

**BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 15**

and

**THERAPISTS IN EDUCATION UNION
(TIE) OF DISTRICT 15**

2016 - 2020

District 15 serves all or part of seven communities:
Palatine, Rolling Meadows, Inverness, Hoffman Estates,
Arlington Heights, Schaumburg, and South Barrington

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PREAMBLE

The Board of Education of School District 15 and the Therapists in Education Union (TIE) of District 15 agree that they hold as a common objective the education and welfare of the children of the District. Further, it is recognized that there should be a formalized process by which the Board and representatives of TIE can work toward a mutually satisfying agreement.

ARTICLE I PARTIES TO THE AGREEMENT

This Agreement made and entered into this 14th day of June, 2017 by and between the Board of Education of Community Consolidated School District 15 of Cook County, Illinois (hereinafter referred to as the "Board" or "District") and the Therapists in Education Union, Local 1211, IFT-AFT of District 15 (hereinafter referred to as "TIE" or "Union").

ARTICLE II RECOGNITION

- A. The Board recognizes the Union as the sole and exclusive bargaining agent for wages, hours, and terms and conditions of employment for full-time and part-time District Physical Therapists, Occupational Therapists, Physical Therapist Assistants, and Occupational Therapist Assistants.
- B. The term "Therapists" when used hereinafter in this Agreement shall refer to all employees represented by TIE in the negotiating unit as determined in paragraph A above unless language is specifically limited to a position listed in paragraph A above.
- C. The Board agrees not to negotiate with any Therapists' organization other than TIE for the duration of this Agreement.
- D. In being granted recognition as the sole and exclusive negotiating representative, TIE and exclusive negotiating representative, TIE and TIE members from each building shall represent all Therapists in the defined unit regardless of membership in TIE and without discrimination.
- E. The Board agrees not to negotiate individually with any Therapist.

ARTICLE III MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and/or invested in it by the statutes of the state of Illinois except as limited by the terms of this agreement.

**ARTICLE IV
NEGOTIATIONS**

- A. The parties agree that their duly designated representatives shall negotiate in good faith. Each party shall select its own representatives. Meetings shall be held at times and places agreed to by both parties.
- B. Negotiations will be conducted in compliance with the Illinois Educational Labor Relations Act as it relates to its rules and regulations.
- C. During negotiations, the Board and the Union shall exchange relevant data, points of view, and proposals and counter-proposals. The Board shall make available to the Union for inspection all public financial records of the Board relating to negotiable items.
- D. The Union agrees not to strike during the life of this Agreement.

**ARTICLE V
UNION RIGHTS**

- A. Use of School Facilities
 - 1. Duly authorized representatives of TIE shall have the exclusive right to use the District mail service, mailboxes, bulletin boards, e-mail, and internet for the following purposes: all district Union business including, but not limited to, notices of meetings, minutes of meetings, elections, results of elections, appointment of officers and committees; and social, educational, and recreational activities of TIE.
 - 2. TIE and its representatives shall have the right to use school buildings for meetings and to transact official Union business. When special custodial service is required, the Board may make a reasonable charge therefore.
 - 3. Use of school facilities pursuant to paragraphs 1 and 2 above shall be permitted provided that such use shall not interfere with or interrupt normal school operations.
- 4. Board Meetings
 - a. The TIE President and/or the President's designee shall be provided with a written (i.e. electronic) notice of all regular meetings of the Board, together with a copy of the agenda and a copy of the minutes from the previous Board meeting(s) to be approved, and complete Board Packet for all open session items (i.e., excluding closed session or other confidential items) at least twenty-four (24) hours prior to the scheduled time of the meeting. The TIE President shall also receive a copy of any video recording (with audio) of Board of Education meetings within seven (7) business days of such meeting.
 - b. If the officially approved Board minutes differ in any way from the unofficial minutes, a letter explaining the discrepancy may be requested by the TIE President. These copies shall be emailed to the TIE President and if an electronic

copy is not available a copy shall be mailed to or placed in the mailbox of the TIE President.

B. Fair Share

1. All employees covered by this Agreement who are not members of the Union, and so long as they remain non-members of the Union, shall pay to the Union their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law. Payroll deduction shall occur along the same time frames as dues deduction.
2. The Union shall certify to the Board the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members with a copy of the basis of the calculation of the fee. The fair share fee payment shall be deducted by the Board from the earnings of the non-member employees and paid to the Union.

C. Dues Deduction

1. The Board shall deduct from the pay of each Therapist membership dues of the Union and its affiliates, provided that at the time of such deduction there is in possession of the Board a written authorization for dues deduction voluntarily executed by the Therapist. Such authorization shall continue in effect from year to year unless revoked in writing by the Therapist.
2. The Union shall certify the annual rate of dues in writing to the Board each year. The amount specified shall be pro-rated and deducted from each paycheck, starting with the first paycheck in October and ending with the last paycheck in May, provided the amount to be deducted shall not vary during this period. Termination of employment for any reason shall constitute revocation of authorization for dues deduction.

D. COPE Deduction

1. Upon receipt of a voluntary authorization in writing by a Therapist, the Board shall deduct from the Therapist's salary the amount authorized by the Therapist for the Northwest Suburban Teachers Union (NWSTU-COPE). Such deduction shall be made the last paycheck in October and forwarded to the Treasurer of the Union within fourteen (14) days, together with a list showing the amount deducted for each Therapist.
2. Union dues and COPE deductions shall be remitted in separate checks.

E. Hold Harmless Provision

In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with the Fair Share provisions of this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board notifies the Union promptly in writing and permits the Union to intervene as a party if it so desires.

2. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
3. The Union shall indemnify and hold harmless the Board, its members, officers, agents and Therapists from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.
4. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of willful misconduct by the Board.

ARTICLE VI ASSIGNMENTS

A. Notification

1. Notice of known vacancies must be posted on the District website at least five (5) days prior to filling the position.
2. The District shall be permitted to continue its past practice of supplementing the TIE workforce with privately contracted employees. However, once an individual is employed as a District Therapist within the bargaining unit, no such individual shall be laid off or have their normal work week reduced if the reason for the layoff or reduction is to subcontract work to a non-District employee. Furthermore, as contracted therapist positions become vacant, such vacancy shall be posted for a minimum of five (5) business days except that no such posting shall be required for mid-school year vacancies or for vacancies which occur within forty five (45) calendar days of the commencement of the student academic year. In addition, if following a posting, a vacancy is filled by a contracted employee, the District shall again post the position the next school year even though no longer vacant (i.e., the District shall posted contracted vacancies not filled by District employees for two successive years following the year of vacancy). The District retains the right to choose the candidate for the position regardless of whether a contracted therapist or District therapist. Such decision shall not be grievable except as to the aforementioned posting procedure.
3. The District shall be permitted to continue its practice of supplementing the TIE workforce with privately contracted employees. However, as contract therapist openings occur, the District will attempt to fill such openings with District employees under this collective bargaining agreement. District's attempt to fill such openings shall be defined as posting such position for a minimum of five (5) business days, unless the opening occurs during the school year for which the position needs to be filled or within forty-five (45) calendar days of the commencement of the student

academic year. If a contract vacancy is filled with a contract employee, the position will be posted as a District position no later than the last day of student attendance prior to the spring break period for the next school year. After the five (5) day posting period, the District may elect to employ a contract Therapist in such position. No Therapist covered by this Agreement shall be laid off or have their normal work week reduced as a result of any decision by the Board to subcontract work being performed by such employees to non-District employees.

4. Prior to the end of the school year, Therapists shall be notified in writing of their tentative assignments for the following school year. Changes in regular assignment may be made when deemed necessary by the Board. Prior to making a change in the Therapist's assignment, the administration will make a reasonable effort to consult with the Therapist, if available.
5. Notice of Vacancy – District shall notify the TIE president and/or designee of a known or anticipated vacancy prior to the posting of such vacancy.

B. Transfers

1. Therapists shall not be transferred during the regular school year to another building or reassigned without prior notification to the Therapist and administrator involved.
2. The District may involuntarily transfer Therapists. Decisions regarding transfer will be based upon District needs. The District shall consider additional factors such as Therapist qualifications, training, and all other aspects of job performance. When the District becomes aware of a need and likely decision to transfer, the involved administrator will inform the employee after which the employee and TIE President may meet with the involved administrator to review the matter. Notice shall be given as soon as possible so that the Therapist can more readily facilitate the change.

C. Reduction in Force

1. When a reduction in the number of District Therapists is necessary, non-District therapists will be eliminated before any members of the TIE bargaining unit. If after the elimination of non-District employed Therapists there is a need to eliminate a bargaining unit position, it will be based upon their order of seniority within their respective category of position (least senior being released first and the most senior last). Recall of employees shall be in inverse order of layoff for any vacancy occurring within the specific category of position from which they have been removed or dismissed, provided the employee is legally qualified to perform the services required of the vacant position. Those Therapists failing to accept the offer of recall to employment within 5 (five) working days from receiving notification of recall will be dropped from the recall list.
2. Any layoff notice shall be delivered to the affected Therapist via certified mail.

D. Seniority

1. Seniority for Therapists shall accrue within their respective category of position by reverting to the date of hire (defined by the date of Board action) based on full-time service. Existing part-time employees will accrue seniority based on 50% or more time as full time. Part-time under 50% and newly hired part-time employees will accrue service on a pro-rated basis.
2. Ties in seniority between Therapists with the same date of hire shall be resolved by pro-rated seniority as a result of work history factors, such as leave of absences (excluding FMLA and other leaves of absences of 60 work days or less in duration) and part-time service in a Therapist position. If these factors do not resolve the tie, the time of the date of hire shall be used. If a time has not been noted then the tie shall be resolved by lottery. Such lottery shall involve both administration and TIE representatives.
3. Annually, by February 1st of each school year, a tentative seniority listing by category of position of all Therapists shall be electronically delivered to each member of the bargaining unit on a work day. A Therapist shall have ten (10) employment days from the date of delivery of the tentative seniority list to file written objections with the Superintendent or designee to the information shown on the list, including the Therapist's ranking or category. After the period for Therapist objections has passed, the administration shall prepare and electronically deliver a finalized seniority list. The failure of an employee or exclusive bargaining representative to make a specific, timely objection shall be deemed an acceptance of the seniority ranking and shall prohibit any subsequent challenges to rankings until the posting of a seniority list in the following school year.
4. Full and part-time District Therapists shall be ranked by their seniority within the following categories of positions: Physical Therapists, Occupational Therapists, Physical Therapist Assistants, and Occupational Therapist Assistants.

**ARTICLE VII
PERSONNEL FILES**

- A. Only one (1) official file shall be kept for each Therapist in the District and such file shall be kept in the central administrative office.
- B. Each Therapist shall have the right to review, or may designate by written authorization a representative to review the contents of his/her official personnel file maintained at the administrative office. The District may require reasonable advance notice from the Therapist or designee to review the personnel file. If such notice is required it shall not be greater than two (2) full business days prior to the date requested for review. Neither the Therapist nor a representative shall have the right to review any document, or other material, which is exempt from disclosure under the Personnel Record Review Act, 820 ILCS 40/10.

