

AGREEMENT BETWEEN
THE BOARD OF EDUCATION
OF
IROQUOIS WEST COMMUNITY UNIT SCHOOL DISTRICT NO. 10
AND
IROQUOIS WEST PARA COUNCIL OF AFT LOCAL 604

2023 – 2025

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ARTICLE I

Recognition

A. Recognition

The Board of Education of Iroquois West Community Unit School District No. 10 (hereinafter referred to as the "Employer" or the "Board") recognizes the Iroquois West Paraprofessionals Association, AFT-IFT/AFL-CIO as the sole and exclusive bargaining representative for all the regularly employed, full and part time non-certificated personnel (teacher aides, preschool program assistants, bilingual program assistants, secretaries) and all regular full-time and regular part-time custodians, bus drivers, bus maintenance workers, cooks, dishwashers, and library assistant. Excluded: All certified personnel, Secretary to the Superintendent, School Treasurer, Bookkeeper, Special Education Aides, Secretary to the Board of Education and all supervisors, and managers.

ARTICLE II

Grievance Procedure

A. Definition

A grievance is a claim by the Union, an employee, or group of employees alleging a violation, misinterpretation, or misapplication of the terms of this Agreement.

B. General Provisions

All time limits consist of school days, except that during the summer when school is not in session, time limits shall consist of all weekdays.

Nothing contained herein shall be construed as to limit the right of any employee having a grievance to discuss the matter informally with his/her supervisor, and having the grievance adjusted, providing the adjustment is not inconsistent with the terms of the Agreement.

At the informal level the Union President shall be notified in writing concerning the adjustment of the grievance.

Failure of an employee or Union 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 grievance to proceed to the next step. Time limits shall be extended by mutual consent.

Any investigation, handling, or processing of any grievance by the grievant or the Union shall insure that the educational process is not interrupted.

Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2 if mutually agreed upon by the employee and the Superintendent.

Class grievances involving one (1) or more employees or one (1) or more supervisors and grievances involving an administrator above the building level may be initially filed by the Union at Step 2.

Employees shall have the right to be represented by a Union representative if one (1) is requested at all steps of the formal grievance procedure.

No reprisals shall be taken by the Board or the administration against an employee because of participation in a grievance.

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

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

No provision of law is incorporated into this Agreement except as explicitly stated herein.

Conferences held under this procedure shall be at a mutually agreeable time and place. With the Superintendent's approval, the grievant and/or other employees may be released from his/her regular assignment without loss of pay or benefits to attend the meeting specified in the Grievance Procedure Steps 1 through 3.

C. Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

Step 1. The grievant or Union shall present the grievance in writing to the supervisor immediately involved within twenty (20) days of the occurrence of the event giving rise to the grievance, or within twenty (20) days of the time the employee should have reasonably become aware of such event, specifying the article and clause alleged to have been violated, and stating the remedy sought. The supervisor shall arrange for a meeting to take place within ten (10) days of his/her receipt of the written grievance. The supervisor shall provide a written answer to the grievant and the Union President within ten (10) days after the meeting.

Step 2. If the grievance is not resolved at Step 1, the grievance may be referred to the Superintendent or official designee within ten (10) days of the receipt of the Step 1 answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of his receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response with a copy to the Union President.

Step 3. If the Union is not satisfied with the disposition of the grievance at Step 2 or the time limits expire without the issuance of the Superintendent's written reply, the Union may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings.

Step 4. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 2 answer, then the grievance shall be deemed withdrawn.

- a. 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 school district and the Union, and his/her decision must be based only upon his/her interpretation of the meaning or application or the express relevant language of the Agreement.
- b. Each party shall bear the full cost for its representation in the grievance procedure.
- c. 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 (2) transcripts shall be divided equally between the Board and the Union.
- d. Each party shall share equally the cost of the arbitrator and the AAA.

ARTICLE III

Union Rights

A. Board Meetings - Notification

The President of the Union or the President's designee will be given notice any regular or special meetings of the Board of Education in the same fashion that Board members are notified. If an agenda exists for the meeting, a copy will be included.

B. Board of Education Minutes

One (1) copy of minutes of the Board of Education shall be mailed or placed in the mail box of the Union President (if such mailbox exists) as soon as available for distribution.

C. Pertinent Information - Union

The Superintendent or designee shall provide the Union President with copies of the following within a reasonable period of time after document completion and/or formal approval:

1. Schedule and/or cancellation of Board meetings;
2. Current fiscal year budget on state forms;
3. Annual Financial Statement on state forms;
4. Annual Auditor's Report;
5. Board policy manual; and
6. Upon written request from the Union president from time to time, the district will provide copies of payroll and insurance information, and handbooks and job descriptions relevant to employees of the unit. This shall not require the District to make documents, or assemble information that does not already exist. Handbooks and job descriptions are not incorporated into the agreement.

D. Names and Addresses - New Employees

Names and addresses of newly hired employees shall be provided to the Union within ten (10) days after hiring.

E. Copies of the Agreement, Costs and Distribution

Each employee shall receive a copy of the Collective Bargaining Agreement, as soon as possible. Employees newly hired by the District or newly transferred into the District through annexation or consolidation shall be given a copy of the Agreement to effectuate notice of the existence of the IROQUOIS WEST PARA COUNCIL OF AFT LOCAL 604. The cost of the printing of the Agreement shall be shared equally by the Board and the Union.

F. Payroll Deductions

The employer shall withhold dues from employees who have submitted an appropriate written authorization for dues deduction to the employer. Dues will be withheld in the or-

dinary course of the employer's payroll practices. The aggregate dues deduction of all employees and a list of their names shall be remitted to the Union in accordance with the Illinois School Code. The Union may advise the employer of any increases in dues in writing at least thirty (30) days prior to its effective date. The employer shall uphold such modified dues amounts in accordance with its payroll practices in effect from time to time allowing for any necessary processing time.

G. Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claims, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

H. Union Use of District Buildings

The employer will permit the Union to use space in District buildings for committee or general Union meetings outside of work hours. This use shall not interfere with any scheduled school activities or any previously scheduled activity by others.

