

# AGREEMENT

## **BETWEEN THE**

Niles Township District for  
Special Education #807  
Governing Board

## **AND THE**

Niles Township Federation of  
Special Education Paraprofessionals

**LOCAL 1274, IFT/AFT, AFL-CIO**

**2015-2019**

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## **PREAMBLE**

This Agreement between the Niles Township District for Special Education (“NTDSE”) Governing Board and Niles Township Federation of Special Education Paraprofessionals, Local 1274, IFT/AFT, AFL-CIO (“Union”), incorporates a number of understandings which derive from the parties’ mutual beliefs that each child attending the NTDSE’s schools is entitled to an education of the highest quality. The attainment of this objective is a joint responsibility of the NTDSE, the administrative staff and the Paraprofessionals.

Attainment of this objective requires mutual understanding and cooperation among the NTDSE, the Administrative staff and the Paraprofessionals. To this end, free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations.

## **ARTICLE I – RECOGNITION**

### **1.1 RECOGNITION OF THE UNION**

The NTDSE recognizes the Niles Township Federation of Special Education Paraprofessionals, Local 1274, IFT/AFT, AFL-CIO, hereinafter referred to as the Union, as the sole and exclusive bargaining agent for all full-time and regularly employed part-time NTDSE Paraprofessionals. As used herein, the term “Paraprofessional(s)” is synonymous with the term “Teacher Assistant(s)”. The following are not to be included in the bargaining unit: All managerial, supervisory, confidential and short-term employees defined in the IELRA.

### **1.2 UNION’S EXCLUSIVE BARGAINING RIGHTS**

The NTDSE agrees not to negotiate with any other organization of Paraprofessionals, individual Paraprofessional or group of Paraprofessionals with regard to negotiable items as defined in Article II, Section 2.1 of this Agreement; provided it is understood that individual bargaining unit members or group of bargaining unit members retain the right to discuss with the NTDSE and the administration matters relating to the educational program and to clarify any questions regarding salary or conditions of employment.

### **1.3 DEFINITION OF TEACHER ASSISTANT OR PARAPROFESSIONAL**

The term “Teacher Assistant” or “Paraprofessional” as used in this Agreement shall refer to all employees included in the bargaining unit defined in Section 1.

## **ARTICLE II – EMPLOYEE AND UNION RIGHTS**

### **2.1 SCOPE OF NEGOTIATIONS**

The NTDSE and the Union agree to negotiate in good faith with respect to the following items:

- A. wages
- B. hours
- C. terms and conditions of employment

The obligation to negotiate in good faith means the mutual obligation of the NTDSE and the Union to meet at reasonable times and to confer in good faith with respect to wages, hours and terms and conditions of employment. However, this obligation does not compel either party to agree to a proposal or require the making of a concession. Disputes involving the negotiability of an issue or topic shall not be resolved under the terms of Article XII (Grievance Procedure) of this Agreement, but rather may be submitted by either party to the Illinois Education Labor Relations Board for resolution.

### **2.2 TENTATIVE AGREEMENTS**

The representatives of the NTDSE and the Union shall have the power to reach tentative agreements. After the participants reach agreement, it shall be reduced to writing and distributed to the NTDSE Governing Board and the union membership for final approval.

### **2.3 FREEDOM TO JOIN A UNION**

Paraprofessionals have the right to join or not to join any Union. Membership in any Union shall not be required as a condition of employment.

**2.4 UNION DUES DEDUCTION**

The NTDSE shall, upon proof of membership authorization, withhold union dues from the compensation of a Paraprofessional. Under such arrangement, an amount shall be withheld twice each month from October through May which is equal to the pro rata share of the annual membership dues. The NTDSE shall remit such deduction to the Union no more than ten (10) working days after the payday for which the deduction is made.

**2.5 NILES TOWNSHIP CREDIT UNION**

Any bargaining unit member may belong to the Niles Township Credit Union and must adhere to its rules and standards. Difficulties encountered between the bargaining unit member and the Niles Township Credit Union are not subject to a grievance under this Agreement.

**2.6 COPE DEDUCTION**

The NTDSE, upon the receipt of a written authorization from a Paraprofessional, shall deduct the authorized amount of a Paraprofessional's voluntary contribution to the North Suburban Teachers Union's Committee on Political Education (COPE) from his/her pay. This contribution shall be deducted from the last paycheck in October and forwarded to the Union no more than ten (10) working days after the payday from which such deduction is made.

**2.7 USE OF BULLETIN BOARDS**

The Union may use a bulletin board in NTDSE administrative center and in the staff lounge of each building to which NTDSE Paraprofessionals are assigned for posting notices of activities and other official organization materials.

**2.8 USE OF BUILDINGS**

The Union and its representatives shall have the right to schedule and hold official meetings at the Molloy Education Center and buildings to which NTDSE Paraprofessionals are assigned, provided that such meetings do not interfere with the instructional program, the appropriate building administrator is notified one (1) day before any such meeting and, if special custodial service is required, the NTDSE may make a reasonable charge.

**2.9 NOTICE OF NTDSE MEETINGS**

The President of the Union or designee shall be furnished notice of any regular or special meeting of the NTDSE Governing Board, together with one (1) copy of the agenda or statement of purpose of such meeting via email as soon as the notices are ready for general distribution.

**2.10 APPROVED NTDSE MINUTES**

One (1) copy of the approved minutes of all NTDSE meetings shall be emailed to the President of the Union by campus mail.

**2.11 DISTRIBUTION OF UNION MATERIAL**

The regular NTDSE delivery services to bargaining unit members' mailboxes shall be made available to the Union for communications to bargaining unit members.

**2.12 UNION SUGGESTIONS**

The Union shall have the right to submit its comments on the proposed budget. These suggestions must be in writing and must be forwarded to the NTDSE Superintendent.

**2.13 DISTRICT DIRECTORY**

The names of Union officers shall be listed in the NTDSE Personnel Directory. Each Paraprofessional shall receive a copy of the directory yearly or as the directory is updated via email.

**2.14 NTDSE POLICIES**

The NTDSE shall email one (1) copy of its official policies, rules, regulations and handbooks, and all subsequent additions, deletions and amendments to the Union President or designee at such time as they become available.