- C. All non-exempt communications including evaluations by supervisors or administrators, commendations, and validated complaints directed toward the Therapist which are included in his/her official personnel file shall be signed and dated by the Therapist prior to being placed in the file. The Therapist must sign the written material when shown; however, the signature does not indicate agreement. The Therapist shall have the right to attach dissenting material to any non-exempt item in the file. A copy of any material placed in a personnel file shall be provided to the Therapist at the same time that the material is shown to the Therapist unless the material is exempt from disclosure.

- D. Any written complaints or letters of discipline, which address behavior, which has jeopardized a safe school environment, may remain in the Therapist's file and may be used for discipline. However, upon request, all other written complaints or letters of discipline will be expunged from the Therapist's file three (3) years after the date they are placed in the file and cannot be used for disciplinary purposes unless there is another complaint or letter of discipline of a similar nature against the Therapist during the three (3) year period. In the event of a subsequent disciplinary complaint or letter of a similar nature, all related disciplinary materials shall remain in the Therapist's personnel file until three (3) years from the last date of discipline.

**ARTICLE VIII
EVALUATION AND DISCIPLINE**

- A. Evaluation
Changes to the established procedures and/or document require consent of the Union. However, the content or rating of any evaluation, observation report or other non-procedural, substantive issues shall be a matter of management rights.

- B. Probationary Period and Discipline
 1. Employees new to the District shall have a probationary period of 120 workdays. The probationary employee's supervisor will discuss any issues and/or concerns that arise during the probationary period with the employee in advance of the end of that period in order to provide time to remediate deficiencies. A probationary employee may be discharged without recourse at any time prior to the end of the probationary period. The discharge of a probationary employee shall not be subject to the provisions of the grievance procedure of this agreement.

 2. From time to time, it may be necessary to initiate disciplinary action against a Bargaining Unit Member for misconduct or other unsatisfactory work performance. All Bargaining Unit Members shall be provided with progressive discipline. For certain serious offenses, suspension or immediate termination may be the first step in the disciplinary process.

 3. The disciplinary procedure for non-probationary Bargaining Unit Members shall be subject to the grievance procedure.

**ARTICLE IX
WORKING CONDITIONS**

A. Work Day

1. The full-time Therapist workday will be equal to that of the teacher work day.
2. Therapists are considered to be on-duty until their professional responsibilities are fulfilled.
3. Therapists will report to their building or designated therapy area at least 15 minutes before the school day begins and remains a reasonable time after the school day ends in order to be available for meetings with students, parents, and/or professional personnel, including administrators and other supervisory personnel.
4. Thirty (30) minutes travel/set-up time will be given to Therapists required to travel between buildings within the District.
5. The standard work day for traveling Therapists shall not exceed that of Therapists assigned to one building.
6. OT's/PT's and Aides are not prohibited from volunteering to perform any overload duties.

B. Therapists shall report to work on Teacher plan days and work on professional duties and student planning, as determined by the Department of Student Services with input from Therapists. However, a minimum of one of the Teacher plan days per year shall allow Therapists to work with teams in his/her assigned building(s).

C. Work Year

The number of days in the Therapist work year will be equal to those of the teacher work year.

D. Work Load

1. In accordance with the *School Code* of Illinois, each full-time Therapist shall be entitled to a duty-free lunch period of at least thirty (30) minutes in accordance with the school at which the Therapist is assigned. In addition, each full-time Therapist shall be entitled to 180 minutes of planning time, parceled in minimum increments of twenty (20) minutes per full work week.

2. Workload Considerations for Therapists

If requests for adjustments in staffing, workload, or other related accommodations for a Therapist or a group of Therapists are to be considered, such requests shall be made in writing to the Director of Student Services for review. A meeting would be held with the Therapist or the group of Therapists and the applicable Student Services staff. The Therapist or group of Therapists may wish to bring Union representation to the meeting. At the meeting consideration will be given to all relevant factors that may impact workload. However, the parties acknowledge that the final

recommendation if an increase is warranted to the Board of Education will be by the Director of Student Services.

E. Hazardous and Unsafe Conditions

1. Therapists shall bring to the immediate attention of the principal any situation considered to be unsafe or unhealthy. If the District determines that the situation is unsafe or unhealthy, but that work needs to continue, alternative work locations will be arranged. If the Superintendent determines that an emergency closure of schools is necessary because of conditions posing a threat to the health or safety of students, every effort shall be made to reschedule school so the Therapists in the closed school(s) shall not lose their regularly scheduled salary because of the closure. In the event of a school closure due to hazardous or unsafe conditions, upon TIE's written request, the Board shall bargain the impact.
2. The District shall make reasonable efforts to ensure a safe working environment.
3. School safety issues shall be referred to the building leadership or building crisis team.
4. The Principals or their designees shall inform the involved Therapists as soon as reasonably possible when such Therapists are potentially exposed to chronic communicable diseases as defined by the Center for Disease Control, if known. The Therapist shall also be provided information regarding prevention and protection from such diseases. No information shall be released in violation of privacy laws.
5. The District shall establish and adhere to a consistent anti-violence policy. A provision in this policy will require the District to notify Therapists, prior to student placement in the classroom, about any student who is known to have been expelled from any school for weapons possession or incidents of violence within the past two (2) years. No information shall be released in violation of privacy laws. This provision shall not affect the placement of the student.

