

PROFESSIONAL AGREEMENT

Between

**THE BOARD OF EDUCATION OF NEW LENOX SCHOOL
DISTRICT 122**

And

**THE NEW LENOX PROFESSIONAL SUPPORT STAFF
COUNCIL, AFT LOCAL 604**

IFT/AFT

2024-2025, 2025-2026, 2026-2027

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ARTICLE I: RECOGNITION

1.1 Recognition of Local 604

The Board of Education of New Lenox School District #122, Will County Illinois, hereinafter referred to as the “Board”, hereby recognizes the New Lenox Professional Support Staff Council, AFT Local 604, IFT/AFT, hereinafter referred to as the “Union”, as the sole negotiating agent for the bargaining unit which consists of all full-time and part-time support staff with regard to wages, hours, and terms and conditions of employment. Excluded from this unit are the administrative assistants to the Superintendent, Associate Superintendent, and Assistant Superintendent of Curriculum and Instructional Technology, the Administrative Assistant for Business and Operations, the Business Office Coordinator, the Payroll Specialist, Accounts Payable, Registrar, the Benefits Specialist and the SIS Data Specialist, the Administrative Assistant/Files Claiming, the Administrative Assistant for Special Education, all Maintenance employees, all Technology employees, Playground and Lunchroom employees and all supervisory, managerial, confidential and short-term employees as defined by the Illinois Educational Labor Relations Act. New Lenox School District 122 will hereinafter be referred to as the “District.”

1.2 Availability of Benefits

All benefits negotiated between the Union and the Board will become available to eligible employees of the District. Employees are eligible for benefits if they work at least 30 hours per week.

1.3 Membership

No employee will be required to join either a local, state, or national union or association in order to receive negotiated benefits or as a condition of employment. The following are definitions regarding membership:

- Bargaining Unit Member is an individual who is covered by the collective bargaining agreement.
- Union Dues Payer is an individual who is in the bargaining unit and has signed a dues authorization card with the Union, allowing the employer to deduct dues from his/her paycheck to remit to the Union. An individual can be a dues payer and not be a member of the Union.
- Union Member is an individual who has signed a membership card with the Union.

1.4 Non-Discrimination

No employee or group of employees of the District will be discriminated against by either the Union or the Board on the basis of age, ancestry, arrest record, citizenship status, disability (physical, mental, or association with a person with a disability), gender identity, military status, order of protection status, pregnancy, religion, sexual orientation, unfavorable military discharge, work authorization status (as defined in the Illinois Human Rights Act), race, creed, color, national origin, sex or marital status, membership or non- membership or participation in union activities, or any other legally protected categories.

ARTICLE II: BOARD/UNION RELATIONS

2.1 Board rights

All management rights and functions, except those which are elsewhere abridged by this Agreement, shall remain vested exclusively in the Board. It is recognized that such rights and functions include, but are not limited to:

- a. The control of property and the composition, assignment, direction, and determination of the size and type of the Support Staff;
- b. The right to determine the work to be done and the standards to be met by employees covered by this Agreement;
- c. The right to change or introduce new programs and courses of instruction, methods, processes, means and facilities;
- d. The right to hire, establish work schedules, determine hours of employment, assign, transfer, or release (R.I.F.) District employees;
- e. The right to contract out for work, goods or services not covered by this Agreement; any contracting or subcontracting of work normally assigned to members of this bargaining unit must be negotiated with the Union prior to implementation; and
- f. The right to determine the qualifications of employees and otherwise to maintain an orderly, effective, and efficient operation.

No such management rights and functions shall be in violation of state or federal law.

2.2 Right to Organize and Participate

Employees shall have the right to organize, join and assist the Union, or refrain from such activity. No employee shall be retaliated against or discriminated against for exercising these rights.

2.3 Negotiations

The Board and the Union agree to engage in good faith negotiations. The parties agree “good faith” means following all standards of the applicable labor law, including but not limited to timely consideration of proposals, and presentation of counter proposals, with efforts made to arrive at an agreement. The parties shall commence bargaining for a successor Agreement on or before March 15 unless extended by mutual agreement and shall conduct bargaining according to the rules and regulations established by the Illinois Educational Labor Relations Act. Each negotiating party shall present the names of team members to the other party and will inform the other party of any changes made. When the Board Committee and the Union Committee reach agreement on all matters being negotiated, the items shall be reduced to writing and shall be submitted to the membership of the Union for ratification and to the Board for final approval. Copies of this Agreement shall be duplicated by the Board and provided to all individuals in the bargaining unit. The cost incurred for the reproduction of this Agreement shall be shared equally by the Board and the Union. There shall be four (4) copies of the final Agreement bearing original signatures. Two (2) copies shall be retained by the Board; and two (2) copies shall be retained by the Union.

2.4 Union-Administrative Meetings

The Superintendent and President of the Union, and other NLPSSC Union representatives as necessary, shall meet monthly to discuss items of common concern and interest, unless it is mutually agreed that such meeting is not required. It is understood by the parties that monthly meetings between the Superintendent and the Union President will not be utilized to address individual employee issues or concerns, and that

Union building representatives and building administrators shall meet as needed to address individual employee concerns.

2.5 Information to the Union

Upon request, the Superintendent shall furnish to the Union President, within 10 workdays, information necessary to Administer this Agreement as required by the Illinois Freedom of Information Act and the Illinois Educational Labor Relations Act or other applicable laws.

2.6 Right of Access

Representatives of the Union shall be permitted to transact Union business with members of the Union in the school buildings or on school grounds in accordance with their rights under the IELRA and other applicable laws and as long as it does not impede the execution of their assigned duties. Union representatives will comply with all District and campus rules regarding building access and conduct, so long as such rules do not conflict with their aforementioned legal rights.

