

**EXECUTIVE BOARD
LIVINGSTON COUNTY SPECIAL SERVICES UNIT**

AND

**LIVINGSTON COUNTY SPECIAL SERVICES UNIT
NON-CERTIFIED EMPLOYEES ASSOCIATION
IEA/NEA**

2021-2026

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ARTICLE I RECOGNITION

The Executive 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 paraprofessionals, clerical staff and custodians, specifically excluding the Director, the Office Manager/Bookkeeper, program supervisors/coordinators, independent contractors, and all other managerial, supervisory, confidential, and short-term employees as defined by the Illinois Educational Labor Relations Act.

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

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

ARTICLE II NEGOTIATIONS PROCEDURES

2.1 Negotiations shall begin on a mutually agreed upon date. 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/Work Week/ Work Year

A. School Year Employees (Paraprofessionals)

The full-time normal workweek is thirty-five (35) hours, consisting of five (5) working days of seven (7) hours each. The regular daily hours will be set at the building site by the immediate supervisor. During the employee workday, employees may be allowed to flex time, typically fifteen (15) minutes after the student day, provided that the request has been made at least one day in advance and approved by the building supervisor. Each employee will have a one-half (1/2) hour duty-free lunch period, which may occur at the end of the work day if they are required to eat with students. The workweek will run from 12:01 a.m. Sunday through 12:00 midnight Saturday. The work year shall follow the school calendar, but in no case shall it be fewer than one hundred eighty (180) days. Additional days may be worked with the mutual consent of the employer, the affected employee(s), and the Association and shall be paid at the regular rate in effect for the affected employee(s).

B. Extended School Year Employees (Clerical Staff)

The full-time normal workweek is thirty-seven and one-half (37.5) hours, consisting of five (5) working days of seven and one-half (7.5) hours each. The regular daily hours will be set at the building site by the immediate supervisor. During the employee workday, employees may be allowed to flex time, typically fifteen (15) minutes after the student day, provided that the request has been made at least one day in advance and approved by the building supervisor. Each employee will have a one-half (1/2) hour duty-free lunch period. The workweek will run from 12:01 a.m. Sunday through 12:00 midnight Saturday. The work year shall be a minimum of one hundred ninety (190) days. Additional days may be worked with the mutual consent of the employer, the affected employee(s) and the Association and shall be paid at the regular rate in effect for the affected employee(s).

C. Full Year Employees (Custodial Staff and Clerical Staff)

The full-time normal workweek is thirty-seven and one-half (37.5) hours, consisting of five (5) working days of seven and one-half (7.5) hours each. The regular daily hours will be set at the building site by the immediate supervisor. During the employee workday, employees may be allowed to flex time, typically fifteen (15) minutes after the student day, provided that the request has been made at least one day in advance and approved by the building supervisor. Each employee will have a one-half (1/2) hour duty-free lunch period. The workweek will run from 12:01 a.m. Sunday through 12:00 midnight Saturday. The work year shall be a minimum of two hundred thirty-six (236) days. Additional days may be worked with the mutual consent of the employer, the affected employee(s) and the Association and shall be paid at the regular rate in effect for the affected employee(s).

D. Overtime

Employees shall receive additional compensation for overtime work. Overtime is calculated based on hours worked in excess of the normal workweek outlined above. Hours worked includes paid holidays, vacations, sick leave or other approved leaves. An Employee who works overtime as defined by this paragraph, shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay.

3.2 Substitution

Employees who are assigned to substitute for a different position that requires a substitute teaching license shall be compensated an additional \$20 for a half day (three hours or less) or \$40 for a full day (more than three hours).

3.3 Bargaining unit members will be paid over the course of twelve (12) months. Employees shall have to option to be paid twice per month, (on the 15th and 30th day) or once per month (on the 15th day of each month). If any payday 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 Each bargaining unit member shall receive a copy of this Agreement within fifteen (15) days after the Board approves the agreement.

3.5 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.

3.6 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 employees 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.

3.7 Notification of Assignment

Notification of a specific tentative assignment (i.e. "Aide in Sails II) for the upcoming school year, shall be given no later than the last day of the preceding school year for existing employees. Any changes to this assignment shall be communicated to the employee as promptly as possible.

On August 1st, the most recently communicated assignment shall be considered the "permanent" assignment for the upcoming school year. There shall be no changes to the permanent assignment unless written notice is provided to the employee and the Association at least five (5) workdays prior to the effective date of the change.

**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 I 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 employees shall be entitled to an annual sick leave allotment according to the following schedule based on their category of employment:

School Year:	12 Days
Extended School Year:	14 Days
Full Year:	16 Days

In addition, the following days will be added at the beginning of years of actual service with the Cooperative:

6-12 years	=	2 additional days
13+ years	=	2 additional days

Unused sick leave shall accumulate to a maximum of three hundred sixty days (360) days.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness, or death in the family or household, or birth, adoption, or placement for adoption. The Director and/or his/her designee shall monitor the use of employees' sick leave. The first three days (if needed) for a death in 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 family shall include parents, spouse, domestic partner, 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.

