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Changes

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**PROFESSIONAL AGREEMENT**

**BETWEEN**

**MID-VALLEY SPECIAL EDUCATION  
COOPERATIVE**

**and**

**THERAPY ASSOCIATION FOR  
SPECIAL CHILDREN  
(TASC)**

**DRAFT**

**2013-2014**

**2014-2015**

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## ARTICLE 1

### RECOGNITION AND DEFINITIONS

#### 1.1 RECOGNITION

The Mid-Valley Executive Advisory Board, of the Mid-Valley Special Education Cooperative (MVSEC) (hereinafter referred to as the 'Employer' or 'Board') recognizes the Therapy Association for Special Children, IEA-NEA (hereinafter referred to as the 'Association') as the sole and exclusive bargaining representative for all full and part-time physical therapists, occupational therapists, physical therapy assistants, occupational therapy assistants, and assistive technology specialists who are also licensed occupational or physical therapists (hereinafter referred to as the 'Employees'), excluding all others employed by the Mid-Valley Special Education Cooperative (MVSEC).

#### 1.2 PART-TIME EMPLOYEES

Employees included in the Association, working on other than a full-time basis, shall be provided benefits and conditions as specified in this Agreement.

## ARTICLE 2

### MANAGEMENT'S RIGHTS

All Management rights and functions, except those that are elsewhere expressly abridged by this Agreement, shall remain vested exclusively in the Board. It is recognized that such rights and functions include, but are not limited to:

- 1 The control of property and the composition, assignment, direction, and determination of the size and type of the Employees;
- 2 The right to determine work to be done and the standards to be met by the employees covered by this Agreement;
- 3 The right to change or introduce new programs and courses of instruction, methods, processes, means and facilities;
- 4 The right to hire, establish work schedules, assign or transfer Employees;
- 5 The right to determine the qualifications of Employees.

No such management rights and functions shall be in violation of state or federal law.



## ARTICLE 3

### BARGAINING PROCEDURES

#### **3.1 TIME OF NEGOTIATIONS**

The parties shall commence bargaining for a successor agreement on or before June 1 of the final year of this Agreement and shall bargain as per the Illinois Educational Labor Relations Act and its Rules and Regulations.

#### **3.2 RELEASE TIME FOR BARGAINING**

If negotiations are scheduled by mutual agreement of the parties during regular working hours, release time shall be provided for members of the Association's negotiating committee.

#### **3.3 MEDIATION**

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if the parties to this Agreement determine that the assistance of a mediator would be helpful. 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.

#### **3.4 PRINTING OF CONTRACT, COSTS, AND DISTRIBUTION**

Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be printed and presented to each Employee now employed, hereafter employed or considered for employment, at the employer's expense. In addition, the Employer shall provide each member of the Association Executive Committee Board one copy of the Agreement together with one building copy without charge to the Association.

## ARTICLE 4

### GRIEVANCE PROCEDURE

#### 4.1 DEFINITIONS

A grievance shall be any claim by the Association, an Employee, or group of Employees that the terms of this Agreement have been misapplied, misinterpreted or violated by the Employer.

- A All time limits consist of days which the Mid-Valley Special Education Cooperative Administration office is officially open for business during the August to June school calendar, unless mutually waived or adjusted.
- B A grievance shall specify in writing the nature of the grievance and the section(s)/clause(s) of the Agreement which is allegedly being violated and the remedy requested.
- C When a grievance is submitted fewer than ten (10) days before the close of the current school term, or when school is not in session, time limits shall be computed with reference to days when the Mid-Valley Special Education Cooperative Administration Office is officially open for business during the August to June school calendar, unless mutually waived or adjusted.

#### 4.2 PROCEDURES

The parties acknowledge that an Employee and the Employer may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

##### A STEP 1

The Employee with an Association Representative, if requested, and his/her immediate Coordinator shall attempt to resolve the grievance through informal verbal discussion.

##### B STEP 2

If the grievance cannot be resolved informally, the grievant shall present the grievance in writing to the Mid-Valley Special Education Cooperative Coordinator within fifteen (15) days of the date the grievant knew or should have known of the events giving rise to the grievance. The Coordinator shall arrange for a meeting to take place within ten (10) days after receipt of the

grievance. The Association's representative, the grievant, and the Coordinator shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the Coordinator's written response, including the reasons for the decision.

C STEP 3

If the grievance is not resolved at Step 2, then the Association may refer the grievance to the Executive Director, or official designee, within ten (10) days after receipt of the Step 2 answer. The Executive Director will forward a copy of the grievance to the MVSEC Executive Advisory Board. The Executive Director or official designee shall arrange, with the Association representative and grievant, for a meeting to take place within ten (10) days of the Executive Director's or official designee's receipt of the appeal. Within ten (10) days of the meeting, the grievant and Association shall be provided with the Executive Director's or official designee's written response, including the reasons for the decision. The Executive Director will provide a copy of the response to the MVSEC Executive Advisory Board.

E. STEP 4

If the Association is not satisfied with the disposition of the grievance at Step 4, The Association may submit the grievance to final and binding arbitration. If a written demand for arbitration is not submitted to the Executive Director within ten (10) days of the date of the MV Board or official designee's Step 4 written response, then the grievance shall be deemed withdrawn. The American Arbitration Association or Federal Mediation and Conciliation Service will be requested to provide a panel of five (5) arbitrators within a 200 mile radius of Chicago, Illinois. Either party may reject one list in its entirety and request that another list be submitted. Starting with the Association, the parties shall alternately strike one name at a time from the panel until only one shall remain. The remaining name will be the arbitrator. The arbitrator shall be jointly notified of his/her selection and requested to contact the parties with respect to setting time for the hearing. Upon mutual agreement, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rule.

**4.3 EXPENSES AND ARBITRATOR RESPONSIBILITIES**

Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration, including but not limited to transcripts shall be borne equally by the Advisory Board and the Association. Each party to an arbitration proceeding shall be responsible to compensating its own representatives and witnesses, unless requested by the arbitrator, at which time the expenses will be joint.

The arbitrator shall conduct a hearing at which either party may present evidence, may cross-examine witnesses presented by the other party, may require the presence of a court reporter and may file post-hearing briefs.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Executive Director, or his/her designee, and the Association, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express language of the Agreement. The decision of the arbitrator will be binding.

#### **4.4 CONDITIONS APPLICABLE TO THE GRIEVANCE PROCESS**

1. All Employees and the Association shall first exhaust all steps of the grievance procedure before seeking redress in any court or administrative agency for alleged violations of this Agreement. Each Employee shall have the right to present and seek adjustment of grievances pursuant to these provisions with or without representation. Nothing contained in this Agreement shall be construed to prevent any Employee from discussing any problem with the MVSEC, or from having such problem adjusted without intervention or representation of Association representatives.
2. The failure of an Employee or the Association to submit any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
3. All Employees have a right to be represented in the grievance procedure. The Employee shall be allowed to be present at any grievance discussion, if they chose to be. The Employee must be present when the administration and/or the Association deem it necessary. When the presence of an Employee at a grievance hearing is requested by either party, illness or other incapacity of the Employee shall be grounds for any necessary extension of grievance procedure time limits.
4. In any instance where the Association is not represented in the grievance procedure, the Association will be notified of the final disposition of the grievance which disposition shall not be in conflict with any of the terms or conditions of this Agreement. Any final disposition of a grievance alleged by the Association to be in conflict with this Agreement shall be grievable by the Association.
5. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all

persons, including witnesses entitled to be present to attend and will be held, insofar as possible, after regular school hours or during non-instructional time of personnel involved. Should the investigation, processing of any grievance attendance at a grievance hearing require that a grievant(s) and/or an Association Representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits. The Association shall reimburse to the MVSEC the cost of substitutes for any additional staff member that testifies by request of the Association.

6. It is agreed that any investigation or other handling or processing of any grievance by the grieving Employee or Association representatives shall be conducted so as to result in no interference with or interruption whatsoever of the related work activities of the staff.

#### **4.5 BYPASS**

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

#### **4.6 NO REPRISALS CLAUSE**

No reprisals shall be taken by the Employer against any Employee because of the Employee's participation or refusal to participate in a grievance.

#### **4.7 FILING OF MATERIALS**

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

#### **4.8 GRIEVANCE WITHDRAWAL**

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

#### **4.9 SETTLEMENT**

By mutual agreement, a grievance may be settled at any Step without establishing precedent.

## ARTICLE 5

### EMPLOYEE RIGHTS

#### **5.1 RIGHT TO ORGANIZE AND PARTICIPATE**

Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the Employer through representatives of their own choosing, and to engage in other activities as protected by law.

