

**AGREEMENT
BETWEEN**

**ADMINISTRATIVE BOARD
LIVINGSTON COUNTY SPECIAL SERVICES UNIT**

AND

**LIVINGSTON COUNTY SPECIAL SERVICES UNIT
PROFESSIONAL EMPLOYEES ASSOCIATION
IEA/NEA**

2012-2016

LIVINGSTON COUNTY SPECIAL SERVICES UNIT

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ARTICLE I RECOGNITION

The Administrative Board of Livingston County Special Services Unit, Livingston County, Illinois, hereinafter referred to as the "Board," hereby recognizes the Livingston County Special Services Unit Professional Employees Association, affiliated with the Illinois Education Association (IEA) and the National Education Association (NEA), hereinafter referred to as the "Association" as the sole and exclusive representative of all regularly employed full and part-time certificated school psychologists, school social workers and work/study coordinators, vocational teachers, prevention/intervention team members, and day treatment classroom teachers, specifically excluding the director, program supervisors, all managerial, supervisory and confidential personnel, substitutes and non-certificated personnel.

The Part-time personnel included in the unit shall receive salary and benefits based on their fractional employment status, subject to the requirements of the insurance carriers.

All reference to teacher or employee is the same as bargaining unit member.

**ARTICLE II
NEGOTIATIONS PROCEDURES**

- 2.1** Negotiations shall begin no earlier than April 1. All items proposed for negotiations shall be presented in writing by the Association at the first session.

The Board will present in writing their counterproposals within 30 days of the date they received the Association's initial package.

- 2.2** Bargaining sessions shall be closed to the public. Dates of meetings shall be determined by mutual agreement. Meetings shall generally last two (2) hours, except either party may adjourn a session at an earlier time and both parties may mutually agree to extend a session.

- 2.3** Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals, and to seek tentative agreements.

Tentative agreements shall be reduced to writing and initialed by the spokesperson of the respective teams at the meeting the tentative agreement is reached, and upon final agreement the entire contract shall be submitted to the Association for ratification and subsequently to the Administrative Board for adoption.

- 2.4** Whenever mediation is initiated or invoked under the procedures set forth in the IELRA, the Federal Mediation and Conciliation Service shall be contacted for mediation purposes. If FMCS is unavailable for mediation services, the parties may stipulate to defer selection of a mediator in accordance with rules adopted by the IELRB.

- 2.5** Each party shall elect its own representatives not to exceed five (5) in number.

ARTICLE III WORKING CONDITIONS

3.1 Work Day

Bargaining unit members will not be required to work more than seven and one-half (7.5) hours per day, with bargaining unit members' office (or teaching) hours from 8:00 a.m. - 3:30 p.m., with a half-hour duty-free lunch, except for:

- A. Staff meetings - not more than one (1) a month on a weekday with one (1) week prior notice;
- B. Mutually scheduled appointments with staff members, parents, students and representatives of member districts;
- C. The work year is 190 days (Professional staff are allowed flexibility in scheduling the 190 days work calendar as jointly approved by the employee and the Director);
- D. Bargaining unit members in the Work Study Program will be allowed to work 5 days prior to the start of the school calendar and conclude at the end of the school calendar;
- E. Unless other arrangements are approved by the Director, all employees must attend the LCSSU Orientation Day.

3.2 Bargaining unit members are expected to retain some flexibility in scheduling during the work day. These schedules will be reviewed and are subject to approval by the Director. This does not preclude or limit management's right to direct bargaining unit members.

3.3 Bargaining unit members will be paid on the 20th day of each month. If the 20th day of any month falls on a Saturday, Sunday, or a holiday, bargaining unit members will be paid on the last working day preceding the weekend or holiday.

3.4 To start each work day, an employee may file for mileage to work locations based on the shorter distance of either the distance from the employee's home or from the LCSSU Central office to the work site. During the work day travel from work sites will be reimbursed based on the LCSSU chart of distances between work site (schools) to work sites. At the end of the work day, mileage will be based on the shorter distance of the end of the day work site to either the employee's home or the LCSSU central office. Mileage reimbursement will be adjusted annually at the IRS rate established August 1. In the event of a mid-year adjustment to the IRS mileage rate, the rate will be increased at the Director's discretion.

3.5 Each bargaining unit member shall receive a copy of this Agreement within fifteen (15) days after the Board approves the agreement.

3.6 Bargaining unit members shall have the right to authorize payroll deductions for the following:

- A. Tax-sheltered annuities
- B. Insurance programs

In no case shall bargaining unit members authorize payroll deductions within ten (10) working days prior to a pay date. After such time, bargaining unit members shall be limited to one (1) authorization change per program per work year. Change shall be defined as the enrollment or any change in the amount of money deducted at any time during the work year unless otherwise required by law or set forth in a plan document or insurance contract.

