



# **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**

**Agreement Extension  
July 1, 2022 through June 30, 2024**

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## **AGREEMENT**

This Agreement extension 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 1**  
**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 services 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,
- Communications Assistant,
- Fiscal Services personnel,
- Educational Support Personnel, Fiscal Services, and Food Services 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.

**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 2**  
**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 slowdown, 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 3**  
**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. Authorized dues deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are initiated by the Union. In the event that an employee revokes his/her dues, in accordance with the terms in which he/she authorized the dues and deduction, the Union will notify the Board after the close of the revocation window. 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 Assistant Superintendent's 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 currently work twelve (12) months by working in the maintenance department in a Custodian position during non-school days and breaks will be grandfathered to remain twelve (12) month employees. Grandfathered security may opt to work 10 months and shall not thereafter return to 12-month status.

3.6.2 Custodial Pay Rate. Security employees who work in the maintenance department in custodial positions shall be paid at their security pay rate.

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 at time of hire:

- (1) Blazer (Graduation)
- (5) Shirts (long-sleeved)
- (5) Shirts (short-sleeved)
- (2) Pair of Pants
- (1) Tie
- (1) Name Badge
- (1) Track Jacket for indoor use
- (1) Cold weather jacket with clearly identifiable Leyden Security and reflective markings for outdoor assignments

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.

### **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 Services Supervisor shall review these requests and notify the coordinator(s) of his/her determination as to whether the request has been approved. Any extra time or overtime needed to service these functions shall be dispensed by seniority on a rotating basis; to all employees by position within job category required to service the function.
- 3.7.4 10-month employees will shorten their work hours to support students during final exams, standardized testing days, and with testing accommodations, with the exception of the first two days of final exams for the first semester, and the first day of final exams for the second semester. During the remaining final exam days, any additional work time beyond the shortened work schedule, must be approved by an administrator prior to working any additional hours.

During final exams and testing days, the employees in the position of Food Services Worker 1 will be assigned by seniority on a rotating basis.

- 3.7.5 In the event of an e-Learning Day, 10-month employees will not report to work and may choose to use an available emergency day or dock day.

As stated in Article 9.3, employees are entitled to use three (3) of their paid sick leave days of each school year for paid emergency leave. In the event of an E-Learning day, 10-month employees may elect to take a fourth (4th) emergency day. This day will be charged against the employee's sick leave. If the employee does not have any available sick leave, he/she will receive a dock day. If additional E-Learning days occur, the employee will have to choose between any remaining emergency day(s) or a dock day as indicated above.

### **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.

If a current employee is not hired for the position, and if the employee completes a written request, the district will provide an explanation of why the employee was not hired for the position and will provide the employee with the score they received on any objective test if one was administered.

### **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.

### **3.11 Food Services Uniform**

Food Services 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 at time of hire:

- (5) Shirts (short-sleeved)
- (3) Pair of Pants

In addition to the above, the District will assume responsibility for the replacement of uniform articles damaged or worn. The District will also replace the aforementioned uniforms when the Administration determines they need to be replaced.

## **ARTICLE 4** **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. When possible, disciplinary meetings shall be held during the employee's regularly scheduled work hours. 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 twelve (12) 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 5** **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 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.

The Superintendent shall notify the Union in writing of the plan for any reduction in force (honorable dismissal and/or reduction in hours) at least thirty (30) days before the Board takes final action on the reduction in force. The Union shall be provided with an opportunity to meet with the Superintendent and then with the Board in closed session to discuss the plan and its impact before the Board takes final action. The requirements of this paragraph do not apply to reductions in force due to unforeseen reductions in the

student population for which a minimum five-day notice is required under Section 10-23.5 of the School Code.

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

**CLERICAL OFFICE**

Attendance Recorder  
Cashier/Bookstore Manager  
Clerk/Administration Office  
Media Center Assistant  
Receptionist-Clerk/Deans' Office  
Student Attendance Supervisor  
Telephone Receptionist

**IN-SCHOOL SUSPENSION (ISS) FACILITATOR**

In-School Suspension (ISS) Facilitator

**MATH CENTER**

Math Coach

**REGISTRAR**

Registrar

**SECRETARIAL**

Clerical Support Pool  
Director of Careers and Community Outreach Secretary  
Duplicating/Clerical Support Pool  
Educational Support Personnel Secretary  
Food Services Secretary  
Health Care Aide Office's Secretary  
Special Education Secretary  
Student Services Secretary  
Student Supports Secretary