Requests by the Union to use District building space must be submitted to the Superintendent or Building Principal five (5) days in advance for approval and scheduling.

I. Union Representatives

Union representatives may meet with employees on District premises outside of work periods of any employees affected. Work periods do not include scheduled breaks or lunches. Union representatives shall advise and confer with supervisors prior to engaging in such activities.

J. Bulletin Boards

The Union shall be provided bulletin boards in each building for the purpose of posting official business and information.

ARTICLE IV

Employee Rights

A. Employee Hearings/Employee Rights

When any employee is required to appear before the Board concerning any matter which is disciplinary in nature, or which could adversely affect the continuation of that employee in his/her position of employment, the employee shall be given at least forty-eight (48) hours prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting. When any employee is required to appear before the Superintendent regarding any matter which is disciplinary in nature, the Employee shall be entitled to have a representative of the Union present to advise him/her and represent him/her.

B. Rules and Regulations

The Board of Education shall make available to the Union school policies and regulations within a reasonable period following their adoption.

C. Personnel File

Each employee may, during ordinary business hours, but not during duty time of the employee, review the contents of said employee's personnel file and to place therein written reactions to any of its contents. The employee may not remove any item in the employee's personnel file. The employee may copy any item in his / her personnel file, but not to excess. A representative of the Union may, at the request of the employee, accompany the employee for this review. The administration may have a representative present. When anything derogatory to the employee's conduct, service, character, or personality is placed in the employee's personnel file, the employee is to be notified and receive a copy of the item being placed in the file. Any material derogatory to the employee's conduct, service, character, or personality must be dated and placed into the employee's personnel file within a reasonable amount of time from when the employer gains knowledge of the event or act, not to exceed one year, unless legal proceedings inhibit final determination of the case.

ARTICLE V

Leaves

A. Sick Leave

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family. For the purpose of sick leave "immediate family" shall include parents, spouse, step-parent, civil partner, significant other, brothers, sisters, children, children-in-law, step-children, grandparents, grandchildren, parent-in-law, grandparent-in-law, brothers-in-law, sisters-in-law, legal guardians, and foster family.

1. The Board of Education shall grant:
 - a. Twelve month full-time non-certified employees shall be granted thirteen (13) days of sick leave per year without loss of pay.
 - b. Full-time, non-certified, employees who work at least the full school year, sick leave at the rate of eleven (11) days per year without loss of pay.
 - c. Employees who work at least four (4) hours per day for at least the full school year the same number of sick leave days as full-time employees, eleven (11) days.
 - d. Employees who work fewer than a full number of days for any given position pro-rated sick leave, based upon the full number of days typically required of employees in that, or similar positions.

EXAMPLE: AB works seventy (70) days per year, (two (2) days per week) during the school year. A full-time person in that position works one hundred and seventy-five (175) days per year. AB is entitled to $\frac{2}{5}$ or 4.4 sick leave days per year.

2. The Employer shall furnish to each employee annually a written statement setting forth the employees' total accumulated sick leave.
3. Sick leave not used in the year of service for which it was granted shall accumulate to two hundred forty (240) days.
4. Employees may, at the discretion of the Board of Education, be granted extended sick leave after accumulated sick time has been used. Such extended sick leave shall be without pay. Extended leave shall not exceed one (1) year unless it appears likely that the employee will be able to return to work after expiration of a longer leave. Carrier restriction may affect the rights of persons on extended leave of absence in respect to any health benefits. Seniority shall accrue if the leave is due to a job-related injury. Such extended leave shall not exceed one (1) year unless a longer period is granted by the Board.
5. Five (5) sick days may be used for catastrophic disaster (ex. House fire) pending Superintendent approval.

6. If a bus driver is in an accident that is not his/her fault, sick days do not need to be taken and used against the driver during the time pending a negative drug test.
7. Non-certified staff will be allowed to take sick leave by the hour instead of taking half or full days. As soon as the hours accumulate to the specific employee classification hours, a full day will be constituted. The building secretary is to keep track of sick time, recording hours on one of the District sick day forms and when a full sick day is reached, forwarding that form to the Unit Office. At the end of the year, if a full day is not reached, the hours will be rounded to the nearest half or full day.

B. Catastrophic Sick Day Donation

The purpose of this program is to permit non-certified staff who suffer a "catastrophic" condition or event as defined below to request that other non-certified staff donate no more than two (2) sick days each in a year to a person and no more than ten (10) sick days in the aggregate in the same year to others with the catastrophic condition or event as a way to bridge the gap from the point the person exhausted all of his or her sick days to the point the person returns to work or is on disability leave or other leave approved by the Board or collective bargaining agreement.

Eligibility to Receive Sick Days

This program is available to full-time non-certified staff of the Iroquois West CUSD #10 who have exhausted all of their accumulated sick leave and suffer from a personal illness, disability, or hospitalization of a "catastrophic" nature or from a "catastrophic" event. Catastrophic refers to life-threatening, extraordinary, or chronically debilitating medical conditions and is not intended to include commonplace or ordinary medical conditions. Examples of catastrophic medical conditions include certain cancers and pregnancy/child-birth complications that are hazardous to the life of the mother and/or unborn child. In contrast, the flu, broken leg, and routine pregnancies are not considered catastrophic medical conditions. Generally, catastrophic medical conditions must be considered both long-term in nature and require long-term recuperation periods. A physician's statement certifying that the medical condition is life-threatening, extraordinary, or chronically debilitating must be submitted with the staff person's request to access this program. A catastrophic event would include, but is not limited to, death of a spouse or a child or the catastrophic illness of a spouse or child. The Catastrophic Leave Committee shall determine whether a staff person qualifies for this program.

Any staff person who is receiving disability benefits or who is absent for illness or injury due to a work-related accident may not avail himself/herself of any benefits of this program. Any staff person who is on a Board-approved leave of absence shall be ineligible under this program.

Any sick days received in connection with this program must be used during the school year in which the sick days were donated. A staff person may not carryover any unused sick days to a subsequent school year.