3.7 **Dues Deduction**

- A. Any employee who is a member of the Association may sign and deliver to the Board office an assignment authorizing deduction of Association dues in the amount specified by the local. The Assignment shall specify the total amount of monthly dues. Such authorization and assignment shall continue in effect for the life of this Agreement unless canceled by the originating employee. The assignment may be canceled at any time upon written notice to the Board by the employee who originally authorized this deduction.
- B. The Board will deduct monthly dues beginning in September and continuing through June when assignment cards have been received, providing that the Board has no responsibility for collecting past or overdue dues. It shall be the responsibility of the Association to collect directly from the employee:
 - 1. dues owed after cancellation of a deduction authorization;
 - 2. dues owed before the time the deduction authorization became effective;
 - 3. dues missed because of insufficient earnings;
 - 4. dues owed after termination of employment or during a leave of absence without pay.
- C. The Board shall remit monthly to the treasurer of the Association on the total amount of money deducted for that period. The first such payment shall be made by the fourth Friday of September of any school year and by the fourth Friday of each month thereafter. Such remittance will be accompanied by a listing of the names of teachers from whose salary the dues were deducted.
- D. The Association agrees to save the Board harmless against any and all claims, demands, suits or other forms of liability pertaining to dues deduction.

3.8 Fair Share

- A. It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all employees who are beneficiaries of said Agreement. To this end, effective with the commencement of the forthcoming school year, if employees, except for those who were non-members in 92-93 do not join the Association, they will:
1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration; or
 2. Pay directly to the Association a like sum.
- B. In the event such an authorization is not signed or such direct payment is not made within thirty (30) days following the commencement of the employment of the employee or the effective date of this Section, whichever is later, the Board will deduct from the regular salary check of the employee the fair share fee in payments of equal installments, starting with the subsequent payroll period, provided:
1. The Association 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 Association has annually certified in writing to the Board the amount of such fair share fee and has annually certified in writing to the Board that such notice has been posted.
- C. The parties expressly recognize the right of the employees to challenge the amount of fair share. The parties acknowledge that such challenges will be handled pursuant to rules adopted by the IELRB.
- D. The Association agrees to indemnify and save the Board harmless against any claims, charges, demands, suits, or other forms of liability which may arise by reason of any action taken or omitted by the Association or the Board in complying with the provisions of this Section, including reimbursement for any legal fees or expenses incurred in connection therewith.

3.9 Evaluation

- A. The LCSSU evaluation plan has been developed through negotiations and will not be changed except by mutual agreement through negotiations. Should the law require changes to the evaluation plan, said changes shall be made in accordance with the law notwithstanding anything to the contrary in this provision. It is understood that the ratings and judgments of the evaluators are not subject to the grievance procedures. The LCSSU Administration and Association shall form a PERA Joint Committee composed of an equal number of representatives from the Administration and Association. The PERA Joint Committee shall operate pursuant to Section 24A of the *Illinois School Code*.

3.10 Each May the Association will be requested to recommend any modifications to the Employee Handbook. At the start of each school year all employees will receive a copy of the updated Employee Handbook.

ARTICLE IV GRIEVANCE PROCEDURE

4.1 **Definition** -- A grievance is a claim by a Bargaining Unit member or the Association involving an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

Time Limits -- All time limits consist of work days. Except when a grievance is submitted fewer than ten (10) days before the close of the current contract term then time limits shall consist of all week days. Timelines may be extended by mutual written consent.

Informal Adjustment -- Nothing contained herein shall be construed as limiting the right of any Bargaining Unit member having a potential grievance to discuss the matter informally with his/her Director and having the potential grievance adjusted, provided the adjustment is not inconsistent with the terms of the agreement.

4.2 **Procedure**

4.2.1 Step 1

The grievant may present the grievance in writing to the Director within seventeen (17) days of the event giving rise to the grievance, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant shall specify in writing the article and clause alleged to have been violated and stating the remedy sought. The Association's representative, the grievant, and the Director shall be present for the meeting. Within ten (10) days of the meeting, the grievant shall be provided with the Director's written response.

4.2.2 Step 2

If the grievance is not resolved at Step 1, then the Association or grievant may refer the grievance to the Administrative Board or the Administrative Board's official designee within ten (10) days after receipt of the Step 1 answer. The Administrative Board shall arrange with the Association representative for a meeting to take place within ten (10) days of the Administrative Board's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Administrative Board's written response.

4.2.3 Step 3

If the Association is not satisfied with the disposition of the grievance at Step 2, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association which shall act as administrator of the proceedings. If a demand for arbitration is not filed with the Administrative Board or designee within thirty (30) days of the date of the Step 2 answer, then the grievance shall be deemed withdrawn.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issues presented to him/her in writing by the Special Services Unit and the Association, and his/her decision must be based only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

4.3 Representation

The grievant shall have the right to have a local representative present at Step 1, and any representative at Step 2, if requested. The Director shall have a right to have a local witness present at Step 1. The Board shall have the right to have any representative present at Step 2.

4.4 Bypass

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

4.5 Class Grievance

Class grievances involving two or more Bargaining Unit members may be initially filed directly by the Association at Step 2.

4.6 No Reprisals Clause

No reprisals shall be taken by the Board or the Director against any Bargaining Unit member because of the member's participation or refusal to participate in a grievance.

4.7 Grievance Withdrawal

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

4.8 Costs

Each party shall share equally the cost of the arbitrator and the AAA. Each party shall bear the full costs for its representation in the grievance procedure.

4.9 Court Reporter

If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Association.

4.10 Postponement

If only party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

4.11 Settlement

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

4.12 Released Time

The handling or processing of any grievance including arbitration hearings, shall be conducted so that work activities of the grievant or the staff are not interrupted. Arbitration hearings will not be held during the work day, except by mutual consent.