F. Attacks on Therapists

The District shall comply with section 10-21.7 of the *School Code*. Upon receipt of a written complaint from a Therapist, the Superintendent shall report all incidents of battery committed against Therapists to the local law enforcement authorities immediately after the occurrence of the attack and to the Department of State Police Illinois Uniform Crime Reporting Program no later than three (3) days after the occurrence of the attack.

G. Liability Insurance

The District shall insure or indemnify and protect Therapists from claims, demands, suits or judgments to the extent required by law and if acting within the scope of their employment. This shall include Therapists attending District sponsored and PTA sponsored activities if acting within the scope of their employment, even though such may occur on a volunteer basis.

- H. In order to provide input to the specific needs of the OT/PT department, the District may grant up to three (3) half-days per school year for the TIE President or designee to consult with an applicable administrator as determined by the Director of Student Services.

**ARTICLE X
PROFESSIONAL GROWTH**

- A. A committee will convene to implement and create documents for a Mentor Program which will begin at the start of the 2017-2018 school year.
- B. Based on the entry-level educational and ongoing licensure requirements for Therapist positions, Therapists will receive reimbursement in an amount up to \$1,500 per person per year, for pre-approved conferences/workshops/classes taken, whichever is less, in accordance with guidelines set forth in Appendix B.
- C. Requests to attend professional growth on a regularly scheduled workday may be initiated by either a Therapist or the District's administration.
- D. When a professional education opportunity is approved and determined by the Director of Student Services to be beneficial for the district, the District will pay for the class and grant the Therapist a professional development day to attend. The Therapist will be required to give an in-service to a district program or the OT/PT department, either on a teacher institute day, at an OT/PT department meeting, or the relevant District's Program Team meeting.
- E. When a Therapist elects to attend a continuing education opportunity on a school day that has been approved by the District, but has not been determined as beneficial for the District, then the Therapist must take a personal day. The Therapist must submit a REQUEST FOR PROFESSIONAL GROWTH REIMBURSEMENT OF EDUCATIONAL CONFERENCE/WORKSHOP FORM along with all other documentation as outlined in Appendix B of the TIE Collective Bargaining Agreement. In such case, the Therapist will not be required to give an in-service.
- F. The District reserves the right to choose to pay for a requested continuing education opportunity, but not grant a professional development day. The Therapist will be required to take a personal day, but will not be required to give an in-service.

**ARTICLE XI
LEAVES**

- A. **Illness**
 - 1. All Therapists shall receive a minimum of twelve (12) sick days of absence per school year to be used for illness or injury without loss of salary. Sick day accumulation is unlimited. After the accumulation of eighty-nine (89) sick days, a Therapist shall receive fifteen (15) sick days per school year for illness or injury without loss of salary. In any year in which a Therapist ends the year with less than eighty-nine (89) sick days accumulated, such Therapist shall be returned to the twelve (12) sick day level for the following year.

2. Sick leave is to be interpreted as absence due to personal illness or quarantine at home on the part of the Therapist, or serious illness or death of any member of the Therapist's immediate family, or any designated person sharing the Therapist's residence on a permanent basis, or birth, adoption or placement for adoption.

Immediate family is defined as parents, spouse, brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, and "party to a civil union" legal guardians and aunts and uncles.

For purposes of this Section, "birth" shall include not only the actual birth but also any period of disability of the mother or child due to birth. However, "birth" shall not be interpreted to include a non-disability child-rearing leave. Child rearing leaves shall be available in accordance with the terms of Article XI, Sections I and K of this Agreement, as may be applicable, and the provisions of the District's *Family and Medical Leave Act* Policy. For purposes of this Section, "adoption" and "placement for adoption" shall include only those activities reasonably related and essential to the process for adoption or placement for adoption, including travel time where necessary.

3. When events cause a Therapist to be absent longer than one week, the District will provide a therapy substitute, if possible.
4. The Therapist shall notify the District at the Therapist's earliest knowledge of a pending leave day through the District automated substitute system in addition to notifying their immediate supervisor/designee.

The District may require documentation from a physician licensed to practice medicine, or a properly authorized physician assistant, as a basis for pay during leave after an absence of three consecutive days for personal illness or injury, or as it may deem necessary in other cases. If the District does require documentation as a basis for pay during leave of less than three consecutive days, the District shall pay the expenses incurred by the Therapist in obtaining the certificate/documentation. A Therapist may use up to thirty (30) sick leave days following the birth of a child without having to provide the District with medical certification. Up to thirty (30) sick leave days may be used for adoption or placement for adoption, provided the Therapist supplies the District with evidence that the formal adoption process is underway.

B. Catastrophic Illness

1. Therapists who: a) have a catastrophic illness, b) have exhausted all of their current and accumulated sick leave, and c) had at least thirty-one (31) days of unused sick leave at the start of the catastrophic illness shall be granted the greater of thirty (30) additional sick leave days or thirty percent (30%) of the total number of sick days the Therapist had accumulated at the start of the catastrophic illness. Catastrophic illness shall be defined as an employee non-elective medical treatment which includes an

extended illness, injury, or surgery which results in an absence that continues for at least thirty-one (31) consecutive work days.

2. Upon return to service, any unused catastrophic illness days will be credited to the Therapist's accumulated sick leave.
3. Sick Leave Donation for Catastrophic Illness
 - a. In the event a full-time Employee has exhausted all of his/her leave days and has either exhausted or has no available catastrophic leave days, as described above, Employees may make a donation of up to ten (10) sick days (a one day donation at a time) to such Employee.
 - b. The District will notify Employees of the opportunity to donate days. Any Employee willing to donate such days shall notify the personnel department at the District office no later than one (1) week after the request. A list shall be generated in inverse order of seniority, which shall guide the donation of days. The donated sick days must be used in the school year in which the days were donated.
 - c. The number of donated sick days available for use, per event, by an Employee may not exceed the number of work days during that Employee's normal work year (defined as July 1 through June 30.)
 - d. For the purpose of this Article, "catastrophic illness" shall be defined as an Employee's life-threatening condition which may leave significant residual disability, including but not limited to AIDS, major burns, trauma with residual paralysis or coma, and cancer.