Eligibility to Donate Sick Days

All full-time non-certified staff are eligible to donate sick days under this program. Non-certified staff can decide, within each of his/her own discretion, whether he/she would like to participate in this program since it is purely voluntary. No person may donate more than two (2) sick days in a year to a person with a catastrophic condition or event and no more than ten (10) sick days in the aggregate in that same year to others with a catastrophic condition or event. BE AWARE that by donating your sick day(s) under this program to another person, you will be transferring all of your rights to this sick day(s) and will not be able to use it for yourself.

Procedure

A person wanting to receive sick days under this program must first make a written request to the Superintendent asking to solicit sick days from others who are non-certified staff. Within three (3) days of receiving the written request, the Superintendent shall convene the Catastrophic Leave Committee to determine whether the requesting person is eligible for this program. Within one (1) day of when the committee determines that the person is eligible, the Superintendent shall deliver a copy via email and via mailbox to the staff eligible to donate sick days. A staff person should respond to the request within ten (10) school days by contacting the Superintendent and executing any forms necessary to effectuate the transfer of the sick days. Sick days must be donated to the requesting staff person directly, not as part of a bank for others to use.

Any sick days received in connection with this program must be used during the school year in which the sick days were donated. A staff person may not carryover any unused sick days to a subsequent school year.

Penalties

To the extent Iroquois West CUSD #10 incurs any penalties with respect to the Illinois Municipal Retirement Fund for the transfer of sick days pursuant to this program, the employee receiving the sick days shall, at the Board's discretion, reimburse IWCUSD #10 for the payment of those penalties and shall work cooperatively with IWCUSD #10 to take any action or execute any documents necessary to cure the application of penalties.

Catastrophic Leave Committee

The Catastrophic Leave Committee shall be made up of the four (4) members, consisting of the Superintendent, the Union President, and one designee by each. The decisions of the Committee shall be final and are not subject to a grievance, arbitration or other review.

C. Personal Leave

Full-time employees shall be entitled to three (3) personal leave days per year for personal business or emergency without loss of pay or deduction in sick leave. Employees who work at least four (4) hours per day for at least the full school term shall receive the same number of personal leave days as full-time employees. Employees who work fewer than a full number of days for that position shall be entitled to pro-rated personal leave, based upon the full number of days typically required of employees in that, or similar positions.

EXAMPLE: AB works seventy (70) days per year, (two (2) days per week) during the school year. A full-time person in that position works one hundred and seventy-five (175) days per year. AB is entitled to 2/5 or 0.8 personal leave day per year.

The use of personal leave is subject to the following conditions:

- a. Except in case of emergency, written advance notice of the necessity for personal business leave must be submitted to the Superintendent or the Superintendent's designee as soon as possible.
- b. Personal leave may not be used on a day immediately preceding or immediately following a legal holiday or on the opening or closing day of school, unless approval is granted by the Superintendent.
- c. Personal leave may not be used in increments of less than one-half (1/2) day.
- d. Unused personal days will be added to accumulated sick leave days at the end of each year.
- e. Under no circumstances can personal leave days be used for work stoppage.
- f. The Superintendent may discretionarily waive the restrictions of this provision.

D. Bereavement Leave

In the case of a death in the immediate family of an employee, a maximum of three (3) consecutive days, up to and including the funeral, absence per incident shall be allowed at full pay. This type of bereavement leave shall not be taken from sick leave. For the purpose of bereavement "immediate family" shall be defined the same as above in sick leave.

The Superintendent may discretionarily waive the restrictions of this provision.

E. Jury Service

An employee shall not suffer loss in pay due to jury service if the employee is called or serving, submits to the employer any compensation received for jury duty or appearance. The employee may retain any mileage reimbursement. Each employee who receives notice of potential jury service shall notify his or her immediate supervisor as soon as the employee knows he or she may be called for jury duty, and the possible day(s) of service.

F. Subpoena Appearances

If an employee is absent from duty in response to a subpoena from a court or administrative agency in which neither the employee nor the Union is a party, then the employee shall not suffer any loss of pay if the employee submits to the employer any witness fee received by the employee. Employee may retain any reimbursement for expenses incurred by the employee by reason of such subpoena or summons. A certificate signed by the employee stating the amount of fee or compensation must be submitted to the Superintendent by the employee. In case of absence from duty as a result of a court or administrative proceeding in which the employee or Union is a party, no salary shall be paid to the employee for the period of absence unless the absence is covered by the provisions of personal leave. The employee shall notify the Superintendent as soon as possible of any need for absence covered by this provision.

G. Leaves of Absence

The following leaves of absence without pay shall be granted without loss of seniority if:

1. The employee is a member of the reserve forces or the armed force of the United States or of the State of Illinois and is ordered by the appropriate authorities to attend training programs or perform assigned duties.
2. The employee enters the active service of the Armed Forces of the United States. However, the employee must apply for re-employment within sixty (60) days after separation or discharge.
3. Leaves of absence without pay may be granted to non-certified personnel for reasons such as illness, education, personal or family matters, maternity, paternity, child care, the adoption of a child, etc.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of service to the district. Leaves of absence without pay for not more than one (1) year may be granted to non-certified personnel according to the following conditions:

- a. Written requests for leaves of absence without pay should be made at least ninety (90) days before the leave is desired, subject to approval by the Board. In emergency cases this provision may be waived.
- b. The employee shall inform the Superintendent of his / her intent to return not later than March 1st.

Leaves of less than one (1) month, if acceptable and approved by the Superintendent, will not require Board approval nor three (3) months' notice. Requests must be submitted in writing to the superintendent with sufficient advance notice to secure a substitute worker. Employees must indicate intent to return and the anticipated date of return in their letter of request.

Employees on unpaid leave of absence shall be allowed to continue to participate in the District's group insurance programs by paying the monthly premiums

to the District's business office, subject to the requirements of the insurance carrier.

The Board is under no obligation to approve any leave requested by any employee for the purposes of working for another employer. Such leave requests shall not be unreasonably withheld. Superintendent approval is required. In absence of acceptable substitute, leave request is cancelled.

