AGREEMENT BETWEEN THE LASALLE-PERU TOWNSHIP HIGH SCHOOL BOARD OF EDUCATION

8

SCHOOL DISTRICT 120

and the

LASALLE-PERU SUPPORT STAFF UNION,

AFT LOCAL 604

2022-2024

TABLE OF CONTENTS

ARTICLE I - UNION RECOGNITION1
ARTICLE II - BOARD AND EMPLOYEES' RIGHTS
ARTICLE III - GRIEVANCE PROCEDURE. 2 A. Definitions. 2 B. Basic Principles. 2 C. Procedure. 2 1. First Step. 2 2. Second Step. 2
3. Third Step
a. Basis of Decision
ARTICLE IV - SENIORITY FOR PURPOSES OF LAYOFF AND RECALL
A. Seniority Definition 3 B. Classifications 3 C. Reduction-in-Force 4 1. Reduction-in-Force Procedures 4 2. Recall Procedures 4
ARTICLE V – VACANCIES
ARTICLE VI - LEAVES.5A. Sick Leave.5Statement from Physician.5B. Summer School.5C. Bereavement Leave.5D. Personal Business Leave.6E. Legal Absence.6F. Union Leave.6
ARTICLE VII – WAGES
C. Substitute Pay

ARTICLE VIII - EARLY RETIREMENT	7
ARTICLE IX - HOLIDAYS	8
ARTICLE X - PAYMENT FOR UNUSED SICK LEAVE	DAYS8
ARTICLE XI – INSURANCE	8
ARTICLE XII – WORKING CONDITIONS	8
A. Workday	
B. Work year	
C. Evaluation	
D. Personnel File	
E. Notice of Initial Assignment	
F. Training	
G. Workshops, Conferences, Coursework	9
H. Notice/Meetings	
I. Board Agenda	
J. Bargaining Unit Names	
K. Inclement Weather	
L. Substitute Aides	
ARTICLE XIII – EFFECT OF AGREEMENT	
A. Duration	
B. Amendment and Modification	
C. Complete Understanding	
D. No Strike/No Lockout	
E. Savings Clause	
F. Title VII/ADA	
G. Ratification	
EMPLOYEE WAGE APPENDIX	

4

LASALLE-PERU TOWNSHIP HIGH SCHOOL LASALLE, ILLINOIS

WORKING AGREEMENT WITH <u>LaSalle-Peru Support Staff Union, AFT Local 604</u> (SUPPORT PERSONNEL) <u>JULY 1, 2022</u> TO <u>JUNE 30, 2024</u>

THIS AGREEMENT, made and entered into this <u>16th</u> day of <u>November</u>, <u>2022</u> (date of signing by both <u>parties</u>) and in effect to and including the <u>30th</u> day of <u>June</u>, <u>2024</u> at LaSalle, Illinois, by and between the LASALLE-PERU TOWNSHIP HIGH SCHOOL, DISTRICT NO. 120, 541 Chartres Street, LaSalle, Illinois, 61301, and the LaSalle-Peru Support Staff Union, AFT Local 604, who are employees of School District No. 120. The parties hereto desire to establish terms and conditions upon which employees covered by this AGREEMENT shall work for the District. The BOARD and the UNION agree as follows:

I. RECOGNITION

The Board of Education of School District 120, LaSalle County, LaSalle, Illinois, (the "Board") recognizes the LaSalle-Peru Support Staff Union, AFT Local 604 (the "Union") as the sole and exclusive bargaining agent for all full and regular part-time non-certified employees in the following classifications: Nurse (non-certified), Job Coach, Cafeteria aide paraprofessional, Tutor(s), Guidance Aide paraprofessional, Teacher's aide paraprofessional, Student aide paraprofessional, ESL tutor(s), Attendance Advocacy Aide paraprofessional. Excluding all office clerical, security, custodial/maintenance, and cafeteria employees, excluding all managerial, supervisory, confidential and short-term employees as defined by the Illinois Educational Labor Relations Board.

