



AGREEMENT

BETWEEN

**BOARD OF EDUCATION OF
LEYDEN COMMUNITY HIGH SCHOOL
DISTRICT 212**

AND

**LEYDEN COUNCIL,
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 73**

July 1, 2010 through June 30, 2014

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AGREEMENT

This agreement is made and entered into by and between the Board of Education of Leyden Community High School District 212, Cook County, Illinois, hereinafter referred to as the “Board” and the Service Employees International Union (SEIU) Local 73, hereinafter referred to as the “Union.”

ARTICLE I - RECOGNITION AND SCOPE

1.1 Recognition.

The Board recognizes the Union as the sole and exclusive bargaining agent for maintenance and custodial employees regularly scheduled to work at least (3) hours per day each five (5) day work week or fifteen (15) hours per week, excluding supervisory personnel and part-time watchman.

1.2 Savings

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction over the Board and the Union, said article, section or clause, as the case may be, shall be deleted from this Agreement to the extent that it violates the law; but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

ARTICLE II - MANAGEMENT RIGHTS

2.1 Management Rights

The Board shall have and retain all management rights and functions not specifically abridged by the provisions of this Agreement including, but not limited to, the full and exclusive right to hire, fire, assign, promote, layoff, direct, discipline, transfer, suspend, evaluate, determine the qualifications of employees, assign job classifications, determine the extent of, and control, the operations of the District, make work rules, subcontract, determine the methods, standards and extent of work, and determine the content of jobs. Nothing in this management rights clause diminishes the Board's duty, if any, under the Illinois Educational Labor Relations Act (the "Act") to negotiate mid-term changes in wages, hours and working conditions not specifically covered by this Agreement; provided, however, enforcement of any such duty by the Union shall be solely through the Illinois Educational Labor Relations Board and not through the grievance procedure and nothing in this Agreement diminishes the Board's authority to implement changes in working conditions not specifically covered by this Agreement after satisfaction of the Board's duty, if any, to negotiate such changes.

ARTICLE III - UNION RIGHTS/RESPONSIBILITIES

3.1 Union Dues

The Board agrees that it shall, upon written request of an employee, withhold from the compensation of that employee any dues payable by such employee to the Union and, if also authorized, a contribution to the SEIU Local Committee on Political Education (COPE). The Board shall transmit such withholding separately to the Union official designated, in writing, by the Union on a monthly basis. COPE deductions shall be withheld and transmitted once per school year in coordination with the employee contributions. Nothing herein shall prevent an employee from revoking the employee's written request to have dues and/or COPE fund deductions withheld from compensation, in which case the Board shall promptly discontinue such withholding after receipt of such written request, with a copy of such request sent to the Union President. The Union agrees to refund to the employee any dues or COPE fund deduction which may have erroneously been deducted or remitted to the Union and the employee and the Union shall have no claim against the Board.

3.2 Use of Facilities

The Union may request to use school district facilities to hold Union meetings. This request shall be made to the Assistant Superintendent and shall be in writing. Employees may attend no more than two (2) Union meetings during any school year on school grounds during working hours, and these meetings shall not exceed one-half hour in length. Employees shall not be paid to attend such meetings and must punch out prior to the meeting. Union representatives shall not meet with individual maintenance/custodial employees during working hours.

3.3 Bulletin Board

The Union, by its officers, may be allowed bulletin board privileges in quarters set aside for such employees for the purpose of publishing meeting notices and other matters affecting the membership employed by the Board of Education.

3.4 New Employee Listing

Names and addresses of newly hired employees covered by this Agreement shall be sent to the Union quarterly. All newly hired employees will be instructed how to access a copy of this Agreement from the Leyden website by the Human Resources Office.

3.5 Safety Committee

The Board of Education is committed to the goal of maintaining a safe and healthy environment for all employees and students. A Safety Committee shall make recommendations to the Assistant Superintendent and/or Chief Financial Officer for the maintenance of a safe and healthy environment. The Union President may appoint two (2) representatives to this committee.

3.6 No Strike

During the term of this Agreement, in no event shall the Union nor any of its members, agents or any employees for any reason authorize, institute, facilitate, condone or engage in a slow down, work stoppage, picketing which would disrupt the operation of the schools or a strike.

ARTICLE IV - CONDITIONS OF EMPLOYMENT

4.1 Probationary Employees

Probationary employees may be discharged without cause and without recourse to the grievance procedure at any time during their first six (6) months of employment. The first six (6) months of employment for new employees or those hired after a break in continuous service shall be the probationary period.

