



AGREEMENT

BETWEEN

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

AND

**LEYDEN SUPPORT COUNCIL,
WEST SUBURBAN TEACHERS' UNION
LOCAL NUMBER 571, IFT-AFT**

July 1, 2009 through June 30, 2013

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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 Number 212, Cook County, Illinois, hereinafter referred to as the “Board” and the Leyden Support Council, West Suburban Teachers’ Union, Local Number 571, IFT, AFT, 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 all full and regular part-time educational support personnel (ESP) and food service personnel working at least three hours per day for each day of a five-day work week or 15 hours per week, excluding the following positions:

- administrative assistants for all district administrators,
- clerk/typists for Human Resources and CFO/CIO/Treasurer,
- administrative assistants for building principals and assistant principals,
- one deans' administrative assistant per building,
- maintenance secretary,
- Fiscal Services personnel, excluding the Cashier/Clerk-Typist at West Leyden,
- Technology personnel,
- Educational Support Personnel, Fiscal Services, and Food Service Supervisors

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 or in the event the Congress or the Legislature enacts a law in conflict with any article, section or clause of this Agreement, 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.

1.3 Definition of Terms.

1.3.1 Full-Time Employee. Any employee who is regularly employed on a ten (10) or twelve (12) month basis and who works forty (40) or more hours per week shall be deemed a "full-time" employee.

1.3.2 Part-Time Employee. Any employee who is regularly employed on a ten (10) or twelve (12) month basis and who works less than forty (40) hours per week but more than fourteen (14) hours per week shall be deemed a "part-time" employee.

1.3.3 Probationary Employee. An employee hired in accordance with the terms of 1.3.1 or 1.3.2 of this Agreement who has not completed six (6) months of employment, shall be deemed a probationary employee. Security personnel must complete their probationary period in work as a security employee. Time worked in the Maintenance Department shall not count toward the probationary period.

1.4 No Discrimination.

The Board and Union agree to continue their policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, or membership or participation in, or association with, the activities of

any employee organization.

The Union agrees, in accordance with its constitution and policy statements, to continue to admit persons to membership without discrimination against any employee on the basis of race, color, creed, national origin, sex, sexual orientation, age, or marital status; and to represent equally all employees covered by this agreement without regard to membership or participation in, or association with, the activities of any employee organization.

ARTICLE II
NO STRIKE/BARGAINING

2.1 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, or engage in a slow down, work stoppage, picketing which would disrupt the operation of the schools or a strike. Nor shall the District, during the term of this Agreement, lockout the employees.

2.2 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
EMPLOYEE/UNION RIGHTS

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 IFT/571 Committee on Political Education (COPE). The Board shall transmit such withholdings separately to the official designated, in writing by the Union on a monthly basis. Dues shall be withheld on a monthly basis for ten (10) months in an amount which is equal to the prorata share of the annual dues payable to the Union. COPE deductions shall be withheld and transmitted once per school year in coordination with the faculty 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 shall have the right to use space within school buildings for Union meetings provided that: (a) an application for use of school facilities is made to the Principal or designee; with a copy to the Assistant Superintendent. The application must be submitted at least one day in advance of the meeting, unless such one-day advance notice cannot be given for good causes stated in the application; (b) if such meeting results in additional maintenance or custodial expense, the Union shall pay the cost; and (c) such meetings are held during non-working hours and do not interfere with any facet of the school's educational, administrative or extra-curricular program. The Union may have reasonable access to and use of the District's duplicating equipment provided that the Union reimburses the District for the cost of such use and provided further that such use does not interfere with the conduct of school business, and does not occur during the employee's working hours. The Union may further make reasonable use of employee mailboxes, inter-school mail service, and the district email system. A copy of all materials sent to employees shall be given to the Superintendent, Assistant Superintendent and Principals, except for confidential communications of limited distribution to individual employees.

3.3 Bulletin Boards.

The Union may use available bulletin board space in employee lounges or other areas not usually frequented by students or members of the public to post notices and other materials related to Union business. All notices and materials shall be dated and posted by a Union representative authorized by the Union President.

3.4 New Employees.

Names and addresses of newly hired employees covered by this Agreement shall be sent to the Union within one week from the date of beginning work in the School District. 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 Contract.

The Board will post the Contract 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.

3.6 Security Employees.

3.6.1 12-Month Option. Full-time security employees who work ten (10) months per year shall have the option to extend their work year to twelve (12) months by working in the maintenance department in a Custodial I position during non-school days and summer break. Election of this option must be made by May 1st by notifying the Assistant Superintendent or his/her designated representative in writing. Once an employee has chosen the ten (10) or twelve (12) month option, written notification must only be submitted if he/she is electing a change in status.

3.6.2.a. Custodial Pay Rate. Security employees who work in the maintenance department in custodial positions shall be paid, when working maintenance at the starting Custodial I pay rate or the security employees current custodial rate, whichever is greater. Advancement on the custodial pay rate schedule shall be after 2080 hours of actual custodial work. Security personnel shall initially receive two uniforms and an additional uniform after three years.

3.6.2.b. The provisions of 3.6.2.a notwithstanding, security employees working in the maintenance department shall be paid at their security rate of pay when asked to do security work.

3.6.3 Security Uniform. Security personnel are required to wear uniforms as supplied by the District. These are to be worn daily, as advised. The following items will be supplied:

- (1) Blazer
- (5) Knit Shirts (long-sleeved)
- (5) Knit Shirts (short-sleeved)
- (1) Dress Shirt
- (2) Pair of Slacks
- (1) Tie or Ascot

(1) Name Badge

In addition to the above, the District will assume responsibility for the replacement, repair or cleaning of clothing damaged in the line of duty. The District will also replace the aforementioned uniforms when the Administration determines they need to be replaced.

- 3.6.4 Security Employee Hours. Security employees shall be required to work a split shift for graduation or other similar events. The administration and Union shall meet to discuss the need for other events.

