the employee and shall not include BHASED Association members)
- f) Other observations relating to performance as determined by the supervisor.

Observation cycles consist of the following:

- a) a pre-observation conference to discuss methods of observation, to determine a mutually agreed upon time and date for the performance observation and to inform the employee of the method of observation to be used.
- b. At least one performance observation of the employee within twenty-five (25) school days of the pre-observation conference;
- c. A post-observation conference within fifteen (15) school days of the observation(s).

All employees shall have the right to have Association representation present at any evaluation conference. The lack of available representation shall not delay the conference without mutual agreement between the Employer and employee.

Except as provided above, a copy of each written evaluation shall be signed by both parties and shall be given to the employee prior to being placed in the employee's personnel file. The employee's signature shall not indicate agreement with the contents, but merely shall indicate receipt thereof. Any employee may attach a statement in rebuttal to the evaluation for enclosure in his/her personnel file. Neither the Association nor an employee shall be allowed to grieve the employee's evaluation ranking or the content of the evaluation.

## ARTICLE XVII

### VACATION AND HOLIDAYS (HOURLY EMPLOYEES)

#### 1. **Vacation**

Vacation time shall be credited in quarter year allocations. Vacation time may be used during the first quarter for which it is credited and in subsequent quarters. Although credited and available for use throughout the quarter, vacation time is earned on a monthly basis within the quarter. In the event that a quarter of employment is not completed, the daily rate for any vacation time which was credited and taken but not yet earned will be deducted from the last pay check.

During the first five years of employment with the District, full time non-certified/non-licensed personnel with twelve month positions shall be eligible for vacation time equivalent to ten (10) working days each year.

After five years of employment with the District, full time non-certified/non-licensed personnel with twelve month positions shall be eligible for vacation time equivalent to fifteen (15) working days each year.

After ten years of employment with the District, full time non-certified/non-licensed personnel with twelve month positions shall be eligible for vacation time equivalent to twenty (20) working days each year.

Vacation time must be used within twelve (12) months of the time it is credited.

Vacation time is to be requested in writing on forms provided by the business office.

Approval of vacation time shall be contingent on the office work load.

Vacation time of less than a full day may be granted in one hour blocks.

Exceptions to the quarterly crediting of vacation time or twelve (12) months time limit for usage may be approved by the Director to address unusual and unique circumstances.

#### 2. **Holidays**

Unless the District receives a waiver or modification of The School Code pursuant to Section 2-3.25g, allowing it to schedule school on a holiday listed below, non-certified/non-licensed District employees will be paid for, but will not be required to work on:

New Year's Day

Labor Day

Martin Luther King Jr.'s Birthday

Columbus Day

Lincoln's Birthday

Veterans' Day

Casmir Pulaski's Birthday

Thanksgiving Day

Memorial Day

Christmas Day

Independence Day

Only 12 month employees shall receive holiday pay for Independence Day.

At the discretion of the Director, 12 month employees may be released for up to one half of the duration of winter and spring holiday breaks assuming the workload allows and the office is covered. The District may require non-certified/non-licensed personnel to work on a school holiday during an emergency.

## **ARTICLE XVIII**

### **LEAVES OF ABSENCE**

**1. School Visitation Leave**

An employee is entitled to eight (8) hours during any school year, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child, if the conference or activity cannot be scheduled during non-work hours. Employees must first use all accrued vacation leave, personal leave, and any other paid leave that may be granted to them, except sick and disability leave.

The Director shall develop administrative procedure implementing this policy consistent with the School Visitation Rights Act.