Employees employed for a period of less than twelve months who are transferred to a new position either voluntarily or involuntarily shall also have a new probationary period of four (4) months for the newly transferred to position. These employees may also be discharged without cause and without recourse to the grievance procedure. However such employees shall not lose any of the benefits they acquired before the transfer.

During the initial probationary period the employee shall not be entitled to any fringe benefits. Following the probationary period, full-time forty (40) hour per week employees shall be eligible for the fringe benefits provided for in this Agreement.

4.2 Fingerprinting

The Board may require the fingerprinting of any employee who has not previously been fingerprinted. Fingerprinting shall be at the Board's expense, and shall occur during the employee's regular workday, beginning no earlier than the 2011-2012 school term. The Board may have the fingerprints submitted to the Illinois State Police and the Federal Bureau of Investigation. A complete copy of any report the Board receives from the State Police or FBI based on the results of the fingerprint submission shall be provided to the fingerprinted employee. For purposes of this Section, any employee required to be fingerprinted shall be considered an "applicant for employment" pursuant to 10-21.9 of the School Code.

4.3 Uniform Allowance

Full-time employees shall receive, upon initial employment with the district and at the employee's expense, five complete sets of uniforms. On July 1 following the probationary period, full-time employees may request up to four items of approved uniform clothing. Requests shall be made to the Supervisor of Building and Grounds, and approved items shall be purchased at the Board's expense.

4.4 Employee File

After five (5) years, if there are no other negative reports or similar instances, any derogatory material older than five (5) years may be removed upon the employee's request to the Assistant Superintendent or designee, in the sole discretion of the Assistant Superintendent or designee.

4.5 Contract

The Board will post a copy of this agreement on the Leyden website in an indexed PDF or other non-editable format, provide access to employees, and provide the Union with an editable version in MS Word or other suitable program.

ARTICLE V - HOURS OF WORK

5.1 Hours of Work

1. The standard workday shall consist of eight and one-half (8 ½) consecutive hours; this shall include a one-half (1/2) hour unpaid lunch period.
2. The standard workweek shall consist of forty (40) working hours, eight (8) hours a day, five (5) days a week, Monday through Friday.
3. At the option of the Supervisor of Building and Grounds, staggered working days may be assigned to all maintenance and custodial employees on the basis of one (1) day per month.

5.2 Overtime

Overtime shall be any authorized work performed after forty (40) hours worked per week, and paid at a rate of one and one-half times the employee's regular rate. The workweek for overtime shall be Saturday through Friday. Holidays, vacation and sick leave shall be considered as days worked.

An effort shall be made to equalize all overtime among the employees. Overtime work shall be limited to the ability of the individual employee as determined by the Supervisor of Building and Grounds to perform the work available.

Any employee who fails to work overtime whenever it is his turn shall be passed over until his next regular turn. Overtime is required, except that an employee will be allowed to refuse a total of up to ten (10) hours overtime per year.

In order for any maintenance/custodial employee to be eligible for overtime pay on Saturday, Sunday, or a holiday, he must report to work the day before and the day after the Saturday, Sunday, or holiday. It is understood that there may be emergencies of such a nature that this is not possible, in such an event, the employee may be asked to furnish certification of such emergency, death in the family, etc., in order to be eligible for overtime pay.

Employees required to work overtime for a facility use by an outside entity, when the hours to be worked are not continuous to their regular schedule, shall receive a maximum guarantee of not less than three (3) hours of pay at the established overtime rate, even though less than three (3) hours are worked.

In the event an employee reports for overtime work and is informed at the time of reporting that the scheduled event has been cancelled, such employee shall receive two (2) hours pay at the regular rate and may be required to perform other duties.

5.3 Required Watchman Duty

During weekends, summer, winter and spring breaks, each custodial worker shall be required to work one week and/or weekend on watch duty as watchman at their regular rate of pay. During this period, when not performing the watch duty, performance of regular working duties may be required.

If there is a volunteer to work the watch duty, this requirement will be waived. If the district is unable to staff the duty with volunteers, the duty shall rotate through the seniority list beginning with the lowest senior employee last required to take the position.

5.4 Summer Hours

During any period of time that the Leyden School District personnel receive “summer” hours, then the Board may meet with the Union to discuss the option for summer hours upon written request from the Union.

ARTICLE VI - DISCIPLINE

6.1 Employee Discipline

Employees who are not in probationary status shall be subject to suspension without pay or discharge by the Superintendent or the Board. Such employees shall be given notice of the charges and an opportunity to meet with the Superintendent, or designee. After meeting with the employee, the Superintendent shall determine what, if any, discipline shall be issued. This decision shall be provided to the employee in writing.