3.7 Hours of Work.

- 3.7.1 The regular work schedule of full-time and regularly employed part-time employees shall work a maximum of eight hours daily between 6:30 a.m. and 6:30 p.m. including one 15-minute morning break and one 10-minute afternoon break, unless otherwise agreed to by the Union and the Assistant Superintendent. Summer, spring, and winter break hours will be consistent with District office personnel. The normal work week shall be Monday through Friday with the exception of employees needed for special events.

- 3.7.2 The Board and Union agree that up to two (2) full-time security employees may be assigned to work a shift that ends at 10:30 pm.

- 3.7.3 The Food Services Coordinator(s) shall request additional time and/or staff when there is need to service district events and catering requests. The Food Service Supervisor shall review these requests and notify the coordinator(s) of his/her determination as to whether the request has been approved. Any overtime needed to service these functions shall be dispensed by seniority on a rotating basis, by position required to service the function.

3.8 Vacancies.

When a vacancy occurs the District shall have up to two months to determine if the vacancy is to be filled. The vacancy may be filled by a temporary or substitute employee during the two months. After two months, if the District decides to fill the position the job opening shall be posted according to Article VI, Section 6.1. of this agreement. If the position is not posted it shall be eliminated.

3.9 Employee Preference.

Current Leyden employees shall be given preference over non-Leyden employees, when qualifications are essentially equal, as objectively determined by the Educational Support Personnel, Food Services, and/or Fiscal Services Supervisors in filling of vacancies in the bargaining unit.

3.10 New and Restructured Positions.

The Board may from time to time create new support staff positions or restructure current positions. When this occurs the Board and Union will meet and negotiate the salary, benefits and working conditions of the new or restructured positions to the extent required by law.

ARTICLE IV **DISCIPLINE**

4.1 Employee Discipline.

Employees who are not in probationary status shall be subject to suspension without pay or discharge for just cause by the Superintendent or the Board. Such employees shall be given by the Superintendent or designee a statement of the charges against them in writing. Such employees may, along with a Union representative, discuss the charges with the Superintendent or his or her designee prior to when a suspension, either with or without pay, or discharge may take effect. A request to discuss the charges with the Superintendent must be submitted prior to noon of the working day prior to the effective date of a suspension or discharge. However, it is recognized that some employee behavior may be particularly disruptive to the educational or work environment. The Board reserves the right for the Board or the Superintendent or designee to immediately suspend such employees without pay pending the implementation of a hearing if requested within five working days after the start of the suspension. Working days as used in this section means days when the District's administrative offices are open.

Employees may appeal the decision of the Superintendent or his or her 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 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.

4.2 Conferences.

When an employee is required to appear before the Board or the Superintendent in any meeting or hearing which is called to discuss the suspension without pay or the dismissal of the employee, the employee shall be entitled to have a Union representative of the employee's choice, provided that the unavailability of the representative shall not be cause to delay any meeting or hearing if the employee has been given at least two (2) days notice of the meeting or hearing, and the employee may be reassigned or suspended with pay pending the meeting or hearing. An employee shall not be entitled to pay for appearance at a disciplinary meeting or hearing held on non-working time. The rights afforded by this Paragraph 4.2 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 rights shall be enforceable only through the Illinois Educational Labor Relations Board and not through the grievance procedure in this Agreement.

4.3 Probationary Employees.

Probationary employees may be discharged without cause and without recourse to the grievance procedure during the probationary period. 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 eighteen (18) months who are transferred to a new position either voluntarily or involuntarily shall also have a new probationary period of four months for the newly transferred to position. These employees may also be discharged without cause and without recourse to the grievance procedure. However, transferred employees shall not lose any of the benefits they acquired when becoming a permanent employee.

ARTICLE V **SENIORITY**

- 5.1** Seniority by category of position shall be the controlling factor in reduction in force as provided in 5.2 and 5.3 below. Seniority shall be a factor considered by management in promotion, transfer, overtime, and bidding decisions. A more senior employee who applies and is rejected for a promotion, transfer, overtime or bidding opportunity in favor of a less senior employee shall be given an explanation by the Assistant Superintendent as to the reasons why seniority was not the controlling factor in the decision within a reasonable time after a written request for such an explanation by the employee.
- 5.2** For purposes of this Agreement and reduction in force of support staff under the Illinois School Code, the seniority of each employee shall date from the employee's last date of hire by the Board and an employee's seniority shall be measured by the employee's length of continuous service with the Board since the employee's last date of hire. Date of hire shall be the date on which the employee actually begins work. If two or more employees have the same seniority, the date of the employee's application shall control, whereby the employee with the earlier date of application shall be the most senior. If two or more employees still have the same seniority, the Superintendent or Assistant Superintendent shall conduct a drawing of lots, witnessed by the affected employees and an authorized Union representative, to determine seniority. The Board shall maintain and keep current a seniority list by category of position, noting the employee's date of hire. The Assistant Superintendent shall post a copy of the seniority list on the Leyden website no later than October 1 of each school year. Seniority shall not be broken and shall continue to accumulate during an approved leave of absence or any period of layoff during which the employee has recall rights. Seniority shall also not be broken when employment is terminated at the end of the school term and then resumed at the start of the next school term. Otherwise, seniority shall be broken upon termination of employment.
- 5.3** In the event of a layoff under Section 5/10-23.5 of the School Code, employees shall be dismissed by category of position on the basis of least seniority in the category of position first. Provided, however, in any category for which legal qualifications are established by law or by regulation of the State Board of Education, the more senior employee in that category must be legally qualified to fill the position of a less senior employee in that category in order for the more senior employee to have bumping rights. Further, in the Teacher Aide category, the more senior employee must be fluent in the relevant language to bump into an interpreter's position held by a less senior employee. Finally, in the Clerical Office I category, the more senior employee must possess the typing and, if applicable, personal computer skills necessary to perform satisfactorily in the position in order to bump into a position requiring typing and personal computer skills held by a less senior employee. Laid off employees shall be recalled in the reverse order of layoff by category of position.