4. Any employee who is absent due to sick leave, temporary disability or Work men's Compensation for a period up to one (1) year may, upon their return, be reinstated provided: a) that the employee could return to a position of equal pay, and approximately equivalent duties, as long as the employee is fully capable of performing the job; b) the position the employee held prior to the injury of illness still exists; and c) the employee is not entitled to a position of greater hours than the position the employee held prior to illness or injury.

H. Workers Compensation

If an employee is entitled to Workers Compensation benefits then the employee may elect to:

1. Receive the Workers Compensation benefits and utilize no accumulated sick leave, or
2. Utilize accumulated sick leave.

During periods of temporary total disability under Workers Compensation, to the extent the employee has accrued sick leave, the employee shall suffer no loss of pay if the employee submits to the employer all compensation received by the employee.

EXAMPLE 1: Employee AB has six (6) days accumulated sick leave. AB works five (5) days a week, eight (8) hours a day. AB is injured while working for the employer. The employee receives four weeks of temporary total disability. The employee receives from Workers Compensation two-thirds his or her average weekly wage during this period of time. The employee submits the compensation check to the employer. The employer pays the employee his/her ordinary earnings for and deducts from the employees sick leave for eighteen (18) work days. That is, the employee is charged one-third of a sick leave day for each day the employee is absent from work, until the six (6) sick leave days are exhausted. The employee is entitled to retain 2/5 of a week of Worker's Compensation pay to reflect the two (2) days the employee is off work without sick leave.

EXAMPLE 2: AB is still unable to return to work after the four (4) weeks, and receives two (2) weeks more of compensation. AB has no sick leave remaining, and keeps 100% of the Worker's Compensation Check.

3. In no event shall an employee be able to receive sick leave pay and Workers Compensation pay at the same time.

4. An employee who is entitled to benefits of Illinois Municipal Retirement Fund temporary disability shall have either exhausted all available sick leave before claiming disability or waive the use of sick leave while claiming IMRF disability. In no event shall an employee be able to claim disability and sick pay for the same period of time.

ARTICLE VI

Seniority

A. Seniority

For purposes of seniority calculation of bargaining unit employees under the School Code, at least the following categories of position shall be deemed to exist, whether or not any person currently fills such a position, or such a position exists:

1. Custodian
2. Maintenance Worker
3. Certified Teacher Aide
4. Program Assistant/Interpreter (requires appropriate foreign language)
5. Program Assistant (does not require foreign language)
6. Food Service Coordinator
7. Cook
8. Kitchen Aide
9. Bus Driver
10. Secretary
11. Mechanic

The School Code is not incorporated into this agreement.

If an employee holds or works two or more positions, seniority shall be calculated separately for each position. If an employee works in one category, and transfers to another category of position (whether or not voluntarily) the employee shall carry seniority to the new position. The employee shall not lose seniority in the prior position. The employee would begin the new position at the beginning rate of pay for the position.

EXAMPLE: Employee CD has worked for thirty (30) years as a cook. CD requests to become a secretary, and is placed in a secretary position. CD retains her seniority as a cook, and transfers that to her position as a secretary.

In the event of lay-offs, the lay-offs shall be made in the reverse order of seniority roster. In the event of a recall, the recall shall be according to the employee's ranking on the roster.

The Employer shall keep a current seniority roster by job titles and anniversary date of hire. When the seniority roster is changed, sufficient copies for all Union bulletin boards will be sent to the President of the Union.

Date of hire shall be the basis for seniority list development.

B. Break in Seniority

An employee (or former employee) shall have no seniority if an employee:

1. Resigns;
2. Is discharged and is not reinstated;
3. Is laid off; and the recall period has expired;
4. The employee fails to report for work after the conclusion of any leave of absence;
5. The employee fails to report for work after lay-off, and within five (5) working days of mailing notice by registered or certified mail to the last address given by the employee to the employer.

C. 90 Day Probationary Period

1. Within the first 90 days of employment, all non-certified staff will be evaluated by building or district administration to determine continuation of employment or release.
2. If continued employment is warranted, salary will be adjusted on the 91st day.

ARTICLE VII

Promotion/Vacancies

A. Promotions/Vacancies

1. A vacancy shall be created when the Board of Education creates a new position or when no employee currently is holding a position, which the Board intends to fill.
2. If a full-time position becomes vacant for any reason, any interested employee may apply. The Board of Education shall fill vacancies as it deems to be in the best interest of the District.
3. If official action is taken creating a vacancy, the existence of the vacancy shall be posted on designated Union bulletin boards within ten (10) days of the date that the administration determines a vacancy exists. This shall not prohibit the temporary filling of vacancies, or filling of vacancies in case of emergency.

ARTICLE VIII

Effect of Agreement

A. Complete Understanding

The terms and conditions of this Agreement represent the full and complete agreement of the parties. No other agreement, course of dealing, practice, custom or usage is a part of this Agreement.

B. Contractual Amendments

This Agreement shall be amended only by written amendment signed by the parties.

C. Savings Clause

If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall be continued in full force and effect.

D. No Strike

During the term of this Agreement there shall be no strikes or work stoppages by the Union and no lock-outs by the employer.

E. Management Rights

Except as otherwise explicitly set forth in this agreement, nothing in this agreement affects the right of the Board of Education to operate the schools in accordance with applicable law. These include, but are not limited to:

- o Operation of the District and determination of the functions, services, and scope of operations of the District.
- o Determination of the District Tax rates, overall budget and standards of services.
- o Hiring of new employees, and determination of the scope and duties of employees, and reasonable skills and qualifications necessary to perform employment duties, and qualifications necessary for position.
- o Assignment and reassignment of duties among employees.
- o Making, modifying, and enforcement of reasonable work rules, and to discipline employees for violation thereof, including suspension or discharge, as it deems to be in the best interest of the District.
- o Determining the number of employees employed, and creation or elimination of District services, or parts thereof, except as limited by Article 11B, the Board has the right to subcontract work.

The Union recognizes the Employer's obligation to comply with state and federal law in respect to illegal discrimination, including, but not limited to the obligation of the employer to make reasonable accommodation to persons with disabilities, but such laws and obligations are not incorporated into this agreement.