4.13 No Written Response

Failure of a Bargaining Unit member or Association to act on any grievance within the prescribed time limits will bar any further appeal. An Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual consent.

4.14 Records

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

This does not preclude, however, the right of the Board to utilize said records in any future discipline or discharge proceedings against any Bargaining Unit members.

4.15 AAA Rules

By mutual agreement, the Expedited Arbitration Rules of the American Arbitration Association may be used instead of the voluntary Labor Arbitration Rules.

ARTICLE V LEAVES

5.1 Sick Leave

Regular full-time certificated staff shall be entitled to an annual sick leave allotment according to the following schedule based on years of actual service with the Cooperative:

0-5 years=	12 days
6-12 years=	13 days
13+ years=	14 days

Unused sick leave shall accumulate to a maximum of three hundred fifty days (350) days for the 2012-13 school year and to a maximum of three hundred sixty days (360) days beginning with the 2013-14 school year, including the leave of the current year.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness, or death in the immediate family or household, or birth, adoption, or placement for adoption. The Director and/or his designee shall monitor the use of employees' sick leave. The first three days (if needed) for a death in immediate family will not be charged against accumulated sick leave. Pursuant to the Illinois School Code, use of sick leave for adoption or placement for adoption is limited to thirty (30) sick leave days.

For the purpose of sick leave "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

After an absence of three (3) days for personal illness or thirty (30) days for birth, the employee may be required to furnish a physician's certificate of treatment or as the Board or designee may deem necessary in other cases.

5.1a Sick Leave Bank

1. The Sick Leave Bank is a voluntary bank of employee sick leave days administered by a committee, which shall be used only by participating employees or dependent children for serious, long-term or debilitating illnesses. All full-time bargaining unit members are eligible to participate in the Sick Leave Bank. Participation in the Sick Leave Bank will be determined at the beginning of each school year with a donation of one day to the Sick Leave Bank. Unused days in the Sick Leave Bank will accumulate to the following year.
2. Monthly reports on the status of the Sick Leave Bank, including the number of days remaining, will be provided to the Sick Leave Bank committee.
3. In the event that the Bank day accumulation falls below seventy-five (75) days, an additional assessment of one (1) day may be taken from each employee who has not yet contributed a total of five (5) lifetime days unless he/she notifies the Sick Bank Committee that they wish to be a

non-participant in the bank **OR** employees who do not have any accumulated sick leave days at the time of the additional assessment and wish to continue membership in the Bank shall be assessed one day when he/she gains additional sick leave. (*Note: This clause will be into effect at the point when the Sick Leave Bank accumulates its first seventy-five (75) days.)

4. Sick days contributed to the Sick Leave Bank are a permanent contribution.
5. No more than one additional assessment will be required in the same school year.
6. Five (5) days is the total number of days required for donation to the Sick Leave Bank by each employee over their lifetime employment with the organization.
7. Employees may add additional days beyond the 5 required days at any time.
8. **PROCEDURE FOR USE OF SICK LEAVE BANK**

Any employee who is a member of the Sick Leave Bank shall be entitled to draw from the Bank provided the following conditions are met:

- a. The employee has used all his/her personal accumulated sick days and personal days.
- b. The employee shall produce a doctor's certificate as proof of need.
- c. In order to access the Sick Leave Bank the employee must be absent with the same illness for more than three (3) consecutive days. No days are reimbursed from the Sick Leave Bank until the employee has used ten (10) unpaid days. After the employee has used ten (10) unpaid days, the first three days of that time will be granted as sick leave from the Sick Leave Bank.
- d. A non-tenured employee may apply to withdraw a maximum of ten (10) days in full-day units per school year. A tenured employee may apply to withdraw an additional ten (10) days to a maximum of twenty (20) total days in one school year. Employees who have exhausted their maximum withdrawal of ten (10) or twenty (20) days will begin the following year with ten (10) days per year of continuous membership in the Bank following the use of their maximum benefit.
- e. Employees who elect to discontinue membership in the Bank, but elect to continue membership in a future year, shall be entitled to ten (10) days for each year of continuous membership following their re-enrollment.
- f. The maximum cost to the Sick Leave Bank will be seventy-five (75) days in one year.
- g. The Sick Leave Bank is not subject to the grievance procedure.

- h. The maximum number of days that any contribution member may draw from the bank is a total of sixty (60) days during that employee's lifetime employment with the organization.
 - i. Days from the Sick Leave Bank shall not be applicable to any disability related to a medical procedure which could safely be deferred until a vacation, recess, or other non-work day(s) or hour(s).
- 9. An employee who is eligible to receive disability benefits under the Illinois Workers' Compensation Act or who is eligible to receive disability benefits with the Illinois Teacher's Retirement System shall not be eligible to receive compensation through the Sick Leave Bank for the same days applicable to Workers' Compensation or TRS. LCSSU will follow the Workers' Compensation rules for employees that lose work time for work related injuries.
- 10. Within five (5) workdays after receipt of the request, the committee shall determine if the requested day(s) should be approved; provided there are sufficient days available in the Sick Leave Bank.
- 11. If the requested days from the Sick Leave Bank are approved, the committee shall notify the Director of the name of the employee and the number of days that are being approved from the Sick Leave Bank. The employee submitting such request will be advised in writing by the committee if the requested days are approved or not approved. A copy of this notice will be given to the Director or his designee.
- 12. At no time may more days be withdrawn from the Bank than have been contributed by the employees to the Sick Leave Bank.
- 13. Sick Leave Bank Committee

The Sick Leave Bank Committee shall consist of the director and the IEA-NEA president or their designees. Joint approval of both the Director and the IEA/NEA Sick Bank Committee is required for an employee to use the Sick Bank.

