Union Proposals March 18, 2026

Will County District 92 Council, AFT 604
Union Proposal #4.1 Progressive Discipline
(3/18/26)

Rationale:

Recent discipline cases have highlighted the need for fair, consistent, and legible practices around discipline for all members. Just cause is a widely accepted standard in the legal and labor communities that is appropriately applied in a variety of neighboring districts.

3/18/26: Allowing the district to discipline some employees *without* just cause is a deep concern for the union, and we therefore are reintroducing this article and seeking discussion on the need for the district to have such discretion.

Language:

ARTICLE XI. PROGRESSIVE DISCIPLINE

A. The discipline of teachers shall, in the usual case, follow progressive discipline concepts, and be applied only for just cause after an investigation that affords the Union members due process. The Board agrees to administer discipline in a manner that is neither arbitrary nor capricious. The disciplinary steps will be:

   1. Verbal warning.
   2. Written reprimand.
   3. Suspension without pay.
   4. Discharge.

B. The disciplinary steps shall be used and initiated at the appropriate level within the context of any initiating incident or set of behaviors deemed inappropriate.

C. Where the circumstances of a particular case and/or the seriousness of a particular offense make the application of progressive discipline inappropriate, the Superintendent or designee may apply discipline at a higher step that is reasonably proportionate to the offense committed.

D. This provision shall not apply to dismissal or changes in employment status which occur for non-disciplinary reasons, such as a reduction in the workforce or the nonrenewal of probationary teachers.

E. No parental complaint shall be placed in a personnel file, unless the complaint has been investigated by the District and found to have validity.

Union	**Board of Education**
Date	**Date**

The Seven Tests of Just Cause is not a policy; however is an accepted industry wide standard in determining corrective action. The guideline below is intended to assist the employer in determining the appropriate course of action in preventing and addressing workplace issues.

Consider the following checklist prior to issuing corrective action:

1. **Fair notice**: Did the employee receive notice that the action would result in a consequence or is there a policy prohibiting such conduct?
2. **Reasonable Rule**: Was the rule reasonably related to operational needs of department?
3. **Investigation:** Was there an investigation to determine that conduct was worthy of corrective action?
4. **Fairness:** Was investigation conducted in a fair and objective manner and free from discrimination?
5. **Proof:** Did the employer collect sufficient evidence to determine corrective action?
6. **Consistency:** Where the rules applied to evenly to everyone in the department?
7. **Appropriate Discipline**: Was degree of discipline commensurate with offense?

Other items to consider are:

1. **Mitigating circumstances**: were there any conditions that may have been a contributing factor that need to be taken into consideration, which would make the offense different from other similar offenses?
2. **Progressive discipline**: aside from egregious conduct, was there an opportunity to issue a lesser discipline that allows an employee an opportunity to correct issue before issuing a financial burden or separation from employment?

For additional assistance, please contact Jesse Perez, Director of Employee and Labor Relations, at 815-753-5057 (also available on Groupwise).

References:

http://www.wshrn.net/seventests.pdf
https://www.utoledo.edu/depts/hr/hsc/pdf/just_cause.pdf
http://hr.osu.edu/public/documents/hrpubs/laborrelations/JustCauseTest.pdf?t=2015115143552
http://www.labornotes.org/2013/06/time-update-union-handbook-just-cause

Will County District 92 Council, AFT 604
Union Proposal #5.1 Leaves
(3/18/26)

Rationale:

Allowing teachers to use their allotted personal days at any time during the school year supports educator well-being and professionalism. When teachers use these days without restrictive conditions, it promotes trust, autonomy, and respect for their professional judgment.

The use of personal days should not be at the discretion of others because otherwise decisions as to what is considered a personal day will always be made with subjectivity and bias.

Ultimately, granting teachers the ability to use their three personal days whenever needed is a practical, supportive policy that acknowledges the realities of modern living, enhances educator well-being, and sustains a stable, high-quality learning environment for students. It would be considered an incentive during the hiring process, as the benefits package is presented, which will attract new teachers to district 92 in the current competitive market.

Language:

ARTICLE XVI. LEAVES

B. Personal Leave

Teachers shall be granted a maximum of three (3) personal leave days (pro rata to FTE) per year with pay. A personal leave day is defined as a day to allow personal time to conduct personal business.~~, which is impossible to schedule at a time other than during a school day.~~ A personal leave day may not be used for income production~~;~~ or work stoppage ~~or activities that could be scheduled when school is not in session~~. Unused personal leave shall accumulate only as accumulated sick leave.