2.7 Dues Check Off

Payroll deductions for union dues shall be made upon receipt of a signed deduction form, provided by the Union, and kept in the payroll office. Deductions shall continue unless and until the authorization is withdrawn by the individual member with written notice to the Union Local and, in turn, the Union will inform the District to end that member's payroll deductions. A list of bargaining unit members, their addresses, and the amount deducted from their paycheck shall be forwarded, in the form of an Excel sheet, to the Union's Treasurer prior to each pay period that dues are removed. The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders or judgments brought or issued against the Board, directly or indirectly, as a result of any action taken or not taken by the Board pursuant to any written communication from the Union.

2.8 Union Officers

The Union President shall submit a roster of the Union's officers and building representatives within thirty (30) days of their election or appointment to the Superintendent. Rosters shall be updated as necessary.

2.9 Release Time for Union Officers

No more than three (3) union officers and/or building representatives may utilize an aggregate of three (3) days annually to attend AFT recommended meetings, workshops and/or training sessions. The request is subject to the approval of the Superintendent, based on the needs of the District. If a request is denied, a reason will be given citing a conflict with a specific District event or need.

2.10 New Employee Roster and Orientation

Names, addresses, email addresses, and hire dates of new employees shall be provided to the Union's President and Treasurer on August 1st. The same information will be provided within 5 business days for anyone hired after August 1st.

The Union shall have a right to meet with new employees for up to one hour during the last hour of the work day within two weeks of their start date to discuss the union contract and rights within the bargaining unit.

2.11 Health and Safety

Safe working conditions shall be maintained throughout the District schools. Complaints regarding the working condition of the schools shall be written to the principal of the school. The principal or designee shall reply in writing within two (2) school days to the employee's written request and communicate the action the District plans to take to remedy the unsafe and /or unhealthy conditions, or lack of PPE supplies reported.

2.12 Bonding

The Board shall bond employees when required to do so by school code.

ARTICLE III: EMPLOYMENT STATUS

3.1 Full-time Employees

Full-time employees are those employees who work in a job assignment at least thirty (30) hours per week.

3.2 Part-time Employees

Part-time employees are those employees who work in a job assignment less than thirty (30) hours per week.

3.3 Bargaining Unit Membership

An individual filling a bargaining unit position will work under the terms of this Agreement from the first day of employment.

3.4 Job Descriptions/Job Categories

Each position shall have a detailed written job description explaining the core duties of that position. These job descriptions will be updated once a year no later than October in consultation with the Union unless mutually agreed upon.

The following job categories and positions are contained in the bargaining unit:

Category A: 12-month Secretary

Category B: 10-month Secretary

Category C: Non-Certified Nurse

Category D: Non-Certified Classroom Nurse

Category E: Paraprofessional

Category F: Paraprofessional (LRC Aide, Intervention Aide)

Category G: Custodian

Category H: OT and PT Assistant

3.5 Probation

The first sixty (60) calendar days of employment with the District will be a probationary period during which the Board or its designee may terminate employment by giving written notice. Each probationary employee will receive written notice specifying the dates of the probationary period. The length of an employee's probationary period may be extended "day for day" due to approved absences.

3.6 Seniority

District Seniority for support staff is defined as the length of continuous service with the District in a category of position. Seniority shall be determined by the date of employment, i.e., the date of official Board action appointing the individual to any position within their job category. Ties will be broken in the following order:

- Continuous years of service in the District, including all positions held.
- Total years of service in the District, including all positions held, regardless of breaks in employment.
- Prior school experience outside of the District.
- Drawing by lot.

3.7 Honorable Dismissal (Reduction in Force)

Reductions in force shall be accomplished in accordance with Section 10-23.5 of The School Code of Illinois (105 ILCS 5/10-23.5).

The Board shall, in consultation with the Union, each year establish a list, categorized by positions, showing the length of continuing service of each fulltime educational support personnel employee who is qualified to hold any such positions. Copies of the list shall be distributed to the Union on or before February 1 of each year.

The Board shall determine when reductions in force are necessary. The Union President shall be notified, and if necessary, a date scheduled to commence bargaining the impact of the proposed reductions. If an individual is recalled, notification of recall by certified mail shall be sent to the individual at the address on file with the Board. The individual shall notify the Board in writing of his/her intent to return or not to return to the employment of the District within 20 calendar days of receipt of notification. The individual forfeits all rights of recall if a response is not made within 20 calendar days.

3.8. Resignation and Separation from Employment

When an employee leaves District employment, the District requests that 2 weeks' notice be given as a courtesy to ensure a smooth transition. Regardless of the extent of prior notice, however, the following procedures shall be required of the employee:

- a. Complete necessary forms for the Human Resources Department.
- b. An employee shall return all District property in his/her possession prior to receipt of the final paycheck.

Nothing in this section shall prevent an employee from filing a complaint with the appropriate administrative authority concerning any dispute over compensation due at the time of separation or resignation.

3.9. School Calendar

Prior to the adoption of the School Calendar by the Board, the Superintendent shall involve a representative chosen by the Union to be a part of a committee providing input for the calendar. The administration shall consider the proposal from the committee and shall make the decision regarding the plan based on the needs of the administration, schools, faculty, students, and community.

3.10 School Year

The school calendar shall consist of 180 days, of which 176 will be student attendance days. The number of employee work days and hours will be determined by their job description. It is expressly understood that employees under this contract are entitled to their appropriate hourly pay for work performed beyond the regular school year and work performed beyond the regular school day. As required by law, five (5) emergency days shall be included in the calendar for a total of 185 days. Unused emergency days shall not become workdays for employees.