C. Personal Leave

1. Each full-time contractual Therapist is allowed three (3) personal leave days annually, without loss of pay, in addition to allowable sick leave. A Therapist who has exhausted his/her three (3) personal leave days in observance of religious holidays may use up to two (2) sick days for personal leave. For Therapists who begin or end their service during the school year, personal leave days shall be prorated according to an established schedule.
2. Personal leave is non-cumulative as personal leave. Unused personal leave days at the end of the school year shall be added to the Therapist's accumulated sick leave.
3. Therapists requiring personal leave shall sign a form supplied by the administration. Except in cases of emergency, the leave request must be submitted to the designated administrator at least ten (10) days prior to the date of the leave. If the administrator has substantive reason to believe the usage of the leave day or days was in violation of the intended purposes, they shall have the right to require proof for the personal leave.
4. Personal leave shall not be taken on a day immediately before or after a school break

(winter, spring, and summer break) or during the first week of the school term. Personal leave can be used, before and after a school break, with the specific written approval of the Superintendent or designee. The first week of the school term is defined as the week that ends on the first Friday that students are in attendance. Depending on the calendar in any given year, that week may or may not include institute days. The only time a personal day will be granted during this week is in one of the following instances:

- a. Funerals, or
 - b. Child's wedding if the wedding falls on a week day during the first week of school or on the weekend following the day requested, or
 - c. Therapist's wedding if the date was set prior to the signing of the initial employment contract.
5. In the instance of taking a child to college for the first time, a personal day will be granted provided that day falls on an Institute Day. If it falls on a day of student attendance during the first week of the school term, it will be considered an absence without pay.
 6. Personal leave days or planned absences for all employees are intended to provide for legitimate business, professional, religious, and family obligations which staff members cannot meet outside of the regular school day.
 7. When a Therapist is absent on a day immediately after a school break because of delayed or cancelled transportation, over which he/she has no control, the District shall grant personal leave. Approval of the use of personal leave is subject to written verification of the delay or cancellation from a reasonable source acceptable to the District.

D. Jury Duty

A Therapist will be excused at full pay for the purpose of fulfilling jury duty.

E. Workers' Compensation

1. No Therapist will be subject to any loss in scheduled salary or sick/personal leave if an injury on the job is a direct result of working with a student or students. Therapists who are not sick, but who are unable to work at their assigned school due to student illnesses as directed by their physician, will be provided with an alternate assignment until they are able to return to their assigned duties.
2. The District shall reimburse a Therapist for the cost of replacing or repairing his/her eye glasses and/or hearing aid if such is damaged or destroyed as a result of a physical assault by a student or in the act of protecting oneself, another employee, student, or parent from possible injury.

- F. **Bereavement**
In addition to sick leave, a Therapist may be allowed, at his/her option, up to four (4) days per occurrence without loss of pay for an absence due to a death in the immediate family or of any designated person sharing the Therapist's residence on a permanent basis. If the first day of the leave is on a Monday, the Therapist shall be provided a bereavement day for the Friday of that week (allowing for a Monday through Friday bereavement week). If bereavement days are not consecutive, only four (4) days shall be allocated. Immediate family is defined as parents, spouse, brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers/sisters-in-law, daughters/sons-in-law, aunts and uncles, "party to a civil union" and legal guardians.
- G. **Release Time for TIE Union President**
The Administration may grant the TIE Union President and/or Vice-President release time from therapy duties on an as needed basis to meet with Administrators regarding Union/employee matters.
- H. **Union Leave**
The Board agrees to let TIE use up to three (3) days per school year of official Union business and/or attendance at state conventions and conferences.
- I. **Unpaid Leave of Absence**
1. **General Provisions**
 - a. Leave of absence for professional study, health, birth of a child, child care, or for other reasons may be granted to Therapists by the Board of Education for a period of one (1) year or less upon the recommendation of the Superintendent.
 - b. When a Therapist is placed on leave, no salary will be paid and all benefits will cease without loss of accumulated sick leave. A Therapist on leave who plans to return to work at the beginning of the next school year must give written notice by March 1 of the current school year.
 - c. A Therapist on leave may continue in the group health and group dental insurance program under the conditions established in this Agreement as outlined in Article XII.
 - d. The Therapist will not accrue seniority during an unpaid leave, if that leave is for more than one-half year.
 2. **Adoption Leave**
 - a. A Therapist who is the parent of a newly adopted or foster child shall be granted, upon his or her request, a leave of absence without pay for a period of up to twelve (12) weeks (see family leave) or the remainder of the school year. The Therapist going on adoption leave after November 1 may be granted a leave for the remainder of the school year plus one (1) additional school year. The Therapist requesting the leave will inform the district of the pending adoption as far in advance as possible. A Therapist who requests an adoption leave may carry

over his/her three personal days for one year (maximum of 6 days total) to use for absences related to the actual adoption. Such requests must be made by a Therapist in writing and forwarded to the personnel office prior to July 1. The days will convert to sick days if unused.

b. The beginning date of the leave will coincide with the arrival of the adopted child.