II. BOARD AND EMPLOYEES' RIGHTS

A. Board Rights

It is recognized that the Board of Education and Administration hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon or vested in them by law, including without first negotiating with the Union during the term of this agreement, the right to determine the purpose, mission, object and policies of the School District; to determine the facilities, method, means, equipment, procedure, and personnel required to conduct School District programs, to administer the personnel system of the School District, including the recruitment, selection, appointment, evaluation, training, retention, promotion, assignment, discipline, suspension, demotion, and discharge of employees; to direct, supervise, schedule and assign the work force; to establish standards and efficiency of the employees and the operation of the School District; and to take whatever actions may be necessary or appropriate to carry out the objectives of the School District. The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Board of Education and Administration, and they shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this Agreement except as limited by the specific and express terms of this Agreement.

B. Employees Rights

Employees shall have the right to appear before the Board and present any reasons which he/she feels would justify why the proposed discharge is unwarranted. To appear before the Board, the employee must submit a written request to the superintendent within five (5) days of the notice of

the proposed discharge. He/she shall also have the right of being accompanied by a Union representative at any such meeting.

III. GRIEVANCE PROCEDURE

A. Definitions

16

1. Any claim by the Union or an employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.

B. Basic Principles

1. Every member of the bargaining unit, or the Union shall have the right to present a grievance(s) in accordance with the procedure outlined in this Article.

2. All parties have the responsibility to consider and take action within the periods of time and within the authority delegated to them in this Article.

3. If a member of the bargaining unit or the Union fails to pursue the appropriate step within the time limits established in the grievance procedure, the alleged grievance shall be dropped. If the Board or its administrator fails to respond within the time limit established, the grievant shall have the right to appeal the grievance to the next step.

4. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as having never been filed.

5. Members of the bargaining unit involved after the Second Step of the grievance procedure may request Union representation at any grievance meeting.

6. All time limits shall consist of workdays. Work days are defined as school days except between the last day of the school year and the first day of the next school year work days shall mean calendar days excluding weekends and holidays.

C. Procedure

1. <u>First Step</u>: An in-person contact by the grieving party shall be made to resolve any alleged grievance by means of an informal, verbal discussion between the aggrieved and the Principal within ten (10) work days of the occurrence of the event that purportedly caused the alleged grievance.

2. <u>Second Step</u>: If the alleged grievance cannot be resolved in Step One the employee or the Union may present the grievance in writing to the Principal within twenty (20) work days of the occurrence of the event that purportedly caused the alleged grievance. The written grievance shall identify the grievant, include a detailed description of relevant facts, identify all provisions of the contract allegedly violated, and describe the remedy requested. The employee and the Union shall be provided with the Principal written response within ten (10) workdays following receipt of the written grievance.

3. <u>Third Step</u>: If the grievance is not resolved in Step Two, then the Union may appeal the grievance in writing to the Superintendent or designee within ten (10) work days after receipt of the Step Two answer. Within ten (10) workdays of receipt of written appeal of the Step Two decision, the Union shall be provided with the written response of the Superintendent or designee.

4. <u>Fourth Step</u>: If the grievance is not resolved in Step Three, the Union may appeal the grievance in writing to the Board of Education within ten (10) work days after receipt of the Step Three answer. Further, the Union must include in the appeal its reasons supporting that the alleged grievance is a violation, misinterpretation or misapplication of the Board-Union Agreement. The Personnel Committee of the Board shall hear the alleged grievance within fifteen (15) workdays with such parties as either group may desire. The hearing shall be closed at the request of either group. The Union shall be provided with the written response of the Board within fifteen (15) workdays after the hearing.

5. <u>Fifth Step</u>: In the event that the grievance has not been satisfactorily resolved in Step Four of the Grievance Procedure, the Union may request in writing within twenty (20) work days that the matter go to arbitration. The Union shall request a panel of five arbitrators from the Federal Mediation and Conciliation Service. If the Board, or their designee, and the Union are unable to agree upon one of the panel members to resolve the grievance, an arbitrator shall be chosen by each party alternately striking one name from the list until only one name remains. The Union shall strike the first name, the Board shall strike the second name, etc.

a. <u>Basis of Decision</u> The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

b. <u>Arbitration Cost</u> Each party shall pay the cost of expenditures incurred by it in connection with the arbitration. The cost of the arbitration and the arbitrator's copy of the proceedings shall be borne equally by the Employer and the Union. Should either party desire a copy of the proceeding, the party requesting the copy shall pay the cost of the copy

IV. SENIORITY FOR PURPOSES OF LAYOFF AND RECALL

A. Seniority Definition

1. Length of time in the School District; provided, however, that unpaid leaves of absence shall not be counted in determining seniority. In addition, leaves of absence shall not constitute an interruption or break in continuing service for seniority purposes.