ARTICLE IX

Working Conditions

A. Work Year / Work Day

For all certified categories, the work day or year may include duties at special events, scheduled in the discretion of the superintendent. Compensation for work performed at these special / extra activities shall be at the normal rate of pay, except if the number of hours worked exceed the forty (40) per week, in which case the overtime rate of pay shall apply to hours in excess of forty (40) per week. In order to schedule and conduct the various district special events, programs, and/or projects, an individual employee's work day or year may be extended to provide the services and / or programming deemed appropriate by the Board of Education.

1. Custodians/ Maintenance Worker/ Mechanic - Custodians/ Maintenance Workers/ Mechanics shall be either full or part-time or for twelve (12) months or less than twelve (12) months, in the discretion of the Board. Full-time Custodians/ Maintenance Workers/ Mechanics shall typically be assigned to work no more than eight (8) hours per day.
2. Certified Teacher Aides/ Program Assistants/Interpreters - Certified Teacher Aides/ Program Assistants/Interpreters shall be either full or part-time and shall typically be assigned to work on student attendance days. The Board of Education may establish positions of shorter or longer duration, as deemed necessary to appropriately serve the needs of the district. Full-time Teacher Aides/Program Assistants/Interpreters shall typically be assigned to work no more than seven and one-half (7½) hours per day.
3. Cook/ Food Service Coordinator/ Kitchen Aides - Cooks/ Food Service Coordinator/ Kitchen Aides shall be either full or part-time and shall typically be assigned to work on each student attendance day on which meals shall be served. However, the Board of Education may specify a longer or shorter work day or year. Cooks shall be deemed full-time if they routinely work six (6) or more hours per day.
4. Bus Driver - Bus drivers shall be assigned to work on those student attendance days when transportation services are necessary for students, which typically is one hundred seventy-five (175) days per year. However, the Board of Education may assign longer or shorter work periods. If the extra run rotation system fails to produce a volunteer, qualified driver, bus drivers may also be assigned to drive for special events, extra curricula activities and extra runs, as scheduled by the Board or Administration.

5. Secretary - Secretaries shall be either full or part-time and shall typically be assigned a work year of between nine (9) and ten (10) months, in the discretion of the Board of Education. Full-time secretaries shall typically be assigned to work a minimum of six (6) hours per day, but no more than seven and one-half (7½) hours per day.

The regular work day for all education support personnel listed above shall not typically exceed eight (8) hours, excluding emergencies and / or scheduled or unforeseen special situations similar to those referenced in paragraph one of this section.

B. Breaks

"Employees who are regularly assigned more than seven (7) work hours per day shall be entitled to two (2) fifteen (15) minute breaks and an unpaid thirty (30) minute duty-free meal break. Employees who are regularly assigned more than six (6), but less than seven (7) work hours per day shall be entitled to two (2) breaks, one fifteen (15) minute break, one ten (10) minute break, and an unpaid thirty (30) minute duty-free meal break. Employees who are regularly assigned more than five (5), but less than six (6) work hours per day shall be entitled to one (1) fifteen (15) minute break and an unpaid thirty (30) minute duty-free meal break." These breaks shall be scheduled at approximately the middle of each segment of the scheduled work day.

C. Legal Public School Holidays

Generally, school district employees shall not be required to work on the following days, if the days are declared student non-attendance holidays by the Board of Education:

- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday After Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday or Presidents Day
- Friday before Easter
- Memorial Day
- June Teenth
- Independence Day (Fourth of July)

However, if any additional school holidays are established by the legislature or removed by the legislature, or if any waivers are granted by which students attend school on any of the holidays set forth above, then the holidays shall not be recognized for purposes of this agreement.

In the event that an employee should be required to work on the holidays designated above, other than a routine building check, time worked will result in the employee receiving holiday pay. Holiday pay shall be considered two times (double) the normal rate of pay. This shall only occur if the holiday has been declared student non-attendance holidays by the Board of Education. Under no circumstances shall there be "stacking" or "pyramiding" of overtime and other premium pay.

Only eligible employees receive pay for holidays. Eligible employees are twelve (12) month custodians / maintenance staff, and two hundred (200) day (or more) secretaries. All other employees are ineligible for holiday pay. Ineligible employees work a fixed number of days per year, are paid for the actual number of days and hours worked. The total annual wages, number of days worked annually, and number of hours worked annually by ineligible are unaffected by holidays.

EXAMPLE 1: WX is an aide who is scheduled to work each student attendance day (one hundred and seventy-five (175) days each year). In November, the legislature adds Valentine's day as a holiday. The Board changes the school calendar so that another school day is added later in the year. WX does not work on Valentine's day, because it is a holiday. WX is not an eligible employee, so she receives no pay for Valentine's day. However, WX still works one hundred and seventy-five (175) days per year (every student attendance day) so her annual wages are unaffected.

EXAMPLE 2: YZ is a twelve (12) month custodian. In November the legislature adds Valentine's day as a holiday. The Board changes the school calendar so that another school day is added later in the year. YZ does not work on Valentine's day, because it is a holiday. YZ is an eligible employee, so she receives pay for Valentine's day. YZ works one fewer day per year, but her annual wages are unaffected.

1. Twelve (12) month custodians / maintenance staff are eligible employees, who are entitled to be paid for all holidays. Two hundred (200) day (or more) secretaries are eligible for some, but not all holidays. Such secretaries shall be paid on holidays which occur during the secretary's normal work "year", or if the secretary is scheduled to work the work day before and after the holiday. Secretaries are not typically scheduled to work the Friday before Easter and would not be entitled to be paid for the "holiday".

EXAMPLE 1: SA is a secretary who is normally scheduled to work a "year" from August 25th through June 30th. She is not scheduled to work during the student's Christmas break. SA is an eligible secretary, because she works two hundred (200) days. SA is entitled to be paid for all holidays, except: Fourth of July, Christmas, New Year's Day. These holidays occur outside SA's normal work "year."