3. Birth Leave

a. A Therapist may request a leave of absence for the birth of a child beginning at a time to be determined by the Therapist and her doctor. In the event of a loss of child during birth leave, the Therapist may return immediately to a therapist position, provided the doctor certifies that she is in sound health.

b. Birth leave shall consist of the following options:

i. Unpaid leave of absence for the remainder of the school year if the leave begins prior to November 1.

ii. Unpaid leave of absence for the remainder of the school year plus one additional school year if the leave begins after November 1.

iii. Short-term leave of absence for a period of up to twelve (12) weeks per year for birth leave or to care for a child under the age of one year. Therapists may use sick leave for the temporary incapacity period during which they are disabled while on short-term birth leave. If the leave exceeds the temporary incapacity period, the remainder of the leave will be unpaid. If the child or Therapist becomes ill during the unpaid portion of the leave, sick days may be used. The Therapist shall notify the personnel office of sick days as they occur. This leave is considered as one of the options under Family/Medical Leave.

J. Temporary Incapacity

1. Nothing in this agreement shall require a Therapist to take an unpaid leave of absence due to pregnancy and child birth. No later than the end of the eighth month of pregnancy, a Therapist electing not to request an unpaid leave of absence shall provide the district with a written statement from her physician as to the date at which the pregnancy will result in a period of temporary incapacity from her therapy assignment.

2. A Therapist may use accumulated sick leave during the period of incapacity with the understanding that she will return to complete her contractual obligation at the end of such time. Prior to returning to work following the birth of the child, the Therapist must provide a written release from their doctor stating that she is physically and emotionally able to resume her therapy duties.

3. As with any other illness or disability, the Therapist shall be expected to return to work as soon as the incapacity has ended as certified by the physician. If the

incapacity period exceeds the normal length of time (generally six (6) weeks for a normal delivery and eight (8) weeks for a cesarean delivery) necessary to recover from the birth of a child, the Therapist shall furnish a statement from her doctor identifying the extenuating circumstances that warrant the continued absence. In the event a Therapist does not return to her responsibilities at the conclusion of the temporary incapacity, their employment with the District may be terminated by action of the Board of Education.

4. A Therapist on unpaid temporary incapacity leave may continue in the group health and group dental insurance programs at the Therapist's expense, under the conditions established in this Agreement as outlined in Article XI.

K. Family Leave

1. Full-time Therapists are eligible for medical and/or family leave in accordance with the provisions in the *Family and Medical Leave Act* (FMLA) of 1993. Such leave is unpaid unless accumulated sick leave or personal leave is available. Nothing in this provision shall prohibit the employee from use of accumulated sick leave in Article XI Section A. The total Family/Medical Leave, paid or unpaid under this provision, cannot exceed twelve (12) weeks (or twenty-six (26) weeks for certain military-related purposes) during any fiscal year. The following reasons are eligible for Family/Medical Leave:
 - a. the birth of a child and to care for the newborn child, provided the leave is completed no later than twelve (12) months after the birth of the child;
 - b. the placement of a child with the Therapist for adoption or foster care, provided the leave is completed no later than twelve (12) months after the placement of the child;
 - c. because the Therapist is needed to care for the Therapist's spouse, child, or parent with a serious health condition; or
 - d. the treatment of a serious health condition that makes the Therapist unable to perform the functions of the job.
 - e. certain military related purposes as defined under the FMLA.
2. Any other leave provided for in this Agreement which may be taken for any of the above purposes will be credited to the Therapist's twelve (12) weeks of Family/Medical Leave.
3. A Therapist on family or medical leave will continue to be covered under the District's health and dental insurance plans under the same terms as if the employee had been continuously working during the leave period, provided that:
 - a. Coverage shall end when the Therapist notifies the district of his/her intent not to return to work, fails to return on the scheduled date or exhausts his/her family and medical leave rights under the provision;
 - b. The Therapist will be required to pay his/her share of applicable premium

payments at the same time as such payments would be made if by payroll deductions. Coverage may lapse if a Therapist's premium payment is more than thirty (30) days late;

- c. The District may recover its premium cost if the Therapist fails to return to work following an approved, unpaid leave unless the reason for the failure to return is a serious health condition of the Therapist, spouse, parent or child or other circumstance beyond the Therapist's control. In this event, the District may require a certification of the existence of a serious health condition which the employee must provide within thirty (30) days of the request.
4. Upon conclusion of a Family/Medical leave, the employee will be restored to his/her former position or to an equivalent position as established by school board policies and practices and this Agreement (with respect to pay, benefits and other terms and conditions of employment) with any general pay increases or benefit enhancements granted during the leave, provided that:
 - a. A Therapist will be required to submit a physician's release prior to returning from a personal medical leave;
 - b. A Therapist returning from Family/Medical leave has no greater rights to a position than had he/she been continuously working during the leave period (e.g. in case of RIF);
 - c. Where the Therapist seeks an intermittent/reduced schedule medical leave, the District may temporarily transfer the Therapist to an available alternative position with equivalent pay and benefits for which the Therapist is qualified if the transfer better accommodates the requested recurring periods of leave; and
 - d. A Therapist on an approved Family/Medical leave may not perform work for another educational employer during the leave.
- L. **Extended Sick Leave**
A Therapist who is unable to return to work after the exhaustion of all sick days and in according to the Board Policy plus an additional twelve (12) months may be terminated at the discretion of the Board subject to any applicable state or federal rule or regulation. The Therapist may continue in the group health and group dental insurance programs, at the Therapist's expense, for a total of twelve months and includes any remaining sick days. A Therapist who returns from such leave shall not be guaranteed a particular position but shall instead be assigned to a position for which he/she is qualified.
- M. **Pro-ration for part-time Therapists**
All paid leave days available to full-time Therapists in this article will be granted for part-time Therapists on a pro-rated basis.