The Board reserves the right for the Board, Superintendent or designee to immediately suspend an employee without pay pending a hearing with the Superintendent or designee as outlined above.

Employees may appeal the decision of the Superintendent or designee to the Board of Education. Any such appeal must be submitted, in writing, and filed with the Superintendent no later than seven days before the next regular board meeting following the decision. If the decision occurs with less than seven days before the next regular meeting following the decision, the review must be requested in writing and filed with the Superintendent no later than seven days of the next regularly scheduled board meeting. At the hearing, the employee may be represented by the Union official of the employee's choice. The decision of the Board of Education shall be final and not subject to the grievance procedure.

6.2 Disciplinary Conferences

Employees shall be entitled to have a Union representative at any meeting or hearing where discipline of the employee may take place, provided that the unavailability of the representative shall not be cause to delay any meeting or hearing if the employee has been given, if possible, at least 48 hours notice of the meeting or hearing.

At the discretion of the Superintendent, the employee may be reassigned and/or suspended with or without pay pending the meeting or hearing. An employee shall not be entitled to pay for appearance at the disciplinary meeting or hearing held on non-working time. The rights afforded by this section shall be in addition to any rights in disciplinary conferences which the employee may have under the Illinois Educational Labor Relations Act. However, such IELRA right shall be enforceable only through the Illinois Educational Labor Relations Board and not through the grievance procedure in this Agreement.

ARTICLE VII - SENIORITY, REDUCTION IN FORCE & RECALL

7.1 Categories of Position

The categories of positions for seniority, reduction in force and recall are as follows:

- a) Custodian
- b) Night Watchman
- c) Special Attendant
- d) Mechanic's Helper
- e) Maintenance (each of the following is a separate category)
 - a. Electrician
 - b. Plumber/General
 - c. Carpenter
 - d. Grounds
 - e. Painter
 - f. HVAC
 - g. Mechanic

7.2 Seniority

- a) The seniority of an employee shall date from the employee's last date of hire in the District.
- b) If two or more employees have the same seniority, the Supervisor of Buildings and Grounds shall determine the more senior employee based on the needs of the District.
- c) The Board shall maintain and keep current a seniority list for each category of position based on overall district seniority. Each employee shall be placed on the seniority list for each category in which the employee has worked. The Assistant Superintendent shall provide a copy of the seniority lists to the union and post the list on the Leyden website no later than October 1 of each school year.

7.3 Reduction in Force

Reduction in force shall be by category of position based on total seniority in the District, with the least senior employee in the category dismissed from the category first.

7.4 Recall

Employees shall be recalled in the reverse order of the reduction in force by category of position.

ARTICLE VIII - GRIEVANCE

8.1 Grievance 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.

8.2 Grievance Procedure

The parties agree that it is desirable for an employee and the employee's supervising foreman to resolve problems informally. Accordingly, an attempt to resolve informally shall be made by the employee approaching and discussing the problem with the supervising foreman before filing a grievance. If a grievance is not resolved informally, it shall be processed in accordance with the following:

Step One. The grievant or Union shall file the grievance in writing with the Supervisor of Building and Grounds within ten (10) working days of the date of the event giving rise to the grievance. The Supervisor of Building and Grounds shall confer with the grievant within ten (10) working days of the receipt of the grievance. A decision shall be rendered by the Supervisor of Building and Grounds to the grievant, in writing, within five (5) working days of the conference. If the event giving rise to the grievance originates directly from the action of an administrator above the Supervisor of Building and Grounds, the grievance shall be filed with the Principal within ten (10) working days of the event giving rise to the grievance.

Step Two. If the grievance is not satisfactorily resolved at Step One, the grievant or Union may appeal to the Assistant Superintendent, in writing, within five (5) working days of the date of the reply at Step One. The Assistant Superintendent shall hold a conference within ten (10) working days after receipt of the appeal and render a written decision within ten (10) working days after the conference.

Step Three. If the grievance is not satisfactorily resolved at Step Two, the grievant or Union may appeal to the Superintendent, in writing, within five (5) working days of the date of the Assistant Superintendent's reply at Step Two. The Superintendent shall hold a conference within ten (10) working days after receipt of the appeal and render a written decision within ten (10) working days after the conference.