EXAMPLE 2: SB is a secretary who is normally scheduled to work a "year" consistent with student attendance days and institute days (one hundred and eighty (180) days). The school term begins August 25th, and ends June 1st. SB is not scheduled to work during the Students' Christmas break, or during Spring break. SB is not eligible for holiday

pay, because she is not a two hundred (200) day secretary. Rather, she works one hundred and eighty (180) days per year.

2. **Holiday Schedule for Eligible Employees.** If Christmas Day, New Year's Day or the Fourth of July falls on a Saturday, then the previous Friday will be a paid holiday for eligible employees, but only if that Friday is not an attendance day for Students. If Christmas Day, New Year's Day or the Fourth of July falls on a Sunday, then the next Monday will be a paid holiday for eligible employees, but only if that Monday is not an attendance for Students. If Christmas Day, New Year's Day or the Fourth of July fall on Tuesday through Friday and secretaries and/or custodians / maintenance staff work the day before and the day after the holiday, then the secretaries and/or custodians / maintenance staff get the afternoon prior to the holiday off with pay.
3. No holiday is a paid holiday except if the holiday falls on a Monday through Friday, and the Monday through Friday on which the holiday is observed has also been declared a non-student attendance day by the Board of Education.

In the case of an emergency or for the continued operation and maintenance of facilities or property, the board may require non-certified school district employees to work on a legal school holiday. Such employees shall receive from their supervisor notice that their presence is required in the school district on a legal school holiday. Time worked on holidays will result in the employee receiving holiday pay, as stipulated above.

However, if any additional school holidays are established by the legislature or removed by the legislature, or if any waivers are granted by which students attend school on any of the holidays set forth above, then the holidays shall not be recognized for purposes of this agreement.

D. Overtime

1. All hours worked over and above forty (40) hours per week shall be compensated at the rate of one and one-half (1 1/2) times the normal rate of pay.
2. The administration shall prepare and/or rearrange the work schedules to avoid over-time hours.
3. All paid overtime is to be pre-approved by the Superintendent before work is performed. Overtime forms are to be completed in detail and all overtime must be pre-approved before the work is completed. If a Health/Life/Safety issue arrives, the employee must notify the immediate supervisor as soon as safety allows. Otherwise, overtime is solely for the purpose of completing work that cannot be reasonably completed during normal work periods.

Comp Time may be given at the principal or Superintendent's discretion. In accordance with law, comp time given in the week in which it is worked is at a 1:1 exchange. If comp time is taken in a different week than it is earned, then the exchange is 1:1.5. Comp time cannot adversely affect the running of the school. All attempts will be given to make comp time mutually beneficial for both the employee and the building; however, the building principal has the final say on when comp time can be taken. Comp time,

like overtime, is only earned after forty (40) hours have been physically worked and does not include sick time. The employee must have physically worked over forty (40) hours.

E. Full-Time Twelve Month Employment - Vacations

Vacation time shall be earned after the successful completion of employment in accordance with the chart below.

Completed years of employment:	Days of Earned Vacation:
1 - 3	06
4 - 10	11
11 - up	16

Days earned shall be granted after successful completion of the full year's work.

For vacation computations, July 1 shall be considered day #1 for 12 month employees.

For employees that begin work in mid-year, a pro-rated number of days shall be granted that employee at the end of the first school year. For example, if an employee starts November 1, the employee will be granted 4 days vacation (8 months service x 6 days possible / 12 month full year). This will be done in order to standardize accounting of days earned in the following years.

An employee with six (6) days of earned vacation may use three (3) of the six (6) days during the school year when students are not in attendance. An employee with eleven (11) days of earned vacation may use five (5) of the eleven (11) days during the school year when students are not in attendance. An employee with sixteen (16) days of earned vacation may use eight (8) of the sixteen (16) days anytime during the school year. All other vacation days must be used after the last day of the school year but before August 15th. If unavoidable circumstances due to district demands prevent the use of earned vacation days by June 1st, the superintendent shall be authorized to "roll over" those vacation days to the next year. Roll-over days must be recognized in writing. Under normal circumstances, all vacation days must be used within the established parameters.

When employees plan to use vacation days during the school year, no more than half of the custodial / maintenance staff may schedule the same period of time.

Vacation days must be planned and scheduled in advance in order to adequately prepare and plan for district maintenance manpower needs. Lead time and advance notice for scheduling vacation time shall be three times the number of days requested. Single day requests require only one day lead time and advance notice. All vacation days must be approved by the building principal and authorized by the superintendent. An employee's request for use of vacation days, during student attendance days, may be denied if there is proof of hardship on the district. Personnel may be shifted to other buildings to cover for vacationing personnel. The Superintendent may discretionarily waive the restrictions of this provision.

F. Evaluation

Each non-certified employee shall be evaluated annually in April by the person charged with his/her supervision. A formal meeting shall be held between the employee and the administrator to discuss the completed evaluation form. Any employee that is in disagreement with his/her evaluation may appeal to the individual under whose immediate direction he/she works. Should there be any need for a new evaluation form, it shall be mutually agreed upon by representatives of the Board and the Union.

A copy of the evaluation form shall be filed in the employee's personnel file.

G. Use of Emergency Days

Education Support Personnel shall receive their regular pay if the Iroquois West schools are closed for inclement weather. The day must be made up at the end of the school year and no additional pay will be awarded for the make up day. In case of an E-Learning day that will not be made up at the end of the year with student attendance, Educational Support Personnel may make up missed hours by May 15. A personal day may be used to make up these hours. All make up hours will be coordinated with building administrator.

ARTICLE X

Compensation / Fringe Benefits

A. Salary Schedule

The salary schedule shall be as set forth in Appendix A, which is attached and incorporated into this Agreement. The schedule shall be effective on July 1st of each year.

B. Illinois Municipal Retirement Fund

All school employees who are reasonably anticipated to work six hundred (600) hours per year are enrolled in the Illinois Municipal Retirement Fund (IMRF).