- 5.4 For purposes of reduction in force under this article, the categories of positions shall be as follows:

CLERICAL OFFICE I

Athletic Director's Secretary
Attendance Recorder
Bookstore Manager
Clerk-Typist/Administration Office
Clerical Support Pool
Duplicating Center Operator
Food Services Secretary
Media Center Assistant
Media Center Secretary
Student Services Secretary
Receptionist-Clerk/Deans' Office
Locker Room Supervisor/Clerk-Typist
Telephone Receptionist
Clerk-Typist/Health Care Aide's Office

CLERICAL OFFICE II

Cashier/Clerk-Typist
Director of Careers Secretary
Registrar
Student Attendance Supervisor
Theater Productions Manager

STUDENT SUPERVISOR I

Locker Room Supervisor
Study Hall Supervisor

STUDENT SUPERVISOR II

BIC Supervisor
Computer Lab Supervisor
Inside/Outside Security

TEACHER AIDE

Title I Teacher Aide
Interpreter
Special Education Teacher Assistant
Special Education Teacher Assistant - Job Coach
Bilingual Tutor

FOOD SERVICES WORKER I

Cook
Food Services Worker

FOOD SERVICES WORKER II

Cook/Coordinator

ARTICLE VI
VACANCIES AND TRANSFERS

- 6.1** All vacancies, newly created positions or other positions covered by this Agreement shall be posted for five (5) working days, during which time the Board shall not fill the position except on a temporary basis. The Board shall consider all applications submitted by current employees within the five-day posting period. If the vacancy occurs during the summer break period, the notice shall be posted for ten (10) days. Such notice shall also be mailed to those employees who file a request in writing with the Assistant Superintendent before the start of summer break. The request shall apply only to the summer break which immediately follows. Notice of vacancies occurring during winter and spring breaks shall be posted for five working days following the end of such breaks.
- 6.2** Involuntary Transfer. No employee shall be involuntarily transferred on a permanent or indefinite basis unless the employee is first notified in writing of the transfer and afforded an opportunity to discuss the reasons for the transfer with the Assistant Superintendent or designee. An employee who is involuntarily transferred to a lower grade level position will have his/her hourly wage frozen at the current level for the remainder of the current school year and the following school year. After this period of pay freeze, the employee will be moved to the new grade level at a rate of pay comparable to other employees within that grade with similar years at Leyden as determined by the Assistant Superintendent. Nothing within this clause limits the rights of the Board with respect to reduction in force under Article V.
- 6.3** Credit on Salary Schedule. Any employee who is transferred voluntarily to a higher grade level shall retain their years of experience with placement on the higher grade level at least at the next highest hourly rate above their current rate.

ARTICLE VII
GRIEVANCE PROCEDURE

7.1 Definition.

A grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

7.2 Procedure.

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

7.2.1 Step One. The grievant or Union shall file the grievance in writing with the grievant's immediate supervisor within fifteen (15) working days of the date of the event giving rise to the grievance. The immediate supervisor shall confer with the grievant within ten (10) working days of the supervisor's receipt of the grievance. A decision shall be rendered by the immediate supervisor 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 grievant's immediate supervisor, the grievance may be filed with the Assistant Superintendent within fifteen (15) working days of the event giving rise to the grievance.

7.2.2 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 ten (10) working days of the date of the immediate supervisor's 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.

7.2.3 Step Three. If the grievance is not satisfactorily resolved at Step Two, the grievant or Union may appeal to the Superintendent, in writing, within ten (10) 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.

7.2.4 Step Four. If the grievance is not satisfactorily resolved at Step Three, the grievant or Union may appeal to the Board of Education. The grievance must be submitted to the Board within ten (10) 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.

7.2.5 Step Five. If the grievance is not satisfactorily resolved at Step Four, the Union may submit the grievance to binding arbitration within fifteen (15) working 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.

7.3 General.

- 7.3.1 An employee who participates in the grievance procedure shall not be subjected to discipline or reprisals because of such participation.
- 7.3.2 An employee shall be entitled to Union representation at each step of the grievance procedure.
- 7.3.3 All grievance records shall be stored in a confidential folder with the employee's regular personnel file after final resolution of the grievance.
- 7.3.4 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.
- 7.3.5 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.
- 7.3.6 Upon mutual written agreement of the Union and the Assistant Superintendent, a grievance may be brought directly to the Assistant Superintendent.
- 7.3.7 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. 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. In the case of a grievance filed by the Union, the grievance shall also state the names of the employees for whom relief is sought.

7.3.8 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 or make recommendations on other matters.

ARTICLE VIII
PERSONNEL FILE

- 8.1** Only one official Board file shall be kept for each employee.
- 8.2** Every employee shall be allowed access to the employee's official Board file no later than two (2) working days after submission of a written request to the Assistant Superintendent to view the file. If an employee is not permitted to view the file on working time, then reasonable arrangements will be made before or after regular office hours for the employee to view the file.
- 8.3** An employee shall be provided with two (2) copies of any documents adverse to the employee's employment status. The employee shall sign one copy of the document indicating they are in receipt of the document and return this copy within five (5) working days to be placed in the official Board file. The employee shall not be charged for such copy.
- 8.4** Every employee shall have the right to add material of reasonable length to the employee's official Board file and attach dissenting or explanatory material of reasonable length to any document in the file.
- 8.5** Upon written request, an employee may receive a copy of materials in his/her personnel file. The employee shall pay the current copying charge established by the Board of Education.
- 8.6** 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.

ARTICLE IX
LEAVES

9.1 Reporting of Absences Due to Illness or Incapacity.

An employee who is unable to report to work shall call his/her immediate supervisor and, based on their position, the Educational Support Personnel Supervisor (or designee), the Food Service Supervisor (or designee), or the Fiscal Services Supervisor (or designee) as soon as possible but, in any event, at least one hour before the employee's scheduled start of work or as soon thereafter as the appropriate supervisors or designee arrives at work. If the reason for the absence arises less than one hour before the scheduled start of work, the employee shall directly notify the appropriate supervisors or designee immediately. The employee shall make every attempt to contact the supervisor personally, but if the supervisor cannot be reached then a voicemail message shall be left at the supervisor's designated number.