5.2 Personal Leave

Each staff members shall be allowed up to two (2) personal leave days per year which, if not used within the school year granted, shall accumulate as sick leave days. Use of personal leave days is subject to the following conditions:

- A. Two school days written notice must be given prior to the use of such personal day (except in the case of an emergency).
- B. Personal leave days may not be used on any school day immediately before or after a holiday unless prior approval is given by the Director.

5.3 Professional Development Leave

Each Bargaining Unit member may use four (4) professional days per year to attend a workshop in their field. These leave days are subject to the following conditions:

- A. Written request must be given to the Director at least fifteen (15) days prior to the scheduled workshop. This time limit may be waived by the Director.
- B. The leave days are subject to the approval of the Director. In the event the leave is denied, a written explanation will be provided to the employee citing the reason for the denial to attend.
- C. The Bargaining Unit member shall be reimbursed the registration fee, meals, hotel and mileage for two of the four days of professional development leave. The last two days may be reimbursed, at the Director's discretion, provided in-service funds are available. Professional leave is only allowable for workshops in Illinois as defined by the Illinois State Board of Education. No out-of-state conference attendance will be paid by LCSSU. Total reimbursement for meals will be \$30 per day.
- D. The Bargaining Unit member shall pay all expenses including the registration fee, meals, hotel and mileage for the additional two days of professional development leave if in-service funds are unavailable.
- E. The decision for reimbursement for the second two days will not be subject to the grievance procedure.
- F. The Director may assign staff members to attend additional workshops at his/her discretion.

5.4 Association Leaves

A total of one (1) Association Day may be used to attend a regional, state or national meeting of the Association. The representative who takes this leave will have the option of using one of his/her personal leave days or working an extra day that is otherwise not a scheduled work day. The Director must be given fifteen (15) days advance written notice. No travel, hotel, registration or meals will be reimbursed for employee attendance at an IEA/NEA meeting.

5.5a Family and Medical Leave

- 1. Full-time certified employees who have been employed by LCSSU for 12 months shall be eligible for an unpaid Family Medical Leave Act (FMLA) leave. Employees who satisfy eligibility requirements for a leave under FMLA may request such leave due to their own serious health condition; serious health condition of spouse, child or parent; birth or adoption; or placement of a child and/or any other condition provided for under the FMLA. LCSSU approval of a FMLA leave is required.
- 2. A FMLA leave is granted to an eligible employee who qualifies for such leave for up to twelve (12) weeks in a rolling 12-month period. The 12 weeks of leave are

unpaid unless the employee chooses to use unused accumulated sick, personal, and/or compensatory time during all or a portion of the FMLA leave. Any other leave utilized shall run concurrently with the FMLA leave. For any days of the leave which are unpaid, the employee has the option of having the amount of docked pay prorated over the remaining pay period of the contract year. With respect to a FMLA leave for the birth of an employee's child, the employee (male or female) may use up to thirty (30) sick leave days without providing a medical certification from a physician. For anything over thirty (30) days, a medical certification from a physician verifying the existence of a serious health condition of the employee, spouse or child will be required.

3. Employees who intend to request a FMLA leave are encouraged to notify the Director of Special Education in writing as soon as possible, but must provide such notice at least thirty (30) days before the date the leave is to begin unless the leave is based on an unforeseeable event in which case notice should be given as soon as is practicable. The Director and employee should meet to discuss and write an intended leave of absence plan no later than four (4) weeks prior to the expected leave date, or as soon as possible in the event of an unforeseeable event. The number of accumulated paid days to be used by the employee will be documented in the intended leave of absence plan.
4. During the course of the leave, the employee will retain all tenure rights, seniority, and status on salary schedule upon return. The employee will be allowed to come back to an equivalent position at the same full-time equivalent status. During an approved FMLA leave, LCSSU will continue the employee's health benefits that would have been provided if he/she was working. The employee is still responsible for paying his/her portion of the cost of coverage and late payments may result in cancellation of coverage.
5. To receive a year's experience credit toward advancement on the salary schedule the employee must have worked in LCSSU for 100 days (any combination of paid full-work days and paid sick days) during the year (or partial year) in which the leave was taken.
6. Employees may choose to take a longer unpaid leave not to exceed one (1) year in length, with approval of the Board. Such leave shall be subject to conditions A through E in Section 5.5 of this Article.

5.5 Unpaid Leaves

Leave of absence without pay may be granted to tenured employees who have rendered satisfactory service to the Livingston County Special Services Unit and who desire to return to employment in a similar capacity at a time consistent with the needs of the Livingston County Special Services Unit as determined by the Board.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave consistent with a reasonable continuity of service. Leaves of absence without pay for not more than one year may be granted to tenured employees according to the following conditions:

- A. Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.