C. Pay Periods

Each employee shall be paid on the basis of eighteen (18) or twenty-four (24) payments at the option of the employee. It is the responsibility of the employee to notify the administration of the employee's desired pay periods option by the 1st of June each year. The option for eighteen (18) payments will not be available to full-time, twelve (12) month employees. Employees shall receive their pay on the 10th and 25th day of each month.

D. Major Medical Insurance

1. Insurance with Cash Option - Full-time, Regular Employee

The Board Contribution shall be the total amount of the single health insurance premium rate for the first contract year. For the second contract year, the Board and Board employees shall split equally the increase in cost of the single health insurance premium each year.

If an employee has elected not to participate in the group health insurance program prior to July 1, 2006 the amount allotted in lieu of group health insurance will be \$4,200 for the 2014-2015 school year, \$4,350 for the 2015-2016 school year, and \$4,500 for the 2016-2017 school year. This cash payment will not be available for lump sum payment and shall be processed in substantially equal monthly payments during employment in accordance with the employee's eight-teen (18) or twenty-four (24) pay option selection. Said payment will be considered "taxable wages."

2. Insurance Only with Cash Option - Part-time, Regular Employee

This insurance benefit shall be made available to part-time, regular employees that meet the following criteria:

- a. The employee must work the entire school year;
- b. The employee must work at least twenty (20) hours per week;
- c. The employee must meet the insurance company's standards of eligibility.

For employees that meet these eligibility requirements, the Board shall contribute 50% of the designated dollar amount (identified in Section D.1.) towards the district's group health insurance plan.

If an eligible part-time employee has elected not to participate in the group health insurance program prior to July 1, 2006, the amount allotted in lieu of group health insurance will be \$1,950 for the 2012-2013 school year and \$2,050 for the 2013-2014 school year. This cash payment will not be available for lump sum payment and shall be processed in substantially equal monthly payments during employment in accordance with the employee's eighteen (18) or twenty-four (24) pay option selection. Said payment will be considered "taxable wages."

Individuals who have not elected this option in the past are not eligible to elect cash in lieu of insurance.

If the employee's premium exceeds the Board contribution, the Board will shelter the amount greater than that of the premium from taxation, provided the employee submits a written request in a timely manner to the district's central office to participate in the district's premium only flexible benefits plan (Section 125 Plan).

3. Conflicts With Other Employment

It is expected that non-certified employees recognize District 10 as their primary employer. No leaves will be granted for reasons of secondary employment. The Superintendent has discretionary decision making power in certain cases.

E. Mileage

Employees who use their personal vehicles in the course of their employment or otherwise use their vehicles in approved service to the school district shall be reimbursed at the IRS rate per mile following authorization by the Board of Education. Employees shall use district vehicles for district-related travel whenever available and practical.

F. Building Walk-Through / Boiler Inspections

During winter and spring months on all student non-attendance days, when the boiler is running twenty-four hours a day, each building is to have a "walk-through" covering all levels with visual examination of all rooms and operations. In buildings with two custodians, this duty is to be shared equally. Custodians shall receive one hour of pay for the performance of said building walk-through / boiler inspection. If this duty will extend work time over the normal forty (40) hour week, this pay shall be computed as overtime.

The maximum "Building Walk-Through / Boiler Inspections" rate of pay shall be the normal "over-time" rate.

G. Extra Bus Runs

1. Drivers shall be compensated at the regular rate of pay from the time the driver leaves the bus shed until he / she returns to the shed after the event.
2. Extra bus driving runs will be awarded to drivers on a rotating basis.

3. Compensation for all bus driver "extra runs" shall be paid at the appropriate new employee rate found on the Educational Support Personnel Hourly Wage Schedule.

H. Mandatory Meetings

Employees shall be compensated at his / her regular rate of pay for time spent while in attendance at a mandatory meeting required by the Board and / or the State of Illinois.

I. Required Costs for Employees

The Board shall pay, or reimburse employees, for costs involved in mandatory job requirements, including the cooks sanitation license renewals, and bus drivers annual physical, periodic drug and alcohol testing, and bus permit renewals. The Board shall reimburse bus drivers for the difference between a regular drivers license and a CDL. All Teacher Aides hired after July 31, 2012 will be responsible for the cost of certification.

A medical service provider shall be designated by the district for driver physicals and drug testing. The designated provider shall be paid directly for testing. If a driver prefers to use another provider, only the established rate shall be reimbursed. The school shall reimburse drivers when the medical service provider is different than the designated provider for their physical and drug testing upon request for reimbursement and the receipt marked paid for such services.

J. Training and Tuition Reimbursement

The Superintendent may authorize training leave with pay for attendance at workshops or meetings. The Superintendent may limit the number in accordance with budget limitations or the value of the meeting to the District. Occasionally District employees may be sent to professional growth activities to increase job skills and/or proficiency. When the district sends an employee, all necessary and reasonable expenses shall be paid by the district.

Any employee with the desire to further his/her education in courses related to his/her primary area of work, shall be reimbursed at the rate of up to \$100.00 per credit hour earned. For tuition reimbursement, all courses must be approved in advance by the Superintendent. Approval of such courses shall be at the discretion of the Superintendent. Payment is to be made within thirty (30) days of the time the district receives a transcript indicating that the hours have been obtained.

Employees are encouraged to bring appropriate workshops and seminars to the attention of the administration.

For required compliance tutorials, employees will be compensated for up to seven hours at a rate of \$16.25 per hour. All compliance training must be completed between July 1st and the first day of the school year. The work must be completed at the employee's respective building with documentation of hours with the building principal.

K. Payroll Deductions

The Board shall provide payroll deduction for:

1. Union Dues
2. District Group Insurance Plans
3. Tax Sheltered Annuities in companies approved by the Board, but not to exceed ten (10) companies.

L. Passes

Employees shall be given a family athletic pass to all school activities, except tournaments. Passes shall cover the employee, spouse, and elementary school and high school children, living in the home of the employee.

M. Time Sheets

If for any reason an employee's time sheet is changed from its original form, as submitted to the unit office, the employee shall be given a copy of the corrected time sheet and the reason(s) for the change(s) in written form.