#### **5.2 PROFESSIONAL STANDARDS**

Employees shall have the right and responsibility to practice in accordance with all professional standards, including but not limited to those set forth in the Illinois Occupational and Physical Therapy Practice Acts, the Illinois Department of Financial and Professional Regulation, the Recommended Practices for Occupational and Physical Therapy Services in Illinois Schools (ISBE, 2003), and the Code of Ethics of the American Occupational Therapy Association (AOTA) and the American Physical Therapy Association (APTA).

#### **5.3 NON-DISCRIMINATION**

The parties will not discriminate against any Employee or prospective Employee because of membership or non-membership in any organization, including the Association, because of the institution of a grievance under this Agreement, the Illinois Educational Labor Relations Act, or any other Judicial or Administrative Agency, or because of the participation in collective negotiations, nor because of race, creed, religion, marital status, sex, age, or national origin; neither MVSEC nor the Association will coerce Employees in their exercise of rights afforded by law. As a condition of retaining its status as the exclusive collective bargaining representative, the Association agrees that it fairly represent all such Employees without regard to membership, or non-membership, in the Association. In the event an Employee elects to pursue a claim of discrimination through state or federal court, or state or federal administrative proceedings, the Employee and the Association agree that the same claim shall not be processed through the contract grievance-arbitration procedure.

#### **5.4 RIGHT TO REPRESENTATION**

Any Employee who is required to attend a meeting or conference with Administration in which discipline is to be imposed or discussed, or any time an adverse evaluation is to be presented, may request that an Association representative be present. If such request is made by either party before or during

the meeting, said meeting will be adjourned until the Association representative is available.

### **5.5 DUTY FREE LUNCH**

~~Every Employee working for a period of four (4) or more clock hours in any school day, shall be entitled to and be allowed a 40 minute duty free lunch period.~~

Licensed employees whose duties require attendance at the school for a period of four (4) or more clock hours in any school day, shall be entitled to and be allowed a 30 minute duty free lunch period equal to the regular school lunch period but not less than 30 minutes in each school day. Deviations in the timing of lunch may be made subject to the mutual agreement of the employee and the  
~~coordinator.~~

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### **5.6 RULES AND REGULATIONS**

MVSEC reserves the right to initially disseminate and reasonably modify Employee conduct rules and regulations, which right shall not be subject to the grievance procedure set forth in the Agreement. However, the Association reserves the right to file a grievance challenging the reasonableness of any such rules or modifications thereto.

### **5.7 NOTIFICATION OF POLICIES**

All policies, regulations, and rules of the Employer relating to the Employee's employment must be published and readily available to the Employees. Access to MVSEC's policies, regulations, and rules shall be available to each Employee on the MVSEC website. Staff shall be informed of changes in existing policies, regulations, and rules via electronic communication. A hard copy of the policy manual will be available in the administrative offices.

### **5.8 PART TIME EMPLOYMENT**

Association members may request to change FTE status for the upcoming school year by notifying the Human Resources Department on or before February 1. Administration will make a good faith effort to honor the Employee's requests.

### **5.9 EMPLOYEE NOTIFICATION OF ASSIGNMENTS**

Caseload assignments shall be made in collaboration with the Therapy Coordinator and Team Leaders. By February 1<sup>st</sup> of each year, Employees may notify Mid-Valley the Therapy Coordinator of the desire for a change in their caseload assignments for the next school year. Mid-Valley will make a good faith effort to honor Employees' requests. Mid-Valley will make every reasonable

effort to notify Employees of their tentative building/school assignment and caseload for the upcoming school year by five working days after the latest date of the contract school year. ~~by June 15 or after the tentative budget has been approved by the Board. Specifics about caseloads and assignments will be provided by no later than August 1.~~ All persons on leave will be covered by this section. In the event it is necessary for the assignment to be changed, the therapist shall be notified as soon as practicable. The employee will be offered the opportunity of a conference to discuss this change. MVSEC shall not arbitrarily or subjectively change the assignment of an Employee to a District or Districts or to a particular building. MVSEC will relocate materials and equipment under the Employee's supervision.

#### **5.10 Joint Collaboration with Administration**

A TASC member will attend a liaison meeting one time per semester and may attend other meetings upon the request of MVSEC.



### **6.3 CONTRACT - UNIFORM APPLICATION**

Both parties agree that the provisions of this Agreement shall not be applied in a manner that is arbitrary, capricious, or discriminatory.

### **6.4 COMPLAINT PROCEDURE**

The Association is encouraged to raise and discuss any problem encountered by Employees with respect to existing Mid Valley Special Education Cooperative operations, practices or policies or changes made thereto (but falling outside 4.1, Grievance Definitions). Every effort will be made to resolve differences to the satisfaction of both parties.

- A. Employee will bring said problem to the attention of his/her immediate Coordinator for discussion.
- B. If concern is not resolved, problem should be raised in writing to the Executive Director and a meeting shall be scheduled with the Executive Director and the Association within three (3) working days thereafter.
- C. If concern remains unresolved, Association President may address MVSEC Advisory Board, at the Association President's discretion.

### **6.5 JOINT MEETINGS**

The Executive Director, members of the administration, and members designated by the Association shall meet at least quarterly to discuss matters arising under this Agreement or relating to the employment of Employees. Dates of meetings will be scheduled by mutual agreement at the beginning of the school year.

### **6.6 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT**

The Employer will allow the Association to use MVSEC facilities for committee, general or building Employee meetings, outside of school attendance hours, subject to rules of the Cooperative for non-school use. If the facility is unavailable, another Cooperative facility will be provided, where possible. Association members will be allowed to store Association materials at their work site in a place not available to students. In addition, the Association shall have the right to use equipment including duplicating or printing equipment, binding equipment, calculating machines, audio-visual equipment, and computer, e-mail and word processing equipment at reasonable times when such equipment is not in use. The Association shall pay for the reasonable cost of all materials, supplies and operator (when necessary) incident to such use.

## **6.7 ASSOCIATION BUSINESS**

Association Representatives shall be permitted to transact Association business on school property provided the Administrator in charge has been notified. The Association shall have the right to communicate with its members via the telephone, inter-school mail, e-mail, bulletin boards for suitable notices, and hold periodic building meetings.

## **6.8 ASSOCIATION DUES**

### **A. MEMBERSHIP**

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 equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

### **B. AUTHORIZATION FOR DUES DEDUCTIONS**

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 Executive Director or his/her designee. Authorizations submitted to the Executive Director or designee by the 15<sup>th</sup> of any month shall become effective by the first pay period of the following month.

Such authorization shall remain effective from year to year unless the Employee cancels such authorization by notice in writing to the Executive Director and the Association's Treasurer prior to September 15<sup>th</sup> of any school year, to be effective for such year.

### **C. PROCEDURE FOR DUES DEDUCTIONS**

MVSEC shall deduct from the regular paychecks of each employee for whom an authorization form is on file, the dues and assessments regularly and uniformly required by the Association as a condition of membership. The deduction of dues shall begin with the first paycheck in October and end with the last paycheck in July, for a total of twenty (20) deductions. If an employee resigns from the employment of MVSEC prior to termination of the effective period of the then current authorization, MVSEC shall deduct the unpaid portion of such authorization from the employee's final paycheck. All dues deducted by MVSEC shall be remitted to the Treasurer of the Association no later than three (3) work days after such deductions are made.

## **6.9 FAIR SHARE**

### **A. WHO PAYS**

Each bargaining unit member who does not join the Association shall pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

### **B. PROCEDURE FOR PAYMENT**

The Association shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules. The Association shall also certify to the Board the names of the non-members subject to the fair share deduction. The deduction of fair share payments shall begin with the first paycheck in October and end with the last paycheck in July, for a total of twenty (20) deductions. If an employee resigns from the employment of MVSEC prior to collection of the entire fair share fee owed for that year, MVSEC shall deduct the unpaid portion of such authorization from the employee's final paycheck. All fair share fees deducted by MVSEC shall be remitted to the Treasurer of the Association no later than three (3) work days after such deductions are made.

### **C. RELIGIOUS EXEMPTION**

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, 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.