9.2 Sick Leave.

Full-time, twelve (12) month instructional support employees shall be entitled to thirteen (13) paid sick leave days each school year, cumulative to a maximum of 260 days. Full-time ten (10) month instructional/food services support employees shall be entitled to ten and one half (10.5) paid sick leave days each school year, cumulative to a maximum of 260 days. For purposes of sick leave and emergency leave, an employee shall be considered full-time if regularly schedule to work 40 hours per week. Part-time instructional and food services support employees who are eligible to participate in the Illinois Municipal Retirement Fund under the 600 Hour Standard established, shall be granted ten (10) days of paid sick leave per year to be available July 1 each year. The unused sick leave shall be accumulated from year-to-year up to a maximum of 260 days. Paid sick leave shall be used only for personal illness, quarantine at home, or serious illness in the immediate family or household. Immediate family or household includes only parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. The Board may require physician's certificates as set forth in Section 24-6 of the School Code and examinations with respect to an employee's health as provided in Section 24-5 of the School Code. 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 to the employee by the end of July, shall also list the total amount of accumulated, unused sick leave days.

9.3 Emergency Leave.

All educational support personnel, food service, and fiscal services employees eligible for such leave shall be entitled to use two (2) of their paid sick leave days of each school year for paid emergency leave. Emergency leave may be used only for personal business which cannot be conducted during non-working hours or non-working days for religious holidays. The employee need not obtain permission, but must make application for emergency leave to the Assistant Superintendent or his/her designated representative at least 48 hours in advance of the leave, unless the emergency is such that this advance notice cannot be given. Employees may request two (2) additional days for the purpose of observing a religious holiday that falls on a scheduled work day. This written request

must include a substantiation of the holidays and be submitted to the Assistant Superintendent for approval no later than September 1. These days will be charged against the employee's sick leave, or the employee's pay will be docked for the time missed.

9.4 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 his designated representative 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.

9.5 Extended Illness Leave.

An employee who, due to personal illness or serious illness in the immediate family or household, has exhausted all available sick leave days may be granted by the Board an extended illness leave of absence, without pay for up to 60 additional consecutive working days upon reasonable demonstration of such extended personal illness or serious illness in the immediate family or household. The Board may require evidence of extended illness in the same manner as for paid sick leave use. The Board's decision on any leave request shall be in its sole discretion and shall not be subject to the grievance procedure.

9.6 Leave of Absence.

The Board may grant a leave of absence of not more than one school year, without pay. Applications for such leave must be submitted in writing to the Assistant Superintendent at least 60 days in advance of the beginning of the leave. The Board's decision on any leave request shall be made in the sole discretion of the Board and shall not be subject to the grievance procedure. The employee must notify the Assistant Superintendent by at least March 1 of the school term preceding the school term the employee is due to return to work from the leave or one month prior to the date the employee is due to return to work from the leave, whichever occurs first. If notification is not received and the date of notification has passed, the vacancy will be posted so the position can be filled at the end of the employee's leave of absence. Failure to so notify the Assistant Superintendent, in writing, shall constitute resignation of the employee effective at the end of the leave. An employee granted a leave may continue in the group medical insurance if he/she chooses at his/her own expense, by paying the full premium.

9.7 Child-Rearing Leave.

A child-rearing leave may be granted by the Board for a pregnant employee or an employee who is adopting/fostering a child. The leave must begin no later than the birth

of the child and end at the start of the following school term. The employee must apply for the leave in writing with the Assistant Superintendent at least 30 days, or as soon as possible, in advance of the anticipated birth/adoption/placement of the child. The employee must notify the Assistant Superintendent by at least March 1 of the school term preceding the school term the employee is due to return to work from the leave. Failure to so notify the Assistant Superintendent in writing shall constitute a resignation of the employee effective at the end of the leave. The Board's decision on any leave request shall be made in the sole discretion of the Board and shall not be subject to the grievance procedure.

9.8 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 School 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.

9.9 Leave Benefit Coverage.

Fringe benefits for employees on leaves with pay shall continue during the leave. Employees on unpaid leaves of absence shall not receive or accrue any Board-paid fringe benefits, except as provided in Section 9.6 and below. Health, medical and dental insurance and death benefits shall continue for employees while on extended illness or approved FMLA leave under the same provisions and conditions listed in Section 10.1. Employees on child-rearing leave may continue in the health, medical and dental insurance and death benefit programs at the employee's expense at the conclusion of an approved FMLA leave. Employees on any other unpaid leave may continue in the health, medical and dental insurance programs at the employee's expense, except as provided in 9.6 above.

9.10 Unpaid Family Medical Leave.

Eligible employees are entitled to twelve work weeks of unpaid family and medical leave during a twelve month period, measured forward from the date the employee's first leave begins, in accordance with the Family and Medical Leave Act of 1993, as amended. Time on leaves provided for in other sections of this agreement for purposes allowed by the FMLA shall be counted against the leave time which may be taken under the FMLA. Upon the conclusion of an approved leave, the employee will be restored to his or her former position or to an equivalent position.

9.11 Sick Day Pool.

Note: Employee means Leyden Support Council employee

- A. Members of the bargaining unit shall provide a substantial number of days to be utilized by the employees for a serious illness or accident when the need for sick days exceeds the number of days the employee has accumulated.
- B. The Sick Day Pool will be managed by a Board of Trustees. The Board of Trustees will be composed of three (3) employees, the Union President, the Assistant Superintendent, the Principal from the requesting employee's building and, depending on the requesting employee's position, the Educational Support Personnel Supervisor, Food Service Supervisor, or Fiscal Services Supervisor.
- C. An individual must be a Leyden Support bargaining unit employee in District No. 212 in order to be granted days from the sick day pool.