**2. Leaves to Serve as an Officer or Trustee of a Specific Organization**

Upon request, the Governing Board will grant: (1) an unpaid leave of absence to a employee who is elected to serve as an officer of a State or national education employees organization that represents education employees in collective bargaining negotiations, (2) twenty (20) days of paid leave of absence per year to a trustee of the Teachers' Retirement System to attend meetings and seminars as described in 105 ILCS 5/24-6.3, and (3) a paid leave of absence for the local Association President of a state teacher association that is an exclusive bargaining agent in the District, or his or her designee, to attend meetings, workshops, or seminars as described in 105 ILCS 5/24-6.2

**3. Bereavement Leave**

Employees shall be entitled to up to five (5) days of bereavement leave per school year upon the death of a member of the immediate family. Immediate family, for the purpose of this Section 10.3, is defined as: parents, step-parents, spouse, brothers, sisters, step siblings, children, stepchildren, legal foster children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughter-in-law, son-in-law, and legal guardians.

Each employee, who is eligible for bereavement leave and has used all available vacation and personal time for the year, shall be allowed up to two (2) school days per year deductible from allowable sick leave, for a death outside the immediate family.

**4. Court Duty**

The Employer will pay full salary during the time an employee is on court duty or, pursuant to a subpoena other than a subpoena where he/she is a party, serves as a witness or has a deposition taken in any school-related matter pending in court so long as the employee submits to the Employer all monies collected as a

result of jury duty, with the exception of mileage. Employees are expected to give the Employer at least five (5) days prior notice of pending court duty and immediately upon receiving final notice of court duty.

5. **Family and Medical Leave Act (FMLA)**

Eligible employees will be entitled to family and medical leave under the District's FMLA policy.

6. **Sick Leave**

The following employees shall be provided not less than ten (10) paid days of sick leave each school year:

- A. All employees who work at least twenty (20) hours per week and are IMRF eligible under the IMRF 600 hour standard;
- B. All full-time certified/licensed employees.

Full time employees employed nine (9) to eleven (11) months per year and who work five (5) days per week shall receive twelve (12) days of paid sick leave per year. Full time employees, who are employed nine (9) to eleven (11) months per year, working less than five (5) days per week, shall receive ten (10) days of paid sick leave per year. Full time TRS employees employed for twelve (12) months per year shall receive twelve (12) days of paid sick leave per year. Full time IMRF employees employed for twelve (12) months per year shall receive fifteen (15) days of paid sick leave per year. The aggregate sick leave available to each employee is calculated as described below. No sick leave is provided until the employee reports to work on his/her first day.

Sick days per se shall be consistent in length with the employee's regular workday on the "day" they take off sick. For example, employees with 4.0, 7.5 or 8.0 hour/day contracts have "sick days" equal to 4.0, 7.5 or 8.0 hours respectively. A staff member taking off "sick" all day or on a day they are contracted to work 4.0 is docked 4.0 hours from the aggregate sick leave to which they are entitled.

Sick leave may be used in minimum of one (1) hour units. The aggregate available sick leave per employee will be determined by multiplying the number of "days" of sick leave to which they are entitled by the average hourly length of his/her workday rounded to the nearest quarter hour. For example: A ten month employee is entitled to 10 "days" of sick leave per year and is contracted to work for four days/week @ 7.5 hours/day and one day/week @ 3.5 hours. The total contract hours in the week = 33.5 and the average workday length = 6.7 or 6 hours and 45 minutes. The aggregate sick leave to which they are entitled per year is 10 x 6 hours and 45 minutes = 67 hours and 30 minutes.



Paid sick days will be available for the reasons specified in The School Code, i.e. personal illness (including illness related to pregnancy and child birth), quarantine at home, or serious illness or death in the immediate family or household. Immediate family is defined as: parents, step-parents, spouse, brothers, sisters, step siblings, children, stepchildren, legal foster children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. (Reference 105 ILCS 5/24-6).

Requests for sick leave related to the birth of a child must be filed with the Director not later than sixty (60) days prior to the anticipated date of delivery, except in the case of a health care provider substantiated emergency, and shall state the expected date of return. The Employer has the right to require employees to provide a written statement from the employee's health care provider as allowed by law.

