

ARTICLE 1
RECOGNITION AND DEFINITIONS

1.1 RECOGNITION

The Board of Education of Ridgewood Community High School District 234, Cook County, Illinois (hereinafter referred to as the "Employer" or the "Board") recognizes the Ridgewood Teachers Union Local 1274, IFT/AFT, (hereinafter referred to as the "Union") as the sole and exclusive bargaining representative for all regular part-time and full-time certified and non-certified personnel employed by the District, excluding the Superintendent, , Assistant Principal, Assistant Superintendent of Finance (CSBO), Principal, Assistant Principal, Assistant Principal of Student Affairs, Building and Grounds Supervisor, Night Foreman, Board Recording Secretary, Community Relations Director, Superintendent's Administrative Assistant, Payroll Manager, Network Administrator, Principal's Administrative Assistant, Bookkeeper, Data Systems Specialist, Athletic Director/Dean, Dean of Students and any other supervisory, managerial, confidential or short-term employees excluded under Section 2 of the IELRA.

The terms of this collective bargaining agreement shall apply solely to the members of the educational support section of Ridgewood Teachers' Union Local 1274, IFT/AFT.

1.2 DEFINITIONS

A. EMPLOYEE

For the purposes of this Agreement, bargaining unit Employees shall be defined as follows:

1. **12-Month Employees**
12-month employees shall be assigned to work 52 weeks per year, less earned vacation time and legal school holidays.
2. **10-Month Employees**
10-month employees are scheduled to work a minimum of 17-1/2 hours per week during the school year.
3. **Full-Time Employees**
An employee who works 30 hours or more per week.
4. **Part-Time Employees**
An employee who works less than 30 hours per week, but a minimum of 17 1/2 hours per week.
5. **Time Sheet Employees**
An employee who is paid on an hourly basis and generally works less than 17 1/2 hours per week.
6. **Exempt Employees**

A 12-month, full-time employee who is not subject to the overtime provisions of the Fair Labor Standards Act of 1939, as amended.

B. SUPERINTENDENT

The title "Superintendent" shall indicate the Superintendent of Schools or his/her designee.

C. EMPLOYER

The term "Employer," "Board," or "Board of Education" shall indicate the Board of Education or its administrative designee.

D. UNION

The term Union shall indicate the sole and exclusive bargaining representative.

1.3 RESERVATION OF RIGHTS

The Union recognizes that the Board of Education retains and reserves unto itself all powers, rights, functions, authority, duties, and responsibilities conferred upon and vested in it by the State of Illinois which are not specifically limited by the express language of this Agreement, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE 2
FRAMEWORK FOR COLLECTIVE BARGAINING

2.1 NEGOTIATIONS PROCEDURES

- A. When the Union and Board reach a tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Union for ratification and then to the Board for official approval.
- B. The parties shall commence bargaining for a successor agreement in accordance with the Illinois Educational Labor Relations Act and its Rules and Regulations. Negotiations shall begin no later than February 16 on those items identified in writing by either party on or before February 1st of the last year of this contract.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right to make proposals on any subject not removed by law or agreement of the parties. At the first negotiations meeting, each party shall review its list of items to be negotiated. After this

meeting, no additional items may be brought up for discussion without written approval of both parties with the exception of normal counterproposals related thereto.

- D. The parties acknowledge the ongoing uncertainty with respect to the State of Illinois and school funding. Possible legislative changes that may impact the parties include revisions to the Evidence Based Funding Formula, property tax freeze, and a cost shift from the State to local school districts of the normal cost of IMRF pension contributions. The parties further acknowledge that any of the aforementioned legislative changes could negatively affect the financial condition of the District. In the event of a legislative or regulatory change that negatively affects the District's financial condition, including revisions to the Evidence Based Funding Formula, a property tax freeze, or a cost shift from State to local funding of IMRF pension contributions, the Board shall be entitled to reopen the economic terms of the Agreement, including Article 14 and Article 16, for the remaining term of the Agreement.

After notice has been given for reopening the Agreement, the Board and Union will convene a negotiating committee to make recommendations with respect to any or all economic items. This negotiating committee's recommendation(s) will be made to the entire Board and Union no later than 90 days following the first meeting of the negotiating committee.

If the parties are unable to reach an agreement, the Board and the Union each reserve their procedural and substantive rights under the Illinois Educational Labor Relations Act.

ARTICLE 3 **GRIEVANCE PROCEDURE**

3.1 GRIEVANCE

A grievance shall be any claim by the Union, an Employee, or group of Employees that there is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

Grievances not appealed within the designated time limit shall preclude further appeal, provided there is no mutual agreement of extension.

3.2 Step A

A complaint is valid only if it is lodged in writing to the Union Executive Board within fifteen (15) calendar days following the act or condition which is the basis of the grievance or when the grievant should have reasonably become aware of such act or condition.

3.3 Step B

Within twenty-five (25) calendar days from the occurrence of the alleged act or condition giving rise to the grievance, or within twenty-five (25) calendar days of when the grievant should have reasonably become aware of such event, the complaint shall be discussed with the administrator/supervisor involved in the grievance with the object of resolving the matter informally:

1. by the employee in person on his own behalf;
2. by the employee accompanied by a Union representative;
3. by a Union representative in the name of the Union in a "class action" matter which generally affects more than one of the persons included in this Agreement.

3.4 Procedure for Adjustment of Grievance - Formal Methods -Level 1

Step 1 - Appeal to Assistant Superintendent for Finance and Operations (CSBO)

If the matter is not resolved informally during the discussion with the administrator/supervisor involved and the employee desires to appeal, the appeal shall be submitted within twenty-five (25) calendar days of the informal conference (Step B above) to the Assistant Superintendent for Finance and Operations (CSBO). The appeal shall be in writing and shall set forth specifically the clause or clauses of the contract allegedly violated, the facts, conditions and grounds giving rise to the grievance and the remedy requested.

A grievance may be discussed with the Assistant Superintendent for Finance and Operations (CSBO): (The District reserves the right to have legal counsel present.)