An individual must have contributed in the most recent request of the staff for sick days in order to draw from the pool.

An employee must have utilized all accumulated sick days before receiving a grant of days from the pool.

The sick leave pool is an emergency type procedure not intended to replace the IMRF permanent or temporary disability procedures.

An employee may not draw more than 90 days from the pool in any school year. Exceptions to this restriction may be granted if the Board and Union approve the exception.

An application form must be filed with the Board of Trustees by the employee before any days can be granted and must be submitted no later than five (5) days after the employee's sick leave has been exhausted. A medical report shall be included with the application. The Board of Education reserves the right to require a second medical opinion, at the Board of Education's expense, before any days are granted from the pool. Application forms will be available from building representatives and members of the Board of Trustees.

Decisions granting the use of days from the pool must have the approval of a majority of the Board of Trustees.

The Board of Trustees has the complete and final authority for the operation of the sick day pool.

- D. Voluntary contributions of not more than one day per year from the Leyden Support Council bargaining unit employees will create days available in the pool. Contributions by employees who work less than 8 hours per day will be made on a pro rata basis. Deductions for employees should be pro rata.

After the initial request, days will be added to the sick day pool in the following manner:

1. Whenever the total number of days in the pool reaches 50 or less.
2. During September of each school year a request will be made of the entire bargaining unit unless such a request would place the number of days in the pool over 200.
3. If a request is not made of the entire bargaining unit, then bargaining unit members who have not contributed to the pool shall have an opportunity to contribute to the sick day pool regardless of the number of days available in the pool.
4. Employees may donate up to five (5) unused sick days when they retire from the District's employment.

The Board of Trustees may ask an employee to furnish additional documentation or rationale beyond that supplied in the application before granting days from the pool.

As soon as the Board of Trustees has reached a decision on an application for a grant of days, the applicant shall be notified in writing, by the Union President. A copy of this notice shall be placed in the requesting employee's file.

Days donated by an employee to the pool may not be withdrawn. Days donated are recorded as consumed on the individual employee's official school record of accumulated sick leave. A report of days donated will be given to the Educational Support Personnel, Food Service, and Fiscal Services supervisors by October 15.

A complete record of the following items will be kept:

1. Names and number of days contributed by each employee.
2. Application(s) submitted by employees.
3. Number of days granted to all applicants.
4. Number of days utilized from the pool.
5. Number of days in the pool.

The Board of Trustees will submit an annual report to the Union Executive Board, Superintendent, and Board of Education.

ARTICLE X
FRINGE BENEFITS

10.1 Health, Medical and Dental Insurance.

A. The Board shall provide a medical and dental insurance program with coverages and benefits substantially the same to those set forth in Appendix A each insurance year. Medical and dental premiums, for single or family coverage, shall be paid on the basis of 80% District and 20% employee, subject to the following maximum annual employee premium limitations:

| | |
|-----------------|----------------------------------|
| 2009-2010 | \$1,000 single \$2,600 family |
| 2010-2011 | \$1,100 single \$2,800 family |
| 2011-2012 | \$1,150 single \$2,950 family |
| 2013-2014 | \$1,200 single \$3,050 family |

B. Unless otherwise agreed, Blue Cross/Blue Shield shall be the administrator or provider of the medical and dental insurance program. Premiums shall be calculated each year on the industry standard basis used by Blue Cross/Blue Shield or by such other provider used by the District if an agreement is reached to change providers.

C. 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

D. An Insurance Committee composed of employees appointed by the Union and Board shall be established. The Committee shall meet annually or as needed to review the District's insurance program and make recommendations to the Board and Union. Drug card options and an alternative PPO plan will be investigated by the committee, and a recommendation shall be made to the Board by April 1, 2010.

E. The Board will provide HMO coverage for the employees receiving insurance benefits as an alternative to PPO coverage. The premium contributions by the employee will be as provided above.

F. Effective at the beginning of the 2005-2006 school year, the District agrees to increase the scheduled work hours of the following nine (9) positions to 40 hours per week so that the employees occupying those positions shall be eligible to

receive medical and dental insurance and other fringe benefits generally available to regular, full-time 40 hour per week personnel:

- * Attendance Recorder (2 @ 38.75 hrs.);
- * Receptionist Clerk/Deans' Office (2 @ 37.5 hrs.);
- * Interpreter (2 @ 37.5 hrs.);
- * Student Attendance Supervisor (2 @ 37.5 hrs.); and
- * Study Hall Supervisor (1 @ 37.5 hrs.)

It is understood that two of the individuals currently employed in the above positions (Attendance Recorder/West and Interpreter/East) shall not have their work hours increased because of the application of the District Policy No. 4987 titled: "Employment of Relatives of Board Members, Administrators and Other Employees."

Effective at the beginning of the 2005-2006 school year, in connection with Phase II and some shifting of school-wide service time from certified to non-certified staff, the District shall make available an additional five (5) hours per week to employees who are regularly scheduled to work at least 35 hours per week. Unless otherwise agreed, eight (8) employees (four (4) per campus) shall have their weekly work hours increased to 40 hours per week, thereby allowing the employees occupying those positions to be eligible to receive medical and dental insurance and other fringe benefits generally available to regular, full-time 40 hour per week personnel. Seniority shall be the determining factor in identifying the above eight (8) employees who are eligible for a 40-hour per week work schedule unless the needs of the students or employee's schedule would preclude selection of the most senior employee.

10.2 Term Life Insurance.

The Board of Education shall provide term life insurance in the amount of \$25,000 for full-time 12-month employees. Full-time 10-month employees will receive the prorated benefit of \$20,000. Premiums will be paid by the Board.

10.3 Retirement Rights.

Upon retirement from the School District, and having met IMRF eligibility or other pension group, on or after age 55 and three (3) continuous years of full-time service at Leyden, a full-time 40 hour per week-employee, hired before January 1, 2010, 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.