**Return to Employment:** Employees returning from approved leaves may be required to submit a report verifying that such leave was used for the purpose for which it was granted or that they are physically capable of returning to work. Employees returning from approved leaves shall be assured of employment in the District in a capacity for which they are qualified but not necessarily the same position held prior to the leave.

Illness/temporary disability caused or contributed to by pregnancy, childbirth or related conditions shall be treated the same as disabilities caused or contributed to by other medical conditions in the granting of paid sick leave days under this policy.

Sick leave days may be accumulated from year to year up to the maximum allowed for credit by the Illinois Teacher Retirement System for certificated staff plus an additional five (5) days of sick leave. Sick leave may be accumulated from year to year up to the maximum allowed for credit by the Illinois Municipal Retirement Fund for certified staff plus an additional five (5) days of sick leave.

Employees shall substitute paid sick leave days for unpaid days under FMLA, to the extent the circumstances meet the requirements for the use of paid sick days under the District's policies, regulations and procedures and as specified in the regulations promulgated under the FMLA.

## **7. Sick Leave Bank**

A. Administration - A Sick Leave Bank Committee composed of the Director or designee and four (4) employees selected by employees participating in the sick leave bank will be charged with maintaining fair and equitable use of the Bank. Recommendations for guidelines to be used in the administration of the Sick Leave Bank will be submitted to the Superintendents' Advisory Committee ("SAC") for approval.

- B. Participation - In order to participate in the Sick Leave Bank, an employee must have contributed to the Bank at the beginning of the school year or at the time of employment if hired after the beginning of the school year.
- C. Contributions - All employees may voluntarily participate in the sick leave bank by contributing one (1) of his/her days. All newly hired employees will be given the opportunity to contribute to the sick leave bank. Additional contributions of days to the sick leave bank from Sick Leave Bank participant members may be requested in an emergency if approved by the Sick Leave Bank Committee and SAC. However, no employee will be required to contribute sick days to the Bank.

Any employee who has contributed to the Sick Leave Bank may not withdraw the donated day(s) when leaving employment.

## 8. **Granting Sick Days From Bank**

- a) Sick Leave Bank days may be granted by the Sick Leave Bank Committee for a catastrophic illness of the employee or immediate family members.
- b) In anticipation of need, requests may be made before the employee has exhausted his/her accumulated sick leave. However, an employee must have exhausted his/her accumulated paid sick leave before using days donated by the Sick Leave Bank.
- c) An employee requesting days from the Sick Leave Bank must present to the Sick Leave Bank Committee a health care provider's statement of catastrophic illness and a written request citing the estimated number of days requested.
- d) The maximum number of days to be withdrawn from the Sick Leave Bank per request shall not exceed ten (10) of his/her days. Any additional days per illness may be requested in writing. The first ten (10) days, per catastrophic illness, may be granted by the Sick Leave Bank Committee alone. Any additional days, up to a total maximum of twenty-five (25), which includes the first ten, of his/her days per catastrophic illness will be granted by approval of the sick leave bank committee and SAC.
- e) "His/Her" days will be calculated as above.

## 9. **Personal Leave**

Three (3) days of personal leave at full pay shall be granted at the beginning of the school year to employees for transacting personal or legal business which cannot be handled other than on a school day. Except in emergencies, employees shall give at least five (5) days notice of use of personal leave unless

this requirement is waived by the Employer. Personal leave time may be taken in minimum of one (1) hour units except employees with a total accumulation of less than one (1) hour of personal leave may use his/her total remaining balance for one (1) occasion of leave. In increments of hours, up to one full day of unused personal leave shall be carried forward to the next school year for a total maximum of four (4) personal leave days at the beginning of the school year and additional personal leave time is converted to sick leave the day before the start of each school year. The aggregate available personal leave per employee will be determined by multiplying the number of "days" of personal leave to which they are entitled by the average hourly length of his/her workday rounded to the nearest quarter hour. For example, an employee is granted two (2) "days" of personal leave per year and is contracted to work for four (4) days/week at 7.5 hours/day and one day/week at 3.5 hours. The total contract hours in the week equals 33.5 and the average workday length equals 6.7 or 6 hours and 45 minutes. The aggregate personal leave to which they are entitled per year is  $2 \times 6 \text{ hours } 45 \text{ minutes} = 13.5 \text{ hours}$ .