- B. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
- C. The employee shall inform the director of his/her intent to return to a similar position no later than February 1 of the school year in which the leave is taken. If the employee fails to inform (the above) the Director prior to February 1, the employee waives his/her right to future employment in the Livingston County Special Services Unit.
- D. Leaves of less than one month, if acceptable and approved by the Director, will not require Board approval nor three months' notice.
- E. The employee on unpaid leave will receive no work experience credit toward advancement on the salary schedule. As part of the conditions of the leave the employee agrees to return to LCSSU to an equivalent position within the cooperative at the same Full Time Equivalency status the employee had prior to the leave provided such a position is available. If the employee requests to return to work at less than the Full Time Equivalence status that he/she had been employed immediately preceding the leave (whether the employee was part or full-time), LCSSU has no obligation to grant the request.

5.6 Before/After School Stipend

1. Certified employees who are required to stay for IEP meetings, problem solving building meetings, Eligibility Review meetings or parent meetings that begin at 7:30 a.m. or earlier or end at 4:00 p.m. or later will be paid a stipend of twenty-five dollars per meeting. Members exceeding allotment need prior approval of Director, or Director's designee for possible additional reimbursement.

All meetings before/after school shall be paid @ \$25.00 per meeting to a maximum of \$1000.00 per year (40 meetings)
2. Verification by a building administrator whenever possible or program supervisor will be turned in to LCSSU central office with monthly records.

**ARTICLE VI
SALARY AND BENEFITS**

Salaries (Appendix 1)

6.1 Initial Placement on the Salary Schedule

Upon initial placement, an employee shall be placed on the salary schedule according to the following criteria:

- A. For those Employees entering with a Bachelor's Degree, the Director may accept or reject any credit past the Bachelor's Degree for any of the following reasons:
1. Its pertinence to the area of assignment.
 2. Its relevance to the certified position.
 3. Whether credit was earned at an accredited institution of higher learning which is a member of National Collegiate Association of Teacher Education.
 4. The grade that was received for the course for which credit is being sought.

- B. For those Employees entering with a Master's Degree

Any course taken in order to receive the appropriate Master's degree as well as any course needed to fulfill state requirements for proper certification shall not count for lane (horizontal) placement beyond the Master's column. A Master's degree is considered a maximum of 40 graduate hours. A Master's degree which requires more than 40 hours will have all hours beyond 40 graduate hours counted for placement in columns beyond the basic Master's degree column.

For those certified positions requiring an internship (a minimum of 185 full days) as part of the precompletion of the Master's Degree will be granted one year step (vertical) on the salary schedule.

- C. For those Employees entering with a Specialist or Doctorate Degree

Any degree held beyond the Master's level (i.e. Specialist, Doctorate) relevant to the position shall receive lane (horizontal) placement as stipulated on the salary schedule.

- D. The Board shall recognize this experience in the same position (i.e. School Psychologist or School Social Worker) for step (vertical) placement on the salary schedule. Such experience shall be recognized on a one for one basis for each full year of experience (a minimum of 185 full days). Prior certificated experience as a school employee but in another capacity (i.e. classroom teacher) shall be given step credit of one step for every two full time years of experience up to a maximum of three steps (vertical) on the salary schedule.

- E. An employee who has worked in a nonpublic school or agency in the same position or in a similar position as determined by the Director shall be given

credit of one step (vertical) for every three full time years of experience up to a maximum of three steps (vertical) on the salary schedule provided that:

1. The prior work was performed while the employee held at least a Bachelor's Degree in the appropriate discipline, and
 2. The employee performed duties were consistent with those expected of Livingston County Special Services Unit employees.
- F. No newly hired employee may receive more than eight years' professional credit for prior work experience
- G. The Board will pay each bargaining members' Teachers' Retirement contribution in full.

6.2 Advancement on the Salary Schedule

Employees who earn credit in graduate courses may advance a lane (horizontally) on the salary schedule provided the following requirements have been met:

- A. The employee shall present a request for course subject approval to the Director in advance;
- B. The Director may accept or reject a course for any or all of the following reasons:
 1. Its pertinence to the area of Assignment.
 2. Its relevance to the certified position
- C. When a request for course subject approval is submitted to the Director, said request shall be granted or rejected within ten (10) days of its submission. If the request is rejected, the Director shall notify the employee in writing of the reasons for the rejection.
- D. Once advance approval for the course is given and the course is completed, the following conditions must be met prior to the employee receiving the appropriate salary schedule placement.
 1. All hours must be earned at an accredited institution of higher learning which is a member of National Collegiate Association of Teacher Education.
 2. Satisfactory completion of a course with a grade of a "B" or better must be demonstrated by either a grade card or other writing bearing the course instructor's signature submitted to the Director by September 1.
 3. An official transcript from the institution demonstrating successful completion must be on file in the District's Administrative Office as soon as it becomes available.

- E. Employees shall be advanced at the appropriate earned step on the salary schedule only at the beginning of the academic year.
- F. Longevity clause: For employees off schedule due to the number of years work experience, an increment of \$1,100 above the final step on the vertical column of the salary schedule is to be paid to those employees reaching said position on the salary schedule.