1. by the employee in person on his own behalf;
2. by the employee accompanied by a Union representative; or
3. by a Union representative in the name of the Union in a "class action" matter, which generally affects more than one of the persons included in this Agreement.

Within fifteen (15) calendar days after receiving the grievance, the Assistant Superintendent for Finance and Operations (CSBO) shall submit his decision, in writing, together with the supporting reasons to the employee and the Union President.

Step 2 - Superintendent Level

If the grievant is dissatisfied with the decision of the Assistant Superintendent for Finance and Operations (CSBO), the employee may, within fifteen (15) calendar days after receiving the decision of the Assistant Superintendent for Finance and Operations (CSBO), appeal to the Superintendent. The appeal shall be in writing and shall set forth specifically the grounds for the appeal and shall be accompanied by a copy of the original grievance filing and the Step 1 decision.

Within fifteen (15) calendar days of receipt of the appeal, the Superintendent shall meet and confer with the employee, those individuals who participated in Step 1 (if desired by the grievant), and a Union representative, (if desired by the grievant), even though such a representative was not used in Step 1. Within fifteen (15) calendar days after the meeting, the Superintendent shall submit his decision, in writing, together with supporting reasons to the aggrieved employee and the Union President.

Step 3 - Board Level

If the grievant is dissatisfied with the decision of the Superintendent, the employee may, within fifteen (15) calendar days after receiving the decision of the Superintendent, appeal to the Board of Education. The appeal shall be in writing and shall set forth specifically the grounds for the appeal and shall be accompanied by a copy of the original grievance, the Step 1 decision, Step 2 appeal and the Step 2 decision. The Board shall hold a meeting within forty-five (45) calendar days from the date the appeal was submitted to the Board Secretary. Each party may present such witnesses and counselors as it deems necessary. Upon conclusion of the hearing, the Board shall render its decision, in writing, within fifteen (15) calendar days to the aggrieved employee and the Union President.

Step 4 - Arbitration Level

If the Union is dissatisfied with the decision by the Board of Education, the Union may, within fifteen (15) calendar days after receipt of the decision, request binding arbitration by submitting a notice in writing to the Board Secretary.

The American Arbitration Association shall act as the administrator of the proceedings and shall be directed to furnish as potential arbitrators only those who have been admitted to the National Academy of Arbitrators. The selection of the arbitrator shall follow the standard operating procedures set forth by the American Arbitration Association.

The arbitrator, in his official opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him by the Board and the Union, and his decision must be based solely upon his interpretation of the meaning or application of the relevant language of this Agreement.

The arbitrator is empowered to include in his award only such remedies as shall be within his lawful authority.

These rules shall become effective upon agreement of the arbitrators included herein to serve on such panel. Until such agreement is reached, the American Arbitration Association rules shall be used.

3.5 Exclusion of Winter & Spring Vacation

For the purpose of this Agreement, winter and spring vacation dates shall be excluded from any count of "calendar days" in the grievance procedure.

3.6 Cost

If either party requests a transcript of the proceedings, that party shall bear the full cost for the transcript. If both parties order a transcript, or the arbitrator requests a transcript, the cost thereof shall be divided equally between the parties.

Expenses for the arbitrator's services shall be borne by the unsuccessful party including costs of hearing attendance and arbitration awards. Each party shall be responsible for compensating its own witnesses and representatives.

3.7 Settlement

A grievance may be resolved or settled on any basis by mutual agreement of the parties at any step of the grievance procedure.

ARTICLE 4 **UNION RIGHTS**

4.1 PAYROLL DEDUCTIONS

A. PROCEDURES FOR MEMBERSHIP AUTHORIZATION

Authorization for membership payroll deductions shall be the signature of the Employee on an authorization form submitted to the Superintendent or designee. Such authorization shall remain effective from year to year unless the Employee cancels such authorization by notice in writing to the Superintendent and the Union prior to September 1st of any school year, to be effective for such year.

B. UNION DUES DEDUCTION

The Board, upon the receipt of a written authorization from the employee as provided by the Union and in accordance with the Union guidelines and procedures, shall deduct twice each month from October through May the

employee's Union dues from his pay and remit such deduction to the Union no more than ten (10) working days after the payday for which the deduction is made. The Union shall annually certify the amount of dues to the Board before October 1 by providing a list of each employee who has authorized dues deductions and the IFT approved Payroll Deduction Authorization form.

C. HOLD HARMLESS AGREEMENT

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability 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 Section, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions. This shall include reimbursement and payment to the District of any and all attorney fees, costs or damages incurred by or advanced against the School District arising out of such action.

4.2 UNION USE OF BULLETIN BOARDS AND INTERSCHOOL MAIL SYSTEM

The Union may make reasonable use of the interschool mail system and a designated bulletin board.

4.3 CREDIT UNION

The Employer shall provide an optional payroll deduction plan for credit unions as authorized by the Employee in writing. The deduction may be initiated or adjusted by submitting such request to the Business Office by the first of any month to be implemented on the 15th of that month. All monies collected shall be forwarded to the credit union on or before the payroll distribution date.

ARTICLE 5
WORK YEAR, HOLIDAYS AND OVERTIME

5.1 WORK YEAR

For 10-month employees, the work year consists of 176 days.

5.2 WORK DAY/WORK WEEK

The beginning day of the work week for each employee shall commence at 12:01 a.m. each Monday. The starting and quitting time shall be established in

accordance with operational requirements. Workdays are established with the employee's supervisor to meet the needs of the District.

If employees are sent home from work during the day because of an emergency closing, they will be paid for the normal full day.

All overtime must have prior approval of the Assistant Superintendent for Finance and Operations (CSBO) or his designee.

Any additional hours worked must be submitted to the Business Office by the employee at the end of each pay period.

5.3. COMPENSATORY TIME

The beginning day of the work week for each eligible employee shall commence at 12:01 a.m. each Monday. Overtime hours are any hours worked in a given work week in excess of forty (40) hours. Compensatory time will be awarded only for hours assigned by the employee's supervisor.