**ARTICLE XII
BENEFIT PLANS**

- A. Medical, Vision, Long-Term Disability and Dental Insurance
Medical, vision, long-term disability and dental insurance coverage and premium contributions shall be equal to the coverage and premium contributions for teachers, including any changes which may occur for the teachers during the term of the OT/PT (TIE) Contract.

- B. Flexible Benefit Plan
The District shall continue to make available to Therapists a flexible benefit plan. The flexible benefit plan shall include both a Medical Care and a Dependent Care Spending Account subject to annual maximum spending amounts as determined by the IRS. Participation in either or both plans shall be voluntary.

- C. Therapists on Leave of Absence
Therapists on leave of absence may continue to participate in the group medical benefit plan at their own cost.

**ARTICLE XIII
GRIEVANCE PROCEDURE**

Definition: A grievance is defined to be a dispute by any Therapist in the bargaining unit or TIE based on an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement. Each grievance must list the names of the Therapist(s) directly affected, specific relevant facts, relief requested and the alleged contract violation.

Informal Step: Prior to any grievance being filed the parties agree to an informal step in which the concern is presented to the Director of Student Services by the Therapist and the Union President for consideration. Should such an informal process fail to resolve the dispute, then the grievance may be processed as follows:

- A. Grievance Procedures
 1. Nothing contained herein shall be construed as limiting the right of any Therapist to pursue a grievance without intervention of the Union, provided the adjustment is not inconsistent with the terms of the Agreement and does not proceed beyond Step 2 of the grievance procedure.
 2. A grievance may be withdrawn at any level without establishing precedent.
 3. The failure of the aggrieved to act within the time limits set forth will preclude further appeal of the grievance.
 4. Time limits set forth in this procedure may be extended by mutual agreement.

5. If a grievance is unresolved at the end of the school term, the time limits will be applied as if school were in session.
6. Matters governed by statute and governmental agencies are not subject to the grievance procedure.

B. Grievance Steps

Step 1: The grievant or TIE shall present a written statement of the alleged violation to the Director of Student Services within twenty (20) school days after a reasonable person should have been aware of the alleged violation. The Director of Student Services shall, within ten (10) school days of the receipt of the grievance, confer with the grievant and/or his/her representative to try to resolve the grievance. Within ten (10) school days after the completion of the conference, the Director of Student Services shall give his/her written decision to the grievant and TIE President.

Step 2: In the event the grievance has not been resolved in the first step, TIE may appeal to the Superintendent or designee. The appeal shall be made within ten (10) school days after the receipt of the Director of Student Services' decision. Within ten (10) school days of the receipt of the appeal, the Superintendent or designee shall confer with the TIE President in an effort to resolve the grievance. The Superintendent, within ten (10) school days following the conference, shall file a written decision with the grievant and TIE President.

Step 3: Within ten (10) school days after receiving the decision of the Superintendent, TIE may submit the grievance to arbitration.

C. Arbitration (Binding)

The arbitrator in his/her decision shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to the issue or issues presented by the parties and his/her decision must be based solely upon interpretation of the meaning of the express, relevant language of the Agreement.

D. Selection Process

The Board and TIE will select a third party to act as the impartial arbitrator and administrator of the proceedings. The list can be provided by the American Arbitration Association or Federal Mediation and Conciliation Service. Each party shall bear the full costs for its representation in the arbitration proceedings. The cost of the arbitrator and the American Arbitration Association shall be divided equally between the parties.

ARTICLE XIV SALARIES

A. Pay

1. Paychecks shall be issued bi-monthly on the 15th and the last day of the month. If a regular pay date during the school term falls on a day when school is not in session, employees shall receive their checks on the last day prior thereto. During the summer,

checks shall be mailed so that they will reach employees on the appropriate payday. Therapists will receive salary in 24 equal installments beginning with the first pay period in September.

2. Therapists will have direct deposit paychecks to a financial institution of his/her choice. Paychecks and electronic deposits must be received no later than the scheduled pay date.
3. The Administration shall e-mail to each Therapist's e-mail address on file, their notification that their direct deposit statement is available through the employee access system.
4. Entry level salary placement and annual increases are contained in Appendix A.
5. Part-time employees' salaries will be factored off of the full-time salary equivalent and then pro-rated.

B. Entry Level Salary Placement

1. When the District hires an employee in an OT/PT position with prior experience, the District will place them at a starting salary at salary amount which corresponds with their years of OT/PT pediatric experience. Years of experience is defined as full-time, full-years of experience. Part-time or partial years of experience shall not be used in determining years of experience.
2. The District reserves the right to hire employees in an OT/PT position with greater than five (5) years of experience. In such instances District will use its discretion in assigning a starting salary, taking into consideration factors such as years of OT/PT pediatric experience, new employees' previous compensation, and current bargaining unit members' salaries with the same experience.

C. Advanced Education Stipends

1. Advanced Education Stipends shall be paid only in contract years 2017-18 and 2019-20 to bargaining unit members who hold the requisite graduate hours or certification during such years, as described below. Such stipends shall be not be cumulative and shall not be paid in any other contract years even though the bargaining unit member may hold the requisite graduate hours or certification in such other years.
2. Occupational Therapists and Physical Therapists with 62 hours or higher of graduate credit hours (Masters or Doctoral Level courses) shall receive a stipend in the amount of \$1,000.
3. Occupational Therapists who hold a certification with the National Board for Certification in Occupational Therapy shall receive a stipend in the amount of \$1,000.
4. Physical Therapists who hold a certification with the American Board of Physical Therapy Specialties (Specialist Certification: Pediatrics) shall receive a stipend in the amount of \$1,000.