6.3 Tuition Reimbursement

Employees may be reimbursed for graduate courses subject to the following conditions:

- A. Reimbursement shall be up to one hundred ten dollars (\$110.00) per semester hour up to a maximum of twelve (12) hours per contract year.
- B. Courses must be in the employee's area of responsibility and/or must contribute to the employees' growth and must receive prior approval of the Director.
- C. Courses must be from an accredited university.
- C. Transcripts certifying satisfactory completion with a course grade of "B" or better must be provided to be eligible for reimbursement within thirty (30) days after completion of the course.

6.4 Insurance

With the exception of employees first employed by LCSSU prior to September 15, 2003, the Board shall provide each full-time employee, regardless of the plan selected, a health insurance contribution of \$4,500. For those electing to take group insurance through LCSSU, if the annual increase of the premium exceeds the annual contribution in 2012-2013, the difference will be paid 60% by the board and 40% by the employee.

The Board will contribute \$60.00 per year toward a vision plan.

An insurance committee comprised of association members and other affected employees, will meet annually to review and recommend to the board a plan for health/vision insurance renewals.

The annual Health insurance contribution may be used or divided among the following non-taxable benefits as decided by the employee:

- (1) Purchase health insurance through any health insurance plan; and/or
- (2) Purchase supplemental health insurance, supplemental dental insurance, and/or supplemental vision insurance.

Employees first employed by LCSSU prior to September 15, 2003, will receive an annual Benefit Stipend of \$3,600 and will not receive the annual health insurance contribution described above.

The parties agree that at the time this 2012-2013 Agreement was being negotiated the laws, rules and regulations surrounding the provision of health insurance by employers

were in flux. Therefore, the parties agree that either party may request to, and if so requested, shall reopen Section 6.4 of this 2012-2013 Agreement due to changes and/or interpretations of the *Internal Revenue Code* or other laws affecting the provision of insurance benefits, or rules and regulations thereunder by an official agency. Such request to reopen shall be made in writing.

6.5 Retirement Incentive

For the duration of this Agreement only, any bargaining unit member of Livingston County Special Services Unit (LCSSU) who has completed ten (10) years or more of creditable service with the cooperative, who has contributed to Illinois Teachers' Retirement System (TRS) for twenty (20) years, who is at least fifty-five (55) years of age as allowed by TRS, and whose actual retirement date will not result in a TRS penalty to LCSSU, shall be eligible for retirement incentive.

1. If a bargaining unit member gives the Board an irrevocable notice of retirement by June 30th three (3) years prior to the year of retirement, the Board shall pay the bargaining unit member a six percent (6%) retirement incentive, inclusive of any other increase in compensation, for each of his/her remaining years of services.
2. If a bargaining unit member gives the board an irrevocable notice of retirement by June 30th two (2) years prior to the year of retirement, the Board shall pay the bargaining unit member a six percent (6%) retirement incentive, inclusive of any other increase in compensation, for each of his/her remaining years of service.
3. If a bargaining unit member gives the Board an irrevocable notice of retirement by June 30th one (1) year prior to the year of retirement, the Board shall pay the bargaining unit member a six percent (6%) retirement incentive, inclusive of any other increase in compensation for his/her remaining year of service.

This retirement incentive shall not be available to any bargaining unit member whose retirement would give rise to an Early Retirement Option penalty or any other TRS penalty (such as the 6% excess salary penalty) to the Board. Therefore, once a bargaining unit member has given notice of retirement, the member will receive a 6% salary increase on each year following the notice (up to 3 years) regardless of the stated increase according to the salary schedule. The memorandum of understanding will include an example. Due to the 6% limit (Public Act 94-0004), the individual may receive no additional compensation including, but not limited to, extra duty stipends for work outside of the workday. Also, if a bargaining unit member is unable to continue to perform all extra duties that were used in determining the prior year's creditable earnings for purposes of calculating the 6% salary increase for any given year, the member's compensation shall be reduced accordingly.

To be eligible for the 6% salary increase retirement incentive, the bargaining unit member must not have received an increase in creditable earnings of greater than 6% in any of the three (3) school years immediately preceding the school year in which the 6% salary increase will commence.

The employee shall receive a service recognition payment due and payable ninety (90) days after receipt of his or her final regular paycheck or last day of work, whichever is later. This payment shall be equal to twenty percent (20%) of the employee's final creditable earnings, less any increase in salary from up to the previous three (3) contract years based on the number of year(s) notice of retirement given. This payment shall not be reported as creditable earnings to TRS. Nothing in this provision shall be in any way due or payable until after the employee's receipt of his or her final paycheck and after his or her last day of work. In order to receive any portion of this service recognition payment, the employee must work for and provide substantial services to the Cooperative up until the resignation date indicated in the letter of retirement.

The employee may only rescind the letter of retirement if approved by the Board and the employee reimburses LCSSU all additional monies received from participation in the retirement incentive. In the event the employee's rescission of the letter of retirement results in a retirement date earlier than the date in the original retirement letter, the employee foregoes the service recognition payment referenced in the above paragraph. Notwithstanding the deadline for retirement notification, the Board, in its sole discretion may grant approval of a request for the Retirement Incentive submitted after June 30th. The decision to approve or deny requests under this provision shall be final and not subject to the grievance procedure.