Upon retirement from the School District, and having met IMRF eligibility or other pension group, on or after age 55 and ten (10) continuous years of full-time service at Leyden, a full-time 40 hour per week-employee, hired after January 1, 2010, 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.

10.4 Retirement Severance Pay.

Retirement severance will be given to all employees, hired before January 1, 2010, who are eligible for sick leave. A minimum of three (3) 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.

Retirement severance will be given to all employees, hired after January 1, 2010, 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.

10.5 Flexible Benefit Plan.

All members of the bargaining unit working twenty hours or more per week and 10 or 12 months per year 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.

10.6 New Employees and Fringe Benefits.

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

ARTICLE XI
OVERTIME

- 11.1** Overtime shall be any work performed after forty (40) hours actually worked per week, inclusive of sick, emergency, holiday, bereavement, or vacation leave. Overtime shall be paid at a rate of one and one-half times the employee's regular rate.
- 11.2** Any employee on overtime shall be entitled to a non-paid 15 minute break within each two hours of overtime worked. If the overtime exceeds four hours, the employee shall be entitled to a non-paid, duty free, 30 minute lunch.
- 11.3** Internal Substitution. Any employee substituting in a position with a higher classification than his/her own shall receive the higher pay grade commencing on the fifth (5th) consecutive working day in that position and for as long thereafter as he/she continues to substitute in that position. This section does not apply to those security employees who work in the maintenance department covered in Section 3.6.1.
- 11.4** Special Functions. Cafeteria employees shall be notified five (5) calendar days in advance of their need to work at special functions.
- 11.5** Employee Selection for Special Functions. Job openings for graduation and parent/teacher conferences shall be filled on a seniority basis of those expressing interest through written application in working such events.

ARTICLE XII
VACATION

12.1 Educational Support Personnel and Full-Time Food Service Employees

The vacation year shall be from January 1 through December 31 for 12-month, 40 hour per week employees. There will be no carry-over vacations from calendar year to calendar year. No vacations will be taken during the period from the week preceding the closing day of school and the week following the closing date of school, and from one week prior to the opening of school and one week following the opening of school. All vacations must be applied for, in writing, prior to the starting date of vacation. Notification will be given to the employee prior to the first day of vacation. Should there be duplication of requests, the Supervisor will determine, based upon District needs, which vacation will be granted. During the months school is in session, no more than four (4) 12-month employees per school and one per District office will be allowed to be on vacation at any one period of time, with the exception of spring and winter breaks and Institute Days at which time additional employees may be allowed to be on vacation. The supervisor shall make the final decision at the supervisor's sole discretion on the specific vacation period and number of employees on vacation based upon the work requirements of the District. During the months of June, July, and August, no more than one-third of the 12-month secretarial/clerical staff may be away on vacation at the same time. If too many sign up for the same period, it will be necessary to re-assign so there is approximately two-thirds of the staff on the job. If such re-assignments are necessary, the supervisor will make a judgment as to the work requirements of the District, and decide on vacation periods at the supervisor's sole discretion. Each regularly employed full-time 12-month, 40 hour per week employee shall be granted a vacation with pay as indicated by paragraphs 1 through 6 of this Article.

Full-time 40 hour per week, 10-month employees will receive vacation pay on a prorated basis at the close of the school year.

Twelve-month employees who work from 20-39 hours per week will receive unpaid vacation days. These vacation days may only be taken when classes are not in session and with the approval of the Educational Support Personnel Supervisor.

Vacation for eligible employees is earned as follows:

1. The opening day of school in the fall shall be the date that will determine an employee's years of service for establishing earned vacation except for those employees hired after September 12, 1991, whose date of hire will determine the years of service.
2. Less than one year, no vacation will be earned.
3. From 1 year through the completion of 5 years of employment, 10 working days of vacation shall be granted. (Prorated at .7 time for 10-month employees.)

4. Upon completion of six (6) full years of employment, earned by June 30, one extra day of paid vacation for each year of service shall be granted up through the tenth year. (Prorated at .7 time for 10-month employees.)
5. Upon completion of ten (10) full years of employment, earned by June 30, 15 working days of paid vacation shall be granted. (Prorated at .7 time for 10-month employees.)
6. Upon completion of fifteen (15) full years of employment, earned by June 30, 20 working days of paid vacation shall be granted. (Prorated at .7 time for 10-month employees.)

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, will not be permissible.

Unused Vacation. Unused vacation shall be paid to employees who are not returning for the next year's work, up to the full entitled vacation.

ARTICLE XIII
PAID HOLIDAYS

13.1 Paid Holidays.

Each full-time 40 hour per week and part-time employee who works 20-39 hours per week shall be granted the day off with pay on holidays or days observed as determined by the Board at the beginning of each school year, providing 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. The District agrees not to structure the school calendar to avoid paying 10-month employees holiday pay through the scheduling of teacher institute days, open house, and parent/teacher conferences. The foregoing definition of working day shall not be applicable to part-time, 10-month employees for the Christmas and New Year's Day holidays. For food service employees, a working day is defined as a day when kitchens are open. Authorized paid vacation and sick, emergency, and bereavement leave are considered working days as related to the above statement.

The number of paid holidays for all positions shall be as follows:

- Full-time 12 month Employees – 15 days/school year
- Part-time 12 month Employees – 6 days/school year
- Full-time 10 month Employees – 10 days/school year
- Part-time 10 month Employees – 6 days/school year
- Full-time Food Service Employees – 10.5 days/school year

At the beginning of each school year, the Assistant Superintendent shall notify all affected employees of the specific Board approved days that will be considered as paid holidays for the upcoming school year.