N. Stipend

The maintenance (bus mechanic) shall receive six hundred (\$600) stipend for all the extra jobs assumed in the position.

1. Finds sub drivers
2. Puts bus bids together
3. Organizes the bus routes
4. Puts vacation schedules together

The Transportation Secretary shall receive four hundred (\$400) stipend for the extra jobs assumed in the position.

O. Retirement Incentive

- A one-time retirement incentive shall be available to retirees immediately drawing Illinois Municipal Retirement Fund pension benefits who have at least twenty (20) years of full-time continual service in Iroquois West District 10. Eligible employees shall receive one hundred seventy (\$170) per year of full-time service in District 10 up to a maximum of forty (40) years (i.e. a maximum of \$6,800 benefit). It shall be the responsibility of the retiring employee to give irrevocable notice to the Superintendent, or designee, in writing prior to March 1st of the school year preceding the final year of employment. At no time will the District incur an IMRF penalty. If the retirement incentive calculates above the then IMRF rate, the employee will be paid only up to the allowable rate. The remainder will be paid to the employee as a post retirement bonus. In order to comply with all IMRF language and federal employment laws, the payment will be given to employee after 30 days of retirement and before 60 days of retirement has occurred.

P. 10 Year Incentive

All covered by this contract will, upon ten (10) consecutive and uninterrupted years of continual contractual service to Iroquois West CUSD 10, receive a \$1,000 one-time bonus in the first December pay period of the tenth year.

Q. Act of God Days

In the event that the District uses more than five (5) snow/emergency days, all non-certified employees shall have the option to make up the extra snow/emergency days. For any willing non-certified employee who wishes to make up an Act of God day, he/she will agree to volunteer to work at winter/spring athletic events. Volunteering for two (2) nights selling tickets would be the equivalent to one (1) snow/emergency day. Under no circumstances will the employee be permitted to work over forty (40) hours.

ARTICLE XI

Duration of the Agreement

A. Financial Terms

The financial terms of this Agreement shall be effective on July 1st, 2023 and shall continue in effect until 11:59 p.m. on June 30th, 2025. The remaining terms of this agreement shall become effective upon ratification by each of the parties.

B. This Agreement is signed this 13th day of March, 2023.

In Witness Whereof:

For the Union:

Marisa Perzee
Co-President

Mandy Martinek
Co-President

Theresa Hase
Secretary

For the Board of Education:

[Signature]
President

[Signature]
Secretary

LETTER OF UNDERSTANDING

June 10, 2009
 August 20, 2012
 June 2014
 June 2017
 June 2019
 June 2021
 March 2023

This agreement is made by and between the Board of Education of Iroquois West CUSD #10 and the Iroquois West Para Council of AFT, Local 604. However, this agreement is made as an aid to the parties in properly interpreting and applying the collective bargaining agreement.

1. INCREASE IN BASE RATES OF PAY

	Rate Increase	Beg. Rate 2023-24	After 90 2023-24
CERT TEACHER AIDE	\$1/hour plus 3%	16.65	16.84
AIDE / ASST W/TEACHING CERT.	\$1/hour plus 3%	17.32	17.54
BILINGUAL AIDE	\$1/hour plus 3%	16.80	17.01
SECRETARIES	\$1/hour plus 3%	16.50	16.73
COOKS	\$1/hour plus 3%	16.92	17.08
KITCHEN AIDES	\$1/hour plus 3%	15.62	15.95
CUSTODIANS (AM)	\$1/hour plus 3%	18.62	18.83
CUSTODIANS (PM)	\$1/hour plus 3%	18.81	19.00
BUS DRIVERS	\$1/hour plus 3%	19.47	19.69
BUS MECHANIC	\$1/hour plus 3%	20.38	20.63

	Rate Increase	Beg. Rate 2024-25	After 90 2024-25
CERT TEACHER AIDE	3%	17.15	17.67
AIDE / ASST W/TEACHING CERT.	3%	17.84	18.38
BILINGUAL AIDE	3%	17.30	17.82
SECRETARIES	3%	17.00	17.51
COOKS	3%	17.43	17.95
KITCHEN AIDES	3%	16.09	16.57
CUSTODIANS (AM)	3%	19.18	19.76
CUSTODIANS (PM)	3%	19.38	19.96
BUS DRIVERS	3%	20.06	20.66
BUS MECHANIC	3%	20.99	21.62

2. INCREASE IN RATE OF PAY

2023/24

\$1.00 per hour to base pay and 3%

2024/25

3%

3. There shall be no increases in stipends, P.M. pay, holiday pay, overtime rates or any other premium pay rates for the duration of this agreement.

4. INCREASE IN INSURANCE

2023-2024 School Year:

The Board Contribution shall be the total amount of the single health insurance premium rate for the first contract year. Those taking the stipend in lieu of insurance will receive \$4,500.

2024-2025 School Year:

Board and Board employees split equally the increase in cost of the single health insurance premium. Those taking the stipend in lieu of insurance will receive \$4,500.

2023/24


Board pays full amount of single coverage premium (\$TBD)

2024/25

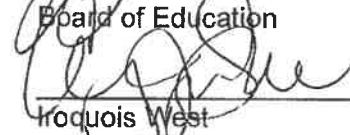
Board/Employee split any increase in single coverage premium over the 2023/24 rate

5. STIPENDS

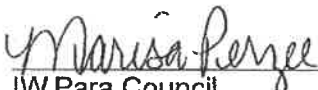
Transportation Assistant	600
Transportation Secretary	400
Pest Abatement Manager	350



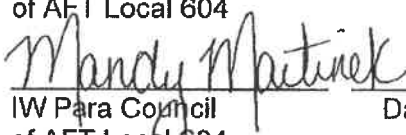
Iroquois West Board of Education 3-13-23
Date



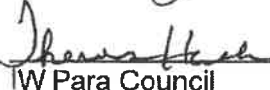
Iroquois West Board of Education 3-13-23
Date



IW Para Council of AFT Local 604 3/17/23
Date



IW Para Council of AFT Local 604 3/21/23
Date



IW Para Council of AFT Local 604 4-16-23
Date