The Board may limit the number of ERO retirees each year per TRS rule

ARTICLE VII TERMS OF AGREEMENT

7.1 No Strike

During the term of this agreement, employees shall not participate in a strike in whole or in part. Strike means an employee's refusal in concerted action with others to report for duty, or his or her willful absence from his or her position, or his or her stoppage of work, or his or her absence in whole or in part from the full, faithful or proper performance of his or her duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment.

7.2 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 for the duration of this Agreement.

7.3 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.

The Association agrees that all negotiable items have been discussed during the negotiations leading to this Agreement, and agrees that negotiations will not have to be re-opened on any item, whether contained in this agreement or not, nor will negotiations be re-opened on the effect of any permissible management action, during the life of this agreement. The operating of schools and the direction of staff are vested exclusively in the Administrative Board.

7.4 Management Rights

The Board shall not be required to bargain over inherent managerial policy which shall include the following areas of discretion or policy:

- A. The functions of the Board
- B. Standards of Service
- C. The Board's overall budget
- D. Selection of new employees
- E. Direction of all employees

7.5 Duration

As of its commencement date, May 19, 2014, this contract supersedes and replaces all past agreements and contracts in place between the parties. As such, this Agreement shall be effective May 19, 2014, and shall continue in effect until June 30, 2016.

7.6 IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this day of May 19, 2014.

For the Livingston County
Special Services Unit
Professional Employees
Association IEA/NEA

For the Administrative Board
Livingston County
Special Services Unit

Co-President

President

Co-President

Secretary

Secretary

Administrative Agent

Appendix 1

SALARY SCHEDULE 2014-2015

TRS RATE: 1.103753

INTERVAL: \$1,100.00

LONGEVITY: \$1,100.00

Year	Bachelors	Bachelors	B+8	B+8	B+16	B+16	Masters	Masters	M+8	M+8	M+16	M+16	M+32	M+32	M+45	M+45	M+60	M+60
	W/out TRS	W/TRS	W/out TRS	W/TRS	W/out TRS	W/TRS	W/out TRS	W/TRS	W/out TRS	W/TRS	W/out TRS	W/TRS	W/out TRS	W/TRS	W/out TRS	W/TRS	W/out TRS	W/TRS
1	32,108	35,439	33,208	36,653	34,308	37,867	36,508	40,295	37,608	41,509	38,708	42,724	39,808	43,938	40,908	45,152	42,008	46,366
2	33,208	36,653	34,308	37,867	35,408	39,081	37,608	41,509	38,708	42,724	39,808	43,938	40,908	45,152	42,008	46,366	43,108	47,580
3	34,308	37,867	35,408	39,081	36,508	40,295	38,708	42,724	39,808	43,938	40,908	45,152	42,008	46,366	43,108	47,580	44,208	48,794
4	35,408	39,081	36,508	40,295	37,608	41,509	39,808	43,938	40,908	45,152	42,008	46,366	43,108	47,580	44,208	48,794	45,308	50,008
5	36,508	40,295	37,608	41,509	38,708	42,724	40,908	45,152	42,008	46,366	43,108	47,580	44,208	48,794	45,308	50,008	46,408	51,222
6	37,608	41,509	38,708	42,724	39,808	43,938	42,008	46,366	43,108	47,580	44,208	48,794	45,308	50,008	46,408	51,222	47,508	52,437
7	38,708	42,724	39,808	43,938	40,908	45,152	43,108	47,580	44,208	48,794	45,308	50,008	46,408	51,222	47,508	52,437	48,608	53,651
8	39,808	43,938	40,908	45,152	42,008	46,366	44,208	48,794	45,308	50,008	46,408	51,222	47,508	52,437	48,608	53,651	49,708	54,865
9	40,908	45,152	42,008	46,366	43,108	47,580	45,308	50,008	46,408	51,222	47,508	52,437	48,608	53,651	49,708	54,865	50,808	56,079
10	42,008	46,366	43,108	47,580	44,208	48,794	46,408	51,222	47,508	52,437	48,608	53,651	49,708	54,865	50,808	56,079	51,908	57,293
11	43,108	47,580	44,208	48,794	45,308	50,008	47,508	52,437	48,608	53,651	49,708	54,865	50,808	56,079	51,908	57,293	53,008	58,507
12	44,208	48,794	45,308	50,008	46,408	51,222	48,608	53,651	49,708	54,865	50,808	56,079	51,908	57,293	53,008	58,507	54,108	59,721
13	45,308	50,008	46,408	51,222	47,508	52,437	49,708	54,865	50,808	56,079	51,908	57,293	53,008	58,507	54,108	59,721	55,208	60,936
14	46,408	51,222	47,508	52,437	48,608	53,651	50,808	56,079	51,908	57,293	53,008	58,507	54,108	59,721	55,208	60,936	56,308	62,150
15	47,508	52,437	48,608	53,651	49,708	54,865	51,908	57,293	53,008	58,507	54,108	59,721	55,208	60,936	56,308	62,150	57,408	63,364
16							53,008	58,507	54,108	59,721	55,208	60,936	56,308	62,150	57,408	63,364	58,508	64,578
17									55,208	60,936	56,308	62,150	57,408	63,364	58,508	64,578	59,608	65,792
18											57,408	63,364	58,508	64,578	59,608	65,792	60,708	67,006
19													59,608	65,792	60,708	67,006	61,808	68,220
20															61,808	68,220	62,908	69,434