**2.15 NTDSE AGENDA**

The NTDSE shall email to the Union President a copy of the agenda, if any, and NTDSE meeting packet (except for confidential material) of any regular or special meeting of the NTDSE Governing Board, including committee meetings.

## **2.16 FAIR SHARE**

All Paraprofessionals who are not members of the Union, commencing on the effective date of this Agreement, or thirty (30) days after their initial employment, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

Such fair share payment by non-members shall be deducted by the NTDSE from the earnings of the non-member Paraprofessional and remitted to the Union, provided, however, that:

1. The Union has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the IELRB; and
2. The Union has annually certified in writing to the NTDSE (a) the amount of such fair share fee and (b) the fact that the notice required in (1) above has been posted.

The NTDSE shall cooperate with the Union to ascertain the names of all non-members of the Union from whose earnings the fair share payments shall be deducted.

The Union shall prepare a notice containing the fair share fee information as required by the rules and regulations of the IELRB (Illinois Educational Labor Relations Board), advising that any non-members may file an objection to the fee with the IELRB (with a copy served on the Union) at any time before the expiration of this Agreement, in accordance with the rules and regulations of the IELRB.

The parties recognize the right of Paraprofessionals to object to the amount of the fair share fee and that such objections shall be handled under rules and regulations now in effect or adopted later by the IELRB.

Should a Paraprofessional file an objection with the IELRB as to the amount of the fair share fee, the NTDSE shall continue to deduct the fee and transmit the portion of the fee in dispute to the IELRB, which shall hold that amount in escrow in an account established for that purpose. The NTDSE shall continue to transmit all such amounts to the IELRB until further order of the IELRB. If the Paraprofessional is entitled to a refund, the Paraprofessional shall receive such refund plus any interest earned on the refund during pendency of the action pursuant to applicable IELRB procedures.

The parties recognize the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided in Section 11 of the IELRA. If a non-member Paraprofessional asserts the right of non-association under Section 11 of the IELRA, he/she shall be required to pay an amount equal to his/her proportionate share to a non-religious charitable organization mutually agreed upon by the Paraprofessional and the Union. If the Paraprofessional and the Union do not agree on the matter, a charitable organization shall be selected from a list established by the IELRB under its rules.

The Union shall indemnify and hold harmless the NTDSE, its members, officers, agents and employees 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 NTDSE for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

**2.17 NOTICE TO UNION**

The Union President and Treasurer will be informed via email of any newly hired employee's name, salary schedule placement, work site, hours and pay rate within five (5) school days of the Board's approval of the employee's hire.

## **ARTICLE III – MANAGEMENT RIGHTS CLAUSE**

### **3.1 MANAGEMENT RIGHTS**

All management rights and functions, except those which are clearly and expressly abridged by this Agreement shall remain vested exclusively in the NTDSE. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to (1) full and exclusive control of the management of the Niles Township District for Special Education (NTDSE), the supervision of all operations, the methods, processes, means and personnel by which any and all work shall be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working force; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees, and to suspend, discipline, and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

### **3.2 UNION INPUT**

The above shall not preclude the Union from input prior to the NTDSE's execution of its rights, and further, the Union reserves its right to object to and disagree with any action the NTDSE takes.

### **3.3 LIMITATION OF NTDSE RIGHTS**

The exercise of the foregoing powers, right, authority, duties and responsibilities by the NTDSE, the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only where clearly and expressly abridged by this Agreement.

## **ARTICLE IV – EMPLOYMENT RIGHTS CLAUSE**

### **4.1 NORMAL HOURS OF WORK**

The normal workday and workweek for full-time Paraprofessionals shall be no less than six (6) hours and fifteen (15) minutes per day exclusive of an unpaid, duty free lunch period. Individual Paraprofessionals may be required to work a different number of hours depending on their assignments and the needs of the NTDSE. Mid-year changes shall not be made without consultation with the Union. One day a week, the regular work day may be extended by thirty (30) minutes in order to conduct staff meetings.

### **4.2 BREAKS**

Each full-time Paraprofessional shall be entitled to two (2) paid breaks of fifteen (15) minutes and one (1) unpaid, duty free lunch break of thirty (30) minutes during the normal workday. With the prior approval of the school principal, a Paraprofessional may combine one fifteen (15) minute break to extend his/her scheduled lunch break to a maximum of forty-five (45) minutes. The NTDSE retains the right to assign one-to-one Paraprofessionals working with special needs students to a paid lunch period should the student's special needs require one-to-one supervision during that period. In addition, if the NTDSE requires a Paraprofessional to work during part or all of his/her lunch period, the NTDSE shall pay the Paraprofessional for that lunch period.

### **4.3 OVERTIME**

The NTDSE Superintendent or his/her designee shall have the right to periodically require a Paraprofessional to work beyond his/her regular workday up to a total of eight (8) hours per day provided the NTDSE compensates such employee at the employee's regular rate of pay. Any time

worked in excess of eight (8) hours per day shall be paid at the overtime rate of one and one-half (1 ½) times the employee's regular rate of pay.

Employees eligible for periodic additional pay shall submit time sheets for such work on a monthly basis and shall be paid for all such time three times per year with such payments being made along with the employee's first regular paychecks in November and February and the employee's final paycheck in June. One-to-one Paraprofessionals regularly assigned to work with special needs students during their lunch period on a daily basis shall not be required to submit time sheets for such work and shall have the additional pay for such work included in each of their regularly issued paychecks.

#### **4.4 NOTICE OF ASSIGNMENT**

All Paraprofessionals shall be given written notice of their tentative assignment for the forthcoming year no later than August 1. In the event that changes in such assignments are subsequently required, the Paraprofessional affected by the change shall be promptly notified in writing.

#### **4.5 METHOD OF SALARY PAYMENT**

All bargaining unit members shall be paid in twenty-one (21) installments. Checks shall be issued every other Friday. All installments not received prior to the end of the school year shall be available for the employee no later than June 30.

Effective at the start of the 2012-13 school year all staff will be paid via direct deposit. Employees will provide the Business Office with a completed District Direct Deposit form and all bank or financial institution information necessary for depositing the employee's paycheck directly into a designated

account. Employees' paychecks will be deposited directly into the designated bank accounts by the Business Office. The Business Office will provide summary paycheck information the teacher on pay dates.