**STUDENT SUPERVISOR I**

Study Hall Supervisor

**STUDENT SUPERVISOR II**

Inside/Outside Security

**TEACHER AIDE**

Bilingual Tutor  
Interpreter  
Interpreter/Bilingual Aide  
Literacy Aide  
Special Education Teacher Assistant  
Special Education Teacher Assistant – Job Coach

**THEATER PRODUCTIONS MANAGER**

Theater Productions Manager

**VIDEO PRODUCTION SPECIALIST**

Video Production Specialist

**WRITING CENTER**

Writing Coach

**FOOD SERVICES WORKER I**

Food Services Worker

**FOOD SERVICES WORKER II**

Cook  
Cook/Coordinator

**5.5** Transfer due to Reduction in Force/Position Elimination

If an employee bumps to a new position at a higher grade level, that employee will receive an increase equal to the amount listed in the grade adjustment chart in section 14.1 of the contract.

An employee that bumps to a position with a lower grade level will have his/her pay frozen for the remainder of the current school year. After this period of pay freeze, the employee will receive a decrease equal to the amount listed in the grade adjustment chart in section 14.1.

**ARTICLE 6**  
**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. After this period of pay freeze, the employee's hourly rate will be adjusted according to the grade adjustment chart in section 14.1. Nothing within this clause limits the rights of the Board with respect to reduction in force under Article V.

**ARTICLE 7**  
**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 8**  
**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.

## **ARTICLE 9**

### **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 Services 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 educational 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 educational/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 scheduled to work 40 hours per week. Part-time educational 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, step-parents, spouse, brothers, sisters, children, step-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 services, and fiscal services employees eligible for such leave shall be entitled to use three (3) 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, each employee shall be entitled to not more than three (3) work 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.**

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 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 or Food Services Supervisor.
- C. An individual must be a Leyden Support bargaining unit employee in District 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. However, if an individual has contributed two (2) days in the

current school year to the pool, the employee may remain eligible to draw from the pool during that school year.

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 30 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 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 42 or less, unless this occurs after March 1<sup>st</sup> of the school year, at which point no employee may be granted more than 10 days per request. A person may request additional days after the initial request
2. During the first six weeks 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 documentation or rationale beyond that supplied in the application before granting days from the pool.

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 Services, 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.

### **9.12 Professional Growth for the Union Executive Board Members**

A total of three (3) days per school year shall be provided to the Union Executive Board to attend Union sponsored professional growth conferences and/or workshops. **These days may be used by executive board members of the Support Staff or Teachers' union.** The union shall be responsible for all costs and fees for attending such events, with the exception of the cost of providing a substitute teacher which shall be paid by the Board. These days shall be considered as School Business in the employee management system.

**ARTICLE 10**  
**BENEFITS**

**10.1 Health, Medical and Dental Insurance.**

The Board shall provide a medical and dental insurance program with coverage substantially the same to those set forth in Appendix B – Health & Dental Insurance each insurance year. Medical and dental premiums, for single or family coverage, shall be paid on the basis of the total plan costs as follows:

2022-2024	83% paid by District 212 and 17% paid by employee
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Unless otherwise agreed, Blue Cross/Blue Shield shall be the administrator or provider of the medical insurance program and MetLife shall be the administrator or provider for the dental insurance program. Premiums shall be calculated using the actual claim costs added to plan administration fees (fixed costs). The claim costs from the previous March 1 through February 28 (12 month period) are used in the calculations as provided by Blue Cross/Blue Shield or by such other provider used by the District if an agreement is reached to change such providers. Please see Appendix A for a medical calculation example.

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

The Insurance Committee including two support staff annually appointed by the Union and two administrators annually appointed by the Board and a maximum of two staff members from each of the other affected employee groups shall meet twice annually or as needed to review the District’s insurance program and make recommendations to the Board. All recommendations presented to the Board will include information related to the opinion of each committee member. The Union President or his/her designee shall be provided with all relevant and non-confidential information from the District and/or the District’s Healthcare consultant necessary for the operation of the Insurance Committee.

If the District becomes subject to a tax or penalty in the nature of a Cadillac Plan Excise Tax (either directly for self-insured coverage or indirectly through an insurer for fully-insured coverage) under the Affordable Care Act for any calendar year, the members participating in a medical/dental plan to which the Cadillac Plan Excise Tax applies (or the specific coverage option to which the Cadillac Plan Excise Tax applies, if the Cadillac Plan Excise Tax does not apply to all coverage options under such plan) shall reimburse the District for the full amount of the Cadillac Plan Excise Tax through an automatic corresponding increase in the member share of the insurance premium for that calendar year. This premium increase will be in addition to the increase provided for above and will not be subject to the premium caps set forth.