10. **Accumulated Benefits**

All accumulated benefits and rights of employment previously gained shall be retained upon return from an approved leave unless otherwise specified in this agreement.

11. **Leave Usage**

Paid leaves may be used by employees in hourly increments. A seven and one-half hour workday shall be used for the purposes of calculating leave time and hourly rates for Certified and Licensed staff except where otherwise indicated.

## **ARTICLE XIX**

### **SENIORITY**

Employees shall retain for purposes of this Agreement all seniority they have accrued prior to the date of this agreement.

#### **1. Seniority**

- A. Seniority shall be defined as the continuous length of service within one of the bargaining units. Accumulation of seniority shall begin from the employee's first day worked.
- B. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by hiring date. If more than one individual employee has the same hiring date, position on the seniority list shall be determined by drawing lots. Hiring date shall be defined as the date the employee provides written notice via e-mail to the District that he/she will accept the position offered.

#### **2. Maintaining and Posting of Seniority Lists**

The Board shall prepare, maintain and post the seniority list for each bargaining unit (Article 1 Section 1 & Article 1 Section 2). The initial seniority list shall be prepared and posted in all BHASED owned and operated buildings within thirty (30) workdays after the effective date of this Agreement with revisions and updates prepared, posted in each BHASED owned/operated building and e-mailed to staff on or before February 1st of each year thereafter.

A copy of the seniority list and subsequent revisions shall be furnished to the Association. Any employee disagreeing with his/her seniority placement shall respond in writing to the Director and Association President within fifteen (15) workdays after the effective date of the posting.

#### **3. Probationary Period**

- A. A probationary period for certified/licensed personnel shall be four (4) years.
- B. The probationary period for all non-certified/non-licensed employees shall be ninety (90) days.

#### **4. Loss of Seniority**

Employees shall lose seniority and his/her employment shall be terminated as follows:

- A. Resignation
- B. Non-RIF Dismissal

- C. Retirement
- D. Layoff that exceeds one calendar year from the beginning of the next school year following the employee's dismissal
- E. Layoff that exceeds two calendar years from the beginning of the next school year following the certified and licensed staff member's dismissal if more than 15% of the number of full-time equivalent positions filled by certified and licensed employees (excluding principals and certified administrators) were subject to such layoff. This provision is applicable to certified and licensed staff only.
- F. Failure to return to work at the end of an approved leave of absence; and
- G. Failure to respond within ten (10) days after receipt of a letter of recall sent by certified mail to the employee's address on file with the District recalling such employees. Employees have the responsibility of informing the District of any change in home address.

Seniority is retained but shall not accrue during the following:

- A. Unpaid leave of absence
- B. Unpaid sick leave, and
- C. Period of layoff as established by this Agreement.

Seniority continues to accrue during the following:

- A. Paid leave of absence; and
- B. Temporary disability under IMRF or TRS.

## **ARTICLE XX**

### **REDUCTION IN PERSONNEL, LAYOFF, AND RECALL**

**1. Reduction of Non-Certified, Non-Licensed Staff by Seniority**

This section shall only apply to non-certified, non-licensed staff members.

**2. Notification of Layoff**

Should the Employer consider a reduction in the number of Employees or the amount of hours worked by employees to become effective during the next school year, the Association shall be given written notice, not less than ninety (90) days preceding the end of the school term.

**A. Procedures for Staff/Hour Reduction**

If the number of positions must be reduced, the employees who are subject to removal shall receive notice by registered mail at least sixty (60) days before the end of the school year together with a statement of honorable dismissal and the reason therefore.