Step Four. If the grievance is not satisfactorily resolved at Step Three, the grievant or Union may appeal to the Board of Education through the Superintendent. The Grievance must be submitted to the Board within five (5) working days of the date of the Superintendent's decision at Step Three. The Board shall conduct a hearing on the grievance within forty-five (45) calendar days of the date of receipt by the Superintendent of the appeal to the Board. The Board shall render its decision, in writing, within ten (10) working days after the hearing.

Step Five. If the grievance is not satisfactorily resolved at Step Four, the Union may submit the grievance to binding arbitration within fifteen (15) days after receipt of the Board's decision at Step Four, by requesting an arbitrator from the American Arbitration Association and filing a copy of the request with the Superintendent within the fifteen (15) working day period. The selection of the arbitrator shall follow the voluntary labor arbitration procedures of the American Arbitration Association. The fees of the arbitrator and the American Arbitration Association shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them. Either party shall be entitled to have a court reporter present and submit a transcript and post-hearing brief to the arbitrator. Unless the parties split equally the cost of the court reporter and the transcript, the party not requesting the court reporter shall not be entitled to a transcript.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement and shall decide only the specific issues raised in the written grievance and the replies thereto. The arbitrator's decision shall be based solely upon the specific terms of this Agreement and the relevant facts presented. The arbitrator shall have no authority to decide other matters or to make recommendations.

8.3 Grievance General Provisions

1. An employee who participates in the grievance procedure shall not be subjected to discipline or reprisals because of such participation.
2. An employee shall be entitled to Union representation at each step of the grievance procedure.
3. All grievance records shall be stored in a confidential folder with the employee's regular personnel file after final resolution of the grievance.
4. The Board and the Administration will attempt to arrange mutually convenient times and places for meetings and hearings conducted under the grievance procedure; provided, however, the Board and the Administration shall not be required to conduct any grievance meeting or hearing on working time or to pay any employee for time spent in processing any grievance on non-working time.
5. The time limits and procedures for grievance processing must be strictly followed. Failure of the grievant or the Union to meet any time limit shall bar submission or further processing of the grievance. Failure of the Board or the Administration to respond within the time limits specified shall permit the grievant or the Union to proceed to the next step. Time limits may be extended at any step by mutual agreement of the parties in writing. Unless otherwise provided, all time limits in this grievance procedure shall consist of working days on which the District administrative offices are open.
6. Upon mutual written agreement of the Union and the Assistant Superintendent, a grievance may be brought directly to the Assistant Superintendent.

7. Each grievance must state the specific provisions of the Agreement alleged to have been violated, the facts upon which the grievant relies to establish the alleged violation, and the relief sought. In the case of a grievance filed by the Union, the grievance shall also state the names of all of the employees for whom relief is sought. Grievances may not be modified after submission at Step One without the written agreement of the parties or except as necessary for the Union to respond to facts or provisions of the Agreement raised by the Board or the Administration in reply to the grievance.

ARTICLE IX - LEAVES

9.1 Sick Leave

All full-time employees shall be allowed up to thirteen (13) days of paid sick leave days per year, of which two (2) days may be used for emergency leave. These days shall be available July 1, each year. Unused sick leave days shall accumulate from year to year up to a combined maximum of one hundred and eighty (180). This accumulation is available for sick leave needs of the employee and for retirement benefits, but not for additional emergency leave. The Board shall provide each employee with a report of sick leave used by the employee and the dates of such use. The report, issued at the end of the school year, shall also list the total amount of accumulated unused sick leave days.

Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness; in the immediate family. "Immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

At the employer's discretion, the employer may require a doctor's certificate as a basis for pay after three (3) consecutive days of absence due to illness in any fiscal year. Certification may be required, thereafter, at any time or whenever abuse is suspected.

Any employee who has patterned absences, such as Mondays and/or Fridays, following a weekend, holiday or vacation, shall not be paid unless there is a major illness that overlaps these days verified by a doctor's certification.

Any employee who calls in sick on the day before or after a holiday, or the day before or after working on a holiday or weekend, shall not receive any sick leave benefit.

Any employee who calls in ill four (4) times on a non-holiday Monday or Friday, will not receive any sick leave benefit. This constitutes a four (4) day total grace period.

All employees must call a foreman at least one (1) hour before their start time if they are sick or cannot report to work.

9.2 Emergency Leave

Employees eligible for sick leave shall be entitled to use two (2) of their paid sick leave days from the current school year's allotment for paid emergency leave. Emergency leave is intended to allow the employee an opportunity to take care of family emergencies, or urgent business matters, that cannot be handled on non-working time without loss of pay. Employees shall apply for emergency leave with the Supervisor of Building and Grounds who has final approval on emergency leave requests.