ARTICLE IV: EVALUATIONS AND DISCIPLINE

4.1 Performance Evaluation and Salary Advancement

The building principal or designee shall acquaint the staff with the District's Evaluation Plan, and ensure that each step is carried out appropriately and in a timely manner.

4.2 Personnel Files

All personnel files shall be kept and maintained in a single location. Employees will be notified when any disciplinary letter and/or documentation is placed in their personnel files. Notification will occur via email, phone, or letter. Employees shall have the right, upon a written request to the Superintendent or designee, to review the contents of their District Office personnel file. Requests will be honored on the school business day following the receipt of the written request. A mutually satisfactory time will be scheduled for this review. The review shall take place in the presence of a District Office administrator during District Office business hours. Copies may be made of the contents of the file. A reasonable fee shall be assessed per page of copy. Neither the file nor its contents shall be removed from the District Office. After review of a file, the employee will initial the file, indicating the date and time. The review of the file shall not include review of pre-employment, confidential materials. One member of the local Union may, at the employee's request, accompany the employee in this review.

4.3 Progressive Discipline

Employees shall only be disciplined for just cause. The Union and the District agree that discipline should be progressive. Progressive discipline typically includes, in order: oral reprimand (notice of which shall be documented); written reprimand; suspension; and termination. The District may combine steps of progressive discipline if the severity and facts of the situation warrant such action.

ARTICLE V: GRIEVANCE PROCEDURES

5.1 Definition

A grievance is defined as any claim by a bargaining unit member or the Union that there has been a misinterpretation, misapplication, or violation of the terms of this Agreement, Board Policy, or Illinois Labor Law. All time limits specified in the grievance process are understood to be workdays when the District Office is open for business.

5.2 Provisions

- Every bargaining unit member covered by this Agreement shall have the right to present grievances in accordance with these procedures.
- Failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to deliver a decision within the time limits shall permit the grievant to proceed to the next step. The time limits maybe extended by mutual written agreement.
- Any investigation or processing of the grievance shall not result in interruption, interference, or disruption of the instructional program and related work activities of the grievant or other staff.
- A grievance may be introduced at Step 3 if filed by the Union as a class action grievance or as the result of a specific action by the Superintendent/Board.
- One Forum - If the Union or any bargaining unit member files any claim or complaint in any forum other than under the grievance procedure of this Agreement, the District shall not be required to process the same grievance through the grievance procedure. If such conflict arises, the filing party shall be made aware of the potential conflict and given a reasonable opportunity to choose to file a grievance under this agreement without prejudice to their right to future legal recourse.
- Union Participation/Representation - The Board acknowledges the right of the Union's grievance representative(s) to participate in the processing of a grievance at the formal steps of the procedures outlined in 6.3.
- No Reprisals Clause - It is agreed among the Board, Administration, and Union that no reprisals shall result against any persons for participation or refusal to participate in the grievance process.
- Filing of Materials - All records related to a grievance shall be filed separately from the personnel files of the employee.
- Grievance Withdrawal - A grievance may be withdrawn or compromised at any level without establishing precedent.

5.3 Procedures

Step 1

It is agreed that free and informal communication is most desirable for the resolution of conflict and problems. However, if the informal process fails to satisfy the grievant or the Union, a grievance may be processed as follows:

Step 2

The grievant or Union presents the grievance in writing to the principal within fifteen (15) days of the occurrence of the event giving rise to the grievance, or when the grievant became aware, whichever occurs later. The nature of the grievance shall be stated, noting the specific clause or clauses of the Agreement on which the grievance is based, and a remedy proposed. The principal will arrange a meeting to take place between the parties at a mutually agreeable time within seven days (7) after receipt of the grievance. A

subsequent written response from the principal shall be presented to the employee and the Union within ten (10) days.

Step 3

In the event a grievance has not been satisfactorily resolved at Step 2, the grievant shall, within five (5) days of receipt of the principal's response in Step 2, file a copy of the grievance with the Superintendent. Within seven (7) days after such filing, the grievant and the Superintendent or designee shall meet to resolve the grievance. A written response with reasons from the Superintendent or designee shall be presented to the grievant and the Union within ten (10) days after this Step 3 meeting.

Step 4

In the event a grievance is not satisfactorily resolved at Step 3, the grievant shall refer the grievance to the Board within seven (7) days after receipt of the Superintendent's written response. Within thirty (30) days after such written grievance has been received by the Board, the Board shall conduct a meeting with the grievant to hear the grievance. Within ten (10) days after said meeting, the Board shall present a decision with reasons in writing to the grievant and the Union.

Step 5

If the grievance is not resolved at Step 4, the grievant may submit the grievance to mediation by giving the Board and Superintendent written notice within ten (10) days of receipt of the Step 4 response. The parties shall select the mediator within ten (10) days of such notice. If the parties cannot agree to a mediator within ten (10) days of the mediation demand, the Federal Mediation and Conciliation Service will be requested to provide a panel of mediators. The mediator's ruling shall be considered non-binding.

Step 6

No grievance shall be submitted to binding arbitration except with the concurrence of the Union. If the grievance is not resolved at Step 5, the grievant may submit the grievance to binding arbitration by giving the Board and Superintendent written notice within ten (10) days of receipt of the Step 5 response. The parties shall select the arbitrator within ten (10) days of such notice. If the parties cannot agree to an arbitrator within ten (10) days of the arbitration demand, the American Arbitration Association will be requested to provide a panel of arbitrators for selection by the parties in accordance with its rules.