**B. Dismissal/Reduction by Seniority**

Employees to be laid off shall be dismissed on the basis of District seniority in their classification with the least senior employee in a classification being dismissed first. For purposes of this section, the classifications are as follows: a) Paraprofessionals, b) One-to-One Paraprofessionals, c) Therapy Aides, d) Custodians, e) Job Coaches, f) Pre-school Screeners), g) Bilingual Preschool Screeners, h) Secretary/Receptionist/Transition Specialist Coordinator, i) STEP staff (Youth Transition Educator and Job Developers/TS Assistants), j) Vocational Evaluator, k) Nurses, l) Feeding Aides, and m) Cooks.

**C. One-to-one Paraprofessionals**

One-to-one paraprofessionals may be released prior to the end of the school year through no fault of their own, i.e., child leaves the district, moves into another program, etc. These paraprofessionals may be offered another District position for which they are qualified if one is available; or they may be without a position and on leave without pay until the beginning of the next school year when they may be offered another position for which they are qualified or may take another one-to-one position.

**D. Employee on Leave of Absence**

Employees who are on leave of absence are subject to this article.

### 3. **Reduction of Certified and Licensed Staff Members**

Should the Employer consider a reduction in the number of certified/licensed staff members to become effective during the next school year, the Association and individual certified and licensed staff members shall be given written notice, not less than forty-five (45) days preceding the end of the school term.

Layoff and recall of certified and licensed staff that occur during the term of this Agreement shall be in compliance with Section 24-12 of the School code (105ILCS 5/24-12) and the provisions of this section.

A Joint Committee for Layoffs and Recalls ("Joint Committee"), as defined within Article 24 of the Illinois School Code, shall meet before December 1, 2012 and at least annually thereafter during the term of this Agreement. The Joint Committee shall be composed of a maximum of eight members, with half of the membership representing the Board, and half representing the Association. Those representing the Association must be certified or licensed. The appointments to the Joint Committee shall be made by October 1 of each school year, with the appointees serving from October 1 through the following September 30. The Joint Committee shall be charged with addressing the matters set forth in 105 ILCS 5/24-12(c), paragraphs (1) through (5), as hereafter amended. Any agreements reached by the Joint Committee must be approved by the affirmative vote of at least five members.

By no later than March 1 of each school term, the Director shall consult with the Association President, if he/she is a licensed or certified staff member, or, if the President is not a part of his group with a designee appointed by the President who is a licensed or certified staff member, to develop a list establishing the sequence of honorable dismissals in any layoff in accordance with the positions and groupings required by Section 24-12(b) of the Illinois School code. The Director shall complete the list and provide a copy to the Association President or his/her designee with a copy no later than seventy-five (75) calendar days before the end of the school term. Thereafter, the Director shall promptly inform the Association President or designee if any changes in the list made between the initial time of consultation and any layoff action taken by the Board, but in any event by no later than forty-five (45) days before the end of the school term. In addition to the sequence of honorable dismissal list, the Director will provide the Association with a list of certified and licensed staff members ranked by seniority alone, within the same time period specified above.

If the Board deems it necessary to layoff certified and licensed staff members, those staff members to be honorably dismissed shall be chosen from among the staff members in the same position in accordance with their statutory grouping, with those in lower groupings being removed before those in higher groupings.

Within Group 1 (certified staff who have not attained tenure and licensed staff still designated as probationary who have not received a performance evaluation rating prior to forty-five (45) calendar days before the end of the school term), certified and licensed staff may be honorably dismissed in any order determined by the Board. Within Group 2 (certified and licensed staff with a Needs Improvement or Unsatisfactory summative performance evaluation rating on either of their last two (2) summative ratings), certified and licensed staff with a lower average rating on their last two (2) summative ratings (or their last rating if only one is available) shall be honorably dismissed before certified or licensed staff with a higher average rating. For purposes of calculating an average rating within Group 2: Excellent = 4; Proficient/Satisfactory = 3; Needs Improvement = 2; and Unsatisfactory = 1. Among certified and licensed staff with the same average rating in Group 2 and certified and licensed staff in Groups 3 and 4, less senior certified and licensed staff shall be removed before more senior certified and licensed staff.