9.3 Bereavement Leave

In the event of the death of a person for which sick leave may be used or a permanent resident of the employee's household, each employee shall be entitled to three (3) days bereavement leave without loss of pay and without loss of emergency or sick leave, provided that the employee may be required to submit to the Assistant Superintendent, or designee, accurate documentation to affirm date, location of funeral, and the employee's relationship to the deceased. Notice of use of bereavement leave must be given in the same manner as notice of emergency leave is given, except that all applications must state the name of the deceased and the relationship of the employee to the deceased. Bereavement leave is non-cumulative.

9.4 Jury Duty Leave

Employees who are required to serve on jury duty at times when they would be working shall be paid the difference between their regular salary and the amount received for jury duty, or the employee shall endorse over the check for jury duty to the District.

Employees may retain any amounts paid as expenses for jury duty. Employees must notify the Assistant Superintendent or designee as soon as possible after being summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which salary is claimed.

9.5 Leave of Absence

A leave of absence may be granted by the Board of Education, in its sole discretion, upon written application, for a serious health condition, military service, or other reasons approved by the Board. No employee, however, shall be granted a leave of absence to seek employment elsewhere. Seniority shall be retained during an authorized leave of absence.

ARTICLE X - VACATION

10.1 Vacation

Full-time employees shall earn paid vacation days based on full-time continuous service as follows:

- After the first full year of employment = 5 days
- Beginning on July 1 after completion of the second fiscal year of employment = 6 days
- Beginning on July 1 after completion of the third fiscal year of employment = 7 days
- Beginning on July 1 after completion of the fourth fiscal year of employment = 8 days
- Beginning on July 1 after completion of the fifth fiscal year of employment = 10 days
- Beginning on July 1 after completion of the tenth fiscal year of employment = 15 days
- Beginning on July 1 after completion of the fifteenth fiscal year of employment = 20 days

For purposes of this Section:

- The first full year of employment is measured from the employee's first actual day of work
- The fiscal year is July 1 through the following June 30
- The first fiscal year of employment is the fiscal year in which the employee's first actual day of work occurs

10.2 Vacation Period

Unused vacation days shall be lost and not carried over to the following fiscal year or be compensated.

Vacations may not be taken during the following times, unless approved by the Supervisor of Building and Grounds:

- The week preceding the opening and closing day of school for teachers.
- The week of the opening and closing date of school for teachers.

Except for the initial 5 days of vacation, all vacations must be applied for by March 31 for vacation to be taken in the next fiscal year. Notification of the vacation schedule will be given to the employees by June 1 if reasonably possible.

During the months school is in session no more than one maintenance employee and one custodian per school shall be on vacation at the same time, unless approved by the Supervisor of Buildings and Grounds.

During the months when school is not in session, no more than one-third of custodians or maintenance personnel may be away on vacation at the same time.

If there are duplications of requests, the more senior employee's request shall be considered first. The Supervisor of Building and Grounds shall make the final decision

in the supervisor's sole discretion on the specific vacation period, based on the work requirements of the district.

10.3 Vacation Splitting

Employees shall be allowed to split the total available vacation time into no more than four (4) segments, unless approved by the Supervisor of Building and Grounds.

10.4 Extension of Vacation

An employee shall be entitled to earned vacation only. Additional time off as an extension of vacation, even though the extended time would be without pay, shall not be permitted.

ARTICLE XI - HOLIDAYS

11.1 Holidays with Pay

Each full-time employee shall be granted the day off with pay on fifteen (15) holidays or days observed as determined by the Board, in its sole discretion, at the beginning of each school year, provided the employee worked the last regular working day prior to the holiday and the next working day following the holiday. A working day is defined as when the administration offices are open, so long as the employee is scheduled to work that day. Authorized paid vacation and sick leave are considered as working days as related to the above statement.

ARTICLE XII - HOURLY WAGE

12.1 Hourly Wage

For each year of this agreement, the hourly wage for each employee who was employed by the Board during the immediately preceding school year shall be increased over the employee’s hourly wage for such immediately preceding year as follows:

2010-2011	2.5%
2011-2012	2.3%
2012-2013	2.3%
2013-2014	2.3%

For 2010-2011, the increase will be retroactive to July 1, 2010, for employees employed as of the effective date of this agreement.