**4.6 EXTENDED SCHOOL YEAR**

Bargaining unit members employed to fill extended school year (summer school) positions shall be paid no less than their regular hourly rate for the previous school year.

**4.7 PROBATIONARY PERIOD**

A newly hired Paraprofessional shall be subject to a probationary period of ninety (90) days during which the Paraprofessional is subject to discipline or discharge without recourse to the grievance procedure described in Article XIII of this Agreement.

**4.8 COMPENSATORY PAY**

When a Paraprofessional is required to forego his/her duty free lunch period or stay beyond contractual hours due to unusual or emergency situations, that assistant shall be entitled to be paid for any such time in accordance with the provisions set forth in Section 4.3 of this Agreement.

## **ARTICLE V – PERSONNEL FILES**

### **5.1 PERSONNEL FILE**

Only one official personnel file shall be maintained by the Niles Township District for Special Education (NTDSE).

### **5.2 RIGHT OF ACCESS**

Each Paraprofessional shall have access, for examination purposes, to all of the material in his/her personnel file, with the exception of any evaluative or reference information received by the NTDSE prior to the Paraprofessional's first employment day with the NTDSE. The examination of the personnel file shall occur during normal business hours at a time that does not interfere with the employee's normal duties. The Paraprofessional may be accompanied on such examination by a representative of the Union.

### **5.3 PLACEMENT OF MATERIAL IN FILE**

Any material placed in the file shall be signed and dated, and a copy shall be given to the Paraprofessional or placed in his/her mailbox before it is inserted in the personnel file. During the summer, no document of a derogatory nature shall be placed in an employee's personnel file until a copy of the material is first sent to the Paraprofessional involved.

### **5.4 RIGHT OF COPY**

Each Paraprofessional shall have the right to be furnished with copies of any or all file material, exclusive of confidential material named in Section 5.2.

**5.5 RIGHT OF ATTACHMENT**

Each Paraprofessional shall have the right to have dissenting or explanatory material attached to any document on file with a note to "see attached material" on the original document.

**5.6 PRIVACY OF MATERIALS IN FILE**

Neither a Paraprofessional's file nor any of its contents shall be copied or otherwise made known to anyone without the permission of the employee provided, however, such materials shall be available to the NTDSE Governing Board, the administration or as may be required by law, any court or other hearing.

**5.7 REMOVAL OF MATERIAL FROM THE FILE**

No employee or administrator shall permanently remove any material from a Paraprofessional's file, except by mutual consent. Upon the request of a Paraprofessional, written reprimands that are more than two years old shall be removed from the employee's file if there are no repeated infractions of the same or similar offense within that time period.

## **ARTICLE VI – LEAVES**

### **6.1 EMERGENCY LEAVE, SICK LEAVE, AND ABSENCE FOR DEATH**

- A. Each full-time Paraprofessional shall be allowed leave of absence whenever the employee's absence is necessitated by his or her own illness or disablement, or by serious illness or death in the immediate family or household, to the extent of fifteen (15) days without pay deductions each year. Three (3) of these days may be used for emergency leave as covered in paragraph "D" of this section. Unused sick leave shall accumulate without limit. Part-time Paraprofessionals shall be granted sick leave on a prorated basis.
  
- B. For purposes of this Section, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, legal guardians and an employee's partner in a civil union recognized under Illinois law.
  
- C. The Niles Township District for Special Education (NTDSE) may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases.

- D. Each full time Paraprofessional shall be granted three (3) emergency leave days per year, without deduction in pay, for the purpose of transacting or attending to personal, legal, business, household or family matters which require absence during school hours. Part-time Paraprofessionals shall be granted emergency leave on a prorated basis. Paraprofessionals shall not be required to disclose the reason for emergency leave. Emergency leave shall not be granted the school day before or after a holiday, except in cases when emergency leave is used for a religious holiday, nor will emergency leave be granted during the first week or last week of student attendance. In special circumstances, and at the discretion of the Superintendent or designee, he/she may grant a request to use special emergency leave in these blackout periods on a non-precedential basis. Written notification for such leave shall be given to the building principal at least three (3) days in advance of an expected absence. Written application for emergency reasons shall be submitted to the principal on the first day following the absence.
- E. Sick leave allowance for a Paraprofessional who is employed or who resigns during the school year shall be prorated on the basis of the portion of the school year during which he or she was employed.
- F. The annual allowance described in paragraph "A" of this Section above shall be fully credited in advance to the record of each Paraprofessional, effective with the first day of annual employment. The annual allowance shall be added to the sick leave accumulated from previous years.
- G. Sick leave allowances for Paraprofessionals do not apply to the extended school year program (summer school), or to Paraprofessionals on approved leaves.

- H. A certified sick leave report shall be delivered to each Paraprofessional early in the school year. This report shall include (1) sick leave accumulation as to the beginning of the previous school year, (2) the record of days deducted the previous year, (3) the days advanced for the current school year and (4) the total number of days credited and applicable for the current school year.
  
- I. Whenever a Paraprofessional is absent from school as a result of a personal injury or accident arising out of and in the course of his/her employment, such Paraprofessional shall not lose salary nor will such time be charged against the employee's sick leave or accumulated sick leave for two (2) days immediately following each incident and upon adequate medical documentation provided by the employee.

## **6.2 LEAVE AS DELEGATE TO I.F.T. CONVENTION**

Upon written request, two (2) members of the Union shall be excused without loss of salary, or without being charged for leave, to serve as a delegate to the annual Illinois Federation of Teachers Convention, not to exceed two (2) work days per person per school year. The Union shall reimburse the NTDSE for the cost of obtaining a substitute for the Paraprofessional whenever such leave is taken.

## **6.3 UNPAID LEAVE**

Paraprofessionals with at least three (3) years of continuous full-time service may be granted unpaid leave of absence for the following reasons:

- A. Prolonged illness in the immediate family.
- B. Parental leave after the birth or adoption of a child.