Certified and licensed staff honorably dismissed as a result of layoff and entitled to recall pursuant to Section 24-12 of the Illinois School Code shall be notified of such recall by regular and certified mail showing proof of delivery to the staff member's last known address with a copy to the Association President or designee. It is the certified staff member's responsibility to notify the Cooperative of his/her correct mailing address. A recalled staff member shall have ten (10) calendar days from the date the recall notice is received to accept the position. Certified and licensed staff who do not accept the position offered shall be stricken from the recall list.

The Cooperative shall keep all summative evaluations for certified and licensed staff members in the staff member's personnel file.



## ARTICLE XXI

### COMPENSATION AND RELATED PROVISIONS

#### 1. **Wages and Salary Schedule Placement Language**

The basic salaries of Certified and Licensed employees are set forth in Attachment D. Employees employed during the terms of this agreement shall receive the following compensation:

- A. For employees currently on salary schedule, annual step increase of 2.75% each of the next 3 years (15-16, 16-17, 17-18).
- B. For employees currently off the salary schedule (longevity) and/or who will move off the salary schedule during the length of this contract, an annual increase of 1.5% each of next 3 years (15-16, 16-17, 17-18).
- C. For employees paid on hourly wage, an annual increase as follows for the next 3 years:
  - a) 15-16: 4%
  - b) 16-17: 2.75%
  - c) 17-18: 2.75%
- D. BHASED's contribution to individual insurance premiums to increase to \$420 per month for the first year of the contract (15-16) with a restricted opener to bargain for this benefit years 2 & 3 (16-17 & 17-18) of the contract.

#### 2. **Placement**

Certified and Licensed employees hired after this contract language is ratified who have equivalent experience in other systems shall be given full credit for the first ten (10) years of experience and one (1) year of credit for each additional two (2) years of experience to a maximum of fifteen (15) years' credit. Credit for non-teaching experience applicable to a teacher's assignment shall be granted at the discretion of the Administration. Such credit shall be professionally appropriate. In case of only a partial year's prior experience, a full year's additional credit will be given if experience was of one semester or more.

#### 3. **Educational Advancement**

All course work submitted for advancement on the salary schedule shall be approved in writing in advance by the Director or designee. It is the employee's responsibility to notify the administration of any credits earned that will result in salary schedule placement changes by submitting a completed "Request for Course Approval/Salary Lane Adjustment" form to the Director or designee.

- A. Official transcripts shall be permanently filed in the administrative office for all course work submitted for credit in this schedule. To receive salary adjustments effective at the opening of the school year, all necessary documentation must be filed in the administrative office by September 30th. To receive salary adjustments effective the beginning of the second (2nd) semester, all necessary documentation must be filed in the administrative office by February 15th.
- B. Only graduate degrees from accredited institutions/programs will be accepted.

4. **Step Advancement**

Certified/licensed employees shall be granted one incremental step for each year of employment by BHASED after the initial placement on the salary schedule at the time of hiring until the maximum step for his/her educational lane is reached.

5. **Savings Provision**

To the extent that a salary raise shall cause the Employer to pay penalties to TRS attributable to the salary raise, the Employer shall be relieved of the payment of such increase to the extent it causes the Employer to incur such penalties. Additionally, if the Employer becomes subject to TRS penalties for earnings in excess of 6% the teacher must repay to the Board all amounts of creditable earnings in excess of 6% needed to avoid the penalties.

6. **Off-Schedule Rate**

Certified/Licensed employees who are paid salaries above the highest scheduled salary for their lane shall not have their salary increased or decreased except as provided in this section or in the service recognition section, Article XXI Sections 8 and 9 provided they are eligible. At the beginning of each school year, these employees shall receive a salary increase equal to their previous year's salary times the percent increase of the base salary on the certified/licensed schedule.