## **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 \$25 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 \$25 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 Benefits.**

New full-time employees shall have an 89 day waiting period before applicable benefits shall be in effect. These shall be limited to health, dental, and term life insurance.

## **10.7 Retirement Incentive Program**

The following retirement program will be an option for employees who meet the following eligibility requirements.

### Eligibility Requirements

1. The employee must have at least 15 years of continuous IMRF service credit while in the District and must be eligible to retire under the provisions of the Illinois Municipal Retirement Fund.
2. The employee must provide a written notice of resignation and intent to retire to the Assistant Superintendent no later than fifteen (15) months prior to resignation/retirement date. This notice is irrevocable.
3. No employee shall receive a total increase in earnings in their final year of employment in excess of 6% such that the employee's earnings subjects the Board to an accelerated payment penalty from IMRF.

### Retirement Program

4. The employee will receive a maximum 5% increase on their annual yearly projected wages in lieu of the increase the employee would otherwise be entitled under this contract. This would not include overtime/extra time or other compensation outside of the normal duties for their position. The calculation is based on the last full school year worked.
5. The 5% retirement benefit will be spread over the employees's paychecks for the last four months of their employment.
6. By mutual agreement between the Board and the employee, an employee's resignation and retirement may be rescinded, on a non-precedential, case-by-case basis. The reason for such an agreement must be a major life-altering event such as the death of a spouse, divorce between the employee and spouse, or serious illness of the employee or spouse.
7. If legislation is enacted or administrative rules or interpretations adopted during the life of this agreement that adversely affects the Board's obligations or employee's rights under any of the benefits set forth in this section, the parties agree to meet within 30 days of the passage of the legislation to reopen and renegotiate the provision and the impact on any and all employees and the Board.

**ARTICLE 11**  
**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 (5<sup>th</sup>) consecutive working day, retroactive to the first 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. If less than five (5) calendar days notice is given, the cafeteria employee may decline the assignment.
- 11.5 Employee Selection for Special Functions and Summer Work related to Employees Covered by this Agreement. Special functions/summer work for graduation, parent/teacher conferences, book pick-up, residency checks, vacation coverage, and summer mailings shall be filled on a seniority basis from those expressing interest through written application which will be requested at the end of each school year. Selections will begin with employees in the same position by building seniority, then RIF category by building seniority.

Special functions and summer work scheduled ahead will use the written application above and email communication for filling position(s). When additional work is immediate, phone calls will be made first to those holding the same position by building seniority and thereafter to those in the same RIF category by building seniority. If there is no answer/decline of the work offered, a call will be made to the next senior member. If no response/acceptance from employees in the same position or category, a substitute not covered by this Agreement can be hired to perform the work.

The district will offer extra time and overtime to current qualified employees before hiring outside temporary or substitute workers for positions covered under this Agreement.

**ARTICLE 12**  
**VACATION OR ADDITIONAL COMPENSATION**

**12.1 Educational Support Personnel and 12-Month Employees**

The vacation year shall be from July 1 through June 30 for 12-month, 40 hour per week employees. There will be no carry-over vacations from fiscal year to fiscal 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.

Twelve-month employees who work from 20-29 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. From date of hire through June 30<sup>th</sup>, vacation will be prorated.
3. From 1 year through the completion of 5 years of employment, 10 working days of vacation shall be granted.
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 fifteenth full years of employment, 20 working days of paid vacation shall be granted.

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.

12-month part time employees who work from 30-39 hours weekly. 12-month part time employees who work from 30-39 hours weekly receive vacation days accrued the same as other 12-month employees. Half of the earned days will be paid vacation with the approval of the Educational Support Personnel Supervisor.

10-month full-time employees who transfer from a full-time 10-month position to a 12-month full-time position, shall retain their years of service for purposes of calculating vacation days.

#### Extra Time and Overtime Selection Process

The selection of overtime and /or extra time will be based on the RIF category (which the work stems from or is most similar to), by building, by seniority, on a rotating basis. For some events/work options, additional categories would be offered the extra work if the first category isn't interested before all support at the building, by seniority. If the employee is unable to take the overtime/extra time because the work option falls during their normal work hours, the next work opportunity would be offered to that employee before asking the next employee on the seniority list. All district events where security is required; every effort will be made to have an equal amount of security from each campus. Only work related and/or generated from an employee position under this contract will follow the selection process above.