Appendix 1-continued

SALARY SCHEDULE 2015-2016

TRS RATE: 1.103753

INTERVAL: \$1,100.00

LONGEVITY: \$1,100.00

Year	Bachelors		B+8		B+16		Masters		M+8		M+16		M+32		M+45		M+60	
	W/out TRS	W/TRS	W/out TRS	W/TRS	W/out TRS	W/TRS	W/out TRS	W/TRS	W/out TRS	W/TRS	W/out TRS	W/TRS	W/out TRS	W/TRS	W/out TRS	W/TRS	W/out TRS	W/TRS
1	32,750	36,148	33,850	37,362	34,950	38,576	37,150	41,004	38,250	42,218	39,350	43,432	40,450	44,646	41,550	45,861	42,650	47,075
2	33,850	37,362	34,950	38,576	36,050	39,790	38,250	42,218	39,350	43,432	40,450	44,646	41,550	45,861	42,650	47,075	43,750	48,289
3	34,950	38,576	36,050	39,790	37,150	41,004	39,350	43,432	40,450	44,646	41,550	45,861	42,650	47,075	43,750	48,289	44,850	49,503
4	36,050	39,790	37,150	41,004	38,250	42,218	40,450	44,646	41,550	45,861	42,650	47,075	43,750	48,289	44,850	49,503	45,950	50,717
5	37,150	41,004	38,250	42,218	39,350	43,432	41,550	45,861	42,650	47,075	43,750	48,289	44,850	49,503	45,950	50,717	47,050	51,931
6	38,250	42,218	39,350	43,432	40,450	44,646	42,650	47,075	43,750	48,289	44,850	49,503	45,950	50,717	47,050	51,931	48,150	53,145
7	39,350	43,432	40,450	44,646	41,550	45,861	43,750	48,289	44,850	49,503	45,950	50,717	47,050	51,931	48,150	53,145	49,250	54,360
8	40,450	44,646	41,550	45,861	42,650	47,075	44,850	49,503	45,950	50,717	47,050	51,931	48,150	53,145	49,250	54,360	50,350	55,574
9	41,550	45,861	42,650	47,075	43,750	48,289	45,950	50,717	47,050	51,931	48,150	53,145	49,250	54,360	50,350	55,574	51,450	56,788
10	42,650	47,075	43,750	48,289	44,850	49,503	47,050	51,931	48,150	53,145	49,250	54,360	50,350	55,574	51,450	56,788	52,550	58,002
11	43,750	48,289	44,850	49,503	45,950	50,717	48,150	53,145	49,250	54,360	50,350	55,574	51,450	56,788	52,550	58,002	53,650	59,216
12	44,850	49,503	45,950	50,717	47,050	51,931	49,250	54,360	50,350	55,574	51,450	56,788	52,550	58,002	53,650	59,216	54,750	60,430
13	45,950	50,717	47,050	51,931	48,150	53,145	50,350	55,574	51,450	56,788	52,550	58,002	53,650	59,216	54,750	60,430	55,850	61,644
14	47,050	51,931	48,150	53,145	49,250	54,360	51,450	56,788	52,550	58,002	53,650	59,216	54,750	60,430	55,850	61,644	56,950	62,858
15	48,150	53,145	49,250	54,360	50,350	55,574	52,550	58,002	53,650	59,216	54,750	60,430	55,850	61,644	56,950	62,858	58,050	64,073
16							53,650	59,216	54,750	60,430	55,850	61,644	56,950	62,858	58,050	64,073	59,150	65,287
17									55,850	61,644	56,950	62,858	58,050	64,073	59,150	65,287	60,250	66,501
18											58,050	64,073	59,150	65,287	60,250	66,501	61,350	67,715
19													60,250	66,501	61,350	67,715	62,450	68,929
20															62,450	68,929	63,550	70,143

Appendix 2

Memorandum of Understanding

Article VI, 6.5, Early Retirement Incentive Bonus

If a bargaining unit member submits an irrevocable letter of retirement and meets all the established criteria within the contract, the following example will be used to figure the last three years of salary and severance pay.

Benchmark Creditable Earnings – prior year creditable earnings \$64,244.

1st Year	Salary	Severance Pay
\$64,244 x 1.06% =	\$68,099	1-year notice \$68,099 x 20% = \$13,620 (last year's salary increase) \$13,620 – (\$68,099 - \$64,244) Equals \$9,765 (payment due in 90 days)
2nd Year		
\$68,099 x 1.06% =	\$72,184	2 nd -year notice \$72,184 x 20% = \$14,437 (severance total) \$14,437 – (\$72,185 - \$64,244) Equals \$6,496 (payment due in 90 days)
3rd Year		
\$72,184 x 1.06% =	\$76,515	3 rd -year notice \$76,515 x 20% = \$15,303 (severance total) \$76,515 (final salary) - \$64,244 (benchmark salary) Equals \$12,271 (last 3 years salary increase) \$15,303 - \$12,271 = \$3,032 (payment due in 90 days)

This agreement is signed this _____ day of _____.

In Witness Thereof:

For the Livingston County
Special services Unit
Professional Employees
Association IEA/NEA

For the Administrative Board
Livingston County
Special Services Unit

Co-President

President

Co-President

Secretary

Secretary

Administrative Agent