2. If the years of total continuous service in the employee's classification with the School District are equal between two or more employees, then seniority shall be determined by total service in the School District, whether or not continuous.

3. If the years of total service in the School District are equal between two or more employees within that classification, then seniority shall be determined by (a) greater number of months employed per year, and (b) greater number of hours in normal workday.

4. If two or more employees remain equal after application of the factors set forth in (1 through3) above, the employee having the greater seniority shall be determined by lot.

B. Classifications

1. Each type of support staff position shall be considered a job classification and employees have seniority only within that job classification. Classifications of seniority to be determined by date of hire. The following are considered job classifications by the district at this time: (a) teacher aide paraprofessional; (b) student aide paraprofessional; (c) job coach: (d) nurse; (e)

cafeteria aide paraprofessional; (f) ESL tutor(s); (g) Title I aide paraprofessional; (h) guidance aide paraprofessional, and (i) Attendance Advocacy Aide paraprofessional.

2. Notwithstanding any other provision in this agreement, the following classifications shall be dealt with as follows:

a. Student aide paraprofessionals for specific students shall be laid off when the student to whom they are assigned leaves the District, except as follows: (1) the paraprofessional is qualified to be reassigned to another paraprofessional position vacancy, or (2) another less senior paraprofessional in the same classification may be laid off without negatively impacting the student to whom that paraprofessional is assigned. If a paraprofessional is laid off during the school year, the paraprofessional will be given a minimum of thirty (30) days advance notice. Any paraprofessional laid off under B.2.a. who is not qualified for any job opening that occurs prior to thirty (30) days after the first day of the next school year shall receive \$25.00 for each unused sick leave day.

b. ESL tutors shall be laid off based on the district's World Language needs as determined by the Board.

C. Reduction-in-Force

1. <u>Reduction-in-Force Procedures</u>

In the event of a reduction-in-force affecting a particular job classification of employees, the Board shall first dismiss the least senior employee in that classification as seniority is defined in Section A. Employees who are removed or dismissed for such reasons shall receive written notice of dismissal by certified mail in accordance with provisions of <u>The School Code</u>.

An employee who is reduced shall be provided the following:

a. For those employees covered by the District's health insurance plan, the opportunity to purchase District health insurance for 18 months.

b. Seniority shall continue as long as the employee has recall rights as defined by law,

2. Recall Procedures

- 1. If a vacancy occurs for the following school term or within one calendar year from the beginning of the school term following the reduction-in-force, the Board shall offer the vacant position to the employee with the most seniority on the recall list who is on layoff from the classification being increased. Any recalled employee shall retain his/her previously accumulated seniority for the period after the dismissal and prior to re-employment-
- 2. If a vacancy occurs during the same time period in a classification other than the one the employee held before layoff, the employee may apply and the District shall afford the employee an interview and give close consideration to the employee's qualifications and suitability for the position.
- 3. The Board of Education shall mail by certified mail, return receipt requested, to the eligible employee's last known address notice of the vacancy. To be recalled, the eligible employee must respond in writing within seven (7) days of the mailing of the notice by the Board. The employee's failure to notify the board of acceptance of any vacancy shall constitute rejection of the offer of employment. Any employee who rejects an offer of an available position shall

be deemed to have waived his/her recall rights in accordance to provision of <u>The School</u> <u>Code</u> and will no longer be eligible for any vacant position(s) that become available during the recall period.

V. VACANCIES

A vacancy in any of the classifications covered by this document shall be posted on the Board of Education's bulletin board located outside the Superintendent's office. Any employee may submit a written application indicating interest in the vacancy within ten (10) days of the vacancy posting. The Board and/or the Superintendent shall retain the right to appoint the most appropriate person to the vacant position. The Union President shall receive a copy of vacancies posted.