ARTICLE XIV
HOURLY WAGES

14.1 Hourly Wages.

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

| | 2009-2010 | 2010-2011 | 2011-2012 | 2012-2013 |
|------------------------|------------------|------------------|------------------|------------------|
| Grade 1-9 | 2.4% | 2.3% | 2.3% | 2.3% |
| Cook/Coordinator | 4.0% | 2.3% | 2.3% | 2.3% |
| Cook | 3.5% | 2.3% | 2.3% | 2.3% |
| Food Service Worker | 3.0% | 2.3% | 2.3% | 2.3% |
| Food Service Secretary | 3.0% | 2.3% | 2.3% | 2.3% |

The base hourly rates shall be as follows:

| | 2009-2010 | 2010-2011 | 2011-2012 | 2012-2013 |
|------------------------|------------------|------------------|------------------|------------------|
| Grade 1 | \$12.98 | \$12.98 | \$13.04 | \$13.04 |
| Grade 2 | \$13.77 | \$13.77 | \$13.84 | \$13.84 |
| Grade 3 | \$14.80 | \$14.80 | \$14.87 | \$14.87 |
| Grade 4 | \$15.73 | \$15.73 | \$15.81 | \$15.81 |
| Grade 5 | \$16.52 | \$16.52 | \$16.60 | \$16.60 |
| Grade 6 | \$17.64 | \$17.64 | \$17.73 | \$17.73 |
| Grade 7 | \$18.72 | \$18.72 | \$18.81 | \$18.81 |
| Grade 8 | \$20.12 | \$20.12 | \$20.22 | \$20.22 |
| Grade 9 | \$21.68 | \$21.68 | \$21.79 | \$21.79 |
| Cook/Coordinator | \$14.67 | \$14.67 | \$14.74 | \$14.74 |
| Cook | \$11.87 | \$11.87 | \$11.93 | \$11.93 |
| Food Service Worker | \$10.84 | \$10.84 | \$10.89 | \$10.89 |
| Food Service Secretary | \$14.10 | \$14.10 | \$14.17 | \$14.17 |

Employees who receive a grade change shall have the following adjustment made to their hourly wage:

| | Grade Adjustments |
|------------------|--------------------------|
| Grade 2 | \$1.17 |
| Grade 3 | \$1.26 |
| Grade 4 | \$1.20 |
| Grade 5 | \$1.12 |
| Grade 6 | \$1.50 |
| Grade 7 | \$1.31 |
| Grade 8 | \$1.87 |
| Grade 9 | \$2.12 |
| Cook/Coordinator | \$2.30 |
| Cook | \$0.90 |

A new employee's base hourly rate shall be no higher than a current employee with like experience as determined by the Assistant Superintendent.

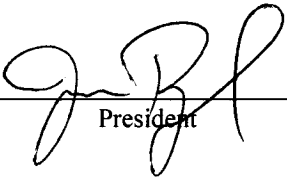
- 14.2** All employees shall be placed on grade and hourly wage according to the master list maintained by the Assistant Superintendent.
- 14.3** Retroactive to July 1, 2009, the hourly wage increases for the 2009-2010 school year shall be paid to each employee employed as of the effective date of this agreement. The retroactive paycheck will be paid to eligible employees following the formal ratification of this Agreement by the Board and the Union.
- 14.4** The support staff shall be paid on an every other Friday schedule as all other employees.

ARTICLE XV
TERMS OF AGREEMENT

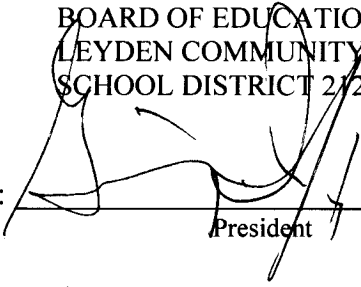
15.1 This Agreement shall become effective on December 10, 2009 and continue in effect through June 30, 2013.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals as of the day and year first above written.


LEYDEN SUPPORT COUNCIL,
WEST SUBURBAN TEACHERS' UNION
LOCAL NUMBER 571, IFT-AFT

By: 
President

BOARD OF EDUCATION
LEYDEN COMMUNITY HIGH
SCHOOL DISTRICT 212

By: 
President

Attest:

By: 
Secretary

Dated: 4/9/10

Dated: 4/15/10

APPENDIX A – HEALTH & DENTAL INSURANCE

| | | |
|--|--|---|
| Health Care Account (HCA) | | |
| HCA Employer Contribution for Individual /Family Coverage (Contract Year HCA, July 1 through June 30) | \$300 (increased from \$250 on 1/1/2010) | |
| Lifetime Comprehensive Major Medical Coverage | \$2,000,000 | |
| Deductible | PPO | Non-PPO |
| Common deductible for PPO and Non-PPO. Family deductible is a maximum of three individual deductibles. | Individual: \$150 per calendar year Family: \$450 per calendar year | |
| Out-of-Pocket Expense (OPX) Limitation The maximum amount of money an individual contributes toward covered medical services during any one calendar year, <u>excluding</u> the deductible. (Elective MSA copayment, charges in excess of the Scheduled Maximum Allowance and other benefits noted below with an asterisk (*) do not apply to the out-of-pocket limitation.) Family OPX limit is a maximum of three individual deductibles. | Individual: \$350 Family: \$1,050 | Individual: \$2,350 Family: \$7,050 |
| Hospital | PPO | Non-PPO |
| Inpatient Hospital Services Room allowance is based on the hospital's most common semi-private room rate. Pre-Admission Testing, Skilled Nursing Facilities, Hospice and Coordinated Home Health Care are also paid on the same basis. | 100% + | 80% + |
| Outpatient Surgery and Diagnostic Tests Includes X-rays, blood tests, CAT scans, MRIs, annual routine and diagnostic mammograms and PSA tests performed at a hospital. | 100% + | 80% + |
| Outpatient Hospital Service Including Radiation and Chemotherapy. | 100% + | 80% + |
| Hospital Emergency Medical/Accident Care Initial treatment in hospital of accidental injuries or sudden and unexpected medical conditions with severe acute symptoms. If an inpatient admission occurs, MSA must be contacted within two business days or benefits will be reduced. | 100% + after \$50 copay* | 100% + after \$50 copay* |
| Mental Health and Chemical Dependency Services (Payment for Professional Services will be based on SMA-Schedule of Maximum Allowances) | | |
| Maximum Lifetime Benefits Mental Health & Chemical Dependency Outpatient Mental Health & Chemical Dependency (30 visits/calendar year) Inpatient Mental Health & Chemical Dependency (30 visits/calendar year) Serious Mental Health Services Outpatient Mental Health (60 visits/calendar year) Inpatient Mental Health (45 days/calendar year) Additional Outpatient Visits for Speech Therapy for Treatment of Pervasive Developmental Disorders (20 visit/calendar year) Are Mental Health and Chemical Dependency combined? Yes | Plan Lifetime Maximum 60% * 100% +* Same as any other illness | Plan Lifetime Maximum 50% * 80% +* Same as any other illness |
| Professional Services: Payments are based on the Schedule of Maximum Allowances. PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services excluding your deductible and any co-insurance. Non-PPO providers do not accept the Schedule of Maximum Allowances as payment in full. You will be liable for any difference between the physician's charge and our payment. Applies to all physician charges for inpatient services and outpatient surgery and diagnostic. | | |