For each hour of overtime worked by an eligible employee in a given work week, one and one half (1 1/2) hours of compensatory time shall accrue. For each hour of overtime worked on a Sunday or holiday, two (2) hours of compensatory time shall accrue.

Eligible employees may accrue not more than one hundred twenty (120) hours of compensatory time.

An eligible employee who has accrued compensatory time shall be allowed to use said time within a reasonable period following accrual so long as the operations of the school district are not unduly disrupted. Arrangement to use these hours shall be made in advance with the employee's supervisor.

Compensatory time shall not be counted as hours worked in the period in which such hours are used.

Records shall be maintained by the Payroll Office to evidence the overtime hours worked by each employee in a given work week, if any, and the number of hours of compensatory time accrued by each eligible employee, if any.

An eligible employee who is terminated, and who has accrued compensatory time, shall be paid for such accrued compensatory time at a rate not less than the average rate of pay for the preceding three years, or the final regular rate of pay, whichever is higher.

5.4 DUTY-FREE LUNCH

- A. Employees shall have one (1) one-half (1/2) hour unpaid lunch period after not more than five (5) hours of work, which shall not be considered part of the regular work day.

- B. A twenty minute rest break is allowed for those persons working four (4) or more hours, and an additional ten minute rest break is allowed for those persons working seven (7) or more hours. Break periods shall be assigned by the employee's supervisor in accordance with operational requirements.

5.5 HOLIDAYS

A. 12-MONTH EMPLOYEES

After successful completion of probationary employment as cited in Article 10.1 each regular full and part-time employee shall be granted the day off with pay on each of the following days when designated as legal school holidays:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday or President's Day
- Casimir Pulaski's Birthday
- Spring Holiday
- Memorial Day
- Juneteenth National Freedom Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day or a substitute holiday on a day scheduled by the District
- Thanksgiving Day
- Friday after Thanksgiving Day
- December 24th
- Christmas Day
- December 31

If any of the above-listed holidays fall on a Saturday or Sunday, employees will receive a substitute holiday on a day scheduled by the administration.

Employees must work the last day before and the first day after a holiday in order to qualify for the paid holiday, unless excused for sick leave, Board leave, or vacation.

B. 10-MONTH EMPLOYEES

After successful completion of probationary employment as cited in Article 10.1 each regular full and part-time employee shall be granted the day off with pay on each of the following days when designated as legal school holidays:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday or President's Day
Casimir Pulaski's Birthday
Memorial Day
Labor Day
Columbus Day
Veterans' Day or a substitute holiday on a day scheduled by the District
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day
Employees shall not receive a substitute holiday if any of the above days fall on Saturday or Sunday.

Employees must work the last scheduled work day before and on the first scheduled work day after the holiday in order to qualify for paid holiday, unless excused for sick leave, Board leave, or vacation.

C. TUESDAY THROUGH SATURDAY SHIFT

Full-time Custodial and Maintenance employees who regularly work the Tuesday through Saturday shift, will be given the following Tuesday as a replacement holiday for the holiday that falls on a Monday. Tuesday through Saturday shift will not receive a holiday or replacement holiday on a Saturday unless it is December 24th or Christmas Day, New Year's Day, or July 4th.

ARTICLE 6
LEAVES

6.1 SICK LEAVE

A. CREDITED DAYS

At the beginning of each school year, each 10-month full and part-time employee shall be credited with ten (10) days paid sick leave per year, and 12-month full and part-time employees shall be entitled to fifteen (15) days paid sick leave per year. Unused sick leave shall be accumulative to two hundred fifty (250) days. Sick leave shall be usable in the same units as earned, i.e., persons working six (6) hour days shall earn six (6) hour sick leave days, etc.

B. DEFINITION

Sick leave shall be defined as personal illness, quarantine at home, or serious illness or death in the immediate family or household. For

purpose of this paragraph, "immediate family" shall include parents, spouse, civil union partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, children-in-law, and legal guardians.

C. MEDICAL DOCUMENTATION

The Superintendent may require a statement from the physician or religious practitioner who is treating the illness, or by a physician of his choice, as he may deem necessary. Salary for days or portions of days of unauthorized absence (for reasons not in compliance with sections in this article) shall be deducted on a pro rata basis from the salary of the individual, with the salary deduction being proportionate to time of unauthorized absence.

D. REIMBURSEMENT FOR UNUSED DAYS

A full or part-time employee who has completed five (5) or more years of service in District 234 shall be compensated at the rate of \$50 per day for each day of unused sick leave, or proportionally less than \$50 per day on a prorated basis for less than an 8-hour work day, when his employment with the District is terminated through resignation or honorable dismissal. In lieu of compensation paid for unused sick leave, as described above, an employee who is eligible for retirement under IMRF may, at his option, apply earned unreimbursed sick leave days toward obtaining additional credit under IMRF if he is eligible for such credit.

E. BEREAVEMENT LEAVE

Full or part-time employees may use up to three (3) days per incident from the sick leave allotment provided in Section 6.1 A to attend funerals of members of the immediate family as defined in Section 6.1 B above.

F. Leaves will also be granted under the *FAMILY MEDICAL LEAVE ACT*.

6.2 PERSONAL LEAVE

12-MONTH EMPLOYEES
10-MONTH EMPLOYEES

If an employee of the district must be absent from his/her duties for reasons not specifically described in other sections of this contract to perform emergency duties (resolving situations over which he/she has no control and which must be performed during the employee's normal duty hours) or religious obligations, he/she may:

A. FOR EMERGENCY DUTIES:

Apply to the Assistant Superintendent for Finance and Operations (CSBO) or his designee for permission to be absent without loss of pay. Employees shall not be required to disclose the reason for such leave when to do so would violate their privacy or cause embarrassment; however the day before or after a vacation or holiday period, the individual must state the reason in writing. Personal leave shall not be available for purposes of recreation, job interviews unless rified, secondary employment, personal illness, vacations or shopping.