As stated in section 3.7.1, only 12-month staffs' summer, spring, and winter break hours will be consistent with District office personnel.

## **12.2 Educational Support Personnel and Food Services 10-Month Full-Time Employees**

Full-time 40 hours per week, 10-month employees hired before November 1, 2018 will receive additional compensation as set forth below on a prorated basis at the close of the school year. Employees hired after November 1, 2018, will not be eligible for this benefit.

Additional compensation 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 compensation except for those employees hired after September 12, 1991, whose date of hire will determine the years of service.
2. Less than one (1) year, no compensation will be earned.
3. From one (1) year through the completion of five (5) years of employment, seven (7) working days of compensation shall be granted.

4. Upon completion of six (6) full years of employment, earned by June 30, and subsequently each year through year fifteen (15) .7 extra day of earned compensation will be granted at which point the employee will have accrued a maximum of fourteen (14) days of additional compensation.

**ARTICLE 13**  
**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 services 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
- Theater Productions Manager – May float holidays with the prior approval of the Educational Support Personnel Supervisor. In addition, the Educational Support Personnel Supervisor may assign floating holiday(s) based on District needs.

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 14**  
**HOURLY WAGES**

**14.1 Hourly Wages.**

For the following school years, each employee will receive the following wage increases:

2022 - 2023 3.0% plus \$0.10 per hour  
2023 - 2024 3.0% plus \$0.10 per hour

The base hourly rates shall be as follows for the term of this contract:

	<b>Base for 2021-2022</b>		<b>Base for 2022-2023</b>	<b>Base for 2023-2024</b>
Food Services Worker	\$12.20		\$13.50	\$14.25
Grade 1	\$14.55		\$14.69	\$14.84
Grade 2	\$15.45		\$15.60	\$15.76
Grade 3	\$16.60		\$16.75	\$16.92
Grade 4	\$17.60		\$17.77	\$17.95
Grade 5	\$18.50		\$18.68	\$18.87
Grade 6	\$19.70		\$19.89	\$20.09
Grade 7	\$20.90		\$21.10	\$21.31
Grade 8	\$22.45		\$22.67	\$22.90
Grade 9	\$24.20		\$24.44	\$24.68

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

	<b>Grade Adjustments</b>
Grade 2	\$1.20
Grade 3	\$1.30
Grade 4	\$1.35
Grade 5	\$1.40
Grade 6	\$1.50
Grade 7	\$1.60
Grade 8	\$2.00
Grade 9	\$2.00

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

If any of the following changes to Illinois law take effect during the term of the agreement and are not offset by revenue increases: (a) the Board’s revenue from local property taxes is limited more severely than is currently the case under the Property Tax Extension Limitation Law or (b) the Board is faced with a successful voter-initiated referendum, the hourly \$.10 increase for 2022-2023 and 2023-2024 will cease with sixty (60) days’ notice to the employees.

**14.2 Longevity Program**

An employee who has worked for the district for ten (10) consecutive years will receive longevity compensation as set forth below. Longevity shall be earned based on the employee’s anniversary date of hire. It is an annual non-compounding compensation to be paid in equal installments on December 15 and June 30 of the year in which it is earned. Employees participating in the Retirement Program shall receive both installments in one lump sum post retirement. This benefit is based on the following:

<b>Years of Service</b>	<b>12-Month</b>
10 – 14 years	\$500
15 – 19 years	\$750
20 – 24 years	\$1250
25 +	\$1500

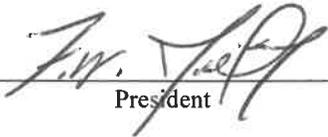
<b>Years of Service</b>	<b>10-Month</b>
10 – 14 years	\$350
15 – 19 years	\$525
20 – 24 years	\$875
25 +	\$1,050

**ARTICLE 15**  
**TERMS OF AGREEMENT**

**15.1** This Agreement shall become effective on July 1, 2022 and continue in effect through June 30, 2024.

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: 5-28-2021

Dated: 6/17/2021

*Appendix A – Health & Dental Insurance and Calculation*



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately.**

**This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-828-3116 or at

<https://policy-srv.box.com/s/6e0sh3f9m46j8hv9qcm0qc2sq4226iva>.