All evidence presented in Steps 1, 2, 3, 4 and 5 may be introduced at Step 6. However, either the Board or the Union can present evidence that has not been provided to the mediator in Step 5. The same shall apply for the arbitrator in Step 6. The arbitrator shall render a decision, which shall be binding upon both parties, but the arbitrator shall have no power to render a decision that adds to, subtracts from or modifies this Agreement. The decision shall be confined to the meaning of the contract provision which gave rise to the dispute and the consideration of a remedy. The parties to the arbitration shall bear equally the expenses of the arbitrator. All other expenses related to the arbitration will be borne by the party incurring the expenses, including but not limited to the expenses of investigating the grievance, the expenses of any witnesses called by such party, and the cost of a transcript if requested by only one party.

ARTICLE VI RETIREMENT

6.1 Retirement Incentive Program

12-Month Support Staff members will be eligible for a retirement benefit under this section if they meet the following criteria: (a) they must have at least 15 consecutive years of experience in the District; (b) they must have been in a 12-month position for the last 5 years of their employment in the District; and (c) provide one year written notice. Staff members meeting these eligibility criteria who retire from the District will receive a Board of Education reimbursement equal to 50% of the cost of a single health insurance premium for an IMRF endorsed insurance plan for 5 years or until the age of 65, whichever comes first. Neither life insurance nor dental/vision insurance will be available to the participants under the provisions of this program. The staff member shall remain responsible for all other premium costs.

Eligible retirees may elect to continue, at their own expense, to participate in the District health insurance plan according to the requirements of the Illinois Insurance Code and the Illinois Municipal Retirement Fund.

6.2 Retirement Recognition Payment

In recognition for service in the District, upon retirement, an additional benefit shall be paid at the rate of forty dollars (\$40) per day for each unused accumulated sick leave day. To be eligible, the individual shall have completed fifteen (15) years of continuous service with the District and shall be at least fifty-five (55) years of age. The retiree is eligible to receive this reward payment only once. This payment shall be paid no later than sixty (60) days after commencement of retirement and shall not be considered creditable earnings.

ARTICLE VII: EMPLOYEE ASSIGNMENT AND TRANSFER

7.1 Postings

The Superintendent shall have posted in all school buildings and on the District website a notice of all vacancies as they occur with minimum specifications for the job. Qualified current employees will be considered for posted positions if they apply. Summer vacancies will be posted on the staff portal under the Human Resources section. The Union President or designee shall be furnished with an updated listing of vacancies.

7.2 Notification of Assignment/Salary Statement

Staff shall receive written notification of tentative assignments from the Personnel Office no later than June 30th for the following school year. Additionally, by the first mandatory day of staff attendance, each staff member will be able to access through the employee portal his or her annual Employee Salary Statement which includes name and salary.

7.3 Voluntary Transfer

Any employee may submit a written request to transfer to another building and/or grade level/department assignment within their job classification as vacancies occur. An interview may be given to District staff with appropriate qualifications. Notification of the final decision will be provided to all interviewees and/or those demonstrating interest in the position. The staff member may submit a written request to the administration to further discuss the decision. A part-time staff member may be transferred to a full-time position should a midyear vacancy occur for which he/she is qualified.

7.4 Involuntary Transfer/Reassignment

An involuntary transfer occurs when there is a relocation and/or reassignment of an employee without the employee's request. Involuntary transfers that result in relocating an employee to another building or placing an employee in a different position will be made only after a meeting between the employee (s) and the administrator(s)/supervisor(s) involved. At this meeting, the employee will receive a verbal explanation of the reasons and rationale for the transfer or reassignment. If after the meeting, the employee objects to the transfer or reassignment, he/she may appeal, in writing, to the Superintendent. The employee shall receive, in writing, the Superintendent's decision which shall be final and binding on the employee and without basis or cause for the filing of a grievance.

ARTICLE VIII: USE OF SCHOOL FACILITIES AND EQUIPMENT

8.1 Use of Facilities and Equipment

The Union and its representatives may use school facilities after school hours for their Union meetings if approved by the building administrator at least two (2) days prior to meeting and provided this does not conflict with regularly or previously scheduled building or District activities. If a request is denied, a reason will be given citing a conflict with a specific district event or need.

Committee meetings of five (5) or less members may be held after school hours prior to 4:45 p.m. without special permission. When special custodial services are required, the Board will charge the Union for said services at the usual and customary rates.

The Union and its representatives shall be permitted, upon prior consent from the building administrator, to use office equipment. The Union will reimburse the District for the cost of all materials and supplies used. The utilization of school equipment shall not impede or impair the regular operations of the schools, and first priority for equipment used shall be the needs of the instructional program.

ARTICLE IX: INSURANCE

9.1 Health Insurance

All employees in the District will have access to a quality health care plan for the duration of this contract. Dependent coverage shall be available to employees as outlined below. Coverage will be available to employees for medical, dental, vision, and Flexible Spending Account (FSA) Section 125. The District will endeavor to offer PPO, PPO-HSA and HMO options for the duration of the contract. The employee must pay a share of the premium for the insurance packages they choose.

Benefits

The following insurance splits will go into effect January 1, 2025:

Plan Year	2025		2026		2027	
Plan Type	Board %	Employee %	Board %	Employee %	Board %	Employee %
PPO All Tiers	80%	20%	79%	21%	78%	22%
HSA All Tiers	82%	18%	82%	18%	82%	18%
HMO All Tiers	82%	18%	82%	18%	82%	18%

- The District will continue to pay 85% of Dental and Vision coverage.
- In addition to the normal annual employer contribution to the employee HSA account, a one-time HSA employer contribution of an additional \$500 (\$1,250 total for the bonus year) for single and \$1,000 (\$2,500 total for the bonus year) for +1/family will be given to current HSA members or newly enrolled HSA members.
- Employees who elect not to take the health insurance plan will be eligible to receive a flexible spending account (FSA) of \$500.

2024-2025 raises for returning employees will cover the increased cost associated with the new higher 2025 employee share of the health insurance premiums when the returning employee maintains the same insurance plan that they chose in 2023-2024 for 2024-2025. If an employee's raise does not cover such higher cost attributed to the new premium splits applicable to the plan they maintained from 2023-2024 through 2024-2025, then the district will make a one-time payment to the employee to cover the difference.

9.2 Level of Benefits

The insurance plan for the duration of the contract shall have the same essential elements of the plan in effect on January 1st of each year unless the annual premium increases more than 8%, and then section 9.4 shall be followed.

9.3 District Health Insurance Committee

A district health insurance committee shall work on an ongoing basis to provide input to the Board regarding insurance issues. The committee shall review insurance costs and trends with the core duty of the committee to provide recommendations regarding premium cost containment measures to the Board of Education. The committee will be comprised of two district level administrators, two building level administrators, the Teachers Union President or designee, one teacher union representative from each building, the NLPSSC

Union President or designee, and one member chosen by the NLPSSC from each non-licensed group (custodians, secretarial, paraprofessionals and nurses). If a member is not able to attend, an alternate person in the same position/building should attend the meeting in his/her place. When an issue arises before the committee that requires a vote, there must be a caucus of at least 60% of the members.

9.4 Premium Cost Containment

In the event the premium cost increases more than 8% from one year to the next, the insurance committee will convene to implement cost containment measures to maintain an increase of no more than 8%. The committee will provide cost containment measures to the Board of Education. The Board of Education will review cost containment measures and determine the final cost.

9.5 Term Life Insurance/Accidental Death & Dismemberment

All full-time and part-time employees in the District will be insured under a group term life insurance policy and AD&D policy paid by the Board to the extent of \$50,000 per policy per employee for the period of this Agreement. The Board will select the carrier and the insurance program to be installed.

9.6 Income Protection Insurance

The Board shall provide an income protection program for all full-time employees who become permanently disabled while they are employed by the District. Details regarding the provisions of the plan are as follows:

After twenty-one (21) consecutive days of absence from work, due to illness or non- occupational injury, and after all accumulative sick and personal leave pay is exhausted, an employee shall become eligible to receive \$200 per week, subject to a maximum of 60% of basic weekly salary when combined with other income benefits, including disability benefit provisions of the Illinois Municipal Retirement Fund. Benefits are payable for a maximum of twenty-six (26) weeks or to the end of the school year, whichever occurs first.

9.7 Conditions of Insurability

The insurance programs described in this Article, which were selected by the Board, shall be provided to all employees who are eligible, wish to enroll, and meet the criteria. For insurance purposes, the school year is defined as the first mandatory day of employee attendance through August 14 of the following calendar year. The District's benefit plan year is January 1 through December 31 of each year. Open enrollment is held each fall. Open enrollment for new employees is within the first 30 days of employment.

If retirees are accepted immediately into IMRF insurance coverage, District insurance coverage shall remain in effect through June 30.

If an employee's employment terminates before the end of the work year, insurance coverage ends on the last day of the month in which the employee ceases professional services to the District. If a 9-month employee's employment terminates after the end of the school year and prior to the beginning of the next work year, insurance coverage ends August 14th. If any other employee's employment terminates after the end of the school year, insurance coverage ends on the last day of the last month of their work year, or at the end of the current month, whichever date is later.

ARTICLE X: LEAVES

10.1 Personal Days

A Personal Day is defined as a leave that conflicts with the employee's regular school day and is not authorized under other leave provisions.

The Board authorizes each full-time employee a maximum of three (3) Personal Days per school year on a non-cumulative basis in accordance with the provisions of this Article. If feasible, Personal Days may be taken for periods of less than a full work day, but for no less than 3 hours (1/2 day).

Unused Personal Days will be applied toward sick leave accumulation, not to exceed three (3) days per school year.

10.2 Sick Leave

At the beginning of each work year, all regularly employed, full-time staff members will be credited sick days according to the chart below. Employees who finish the school year with less than 10 absences (excluding FMLA and Condolence Leave) will be credited will additional sick leave as designated in the chart below.

Years of Service	Sick Days Per Year	Extra Sick Days Per Year
0-10	10	1
11-15	10	2
16-20	10	3
21+	10	4

- Staff members who are hired after the commencement of the school year will be granted sick leave days on a prorated basis.
- Staff members shall neither receive nor accumulate sick leave days during unpaid leaves of absence.
- Staff members absent due to illness for 1-3 hours shall be charged with 1/2 day of sick leave. For more than 3 hours, a full day of sick leave shall be charged.

10.3 Sick Leave Utilization

Sick leave is defined as personal illness, serious illness, injury, mental health, or quarantine in the immediate family or household, or birth, adoption/fostering, or placement for adoption. The immediate family of the employee shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and persons living in the household who are not related as indicated above.

The Board may require a physician's certificate as a basis for pay during leave, should the absence exceed three (3) consecutive days, or as it may deem necessary in other cases.

Sick leave in excess of three (3) days may qualify for FMLA; please contact the Human Resource Department for more information.

The provisions of this Leave Article (XIII) will be administered in accordance with the Board's Family and Medical Leave Act policy (5:185), a copy of which is available on the District web site and is also available upon request. Employees may be eligible to receive benefits under the FMLA. Due to the complexities of FMLA, please contact the Human Resource Department to learn more about the provisions of this benefit.

An appropriate deduction will be made from the final pay of any Employee who leaves before the school year is completed and who has used more than the allowable leave.

10.4 Sick Leave Bank

After two (2) full years of employment in the District, any employee who has accumulated at least twenty (20) Sick Days shall be eligible to participate voluntarily in the "Sick Leave Bank." The intention of the Sick Leave Bank is to provide extended sick leave to members of the bank who incur a period of prolonged illness, injury, or hospitalization. Any employee who desires to participate in the Sick Leave Bank shall submit to the Union President a written notice of intent to participate on a union established form provided. Such notice shall be forwarded to the Administration no later than September 30.

To be a member of the Sick Bank, an employee shall contribute two (2) sick days per year for the first two (2) years of membership. Each succeeding year, an employee will contribute one (1) day per year until the bank accumulates approximately eight hundred (800). If the maximum number of days is reached before the beginning of a school year, donation days will be waived. If accumulated days drop below eight hundred (800), members will donate one (1) additional day for that school year.

If a member withdraws from the bank, the days already contributed by the individual shall remain in the bank. A member withdrawing days from the bank will not be asked to replace the days except as a regular yearly contribution. Re-enrollment in the Sick Bank will occur annually.

The Sick Bank will officially be administered by the Union. Committee membership shall consist of the Union President or designee, five (5) non-certified staff members, and one (1) administrator. The committee must have a quorum in attendance to take any action. Four (4) members in attendance shall equal a quorum. The committee may ask for additional information and records from the physician prior to an approval and/or denial. It will be at the discretion of the Sick Leave Committee to determine the minimum and maximum numbers of days granted to any applicant during a school year. Days do not have to be consecutive or full days. The member's history of sick days used may be reviewed by the committee and taken into consideration when granting sick days.

A member of the Sick Bank may not withdraw sick days until the said member has: 1) exhausted his/her own accumulated sick days; 2) submitted a written certificate of illness from a licensed physician; and 3) completed the sick leave bank application form.

The sick leave bank shall be applicable only to sick leave bank members. In addition, members of the sick bank may request days for the illness of the immediate family. Immediate family includes spouse, children, or any individual whom you have been granted legal custody as defined by Illinois law and statutes. The sick leave bank shall not be applicable for: 1) cosmetic surgery (as defined in insurance policy), except if complications result therefrom; 2) elective surgery or other treatment which may be safely deferred until a vacation or holiday period, except if complications result therefrom.

If the sick bank is terminated, the available days will be prorated by the Sick Bank Committee to contributing members employed at the time of such termination. No sick leave bank members may receive more than the total number of days he/she contributed to the bank. Fractional days less than one-half (1/2) days shall not be distributed.

10.5 Condolence Leave

A paid leave shall be granted to employees for each death that occurs in the family unit defined:

- Five (5) days leave (The employee's parents, spouse, children, siblings, grandchildren, or spouse's parents)
- Three (3) days leave (The employee's grandparents, brothers-in-law, sisters-in-law, legal guardians, or persons who are living in the household who are not related as indicated above)

The Superintendent or designee has the discretion to grant an exception to the condolence leave. Notification of the exception shall be given to the Union President. The exception shall not be grievable.

The building principal should be notified of the death. The employee shall contact the Superintendent or designee if there is a need to extend condolence leave using sick leave.

10.6 Holidays

See Appendix A for the number of each Holidays provided to each job category. The list of holidays for each school year will be finalized and shared with the membership upon approval of the School calendar by the Board of Education.

ARTICLE XI: PROFESSIONAL GROWTH AND TRAINING

11.1 Reimbursement for Licensure

After five (5) years of employment in the District, employees will be reimbursed for the cost of renewing their paraprofessional license and other licenses and certificates required by the District for specialist staff including but not limited to nursing and therapist licenses, hearing and vision certificate renewals, and associated continuing education expenses. Employees will renew such licenses/certificates when required and submit receipts for reimbursement to the District.

11.2 Training

All mandatory training (including Safety Care Training and GCN training) will be done during paid work hours.

ARTICLE XII: COMPENSATION

12.1 Starting Pay

Starting pay for each category of position is listed in Appendix A.

12.2 Wage Increases

Employees shall receive wage increases as detailed below. All pay adjustments pursuant to this Agreement will be applied retroactively to July 1, 2024 and employees will receive payment for retroactive wages within two (2) months of the execution of this Agreement.

Years of Service Minimums (“year” calculated as of 7/1/24) (the start of “year” X)

This is a one-time, wage adjustment for current employees during the 2024-2025 school year.

How to apply the Years of Service Minimums: Step 1: Increase each employee’s 2023-2024 wage rate by 6% (employees hired after 6/30/24 remain at their 2024-2025 starting rate). Step 2: Adjust wages resulting from Step 1 up to appropriate Years of Service Minimums if necessary.

Year 1: \$16.50 No Degree/ \$17.50 Bachelor’s Degree Year 1 = (Their first school year)

Year 2-5: \$17.50 No Degree / \$18.50 Bachelor’s Degree (Year 2 = Starting their second year +)

Year 6-8: \$18.50 No Degree / \$19.50 Bachelor’s Degree (Year 6 = Starting their sixth year +)

Year 9+: \$19.50 No Degree / \$20.50 Bachelor’s Degree (Year 9 = Starting their ninth year +)

Additional Wage Adjustment for Current Employees with Break in District Service

Current employees who have a break in service (were employed by the District, left, and returned and are now employed) will be credited for past years of service, under the terms set forth below. This is also a one-time adjustment for the 2024-2025 school year and will not be applied going forward. To count as a year of service, it must be in a similar job category as current assignment, for example, a person who worked 3 full years as a 10-month secretary, will receive credit if currently assigned as a 12-month secretary, but would not receive credit if they formerly worked as a paraprofessional. Likewise, a person who formerly worked as an LRC aide (Category F) and who is currently assigned as a paraprofessional (Category E) would receive credit. The following are groupings to determine credit:

A and B	C and D	E and F
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- Must work full time for the year to count (1.0 FTE) (Substitute work, lunch/recess supervisor, does not count).
- Must work 80% of the contractual calendar year according to the NLPSSC employee category.
- Credit for past service is limited to movement by one tier only.