B. FOR RELIGIOUS OBLIGATIONS:

Inform the Assistant Superintendent for Finance and Operations (CSBO) or his designee of his absence a minimum of one week before the event. The extent of Personal Leave shall be not more than two (2) days per school year, unless a person uses two (2) days of absence for religious obligations. In this case, he/she may obtain one (1) additional day of absence without loss of pay for a total of three (3) days of absence during a given school year.

In addition to the two days to which the employee is entitled under this policy, one day may be accumulated from the previous year. To use this accumulated day, the employee must petition in writing to the Assistant Superintendent for Finance and Operations (CSBO) identifying the reason for which the employee believes he/she is entitled to Personal Leave. Otherwise, unused days are not cumulative from year-to-year.

Religious obligations will be considered aministrative leave rather than sick or personal leave.

If an employee uses less than the full annual allotment of Personal leave in a given year, any unused Personal leave days shall accumulate as sick leave days. If an employee uses the one unused Personal leave day from the preceding year that day shall be deducted from accumulated sick leave.

6.3 JURY DUTY

Any full or part-time employee summoned for jury duty or subpoenaed to testify in court shall continue to receive full compensation without loss of benefits, provided the Employee reimburses the District for any compensation received for performing such service, except for any mileage or other reimbursements.

6.4 SICK LEAVE BANK

The intent of the Sick Leave Bank is to provide extended sick leave to eligible staff members who incur a catastrophic illness or injury.

A sick leave bank shall be established as follows:

1. Any regularly employed full-time employee desiring to participate in the sick leave bank shall donate at least two (2) accumulated sick leave days on or before September 30 of a given school year; no additional donation shall be required in any subsequent year, unless the sick leave bank falls below sixty (60) days. In this case, participants shall donate one (1) additional day to remain in the bank.
2. To be eligible to participate in the sick leave bank, an employee must have completed at least one full year of service in the District.
3. In order to draw upon the sick leave bank, an employee:
 - a. Must have already made his or her initial contribution to establish eligibility;
 - b. Must have exhausted all accumulated sick leave;
 - c. Shall demonstrate a need for days from the sick leave bank due to a serious illness or injury to either themselves or to their immediate family.
4. The maximum number of days per school year that any employee may use is thirty (30) sick leave bank days.
5. Once days are donated to the sick leave bank, such donation shall be irrevocable.
6. In order to draw from the sick leave bank, the eligible employee shall make application to the Union President or designee. A written statement from a licensed medical doctor confirming the seriousness of the illness/injury shall be required.
7. The Union shall be solely responsible for administering the day-to-day business of the sick leave bank, and the terms and conditions for withdrawals. The Union will agree to defend, indemnify and hold harmless against any party for causes of action arising for the administration of the sick leave bank.
8. Sick leave bank days may not be used to enhance retirement benefits.
9. The Union shall notify the Superintendent's Office by October 15 of a given year the employees who have elected to participate in the sick leave bank.

10. As soon as an application for benefits from the sick leave bank has been reviewed and the applicant granted, the Union shall notify the Superintendent of the decision in writing. A copy of the member's written request and physician's verification shall be included.
11. By June 1 of each year, the Union shall submit a written report to the Superintendent including the following items:
 - a. Names and number of days contributed by each employee
 - b. Applications submitted
 - c. Number of days granted
 - d. Number of days utilized

ARTICLE 7 **VACATIONS**

7.1 USE OF VACATION DAYS

A. 12-MONTH EMPLOYEES

<u>No. of 12 month years completed at Ridgewood*</u>	<u>No. of Paid Vacation Days Allowed</u>
1 - 4 years	10 days (2 weeks)
5 years	11 days
6 years	12 days
7 years	13 days
8 years	14 days
9 years	15 days (3 weeks)
10 years	16 days
11 years	17 days
12 years	18 days
13 years	19 days
14 years	20 days (4 weeks)

If an employee works less than a full year, vacation days will be prorated according to the days worked. Vacation schedules are to be arranged in advance with the supervisor and approved by the Assistant Superintendent for Finance and Operations (CSBO). An employee may carry over up to five vacation days from one year to the next with the prior approval of the Assistant Superintendent for Finance and Operations (CSBO). No payments will be made in lieu of taking vacation time. Employees with more than two weeks' vacation may be required to split their vacation schedule. Vacation days shall be usable in the same units as earned, i.e. persons working six (6) hour days shall earn six (6) hour vacation days, etc.

***Earned Vacation - 12-Month Formerly 10-month Personnel**

Employees who were formerly employed as 10-month employees will be authorized credit for the number of years worked at Ridgewood on a 10-month basis. Years of employment will be prorated at a 2/3 to 1 ratio for present 12-month year-round personnel for the purpose of paid vacation days allowed.

B. 10-MONTH EMPLOYEES

10-month employees will receive vacation time based on the table below. A day is equal to the number of hours he/she is regularly scheduled to work. If an employee works less than a full year, vacation days will be prorated according to the days worked. Time of vacation must be approved in advance by the Assistant Superintendent for Finance and Operations (CSBO) and the person's immediate supervisor. Employees will be paid at their regular rate for any unused vacation days on the last June payroll. Vacation days shall be usable in the same units as earned, i.e. persons working six (6) hour days shall earn six (6) hour vacation days, etc.

**No. of 10 month years
completed at Ridgewood***

No. of Paid Vacation Days Allowed

0 -5 years	5 days (1 week)
6 - 10 years	6 days
11 - 15 years	7 days
16 + years	8 days

ARTICLE 8
EMPLOYEE EVALUATION

- 8.0** The Superintendent or designee and a representative appointed by the Union shall be responsible to review each year by the second Monday in March the 10-month and 12-month employee evaluation instruments. The committee shall make recommendations for changes within the evaluation instrument to the Board of Education for implementation the next school year.