C. Other family necessities of a serious and significant nature. Application for unpaid leave shall be made in writing to the NTDSE Superintendent. Requests shall state the reason and the time period for which the leave shall be needed. Approval of requests for unpaid leave of absence shall be at the discretion of the Superintendent, and maximum time on leave shall be no more than six (6) months per occurrence. An employee must return to work for one full year before being considered for any subsequent unpaid leave under this Section.

Paraprofessionals requesting such leave shall have the option of continuing insurance coverage provided that the employee pay the full cost of the premium. Paraprofessionals wishing to continue coverage shall notify the business office in writing of his/her intent to do so at least thirty (30) days prior to the anticipated commencement of such leave whenever possible. Payments shall be made on a monthly basis on a schedule set up for the employee by the business office manager.

Paraprofessionals returning from such leave shall be assigned to his/her former position or a comparable NTDSE position. Paraprofessionals shall receive experience for purposes of a step increase in the school year in which the employee is on leave provided the employee works or is on paid leave more than half of their employment schedule for the year. Temporary employees hired to fill vacancies created by the granting of such leave shall be considered as probationary employees for a period not to exceed one full year with no right to recall.

#### **6.4 FMLA LEAVE**

Subject to the provisions of the FMLA, the NTDSE shall grant family and medical leave to eligible Paraprofessionals for up to twelve (12) weeks. An employee granted a leave under this policy will continue to be covered under the District's group health and dental insurance plan, life insurance plan and long-term disability plan under the same conditions as coverage would have

been provided if they had not been on a FMLA leave. (The employer will continue to make premium payments in the amounts required by Sections 12.1-12.3 of this Agreement.) Employee contributions will be required either through payroll deduction or by direct payment to the NTDSE with the employee being advised in writing at the beginning of the leave period as to the amount and method of payment required. Bargaining unit employees taking Family Medical Leave are required to substitute (that is to use concurrently accumulated sick leave while on Family Medical Leave. Consistent with the Family Medical Leave Act NTDSE will designate appropriate paid or unpaid leaves as counting against an employee's FMLA leave allotment. Additional information concerning FMLA requirements and benefits shall be provided to employees by the business office upon request.

#### **6.5 BEREAVEMENT LEAVE**

Full time Paraprofessionals shall be granted upon to two (2) days per year for bereavement to be used for a death in the immediate family. Part-time teachers shall receive such leave on a pro-rated basis. For the purposes of this section, immediate family shall include parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, nieces, nephews, step parents, step children, legal guardians, and an employee's partner in a civil union recognized under Illinois law.

## **ARTICLE VII – EVALUATION**

### **7.1 EVALUATION COMMITTEE**

A joint committee consisting of two (2) Paraprofessionals appointed by the Union President and two (2) administrators appointed by the NTDSE Superintendent shall periodically review the evaluation instrument(s) and procedures utilized by the NTDSE to evaluate Paraprofessionals. Any changes recommended by the committee shall be submitted in writing to the NTDSE through the NTDSE Superintendent by April 30 of each school year. Changes approved by the NTDSE shall take effect at the beginning of the next school year or at such other time as may be mutually agreed to by the parties.

### **7.2 EVALUATION CONFERENCE**

Paraprofessionals shall be formally observed and evaluated by a qualified NTDSE administrator in each of their first two (2) years of employment. Thereafter, formal evaluations shall be conducted biennially. Prior to a biennial evaluation being finalized and furnished to a Paraprofessional, the evaluation shall be reviewed and signed by a qualified NTDSE administrator. In addition, any formal evaluation of a Paraprofessional that may result in an unsatisfactory rating shall be performed by a qualified NTDSE administrator. The evaluator shall make his/her best efforts to furnish the Paraprofessional with a copy of the written evaluation no later than twenty (20) school days prior to the end of the school term. If requested by the Paraprofessional, the evaluator shall conduct a conference with the Paraprofessional regarding the written evaluation within ten (10) school days of the receipt of such request.

Both the evaluator and the Paraprofessional shall date and sign all copies of the written evaluation. The signature of the Paraprofessional shall not necessarily indicate agreement with the written evaluation, but rather shall indicate that the conference has been held and that the Paraprofessional is in receipt of the final written evaluation.

No provision in the above paragraph shall prohibit the NTDSE from conducting additional evaluations of a Paraprofessional as the need may arise.

### **7.3 EVALUATION REBUTTAL**

If the Paraprofessional feels his/her written evaluation is incomplete, inaccurate or unjust, the Paraprofessional may put his/her objections in writing within ten (10) school days of the receipt of the final written evaluation. When a Paraprofessional has requested an evaluation conference, his/her written evaluation shall not be considered final until after the evaluation conference has been held. Both the Paraprofessional and the evaluator shall date and sign all copies of the written objection. The signature of the evaluator shall not necessarily indicate agreement with the written objection, but rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to the written evaluation.

### **7.4 PERSONNEL FILE COPY**

A copy of all written evaluations and any attached written objections shall be placed in the Paraprofessional's official personnel file.

## **ARTICLE VIII – DISCIPLINARY ACTION**

### **8.1 COMPLAINTS**

When any substantive complaint regarding a Paraprofessional is made to a NTDSE Governing Board member or administrator by a parent, student or Teacher, the complaining party shall be asked to submit his/her complaint in writing and to discuss the matter with the Paraprofessional with the intention of resolving any differences before any action is taken.

### **8.2 DISCIPLINARY APPEARANCE**

Each Paraprofessional shall have the right to be accompanied by a Union representative at any meeting with the NTDSE Governing Board or an administrator where the employee reasonably believes that discipline may result. Reasonable advanced written notice of such meeting and the nature of the possible disciplinary action shall be given and the employee will be notified in writing that he or she has the right to have a Union representative at the meeting. In the event that the Paraprofessional chooses someone other than a Union representative, the Union President shall be given notice of any disciplinary action taken within a reasonable period of time following the meeting.

### **8.3 DISCIPLINARY PROCEDURE**

A Paraprofessional shall not be dismissed or suspended without pay without just cause.