5.2 **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 Leave 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 bargaining unit member with zero (0) to four (4) years of experience may apply to withdraw a maximum of ten (10) days in full-day units per school year. A bargaining unit member with more than four (4) years experience 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 Municipal Retirement Fund shall not be eligible to receive compensation through the Sick Leave Bank for the same days applicable to Workers' Compensation or IMRF. 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 Association president or their designee(s). Joint approval of both the director and the president or their designee(s) is required for an employee to use the Sick Leave 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 or break unless prior approval is given by the Director.

5.3 Vacation

Vacation shall be granted on July 1st of each year on the following schedule:

Full Year Employees: Twenty (20) days per Fiscal Year

Vacation shall be available to use for eighteen (18) months after it is granted.

5.4 Association Leave

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 of meals will be reimbursed for employee attendance at an IEA/NEA meeting.

5.5 Bereavement Leave

Employees may use up to three (3) days, per incident, for leave connected with the death of an immediate family member or of an aunt, uncle, niece or nephew for such reasons as executing an estate, arranging burial and funeral rites, funeral attendance, travel, selling a decedent's property, etc. These days are not deducted from the employee's sick leave or personal leave and do not accumulate. The Director may approve the use of one (1) bereavement day of leave for non-family members.

5.7 Family and Medical Leave

1. Full-time 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 or domestic partner, 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 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 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 5.8 of this Article.

5.8 Unpaid Leaves

Leave of absence without pay may be granted to 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, unless they have worked (any combination of paid full-work days and paid sick days) at least one hundred (100) days. 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.

ARTICLE VI COMPENSATION

6.1 Initial Placement on the Wage Schedule

Upon hire, a new employee may be given credit on the wage schedule for experience in the job assignment or one that is mostly similar in duties. For those hired as paraprofessionals, creditable experience shall be limited to work completed at another public school, in the area of mental health, or working with adults with disabilities. Upon approval of a hiring by the board, the employer shall notify the Association president or their designee(s) of their position, pay rate and contact information. In no case shall a new employee be placed at a higher wage than a current employee with similar experience.

6.2 Salary Increases

For the duration of this agreement, any employee who works (any combination of paid work days and paid sick, personal or vacation days) at least one hundred (100) days, shall receive a three percent (3%) increase over their previous year's hourly wage.

6.3 Tuition Reimbursement and Wage Advancement

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

- A.** Reimbursement will be 100% of the tuition costs of the approved courses, up to twelve (12) per contract year at a rate of 20% per year over five years. (example: \$400 x 12 hours = \$4,800 x .20 = \$960 x 5 = \$4,800) So reimbursement could be \$960 a year for 5 years.
- B.** Courses must be in the employee's area of responsibility and/or must contribute to the employees' growth and must receive pre-approval of the Director.
- C.** Courses must be from an accredited university.
- D.** Transcripts certifying satisfactory completion with a course grade of "B" or better must be provided to be eligible for reimbursement within (30) days after completion of the course.
- E.** Upon completion of pre-approved courses which result in the obtaining of a Bachelor's degree or additional certification according to the procedures above, the employee shall be given an increase of one dollar (\$1) per hour to their current hourly wage.

6.4 Insurance

The Board shall provide each full-time employee, a health insurance contribution of \$7000 annually for the duration of this contract. If the single premium cost increases beyond the \$7000 contribution during the term of this contract, the representatives of the Executive Board will meet with the Director and insurance committee to consider changes to the contribution amount and/or the insurance plans. The contribution by the board shall not be less than the \$7000 amount agreed to herein.

The Board will contribute toward a vision plan.

For employees first employed by LCSSU prior to April 30, 2021, 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, that have chosen an annuity contribution, will receive an annual Benefit Stipend of \$3,600 and will not receive the annual health insurance contribution described above.

The parties agree that either party may request to, and if so requested, shall reopen Section 6.6 of this 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 Municipal Retirement Fund (IMRF) for twenty (20) years, who is at least fifty-five (55) years of age by the time of retirement 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.

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) unless the stated increase according to the salary schedule is greater.

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 IMRF. 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.

ARTICLE VII DISCIPLINARY ACTION

7.1 Disciplinary action shall be administered pursuant to the following:

A. Representation

In the event an Employee is required to attend a meeting, the outcome of which can be anticipated to result in some disciplinary action being taken against the Employee, the Employee shall be informed of his/her right to Association representation.

When an Employee requests representation, the Employee shall be afforded reasonable time as the circumstances dictate to secure such representation.

B. Disciplinary Procedures

Discipline is intended to correct misconduct and will be administered in a timely manner and as not to cause unnecessary embarrassment to the Employee. In most cases, progressive discipline shall be used. However, there may be situations involving misconduct where more severe and immediate disciplinary action is required and appropriate.