~~The use of a personal day is subject ot hte following conditions, however, the following conditions (#3-5) may be waived or accepted by the Superintendent in their discretion without establishing a precedent:~~

~~1.~~ Except in cases of emergency or unavoidable situations, a personal leave request should be submitted to the Building Administrator in advance of the requested date.

~~2. A teacher may request a single day of personal leave without providing a reason. Requests to use two or more personal days at a time, or to use personal leave consecutively with another form of leave, shall require a reason.~~

~~3. No personal leave day may be used immediately before or immediately after a holiday, during the first and/or last 5 days of the school year, or in connection with school break times.~~

~~4. Personal leave may not be used on an in-service day.~~

~~5. Personal leave may not be used when the employee's absence would create an undue hardship.; i.e., more than two teachers per attendance center absent on personal leave.~~

Union	**Board of Education**
Date	**Date**

Will County District 92 Council, AFT 604
Union Proposal #10.1 Artificial Intelligence
(3/18/26)

Rationale:

The Union proposes a joint committee to oversee adoption of AI and related automation technologies. AI technologies are already being adopted by employers, including education employers, with significant disruptive effects. The union believes such changes can be mutually beneficial to all parties if approached with mutual understanding, respect, and input. Therefore, we propose that any new adoption of AI technology be mutually vetted and agreed upon prior to implementation.

3/18/26 - The union maintains that the best outcome to ensure fair implementation of new AI technologies, and to minimize potential grievances, is to include the union in decisions over final adoption. However we will concede the point with assurances that these technologies will not be used in personnel matters, and that decisions on use by employees remain within their professional discretion.

Language:

ARTICLE X – Artificial Intelligence

The Union and the District recognize that the group of technologies and systems collectively referred to as Artificial Intelligence (AI) will have broad impacts on teaching and learning. It is mutually understood that such technologies should be approached as an opportunity to improve work and education outcomes while respecting the rights and professionalism of teachers.

The Union and the District shall establish a joint committee to oversee adoption of AI and Automation in the district. This committee will consist of two representatives chosen by the Union and two representatives chosen by the District, and shall meet at least once per school year, no later than March 1st. The committee will discuss and advise the Board on the adoption and implementation of new technologies, and related training and professional development. The committee will receive such training as mutually deemed necessary to understand new technologies as they emerge.

Prior to any adoption and/or implementation of AI technologies, the Union will be informed of the Board's intent, and the joint committee will be engaged. Regardless of other considerations, AI technologies may not be used for personnel decisions, including but not limited to evaluations, discipline, reductions in force, or involuntary transfers. Individual teachers will have

sole professional discretion over whether to use or not use AI technology in their work. The union will be informed of any use of AI technology to surveil employees to aggregate surveillance data. ~~Final adoption and/or implementation of the aforementioned technologies must be approved by the Board and the Union.~~

Union	**Board of Education**
Date	**Date**

Economic Package
3/18/26

Union Proposal 1.1 - Extra Duty Stipend
Union Proposal 7.1 - Student Service Team Lead Stipend
Union Proposal 8.1 - Summer School Pay
Union Proposal 11.1 - Salaries
Board of Ed Proposal 3.1 Health and Welfare

Will County District 92 Council, AFT 604
Union Proposal #1.1 Substitute Teaching Rate
(3/18/26)

Rationale:

The hourly rate has remained stagnant for many years. The rate increase was determined based upon the percentage increase of the prior contract.

Language:

ARTICLE VI: SUBSTITUTE TEACHING

1. When it is known that an individual teacher is to be absent for a period of four consecutive weeks, a riffed teacher will be asked to fill the position before asking other regular substitutes. Riffed teachers will be called in the order of seniority as stated in Section 24-12 of the Illinois School Code. Only teachers who are qualified to fill the position will be called. A riffed teacher is a teacher who was released due to a reduction in force during the prior school year.
2. Teachers who take responsibility for an absent teacher's classes shall be paid the rate of ~~$36~~ ~~$41*~~ $40.00 per hour for the 2026-2027 school year, $41 per hour for the 2027-2028 school year and $42.00 per hour for the 2028-2029 school year.
3. The hourly rate will be prorated to reflect the actual duration of the class period. The Administration will ask for volunteers and will make reasonable attempts to spread coverage assignments among the building's available staff members to avoid unduly burdening any particular teacher. ~~However, the Administration has the right to require available teachers to cover classes for their absent colleagues.~~

~~*This rate will be adjusted yearly based upon the salary increase percentage.~~

Will County District 92 Council, AFT 604
Union Proposal #7.1 Salary Differential for School Psychologist/Student Service Team Leader
(3/8/26)

Rationale:

We are seeking to update and memorialize the MOA signed between the union and the administration on 12/4/2023. Given all the responsibilities in our role, psychologist and administrator/coordinator duties included, it would be impossible to ensure adequate plan time and still meet all of the requirements of our position. We are requesting a salary differential for additional compensation because even if we have a scheduled plan time, it is not possible to adhere to that schedule due to the administrative/coordinator duties that are required and listed below. These duties fall outside of the role of a traditional school psychologist and would require that additional people be hired to fulfill these responsibilities if school psychologists did not coordinate them (e.g., MTSS/RTI Coordinators, Special Education Coordinators, etc.)

Article XXII: SALARIES

Language:

1. School Psychologists will be taking on additional duties, that the job title and description needs to be updated, and that the additional duties warrant additional compensation.
    a. The position of School Psychologist will be retitled School Psychologist/Student Services Leader
    b. The job description for School Psychologist/Student Services Leader will be updated to include aspects of coordinating and implementing multi-tiered systems of support ("MTSS").
    c. Compensation based upon completed years of service as a Full-Time School Psychologist or School Psychologist/Student Service Leader in District 92.

2. Current Salary Differential:

2025-2026 Salary Differential Schedule

Years of Service	Annual Salary Differential Amount
0-3	$8,888
4-6	$9,523

7-9	$10,158
10-12	$10,793
13+	$11,428

These amounts will increase annually in a manner consistent with the stipend structure outlined in the collective bargaining.

Salary differential will be prorated for SP/SSL's hired mid-school year. Under no circumstances may payment of this differential expose the Board to excess salary payments or charges from the Illinois Teachers' Retirement System ("TRS") and the differential will be automatically reduced to the extent necessary to avoid such exposure.

Will County District 92 Council, AFT 604
Union Proposal #8.1 Extra Duty Curricular Salaries
(3/18/26)

Rationale:

The hourly rate has remained stagnant for many years. The rate increase was determined based upon the percentage increase of the prior contract.

We propose the following changes in order to maintain a stable, consistent educational environment for ESY students, to efficiently utilize District resources, and properly compensate staff for expertise and experience.

Language:

Article XXII: EXTRA DUTY CURRICULAR SALARIES

Section C. Instructional Tutoring, ~~Summer Instruction,~~ Extra Curricular Teaching, Mandatory Supervisory Duties

The Board shall pay for instructional tutoring, extra curricular teaching outside the school day, and/or mandatory supervisory duties, not to include detention duty, beyond the scheduled school hours at the rate of ~~$36.00~~ ~~$41.00*~~ $40.00 per hour for the 2026-2027 school year, $41 per hour for the 2027-2028 school year and $42.00 per hour for the 2028-2029 school year. See attached salary schedule for payment of extra duty, co-curricular duties. All district sponsored curriculum related meetings (e.g. summer committee work, workshops, meetings) held outside the regular school day will be compensated at the rate of ~~$36.00~~ ~~$41.00*~~ $40.00 per hour for the 2026-2027 school year, $41.00 per hour for the 2027-2028 school year and $42.00 per hour for the 2028-2029 school year.

~~*This rate will be adjusted yearly based upon the salary increase percentage.~~

Section G. Extended School Year Instruction

The Board shall pay Summer Instruction teaching staff ~~"~~ $50.00 per hour for the 2026-2027 school year, $51.50 per hour in the 2027-2028 and $53.00 per hour in the 2028-2029 school year. ~~at their individual hourly rate (teacher's annual salary divided by 1260).~~ Teaching staff will be assigned to lead teaching roles prior to other non-licensed staff or teachers outside of District 92, even if the non-licensed staff/non-D92 teacher has the qualifications needed.

Will County District 92 Council, AFT 604
Union Proposal #11.1 Salaries
(3/18/26)

Rationale:

We need to attract and retain highly qualified staff. People are leaving the district and in many cases they are not being replaced. This is causing a vicious cycle of increasing workloads and work stress on teachers loyal to the district that will cause more people to leave and exacerbate staffing issues.

Past increases have not kept up with past cost of living increases, and 34% of teachers surveyed are being forced to take second jobs.

Due to the ever increasing demands of the profession and the level of support that current learners need, staff deserves an increase. There has been a reduction in support staff in our district with a loss of 3 teachers in each building in the 2025-2026 school year (2 instructional aides and permanent sub). Teachers are having to sub, which disrupts the learning process.

Language:

ARTICLE XXII. SALARIES

2026-2027 ~~7%~~ 6.5%

2027-2028 ~~6.5%~~ 6.25%

2028-2029 ~~6.0%~~ 6.0%

Union	**Board of Education**
Date	**Date**

Response to Board of Education
Proposal #3.1 Health and Welfare
(3/18/26)

ARTICLE XVII. HEALTH AND WELFARE

A. The Board of Education will provide medical and dental insurance coverage for all teachers and their dependents. The Board of Education will also provide $30,000 in term life insurance coverage on each teacher.

B. The major medical and dental coverage shall continue in a form substantially similar to the plan in effect as of the date of execution of this Agreement except to the extent that: (i) the co- payment for the drug card shall be $10 for generic brand prescriptions, $25 for formulary prescriptions and $40 for name brand prescriptions and the deductible shall be $450 annually, renewing on January 1st ~~September 1st~~ of each year or the first day of the plan's renewal period as long as no employee shall have a lapse in their medical or dental coverage.

C. The Board of Education will pay 100% ~~90%~~ of the premium for single coverage medical and dental insurance for tenured and non-tenured teachers. The Board will also pay the following percentages of the premiums for dependent and family medical and dental insurance coverage:
   a. Tenured teachers: 82% (PPO), 82% (PPO-HSA) or 79% (HMO)
   b. Non-tenured teachers: 68% (PPO), 68% (PPO-HSA) or 71% (HMO)

~~The teacher must pay a share of the premium for the insurance packages they choose according to the following schedule:~~

~~TENURED STAFF~~	~~2026-2027~~		~~2027-2028~~		~~2028-2029~~	
	~~Board %~~	~~Tenured Employee %~~	~~Board %~~	~~Tenured Employee %~~	~~Board %~~	~~Tenured Employee %~~
~~PPO all Tiers~~	~~82%~~	~~18%~~	~~81%~~	~~19%~~	~~80%~~	~~20%~~
~~PPO-HSA All Tiers~~	~~80%~~	~~20%~~	~~79%~~	~~21%~~	~~78%~~	~~22%~~
~~HMO All Tiers~~	~~79%~~	~~21%~~	~~78%~~	~~22%~~	~~77%~~	~~23%~~

~~NON-TENURED STAFF~~	~~2026-2027~~		~~2027-2028~~		~~2028-2029~~	
	~~Board %~~	~~Non-Tenured Employee %~~	~~Board %~~	~~Non-Tenured Employee %~~	~~Board %~~	~~Non-Tenured Employee %~~
~~PPO all Tiers~~	~~68%~~	~~32%~~	~~67%~~	~~33%~~	~~66%~~	~~34%~~

~~PPO-HSA-All Tiers~~	~~68%~~	~~32%~~	~~67%~~	~~33%~~	~~66%~~	~~34%~~
~~HMO-All Tiers~~	~~71%~~	~~29%~~	~~70%~~	~~30%~~	~~69%~~	~~31%~~

Those employees hired before the 1999-2000 school year currently grandfathered into family medical coverage fully paid for by the district shall maintain that coverage by the district until separation from employment.

D. The Board of Education will extend the medical, dental and life insurance coverage for teachers leaving the district until August 31st upon meeting the following conditions:
   1. The teacher must be employed for the full school year.
   2. Written notice of the resignation or retirement must be given to the Superintendent or building principal by May 1st.

   The Board of Education will extend the medical, dental and life insurance coverage until August 31st for teachers who have been employed the full school year and are terminated.

E. The Board of Education shall purchase with district funds the type and amount of insurance necessary to protect itself as a corporate body, its individual members, its appointed officers, and its employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental injury to any person or in property damage within or without the school building while the above-name insured are acting in the discharge of their duties within the scope of their employment and/or under the direction of the Board.