5. Eligible bargaining unit members shall receive the stipend in a separate payment from a regularly scheduled paycheck.
6. Payments shall be paid no later than May 15, 2018 and May 15, 2020 of the respective school year.
7. All hours must be completed and official transcripts or proof of certification must be received by the Personnel Department no later than December 31 of the calendar year prior to the stipend payment. If official transcripts are not received by the December 31 deadline, the OT or PT shall not be eligible for the stipend.

**ARTICLE XV
EFFECT AND DURATION**

- A. The Parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written amendments duly executed by both parties.
- B. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

This Master Contract shall be effective July 1, 2016 and shall terminate on June 30, 2020.

In witness thereof:

Therapists in Education Local 1211, IFT-AFT
Community Consolidated School District 15
Cook County, Illinois

For the Board of Education
Community Consolidated School District 15
Cook County, Illinois

Anne Bosslet, TIE Representative

Lisa Szczupaj, Board President

Anthony Wang, Board Secretary

APPENDIX A

ENTRY LEVEL SALARY PLACEMENT

OT/PT	
Years of Experience	Entry Level Salary Placement
0	\$52,5000
1	\$53,750
2	\$55,000
3	\$56,250
4	\$57,500
5	\$59,000
Assistant	
0	\$33,107
1-5	\$34,938
6-10	\$42,083

ANNUAL INCREASES

Fiscal Year	Salary Increase
2016-17	2.0%
2017-18	1.0%
2018-19	2.0%
2019-20	1.0% - 3.0%*

Each returning bargaining unit member shall receive the annual wage increase as listed above.
*For the 2019-20 school year, wage increases shall equal the applicable percentage for the respective tax levy year as set by the Property Tax Extension Limitation Law (PTELL, known as the “tax cap”), but no less than 1.0% and no greater than 3.0%.

**APPENDIX B
PROFESSIONAL GROWTH
REIMBURSEMENT**

1. Classes must be graduate level courses from a fully accredited college or university.
2. Conferences/workshops/classes on-line courses must be related to the Therapist's current or possible future position in the District and be approved by the District. The District's approval of any class shall be on a non-precedential basis. In the event that the District does not approve a course which has been approved in the past, the District will provide written reason, upon request, to the Therapist and TIE.
3. If it is a university class, Therapists must earn an A or B or pass* if taking as pass/fail. (*If course is only offered on a pass/fail basis)
4. Reimbursement will not be permitted for courses that are repeated.
5. Courses/workshops must be pre-approved by using the Course/Workshop Approval Form. Reimbursement claims must be submitted on the Reimbursement Claims Forms.
6. A receipt (or proof of payment) and a grade report, transcript, or proof of completion/attendance must be submitted to the personnel department by October 15 in the order to make a claim for reimbursement.
7. Reimbursements will be disbursed by November 15.
8. Reimbursement will not exceed \$1,500 per person, or the actual cost of conferences/workshops/classes, on-line courses, taken whichever is less.
9. Approval or denial of conference, workshop, or class requests will be provided within ten (10) school days of submission. District shall attempt to expedite the approval process when notified by the TIE president of upcoming conferences.
10. Professional Growth reimbursement may be accessed for conferences, workshops, or classes that fall during the week if the conference or workshop is preapproved. Therapists can apply to use either a personal day or absence without pay and either may be granted at the discretion of the Assistant Superintendent for Personnel and Human Services, or designee.
11. Therapists, whose claims are denied, may appeal the decision in writing to the Director of Student Services for a final decision.
12. Reimbursement must be submitted for classes, conferences, or workshops taken between July 1 and June 30 no later than the October immediately following for reimbursement. If the deadline is missed reimbursement cannot be submitted for the following year.
e.g. documentation for courses/conference/workshops attended between July 1, 2016 and June 30, 2017 must be submitted by October 2017
13. In order to be eligible for the reimbursement the Therapists must be a current District 15 employee at the time of the disbursement in November.

COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

Palatine, Illinois

**TIE
COURSE/WORKSHOP APPROVAL FORM
(This form must be submitted electronically)**

Directions: Preapproval for courses/workshops is required in order to be eligible for professional growth reimbursement.

Name: _____ School/Assignment: _____ Date: _____

Courses/workshops listed below must have the course/workshop description attached.
If a course is outside of your current assignment a written rationale must be attached.

For College/University Courses:

Provider	Course Number	Course Name	Hours

For Workshops:

Provider	Workshop/Conference	Date(s)	Do dates require time off work?
			<input type="checkbox"/> yes <input type="checkbox"/> no

Approval Section:

Course or Workshop:

- Approved** **Not Approved**

Release time:

- Approved** **Personal Day must be requested**
 NA

Director of Student Services

Date

COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15 TIE Reimbursement Claim Form

Directions: This form must be completed and sent via electronic delivery to the Personnel Office when submitting claims for reimbursement. It needs to be accompanied by a receipt for proof of payment and proof of completion. The deadline for submitting all claims for reimbursement is October 15th for payment by November 15th each year.

DATE: _____ **SCHOOL:** _____

NAME: _____ **ASSIGNMENT:** _____

Provider	Course/Conference	Amount Paid	Itemized Receipt Attached	Grade Report Attached	Copy of Pre-Approval Attached
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No

Received by Personnel:

Processed by Personnel:

Total Amount of TR Received:

Personnel Notes: