

**AGREEMENT BETWEEN THE**

**BOARD OF EDUCATION,  
ORLAND SCHOOL DISTRICT 135**

**and**

**ORLAND PARK SUPPORT STAFF  
LOCAL 943 AFT, AFL-CIO**

**2022-2023**

**2023-2024**

**2024-2025**

**2025-2026**

**2026-2027**

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**The Board Of Education  
Orland School District 135 and the  
Orland Park Support Staff**

**Agreement**

This agreement is made and entered into by and between the BOARD OF EDUCATION OF ORLAND SCHOOL DISTRICT 135, hereinafter referred to as the "Board" and the ORLAND PARK SUPPORT STAFF, LOCAL 943 AFT, AFL-CIO, affiliated with the Illinois Federation of Teachers and the American Federation of Teachers, hereinafter referred to as the "Council".

**Article 1**

**Recognition**

- 1.1 General. The Board recognizes the Council as the sole and exclusive bargaining agent for all personnel of Orland School District 135 who are employed to work in a position included in Article 9 of this Agreement, and excluding all employees identified by the Board as administrative, at-will, confidential, managerial, supervisory, temporary and/or seasonal (defined as working less than five (5) months (155 consecutive calendar days) of the calendar year), and also excluding any personnel who works less than one-half (1/2) of full-time of an included position, and also excluding all other employees. The Board and the Council agree to negotiate in good faith with respect to wages, hours and other terms and conditions of employment as required by law, provided that such obligation does not compel either party to agree to a proposal or to agree to a concession.
  
- 1.2 Dues Withholding. The Board shall transmit such withholdings to the Council on a bi-weekly basis. Dues shall be withheld from each regular payroll period in an amount, which is equal to the pro rata share of the annual dues payable to the Council. The Employer shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Council for union dues, assessments or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations will be processed by the Council. In the event that an employee revokes his/her dues in accordance with the terms in which they authorized the dues deductions, the Council will notify the Employer after the close of the revocation window.

- 1.3 Required Conferences. Whenever a member of the bargaining unit is required by the Board or the Administration to participate during working hours in a conference or a meeting, the employee shall suffer no loss of pay for such participation.
- 1.4 Publication of Agreement. The Board will post an executed copy of this Agreement and any related attachments on its internet website.
- 1.5 INTENTIONALLY LEFT BLANK.
- 1.6.1 Days and Years as mentioned within this Agreement shall refer to work days and the July 1 to June 30 fiscal year, respectively, unless specifically noted otherwise.
- 1.7 The Board will make available payroll deductions for the following: professional dues, annuities, insurance, a flexible spending plan, and credit union contributions. Deductions, once authorized in writing, shall continue in effect until a written request to the contrary is made by the authorizing employee or such employee is for any reason dismissed or leaves employment. Employees may make changes to their authorized deductions no more than six (6) times per fiscal year and they must give at least two weeks advance notice before any such change may take effect. All requests for changes in authorized deductions must meet the guidelines and regulations specified in the annuity, insurance, flexible spending or credit union plan in which the employee is enrolled. Professional dues submitted to the Council may not be discontinued except as described above in Section 1.2
- 1.8 Indemnification. The Board shall not be liable for any errors or omissions in complying with this Article. The Council shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, costs, losses and expenses or other forms of liability including, but not limited to, the cost of defense thereof and all attorneys' fees associated therewith, in any manner resulting from or arising out of or connected with this Article or the consequences therefor, or that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

## Article 2

### Working Conditions

- 2.1 Communications. The Board and the Council recognize that it is desirable to maintain communication and understanding between them. Therefore, the Council and the Board agree that their designated representative(s) shall meet once a month for the purpose of attempting to resolve any matter of mutual concern. Requests for changes to an employee's current work assignment should be made to the Human Resources Director.
- 2.2 Bulletin Boards. The Board agrees that the Council shall not be prohibited from using any available bulletin board space in employee lounges or other areas not frequented by students for the purpose of posting notices and other materials related to Council activities. All notices and materials that are posted are to be signed or initialed by an authorized Council representative.
- 2.3 Non-Discrimination. Neither the Board nor the Council shall interfere with the right of employees covered in this Agreement to become or not to become members of the Council and no employee shall be discriminated against due to this lawful right to join or not join the Council.
- 2.4 Vacancies. All employees covered by this Agreement shall be given the opportunity to bid on vacancies in the bargaining unit as they arise. Employees will have at least four (4) days to bid on posted bargaining unit positions. All bargaining unit openings will be posted on the district website. Whenever an employee is selected for a new position, the employee shall be ineligible to bid on other vacancies for a period of six (6) months. The Board shall not be obligated to transfer or promote any individual.
- 2.5 File Cabinet. The Board shall provide the Council with space for a file cabinet in the building to which the Council President is assigned for use in implementing the terms of this Agreement.
- 2.6 Mailbox. The Council may use, without special approval, the school mail and email system to facilitate the dissemination of officially identified Council material. Each member of the bargaining unit will have access to a designated mailbox. The Council agrees, however, not to knowingly use the mailboxes for any purpose, which has an adverse effect on the District or any of its employees.
- 2.7 INTENTIONALLY LEFT BLANK.

- 2.8 Council Days. In the event the Council desires to send representatives to state, local or national conferences or on other business pertinent to Council affairs, these representatives shall be excused without loss of salary, providing (1) the Council reimburses the District for the full per diem salary of the representatives or fraction thereof; (2) the Council pays the full cost of attendance including registration fees and travel expenses; (3) a written request at least ten (10) work days prior to the leave has been submitted to the Superintendent by the President of the Council; and (4) no individual shall be excused for more than three (3) business days nor shall more than three (3) people be excused at any one time. Upon request, the Superintendent may approve up to an additional three support staff members to attend a national conference.

The President of the Council may petition the Superintendent to waive only the reimbursement of the per diem salary for attendees if the conference supports the educational mission of the district or operation of the district and/or its nature coincides with the goals and objectives of the district's student achievement plan or if the attendee is an officer or member of a state committee. Conferences of a political nature or that serve the business of the Council and its affiliated organizations are not eligible for a waiver by the Superintendent.

- 2.9 Team Meetings. A paraprofessional assigned to an individual special education student may submit a request to his/her building administrator to attend the student's team meeting.
- 2.10 Council President Release Time. If the Council President is a member of the support staff, he/she shall be granted release time equivalent to the length of one junior high instructional period within his/her work day to tend to Council matters and responsibilities. The Administration and the Council President shall collaborate on an appropriate schedule. The entire cost of the release time shall be shared equally between the Board and the Council. Reimbursement must be received by the District by March 1 or release time will not be granted the following school year.
- 2.11 Video Equipment. The central purpose of video surveillance on school property is to reduce student disciplinary problems and to protect school property. The primary purpose of video equipment systems is not to discipline employees and shall not be used in the employee evaluation process. The District does not intend to monitor video cameras for the sole purpose of detecting employee misconduct. In the event that any video equipment captures an employee engaging in misconduct, such video recording may be used by the District to impose discipline for such

misconduct. The District shall permit the Council to view that portion of any video recording relating to employee misconduct that is being used by the District for disciplinary purposes. The District may install video equipment in public areas, including but not limited to outside of buildings, hallways, entryways, gymnasiums, and multi-purpose rooms. Prior to activating any additional video equipment in other public areas, the Council will receive notice in advance of the placement of additional cameras. The District will post a notice in such public areas alerting all that the area is under video surveillance.

### **Article 3**

#### **Grievance Procedure**

- 3.1 Definition. A grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement. No grievance will be processed or entertained unless it is filed in writing in accordance with the provisions of Step 1 below.
- 3.2 Time Limits. All time limits shall consist of weekdays Monday through Friday, exclusive of legal holidays or other days when the administrative office of the District is closed. All time limits may be extended by mutual written agreement between the parties. Failure to follow the time limits, except as mutually extended, shall act as a bar for further process of the grievance. Upon the mutual agreement of the Council and the Superintendent of Schools, a grievance may be brought directly to any step.
- 3.3 Procedure. Grievances shall be processed as follows:
  - 3.3.1 Step 1. The grievant shall file her/his grievance in writing with his/her immediate supervisor within ten (10) days of the date upon which the grievant or the Council knew or should have known of the occurrence of the event giving rise to the grievance. The immediate supervisor or his/her designee shall confer with the grievant in an attempt to resolve the grievance. A written decision shall be rendered by the immediate supervisor to the grievant within five (5) days of the conference.
  - 3.3.2 Step 2. If there is not a satisfactory resolution of the grievance at Step 1 or if the immediate supervisor fails to respond within the specified time, the grievant may appeal to the Assistant Superintendent/Director of Human Resources in writing within five (5) days of the immediate

supervisor's reply at Step 1, or in the absence of such reply, within five (5) days of the date the reply was due. The Assistant Superintendent/Director of Human Resources or designee shall hold a conference within five (5) days after receipt of the appeal, and a written decision shall be rendered by her/him or designee within five (5) days after the conference.

- 3.3.3 Step 3. If there is not a satisfactory resolution of the grievance at Step 2 or if the Assistant Superintendent/Director of Human Resources fails to respond within the specified time, the grievant may appeal to the Superintendent in writing within five (5) days of the Assistant Superintendent's/Director of Human Resources reply at Step 2, or in the absence of such reply, within five (5) days of the date the reply was due. The Superintendent or designee shall hold a conference within ten (10) days after receipt of the appeal, and a written decision shall be rendered by her/him or designee within five (5) days after the conference.
- 3.3.4 Step 4. If there is not a satisfactory resolution of the grievance at Step 3 or if the Superintendent does not respond within the specified time, the grievant may submit her/his grievance to the Board of Education. The grievance must be submitted to the Board within five (5) days of the Superintendent's decision at Step 3, or in the absence of such decision, within five (5) days of the date the decision was due. The Board will conduct a hearing on the grievance within 45 days of the submission. The Board shall render its decision within five (5) days after the hearing.
- 3.3.5 Step 5. If the grievance is not resolved at Step 4, the Council (and not an individual grievant) may submit the grievance to binding arbitration within ten (10) days after receipt of the Step 4 decision. The Council shall request a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternatively strike names of arbitrators from the list, with the Council striking first. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) entire panel of arbitrators. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. He/she shall consider and decide only the specific issues submitted to him/her in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him/her. The arbitrator's decision 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. The fees of the arbitrator and that of a court reporter, if requested by either party, shall be divided equally between the Board and the Council. All other expenses shall be borne by the party incurring them.

- 3.4 General. An employee who participates in the grievance procedure shall not be subject to discipline or reprisals because of such participation. A Council representative may be present and participate at any step of the grievance procedure.

## **Article 4**

### **Seniority/Probation**

- 4.1 Seniority. Seniority shall be based on years of service to the district in any and all positions as defined in Chart 9.1 of Article 9, Hours/Work Year.

A seniority list shall be prepared for each job title in Chart 9.1. Time on unpaid leaves shall not count toward seniority. Employees on approved unpaid leaves shall not lose any accrued seniority.

- 4.2 Probationary Period. All new employees shall be hired on a probationary basis for a period of ninety (90) work days from the first day worked. For employees whose work year is the school year, the probationary period excludes the days the employee is not required to work during summer recess. During the probationary period, the Board shall have sole discretion and authority to discipline or discharge without need to state any reason for such actions.

## **Article 5**

### **Lay Off/Discipline/Discharge**

- 5.1 Lay Off. When the Board determines that it is in the best interests of the District to decrease the number of employees, the Board will lay off from within each of the job titles listed in Chart 9.1. Lay off shall be based upon district seniority within the appropriate job title, provided that a more senior employee in the job title has equal skill, ability and training to hold a position held by a less senior employee. "District seniority" is defined to be the length of time of continuous employment effective from the first day of actual work for any position listed in Chart 9.1. Seniority credit is not granted for any employment prior to a voluntary break in service (i.e., resignation) from the

district, nor for any time on Board approved unpaid leaves. One-half year of seniority credit will be granted for a year in which the employee was less than half-time (0.5 FTE).

In the event of a lay off, an employee whose position has been eliminated may return to a position in which she/he has (1) performed satisfactorily and (2) in which he/she previously served.

Employees who are to be laid off will receive written notice not less than 30 calendar days prior to the effective date of the layoff.

5.1.1 Any employee who is laid-off according to the procedure described in Section 5.1 shall be entitled to recall according to seniority / hire date prior to the employment of non-district personnel for any vacant position in the category and for which position he/she is qualified. Such recall right shall last for one calendar year from the beginning of the following school term.

5.1.2 Notice of recall shall be delivered by email to the email address supplied by the affected employee. The employee must accept the recall by return email within six (6) calendar days of the notice. Failure of the employee to respond or failure to accept the recall shall cause the employee to forfeit any right to a position in Orland School District 135.

5.2 The Council and the Board acknowledge that appropriate disciplinary sanctions for employee misconduct may be determined by the Administration and/or the Board based on the repetitive nature of such misconduct and/or the magnitude or severity thereof. The initial disciplinary step shall depend on the severity of the offense. Probationary employees may be disciplined or discharged without cause. An employee may petition for the removal of documentation of an oral or written reprimand from such employee's personnel file after one year. Employee misconduct may result in disciplinary sanctions ranging from oral reprimand through discharge.

Disciplinary actions for cause may include, but are not limited to:

1. Oral reprimand
2. Written reprimand
3. Suspension (paid or unpaid)
4. Discharge/Termination

Other conditions of employment may be imposed as part of discipline.

Employees shall have the right to request Council representation in any meeting with the Board of Education and/or District Administration which may result in a disciplinary action.

In connection with any allegation of misconduct, the Superintendent or Board may place any employee on administrative leave with pay pending the investigation of such allegation. Any employee subject to administrative leave shall receive written notice of the allegation giving rise to such action, and may make a written response to such notice which shall be attached to the District's copy of such notice.

- 5.3 Suspension by Superintendent. The Superintendent or his designee may suspend an employee with or without pay for up to ten (10) working days. The Council President will be notified within 24 hours of this action. A suspended employee may request a review of his/her suspension before the Board of Education. Requests for a review must be made in writing to the Superintendent no later than five (5) working days after the end of the suspension.
- 5.4 Suspension by the Board. An employee may be suspended with or without pay by the Board only after the employee and the council president have received written notice of the reason(s) for the proposed suspension and an opportunity for a hearing on the matter before the Board. No disciplinary suspension without pay shall exceed thirty (30) workdays. The Board shall determine what constitutes sufficient cause for a suspension.
- 5.5 Discharge. A non-probationary employee may be discharged by the Board only after receiving written notice of the reasons for the proposed discharge and an opportunity for a hearing before the Board. The Board shall determine what constitutes sufficient cause for discharge. After a hearing before the Board, the Board shall determine whether the greater weight of the evidence established sufficient cause(s) for a suspension or a discharge.

## **Article 6**

### **Evaluation**

- 6.1 General. The Superintendent or his/her designee shall determine the extent and content of a system for the formal evaluation of employees. The Administration shall advise the Council as to the system for formal evaluation, and prior to its implementation, the Council may submit its recommendations

regarding the system. The recommendations must be submitted within thirty (30) calendar days of receipt of notification by the Administration.

6.2 Evaluation Reports. Following the completion of a staff evaluation or when an area of improvement is identified, the supervisor shall meet with the employee to review the evaluation and/or any noted concerns. At this meeting, the employee will receive advice from the supervisor in person as to correction of deficiencies, it being understood, however, that each employee is responsible for correcting deficiencies in his/her performance or conduct.

6.3 Personnel File. Employees shall have the right upon request and at reasonable times to review the contents of their personnel files, except for pre-employment references. Only one (1) official file shall be kept for each employee. An employee shall have the right to insert materials relevant to his/her service in the District or his/her qualifications in general. An employee shall have the right to attach dissenting material to any item in his/her file. Materials related to discipline of the employee may be initialed and dated by the employee. If the employee refuses to initial and date the material, a supervisor shall so note the refusal on the document and place it in the personnel file. Notice of such refusal, including the employee name and date, shall be sent to the Council President. The employee's initials do not necessarily connote agreement with the material. Reasonable request by employees for single copies of materials in their official file, except privileged information, will be honored by the Administration. Every employee shall be given a copy of any material added to his/her official personnel file if the material is critical of the employee's conduct or performance. Any documents or the contents thereof relating to employee evaluation and performance and all material placed in an employee's file by an administrator will be respected by the employee and administrator as confidential vis-à-vis the general public except as may be required by the Council or the employee for purposes of representation of the employee in the implementation of this Agreement, or by the Board in bringing charges or when release is otherwise required or permitted by law.

## **Article 7**

### **Leaves**

7.1 Sick Leave. The Board will grant employees sick leave in the amount of fifteen (15) days for twelve (12) month employees, and thirteen (13) days for ten (10) month employees. Part-time employees covered by this Agreement will receive prorated paid sick leave based upon the number of days or hours

per day worked during each month of service, whichever is applicable. Such leave shall be granted beginning July 1. Unused sick leave shall accumulate indefinitely. Sick Leave will be accounted for and can only be taken in ½ day and full day increments. An employee at work for 2 hours or less will be required to use a full day. A doctor's note may be required by the Superintendent or designee as a basis for pay after an absence of three (3) consecutive work days or more, or if there is a reasonable suspicion of sick leave abuse. For paid sick leave that is used for adoption or placement for adoption, the employee shall be required to provide evidence that the formal adoption process is underway.

7.1.1 Sick leave will be interpreted to mean illness, quarantine at home, and serious illness in the immediate family or household, or birth, adoption or placement for adoption by the employee or the employee's spouse. Sick leave may be used for absences due to illness, injury or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or step parent on the same terms upon which the employee is allowed to use sick leave for the employee's own illness or injury.

7.1.2 Sick leave that is taken by an FMLA eligible employee for any FMLA-qualifying reason shall constitute and run concurrently with and be counted as FMLA leave for eligible employees and shall be subject to all regulations of FMLA leave, subject to any reservation of sick time allowed by Section 7.8.

7.2 Personal Leave. The Board shall grant two (2) days of personal leave per year at full pay which may be used upon prior written notification to the employee's supervisor at least one work day in advance, except in an emergency situation where such notification is not possible. In the initial year of employment, employees hired after January 1 shall be entitled to one (1) personal day. Under ordinary circumstances, no reason for personal leave need be given but appropriate documentation must be completed in advance whenever possible. Personal days may be used as sick days.

Personal leave shall not be allowed or taken immediately before or after a holiday or holiday week and not during the first five (5) work days or last five (5) work days of the school year. Personal leave shall not be used in conjunction with other types of leave for the purpose of extending a holiday or vacation period. In the event of an emergency or unforeseen circumstances, a request may be made to the Superintendent for special permission to use personal leave in these time periods. The request must

contain specific information about the need for the personal leave. The Superintendent may approve the request but is not required to do so.

In the event too many employees request personal leave, resulting in adverse efficiency in the operation of any school or part thereof, the administration will permit as many employees to take time off for personal leaves as is reasonably possible but in no event more than 10% of the employees covered by this Agreement.

Employees may carry over one unused personal leave day to the following fiscal year. An employee carrying over one (1) unused personal leave day would begin the new fiscal year with three personal days. Any additional unused personal leave days shall be added to the employee's accumulated sick leave. All accumulated personal days may be used consecutively.

7.2.1 Religious Holiday Leave. The Superintendent shall grant a maximum of two (2) days of unpaid leave for observation of religious holidays not reflected in the school calendar on a case-by-case basis. Requests for additional religious holiday leave may be submitted to the Superintendent and may be granted on a case-by-case basis. Requests for use of religious holiday leave must be made in writing to the Superintendent at least five (5) days in advance of the leave.

7.3 Bereavement Leave. The Board shall provide up to five (5) non-cumulative bereavement days per occurrence in the event of the death of a spouse or child, up to three (3) non-cumulative bereavement days per occurrence in the event of the death of a parent, brother, sister, grandchild, grandparent, parent-in-law, sister-in-law, brother-in-law, grandparent-in-law, legal guardian, and others as approved by the Superintendent and up to one (1) bereavement day per occurrence in the event of death of an aunt or uncle or corresponding in-law.

7.4 Sick Leave Bank

The sick leave bank is a voluntary bank of member sick leave days administered by the Council's Sick Leave Bank Committee. Members are eligible for withdrawal from the Sick Leave Bank for only one continuous catastrophic illness per school year. The Board and the Council agree that the Board shall, pursuant to the direction of the Council's Sick Leave Bank Committee, accept donations of employees' sick leave days to the Sick Leave Bank, shall hold these days, and further, pursuant to the direction of the Council's Sick Leave Bank Committee, and to the availability of days in the Sick Leave Bank, distribute days from the Sick Leave Bank.

7.4.1 Any member of the Council covered under the terms of this Agreement shall be eligible to participate voluntarily in a "Sick Leave Bank." Such staff who desire to participate in the Sick Leave Bank shall submit written notice of intent to so participate on a provided form. Said notice shall be given to the Sick Leave Bank Committee to administer the provision of said Sick Leave Bank prior to October 1 of each year.

7.4.2 Membership in the Bank shall require a one-time contribution from a staff member of three (3) days of accumulated sick leave, which was earned in a year preceding the year of enrollment and must number at least twenty (20) days of accumulated leave.

Additionally, in case of depletion of the Sick Leave Bank below the 65% level during the fiscal year, an automatic deduction of one (1) day shall be made from participants in the Bank.

7.4.3 A participant may cancel membership by so indicating in writing directed to the attention of the chairperson of the Sick Leave Bank Committee. Cancellation of membership, regardless of reason, shall mean forfeiture of any claim to contributed days and benefits of membership.

7.4.4 Authorized withdrawals by participating staff members from the Sick Leave Bank shall be made only upon approval of the majority members of the Sick Leave Bank Committee and their decision shall be final. No one shall draw from the Bank until a doctor's certificate of illness is provided by the employee to the Committee, and the participating staff applying for such withdrawal has, in fact, depleted his or her accumulated sick leave and has been absent without wage for two (2) days. HR Staff is not responsible for providing certificates of illness to the Sick Leave Bank Committee. Staff members are eligible for withdrawal from the Bank for only one continuous illness per fiscal year. Each withdrawal shall be not less than five (5) days nor more than twenty (20) days.

A staff member may apply for up to five (5) withdrawals if necessary upon depletion of the initial withdrawal.

7.4.5 Three members of the Orland Council of Educators appointed by the President will act as a Sick Leave Bank Committee in all matters that concern the policies and decisions of the Sick Leave Bank. The Sick Leave Bank Committee shall ensure that all participants know that the policies and decisions of the Sick Leave Bank Committee are made by the Sick Leave Bank Committee and not by the Board or the

Administration. District office personnel will verify eligibility and report sick leave days to the Sick Leave Bank Committee.

- 7.4.6 The Orland Council of Educators representatives on the Sick Leave Bank Committee shall compile a roster of staff who have elected and are qualified to participate in the Support Staff Sick Leave Bank, and shall submit its information to the Administration by no later than October 15. They shall also report the specifics of any withdrawals to the Administration prior to the end of the school year, and shall prepare and present such other reports and information that the Administration may require from time to time.
- 7.4.7 The Orland Council of Educators agrees to indemnify, and save and hold harmless, the Board of Education, its employees and agents from any and all liability, costs, claims, attorneys' fees or damages suffered by the Board as a result of any litigation, arbitration, or administrative agency proceeding which might arise as a result of this Article.
- 7.4.8 Any dispute which arises as to the administration of this section shall be nongrievable.
- 7.4.9 The Sick Leave Bank Committee shall write its own rules of operation.
- 7.4.10 Any member who is receiving benefits from the Illinois Municipal Retirement Fund, or who is absent for illness or injury due to a work related accident (which is compensable under the Illinois Workers' Compensation Act), may not avail himself/herself of any benefits of the Bank. Employees who are on Board approved leaves of absence shall be ineligible to withdraw from the Sick Leave Bank.
- 7.4.11 All costs or labor necessary for the operation of the Bank shall be the exclusive responsibility of the Council.
- 7.5 Extended Sick Leave. An employee who due to a serious illness or injury has exhausted all of his/her available sick leave days, including Sick Leave Bank days and personal leave days, shall be entitled to a leave of absence without pay and without benefits for up to ninety (90) additional days for absences necessary due to that illness or injury. A request for such leave must be made in writing to the Superintendent who will forward it to the Board of Education for approval.
- 7.51 Permanent Disability. If illness, incapacity, or any other condition causes an employee to be absent in one fiscal year, after exhaustion of all available leave, for more than ninety (90) consecutive work days, such absence may



be considered a permanent disability and the Board may consider beginning dismissal proceedings subject to State and federal law, including the Americans with Disabilities Act.

- 7.6 General Leave. The Board of Education may grant a leave of absence without pay and without benefits to an employee of not more than one (1) year based on the recommendation of the Superintendent. Application for leave of absence by any employee will be submitted in writing to the Superintendent with reasons for the leave.
- 7.7 Jury Duty Leave. Employees who are required to serve on jury duty on work days shall receive full salary during the periods of such service. The employee shall not be required to remit to the District any wage or expense paid for jury duty work. Evidence of the completion of jury duty must be submitted to the payroll department.
- 7.8 FMLA. Bargaining unit members will be considered eligible for leave under the Family and Medical Leave Act if they have been employed by the district for at least twelve (12) months preceding the leave and have worked at least 1250 hours during the twelve (12) month period immediately before the beginning of the leave. The Superintendent may consider requests from other bargaining unit members on a case-by-case basis. If a husband and wife are both eligible employees, they are limited to a combined total of twelve (12) work weeks of leave. All leaves provided for in this Agreement shall, to the extent that the reason for the leave qualifies for leave under the Family and Medical Leave Act, run concurrently with and be counted toward any leave entitlement under said Act. Any available paid leave is required to be substituted for unpaid FMLA leave, except that an eligible employee may, at the employee's option, reserve up to and not more than fifteen (15) available paid sick leave days during the twelve (12) month FMLA period. The twelve (12) month period for FMLA purposes shall be a rolling backward period and FMLA leave shall be administered in accordance with Board policy.
- 7.9 Inclement Weather. When schools are closed due to inclement weather conditions, the employees who are required to work shall not be docked for tardiness determined by the employee's immediate supervisor to be reasonable under the circumstances. Twelve-month employees are required to work. Ten-month employees will not be required to work and will not be docked but will be required to work a make-up day. Twelve-month employees shall not receive any additional compensation for working on days when school is closed due to inclement weather. In the event that the District makes up an inclement weather day on a paid holiday, as designated in

Section 10.1, all employees shall be given a makeup holiday on a day during Spring Break to be determined by Administration.

- 7.10 Meetings. Upon approval of the Assistant Superintendent/Director of Human Resources and the employee's immediate supervisor, an employee may be relieved from his regular duties to attend a meeting of his/her professional organization. A request to attend such meeting must be submitted in writing to the Assistant Superintendent/Director of Human Resources and the employee's supervisor at least five (5) work days in advance of the meeting date. Meetings subject to this article are those not covered by Article 2.8.
- 7.11 Student Teaching or Internship Leave. A full-time employee may be granted a leave of absence for student teaching or an education-related internship if the following conditions are met:
- a. The student teaching or internship occurs under an arrangement with an accredited college or university that prepares students for careers in education.
  - b. The duration of the leave for student teaching or the internship is no longer than one semester.
  - c. The employee has been employed full time for two (2) years or more.
- 7.12 Worker's Compensation. If an employee is injured during the course of his/her employment which results in an absence, for the first three (3) workdays of absence the employee will automatically be charged for three (3) sick days (or in the case of part-time employees, the number of sick leave days to their credit) and will be paid at a daily rate equal to 100% of his/her salary. Any partial day absence on the day of the injury will also be charged to sick leave.

The fourth (4<sup>th</sup>) workday the employee will be asked to decide either:

- (i) To use his/her sick days and, therefore, be paid a daily rate equal to 100% or:
- (ii) To be paid directly from Worker's Compensation at the prescribed daily rate as provided by law.

If the employee chooses (i), then Worker's Compensation checks will be sent directly to, and shall become the property of, the School District. The employee will receive his/her normal salary paid at his/her daily rate. The employee's sick leave shall be credited for the difference between the Worker's Compensation received and his/her average weekly rate paid. This

will result in the deduction of one-third (1/3) of a sick day for each day of such absence.

If the employee chooses (ii), then Worker's Compensation checks will be sent to the District and forwarded to the employee. The School District will, in turn, reduce the individual's pay at a daily rate equal to 100%.

In either case, the individual must indicate in writing which option he/she chooses. Written notification must be received in the Business Office prior to the issuance of the next regular paycheck.

In the event Worker's Compensation Insurance reimburses for the first three (3) workdays off, this amount will be reimbursed to the District and two-thirds (2/3) of a sick leave day for each day reimbursed shall be restored to the employee. The insurer's current practice (which is subject to change) is that this reimbursement is triggered when the employee is absent due to a work related injury of fourteen (14) consecutive days.

- 7.13 An employee shall complete an accident report within twenty-four (24) hours of when he/she knew or should have known he/she was injured at work.
- 7.14 Employees on an extended sick leave, general leave, student teaching/internship leave, or worker's compensation leave as of July 1 of any fiscal year shall receive a prorated amount of benefit days upon return to active status. During the pendency of said leaves, benefit days shall not be earned or accumulated.

## **Article 8**

### **Professional Development**

- 8.1 The Board agrees that professional development opportunities should be provided in order for support staff to successfully perform their jobs. Professional development is an approved experience planned and conducted by the school district for the purpose of strengthening the support staff's skill in performing the duties required by their jobs. The extent of training may vary and be ongoing. The Administration may require minimum amounts of mandatory professional development.
- 8.2 There is an expectation that the District shall provide to all new employees sufficient training in a timely manner required to effectively execute their job duties. Support staff who believe they have had insufficient training should notify their immediate supervisor and their OCE building representative.

- 8.3 On advance approval of the Superintendent or his/her designee, support staff successfully completing a District professional development opportunity outside the normal work day/year shall be paid at the employee's regular rate of pay.
- 8.4 The professional development instructors and assistant instructors will be paid the same hourly rate as teachers who are instructors and assistant instructors.
- 8.5 Prior to participation in optional or required professional development, support staff must receive prior supervisor approval. Upon completion of approved professional development, the support staff employee must provide evidence of completion to his/her supervisor, which evidence shall be forwarded to Human Resources for inclusion in the employee's personnel file. Support staff will be compensated upon successful completion of the approved professional development as certified by the staff development instructor.
- 8.6 Support staff required by the Administration to attend conferences, courses or special training sessions on non-scheduled work days shall be compensated at the employee's regular hourly rate of pay for the hours spent in conference/course/training activities. In order to be paid for the professional development, upon completion of approved professional development the support staff employee must provide evidence of completion to his/her supervisor, which evidence shall be forwarded to Human Resources for inclusion in the employee's personnel file.
- 8.7 Repayment for the Cost of Training Leading to Certification paid for by the Board.  
Any employee who receives training leading to certification paid for by the Board must continue employment with the district for at least three (3) fiscal years or repay a percentage of the training costs.
- If an employee resigns with less than one (1) fiscal year of service following receipt of training leading to certification paid for by the Board, 100% repayment of costs will be required.
  - If an employee resigns with more than one (1) fiscal year of service but less than two (2) fiscal years of service following receipt of training leading to certification paid for by the Board, 50% repayment of costs will be required.

- If an employee resigns with more than two (2) fiscal years of service but less than three (3) fiscal years of service following receipt of training leading to certification paid for by the Board, 25% repayment of costs will be required.
- If an employee resigns with three (3) or more fiscal years of service following receipt of training leading to certification paid for by the Board, there shall be no repayment.
- If an employee is terminated by the Board, there shall be no repayment.

8.8 Workshops/Conferences/Coursework. Employees may request to attend and have reimbursed their expenses for participation in programs, workshops or schools which provide job related skill development. Conference attendees must complete an evaluation of the workshop and provide how he/she will share information presented. The employee will submit the request by using the district's Conference/Convention/Workshop Request Form to his/her immediate supervisor. The employer will consider each request for reimbursement, but is not obligated by this section to approve such requests. Workshops, conferences, conventions and coursework must be approved by the Superintendent or designee prior to the employee registering for them. If a request is not approved, the employee will receive in writing the reason for the refusal within two weeks of the request.

## **Article 9**

### **Hours/Work Year**

9.1 Employee Work Days and Work Hours. Chart 9.1 defines the work day and work year for support staff based on the calendar as established by the Board of Education for that school year. At the start of each fiscal year, i.e., July 1, the work year basis shall be adjusted to reflect the impact that the number of week days in the calendar year, and the occurrence of holidays have on the number of total paid days.

Additional information for the purpose of clarification is provided in Articles 9.2 through 9.9.

**Chart 9.1**

**2022-2023**

<u>Job Title</u>	<u>Category</u>	<u>Starting Rate</u>	<u>Days Worked</u>	<u>Max Holidays</u>	<u>Total Paid Days</u>	<u>Paid Hours</u>	<u>Lunch</u>	<u>Breaks (paid)</u>	<u>Hours on Property</u>	<u>Paid Hours on Institute Days</u>	<u>P/T Days</u>
Day Custodian	A	\$15.00	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Night Custodian	A	\$15.00	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Courier	A	\$15.00	231	12	243	4	-	-	4	4	No
Night Lead	B	\$17.75	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Office Assistant	B	\$17.75	178	15	193	6.5	1/2 hour	1 15-minute	7	6.5	No
Paraprofessional	B	\$17.75	178	15	193	6.75	1/2 hour	2 15-minute	7 hr 15 min	5	No
One-to-One Health Aide	B	\$17.75	178	15	193	6.75	1/2 hour	2 15-minute	7 hr 15 min	5	No
Information Technology Assistant	C	\$21.48	195	15	210	7.5	1/2 hour	2 15-minute	8	5	Yes
School Secretary	C	\$21.48	204	16	220	7.5	1/2 hour	2 15-minute	8	7.5	Yes
Secretary, Student Services/Special Education	C	\$21.48	233	17	250	7	1/2 hour	2 15-minute	7.5	7	Yes
Day Lead	D	\$24.64	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Business Specialist	E	\$26.28	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Data Support Specialist, Student Services & Registration	E	\$26.28	243	17	260	7.5	1/2 hour	2 15-minute	8	7.5	Yes
Data Support Specialist, Teaching and Learning	E	\$26.28	243	17	260	7.5	1/2 hour	2 15-minute	8	7.5	Yes
District Technology Specialist	E	\$26.28	243	17	260	7.5	1/2 hour	2 15-minute	8	7.5	Yes
Executive Secretary, Buildings & Grounds	E	\$26.28	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Executive Secretary, Curriculum	E	\$26.28	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Executive Secretary, Student Services/Special Education	E	\$26.28	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Maintenance	E	\$26.28	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Registered Nurse	F	\$27.00	180	15	195	7	1/2 hour paid**	2 15-minute	7	5	Yes
*Paid 8 hrs/day during school year, 7 hrs/day during summer, Work 8.5 hrs/day during school year, 7.5 hrs/day during summer											
**Any employee hired in this position after contract ratification will have an unpaid lunch											
Courier work schedule: Off week of Thanksgiving, Winter Break, Spring Break											
<b>Employee work year shall be adjusted to reflect the impact that the number of work days in the calendar year, and the occurrence of holidays have on the number of total paid days in the school calendar</b>											
<i>IF HIRED BEFORE 7/1/2022</i>											
Information Technology Assistant	C	n/a	200	15	215	7.5	1/2 hour	2 15-minute	8	5	Yes

**Chart 9.1**

**2023-2024**

<u>Job Title</u>	<u>Category</u>	<u>Starting Rate</u>	<u>Days Worked</u>	<u>Max Holidays</u>	<u>Total Paid Days</u>	<u>Paid Hours</u>	<u>Lunch</u>	<u>Breaks (paid)</u>	<u>Hours on Property</u>	<u>Paid Hours on Institute Days</u>	<u>P/T Days</u>
Day Custodian	A	\$15.10	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Night Custodian	A	\$15.10	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Courier	A	\$15.10	231	12	243	4	-	-	4	4	No
Night Lead	B	\$18.10	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Office Assistant	B	\$18.10	178	15	193	6.5	1/2 hour	1 15-minute	7	6.5	No
Paraprofessional	B	\$18.10	178	15	193	6.75	1/2 hour	2 15-minute	7 hr 15 min	5	No
One-to-One Health Aide	B	\$18.10	178	15	193	6.75	1/2 hour	2 15-minute	7 hr 15 min	5	No
Information Technology Assistant	C	\$21.48	195	15	210	7.5	1/2 hour	2 15-minute	8	5	Yes
School Secretary	C	\$21.48	204	16	220	7.5	1/2 hour	2 15-minute	8	7.5	Yes
Secretary, Student Services/Special Education	C	\$21.48	233	17	250	7	1/2 hour	2 15-minute	7.5	7	Yes
Day Lead	D	\$24.64	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Business Specialist	E	\$26.28	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Data Support Specialist, Student Services & Registration	E	\$26.28	243	17	260	7.5	1/2 hour	2 15-minute	8	7.5	Yes
Data Support Specialist, Teaching and Learning	E	\$26.28	243	17	260	7.5	1/2 hour	2 15-minute	8	7.5	Yes
District Technology Specialist	E	\$26.28	243	17	260	7.5	1/2 hour	2 15-minute	8	7.5	Yes
Executive Secretary, Buildings & Grounds	E	\$26.28	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Executive Secretary, Curriculum	E	\$26.28	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Executive Secretary, Student Services/Special Education	E	\$26.28	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Maintenance	E	\$26.28	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Registered Nurse	F	\$28.00	180	15	195	7	1/2 hour paid**	2 15-minute	7	5	Yes
*Paid 8 hrs/day during school year, 7 hrs/day during summer, Work 8.5 hrs/day during school year, 7.5 hrs/day during summer											
**Any employee hired in this position after contract ratification will have an unpaid lunch											
Courier work schedule: Off week of Thanksgiving, Winter Break, Spring Break											
<b><u>Employee work year shall be adjusted to reflect the impact that the number of work days in the calendar year, and the occurrence of holidays have on the number of total paid days in the school calendar</u></b>											
<b><u>IF HIRED BEFORE 7/1/2022</u></b>											
Information Technology Assistant	C	n/a	200	15	215	7.5	1/2 hour	2 15-minute	8	5	Yes

**Chart 9.1**

**2024-2025**

<u>Job Title</u>	<u>Category</u>	<u>Starting Rate</u>	<u>Days Worked</u>	<u>Max Holidays</u>	<u>Total Paid Days</u>	<u>Paid Hours</u>	<u>Lunch</u>	<u>Breaks (paid)</u>	<u>Hours on Property</u>	<u>Paid Hours on Institute Days</u>	<u>P/T Days</u>
Day Custodian	A	\$15.25	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Night Custodian	A	\$15.25	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Courier	A	\$15.25	231	12	243	4	-	-	4	4	No
Night Lead	B	\$18.25	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Office Assistant	B	\$18.25	178	15	193	6.5	1/2 hour	1 15-minute	7	6.5	No
Paraprofessional	B	\$18.25	178	15	193	6.75	1/2 hour	2 15-minute	7 hr 15 min	5	No
One-to-One Health Aide	B	\$18.25	178	15	193	6.75	1/2 hour	2 15-minute	7 hr 15 min	5	No
Information Technology Assistant	C	\$21.48	195	15	210	7.5	1/2 hour	2 15-minute	8	5	Yes
School Secretary	C	\$21.48	204	16	220	7.5	1/2 hour	2 15-minute	8	7.5	Yes
Secretary, Student Services/Special Education	C	\$21.48	233	17	250	7	1/2 hour	2 15-minute	7.5	7	Yes
Day Lead	D	\$24.64	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Business Specialist	E	\$26.28	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Data Support Specialist, Student Services & Registration	E	\$26.28	243	17	260	7.5	1/2 hour	2 15-minute	8	7.5	Yes
Data Support Specialist, Teaching and Learning	E	\$26.28	243	17	260	7.5	1/2 hour	2 15-minute	8	7.5	Yes
District Technology Specialist	E	\$26.28	243	17	260	7.5	1/2 hour	2 15-minute	8	7.5	Yes
Executive Secretary, Buildings & Grounds	E	\$26.28	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Executive Secretary, Curriculum	E	\$26.28	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Executive Secretary, Student Services/Special Education	E	\$26.28	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Maintenance	E	\$26.28	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Registered Nurse	F	\$29.00	180	15	195	7	1/2 hour paid**	2 15-minute	7	5	Yes
*Paid 8 hrs/day during school year, 7 hrs/day during summer, Work 8.5 hrs/day during school year, 7.5 hrs/day during summer											
**Any employee hired in this position after contract ratification will have an unpaid lunch											
Courier work schedule: Off week of Thanksgiving, Winter Break, Spring Break											
<b>Employee work year shall be adjusted to reflect the impact that the number of work days in the calendar year, and the occurrence of holidays have on the number of total paid days in the school calendar</b>											
<b>IF HIRED BEFORE 7/1/2022</b>											
Information Technology Assistant	C	n/a	200	15	215	7.5	1/2 hour	2 15-minute	8	5	Yes



**Chart 9.1**

**2025-2026**

<u>Job Title</u>	<u>Category</u>	<u>Starting Rate</u>	<u>Days Worked</u>	<u>Max Holidays</u>	<u>Total Paid Days</u>	<u>Paid Hours</u>	<u>Lunch</u>	<u>Breaks (paid)</u>	<u>Hours on Property</u>	<u>Paid Hours on Institute Days</u>	<u>P/T Days</u>
Day Custodian	A	\$15.60	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Night Custodian	A	\$15.60	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Courier	A	\$15.60	231	12	243	4	-	-	4	4	No
Night Lead	B	\$18.60	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Office Assistant	B	\$18.60	178	15	193	6.5	1/2 hour	1 15-minute	7	6.5	No
Paraprofessional	B	\$18.60	178	15	193	6.75	1/2 hour	2 15-minute	7 hr 15 min	5	No
One-to-One Health Aide	B	\$18.60	178	15	193	6.75	1/2 hour	2 15-minute	7 hr 15 min	5	No
Information Technology Assistant	C	\$21.75	195	15	210	7.5	1/2 hour	2 15-minute	8	5	Yes
School Secretary	C	\$21.75	204	16	220	7.5	1/2 hour	2 15-minute	8	7.5	Yes
Secretary, Student Services/Special Education	C	\$21.75	233	17	250	7	1/2 hour	2 15-minute	7.5	7	Yes
Day Lead	D	\$24.75	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Business Specialist	E	\$26.50	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Data Support Specialist, Student Services & Registration	E	\$26.50	243	17	260	7.5	1/2 hour	2 15-minute	8	7.5	Yes
Data Support Specialist, Teaching and Learning	E	\$26.50	243	17	260	7.5	1/2 hour	2 15-minute	8	7.5	Yes
District Technology Specialist	E	\$26.50	243	17	260	7.5	1/2 hour	2 15-minute	8	7.5	Yes
Executive Secretary, Buildings & Grounds	E	\$26.50	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Executive Secretary, Curriculum	E	\$26.50	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Executive Secretary, Student Services/Special Education	E	\$26.50	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Maintenance	E	\$26.50	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Registered Nurse	F	\$29.50	180	15	195	7	1/2 hour paid**	2 15-minute	7	5	Yes
*Paid 8 hrs/day during school year, 7 hrs/day during summer, Work 8.5 hrs/day during school year, 7.5 hrs/day during summer											
**Any employee hired in this position after contract ratification will have an unpaid lunch											
Courier work schedule: Off week of Thanksgiving, Winter Break, Spring Break											
<b>Employee work year shall be adjusted to reflect the impact that the number of work days in the calendar year, and the occurrence of holidays have on the number of total paid days in the school calendar</b>											
<i>IF HIRED BEFORE 7/1/2022</i>											
Information Technology Assistant	C	n/a	200	15	215	7.5	1/2 hour	2 15-minute	8	5	Yes

**Chart 9.1**

**2026-2027**

<u>Job Title</u>	<u>Category</u>	<u>Starting Rate</u>	<u>Days Worked</u>	<u>Max Holidays</u>	<u>Total Paid Days</u>	<u>Paid Hours</u>	<u>Lunch</u>	<u>Breaks (paid)</u>	<u>Hours on Property</u>	<u>Paid Hours on Institute Days</u>	<u>P/T Days</u>
Day Custodian	A	\$16.00	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Night Custodian	A	\$16.00	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Courier	A	\$16.00	231	12	243	4	-	-	4	4	No
Night Lead	B	\$19.00	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Office Assistant	B	\$19.00	178	15	193	6.5	1/2 hour	1 15-minute	7	6.5	No
Paraprofessional	B	\$19.00	178	15	193	6.75	1/2 hour	2 15-minute	7 hr 15 min	5	No
One-to-One Health Aide	B	\$19.00	178	15	193	6.75	1/2 hour	2 15-minute	7 hr 15 min	5	No
Information Technology Assistant	C	\$22.00	195	15	210	7.5	1/2 hour	2 15-minute	8	5	Yes
School Secretary	C	\$22.00	204	16	220	7.5	1/2 hour	2 15-minute	8	7.5	Yes
Secretary, Student Services/Special Education	C	\$22.00	233	17	250	7	1/2 hour	2 15-minute	7.5	7	Yes
Day Lead	D	\$25.00	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Business Specialist	E	\$26.75	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Data Support Specialist, Student Services & Registration	E	\$26.75	243	17	260	7.5	1/2 hour	2 15-minute	8	7.5	Yes
Data Support Specialist, Teaching and Learning	E	\$26.75	243	17	260	7.5	1/2 hour	2 15-minute	8	7.5	Yes
District Technology Specialist	E	\$26.75	243	17	260	7.5	1/2 hour	2 15-minute	8	7.5	Yes
Executive Secretary, Buildings & Grounds	E	\$26.75	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Executive Secretary, Curriculum	E	\$26.75	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Executive Secretary, Student Services/Special Education	E	\$26.75	243	17	260	7	1/2 hour	2 15-minute	7.5	7	Yes
Maintenance	E	\$26.75	243	17	260	8	1/2 hour paid**	2 15-minute	8	8	Yes
Registered Nurse	F	\$30.00	180	15	195	7	1/2 hour paid**	2 15-minute	7	5	Yes
*Paid 8 hrs/day during school year, 7 hrs/day during summer, Work 8.5 hrs/day during school year, 7.5 hrs/day during summer											
**Any employee hired in this position after contract ratification will have an unpaid lunch											
Courier work schedule: Off week of Thanksgiving, Winter Break, Spring Break											
<b>Employee work year shall be adjusted to reflect the impact that the number of work days in the calendar year, and the occurrence of holidays have on the number of total paid days in the school calendar</b>											
<i>IF HIRED BEFORE 7/1/2022</i>											
Information Technology Assistant	C	n/a	200	15	215	7.5	1/2 hour	2 15-minute	8	5	Yes

- 9.2 The paraprofessional may agree to permit one or both fifteen (15) minute break periods to be scheduled at the beginning and/or end of the employee's work day.
- 9.2.1 The Administration shall determine the starting and ending times for each employee's work day.
- 9.3 School Secretaries. Full-time school secretarial/clerical employees will work all days school is in session and for an additional time of up to five (5) weeks outside of the regular school term as collaboratively determined with the employee and then assigned by the employee's building/school administrator.
- 9.4 *(Intentionally left blank)*
- 9.5 Paraprofessionals will not be used to substitute for teachers.
- 9.6 *(Intentionally left blank)*
- 9.7 Extra Summer Work. Any available extra summer work shall be offered to ten (10) month school employees doing like work prior to being offered to non-bargaining unit members. Employees who work during the summer doing the same job will be paid their contracted hourly rate for the school year just completed, or as otherwise established through the posting and application process. However, the rate of pay for different work assignments shall be determined by the Board and listed in the job posting.
- 9.8 Payment for Curricular and Supplemental Activities. Support staff personnel must meet qualification requirements in order to sponsor supplemental programs. Support staff personnel who sponsor supplemental programs or work supplemental activities will be paid the same hourly rate as the teachers who perform those activities.
- 9.9 Open House. All employees, excluding custodians and district office employees, shall work Open House at the building to which they are assigned. Employees who work Open House will be compensated for time worked in the amount of 2.5 hours. If these hours result in an employee working over 40 hours that week, the employee shall receive overtime. Whereas, employees will not receive overtime if these hours result in working over 8 hours the day of Open House.
- 9.10 Day Prior to Winter Break. The last day prior to Winter Break will be an early release day for students and staff. All employees' work day, excluding custodians and district office employees, shall end five minutes after the time students are dismissed. If an employee's supervisor requires an employee to

stay later than five minutes after the students are dismissed, the employee will be paid for the additional work time. The work day prior to Winter Break will be adjusted based on the approved School Calendar/schedule. Employees that were employed at the time of Open House but were unable to work Open House will be allowed, if they so choose, to work an additional 2.5 hours on the last day prior to winter break. These employees will be assigned to work within the District at the direction of administration, which assignments may be outside of the employees' regular job description. For employees at primary buildings that host two Open Houses, employees are not eligible to work 2.5 additional hours prior to winter break.

## **Article 10**

### **Holidays**

- 10.1 Days Observed. Each employee shall be granted a day off with pay on each of the following holidays observed as such by the District (i.e., when school is not in session) under the general provisions described in Article 10.2:

New Year's Day  
Martin Luther King Day\*  
Lincoln's Birthday or President's Day (whichever one is observed)\*  
Casimir Pulaski Day\*  
Friday Before Easter  
Easter Monday\*  
Memorial Day  
Juneteenth\*\* (if falls on Monday – Friday)  
Independence Day\*\*  
Labor Day  
Columbus Day\*  
Veteran's Day\* (see note below)  
Thanksgiving Day  
Day After Thanksgiving  
Day Before Christmas  
Christmas Day  
Day Before New Year's Day

\*Provided that school is not in session on that day.

\*\*Applies to 12 month employees only.

Note for Veteran's Day: If the District shall choose to hold school on Veteran's Day and select another non-attendance day in the school calendar in lieu of

Veteran's Day, each employee shall be granted a day off with pay for that non-attendance day.

Courier Holidays: Martin Luther King Day\*, Lincoln's Birthday or President's Day (whichever one is observed)\*, Casimir Pulaski Day\*, Friday Before Easter, Easter Monday\*, Memorial Day, Juneteenth\*\* (if falls on Monday – Friday), Independence Day\*\*, Labor Day, Columbus Day\*, Veteran's Day\* (as noted), Thanksgiving Day

10.2 General Provisions. In the event that any of the above holidays fall on a Saturday, and school is in session on the preceding Friday, employees shall work a full shift on Friday. In the event that classes are not in session on the preceding Friday, the employees shall not be required to work. In the event that any of these holidays falls on Sunday and school is in session on the following Monday, employees shall be required to work on Monday. If school is not in session on the following Monday, employees shall not be required to work on Monday. An employee must be paid (i.e., working or using paid leave) the work day before and the work day after any holiday in order to be eligible for holiday pay.

## Article 11

### Vacation

11.1 Eligibility. Only full time twelve-month employees are eligible for vacation time. Temporary, part time and ten-month employees are not eligible for vacation time. Preferences as to dates of vacation will be honored in order of seniority and the needs of the District. For purposes of this Article, part time employees are those twelve-month employees who are not regularly scheduled to work the full number of days and hours set forth in Section 9.1 of this Agreement.

11.2 Computation. Vacation is earned on a monthly basis in the amounts set forth below. Employees can use accrued vacation time after the completion of six months of employment. Paid vacation for twelve-month employees shall be as follows:

Years 1 through 5	10 days/year	.8333 days/month
Years 6 through 10	15 days/year	1.25 days/month
Eleven Years or more	20 days/year	1.666 days/month

A maximum of thirty (30) unused vacation days may be carried over per fiscal year. Upon resignation, retirement, transfer to a position which does not qualify for vacation days or termination, an employee shall be compensated at his/her

per diem rate of pay for any and all accumulated and unused vacation days. Any such payout shall be made in a check immediately following the issuance of the employee's last paycheck.

11.3 Regulations. The following regulations apply to all employees taking vacations:

11.3.1 Vacation requests will be handled in two phases.

**Phase 1** - An advance request of vacation time for the period July 1 through June 30 shall be conducted beginning each January for the upcoming fiscal year. Employees covered under this Agreement may request, in advance, any or all available vacation days or days that accrue during the upcoming fiscal year. Days cannot be used prior to accrual of time. Requests for vacation must follow all Regulations under this Article. Employees will submit vacation requests by department in seniority order beginning the first Monday following winter break and ending February 28th. Employees who submit vacation requests will be notified if their requests have been approved, on a rolling basis based on seniority, but in any event no later than March 15th. In the event too many requests are received for the same date(s), approval will be granted based on department seniority as of the time of submission. Individuals whose request cannot be honored will be given an opportunity to submit for a different date prior to completing the Advance Vacation Request process. The Administration will develop, in collaboration with the Union, a procedure document to govern Phase 1 that will be shared with all employees who receive vacation days under this Agreement.

**Phase 2** - Vacation requests submitted after the Advance Vacation Request process is complete will be granted on a first-come basis. Vacation requests for one to four days must be submitted at least two (2) work days prior to taking the vacation, the district will respond within 2 working days. Vacation requests for more than four days are to be submitted to the employee's supervisor at least two (2) weeks prior to taking the vacation. The employee will receive a response to the vacation request and must follow the Regulations under this Article, the district will respond within 2 working days.

11.3.2 Any employee entitled to four (4) weeks of vacation may be allowed to take only up to three (3) weeks at one time if approved by the employee's supervisor.

- 11.3.3 In the event that too many employees request vacation leave, resulting in adverse efficiency in the operation of any school or part thereof, the Administration shall permit as many employees to take vacation time as reasonably possible. In departments with 10 or more employees eligible to receive vacation days, no more than 20% of the eligible employees in the department shall be approved for vacation leave unless the supervisor of the department approves a higher number. The supervisor's decision to approve or not approve a higher number is not subject to grievance or arbitration. If the Union is concerned about any such decision it may request to meet and confer with the supervisor but the supervisor shall have final discretion over such decision.
- 11.3.4 Vacation cannot be taken during the first five (5) days of school or the last five (5) days of school. Additionally, beginning with the 2023-2024 school year, vacation cannot be taken during the five (5) days before the first day of school.

## **Article 12**

### **Management Rights**

- 12.1 General Retention. It is agreed that the Board shall have and retain the full and exclusive right to hire, fire, assign, promote, demote, lay off, direct, discipline, transfer and determine the qualifications of employees.

The Board has the complete and sole right to determine the extent and operations of the District and to make rules, determine the methods, standards and extent of work and to determine the content of jobs and to select and appoint supervisory personnel, and the Board shall further have and retain all other management rights and functions not specifically abridged by the provisions of this Agreement.

- 12.1.1 Although support staff may be involuntarily transferred, the administration will attempt to avoid such transfers without the employee's consent. In the event that the employee does not consent, the superintendent or his/her designee shall notify the employee in writing as to the reason(s) for the transfer prior to the transfer.
- 12.2 No Strike/Work Stoppage. During the term of this Agreement, in no event shall the Council nor any of its members, agents or any employees for any reason authorize, institute, aid or engage in a slowdown, work

stoppage, strike or picketing in any manner which would disrupt the operation of the schools.

## Article 13

### Salary and Benefits

- 13.1 Salary. The starting salary rates by job title are set forth in Chart 9.1. All members of the bargaining unit who have not submitted a letter of intent to retire shall receive the following increases to their hourly rate for each year of this Agreement:

2022-2023	Category A = \$1.97 per hour Category B-F = \$1.75 per hour
2023-2024	4.75%
2024-2025	4.75%
2025-2026	4.50%
2026-2027	4.50%

Wage increases pursuant to this paragraph shall be retroactive to July 1, 2022, except for extra summer work which shall be paid in accordance with Section 9.7. Retro pay shall be paid only to those employees who are actively employed by the School District on the date of approval of this Agreement by the Board of Education, except as specifically agreed to by the Board of Education.

Presently employed members in 2022-2023 shall receive either the dollar amount wage increase or the starting wage agreed to in 9.1, whichever is greater.

- 13.1.1 Overtime. All overtime performed in excess of the employee's weekly or daily schedule must have the prior approval of the employee's immediate supervisor. Either time and one-half (1-1/2) hours or compensatory time based on one and one-half (1-1/2) hours per hour paid beyond forty (40) hours per week or eight (8) hours per day will be offered. The overtime rate shall be one and one-half (1-1/2) times the regular rate and is applicable only to hours paid in excess of forty (40) hours per week or eight (8) hours per day.

- 13.1.2 When weekend activities need to be covered, the overtime will be offered to the building day and night leads on an equitable basis. When the day and/or night leads are unavailable to work, the overtime will then be offered first to the building day helper and following that, to the District maintenance staff on a rotating basis.



13.1.3 When a day/night helper is required by the administration to substitute for a night lead, the day/night helper will be paid an additional \$3.00 (three dollars)/hour above his/her hourly rate for the hours worked regardless of the length of time of the assignment.

When a day/night helper is required by the administration to substitute for a day lead, the day/night helper will be paid an additional \$3.00 (three dollars)/hour above his/her hourly rate for the hours worked when working as day lead for 1-9 consecutive days and at the starting rate of pay for a day lead for 10 or more consecutive days.

13.1.4 An employee called in by the Superintendent or designee for emergencies and/or special circumstances outside of his/her regular shift shall be paid for no less than three hours.

13.1.5 Temporary Assignment. When a support staff member (who is not covered by Section 13.1.3 above) is temporarily assigned to a category above his/hers (within the collective bargaining agreement) for more than ten (10) days, he/she will be paid an hourly differential of \$1.50 for the remainder of the temporary assignment and retroactively, the difference of his/her rate of pay and the new rate for the previous ten (10) days. When a support staff member is temporarily assigned to a support staff position that is not within the collective bargaining agreement for more than ten (10) days, he/she will be paid a rate that will be collaboratively determined by the Superintendent or his/her designee and the Council President for the remainder of the temporary assignment and retroactively, the difference of his/her rate of pay and the new rate for the previous ten (10) days.

13.1.6 Permanent Assignment Change. When a support staff member moves to an assignment in a category above his/hers (within the collective bargaining agreement), s/he will be paid in the higher lane at the starting salary or \$2.00 more per hour, whichever is higher.

13.1.7 Rotation for Outside Activities. In the event that the Administration has a need to hire support staff members to work events or activities outside the normal work day, the Administration will make every effort to rotate the opportunity for work among the support staff employed in that capacity. This Article shall only apply to an event or activity that is scheduled on a regular basis at least five times during a semester and that is compensated by the district. This Article applies to support staff members not covered under Article 13.1.2.

13.2 Insurance Committee. The support staff will be represented on the insurance committee by two (2) representatives chosen by the Council.

13.3 Medical Insurance. The Board shall provide a group plan of major medical insurance for its employees. The Board reserves the right to change the plan and select the carrier, provided that the coverages of any new plan must be substantially equal to those of the 2003-2004 plan. Changes in the plan can be implemented only after the following steps:

1. The Board must advise the OCE President of the proposed changes in the plan.
2. At the discretion of the OCE, a hearing may be requested with the Board.
3. The Board will decide if the proposed changes do substantially alter the coverages of the 2003-2004 plan.

In addition, the Board shall retain the right to offer new or additional medical insurance plans in its discretion.

The Board will pay ninety-five percent (95%) of the premium for employees electing single coverage, and will pay seventy percent (70%) of the premium for employees electing dependent coverage. The balance of premiums shall be paid by the employee via bi-weekly payroll deductions.

The employee who selects single medical insurance will be responsible for contributing the lesser of 5% of the cost of the premium or \$35.00 per month in fiscal year 2013-2014, \$40.00 per month in fiscal year 2014-2015, \$45.00 per month in fiscal year 2015-2016 and \$50.00 per month in fiscal year 2016-2017.

Any employees hired after ratification of the 2022-27 Agreement who elect insurance coverage will be enrolled in the HSA Plan when hired for the first full year of employment. Such an employee will be able to change health insurance plans at the yearly open enrollment period if, after completing the benefits decision support tool, the employee is recommended to change health insurance plans.

13.4 Life Insurance. The Board of Education will provide each employee with \$35,000 of group-term life insurance. This coverage shall automatically terminate at the end of the month in which the employee retires/resigns.

13.5 Dental Insurance. All employees shall be entitled to dental insurance benefits under the District's selected group dental insurance plan according to the following terms and conditions:

For employees who select dental insurance, the Board of Education shall contribute \$15.63 per month. The balance of monthly premiums shall be paid by the employee via bi-weekly payroll deductions.

For subsequent years of this agreement, the Board of Education shall contribute an amount equal to the previous year's premium, plus the percentage increase in the annual renewal. At no time during the terms of this agreement will the Board's contribution be less than \$15.63 per month.

Each employee will have the opportunity to enroll in the plan at a designated date and once enrolled must remain in the plan for at least one year. The conditions of enrollment and the procedures therefore shall be in conformance with the insurance contract between the school district and the insurer. Employees who withdraw from the plan shall be ineligible to re-enter for a period of two (2) years from the date of withdrawal.

13.5.1 Vision Insurance. The Board shall provide for single and dependent vision insurance. The vision insurance will cover routine examinations, glasses, frames, and contact lenses. The Board reserves the right to change the plan and select the carrier, provided that the coverages of any new plan must be substantially equal to those of the 2003-2004 plan. Changes in the plan can be implemented only after the following steps:

1. The Board must advise the OCE President of the proposed changes in the plan.
2. At the discretion of the OCE, a hearing may be requested with the Board.
3. The Board will decide if the proposed changes do substantially alter the coverages of the 2003-2004 plan.

### 13.6 Retirement.

13.6.1 Upon written notice of retirement or resignation and completion of the current fiscal year; any employee who will have 30 years of service credit or be age 55, and who will have 15 years of full time service in the district will receive:

- a. The appropriate longevity stipend earned for the next fiscal year. All payments made pursuant to this paragraph shall be made during the second calendar month after the employee's last day of retirement.
- b. A 6% bonus on base salary (does not include longevity) for the final three (3) years of employment, provided that an irrevocable written notice of retirement is given to the Superintendent by March 1 of the year preceding the retirement

year. Employees who provide this written notice shall be capped at an annual rate of pay that ensures that no accelerated payments or other penalties are assessed by IMRF, and shall NOT receive the annual pay increase established by Section 13.1 above. Employees who wish to receive the 6% payment for the 18-19 or the 19-20 school year may provide the required written notice within fourteen (14) days of the Board's approval of this Agreement.

- c. Forty-five dollars (\$45.00) per day for each sick day that cannot be applied to reach maximum IMRF credit as a contribution to the employee's 403(b) plan account and subject to the 403(b) contribution provisions in Section 13.6.2 below.
- d. For employees who receive overtime pay on a regular basis, the year in which the employee gives notice shall be used as the base amount, with any overtime paid during the retirement track years limited to no more than the amount paid in the base year. The Board shall have the right to limit overtime work by any employee who has provided a retirement notice in order to comply with this paragraph.
- e. All payments made under the sections above shall be made during the second calendar month after the employee's last day of employment.
- f. The employee must retire on or before June 30, 2027, to be eligible for any payment under this Section. No retirement effective after June 30, 2027, will qualify.

13.6.2 Any contribution made to an employee's 403(b) plan account under the terms of Section 13.6.1 shall be subject to the terms of this Section 13.6.2. Notwithstanding anything to the contrary herein, to the extent any contribution exceeds the applicable contribution limits under Section 403(b) of the Internal Revenue Code (including but not limited to the regulations thereunder and the corresponding section of any future federal tax laws) for any tax year, the amount in excess of the contribution limit shall be contributed in each subsequent tax year until the entire contribution amount has been contributed. No contributions shall be made by the Board later than the end of the fifth year following the year in which the employee retired, and any amounts that have not been contributed by the end of the fifth year following the year in which the employee retired due to the applicable contribution limits under Section 403(b) of the Internal Revenue Code shall be forfeited at that time. No employee shall have the right to receive a cash benefit in lieu of a 403(b) contribution.

13.7 All insurance coverage shall terminate on the last day of the calendar month following termination of employment for any reason.

**Article 14**

**Agreement**

14.1 Terms of Agreement. 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 or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

14.2 Validity. If any section, paragraph, sentence, or clause of this Agreement is held invalid or unconstitutional, such decision shall not affect the remaining portion of this Agreement or any section or part thereof.

14.3 Duration. This Agreement shall be effective as of the first day of the 2022-2027 school term and shall remain in full force and effect until June 30, 2027.

In Witness Whereof, the parties hereto have executed this Agreement on October 11, 2022.

BOARD OF EDUCATION,  
ORLAND SCHOOL DISTRICT 135

By:   
\_\_\_\_\_  
President

ORLAND PARK SUPPORT STAFF,  
Local 943 AFT

By:   
\_\_\_\_\_  
President

## **Letters of Agreement**

### **SUBSTITUTION FOR NURSE**

The Administration will attempt to provide a substitute when a nurse is out due to illness, personal leave, or vision and hearing screening.

## LONGEVITY

In addition to the salaries set forth above, each eligible employee who has been in full-time employment by the District shall receive an additional sum as indicated below.

	2022-2027
Payment on first payday after 10 years of employment	\$1,277
Payment on first payday after 20 years of employment	\$2,549
Payment on first payday after 25 years of employment	\$3,188

Employees who were being paid on the 15-year longevity step as of the date of approval of this Agreement by the Board shall continue to be entitled to the longevity amount of \$1,912 per year for as long as they remain entitled to longevity and until they reach the 20-year longevity step.

## APPENDIX A

Paraprofessionals are considered an integral part of our Student Services Program in District 135. Paraprofessionals are hired to serve the children of District 135 and may be moved to different buildings to meet the needs of the students of this district.

Building administrators together with district office determine staffing needs for a building. Once the number of paraprofessionals is determined changes are made to increase or decrease staff within that building as necessary. Paraprofessionals are transferred based on seniority determined by their hire date. When it is necessary for a paraprofessional to be transferred, that person is contacted by a Student Services administrator and notified of the transfer. A discussion on openings in the district is shared and the paraprofessional can request where he/she would prefer to be transferred. Requests are honored whenever possible. A letter is sent to confirm the staffing change.

The District will make reasonable efforts to notify Paraprofessionals of starting assignments 30 days prior to the first day of instruction. These assignments are subject to change based on student and staffing needs.

Occasionally during the school year, it is necessary to transfer a paraprofessional to a different building. This occurs if a student moves or is transferred and there does not continue to be a need in that building. Whenever there is a need to transfer a paraprofessional mid-year the student's needs come first. In the case of a student transferring buildings the paraprofessional working with that child will usually be transferred with the child. Decisions are made on what is the best practice in regards to the student's program. The paraprofessional receiving the transfer will have an opportunity to return to the building when a vacancy becomes available.

Paraprofessionals may request change of placement for the upcoming school year by following the transfer request process. All transfer requests will be shared with the president of the Orland Council of Educators. Current paraprofessionals who have requested a change of placement in writing shall be considered for open/new positions for the following school year and shall receive a written response to the request.