8.1 PURPOSE OF EVALUATIONS

The primary purpose of Employee evaluation shall be the improvement of the Employee's job performance. In order to gain a better understanding of jobs and performance expectations, appropriate and effective evaluation must take place. Opportunities for encouragement and direction by supervisors arise on a daily basis. However, it is important to set aside time in order to formally review each employee's performance.

8.2 NOTIFICATION OF EVALUATION PROCESS

Initially at the time of employment and at least ninety (90) days prior to conducting an evaluation, the supervisor shall inform each Employee under his/her supervision of the evaluation procedures, standards, copies of job descriptions and instruments.

8.3 EVALUATION PROCESS

The immediate supervisor shall formally evaluate each employee under his/her supervision, in writing, once within the first ninety (90) calendar days after initial employment, and at least once every year thereafter.

8.4 POST-EVALUATION PROCEDURE

- A. A copy of any performance evaluation shall be placed in the Employee's personnel file. The Employee shall sign and be given a copy of the evaluation. The Employee's signature shall not be construed to mean that he/she necessarily agrees with the contents of the evaluation but shall only indicate that the evaluation has been discussed and the Employee has received a copy.
- B. An Employee may submit a written response within ten (10) days of receipt of evaluation, a copy of which shall be attached to the evaluation and placed in the employee's personnel file. The evaluator shall initial and date the response to indicate receipt.

ARTICLE 9 **PERSONNEL FILE**

9.1 INSPECTION OF FILE

Each individual shall have the right, upon request, to review the contents of his personnel file in the central office. He may be accompanied by individuals of his choice when he reviews his file, in the administrative office.

Personnel files shall be kept in the central office.

All materials related to individual performance or disciplinary action taken against an individual or materials relating to employment shall be placed in one's personnel file with a duplicate copy sent to the individual. Each individual shall have the opportunity to respond in writing to such material, which can, at his request, be placed in his file as an addendum.

ARTICLE 10
DISCIPLINE OR DISMISSAL

10.1 PROBATIONARY STATUS PERIOD

Bargaining unit Employees shall be employed on a probationary basis until successful completion of a ninety (90) day period of continuous full-time employment. This probationary period may be extended for an additional ninety (90) day period at the discretion of the Employee's immediate supervisor. Probationary Employees are at-will Employees subject to immediate termination for any reason and are not eligible for access to the contractual grievance procedure for any dispute concerning termination.

Upon successful completion of the probationary period, the Employee shall be entitled to seniority retroactive to the date the Employee commenced the successfully completed probationary period.

10.2 EMPLOYEE OFFENSES

The following is a representative list of Employee actions and incidents of unsatisfactory performance which warrant consideration for discipline for just cause, including dismissal, suspension, or demotion of Employees. The list shall include, but not be limited to, the following:

- A. Unauthorized absence;
- B. Conviction of theft or any criminal act;
- C. Disorderly conduct;
- D. Incompetence;
- E. Insubordination;
- F. Possession, use or under the influence of alcoholic beverages while on duty;
- G. Possession, use or under the influence of illegal drugs while on duty;
- H. Neglect of duty;
- I. Negligence or willful damage to public property;
- J. Assault upon supervisors, other employees or students.

If the behavior of an employee involves an alleged illegal act or action which may place the health or safety of the employee or others in jeopardy, a hearing shall be held by the Superintendent or his designees as soon as feasible, at which time the employee may be suspended with pay pending a hearing by the Board of Education. The hearing with the Superintendent and with the Board shall involve:

- 1. The Superintendent or his designee
- 2. The employee's supervisor
- 3. The employee
- 4. A Union representative if desired by the employee

5. The employee's legal counsel, if he desires
6. The Board of Education's legal counsel, if they desire

ARTICLE 11

SENIORITY

11.1 DEFINITION OF SENIORITY

Seniority shall be defined as follows:

- A. Length of continuing service in the School District. For the purposes of this Article, employees scheduled to work 30 or more hours per week, six or more months per year, will be granted a year's credit toward seniority.
- B. If the years of total continuous service in the School District are equal between two or more employees, then seniority shall be determined by total service in the School District, whether or not continuous.
- C. If the years of total service in the School District are equal between two or more employees, then seniority shall be determined by date of employment, then date of employment application.
- D. If two or more employees remain equal after application of the factors set forth in (3) above, the employee having greater seniority shall be determined by lot.

11.2 CLASSIFICATIONS WITHIN BARGAINING UNIT

For the purposes of this Agreement and implementation of any reduction-in-force ("RIF") under Article 12 of this Agreement, Employees shall be placed in the following classifications for seniority and salary schedule purposes:

Classification #6	Nurse*
Classification #5	Network Administrator
Classification #4	Administrative Assistant
	Systems Administrator
Classification #3	Security Monitor
	Paraprofessional
	Library Aide
Classification #2	Attendance Clerk
	Network Technologist

Classification #1

Clerk
Monitor of Students

*If a nurse has a Bachelor's Degree/Educators License/Endorsement for School Nurses or higher in the nursing field, they will follow the salary scale identified in the certified staff contract.

Maintenance

Maintenance/Custodial

Custodial 12-Month

Custodial 10-Month

The Superintendent or designee and a representative appointed by the Union shall be responsible to review each year by the second Monday in March the 10-month and 12-month support staff classifications. The committee shall make recommendations for changes to the Board of Education for implementation the next fiscal year.

RECLASSIFICATION

Background

Reclassification is the assignment of a position to another classification based on changes that have occurred to the job, *resulting in a job that is more similar to jobs in the proposed classification.*

Agreements of Terms:

The changes may occur both gradually (without direct District input) and/or purposefully (with direct District input). Only a position (not a person) can be reclassified. The changed duties and/or responsibilities must be permanently assigned to the position and must have been a part of the positions' assignments for longer than six (6) months.

Gradual change: Gradual change reflects changes occurring over an extended period of time that are not immediately obvious and may not be intentionally directed by the District --- over a period of time the position takes on a new direction. (The period between position descriptions could be from 6 months to several years.)

Purposeful Change: Any change which has occurred because the District has directed the employee to take on new responsibilities that are not part of the original job description.