## **ARTICLE IX – VACANCIES**

### **9.1 POSTING OF VACANCIES**

If a vacancy occurs in a position covered by this Agreement as a result of a resignation, termination, transfer, leave or new position, such vacancy shall be dated and posted on the NTDSE website for at least five (5) business days. Each vacancy notice shall contain a summary of job duties and qualifications for the position. The Union President and the Union Secretary shall receive a copy of all vacancy notices prior to initial posting. Written vacancy notices for all newly created job classifications will be sent to the Union President for review at least three (3) days in advance of their initial posting.

### **9.2 INTERVIEW FOR VACANCIES**

Any Paraprofessional who applies for a vacancy by submitting a written application in accordance with the timeline established in the posted notice shall be given an interview for the position if they hold the qualifications for the position.

## **ARTICLE X – WORKPLACE SAFETY**

### **10.1 BUILDING FACILITIES**

The NTDSE and the Union have a shared interest in maintaining a clean and safe work environment. A workplace safety committee comprised of the Superintendent, along with three (3) other representatives of the NTDSE and two (2) representatives from each of the employee Unions (NTFSETA and NTFSET) shall meet on an as-needed basis, but no less than biannually to review health and safety issues and develop written proposals when specific health and safety issues are identified. If the Superintendent determines that a committee proposal cannot be implemented without additional action being taken by the Governing Board, he/she shall submit the proposal to the Governing Board for approval. The Governing Board shall communicate its response to any such written committee proposal within forty-five (45) days of its receipt.

### **10.2 PERSONAL INJURY/ASSAULT**

Paraprofessionals shall report immediately in writing to the NTDSE Superintendent all instances of physical attacks or accidents resulting in serious personal injury suffered by them in connection with their employment and all relevant facts pertaining to the incident. The Superintendent or his/her designee shall investigate the incident. The Superintendent shall meet with the Paraprofessional and all other involved personnel to explore strategies whereby a recurrence of the incident can be prevented and the likelihood of further such injuries to the employee minimized.

## **ARTICLE XI – SALARY AND RELATED PROVISIONS**

### **11.1 SALARY**

The salary for the 2015-2016, 2016-2017, 2017-2018, 2018-2019 school terms shall be set as follows:

- A. The base hourly salary rate for the life of this Agreement will be \$14.25 per hour. The Executive Director may in her or his discretion set a new hire's pay rate at \$0.25 per hour greater than the base rate for each year of relevant prior experience, up to a maximum of five years of experience;
- B. Paraprofessionals will receive the following pay raises over their previous year's base hourly salary rate (including any previously earned longevity pay):
  - (1) 2015-2016 – plus 3.00%
  - (2) 2016-2017 – plus 3.00%
  - (3) 2017-2018 – plus 3.00%
  - (4) 2018-2019 – plus 3.00%

### **11.2 CREDITABLE PRIOR EXPERIENCE**

- A. A maximum of five (5) years of prior educational work experience may be credited in determining an employee's salary.
- B. An employee's initial salary shall be upon the recommendation of the Superintendent of the Niles Township District for Special Education (NTDSE) in accordance with the provisions of Section A above.

**11.3 DEGREE/CERTIFICATION STIPEND**

Paraprofessionals with a B.A. or B.S. degree from a North Central accredited institution shall be paid an annual stipend of nine hundred dollars (\$900.00) in addition to their regularly scheduled salary. The annual stipend shall be increased to one thousand one hundred and fifty dollars (\$1150.00) at the start of the fourth year in which the employee is receiving the degree/certification stipend. At the exclusive discretion of the Superintendent, the Board may grant the degree stipend in this Section to a Paraprofessional who holds a B.S. or B.A. degree from a foreign university for which North Central did not otherwise issue an equivalency certificate.

## **ARTICLE XII – FRINGE BENEFITS**

### **12.1 LIFE INSURANCE**

The Niles Township District for Special Education (NTDSE) shall pay the premium for term life insurance in the amount of fifty thousand dollars (\$50,000) for each full-time Paraprofessional who has completed one (1) year of service with the Niles Township Department for Special Education (NTDSE). Paraprofessionals may purchase additional life insurance in blocks of ten thousand dollars (\$10,000), provided total life insurance coverage does not exceed two hundred fifty percent (250%) of the bargaining unit member's annual salary.

### **12.2 LONG TERM DISABILITY**

The NTDSE, through its administrative district, shall pay the total premium for long-term disability insurance for each full-time Paraprofessional who has completed one (1) or more years of full-time service with the NTDSE.

### **12.3 HOSPITAL, MAJOR MEDICAL AND DENTAL INSURANCE**

Group hospital, major medical and dental insurance plans shall be procured by the NTDSE and made available to all bargaining unit employees. The provisions covering payment of premiums for such coverage are:

- A. Seventy-five percent (75%) of single and family membership shall be paid by the NTDSE toward hospital and major medical insurance coverage premiums for all full-time Paraprofessionals.
- B. Paraprofessionals may elect health insurance coverage through a Health Maintenance Organization. In such a case, the NTDSE shall

pay the same percentage toward the H.M.O. premium that it pays toward the premium of the primary group hospital and major medical plan offered by the NTDSE.

- C. Eighty-five percent (85%) of single and family membership premiums shall be paid by the NTDSE toward dental insurance coverage for all full-time Paraprofessionals.
  
- D. The parties agree to create a standing "Insurance Committee" comprised of two (2) members appointed by the NTFSET, two (2) members appointed by the NTFSETA and four (4) members appointed by the Board. The Committee will regularly meet (in no event less than once each school year) to review and analyze the District's Major Medical Insurance Plan and to consider ways to reduce premiums and contain insurance costs. The Committee will work collaboratively with NTDSE, the Business Manager and available human resources [such as NTDSE insurance consultants] to obtain information necessary to make decisions regarding possible changes and options to the Plan to contain premium costs. The Committee may, upon majority vote [and ensuing approval by the NTDSE Board and by the Unions] agree to change the Plan [including but not limited to changing Plan administrators, deductibles, co-pay levels, out-of-pocket limits, type of coverage, carriers] in order to reduce costs and premiums. If it appears that premium rates will increase for any of the HMO or PPO coverages by ten percent (10%) or more from one plan-year to the next, the Committee will meet and use all good faith efforts to approve ways to reduce such premium increases for that coverage to less than ten percent (10%).