Employees will receive a 5.3% increase to their base hourly salary for the 2025-2026 school year, and a 5.0% increase to their base hourly salary for the 2026-2027 school year.

12.3 Number of Pay Periods

Salary shall be paid to employees using a twenty-six (26) pay period schedule through direct deposit.

12.4 Summer School and/or ESY

In the event that summer school is offered in the District, all summer school positions shall first be offered to District employees. The administration shall reserve the right to select the summer school staff from all applications received, as long as they exhaust all district employee applicants prior to hiring outside employees. Employees will receive \$20 an hour for summer school/ESY.

12.5 Snow Days / E-Learning Days

Employees will not be required to be present at the worksite in person on e-learning days, but will be paid for their regular hours and shall perform such off-site work as may be assigned by their supervisor.

Custodians will receive hour-for-hour release time for any hours required to work in person on a snow day or e-learning day.

ARTICLE XIII: WORKING CONDITIONS

13.1 Work Day

Workday hours and number of calendar days worked per category of position is reflected in Appendix A.

13.2 Lunch

All employees will receive a duty-free lunch in accordance with the provisions set forth in Appendix A.

13.3 Overtime/Additional Time

Overtime/additional time may be required of all employees during their regular work calendar. Any assigned, approved hours worked in excess of 40 hours per week shall be paid at a rate of one and one-half (1.5) times the employee's regular rate of pay or compensatory time. For purposes of calculating the forty (40) hours required before an employee is eligible for overtime/additional time, paid leave time, excluding sick leave, shall be included. Only increments of a minimum of fifteen (15) minutes will be compensated.

Overtime/additional time assignments will be governed by the following requirements:

1. In order to be eligible for overtime/additional time pay, the hours worked must be required and approved in advance by the Superintendent or the Building Principal.
2. The employee is required to submit a written record of the work performed and secure the written signature of the Superintendent or Building Principal on this record.

13.4 Summer Pay

If full-time 9-month, 10-month or 11-month employees are requested to work additional days during the summer, in their respective categories, beyond their stipulated work year, they shall be compensated at the same rate as during the school year.

13.5 Mileage Reimbursement

Employees who use personal vehicles to perform their duties shall be reimbursed at the current IRS rate. Employees who use personal vehicles to and from a conference shall be reimbursed at the current IRS rate. No food will be reimbursed.

ARTICLE XIV: ACCEPTANCE AND EFFECT

14.1 Provisions

It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the District and the Board which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

During the negotiations process which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law or by specific agreement within the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The parties hereby acknowledge that the terms and conditions included in the Agreement represent the full and complete understanding between the parties. The Board and the Union, for the life of this Agreement, waive any obligation to bargain collectively with respect to any subject or matter that may or may not have been known to either or both of the parties at the time this Agreement was negotiated or signed, and that any bargaining will be limited to a successor Agreement, except that with the written mutual consent of both parties, such matters may be discussed and the Agreement modified.

The parties agree that if no contract has been ratified and approved by both parties after the date of expiration of this Agreement, the Agreement will remain in force until a new contract or Agreement is reached.

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and avoidance of disputes, which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by impartial means, the parties have removed the basic course of work interruptions during the period of this Agreement. Thus, the Union and all of the District's staff agree not to strike, withhold services, or otherwise refuse to render complete service to the Board during the duration of this Agreement. Reciprocally, the Board agrees that it will neither conduct nor condone any lockout of employees, such that they are unable to perform their duties, for the duration of this agreement, including but not limited to removal of access to buildings, work areas, work systems, or email accounts.

14.2 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the Board and the Union. The terms and conditions may only be changed through mutual agreement between the Board and the Union.

14.3 Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of law, that portion shall be deleted from this Agreement to the extent that it violated the law. The remaining articles, sections and clauses shall remain in effect for the duration of the Agreement.

ARTICLE XV: DURATION OF THE AGREEMENT

Duration of the Agreement

This agreement shall become effective on August 15, 2024 and shall continue in effect until August 14, 2027.

This agreement is signed on this 17th day of December, 2024.

In Witness Whereof:

BOARD OF EDUCATION OF NEW LENOX
SCHOOL DISTRICT 122, WILL COUNTY, IL

By: Rhonda Starklauf

Rhonda Starklauf, Board President

By: Stephanie Peltzer

Stephanie Peltzer, Board Secretary

NEW LENOX PROFESSIONAL SUPPORT
STAFF COUNCIL, AFT LOCAL 604

By: Rachel Tuley

Rachel Tuley, NLPSSC President

By: Christina Groch

Christina Groch, NLPSSC Secretary

Members of Negotiating Team

Lori Motsch, Superintendent
Liza Bruni, Associate Superintendent
Robert Groos, CSBO

Members of Negotiating Team

Tony Floriani, IFT Field Representative
Rachel Tuley
Christina Groch
Elizabeth Lysik
Karen Rohn
Kathy Furtek
Keith Hospodar

APPENDIX A

Starting Wage Rates (No Degree)

	FY25 Minimum Starting Hourly Rate	FY26 Minimum Starting Hourly Rate	FY27 Minimum Starting Hourly Rate
NLPSSC Employee Category			
12-Month Secretary (Category A)	\$ 16.50	\$ 17.00	\$ 17.50
10-Month Secretary (Category B)	\$ 16.50	\$ 17.00	\$ 17.50
Non-Certified Nurse* (Category C)	\$ 24.50	\$ 25.50	\$ 26.50
Non-Certified Classroom Nurse* (Category D)	\$ 24.50	\$ 25.50	\$ 26.50
Paraprofessional (Category E)	\$ 16.50	\$ 17.00	\$ 17.50
Paraprofessional (Category F) (LRC/Intervention)	\$ 16.50	\$ 17.00	\$ 17.50
Custodian (Category G)	\$ 16.50	\$ 17.00	\$ 17.50
OT & PT Assistant (Category H)	\$ 30.50	\$ 31.50	\$ 32.50
<i>* Starting Rate shown for RN. Add \$3 per hour for BSN. Deduct \$3 per hour for LPN.</i>			
<i>No years of service outside of NLSD122 awarded to new employees.</i>			