VI. LEAVES

A. Sick Leave

For personal illness, serious illness or death in the employee's immediate family, or birth, adoption or placement for adoption, an employee shall be allowed, twelve (12) school days with full salary in each school year for the first ten (10) years of employment, fourteen (14) school days for years eleven (11) through twenty (20), and sixteen (16) school days for each year thereafter. There shall be no limit on the number of sick days an employee may accumulate.

Immediate family as herein used means wife, husband, children, brothers, sisters, father, mother, grandmother, grandfather, grandchildren, also in-laws similarly related, common law partners, and legal guardians. Exceptions may be made by the Superintendent for other relatives who because of special circumstances would be considered a member of the immediate family.

<u>Statement From Physician</u> The Superintendent may require written verification by a licensed physician for any absence of two (2) days or more chargeable as sick leave. When required by the School Code, the District shall reimburse the employee the cost of obtaining such verification.

B. Summer School

In the event a support staff member works in the summer school program and must be absent for reasons of illness, the staff member may utilize up to one full sick day, which equals two (2) summer school days during the summer program for purposes of avoiding a reduction in compensation.

C. Bereavement Leave

Three (3) days for bereavement leave shall be granted for each case where death has occurred in the "immediate family." This leave is not to be accumulated and is not charged against the employee's sick leave.

One (1) day for bereavement leave shall be granted for each case where death has occurred in the employees' "household." The term "household" shall be interpreted to mean aunt, uncle, niece and nephew.

D. Personal Business Leave/Personal Leave

- 1. Three (3) days per year shall be granted as personal leave with no loss of pay; however, a request for this day must be made to the administration at least two (2) days in advance. No reason need be given. Requests for personal leave may be denied if the request is during the first five or last five school days of the school year, in conjunction with a school holiday, or if granting the leave would reduce the number of regular staff to an unworkable number. The decision of the administration shall be final.
- 2. Guidelines applicable to the above provisions.
 - a. <u>Emergencies</u> In the case of an emergency, the above two-day leave notice may be waived if approved by the administration.
 - b. <u>Conversion to Sick Leave</u> Personal Business or Personal Leave that is not used during the school year shall be converted to sick leave days on July 1.

E. Legal Absence.

A leave of absence shall be granted to any employee that has been summoned for jury duty or subpoenaed to appear before a legal panel and there shall be no loss in salary, except that the BOARD may make a deduction equal to the amount received for jury duty or court appearance.

F. Union Leave.

The Union president, or designee, shall be granted a maximum of three days leave per year to allow its designated delegates to attend Union conferences and conventions or to attend State Board workshops, conferences, or seminars.

VII. WAGES

A. <u>Wages</u> Newly hired employees without previous experience or special skills shall be placed on the first level of the schedule applicable to their job classification. Prior experience in related jobs in an educational setting will be credited on a one year-for-one year basis. Employees who hold Bachelor degrees or beyond will be placed on the schedule five (5) years beyond where their experience would place them. Should it be determined that an employee has relevant special skills or prior experience in related jobs other than an educational setting, either of which would benefit the District, the President of the union shall be consulted before finalizing the starting wage.

Salary Schedules See Employee Wage Appendix.

In the event the current nurse leaves her position during the term of this contract, the minimum hire rate for the nurse's position shall be:

2022-2023: \$40,000 2023-2024: \$41,200

Once hired, the nurse shall receive a wage increase of 5.0% 2022-2023 and 5% in 2023-2024. Should it be determined that a nurse candidate has relevant skills or prior experience in related jobs in or outside an educational setting, either of which would benefit the District, the President of the Union shall be consulted before the minimum rate is increased.

B. <u>Pay Periods</u> Pay periods will be every second Friday. If a pay period falls on a legal holiday, payments will be made as conveniently as possible prior to that holiday.

C. <u>Substitute Pay</u> An aide shall receive the substitute hourly rate of pay when assigned as a substitute by the administration.

D. <u>Dues Deductions</u> Union dues of IFT members shall be withheld bi-weekly from salary checks and paid monthly by check to LaSalle-Peru Support Staff Union, AFT Local 604.