## **6.10 INDEMNIFICATION**

The Association shall indemnify and hold harmless the Board from any and all claims, demands, suits and liability, damages and/or costs incurred in connection with any such claim, demand, or suit, resulting from any reasonable action taken or omitted by the Employer for the purpose of complying with the provisions of this Article. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance or alleged non-compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- a. The Board gives prompt and timely notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and

b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

## ARTICLE 7

### WORKING CONDITIONS

#### 7.1 NEW EMPLOYEES

All new employees shall be on a probationary status for the first ninety (90) school calendar days of employment. The Executive Director or designee may extend the probationary period for an additional thirty (30) school calendar days with prior written notification to the Employee and to the Association. During such probationary period, an Employee may be discharged, laid off or otherwise terminated at the sole discretion of MVSEC, without recourse to the grievance procedure set forth in the Agreement, with written notice to the Employee and a written notice to the Association President. Upon completion of the probationary period, an Employee's seniority shall date back to his/her date of hire.

#### 7.2 PROFESSIONAL DAY

Therapists will be expected to work a ~~7~~ 7.5 hour day, inclusive of a ~~40~~ 30 minute lunch, to meet their caseload needs. ~~Start and end times can be adjusted to meet their caseload requirements. Individual work day schedules (i.e., the start and end times) may be modified as necessary with the approval of the Executive Director or designee.~~

Therapists shall follow the same workday as the teachers in the building to which they are assigned. If a therapist works in multiple buildings in a work week or work day, he/she shall annually work out a daily schedule with the Coordinator that matches his/her building assignments.

The parties recognize that at times, IFSP, IEP, 504 and other student treatment related meetings must be scheduled to begin or end at a time outside the above stated professional day. The necessary scheduling of such meetings outside the day established herein shall not be construed as a violation of this provision. Additional compensation may be provided for attending such meetings if pre-approved by the Department Coordinator.

#### 7.3 WORK LOAD RESPONSIBILITIES

~~In Year 1, a full time therapist will be responsible for a maximum of 1150 minutes per week or 67.5% of student attendance time in their respective assignment, whichever is less, per week of the following activities: all IEP minutes for direct and consult times related to direct for the same student, consultation minutes where the student is present, minutes on a 504 Plan for direct student contact, travel, requested motor groups, early childhood diagnostics (including early childhood evaluations), aquatic groups, supervision of assistants, and other responsibilities as determined by the member districts and/or approved by the Executive Director.~~

~~In Year 2, a full time therapist will be responsible for a maximum of 1200 minutes per week, or 70% of student attendance time in their respective assignment, whichever is less, per week of the activities listed above.~~

~~The remaining percentage of student attendance time (32.5% in Year 1, and 30% in Year 2) is for activities to support the direct student contact time.~~

~~Caseload minutes will be prorated for part-time therapists, per their FTE.~~

Workloads for therapists will follow the ISBE's Recommended Practices for Occupational and Physical Therapy Services in Illinois Schools (the "ISBE Guidelines"). For purposes of interpretation, the term "student intervention" as used in the ISBE Guidelines shall mean IEP/504 Plan direct and/or consult service minutes, excluding consult only minutes. The term "assessments" as used in the ISBE Guidelines shall mean new student assessments. The parties shall form a Joint Workload committee comprised of an equal number of representatives, which include the member district liaisons, to address workload issues, including the creation of a workload plan. Decisions on the workload plan will be by consensus.

All therapists shall be granted at least one (1) day of release time each year to prepare for annual review IEP meetings. Release time will be pro-rated for part time therapists.

#### **7.4 SCHOOL CALENDAR**

The school calendar will have a total of 183 days for full-time licensed therapists, including Certified Occupational Therapy Assistants and Physical Therapist Assistants. Licensed therapists who work more than 183 days shall be paid at their per diem rate, 183 days/8 hours per day. The number of work days for therapists working less than 1.0 Full Time Equivalent will be determined by multiplying their FTE by 183 days. Each part-time therapist will work with the coordinator to develop a school calendar that will best meet the needs of the therapist's assigned caseload and the district/program.

The school calendar will include the 2 days prior to the student start date. The administration shall designate the equivalent of one therapist work day from the teacher institute days prior to student attendance for therapists to spend in their buildings preparing for the school year.

When there are institute days common to all 5 member districts, therapists will engage in professional development activities relevant to therapy on those days.

Therapists and Assistants shall attend parent-educator conferences, as requested and /or their schedule allows. On days when parent-educator conferences are


scheduled, therapists shall work the equivalent number of hours as district or program staff.

## 7.5 WORK ENVIRONMENT

*Foot*  
A

### PHYSICAL FACILITIES

Each Employee will designate a home school office according to her/his caseload. MVSEC shall provide the use of the following physical facilities for each Employee at her/his designated home school office:

- 1  Desk, chair and telephone
- 2 File cabinet with a lock to store confidential student working files
- 3 Computer for report writing, student instruction, classroom programs, and district email communication.

The member districts shall make a good faith effort to provide the items listed above at schools where a therapist is assigned at least one full day per week.

*Foot*  
B

### TREATMENT SPACE

Member districts shall make a good faith effort at each school to provide designated treatment space that will allow for confidentiality of student treatment, equipment storage, adequate space for gross and fine motor activities and the safe use of suspended equipment. In the interest of safety and confidentiality, MVSEC will assist therapists in working with member districts to secure treatment space.

### C. EQUIPMENT AND MATERIALS FOR SERVICE DELIVERY

Member districts shall make a good faith effort at each school to provide proper equipment and therapy materials as necessary to support the student's educational program and to conduct successful student intervention.

### D. UNSAFE OR HAZARDOUS WORKING CONDITIONS

Member districts shall make a good faith effort to insure that Employees are not required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well-being.

*Foot*  
E

### ISSUE RESOLUTION

It is understood that matters of concern regarding working conditions will first be addressed to Coordinator. For issues that have not been resolved, it is agreed between the Employer and the Association that the parties will establish a joint committee to: review physical facilities issues, existing treatment space concerns identified by Association members; investigate treatment space at the identified school; and propose resolutions to these concerns, especially in regard to student confidentiality, safety during treatment, and/or excessive set-up/treatment location change demands on a therapist within a school day. The committee will be convened as needed and will be comprised of four (4) persons: two (2) Association members, the Executive Director or his/her designee, and an additional administrator.

## **7.6 MEDICAL PROCEDURES**

Employees shall not be required to perform any procedures requiring a license under the Illinois Nursing Act.

## **7.7 PROFESSIONAL DEVELOPMENT**

### **A. CONTINUING EDUCATION**

The Employer shall continue to support the costs of Employee registration and related expenses for continuing education required by the state and national licensing boards to maintain the license to practice. The costs for half of the continuing education units required for each two-year license renewal cycle will be covered by the employer annually for each discipline. Continuing education unit (CEU) costs will be covered by the Employer for full time Employees to meet annual state requirements. CEU support for part-time Employees will be prorated for percentage of full time equivalency. Continuing education course attendance may not be limited to the state of Illinois. Employees may request or the employer may suggest continuing education relevant to their caseloads, interests and/or deficit area(s). College courses eligible for IOTA/IPTA/AOTA/APTA continuing education credit will be eligible for these continuing education funds.

### **B. REFERENCE LIBRARY**

MVSEC shall maintain an up-to-date therapy reference library for Employees for the duration of this contract. Employees will provide input annually regarding recommended resources. Resources will be housed at the MVSEC office and will be available to Employees for checkout. One purpose of the library resources will be to help support evidenced-based practice.



## 7.8 SURVEILLANCE

Physical contact and handling of students is inherent in the delivery of therapy services. Physical contact of a student by a therapist, in and of itself, should not be misconstrued as inappropriate.

With this in mind, it is agreed the sole purpose and use of the video surveillance is to monitor illegal activity, unauthorized access to restricted areas, and unauthorized removal of personal and/or district property or damage to property. The purpose of surveillance equipment is not to evaluate the performance of Employees or to monitor their behavior or conduct.

Surveillance shall only occur in common areas including, among others, hallways, administrative or main school offices, parking lots, grounds, and cafeterias. Therapy rooms shall also be included as mutually agreed upon by the therapist and administrator. Surveillance equipment will not be utilized to observe Employee performance or otherwise be accessed as documentation in the Employee evaluation process.

Data from the surveillance equipment may be reviewed by MVSEC or the Member District's personnel in connection with investigations of suspected criminal conduct or security violations or incidents. Access to data involving MVSEC personnel will be limited to appropriate administrative personnel and attorneys, police liaison officers, law enforcement officials and in response to subpoenas or court orders. Such review will take place in the office of one of the parties listed above. If the review of data reveals an alleged incident by an employee, the following process will be followed:

- 1 The Employee and the Association will be notified if the host District or MVSEC intends to investigate the alleged incident. Such notification shall be in writing.
- 2 The Employee, the Association representative and/or the Employee's representative may review the data depicting the alleged incident, including the entire video clip.
- 3 The Employee will be advised of their right to be represented in all investigatory meetings regarding alleged incident unless the Employee declines representation.
- 4 Any discipline that may be imposed against the Employee as a result of the alleged incident investigation shall be in accordance with the applicable provisions in this Agreement.