Steps of progressive discipline are:

1. Verbal Warning;
2. Written Warning;
3. Suspension Without Pay;
4. Dismissal

C. Suspension Without Pay and Dismissal

Prior to a suspension without pay or dismissal of an Employee, the Employee shall have a right to a conference with the Superintendent. At the Employee's request, an Association representative will be present. The specific grounds forming the basis for the suspension or dismissal shall be made available to the Employee and the Association in writing at least forty -eight (48) hours in advance of such conference. Only the Board, after a due process hearing, can dismiss an Employee.

D. Just Cause

An Employee shall not be suspended without pay or dismissed without just cause. The components of just cause are:

1. The Employee has been forewarned, either orally or in writing, of the possible consequences of the Employee's conduct. In circumstances where the Employee's misconduct is so serious that an Employee could be expected to know the conduct is improper, no warning is required;
2. The Board's work rule or the administrative directive is related to the orderly, efficient, and safe operation of the District;
3. The Board/administration has made an effort to discover whether the Employee violated a work rule or administrative directive;
4. The Board/administration's investigation has been conducted fairly and objectively;
5. The Board/administration's investigation has established sufficient evidence that the Employee violated a work rule or administrative directive;
6. The Board/administration has applied its work rules or administrative directives evenhandedly and without discrimination to all Employees similarly situated to the disciplined Employee; and
7. The degree of discipline administered to the Employee is reasonably related to the seriousness of the Employee's misconduct and the Employee's service to the District.

**ARTICLE IIX
REDUCTION IN FORCE**

8.1 Pre-Reduction in Force Procedures

When the Board determines the need for a possible reduction in force (RIF), the administration shall meet with the Association prior to the proposed RIF to discuss the following:

- A. The nature of the RIF;
- B. The reasons for the RIF;
- C. A review of the seniority list; and
- D. The impact of the RIF.

8.2 Category of Position

For the purpose of this Article, the categories of position are: Paraprofessionals, Custodians, and Clerical Support Staff.

8.3 Reduction in Force

- A. Employees shall be laid off in the inverse order of their seniority within the category of position established herein.
- B. If, between two (2) or more Employees, the length of service (i.e. seniority) within the affected category of position is the same, the tie will be broken by the drawing of lots.
- C. Reduction in Force shall be effective at the end of the Employee's contract year.

8.4 Recall

Employees on layoff shall retain their rights to recall for twelve (12) months from the beginning of the school term following the year they were laid off.

If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available within the category of position shall be tendered on the basis of seniority in writing to the Employee(s) honorably dismissed from the category of position. The offer shall be sent by certified mail, return receipt requested, to the Employee's address on file with the Board.

8.5 Recall Pool/Substitution

An Employee in the recall pool shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority with the employer.

**ARTICLE IX
SENIORITY**

9.1 Definition

Seniority shall be defined as the length of continuous service for the Employer from the Employee's date of hire in a position covered by this Agreement. Seniority shall accrue on an annual basis, beginning with the date of hire. Part-time Employees shall accumulate seniority on a pro-rata basis determined by the number of hours worked per day. An Employee's seniority earned prior to the time this Agreement is signed shall be fully vested.

9.2 Purpose of Seniority

The Employer will use seniority as the criteria for the purpose of Employee layoff and recall.

9.3 Breaking of Seniority

Seniority shall be broken by discharge, resignation, retirement, layoff, or movement into a different category of position. If a reduction in force is in effect, the Employee shall retain seniority for recall purposes. However, seniority shall not accrue while an Employee is not working as a result of a reduction in force. When an Employee moves into a different category of position, she/he will not carry her/his seniority to the new

category of positions, however, she/he will retain but not accrue seniority in the previous category of position.

9.4 Seniority List

An updated seniority list shall be provided annually to the Association President prior to February 1 of each year and emailed to all employees. Each Employee shall have thirty (30) days after this notification to file a written objection to his/her placement (i.e., years of seniority) on the seniority list.

**ARTICLE X
TERMS OF AGREEMENT**

10.1 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.

10.2 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.

10.3 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.

10.4 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

10.5 Duration

This agreement shall continue in full force and effect from July 1st 2021 through June 30th 2026. Either party may notify the other in writing no less than sixty (60) days prior to the expiration date of its desire to modify, amend, or terminate this agreement.

10.6 Retroactivity

Should the terms of this agreement be settled after the effective date of the agreement, all terms, including any pay increases, shall be applied retroactively and shall be paid in a manner that is agreeable to both parties, but no later than sixty (60) calendar days after the ratification of the agreement by both parties.

10.7 IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this day of May 17, 2021.

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

For the Executive Board
Livingston County
Special Services Unit

Co-President

President

Co-President

Secretary

Secretary

Administrative Agent