Change: Any change in job duties that results in increasing or changing one's duties by ***twenty-five percent (25%)*** or more over the lifetime of the position.

Initiating a Reclassification

The reclassification request can be initiated by the employee, the supervisor or the District.

The Review Process

1. The employee, Supervisor, or the District submits a ***Reclassification Request no sooner than March 1 and no later than April 1 of each contract year.***
2. An ad hoc Reclassification Committee will be appointed. Two members shall be appointed by the Union, and two members shall be appointed by the Superintendent. Neither the employee whose Position Description is being reviewed nor that employee's supervisor shall be members of the Committee.
3. The new Position Description is compared with the old position description(s);
4. The new Position Description, when possible, is compared with Position Descriptions of other employees holding the same or similar classification titles within the District.
5. An on-site audit may be conducted to obtain any additional information which may be needed for the purpose of comparisons.
6. Position descriptions from other schools may be analyzed.
7. The U.S. Department of Labor's Dictionary of Occupational Titles may be consulted.
8. Interviews or other research may be conducted.
9. Once the audit is completed the results of the audit will be compared with the old Position Description and a determination will be made if the positions have changed by twenty five percent or more and if reclassification appropriate.

The On-Site Audit

An on-site audit can take the form of a visit to your work site by a District representative or a time-log of daily activity over a period of 1-month. These visits or time-logs allow the District to receive and/or clarify information vital to the classification determination which may not be available from the source documents.

Reclassification

If the review process determines that the request for reclassification is valid, a written justification for the action is prepared and submitted to the Superintendent with recommendation for action. Determination will be made no later than May 1 of that contract year.

Reclassification Denial

If the reclassification is denied, the Committee will prepare a letter explaining in detail why the reclassification is inappropriate and will not be submitted to the Board for action. Determination will be made no later than May 1 of that contract year.

Grievances

Only the reclassification process is subject to grievances in terms of procedures. The decisions are not subject to the grievance/arbitration process.

11.3 SENIORITY LIST PROCEDURES

The Board shall prepare, maintain and post the seniority list of full-time bargaining employees. Prior to January 15th of each school year, the Superintendent shall post a tentative listing by classification as set forth in this Agreement. The listing shall provide the following information of each full-time employee:

- A. Name;
- B. Current position(s); and
- C. Years of continuous service in the School District.

Each Employee shall have ten (10) days from the date of posting to file specific written objections with the Superintendent to the information contained in the list. Failure of the Employee to make a timely objection shall be deemed to be an acceptance of his placement on the seniority list and shall waive any rights until the posting of a new seniority list.

11.4 LOSS OF SENIORITY

An employee's seniority rights will terminate effective upon any of the following events:

- A. Resignation;
- B. Dismissal for cause;
- C. Retirement; or
- D. Expiration of the recall period

ARTICLE 12

REDUCTION IN PERSONNEL, LAYOFF, RECALL AND SITE REASSIGNMENT

12.1 RECALL PROCEDURES

If a vacancy occurs for the following school term or within one calendar year from the beginning of the school term following the reduction-in-force, the Board shall offer the vacant position to the Employee with the most seniority on the recall list who was dismissed from the same classification and is qualified to hold the position. To be "qualified" for a position, an Employee must meet the job description requirements for the position. An Employee's failure to maintain the necessary statutory or licensing qualifications for a particular classification will result in a waiver of recall rights to any vacancy arising in such classification

during the recall period. Any recalled Employee shall retain his previously accumulated seniority and other benefits but shall not accrue additional seniority for the period after the honorable dismissal and prior to reemployment.

To be eligible for recall, an honorably dismissed Employee must provide to the Board, in writing, the address where the Employee may be reached. The Employee must also notify the Board, in writing, within ten (10) calendar days of the Employee's receipt of the notice, of the acceptance of any vacant position offered to the Employee during the recall period. The Employee's failure to notify the Board of acceptance of any vacancy shall constitute rejection of the offer of employment. Any Employee who rejects an offer of an available position in any classification in which he is qualified shall be deemed to have waived his recall rights under Section 10-23.5 of *The School Code* and will no longer be eligible for any other positions that become available during the recall period.

12.2 SITE REASSIGNMENTS

When circumstances necessitate a site reassignment, the effected employee shall receive written notice of the intended reassignment at least ten (10) working days in advance of the effective date of reassignment. Such notice shall contain the specific reasons for the transfer, and the employee shall be granted a conference with his/her supervisor to discuss the reassignment, provided that the conference is requested in writing within five (5) working days of the notification date.

In cases of involuntary reassignment, the affected employee shall have the right to request and receive a return to his/her original position after one (1) year in an opening for that site in the employee's job classification for which he/she is qualified.

ARTICLE 13 **VACANCIES**

13.1 DEFINITION OF VACANCIES

A vacancy is defined as any opening in a regular full-time or part-time position which is not filled by reassignment of current personnel.

13.2 POSTING OF VACANCIES

If a vacancy occurs in a position covered by this Agreement as a result of resignation, termination, promotion or new position, such vacancy shall be posted for at least five (5) working days. Notices of vacancies which occur during the summer shall be sent to Employees who are not employed during the summer and who request such information in writing to the Employee's last known address. Such posting shall contain the following information:

- A. Type of work;
- B. Location of work;
- C. Classification;
- D. Supervisor to whom the application is to be sent;
- E. Application deadline; and
- F. Anticipated start date.

13.3 APPLICATION PROCESS

Employees may apply for a vacancy by submitting a written application to the designated supervisor in accordance with the timeline established in the posted notice.

ARTICLE 14

COMPENSATION AND RELATED PROVISIONS

14.1 LIFE INSURANCE

The Board shall provide and pay the premium for a policy which offers each full-time 12-month Employee an amount equal to the nearest \$1,000 of base salary.

14.2 MEDICAL/DENTAL INSURANCE

The Board shall select and provide a group health insurance plan which includes both HMO and PPO plan options for regular full-time and part-time non-certified employees.