All Employees are informed, per this contract, of the use of the surveillance equipment. All new Employees shall be notified in writing, of the use of surveillance equipment as part of the new Employee orientation.

### **7.9 REGULARLY SCHEDULED/MANDATORY MEETINGS**

There shall be one regularly scheduled mandatory meeting per month (e.g., department meeting, etc.) lasting up to 90 minutes. The meeting will be scheduled to begin as soon as practicable after the school day ends.

### **7.10 NEW STAFF ORIENTATION**

Each full-time or part-time therapy staff employed for the first time in MVSEC or reemployed after a break in service of at least one year, shall participate in an MVSEC Orientation Program. The Board reserves the right to require staff to report to work up to four (4) days prior to the regular start date of the school year for purposes of orientation. ~~Such additional days, if any, shall be compensated at the Employee's applicable hourly rate or the Employee's per diem rate for salaried Employees. At least One day out of the four orientation days will be dedicated to orientation to the Therapy Department's therapy related issues. Orientation on that day would be provided by a currently employed therapist who expresses interest in adding a contractual day, and would be paid their per diem rate.~~ <sup>new 6/6/13</sup>

### **7.11 STAFF DEVELOPMENT**

The Administration and the Association recognize the importance of proper training for Employees. To that end, the parties agree to the following:

In collaboration with the OT/PT Department, employees may be asked to attend appropriate staff development, and shall be paid in accordance with the Table of Rates (Appendix B) if the staff development is scheduled during times other than regular work hours. If staff are unavailable during the times when staff development is scheduled outside of regular work hours, alternative arrangements may be made to allow staff the opportunity to participate in said program. Staff development will be provided at MVSEC or other appropriate sites. These staff development activities are in addition, and do not replace the professional development set forth in Article 7.7A. However, any CEU's earned at such staff development activities would correspondingly reduce the number of credits Employees are eligible to receive under Article 7.7A, unless otherwise approved by the Department Coordinator.

## **ARTICLE 8**

### **EMERGENCY SCHOOL CLOSING**

Employees are not expected to report for work on any “snow days” or other emergency school closings for which students are excused in the district they are assigned to that day. Employees will make up any days for which the school is closed as a snow day and, therefore, will not be expected to be present during the closing. The Employee should submit their adjusted calendar to the Coordinator.

## ARTICLE 9

### LEAVES

#### **9.1 SICK LEAVE**

Employees shall be entitled to paid sick leave, to be used on account of illness, as follows:

Full-time Employees shall have fifteen (15) sick days per year. Sick days for part-time Employees will be assigned on a prorated basis. Unused sick leave may be accumulated from year to year without limitation. MVSEC may require a physician's statement as a condition for payment of sick leave upon reasonable belief that sick leave is being abused or for absences in excess of three (3) consecutive days. Sick leave may be used in full-day or half-day increments.

#### IMMEDIATE FAMILY

Sick leave shall be granted for personal illness, quarantine at home, illness and additional days beyond bereavement leave for death of members of the immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

#### **9.2 PERSONAL LEAVE**

Two (2) days of the above sick leave, per year, may be used for personal business, providing the Employee shall notify his/her Team Leader Coordinator at least three (3) days in advance, except in cases of emergency. Final approval for personal leave is by the Executive Director or designee. Personal leave may not be taken contiguous to a holiday or other scheduled non-working weekday. Personal matters of extreme importance occurring during restricted times may be applied for with explanation to the Executive Director or his/her designee. Requests for personal business leave during the restricted times will be considered on an individual, non-precedent setting basis. The Executive Director or his/her designee shall have sole discretion in determining whether to approve such requests.

#### **9.3 DUTY CONNECTED DISABILITY**

- A. Each Employee is covered by the Illinois Worker's Compensation Laws and MVSEC is subject to provisions thereof.

- B. Any Employee who suffers an occupational injury in the course of employment by MVSEC, is adjudged to have incurred a temporary total disability as defined in the Worker's Compensation Act, is precluded from employment thereby, and qualifies for weekly indemnity benefits, will be eligible to receive a supplement from MVSEC as follows:
- 1 Worker's Compensation benefits received by the Employee will be supplemented so that the Worker's Compensation benefit and the supplement equal 90% of regular take home pay.
  - 2 The supplement will parallel the period of compensation to a maximum number of days equal to the Employee's number of accrued sick leave days at the time of injury, less the number of days in relation to which the supplement has been paid for prior injuries.
  - 3 There will be no deduction from sick leave in relation to the supplement or a duty related disability.
  - 4 The benefit stated herein will parallel the provisions of the Worker's Compensation law relating to commencement and applicability of benefit.
  - 5 Any Employee who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Employer may be employed at other available work that he/she can do.

#### **9.4 ADDITIONAL PAID LEAVES**

##### **A. BEREAVEMENT LEAVE**

Employees may use up to three (3) days, per year incident, for leave connected with the death of members of the immediate family: parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Additional days may be taken from sick leave. Employees may use up to three (3) days of accumulated sick leave for bereavement purposes per incident for individuals who are not indicated in the list above. MVSEC will provide additional unpaid leave, if necessary.

##### **B. JURY SERVICE AND OTHER RELATED APPEARANCES**

Any Employee called for jury duty, subpoenaed in court, or called before legislative bodies shall be paid his/her full compensation for such time with no loss of any leaves, seniority, or loss of any other benefits. As a condition of this benefit, the Employee shall turn over any fees received for such services.

## **9.5 FAMILY MEDICAL LEAVE**

Employees are informed of their statutory rights under the Family and Medical Leave Act (FMLA). Eligible Employees are entitled to up to 12 work weeks of unpaid family and medical leave during any MVSEC fiscal year in accordance with FMLA. An Employee may elect to substitute any of her/his accrued paid leave to all or a portion of the leave, within the eligible leave period. MVSEC shall not require the Employee to substitute accrued paid leave to all or any portion of the leave. As stated in the Family and Medical Leave Act (FMLA), the Employer is required to maintain health insurance coverage "on the same basis as coverage would be provided if the Employee has been continuously employed during the FMLA leave period."

## **9.6 NON-PAID LEAVES OF ABSENCE**

### **A. PARENTAL LEAVE**

Requests for unpaid leaves of absences in relation to parenthood shall be administered without regard to sex; actual disabilities arising out of pregnancy shall be deemed illnesses subject to the sick leave policy. It is expressly agreed that because of the predictable, volitional and/or avoidable aspect of parental leave (as distinguished from disabilities arising out of or because of pregnancy) all requests for leaves of absence in relation to parenthood shall include a positive commitment to return to employment and shall be structured so as to result in minimal disruption to the MVSEC's programs and services.

An Employee on parental leave shall notify MVSEC by certified mail of his/her firm intention to return to MVSEC following the parental leave by February 1 of the parental leave year. Failure to give notice as specified above shall be deemed a voluntary resignation. This agreement will appear in writing on the leave of absence approval form which is signed by the Employee and appropriate administrator at the time of approval of the leave.

Upon return from parental leave as provided above, the Employee shall be restored to the longevity step on the salary guide occupied by the Employee prior to commencement of such leave; provided however, that should the leave commence following the beginning of the second semester, and the Employee is otherwise eligible for advancement, such Employee shall be deemed to have qualified for advancement by one step on the salary guide.

An Employee granted parental leave may make arrangements during such leave to continue hospitalization and life insurance as provided for in this Agreement at his/her own expense. All persons returning from parental leave shall be returned to an equivalent position.

**B. RELIGIOUS HOLIDAYS**

Employees are informed of their rights under the Illinois Human Rights Act.

**C. OTHER UNPAID LEAVES**

Leaves of absence without pay or benefits up to one (1) year in duration may be granted in the Employer's reasonable discretion upon written request from an Employee. To apply for a leave of absence, an Employee must be in good standing and been in that or other such position for at least one year. Employees must inform MVSEC in writing fifteen (15) days prior to the expiration of the leave of absence their intention to return to work or no later than February 1 of the leave year. During said leaves, seniority shall not continue to accumulate for leaves longer than 12 weeks. Requests for leaves of absence shall include the reason for leave along with notification of the beginning and ending dates of said leaves. An Employee returning from a leave of absence is entitled to be placed in an available position for which he or she is qualified.

All requests for leaves of absence shall include a positive commitment to return to employment and shall be structured so as to result in minimal disruption to the program of education. Leaves shall be treated in accordance with the FMLA.