7. **Salary Schedule Placement for Hard to Fill Positions**

For "hard to fill" positions as designated by having been posted by BHASED for nine (9) months or unfilled from the previous school year or vacant for one (1) month, the Employer is able to offer a salary that is equivalent to up to three (3) "steps" above where they would normally be started on the BHASED Certified/Licensed salary schedule for the current year and would advance one (1) step per year in subsequent school years as would all other Certified/Licensed employees. Positions filled by part-time temporary employees are considered vacant for Hard to Fill Positions.

8. **Early Retirement Incentive Program for Certified Employees**

Certified employees who have served at least ten (10) years with the Employer and elect to retire from the Employer may participate in the Employer's Early Retirement Incentive Program as stated in this section provided they create no TRS early retirement option penalty and/or six percent (6%) cap penalty and further provided that retirement occurs not later than when the certified employee first becomes eligible for full TRS retirement benefits.

If an eligible certified employee gives the Employer an irrevocable notice of retirement by May 1 of any year up to two (2) years prior to the date of retirement and the employee elects retirement not later than when the employee is first eligible for full TRS benefits upon retirement, the eligible certified employee's salary in the year after giving notice shall be five percent (5%) higher than the certified employee's base salary (the certified employee's salary as reflected on the salary schedule) in the prior year. In each of the years thereafter until retirement, such certified employee's salary shall be increased by five percent (5%) over the prior year's salary. The maximum number of years of eligibility for raises under this Article is the certified employees final two (2) years of service. Such salary increases shall be in lieu of salary increases provided by the salary schedule including increases caused by vertical movement or horizontal movement on the salary schedule.

To the extent that the salary increases described in this Article shall cause the Employer to pay penalties to TRS, the Employer shall be relieved of the payment of such increase to the extent it causes the Employer to incur such penalties. Additionally, this Employer shall not be responsible for any contributions to the Teachers Retirement System for the purpose of avoiding the early retirement reduction in allowance. Additionally, if the Employer becomes subject to TRS penalties for earnings in excess of six percent (6%) the certified employee must repay to the Employer all amounts of creditable earnings in excess of six percent (6%) needed to avoid the penalties.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article or with procedures of the Association arising from the application of this article the Association agrees to defend such action at its own expense and through its own counsel provided:

- A. The Employer gives immediate notice of such action in writing to the Association and permits the Association to intervene as a party if it so desires; and
- B. The Board gives full and complete cooperation to the Association, and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at those trial and appellate levels.

**9. Early Retirement Incentive Program for Non-Certified Employees**

Non-certified employees who have served as least ten (10) years with the Employer and elect to retire from the Employer may participate in the Employer's Early Retirement Incentive Program for Non-certified Employees provided that retirement occurs not later than when the non-certified employee first becomes eligible for IMRF retirement benefits if applicable.

If a non-certified employee gives the Employer an irrevocable notice of retirement by May 1 of any year up to two (2) years prior to the date of retirement and the employee elects retirement not later than when the employee is first eligible for full IMRF benefits upon retirement the non-certified employee's salary or hourly rate of pay in the year after giving such notice shall be five percent (5%) higher than the non-certified employee's base salary or hourly rate of pay (licensed employee's salary is reflected on the salary schedule) in the prior year. In each of the years thereafter until retirement such non-certified employee's salary or hourly rate of pay shall be increased by five percent (5%) over the prior year's salary or hourly rate of pay. The maximum number of years of eligibility for raises under this Article is the non-certified employee's final two (2) years of service. Such salary increases for non-certified licensed employees shall be in lieu of salary increases provided by the salary schedule including increases caused by vertical movement or horizontal movement on the salary schedule. The participating employee's payroll shall be structured during the incentive period to avoid any IMRF penalties related to pensionable earnings.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article or with procedures of the Association arising from the application of this Article the Association agrees to defend such action at its own expense and through its own counsel provided:

- a. The Employer gives immediate notice of such action in writing to the Association, permits the Association to intervene as a party if it so desires; and
- b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at those trial and appellate levels.