E. <u>Credit Union Deductions</u> Credit Union deductions shall be made bi-weekly from the checks of employees who have authorized such payments.

F. <u>Tax Sheltered Annuities</u> Tax sheltered annuity programs, approved by the Union and the Board, shall be made available for purchase to all bargaining unit members. The Board shall notify the employee no later than September 1 each year of those tax sheltered annuities that are available.

G. <u>Uniform Allowance</u> The School Nurse shall be reimbursed in an amount up to \$100 per year upon presentation of bills for purchase of laboratory coats used while on duty.

VIII. EARLY RETIREMENT

A. Upon receipt of a support staff employee's irrevocable notice of intent to retire at the end of the school year no greater than two school years after that year in which the notice is given, the Board of Education shall award to the support staff employee additional sick days sufficient to maximize the employees creditable service that can be derived from accrued sick leave under the formula utilized for such calculation by IMRF, provided the following conditions are met:

- 1. The employee has had at least ten years of continuous service with the District;
- 2. As of the date the employee submits his or her notice of retirement the employee has accrued and retains at least 50% of the total sick days he or she was awarded during employment;
- 3. The employee elects to receive no payment under Article XI for any sick leave used to acquire creditable service under IMRF.

B. EARLY RETIREMENT INCENTIVE

Upon receipt of a support staff employee's irrevocable notice of intent to retire from District #120, and who qualifies under this retirement benefit as defined in Article VIII.A, the Board shall grant the support staff employee increases in their IMRF reported earnings (including to the extent applicable, but not limited to, any extra-duty stipends) in an amount equal to the maximum allowed by State law without creating Board liability to IMRF for any excess salary cost or penalty. After a support staff employee submits their notice of intent to retire, the salary shall be calculated independent of existing wage increase language. The support staff employee shall not be eligible for any additional wage increases or extra-duty stipends.

ELIGIBILITY AND QUALIFICATIONS

- 1. Submit an irrevocable notice of intent to retire no later than August 1, prior to the school year in which the retirement plan is to begin.
- 2. Minimum of ten years of continuous service to the District preceding retirement.

IX. HOLIDAYS

The Board shall designate at the beginning of each school year the holidays for which employees shall be paid, provided the holiday occurs in a week in which the employee is scheduled to work. In addition, each employee shall be paid for Christmas, the day after Christmas, and New Year's Day, Friday before and Monday after Easter, regardless of whether the employee is scheduled to work that week. In the event that school is held on a holiday, the employee will not receive additional pay or time.

X. PAYMENT FOR UNUSED SICK LEAVE DAYS

At retirement, employees shall receive \$30.00 for each unused sick leave day that is not applied toward the employees' IMRF retirement while in the employment of the district. If the employee dies after age 50, before retirement, or after 20 years' service, the benefit amount shall be paid to the employee's beneficiary. The maximum number of days that will be compensated at the unused sick leave rate is 100 days.

XI. INSURANCE

Employees may participate in the L-P insurance programs (health, dental, vision, life) with the eligibility, terms and benefits as stated in the Summary Plan Description and Plan Document for each program. The employee's share of the premium shall be established on a district-wide basis, which is determined on an annual basis. The employees in this bargaining unit shall be under the same insurance program with the same terms and conditions as the district's employees represented under the LaSalle-Peru Federation of Teachers collective bargaining agreement. The group of employees covered by this Labor Agreement shall select one employee from their group to serve on the Insurance Committee.

XII. WORKING CONDITIONS

A. Work Day.

1. The normal workday shall be determined by the administration for each position. Depending on the position, full-time employees will work eight (8) hours, seven and one-half (7-1/2), seven (7) hours per day, or five (5) hours per day.

2. Each full-time employee will be allowed one (1) fifteen (15) minute break per day not to be used in conjunction with lunch.

3. Due to the nature of the special needs programs, the following paraprofessionals may be paid 8-hours, which includes paid lunch and breaks, as assigned by administration.