Definition of a day of Leave of Absence: Each day of absence shall be commensurate to the Employee's contracted workday.

## ARTICLE 10

### EMPLOYEE EVALUATION

#### 10.1 PROBATIONARY EMPLOYEES

A. Prior to completion of the 90 work day probationary period, one observation shall be completed and a form shall also be completed which denotes (a) continued employment, (b) extended probationary period, or (c) termination. In the event that the probationary period is extended as set forth above, any documented areas of concern will be addressed at a meeting with the Employee and, if requested by the Employee, a representative of the Association. A copy of the completed New Employee Probation Summary Form will be provided to the Employee, the Association, and placed in the Employee's personnel file.

#### 10.2 EVALUATION PURPOSE

B. The primary purpose of the evaluation shall be the improvement of Employee skills and performance, and to that end the evaluation will seek to identify Employee strengths and weaknesses, areas to be improved, and suggestions for improvement. No therapist shall be subject to an evaluation rating of unsatisfactory of their clinical/technical skills that may lead to discipline, remediation or termination without first having been observed and evaluated by a licensed therapist.

#### 10.3 EVALUATION PROCESS

A. Employee evaluations will be completed using ~~the Evaluation a process and forms developed by a joint committee. The committee will be developed upon request from either TASC or MVSEC.~~ The committee will be comprised of four (4) persons, two (2) of whom shall be selected by the Association and two of whom shall be appointed by the Director. ~~Following a request for a committee meeting, the other party will make every effort to meet within 30 days. It is agreed between the Employer and the Association that the parties will establish a joint committee upon the request of either party to review existing evaluation and feedback process and forms and to recommend necessary revisions thereto. The committee shall develop a mutually accepted process and forms.~~

B. The evaluator for each Employee will be the Executive Director or another evaluator designated by the Executive Director. Each therapist will be notified in writing of the person who will evaluate his or her performance within 30 calendar days of the commencement of the school in the year in which the evaluation will be completed. During the evaluation process, the evaluator may seek input or information from other administrators who have had direct contact with the therapist being evaluated to assist in the preparation of the evaluation.

C. Employees shall be given copies of all written evaluations. Within ten (10) calendar days of receipt of a written evaluation, an Employee may respond to or



comment on such evaluation in writing. Copies of evaluations and of all Employee responses thereto shall be kept in the Employee's personnel file. An Employee shall be given an additional observation if requested by the employee.

## ARTICLE 11

### PERSONNEL FILE

#### **11.1 CONDITIONS AND PROCEDURES FOR PLACEMENT OF MATERIALS IN FILE**

There shall be only one (1) official personnel file for each Employee. The Employee shall be given a copy of all evaluations or disciplinary materials that are placed in his/her personnel file. An Employee will have the opportunity to reply in writing to all evaluations or disciplinary notices within 15 calendar days after receipt thereof, and all such written replies will be attached to and made part of the original material.

#### **11.2 RIGHT TO EXAMINE AND REPRODUCE MATERIALS IN FILE**

An Employee shall have the right to review his/her personnel file, with or without a representative of the Association at the Employee's choosing, once every three (3) months. Upon the Employee's request and at the Employee's expense, the Employer will reproduce one (1) copy of any materials in the Employee's personnel file, but not more often than once every six (6) months.

#### **11.3 OFFICIAL FILE**

Only materials in the official personnel file shall be used by the Board to support disciplinary action against the Employee.

#### **11.4 SEPARATE FILE**

Nothing contained herein shall limit the Employer's right to maintain separate files for materials investigatory in nature, used for overall planning purposes, or for materials relating to the Employee's initial hiring. Further, the Employer shall not be obligated to disclose such documents to the Employee. When documents from such separate files are placed in the personnel file, however, Employees shall be notified that such materials are being transferred to the official file.

#### **11.5 FREEDOM OF INFORMATION ACT/RECORDS**

In the event MVSEC receives a Freedom of Information Act (FOIA) request for an Employee's personal records or information, MVSEC will inform the Employee of the request. While the parties recognize the purpose of FOIA is to promote disclosure of public records, and that MVSEC must and will comply with the Act, MVSEC will assert exemptions precluding disclosure of personal records or information of a confidential or private nature when MVSEC has determined in good faith that such exemptions are applicable.

## ARTICLE 12

### EMPLOYEE PROTECTION

#### 12.1 ASSAULT ON EMPLOYEES – PROCEDURES

- A The Parties recognize that there are times when an Employee must appropriately restrain a student to protect the student, other students and/or the employee. When a physical assault occurs, the Employee has the right to defend himself/herself and/or obtain assistance. MVSEC will provide Crisis Prevention Intervention (CPI) training to those employees MVSEC determines said training is necessary for their particular assignment.
- B The Executive Director or designee should be immediately notified of the incident and take appropriate action. An incident report is to be completed by Employee.
- C The Executive Director shall fully investigate the incident and support the Employee if he/she acted in good faith in the performance of his/her responsibilities.
- D The Board shall defend and indemnify the Employee to the extent required by law. In all cases, the Executive Director's office shall immediately notify the Employee of any legal aid to be provided from MVSEC that may be necessary.

#### 12.2 SEXUAL HARASSMENT

See Board Policy.

#### 12.3 SUBPOENA, SUMMONS OR LEGAL COMPLAINT

Any Employee who is served with a subpoena, summons or legal complaint on a matter relating to her or his employment in MVSEC shall notify Human Resources as soon as possible, but no later than three (3) days after the service. The Employee shall receive appropriate consultation regarding the matter at no cost to the Employee. The Employee will be compensated at her/his normal rate for time beyond the normal workday for the time required by the Employer or the court spent on such a matter.

Should an Employee be arrested or formally charged by legal authorities of any felony or misdemeanor that is directly or indirectly related to job duties, except for minor traffic violations, it is that Association Member's obligation to notify the Human Resources Department as soon as possible but no later than three (3) days after the arrest or charge. The Board will not initiate employment actions solely on the basis of such a report.

#### **12.4 BLOODBORNE PATHOGENS PROCEDURE**

MVSEC has a Bloodborne Pathogens Exposure Control Plan which identifies certain employees who are categorized as individuals who are eligible to be vaccinated against the Hepatitis B Virus. Any Employee who does not fall into one of the job categories permitting this precautionary vaccination may be placed on the list to be vaccinated by submitting a request in writing to the Director of Business and Human Resources.

Any Employee who is vaccinated or not vaccinated (by choice) but is involved in an incident is immediately eligible for post-exposure treatment. The cost of the post-exposure treatment will be paid by MVSEC. Any further involvement relative to an incident requiring further medical attention will be addressed through regular workman's compensation procedures.

#### **12.5 DRUG AND ALCOHOL FREE WORKPLACE**

It is the policy of the Board that the programs and services of MVSEC be drug and alcohol free workplaces so that all Employees and the Board can perform their duties without endangering themselves, students, fellow Employees or public, and advance the goal of a drug and alcohol-free environment for students.

## ARTICLE 13

### DISCIPLINE OR DISMISSAL

#### 13.1 EMPLOYEE DISCIPLINE/PROGRESSIVE DISCIPLINE

Written reprimands, suspension without pay and dismissal from employment for disciplinary reasons shall be for just cause. Prior to imposing disciplinary action, MVSEC will meet with the employee, notify the employee of the conduct at issue, and allow the employee an opportunity to respond after consultation with a TASC representative or IEA. Such consultation shall not unreasonably delay the imposition of discipline. This provision shall not apply to dismissal or changes in employment status which occur for nondisciplinary reasons, such as because of a reduction in the work force, nor shall this provision apply to probationary employees. Employee discipline shall, in the usual case, follow progressive discipline concepts, with the disciplinary steps being:

- 1 Verbal Warning
- 2 Written Reprimand
- 3 Suspension without pay
- 4 Discharge

~~Grievance procedures can be initiated at any point in the disciplinary process.~~  
Grievances may be filed in connection with suspensions without pay and discharges, but may not be filed in connection with verbal warnings or written reprimands.

#### 13.2 SERIOUS OFFENSES

Where, in management's judgment, the circumstances of a particular case and/or the seriousness of a particular offense make the application of progressive discipline inappropriate, the appropriate disciplinary step to be used will be determined by management.

#### 13.3 ADMINISTRATIVE ABSENCE WITH PAY

An Employee may be placed on administrative absence with pay pending an investigation or determination concerning disciplinary action. Prior to being placed on such leave, MVSEC will inform the employee of the nature of the allegations made against him/her. Such investigation or determination shall be completed by the MVSEC ~~with reasonable promptness~~ within five (5) days of the suspension, unless impracticable. If the MVSEC's investigation discloses that no disciplinary action should be taken against the suspended Employee, such Employee shall be allowed to return to work.