If the Committee is unable, by majority vote to approve such changes, or the parties do not approve such changes, any

premium increases in excess of ten percent (10%) will be split equally between NTDSE and the employee.

The parties further agree that the fifty-fifty percentage split described in this section will not become effective unless or until the premiums for the specific plan coverage's-increase by an amount greater than 10% of the rates in effect from July 1, 2006 through June 30, 2007 as set forth in the "NTDSE 2006-2007 Health Care Plan Premiums" rate sheet..

Illustrations of the insurance committee's intent can be found in Exhibit A of this Agreement.

- E. Employees who elect not to take any hospital and major medical insurance under any NTDSE PPO or HMO plan for themselves or for their dependents or families, will receive an additional Five Hundred Dollars (\$500.00) each school year to be paid in equal amounts over the year. Employees who take or receive insurance coverage through an insurance exchange established under the 2010 Insurance Reform Act are not eligible for the Five Hundred Dollar (\$500.00) cash in lieu of option. Employees are not to be covered under both the District's Medical and Hospital Insurance Plan and any other Major Medical Health Insurance Plan.

#### **12.4 INSURANCE COVERAGE FOR RETIRED EMPLOYEES**

Insurance coverage, the premium to be paid in full by the NTDSE until the retiree is eligible for Medicare, is extended to all bargaining unit members who retire from the Niles Township District for Special Education (NTDSE) after reaching age sixty (60), providing the bargaining unit member has been a full-time employee of the NTDSE for at least twenty years.

The bargaining unit member must have been a participant in the hospital, major medical and dental insurance program during the year prior to retirement.

The coverage extended is as follows:

- A. Single medical insurance for the Paraprofessionals if the Paraprofessional had single coverage at the time of the retirement.
- B. Dental insurance (single or family) and life insurance which was in effect at the time of retirement.

#### **12.5 TRANSPORTATION**

- A. The current I.R.S. rate shall be allowed a bargaining unit member who is authorized to drive his/her private automobile on school business. Reimbursement for other means of travel such as train or airline shall be considered when the mileage is beyond two hundred (200) miles from Morton Grove. Requests for mileage reimbursement must be submitted to the NTDSE Superintendent for approval at least five days prior to the date of travel except in cases of emergency.
- B. All necessary expenses of attending conventions shall be submitted to the Superintendent for his/her approval, and payment shall be made only after his/her review and approval.

#### **12.6 RETIREMENT STIPEND**

Paraprofessionals, who have been employed by the Niles Township District for Special Education (NTDSE) for at least fifteen (15) years, shall qualify for a lump sum, post-retirement stipend. After fifteen (15) years of

service, bargaining unit members shall receive a retirement stipend to be calculated as follows:

- A. First ten (10) years of service: \$500.00 per year of service,
- B. Next five (5) years of service: \$550.00 per year of service,
- C. Next five (5) years of service: \$600.00 per year of service,
- D. All remaining years of service: \$650.00 per year of service.

If the bargaining unit member submits an irrevocable letter of intent to retire to the NTDSE Superintendent no later than February 1 prior to his/her final year of service, the stipend shall be paid out between thirty-one (31) and sixty (60) days after the employee's last day of work or issuance of the employee's last paycheck whichever is later. These sums are intended to be one time, lump sum, non-creditable payments not subject to the Illinois Municipal Retirement Fund (IMRF).

**12.7 FRINGE BENEFITS FOR PART-TIME EMPLOYEES**

Fringe benefits shall be provided to all regularly employed part-time bargaining unit members on a pro-rata basis.

**12.8 IN-SERVICE TRAINING**

The NTDSE agrees to provide in-service training opportunities to Paraprofessionals. If such in-service training is scheduled outside the regular work day, the NTDSE shall compensate Paraprofessionals for time spent in training at their regular hourly rate.

## **ARTICLE XIII – GRIEVANCE PROCEDURE**

### **13.1 DEFINITION**

A grievance is defined as a written claim that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. No grievance shall be processed or entertained unless it is filed within fifteen (15) days after the occurrence of the event giving rise to the grievance. All time limits shall consist of school days, except that when a grievance is submitted fewer than fifteen (15) days before the close of the school year, time limits shall consist of business days.

### **13.2 GRIEVANCE PROCESS**

#### **Step 1**

The grievant shall file his grievance in writing with his/her immediate supervisor within fifteen (15) school days of the occurrence of the event-giving rise to the grievance. The immediate supervisor shall confer with the grievant within fifteen (15) school days after receipt of the grievance in an attempt to resolve the grievance. A decision in writing shall be rendered to the grievant within ten (10) days of the conference.

#### **Step 2**

If a satisfactory agreement is not reached at Step 1, the grievant may appeal to the NTDSE Superintendent in writing within fifteen (15) school days after the grievant has received the decision of the immediate supervisor. The NTDSE Superintendent shall confer with the grievant within fifteen (15) school days after the receipt of the appeal and a written decision shall be rendered by the NTDSE Superintendent within ten (10) school days of the conference.

### **Step 3**

In the event the grievant is not satisfied with the disposition of his/her grievance at Step 2, the grievance may be submitted to binding arbitration within fifteen (15) school days after receipt of the NTDSE's answer in Step 2. The parties shall attempt to agree upon an arbitrator within fifteen (15) school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within the fifteen (15) day period, the parties shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the standard operating procedures set forth by the American Arbitration Association. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. He shall consider and decide only the specific issues submitted to him in writing and shall have no authority to make any decisions or recommendations on any other issue not so submitted to him. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The fees of the arbitrator shall be split between the parties.

## **ARTICLE XIV – REDUCTION IN FORCE**

### **14.1 NOTICE TO UNION**

The Niles Township District for Special Education (NTDSE) shall advise the Union of any proposed reduction-in-force and shall seek the Union's views on the matter prior to taking action.

### **14.2 STAFF REDUCTIONS**

In the event that a decision is made to reduce the number of Paraprofessionals employed by NTDSE, NTDSE shall follow the provisions of Section 10-23.5 of the School Code (105 ILCS 5/10-23.5).