Starting Wage Rates (Bachelor's Degree)

	FY25 Minimum Starting Hourly Rate	FY26 Minimum Starting Hourly Rate	FY27 Minimum Starting Hourly Rate
NLPSSC Employee Category			
12-Month Secretary (Category A)	\$ 17.50	\$ 18.00	\$ 18.50
10-Month Secretary (Category B)	\$ 17.50	\$ 18.00	\$ 18.50
Non-Certified Nurse* (Category C)	\$ 25.50	\$ 26.50	\$ 27.50
Non-Certified Classroom Nurse* (Category D)	\$ 25.50	\$ 26.50	\$ 27.50
Paraprofessional (Category E)	\$ 17.50	\$ 18.00	\$ 18.50
Paraprofessional (Category F) (LRC/Intervention)	\$ 17.50	\$ 18.00	\$ 18.50
Custodian (Category G)	\$ 17.50	\$ 18.00	\$ 18.50
OT & PT Assistant (Category H)	\$ 31.50	\$ 32.50	\$ 33.50
<i>* Starting Rate shown for RN. Add \$3 per hour for BSN. Deduct \$3 per hour for LPN.</i>			
<i>No years of service outside of NLSD122 awarded to new employees.</i>			

Appendix A - Financial Terms

Work Schedule

	Category (Months)	Work Days	Paid Holidays	Total Paid Contract Days	Paid Hours Per Day	Paid Hours Per Year	Includes Paid Lunch (Y/N)	Payroll Calendar (Summer Checks**)
NLPSSC Employee Category								
12-Month Secretary (Category A)	12	245	15	260	8.00	2,080	Y	12-month
10-Month Secretary (Category B)	10	201	9	210	8.00	1,680	Y	9-month
Non-Certified Nurse (Category C)	9	180	9	189	7.25	1,370	Y	9-month
Non-Certified Classroom Nurse (Category D)	9	175	9	184	6.75	1,242	N	9-month
Paraprofessional (Category E)	9	175	9	184	6.75	1,242	N	9-month
Paraprofessional (Category F) (LRC/Intervention)	9	175	9	184	6.75	1,242	N	9-month
Custodian (Category G)	11	225	11	236	8.00	1,888	Y	12-month
OT & PT Assistant (Category H)	9	180	0	180	7.25	1,305	Y	9-month

The list of holidays for the upcoming school year will be finalized and communicated once the Board of Education approves the school calendar.

Paid Time Off

Sick Day Incentive Program

	Base Sick Days + Incentive*	Personal Days	Vacation Days (Y/N)	Condolence (Y/N)	Years of Service	Sick Days Per Year	* Extra Sick Days Per Year
NLPSSC Employee Category							
12-Month Secretary (Category A)	10	3	Y, Per 5:330*	Y	0-10	10	1
10-Month Secretary (Category B)	10	3	N	Y	11-15	10	2
Non-Certified Nurse (Category C)	10	3	N	Y	16-20	10	3
Non-Certified Classroom Nurse (Category D)	10	3	N	Y	21+	10	4
Paraprofessional (Category E)	10	3	N	Y	*If employee uses less than 10 days the previous year, then an extra amount is awarded the following year.		
Paraprofessional (Category F) (LRC/Intervention)	10	3	N	Y			
Custodian (Category G)	10	3	N	Y			
OT & PT Assistant (Category H)	10	3	N	Y			

*NLS122 Board Policy 5:330 for Vacation Days

Years of Service Minimums (One-Time Adjustment Table for 2024-2025 School Year)

Year 1 (Starting): \$16.50 No Degree / \$17.50 Bachelor's Degree

Year 2-5: \$17.50 No Degree / \$18.50 Bachelor's Degree

Year 6-8: \$18.50 No Degree / \$19.50 Bachelor's Degree

Year 9+: \$19.50 No Degree / \$20.50 Bachelor's Degree

Step 1: Increase each employees' 2023-2024 wage rate by 6% (employees hired after 6/30/24 remain at their 2024-2025 starting rate).

Step 2: Adjust wages resulting from Step 1 up to the appropriate Years of Service Minimum if necessary.

Yearly Raises

	FY25 Raise	FY26 Raise	FY27 Raise
NLPSSC Employee Category	%	%	%
12-Month Secretary (Category A)	6.0%	5.3%	5.0%
10-Month Secretary (Category B)	6.0%	5.3%	5.0%
Non-Certified Nurse* (Category C)	6.0%	5.3%	5.0%
Non-Certified Classroom Nurse* (Category D)	6.0%	5.3%	5.0%
Paraprofessional (Category E)	6.0%	5.3%	5.0%
Paraprofessional (Category F) (LRC/Intervention)	6.0%	5.3%	5.0%
Custodian (Category G)	6.0%	5.3%	5.0%
OT & PT Assistant (Category H)	6.0%	5.3%	5.0%

Annual Raise Notes:

No current employee can make less than the annual starting wage rates

2024-2025 Raise %'s will be higher than 6% if Years of Service Minimum adjustments needed.

Raises for eligible employees are effective on the first day of the new contractual work year.

See annual contractual work year calendar.

See annual payroll schedule (note 9-month v 12-month payroll schedule).

Employee is eligible for a raise once their probationary period is complete.