## **ARTICLE 14**

### **JOB DESCRIPTION AND CLASSIFICATION**

It is agreed between the Employer and the Association that the parties will establish a joint committee when requested by either party to develop and review job descriptions and to recommend necessary revisions thereto. The committee will be comprised of four (4) persons, two (2) of whom shall be selected by the Association and two (2) of whom shall be appointed by the Executive Director. The committee shall attempt to reach agreement by consensus; however, it is understood that the final decision as to the content of each job description shall remain vested in the Employer.

A written job description for newly created or modified positions will be developed as described above and distributed by the Executive Director or designee and the Association President or designee no later than 30 days after such position is filled or changed.

## ARTICLE 15

### SUBCONTRACTING

#### **15.1 TEMPORARY USE OF NON-ASSOCIATION PERSONNEL**

The Employer agrees that non-unit personnel shall not permanently displace Employees regularly employed in the Bargaining Unit. Mid-Valley will re-post a contracted position by March 1 for the following school year should that position be necessary. Contracted therapists will follow the same policies and procedures as expected of other Mid-Valley employees.

#### **15.2 SUBSTITUTES**

The Employer may use at its discretion licensed substitutes for an extended absence of a regular Employee. The substitute position will be first offered to part-time Association members wanting to increase work hours.

## ARTICLE 16

### SENIORITY

#### **16.1 DEFINITION OF SENIORITY**

Seniority shall be defined as the length of continuous service at MVSEC and shall include, for those employees transferring from District 303 in the 2011-12 school year, all seniority credit earned while at District 303. Accumulation of seniority shall begin from the Employee's date of hire. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual Employee has the same date of hire, position on the seniority list shall be determined by drawing lots.

#### **16.2 SENIORITY ACCRUAL**

Any full time Employee working for a school year shall accrue one full year of seniority. Part-time Employees shall accrue seniority at the rate of one year times the Employee's proportional full time equivalency for each school year of employment. Probationary Employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their date of hire. An Employee taking an unpaid leave greater than 12 weeks shall not accrue seniority during such unpaid leave.

#### **16.3 MAINTAINING AND POSTING OF SENIORITY LISTS**

The Board and/or its designee shall prepare, maintain, and post the seniority lists. The initial seniority list shall be prepared, emailed to all staff and posted at the MVSEC Administration Office on or before February 1 of each year. It is the Employee's responsibility to review the report and report any errors to the Human Resources Department on or before March 1<sup>st</sup>. If there are revisions, they will be prepared, emailed to all staff and posted at the MVSEC Administration Office as soon as practicable.

#### **16.4 LOSS OF SENIORITY**

Loss of seniority may occur for one or more of the following reasons:

- A Resignation
- B Dismissal for Cause
- C Retirement
- D Being on layoff for a period of time equal to seniority at the time of layoff or for one (1) year, whichever is greater.
- E Employment in a position excluded from the Association for a period greater than six months, unless such period is extended by mutual agreement of the parties.



## ARTICLE 17

### REDUCTION IN PERSONNEL, LAYOFF AND RECALL

#### 17.1 LAYOFF

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to lack of funds, lack of work, or discontinuance of type of service.
- B. In the event the Board determines the need for a reduction in force, the administration shall meet with the Association to discuss the following:
  - 1. Reasons for need to have layoff
  - 2. Review of seniority list
  - 3. Review of layoff and recall procedures

#### 17.2 PROCEDURE FOR LAYOFF

Reductions in force shall be accomplished based upon seniority within affected classification(s). The classifications shall be: (a) full-time and part-time occupational therapists, (b) full-time and part-time physical therapists, (c) full-time and part-time certified occupational therapy assistants, and (d) full-time and part-time physical therapist assistants.

- A. Before a lay-off is affected, all contracted Occupational Therapists and Physical Therapists and Assistants will be discontinued.
- B. In the event of a necessary reduction in force, the Employer shall first lay off probationary Employees within the affected classification.
- C. Further FTE reductions shall be applied in inverse order of seniority within the affected classification(s).

#### 17.3 LAID OFF EMPLOYEE/SUBSTITUTION

A laid off Employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority with MVSEC, provided such Employee is fully qualified to perform the job in question.

##### A FRINGE BENEFITS/LAID OFF EMPLOYEES

Laid off Employees may continue group insurance benefits in accordance with the Consolidated Omnibus Budget Reform Act of 1996.

B RECALL RIGHTS AND PROCEDURES

If MVSEC has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions becoming available within a specific classification shall be tendered to the employees so removed or dismissed from that classification or any other classification so far as they are qualified to hold such positions. The recall process shall follow the reverse order of the reduction so that the last to be reduced are the first to be recalled.

C. EMPLOYEE'S OBLIGATION TO RESPOND TO RECALL

It shall be the Employee's responsibility to keep the Employer notified as to his/her current contact information. Notices of recall shall be made via phone or email for up to three consecutive days and shall state the time, date and place to which the Employee is to report back to work. A recalled Employee shall be given up to two working days from the day they were contacted to respond to recall. An Employee who could not be reached by any of the three attempts by the Employer or who fails to respond within the time period shall forfeit his/her seniority rights to that position and shall be permanently removed from the recall list.

## ARTICLE 18

### VACANCIES

~~For the purpose of this section, vacancies within the Bargaining Unit shall mean any position and/or increase in the overall therapy Full Time Equivalent which Mid-Valley determines needs to be filled to maintain MVSEC operations.~~

For purposes of this Article, a vacancy is defined as any position which has been newly created or which becomes available because the employee holding that position has left the employment of MVSEC or has left the bargaining unit. The Board reserves its right to determine whether a vacancy exists that requires filling. MVSEC's decision to select a particular candidate to fill a new or vacant position is not subject to the grievance procedure provided that, in making such decision, MVSEC adhered to the procedural requirements set forth in this Article 18.

In the event a vacancy should arise, MVSEC shall post a notice on the MVSEC website, a copy of which shall be sent to the Association President, and staff will be informed through electronic communication. The notice shall include: job title, the number of hours to be worked, district and building assignments (if known), and the date of posting, and term of the position. Qualified Employees shall apply to the Director of Business and Human Resources, or her/his designee, for such a vacancy within five (5) calendar working days of said notice posted via written or email communication. Current, qualified employees shall be given the position over applicants from outside MVSEC, provided that it is not detrimental to the best interest of MVSEC. Awarding the position to current MVSEC employees shall not be unreasonably denied. When all other qualifications are equal, seniority shall be considered when filling vacancies with current employees.

In the event a vacancy should arise during the summer, MVSEC shall give each Bargaining Unit member notice via email at the email address provided by the employee and post a notice at the offices of the Mid-Valley Special Education Cooperative. A copy will also be mailed to the Association President.

If an Employee has been involuntarily reassigned during the school year, and a vacancy occurs in that Employee's previous assignment within twelve months of the reassignment, he/she will have the right to return to the assignment before other candidates are considered unless reassignment was due to disciplinary reasons or member district request.

## ARTICLE 19

### INSURANCE AND OTHER BENEFITS

#### 19.1 LIFE INSURANCE

A \$50,000 term life insurance policy shall be provided for all Bargaining Unit Members employed a FTE of .75 or more during the school year; beyond age 65, the amendments as approved shall determine the limitation. Initial eligibility date of new employees is the first day of the month following the completion of one (1) month of continuous active service.

#### 19.2 OTHER INSURANCE

The Board shall contribute 90% of the cost of Employee coverage and 80% of the cost of dependent coverage (effectively, approximately 85% of the total cost) of the hospitalization and major medical group insurance and/or dental insurance in effect within MVSEC for all Employees employed a FTE of .75 or more per week. Employees working at least a FTE of .5 but less than a FTE of .75 shall be eligible for benefits on a pro rata basis PROVIDED that these minimum hours are acceptable to the insurance carrier mutually selected by the Insurance Committee described in Section 19.4. Initial eligibility date of new Employees is the first day of the month following the completion of one (1) month of continuous active service. The insurance coverage will include vision benefits.

Employees covered during the school year have insurance coverage until August 31. Coverage for any eligible participant who is hired on a ten (10) month work year basis who terminates employment at the end of the ten (10) month term will remain eligible to continue coverage through the months of July and August. Premiums are automatically taken out of the June payroll check for the extended time unless the payroll office is otherwise notified.

Monthly insurance premiums are deducted in advance and paid in advance. Coverage extends through the last day of the month in which the employee resigns.

The right to convert these benefits to a private insurance plan shall continue during this Agreement.