For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at [www.healthcare.gov/sbc-glossary/](http://www.healthcare.gov/sbc-glossary/) or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
<b>What is the overall deductible?</b>	\$300 Individual/\$700 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
<b>Are there services covered before you meet your deductible?</b>	Yes. Certain <u>preventive care</u> , <u>prescription drugs</u> and emergency room services are covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>Cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="http://www.healthcare.gov/coverage/preventive-care-benefits/">www.healthcare.gov/coverage/preventive-care-benefits/</a> .
<b>Are there other deductibles for specific services?</b>	No.	You don't have to meet <u>deductibles</u> for specific services.
<b>What is the out-of-pocket limit for this plan?</b>	For <u>In-Network</u> : \$400 Individual/\$1,100 Family For <u>Out-of-Network</u> : \$2,400 Individual/\$7,100 Family <u>Prescription drug</u> expense limit: \$750 Individual/\$2,250 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
<b>What is not included in the out-of-pocket limit?</b>	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
<b>Will you pay less if you use a network provider?</b>	Yes. See <a href="http://www.bcbsil.com">www.bcbsil.com</a> or call 1-800-828-3116 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
<b>Do you need a referral to see a specialist?</b>	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% <u>coinsurance</u>	30% <u>coinsurance</u>	Virtual Visits: \$10/visit; <u>deductible</u> does not apply. See your benefit booklet* for details.
	Specialist visit	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Preventive care/screening/immunization	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u> ; <u>deductible</u> does not apply	Preauthorization may be required; see your benefit booklet* for details.
	Imaging (CT/PET scans, MRIs)	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u> ; <u>deductible</u> does not apply	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at <a href="http://www.bcbsil.com">www.bcbsil.com</a>	Generic drugs	\$5 <u>copay</u> /prescription (retail) \$10 <u>copay</u> /prescription (mail order); <u>deductible</u> does not apply	\$5 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	34-day supply at Retail 90-day supply at Mail Order  Rx Out-of-Pocket Expense Limit: \$750 Individual/\$2,250 Family
	Preferred brand drugs	\$20 <u>copay</u> /prescription (retail) \$40 <u>copay</u> /prescription (mail order); <u>deductible</u> does not apply	\$20 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	Dispensing limit may apply to certain drugs.  For Out-of-Network drug provider, you are responsible for 25% of the eligible amount after the <u>copay</u> .
	Non-preferred brand drugs	\$40 <u>copay</u> /prescription (retail) \$80 <u>copay</u> /prescription (mail); <u>deductible</u> does not apply	\$40 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	Certain women's <u>preventive services</u> will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service.
	Specialty drugs	\$150 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	Not Covered	<u>Specialty drug</u> coverage based on group policy. Prior <u>authorization</u> may be required. Specialty retail limited to a 30-day supply.

\* For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/6e0sh3f9m46j8hv9qcm0qc2sq4226iva>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u> ; <u>deductible</u> does not apply	<u>Preauthorization</u> may be required.
	Physician/surgeon fees	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u> ; <u>deductible</u> does not apply	None
If you need immediate medical attention	<u>Emergency room care</u>	\$150 <u>copay</u> /visit; <u>deductible</u> does not apply	\$150 <u>copay</u> /visit; <u>deductible</u> does not apply	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	<u>Preauthorization</u> may be required for non-emergency transportation; see your benefit booklet* for details.
	<u>Urgent Care</u>	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u> ; <u>deductible</u> does not apply	None
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u> ; <u>deductible</u> does not apply	<u>Preauthorization</u> required.
	Physician/surgeon fees	No Charge; <u>deductible</u> does not apply	10% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u> ; <u>deductible</u> does not apply	Virtual Visits: \$10/visit; <u>deductible</u> does not apply. <u>Preauthorization</u> may be required. See your benefit booklet* for details.
	Inpatient services	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u> ; <u>deductible</u> does not apply	<u>Preauthorization</u> required.
If you are pregnant	Office visits	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>coinsurance</u> , or <u>deductible</u> may apply. Maternity care may include tests and service described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% <u>coinsurance</u>	30% <u>coinsurance</u>	
	Childbirth/delivery facility services	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u> ; <u>deductible</u> does not apply	None