| | PPO | Non-PPO |
|---|---|-----------------------------|
| Well Adult Care (age 16 and over) Coverage for routine office visits including the exam and routine diagnostic tests received or ordered on the same day as the office visit. For out-of-network coverage, the deductible, and coinsurance apply | 100% + after \$20 copay* | 80% |
| Well Child Care (to age 16) Coverage for routine office visits including the exam, immunizations and routine diagnostic tests. For out-of-network coverage, the deductible, and coinsurance apply. | 100% + | 80% |
| Medical/Surgical Benefits or Inpatient Physician Services Includes radiologist's, anesthesiologist's and surgeon's charges. | 100% + | 90% + |
| Medical Care: All physician charges other than for inpatient services and outpatient surgery/diagnostic. | 80% | 70% |
| Chiropractic/Muscle Manipulation Services: | 80% | 70% |
| Independent Lab Services, including diagnostic X-ray and lab | 100% + | 90% + |
| Physical, Speech, and Occupational Therapy | 80% | 70% |
| Durable Medical Equipment and Prosthetics (Rental price covered up to the purchase price) | 80% | 70% |
| Other Covered Services | | |
| <ul style="list-style-type: none"> • Ambulance Services • Blood and blood components • Leg, arm, back, and neck braces • Private duty nursing • Oxygen (includes administration) • Surgical dressings, casts and splints • Naprapathic Services • Prescription Drugs | | 80% |
| Mail Order Prescription Drugs * | | |
| Prescription maintenance drugs paid at 100% after copayment. Provides up to a 90 day supply of maintenance drugs used on a continuous basis for treatment of chronic health conditions. Drugs must be purchased through mail order. | | 100%+ after \$20 copay * |
| Basic Provisions | | |
| Medical Services Advisory (MSA): | Notification required prior to all elective admissions. Emergency and Obstetric Admissions: Notification required within 2 working days of admittance. If employee elects not to notify MSA Advisor or follow advice given, hospital benefits will be reduced by \$1,000. | |
| Transplant Coverage: | Cornea, Kidney, bone marrow, heart valve, heart, heart/lung, pancreas, and pancreas/kidney, muscular-skeletal or parathyroid human organ or tissues. Transplants are paid as any other condition but must have prior procedural and facility approval by MSA. | |
| Vision: | Subscriber and all covered family members are eligible for substantial discounts on eye examinations, prescription lenses and eyewear at participating vision centers. To find the nearest location, call the Vision Care Service Center at 1-877-393-8844. | |
| Dependent Eligibility: | To age 26. | |
| Coordination of Benefits: | This program coordinates benefits with other group plans. | |
| <p>* Does not apply to out-of-pocket expense limitation. + Deductible does not apply Coinsurance amounts, except as otherwise noted, apply to the PPO Out-of-Pocket Expense Limitation. <i>Note: This sheet only highlights the general program. Specific program details are contained in the Master Policy issued to the Group.</i> <i>Effective Date: July 1, 2009</i> <i>Rev: January 14, 2010</i></p> | | |

BlueCare[®] DENTAL

TRADITIONAL PLAN \$2,000

Group # P22600



BlueCross BlueShield
of Illinois

The following is a list of common services available through the BlueCare[®] Traditional Plan. This fee-for-service plan allows the member the freedom to choose a provider without network requirements.

15.1.2 HIGHLIGHT SHEET

| Benefits | Benefit Level |
|---|--|
| Benefit Period Maximum (Calendar Year) | \$2,000 |
| Deductible | N/A |
| Dependent Coverage | Spouse and unmarried dependents up to age 26 |
| Preventive Services Dental Exams (2 exams per benefit period) Prophylaxis (2 cleanings per benefit period) Fluoride Treatment (to age 19) Dental X-rays Space Maintainers (to age 19) | 80% of the Usual and Customary |
| Emergency Services Emergency Exams Treatment for the relief of pain | 80% of the Usual and Customary |
| Primary Services Routine Fillings (amalgams and resins) Endodontics – root canals – apicoectomy – direct pulp caps – hemisection Periodontics – scaling and root planing – gingivectomy – periodontal maintenance – osseous surgery Oral Surgery – extractions, except as excluded under “Special Limitations” Recementing of Crowns and Bridges | 80% of the Usual and Customary |
| Major Services Inlays, Onlays and Crowns (other than temporary crowns) Full and Partial Dentures Bridges Crown, Bridge and Denture Repairs Denture Adjustments, Rebasing and Relining | 80% of the Usual and Customary |
| Orthodontics Coverage for dependent children (to age 19) | 50% of the Usual and Customary (Lifetime Max \$800) |

Please note: This information only provides highlights of this program. Please see the BlueCare Dental Traditional Certificate for additional benefit information. A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent License of the Blue Cross and Blue Shield.