The base hourly rates for new employees shall be as follows:

	2010-2011	2011-2012	2012-2013	2013-2014
Custodian*	\$15.00/hour	\$15.35/hour	\$15.70/hour	\$16.06/hour
Special Attendant	\$18.00/hour	\$18.41/hour	\$18.84/hour	\$19.27/hour
Mechanics Helper	\$18.00/hour	\$18.41/hour	\$18.84/hour	\$19.27/hour
Maintenance	\$22.00/hour	\$22.51/hour	\$23.02/hour	\$23.55/hour

*Night shift bonus for custodians = \$0.30/hour

Non-maintenance employees assigned to maintenance work by a supervisor shall receive maintenance pay after working three (3) consecutive days. The maintenance pay shall then be paid from the first day and will continue for each consecutive day worked on maintenance, and shall be the lowest maintenance rate or the employee’s current rate plus \$2.00/hour.

12.2 Net Salary Increase after Application of Insurance Premium Increase

The Board and the Union recognize that health insurance premiums may increase over the term of this contract at a rate greater than the rate of wage increases. It is desirable that increases in employee premium costs will not prevent employees from receiving a net wage increase after application of the cost of health insurance premiums. The Board shall provide the Union with a report each year promptly after health insurance premiums are set for the school year showing the difference between each employee’s gross pay and the net pay after subtraction of the employee’s share of the health insurance premium. At the written request of the Union to the Board, the Board and the Union shall meet to negotiate the impact of health insurance premium increases on any employee who does not receive a net pay increase.

ARTICLE XIII - BENEFITS

13.1 Health and Dental Coverage

The Board shall provide a medical and dental insurance program with coverage for full-time employees and benefits substantially the same to those provided to support staff in other bargaining units. Additionally, the Board may make a lower cost medical and dental insurance program available. Medical and dental premiums, for single or family coverage, shall be paid on the basis of 80% District and 20% employee.

Premiums shall be calculated each year on substantially the same basis as for other support staff bargaining units.

The Board will provide funds for a Health Care Account (HCA) for each employee or retiree covered by the insurance program. The funds provided for the HCA will be \$300.

The Union shall be entitled to appoint one (1) representative to the district-wide Health Committee established by the Board for all employees. The Committee shall meet to review the District's insurance program and make recommendations to the Board and the applicable unions.

13.2 Term Insurance

The Board of Education shall provide term life insurance in the amount of \$25,000 for full-time employees. Premiums will be paid by the Board.

13.3 Flexible Benefit Plan

All full-time employees shall be eligible for participation in the Flexible Benefit Plan in accordance with the provisions of IRC Section 125 and 129. The cost of administering this plan shall be borne by the Board, and the Board shall have the right to select the provider of the plan.

13.4 Retirement

Upon retirement from the School District, and having met IMRF eligibility, on or after age 55 and ten (10) continuous years of full-time service at Leyden, a full-time 40 hour per week-employee shall be allowed to participate in the District's health and dental insurance program on the same basis as current employees until the employee reaches the age of eligibility for Medicare. Upon reaching the age of eligibility for Medicare, and if Medicare eligible, the employee may participate in the Board's Medicare supplement program by paying the full premium cost.

13.5 Retirement Severance Pay

Retirement severance will be given to employees who are eligible for sick leave. A minimum of ten (10) continuous years of full-time service at Leyden and a minimum age of 55 years at time of retirement are required to qualify for this benefit; provided, however, this benefit does not apply to an employee released from duties because of misconduct or poor performance. Accumulated unused sick leave not used for service credit from the Illinois Municipal Retirement Fund will be multiplied by \$20 per day to determine the retirement severance pay.

13.6 New Employees and Fringe Benefits

New full-time employees shall have a six-month waiting period before applicable fringe benefits shall be in effect. These shall be limited to health, dental, and term life insurance.

ARTICLE XIV - TERM OF AGREEMENT

This Agreement shall become effective November 11, 2010, and remain in full force and effect to and including June 30, 2014, and thereafter shall remain in force and effect from school year to school year unless not more than 150 nor less than 60 days prior to June 30, 2014, or any subsequent June 30, either party gives written notice to the other of its intention to terminate this Agreement.

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 73

By: Wayne Redwell
Division Director

BOARD OF EDUCATION
LEYDEN COMMUNITY
HIGH SCHOOL DISTRICT 212

By: [Signature]
President

Attest:

By: Gloria Murawski Sec.
Secretary *for them*

LEYDEN COUNCIL

John Bohn
Steven M. Ryan
Edward J. Kane
William L. Russell

Dated: 11/11/10

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