The Board will contribute the following dollar amounts in the first year of the contract toward the premium cost for each full-time non-certified employee's single or family coverage under the applicable HMO or PPO plan selected by the employee. The employee shall not be entitled to receive payment for premiums that are below the listed dollar amounts.

<u>HMO</u>		<u>PPO</u>	
Single	9500	Single	9500
Family	21900	Family	21900

The Board will increase the Board dollar contribution amounts by CPI for years two, three, and four of the contract, rounding to the nearest \$100.

Part-time employee medical benefits will be prorated based upon the applicable percentage of the regular workday or workweek worked by the part-time employee. Ten month non-certified employees who work 7 or more hours per

day will receive full Board contribution to their medical/dental insurance, as listed above.

An employee will be insured the first day of the month after their first work day. Coverage will end the last day of the month which employment ceases or August 31st if the non-certified employee completes the school year. In the event a full-time support staff elects not to participate in the District's health insurance plan, the Board of Education shall contribute four thousand five hundred dollars (\$4,500) into the employee's 403(b) plan with a district approved vendor. Furthermore, full-time employees who only elect dental coverage and do not elect HMO or PPO coverage shall be eligible for the same four thousand five hundred dollar (\$4500) contribution, minus the cost of the annual dental premium. The Board of Education will provide the payments described in the District's health insurance plan, and the District will make these payments in installments payable on the District's regular payroll schedule. An employee must be employed by the district at the time of the particular installment payment in order to receive it, and the District will provide a pro-rated payment amount based on the number of days worked to employees that begin or separate their employment between payroll dates. The District will provide the Union with a list of approved vendors.

The Union and Board shall appoint two (2) representatives each to a joint insurance committee. The joint insurance committee shall review and evaluate the District's group health insurance plan and assess alternative insurance coverage and benefits options. Any committee recommendations for changes to the District's insurance providers or insurance plan coverage or benefits shall be submitted to the Union's Executive Committee and the Board for review and approval.

14.3 PAY DAYS

Employees shall be paid twice a month, on the 15th and the last day of each month they work. If a payday falls on a holiday or weekend, then said payday will be the last business day preceding such holiday or weekend.

For 10-month employees, regular school year pay dates begin August 31 and end June 15. A 10-month employees may elect to receive his contractual salary in 24 equal installments. To be eligible, he must request this option in writing no later than June 15 of the year prior to the August in which the first payment shall be made. Persons who elect to receive 24 payments shall have the same pay dates as other employees. These persons will receive their remaining checks on the last pay date of the school year in June.

Part-time and timesheet employees shall be paid according to hours worked. Timesheets must be submitted at least 12 days prior to pay date.

14.4 SALARY SCHEDULES

Employees in various Employee classifications shall be compensated in accordance with the salary schedules attached hereto. If an Employee's performance is unsatisfactory for a particular work year as evidenced by the Employee's annual evaluation the Employee shall be retained at the same step of the salary schedule for the next school year.

Salary Schedule - Educational Support Personnel

FY27	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6
Step 1	24.13	25.05	28.04	29.09	30.11	32.39
Step 2	24.74	25.67	28.66	29.71	30.74	33.02
Step 3	25.37	26.30	29.27	30.32	31.38	33.64
Step 4	25.99	26.90	29.90	30.94	32.02	34.26
Step 5	26.60	27.53	30.51	31.55	32.66	34.88
Step 6	27.22	28.14	31.14	32.18	33.31	35.48
Step 7	27.83	28.77	31.75	32.81	33.95	36.11
Step 8	28.46	29.39	32.37	33.41	34.59	36.74
Step 9	29.09	30.00	32.99	34.04	35.22	37.35
Step 10	29.69	30.84	34.51	35.89	37.13	40.05

FY28	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6
Step 1	24.85	25.80	28.88	29.96	31.01	33.36
Step 2	25.48	26.44	29.52	30.60	31.66	34.01
Step 3	26.13	27.09	30.15	31.23	32.32	34.65
Step 4	26.77	27.71	30.80	31.87	32.98	35.29
Step 5	27.40	28.36	31.43	32.50	33.64	35.93
Step 6	28.04	28.98	32.07	33.15	34.31	36.54
Step 7	28.66	29.63	32.70	33.79	34.97	37.19
Step 8	29.31	30.27	33.34	34.41	35.63	37.84
Step 9	29.96	30.90	33.98	35.06	36.28	38.47
Step 10	30.58	31.77	35.55	36.97	38.24	41.25

FY29	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6
Step 1	26.09	27.09	30.32	31.46	32.56	35.03
Step 2	26.75	27.76	31.00	32.13	33.24	35.71
Step 3	27.44	28.44	31.66	32.79	33.94	36.38
Step 4	28.11	29.10	32.34	33.46	34.63	37.05
Step 5	28.77	29.78	33.00	34.13	35.32	37.73
Step 6	29.44	30.43	33.67	34.81	36.03	38.37
Step 7	30.09	31.11	34.34	35.48	36.72	39.05
Step 8	30.78	31.78	35.01	36.13	37.41	39.73
Step 9	31.46	32.45	35.68	36.81	38.09	40.39
Step 10	32.11	33.36	37.33	38.82	40.15	43.31

FY30	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6
Step 1	27.39	28.44	31.84	33.03	34.19	36.78
Step 2	28.09	29.15	32.55	33.74	34.90	37.50
Step 3	28.81	29.86	33.24	34.43	35.64	38.20
Step 4	29.52	30.56	33.96	35.13	36.36	38.90
Step 5	30.21	31.27	34.65	35.84	37.09	39.62
Step 6	30.91	31.95	35.35	36.55	37.83	40.29
Step 7	31.59	32.67	36.06	37.25	38.56	41.00
Step 8	32.32	33.37	36.76	37.94	39.28	41.72
Step 9	33.03	34.07	37.46	38.65	39.99	42.41
Step 10	33.72	35.03	39.20	40.76	42.16	45.48

Hourly wage for scorekeeper, ticket taker, etc. refer to teacher contract, Article IV, Section 5.