## 10. **Health Insurance**

All employees and his/her dependents shall be eligible to participate in the Employer's Health Insurance Plans provided they are regularly scheduled to work thirty (30) hours or more per week. Eligibility, benefits and conditions for obtaining benefits shall be governed by the Plan documents. The Employer reserves the right to change the terms of the health insurance plan during the term of this Agreement provided that any change shall apply to all other

employed by the Employer. The employee's share of the health insurance premiums shall be paid by payroll deduction.

Health Savings Plan: The Employer will pay for employees electing the Health Savings Plan the sum of Four Hundred Twenty Dollars (\$420.00) toward the monthly premium for any tier of health insurance taken by eligible employees for the first year of the contract (15-16) with a restricted opener to bargain for this benefit years 2 & 3 (16-17 & 17-18) of the contract.

**11. Life Insurance**

All employees regularly employed for twenty (20) hours or more per week shall be provided term life insurance in an amount of \$20,000 with the cost to be paid by the Employer.

**12. Twelve Month Coverage**

Employer provided insurance shall be covered by the Employer insurance plans as of the first day of the month following the first day worked.

**13. Prior Service**

The Employer agrees to recognize and honor all seniority, vacation and sick days accumulated by employees prior to the effective date of this Agreement.

**14. Pay Period**

Each certified/licensed employee shall be paid on the basis of 26 equal installments.

**15. Dental Insurance**

The Employer shall make available dental insurance to all employees regularly employed for thirty (30) hour or more per week. The full cost of insurance shall be borne by the employee.

**16. Bilingual**

The employer will provide non-certified/non-licensed hourly staff a \$1.50 per hour premium and place Licensed/Certified staff on the step above where they would normally qualify for placement in exchange for validated bilingual expertise in any language designated by the employer as a high need area of expertise. This extra compensation will be limited to no more than two employees per designated language per bargaining unit.

**17. Mileage Policy**

Each employee entitled to mileage reimbursement shall be paid the current Federal rate for qualifying, reimbursable miles per the Employer's Staff Mileage

Claim policy. If the Employer should propose any changes to said policy, such changes shall not become effective at a minimum until the following academic calendar year. The Employer reserves the right to amend the mileage policy with immediate changes to maintain compliance in the event of a change in Federal mileage reimbursement regulations.

18. **Paraprofessional Professional Educator's License Incentive**

All current and future paraprofessionals employed by BHASED who first applied for their Professional Educator's License in order to work for BHASED will be reimbursed \$100.00 on January 15<sup>th</sup> of their second school year of employment.

## **ARTICLE XXII**

### **EFFECT OF AGREEMENT**

#### **1. Entire Agreement**

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to, or covered by this agreement. The Association reserves the right to bargain on the impact of decisions concerning wages, hours, and terms and conditions of employment. All past practices existing prior to this Agreement are null and void.

#### **2. Amendment and Modification**

It is understood and agreed that this contract shall not be varied or amended by oral agreement or by custom or practice, and may only be amended or modified by written agreement signed by both parties. The failure of any party at any time or from time to time to exercise any right under this Agreement or to insist upon strict compliance with its provisions will not affect the right of either party to exercise any right or insist upon strict compliance thereafter.

#### **3. Savings Clause**

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction.

- A. Until all appeals are exhausted with respect to the legality, validity or enforceability of such provision, the provision shall remain in full force and effect.
- B. The Association retains the right to bargain the impact of any modifications mandated by legislative or judicial actions.

## **ARTICLE XXIII**

### **DURATION**

This Agreement shall be effective from the date of signing by the Employer and the Association and shall continue in effect until 11:59 p.m. on June 30, 2018.