- a. Pride Program Teacher's Aide Paraprofessional
- b. Oasis Program Teacher's Aide Paraprofessional
- c. Goals Program Teacher's Aide Paraprofessional

B. <u>Work Year</u>. The work year shall be determined by the administration for each position. Generally, it shall be one of the following:

- 1. Those days that school is in session. Additional workdays will be scheduled as needed.
- 2. The nurses' work year will be the same as the teachers. The nurses will be assigned to work registration and paid the district summer registration rate.

C. <u>Evaluation</u> Each employee shall be evaluated annually by his or her immediate supervisor. The evaluation shall be placed in the employee's personnel file.

D. <u>Personnel File</u> Employee's shall receive copies of material placed in their personnel file, except confidential recommendations. The employee has the right to submit a letter of rebuttal within twenty (20) days to any material placed in his/her file.

E. <u>Notice of Initial Assignment</u> The Board shall mail to employees their intended initial job assignments by August 1. The Board reserves the right in its sole discretion to change job assignments.

F. <u>Training</u> If an employee receives a new job/student assignment which requires a new skill(s) or knowledge, the employee will be offered the opportunity to gain the necessary training or knowledge at the district's expense.

- A conference will be held with each aide, within 15 days from the start of the school year or 15 days from the date a student is enrolled, to fully inform them of each student's needs. In the event that a student's needs require immediate use of a new skill, the District will endeavor to train the employee prior to initial contact with the student.
- 2. Teacher aides will not be required to transport students in their personal vehicles as part of the normal duties of a teacher aide.
- 3. A school nurse or properly trained individual shall perform catheterizations.

G. <u>Workshops, Conferences, Coursework</u> The Board may assign employees to attend in-service sessions and when the employee is so assigned the Board shall reimburse the employee for the enrollment fee, if any.

H. Notices/Meetings

- 1. Support Staff Union may share the bulletin board with Teachers' Council on terms agreed between the unions.
- During non-working time and with the advance approval of the Superintendent or designee employees may meet on school property. Employees shall not work on union business during working time.
- 3. The Superintendent or designee shall schedule regular meetings with representatives of the Union at mutually agreed times bimonthly during the months of September through May. Additional meetings may be scheduled when the need arises.

The purpose of the meetings will be to discuss matters relating to the implementation of the agreement and the relationship between the parties, including changes in existing policies and procedures that may impact working conditions.

I. <u>Board Agenda</u> A copy of the agenda of each Board meeting will be placed on the Board of Education's bulletin board located outside the Superintendent's office, prior to each Board meeting. The Union shall be entitled to appear on the Board agenda provided that a written notification is submitted to the Superintendent seven (7) or more days prior to the Board meeting.

J. <u>Bargaining Unit Names</u> The District shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessment, or fees. Authorized deductions shall be irrevocable except in accordance with the

terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by and between the Union and the employees, and the District shall not be expected to work directly with employees regarding such deductions. In the event that an employee revokes his or her dues in accordance with their terms in which he or she authorized the dues deductions, the Union will notify the employer immediately after the close of the revocation window.

The District agrees to remit these dues and/or fees to the Union once each month that dues/fees are deducted. A list of employees for whom deductions have been made and the amount of each deduction shall accompany the first remission. Any changes in personnel from the list previously furnished shall be submitted to the Union president or designee with the names, addresses, salary and step placement within five (5) workdays (regarding all new employees).

The Union shall indemnify and hold harmless the District, its Board, its members, officers, agents, and employees (collectively referenced herein as the "District") from and against any and all claims, demands, actions, complaints, suits, judgments, administrative decisions, or other forms of liability (monetary or otherwise), including, but not limited to, attorney fees, court costs and interest that shall arise out of or by reason of any action taken or not taken by the District for the purposes of complying with any of the provisions of this Article, or in reliance on any list, notice, certification, affidavit, assignment or other information furnished under any of such provisions. If an improper deduction is made and remitted to the Union, then the Union shall promptly refund any excess amount directly to the employee involved. The District will notify the Union of any written claim, demand, or suit arising from this section.

K. <u>Inclement Weather</u> On days when students are released for inclement weather or other unsafe conditions, employees shall be allowed to leave after the student buses have departed with no loss of pay. When the entire school day is canceled, hourly employees shall have the option to use an accumulated paid leave day (Personal or Sick) to not suffer loss of pay.