Employer IMRF and/or FICA contributions are paid in addition to these amounts as required.

Salary Schedule –
Custodial, Maintenance & Custodial 10 Month and Timesheet Personnel

Starting (First 90 Days)*	FY27	FY28	FY29	FY30
Maintenance	35.34	36.4	38.22	40.13
Maintenance/Custodial	33.03	34.02	35.72	37.51
Custodial 12	30.72	31.64	33.22	34.88
Custodial 10	20.8	21.42	22.49	23.61

Regular (After 90 Days)	FY27	FY28	FY29	FY30
Maintenance	42.08	43.34	45.51	47.49
Maintenance/Custodial	38.21	39.36	41.33	43.4
Custodial 12	34.35	35.38	37.15	39.01
Custodial 10	24.07	24.79	26.03	27.33

*Waive provision if there is an internal transfer of positions.

Employer IMRF and/or FICA contributions are paid in addition to these amounts as required.

14.5 LONGEVITY

Non-certified Personnel will receive additional compensation for service to the District according to the schedule below:

\$1,000 annually after a minimum of 10 years of District service
\$1,250 annually after a minimum of 15 years of District service
\$1,500 annually after a minimum of 20 years of District service

A year of employment is interpreted to mean working a minimum of 600 hours during the fiscal year.

Longevity stipends will be paid on the first December payroll for employees attaining the minimum number of District service years prior to December 15.

B.Non-certified employees who were receiving a longevity stipend under the prior schedule at the time this Agreement took effect shall continue to receive no less than their prior annual longevity stipend until they qualify for a higher tier under Section 14.5(A). This transition protection expires on June 30, 2030. Beginning with the successor

agreement, all non-certified employees shall be compensated solely pursuant to the schedule in Section 14.5(A).

\$350 one-time bonus for a minimum of 5 years of District service.
\$450 annually for a minimum of 7 years of District service.
\$550 annually for a minimum of 10 years of District service.
\$625 annually for a minimum of 13 years of District service.
\$700 annually for a minimum of 15 years of District service.
\$775 annually for a minimum of 17 years of District service.
\$850 annually for a minimum of 20 years of District service.
\$925 annually for a minimum of 23 years of District service.
\$1000 annually for a minimum of 25 years of District service.
\$1050 annually for a minimum of 27 years of District service.
\$1,100 annually for a minimum of 30 years of District service.

14.6 Annual District Loyalty Bonus

A payment of \$750 will be given to all FTE at the end of each school year.

14.7 CONTINUING EDUCATION

The Board of Education endorses the concept of tuition support for additional training or course work for non-certificated employees which leads to improved occupational skills and increases job effectiveness.

As an incentive to acquire increased knowledge and skills to better prepare for the functions of the current position or to acquire knowledge and skills for job advancement, non-certificated employees shall be eligible for tuition reimbursement. Employees will be reimbursed for up to 50% of tuition costs for classes where the grade earned is no less than a "B." The maximum reimbursement under this section shall be \$750 per fiscal year per employee as determined by the year in which the course is completed. Employees must be pursuing a certificate or degree relative to their current position or the field of education. Courses must be recommended by the employee's supervisor and approved in advance by the employee's supervisor and by the Assistant Superintendent for Finance and Operations (CSBO). Reimbursement will be made after proof of payment and evidence of successful completion of the course are submitted to the Assistant Superintendent for Finance and Operations (CSBO). Decisions made by the Assistant Superintendent for Finance and Operations (CSBO) under this section shall not be subject to the Grievance Procedure described elsewhere in this Agreement.

14.8 Custodial/Maintenance employees will receive clothing if required by employer as follows:

12-month	3 shirts and 3 pants
10-month/part time	2 shirts and 2 pants

14.9 DEFERRED COMPENSATION

It is the desire of the Board to assist any qualified employee who wishes to shelter from current taxation a portion of his wages saved for retirement through deduction of such wages and deposit of amounts so deducted into a legally recognized Deferred Compensation Plan, so long as the accumulated savings are not subject to income taxes until such time as they are withdrawn from the plan.

The Board, therefore, authorizes deductions from employee salaries and deposit of that portion of the wages so deducted in a legally constituted Deferred Compensation Plan.

Any Deferred Compensation Plan covered by this policy must be in compliance with Article 403(b) of the Internal Revenue Code and with Chapter 108-1/2, Section 24-101 of the Illinois Pension Code. Maximum wages which may be deducted for any employee must conform to federal law.

It is specifically understood that this Board assumes no responsibility or liability of any kind or nature in connection with its relationship to the foregoing.

14.91 SECTION 125 PLAN

The Board shall maintain the 125 plan in compliance with applicable IRS regulations allowing Employees to receive reimbursement for the cost of non-reimbursed premiums under the District's group insurance plan. The Plan will also include medical expenses not covered under the District's insurance plan, including co-insurance, dental, optical, chiropractic and other related medical expenses, and child care. The Plan Year will be September 1 through August 31. Employees shall be provided thirty (30) days following the conclusion of the Plan Year to submit claims incurred during the final two (2) months of the Plan Year. The Board shall be responsible for administration of this plan and any necessary implementation costs. Participating employees shall pay any required monthly fees.

If the vendor cancels because of failure to meet minimum monthly maintenance fee, the plan will cease to exist.

ARTICLE 15 **EFFECT OF AGREEMENT**

15.1 COMPLETE UNDERSTANDING

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

15.2 CONTRACTUAL AMENDMENTS

This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

15.3 SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any Bargaining Unit Member or Employee or group of Bargaining Unit Members or Employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall be continued in full force and effect.

ARTICLE 16
DURATION OF AGREEMENT

16.1 DURATION

This agreement shall be effective on July 1, 2026, and shall continue effective until 11:59 p.m., on June 30, 2030.

RIDGEWOOD TEACHERS UNION

BOARD OF EDUCATION

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

DATE: _____