For spouses both employed by MVSEC, both desiring full medical and dental coverage, one spouse shall be considered taking the full family coverage, receiving the 80% board contribution toward the premium for family coverage. The other spouse will be considered taking the full single coverage, receiving the

90% board contribution toward the premium for single coverage, thereby having their joint premium costs fully covered by the Board.

Retirees shall be included in the Plan effective on the first day of the month that falls on or next follows the date of retirement if the retiree enrolls on or before the date of retirement or the date the retiree enrolls, if the retiree does so within 31 days after her/his retirement date. If the retiree has not enrolled within 31 days after retirement, he/she will not be eligible for this coverage.

### **19.3 FLEXIBLE SPENDING ACCOUNT**

*Point*

- 1 The Board shall maintain a cafeteria plan and flexible spending account, which meets the requirements of Section 125 of the Internal Revenue Service Code. If at any time, such Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
- 2 An Employee may annually elect to participate by choosing to receive benefits not to exceed \$7,500 in any plan year. The amount elected shall be deducted from the Employee's compensation. The plan shall start on January 1 and end on December 31. Prior to the beginning day of the plan year, each Employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
  - A Premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.
  - B Reimbursement for the amount of the deductibles on the group insurance and for any other qualified unreimbursed medical care as defined by the Internal Revenue Code.
  - C Reimbursement for qualified dependent care assistance as defined and allowed in the Internal Revenue Code.
- 3 The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the regulations issued by the Internal Revenue Service. Any amount designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the Employee during the succeeding plan year, and such amounts shall become the property of the plan.
- 4 The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the Employee's salary payment during the plan year.

- 5 Claims for reimbursement must be for services received during the plan year.
- 6 The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual employee.

#### **19.4 INSURANCE COMMITTEE**

The Insurance Committee composed of the SCEA, SCESP, SCTM, TASC, MVSEA and Administration shall monitor the insurance program to provide the best possible health benefits at a reasonable cost. Recommendations shall be made as necessary to Superintendent of Schools and the Executive Director of MVSEC.

#### **19.5 LIABILITY INSURANCE**

The Board shall provide liability insurance coverage to protect all Employees in the fulfillment of their duties under the laws of the state. The parties agree to continue the prior practice of the Board reimbursing Employees for individual liability policies procured by the Employees, ~~subject to and in accordance with the parties' Memorandum of Understanding, attached as Appendix \_\_\_\_\_.~~

#### **19.6 WORKER'S COMPENSATION**

Worker's Compensation insurance coverage shall be provided to protect all Bargaining Unit Members injured in fulfillment of their duties.

## ARTICLE 20

### COMPENSATION

#### 20.1 SALARY SCHEDULE

1. The salary schedule for this Agreement is attached as Appendix A. ~~Salaries in 2011-12 will be the same as 2010-11 salary schedule. All Salaries for 2013-14 and 2014-15 will not increase by 2.5% in 2012-13 by virtue of~~ except that those eligible shall be paid for step movement. Therapists in OT/PT Entry-Level column may move to the Advanced Degree column in accordance with Section 20.3.
2. Longevity: ~~For the 2012-13 school year, a 2.5% salary increase shall be paid to employees at Step 20 of the salary schedule and who are beginning their second year at Step 20 without having made any vertical or horizontal movement on the salary schedule from the prior year. This longevity pay shall be for the 2012-13 school year only and shall sunset at the expiration of this Agreement. No employee shall receive a salary increase of greater than 2.5% in 2012-13 as a result of application of this provision. Employees at Step 20 of the salary schedule and not receiving a step increase will be paid the percentage equal to CPI, but not to exceed 2.5%. CPI will be calculated based on the CPI-U for the 12-month period ending in December of the year prior to the increase.~~ Employees at Step 20 of the salary schedule and not receiving a step increase will be paid the percentage equal to CPI, but not to exceed 2.5%. CPI will be calculated based on the CPI-U for the 12-month period ending in December of the year prior to the increase. *or beyond*

#### 20.2 SALARY SCHEDULE ADVANCEMENT

Employees shall receive a year credit for salary advancement purposes based on their FTE. only if they have worked more than ninety (90) days in the school year. For advancement purposes, Employees using sick leave will be considered working. Salary step advancement for part time Employees will occur when an Employee accumulates more than (90) days in a series of school years. Mid-year step advancement will not occur. Step advancement will occur for the following school year.

Part-time employees will be moved one step on the salary schedule in the year following the year in which the employee's cumulative FTE service equates to one (1) year. Any additional FTE service will carry over to the following year. For example, a 0.6 FTE earns 0.6 FTE after one year and 1.2 FTE after two years. Such employee would advance on the salary schedule at the beginning of his/her third year and the additional 0.2 FTE would carry into the fourth year.

### **20.3 SALARY PLACEMENT**

Upon successful completion of an "Entry-level" occupational or physical therapy program, graduates are granted a degree in Occupational or Physical Therapy and are eligible for state licensure. Entry-level occupational and physical therapy programs may be at the Bachelors, Masters or Doctoral degree level. New employees who are graduates of an "Entry-Level" Bachelors, Masters or Doctoral program as described above will be placed in the "ENTRY-LEVEL" column on the Salary Schedule. New Employees may receive credit for each year of comparable work experience outside the District.

Employees who hold an additional Masters or Doctoral level degree in a related field which will enhance their practice within the school setting are eligible to be placed in the "ADVANCED DEGREE" column. This additional degree may be acquired prior to or after their "Entry-Level" degree in Occupational or Physical Therapy. Examples of Masters and Doctoral level areas of study considered to enhance practice within the school setting include, but are not limited to post-professional Occupational/Physical Therapy programs identified by the American Occupational Therapy Association (AOTA)/American Physical Therapy Association (APTA), as well as the following: Assistive Technology, Biomechanics, Clinical Science, Education, Educational Technology, Exercise Science, Exercise Physiology, Health Education, Health Science, Healthcare Administration, Healthcare Management, Kinesiology, Orientation and Mobility, Public Health, Sports Science, Special Education and Vision Rehabilitation.

New employees may receive credit for each year of comparable work experienced outside MVSEC to a maximum of seven (7) with placement on Step 8 of the salary schedule. Exceptions may be granted (and higher beginning salaries set) with association agreement.

### **20.4 SUMMER IEP/INTAKE/IFSP MEETINGS**

If the Executive Director or an administrator requests that a Therapist attend an IEP/Intake/IFSP meeting scheduled outside of the regular Therapist's work year, the Therapist will be reimbursed at \$50 per meeting for attendance at the meetings, as set in table of additional rates in Appendix B.

### **20.5 ADDITIONAL COMPENSATION**

#### **FOR SUPERVISING AN ASSISTANT**

*Foot* (A) The supervision of assistants is provided by a registered Occupational Therapist/Physical Therapist as outlined in regulations put forth by the Illinois Department of Professional Regulation. Therapists serving as supervisors for assistants shall be eligible for compensation which is equal to 5.5% of the base salary (STEP 1-COTA/PTA). Assistants will be



supervised only by therapists with 2 or more years of experience with MVSEC, and shall not be supervised by a contract therapist.

B Additional Duties – refer to Table in Appendix B.

## 20.6 EARLY RETIREMENT INCENTIVE

1. An Employee is eligible for this program if he/she is 55 years of age and has 15 years of service credit in MVSEC (including years of service with NIA or District 303) at the time of retirement and is retiring under the provisions of the Illinois Municipal Retirement Fund, and if the employee's participation does not cause or result in any additional or accelerated contributions, penalties or payments by MVSEC to IMRF.

Employees may choose to use the local retirement incentive and shall have their compensation, which would include the total of all creditable earnings, increased by 6% in each of their final years of service prior to retirement, up to a maximum of four years, provided they file an irrevocable notice of retirement with MVSEC, in writing, by March 1 of the year prior to the year in which they are to begin receiving benefits under this section. This shall be referred to as the base year (the year prior to their initial receipt of benefits under this program).

The irrevocable notice may be revoked subject to the following:

- A Death of spouse or child
  - B Life threatening illness of Employee, spouse or child as certified by physician.
  - C Other unforeseen circumstances subject to the sole discretion of the Board. The decision of the Board involving unforeseen circumstances is not subject to the grievance process.
  - D In the event the notice is revoked, the Employee shall have salary reduced by amount that was granted as part of the enhancement that is in excess of the pay increases that would have been granted without the enhancement. The amount shall be withheld from the regular pay of the Employee over 12 pay periods during the year of the revocation.
- Two X*

This amount shall be in lieu of all step and lane movement. No Employee who has given notice of retirement shall receive a pay increase that will subject the Board to an additional contribution or penalty to IMRF.