L. <u>Substitute Aides</u> In the event of an absence, the district will make every effort to fill the vacancy with a substitute Aide.

XIII. EFFECT OF AGREEMENT

A. <u>Duration</u>. This AGREEMENT shall become effective as of the <u>1st day of July 2022</u>, and all foregoing provisions shall remain in full force and effect until and including the <u>30th day of June</u>, <u>2024</u>.

B. <u>Amendment and Modification</u>. This agreement constitutes the sole and entire existing agreement between the parties in respect to pay, wages, hours of employment or other conditions of employment, which shall prevail during the term of this Agreement. It supersedes all prior practices, whether written or oral, and expresses all obligations of and restrictions imposed upon the employer and the union. This contract is subject to amendment only by a subsequent written agreement between and executed by the Union and the Employer. This Agreement may be reopened by mutual written consent of the Board and the Union.

C. <u>Complete Understanding</u> The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union for the life of this agreement each voluntarily and unqualifiedly waives the right to bargain collectively with respect to any matters covered in the Articles of this Agreement.

D. No Strike/No Lockout

1. During the term of this agreement there shall be no strikes, work stoppages, slow downs or intentional interruptions of educational duties by either LaSalle-Peru Support Staff Union, Local 604 or the employees covered by this Agreement. It is understood and agreed that any employee violating this provision of the Agreement shall be subject to disciplinary action by the Board to the extent of and including dismissal.

2. The Board agrees that it will neither conduct nor condone any lockout of employees because of labor dispute for the duration of this Agreement.

E. <u>Savings Clause</u>. Should this Article, or any article, section or language of this Agreement, be declared illegal by a court of competent jurisdiction, then that article, section or language shall be deleted from this Agreement to the extent that it violates a law. The remaining articles, sections and language shall remain in full force and effect.

F. <u>Title VII/ADA</u>. The Board and the Union recognize that in all cases of conflict between Title VII of the Civil Rights Act and/or the Americans With Disabilities Act and any provision of this collective bargaining agreement, or any practice under any provision of the collective bargaining agreement, then in that event Title VII and/or the Americans With Disability act shall prevail.

G. <u>Ratification</u>. The parties to this Collective Bargaining Agreement have duly approved and ratified same, and have hereunto set their hands as follows:

Ratified by members of LaSalle-Peru Support Staff Union AFT Local 604 at a meeting held this 16th day of November, 2022.

Passed, and became a part of the minutes, by the BOARD OF EDUCATION, DISTRICT 120, LaSalle, Illinois, 61301, this 16th day of November, 2022.

President, Board of Education

Union Representative, Lasalle-Peru Support Staff Union, AFT Local 604

2022 Date:

12/20 Date:

Board of Secretary.

Date

Support Staff Union AFT Local 604 Employee Wage Appendix

	\$3.75 2022-23 Hourly Rate		\$1.00 2023-24 Hourly Rate	
Employee 01	\$	20.95	\$	-
Employee 02	\$	19.20	\$	20.20
Employee 03	\$	17.09	\$	18.09
Employee 04	\$	23.33	\$	24.33
Employee 05	\$	17.44	\$	18.44
Employee 06 (Open - Hurst)	\$	16.50	\$	17.00
Employee 07	\$	21.22	\$	22.22
Employee 08 (Open - Title I Math)	\$	16.50	\$	17.00
Employee 09	\$	17.75	\$	18.75
Employee 10 (Open - Alonzo)	\$	16.50	\$	17.00
Employee 11	\$	17.59	\$	18.59
Employee 12	\$	22.64	\$	23.64
Employee 13	\$	19.54	\$	20.54
OPEN (Wolfe)			\$	17.00

Hire in 2022-23

1

.

Experience		
Years	2022-23	2023-24
1 - 5	16.50	17.50
6 - 9	17.33	18.33
10 - 14	18.19	19.19
15+	19.10	20.10

Hire in 2023-24

Experience	
Years	2023-24
1 - 5	17.00
6 - 9	17.84
10 - 14	18.74
15+	19.67