### **14.3 CONTINUOUS SERVICE INTERRUPTION**

Continuous service shall be defined as the length of continuous service as an employee of NTDSE and shall be interrupted only by dismissal for cause, resignation, or retirement.

## **ARTICLE XV – NO STRIKE CLAUSE**

The Union agrees not to strike, not to engage in work stoppages and not to picket in any manner which would disrupt the operation of any public school in the Niles Township District for Special Education (NTDSE) to which bargaining unit employees are assigned or the administrative offices of the NTDSE for the duration of the Agreement.

## **ARTICLE XVI – NEGOTIATIONS PROCEDURE**

### **16.1 GOOD FAITH NEGOTIATIONS**

The parties agree that their duly designated representatives shall negotiate in good faith with respect to wages, hours and terms of employment. Each party shall select its own representatives.

### **16.2 START OF NEGOTIATIONS**

The NTDSE and the Union agree to start negotiations to secure a Successor Contract not later than March 1 in the final year of this Agreement.

### **16.3 UNION’S RIGHT TO INFORMATION**

The Union shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the Niles Township District for Special Education (NTDSE) including the annual financial statement and the adopted budget. In addition, the NTDSE and administration shall grant reasonable requests for other readily available and pertinent information which may be relevant to negotiations. Nothing herein shall require the administrative staff to research and assemble information.

### **16.4 NTDSE’S RIGHT TO INFORMATION**

The Union shall furnish copies of any readily available and pertinent information as reasonably requested by the NTDSE.

**16.5 SIGNING OF TENTATIVE AGREEMENTS**

During negotiations, tentatively agreed upon materials shall be prepared and initialed prior to adjournment of the meeting at which tentative agreement was reached.

**16.6 REQUEST FOR MEDIATION**

If agreement is not reached within forty-five (45) days of the commencement of negotiations, either party may declare to the other in writing that an impasse exists and call for a mediator.

**16.7 SELECTION OF A MEDIATOR**

When an impasse has been declared, the Federal Mediation and Conciliation Service or American Arbitration Association shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives, or both, either jointly or separately.

## **ARTICLE XVII– EFFECT OF AGREEMENT**

### **17.1 COMPLETE UNDERSTANDING**

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

### **17.2 INDIVIDUAL CONTRACTS**

The terms and conditions of this Agreement shall be reflected in individual contracts, if any.

### **17.3 SAVINGS CLAUSE**

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

### **17.4 PRECEDENCE OF AGREEMENT**

If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment, the written terms of this Agreement shall govern. If there is any conflict between the written terms of this Agreement and written NTDSE Governing Board policies or written NTDSE rules and regulations which may from time to time be in effect, the written terms of this Agreement shall govern.

**17.5 TERM OF AGREEMENT**

This Agreement shall be in effect upon ratification by the Board and the Union. Unless otherwise specified, all provisions and benefits contained herein shall be retroactively effective from that date. It shall remain in full force and effect until the day prior to the start of the 2019-2020 school term.

APPROVED AND SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

IN WITNESS THEREOF:

For the Niles Township Federation  
Of Special Education Paraprofessional(s)  
(NTFSETA)  
Local 1274, IFT/AFT, AFL-CIO

For the Niles Township  
District for Special Education  
Governing Board  
Cook County, Illinois

\_\_\_\_\_

President

\_\_\_\_\_

Board President

\_\_\_\_\_

Secretary

\_\_\_\_\_

Board Secretary

**SIDE LETTER**

1. The NTDSE will strive to minimize times in which a Paraprofessional remains in the classroom without the direct presence of the classroom teacher for more than sixty continuous minutes during the normal workday. However, in such situations, the NTDSE agrees to compensate the Paraprofessional at the overtime rate for any such time.

APPROVED AND SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

IN WITNESS THEREOF:

For the Niles Township Federation  
Of Special Education Paraprofessionals  
(NTFSETA)  
Local 1274, IFT/AFT, AFL-CIO

For the Niles Township  
District for Special Education  
Governing Board  
Cook County, Illinois

\_\_\_\_\_

President

\_\_\_\_\_

Board President

\_\_\_\_\_

Secretary

\_\_\_\_\_

Executive Director

**MEMORANDUM OF UNDERSTANDING**  
**ON GASTRO-INTESTINAL TUBE (G-TUBE) FEEDING OF**  
**STUDENTS**

The parties acknowledge that it is of critical importance for students to receive nourishment during the school day, but equally important that any feeding be performed in the safest way possible utilizing appropriate staffing resources. Toward these ends, the parties agree that teachers and Paraprofessionals will G-tube feed students only pursuant to the following conditions:

1. Gastro-intestinal tube feeding (G-tube) of any student by teachers or Paraprofessionals is contingent on NTDSE receiving authorization in writing by the student's parent or guardian acknowledging and permitting a teacher or Paraprofessional to G-tube feed the student.
2. NTDSE, pursuant to 105 ILCS 5/10-20.20, hereby indemnifies and holds harmless teachers and Paraprofessionals and employees from any liability for the performance of tasks in the G-tube feeding process.
3. NTDSE shall establish an initial training program for G-tube feeding which shall cover the proper techniques for feeding.
  - A. Training shall be provided by the NTDSE nursing staff and whenever possible, parents will be included in the training.

- B. Training will include but not be limited to connecting the tube, flushing the tube, disconnecting the tube, setting and regulating the flow of food, how to identify trouble signs or discomfort of student, how to handle unexpected occurrences (such as unexpected tube disconnection, tube clogging, missing supplies, or the like) and when to call the nurse, administrators or medical personnel for assistance.

G-tube feeding by employees will be directly supervised by a nurse until the employee is able to independently complete all required steps of the assigned student's feeding. NTDSE shall also provide an annual refresher training program to be held at the start of every school year on G-tube feeding. In addition, teachers or Paraprofessionals may seek assistance of NTDSE nursing staff if additional training or support is needed at any time during the school year. Once initial training is completed, the teachers or Paraprofessionals shall sign off verifying receipt of training. Sign off shall be required at the completion of refresher training each year.

- C. Only trained teachers and Paraprofessionals shall be required to perform tasks associated with g-tube feedings.