Participating Employees are obligated to continue to work any extra-duty activity worked in their base year for the duration of their time in the retirement incentive program. An Employee's annual compensation shall be adjusted down to reflect non-performance of any such extra-duty work. If the Mid-Valley Board eliminates the extra duty, the Board will make another duty available to the Employee to earn the money lost by the Employee. If the Employee chooses not to perform the offered activity, the Employee's salary will be reduced to reflect the reduced work. In the event the Employee is removed for cause, the Employee shall have the right to apply for open positions but there shall be no guarantee of a new assignment.

A post-retirement severance payment shall be based on the following:

- Four*
- A Employees who have 15 years full-time equivalent at the time of retirement and who give a 4 year notice shall receive a lump sum payment paid at the rate of ~~\$1,000~~ \$500 for each year of full-time service up to a maximum of ~~\$25,000~~ \$12,500. For example, an employee who has 15 years of full-time equivalent service will receive ~~\$15,000~~ \$7,500, one who has 18 years of full-time equivalent service shall receive ~~\$18,000~~ \$9,000 and one who has 25 years or more of full-time equivalent service shall receive ~~\$25,000~~ \$12,500.
  - B Employees who give three years notice shall receive 75% of the amount; employees giving two years notice shall receive 50% of the amount; employees giving one year notice shall receive 25% of the amount and employees who do not give notice shall not receive any post-retirement payment.
  - C Employees may receive payment 60 days after the effective date of retirement, in the month of January following the effective date of retirement or may split the payment and receive ½ sixty days following the date of retirement and ½ in the January following the date of retirement. The employee shall make the election in writing, by June 15th prior to the effective date of retirement.
  - D. The employee shall be responsible for all taxes and payments required by law that may be applicable to the post-retirement payment.
  - E. Retired Employees may continue group insurance benefits in accordance with the Consolidated Omnibus Budget Reform Act of 1986, or as allowed under the Illinois Municipal Retirement Fund.

### **20.7 DISTRIBUTION OF PAYCHECKS**

Paychecks will be distributed on the 15th and 30th of each month. If the 15th or 30th falls on a weekend or holiday, pay day will be the prior business office workday.

### **20.8 MILEAGE REIMBURSEMENT**

Miles driven between work assignments during the employee's workday will be reimbursed at the rate allowed by the Internal Revenue Service on July 1.

### **20.9 EXTENDED SCHOOL YEAR**

Therapists who accept an Extended School Year assignment shall be paid the rate reflected in Appendix B.

## ARTICLE 21

### CONTINUITY OF OPERATIONS

#### **21.1 NO STRIKE PROVISION**

- A. The Association agrees not to strike during the terms of this agreement.
- B. MVSEC agrees that it will not lock out the Association.

## ARTICLE 22

### EFFECT OF AGREEMENT

#### **22.1 COMPLETE UNDERSTANDING**

The terms and conditions set forth in this Agreement represent the full and complete understanding and the whole agreement between MVSEC and Association.

The parties hereto agree that during the negotiations for this Agreement, each party had unlimited opportunity to make proposals on any topic, whether covered or not covered by this Agreement.

The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under the law to negotiate over any matter negotiated during the process of reaching this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter or subject addressed during the negotiation which resulted in this Agreement.

#### **22.2 CONTRACTUAL AMENDMENTS**

This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

#### **22.3 INDIVIDUAL CONTRACTS**

Any individual contract between the Employer and an individual Employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms and conditions of this or subsequent agreements to be executed by the parties. If the individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

#### **22.4 SAVINGS CLAUSE**

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the

extent permitted by law; but all other provisions or applications shall be continue in full force and effect.

- 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. Within ten (10) days of such final determination, the parties shall meet to renegotiate the terms and conditions affected.
- C. In any event should the affected provision subsequently become legal, valid, or otherwise enforceable, it shall remain a part of this Agreement unless the parties agree otherwise.

**ARTICLE 23**

**DURATION**

**23.1 DURATION**

This Agreement shall be effective on the day it is ratified by the Board of Education or the date on which full agreement was reached subject to final ratification by both parties, whichever shall last occur, and shall continue in effect until 11:59 p.m., on June 30, 2015.

THERAPY ASSOCIATION FOR  
SPECIAL CHILDREN

MID-VALLEY SPECIAL EDUCATION  
COOPERATIVE

\_\_\_\_\_  
TASC President

\_\_\_\_\_  
Chair, Executive Advisory Board

\_\_\_\_\_  
Chief Negotiator

Attest: \_\_\_\_\_  
Secretary, Executive Advisory Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ST. CHARLES COMMUNITY UNIT  
SCHOOL DISTRICT 303  
(ADMINISTRATIVE AGENT FOR  
MVSEC)

\_\_\_\_\_  
President, District 303 Board of Education

Attest: \_\_\_\_\_  
Secretary, District 303 Board of  
Education

Date: \_\_\_\_\_

APPENDIX A

TASC SALARY SCHEDULE - 2013-2014

	OT/PT Assistant	OT/PT Entry Level	Advanced Degree
Step 1	\$42,948.00	\$51,582.00	\$58,282.00
Step 2	\$44,022.00	\$52,871.00	\$59,739.00
Step 3	\$45,123.00	\$54,193.00	\$61,233.00
Step 4	\$46,251.00	\$55,548.00	\$62,764.00
Step 5	\$47,407.00	\$56,937.00	\$64,333.00
Step 6	\$48,592.00	\$58,360.00	\$65,941.00
Step 7	\$49,807.00	\$59,819.00	\$67,590.00
Step 8	\$51,052.00	\$61,314.00	\$69,279.00
Step 9	\$52,329.00	\$62,847.00	\$71,011.00
Step 10	\$53,637.00	\$64,419.00	\$72,787.00
Step 11	\$54,978.00	\$66,029.00	\$74,606.00
Step 12	\$56,352.00	\$67,680.00	\$76,471.00
Step 13	\$57,761.00	\$69,372.00	\$78,383.00
Step 14	\$59,205.00	\$71,106.00	\$80,343.00
Step 15	\$60,685.00	\$72,884.00	\$82,351.00
Step 16	\$62,202.00	\$74,706.00	\$84,410.00
Step 17	\$63,757.00	\$76,573.00	\$86,520.00
Step 18	\$0.00	\$78,488.00	\$88,683.00
Step 19	\$0.00	\$80,450.00	\$90,901.00
Step 20	\$0.00	\$82,461.00	\$93,173.00
Step 20+			

Therapists at Step 20+ shall receive an increase equal to the annual CPI-U for the

12-month period ended December 31, 2012. The increase shall not exceed the annual increase of therapists currently on schedule (2.50%).



APPENDIX A

TASC SALARY SCHEDULE - 2014-2015

	OT/PT Assistant	OT/PT Entry Level	Advanced Degree
Step 1	\$42,948.00	\$51,582.00	\$58,282.00
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Step 3	\$45,123.00	\$54,193.00	\$61,233.00
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Step 13	\$57,761.00	\$69,372.00	\$78,383.00
Step 14	\$59,205.00	\$71,106.00	\$80,343.00
Step 15	\$60,685.00	\$72,884.00	\$82,351.00
Step 16	\$62,202.00	\$74,706.00	\$84,410.00
Step 17	\$63,757.00	\$76,573.00	\$86,520.00
Step 18	\$0.00	\$78,488.00	\$88,683.00
Step 19	\$0.00	\$80,450.00	\$90,901.00
Step 20	\$0.00	\$82,461.00	\$93,173.00
Step 20+			

Therapists at Step 20+ shall receive an increase equal to the annual CPI-U for the

12-month period ended December 31, 2013. The increase shall not exceed the annual step increase of therapists currently on schedule (2.50%).

**APPENDIX B**

**EXTRA-DUTY/STIPENDS**

<b>Pay Rate</b>	<b>2011-2013</b>	<b>Explanation of Rate</b>
In-District Course Taught (paid for hours classes meet)	\$73.00	Hourly
Summer ESY	\$45.20	Hourly
Attendance at Workshops	\$100.00/day  or  \$30.00/hr.	Based on 6.5 hrs/day  (full day sessions)  After school session
Hourly Differential (Committee Work)	\$30.00	Hourly
Summer Evaluations	Per Diem	Per Diem
Summer Meetings (e.g., EI/ECE Record Review, IEP Meetings, Intakes)	\$50.00	Per Meeting
Rate for Extra-Duty Assignments	\$30.00	Hourly

\*All rates are effective with the first work day (Teacher Institute) of the school year