4. Before an individual student is G-tube fed by a teacher or a Paraprofessional, the NTDSE nursing staff, Superintendent or designee and affected employees will review each G-tube feeding case to determine whether a teacher and/or Paraprofessional may safely perform the G-tube feeding process or any part thereof. Any G-tube cases which are deemed to be complex or which involve any risk, whatsoever, of complications or injury to the student will not be performed by teachers or Paraprofessionals. Decisions and instructions for G-tube feeding shall be detailed in an individual care plan for the student. Written procedures for G-tube feeding will be available at all times to the staff.
  
5. NTDSE will endeavor to have G-tube feeding performed by teachers and Paraprofessionals who are comfortable with the process, but the parties acknowledge that the task may be assigned if there are insufficient teachers or Paraprofessionals who voluntarily agree to perform the task. All newly hired teachers and Paraprofessionals will be expected to G-tube feed students.

**MEMORANDUM OF UNDERSTANDING**  
**REGARDING LENGTH OF WORK YEAR**

Paraprofessionals will work and be paid on a one hundred and seventy-eight (178) day school year. Also, each school year, NTDSE will offer Paraprofessionals an additional six hours and fifteen minutes of professional development activities for which Paraprofessionals will be paid their hourly rate.

## Exhibit A

The following illustrations (scenarios A and B) pertain to Article XII, Section 3, Sub-section D of this agreement.

Scenario A: "The Insurance Committee makes changes to benefit levels"

Year	Rate	10% trigger
2015-2016	\$400	\$440

Year	Rate	Projected rate for 2016-2017	Percent increase
2015-2016	\$400	\$467	16.75%

Committee acknowledges that the 10% trigger has been activated and the committee meets and they agree to changes benefit levels. They come up with the following premium savings.

Year	Rate	Projected rate for 2016-2017	Percent increase
2015-2016	\$400	\$387	-3.25%

The following year the increases are as follows.

Year	Rate	Projected rate for 2017-2018	Percent increase
2016-2017	\$387	\$435	12.4% ACTUAL but effective increase is only 9.15% (12.4-3.25=9.15%)

The increase of 12.4% is greater than 10% but the parties have not yet achieved the original "threshold of \$440" because the effective increase is only 9.15% when you factor in the premium savings of the year before so the trigger has not been activated. The board covers 75% of the premium and the employee 25%.

Year	Rate	Projected rate for 2018-2019	Percent increase
2017-2018	\$435	\$460	5.7%

The increase is 5.7%. The increase from one year to the next is not 10% so the trigger does not kick in. The board covers 75% of the premium and the employee 25%.

### Exhibit A (continued)

Scenario B: “The Insurance Committee cannot agree and the 50-50 sharing is implemented”

Year	Rate	10% trigger
2015-2016	\$400	\$440

Year	Rate	Projected rate for 2016-2017	Percent increase
2015-2016	\$400	\$467	16.75%

Committee acknowledges that the 10% trigger has been activated and the committee meets and CANNOT agree to changes benefit levels. They split the amount over 10% 50-50.

2016-2017 premium	Board share	Employee share	Total
\$467	75% of 400=\$300 75% of 10%=\$30 <u>50 % of 6.75%=\$13.50</u> \$343.50	25% of 400=\$100 25% of 10%=\$10 <u>50% of 6.75%= \$13.50</u> \$123.50	\$343.50 <u>\$123.50</u> \$467.00

The committee monitors the increase for the next year and the following increases come in.

Year	Rate	Projected rate for 2017-2018	Percent increase
2016-2017	\$467	\$510	9.2%

The 10% threshold is not met and no changes are made, the board picks up 75% of the premium increase and the employee picks up 25%.

2017-2018 premium	Board share	Employee share	Total
\$510 (\$43 increase)	06-07 \$343.50 <u>75% of increase= \$32.25</u> \$375.75	06-07 \$123.50 <u>25% of increase=\$10.75</u> \$134.25	\$375.75 <u>\$134.25</u> \$510

## MEMORANDUM OF UNDERSTANDING REGARDING “DOCK DAYS”

NOW COME the Niles Township District for Special Education #807 Governing Board (hereafter, the “Board”) and the Niles Township Federation of Special Education Teachers, Local 1274, IFT/AFT, AFL-CIO, and the Niles Township Federation of Special Education Paraprofessionals Local 1274, IFT/AFT, AFL-CIO and agree as follows:

1. Certain individuals in the 2006-2007 school year requested “dock days,” i.e., requested that they be granted unpaid leaves of absence for reasons which did not correspond to any reasons recognized under 2006-2009 Collective Bargaining Agreements as bases for being absent from work. They also requested that for the period of these absences, the District continue to pay its share of fringe benefits and insurance premiums even though these individuals were to be on unpaid leave status.
2. The parties agree that these individuals will be permitted to use “dock days” as requested up to and including May 1, 2007 and that the District will pay and pick up its share of fringe benefits and insurance premiums for the unpaid “dock days” taken up to May 1, 2007.
3. Beginning May 1, 2007, the parties recognize that employees, teachers and Paraprofessionals, are not entitled to “dock days” and that unless the leave corresponds to a leave recognized by the current Collective Bargaining Agreements between the District and its Unions, the Superintendent need not grant these requests for leaves, paid or unpaid.
4. If an employee has exhausted his or her sick leave, the Superintendent may grant an unpaid leave of absence in the event that an employee is ill and has produced evidence in the form of a doctor’s note verifying that the employee was ill and unable to attend to work. The parties acknowledge that employees are still expected to meet the regular attendance standards of their positions.
5. At the sole discretion of the Superintendent or designee, in the event of an unavoidable event that cannot be rescheduled in any way, and which would cause significant hardship to the employee, the Superintendent may grant an unpaid leave day.

6. If the Superintendent grants or an employee takes on unpaid leave for any reason, (FMLA leave excepted) the employee shall bear the full cost of the fringe benefits for that day or days, including the District's share of the insurance premium.

NILES TOWNSHIP DISTRICT FOR  
SPECIAL EDUCATION #807  
GOVERNING BOARD

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Superintendent (date)

NILES TOWNSHIP SPECIAL  
EDUCATION PARAPROFESSIONALS  
Local 1274, IFT/AFT, AFL-CIO

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President (date)