\* For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/6e0sh3f9m46j8hv9qcm0qc2sq4226iva>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	No Charge; deductible does not apply	20% coinsurance; deductible does not apply	Preauthorization may be required.
	Rehabilitation services	20% coinsurance	30% coinsurance	Preauthorization may be required.
	Habilitation services	20% coinsurance	30% coinsurance	
	Skilled nursing care	No Charge; deductible does not apply	20% coinsurance; deductible does not apply	Preauthorization may be required.
	Durable medical equipment	20% coinsurance	30% coinsurance	Benefits are limited to items used to serve a medical purpose. DME benefits are provided for both purchase and rental equipment (up to the purchase price). Preauthorization may be required.
	Hospice services	No Charge; deductible does not apply	20% coinsurance; deductible does not apply	Preauthorization may be required.
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	None
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

**Excluded Services & Other Covered Services:**

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
<ul style="list-style-type: none"> <li>Acupuncture</li> <li>Cosmetic surgery</li> <li>Dental care (Adult)</li> </ul>	<ul style="list-style-type: none"> <li>Long term care</li> <li>Routine eye care (Adult)</li> </ul>	<ul style="list-style-type: none"> <li>Routine foot care (with the exception of person with diagnosis of diabetes)</li> <li>Weight loss programs</li> </ul>

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
<ul style="list-style-type: none"> <li>Bariatric surgery</li> <li>Chiropractic care</li> <li>Hearing aids</li> </ul>	<ul style="list-style-type: none"> <li>Infertility treatment</li> <li>Most coverage provided outside the United States. See <a href="http://www.bcbsil.com">www.bcbsil.com</a></li> </ul>	<ul style="list-style-type: none"> <li>Non-emergency care when traveling outside the U.S.</li> <li>Private-duty nursing (with the exception of inpatient private duty nursing)</li> </ul>

\* For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/6e0sh3f9m46j8hv9qcm0qc2sq4226iva>.

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-828-3116, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform), or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-800-828-3116 or visit [www.bcbsil.com](http://www.bcbsil.com), or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at 1-877-527-9431 or visit <http://insurance.illinois.gov>.

**Does this plan provide Minimum Essential Coverage? Yes**

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

**Does this plan meet the Minimum Value Standards? Yes**

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

**Language Access Services:**

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-828-3116.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-828-3116.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-828-3116.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-828-3116.

*To see examples of how this plan might cover costs for a sample medical situation, see the next section.*

About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$300
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 0%
- Other coinsurance 20%

This EXAMPLE event includes services like:

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

<b>Total Example Cost</b>	<b>\$12,700</b>
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In this example, Peg would pay:

Cost sharing

<u>Deductibles</u>	\$300
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$100

*What isn't covered*

Limits or exclusions	\$60
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<b>The total Peg would pay is</b>	<b>\$460</b>
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**Managing Joe's Type 2 Diabetes**

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$300
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 0%
- Other coinsurance 20%

This EXAMPLE event includes services like:

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable Medical Equipment (*glucose meter*)

<b>Total Example Cost</b>	<b>\$5,600</b>
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In this example, Joe would pay:

Cost sharing

<u>Deductibles</u>	\$300
<u>Copayments</u>	\$40
<u>Coinsurance</u>	\$60

*What isn't covered*

Limits or exclusions	\$20
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<b>The total Joe would pay is</b>	<b>\$420</b>
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**Mia's Simple Fracture**

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$300
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 0%
- Other coinsurance 20%

This EXAMPLE event includes services like:

- Emergency room care (*including medical supplies*)
- Diagnostic test (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

<b>Total Example Cost</b>	<b>\$2,800</b>
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In this example, Mia would pay:

Cost sharing

<u>Deductibles</u>	\$300
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$100

*What isn't covered*

Limits or exclusions	\$0
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<b>The total Mia would pay is</b>	<b>\$400</b>
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The plan would be responsible for the other costs of these EXAMPLE covered services.



## Plan Design for: Leyden High Schools District 212

**Original Plan Effective Date: July 1, 2016**

**Network: PDP Plus**

The Preferred Dentist Program was designed to help you get the dental care you need and help lower your costs. You get benefits for a wide range of covered services — both in and out of the network. The goal is to deliver affordable protection for a healthier smile and a healthier you.

Coverage Type:	In-Network <sup>1</sup> % of Negotiated Fee <sup>2</sup>	Out-of-Network <sup>1</sup> % of R&C Fee <sup>3</sup>
Type A - Preventive	80%	80%
Type B - Basic Restorative	80%	80%
Type C - Major Restorative	80%	80%
Type D - Orthodontia	50%	50%
<b>Deductible</b>		
Individual	\$0	\$0
Family	\$0	\$0
<b>Annual Maximum Benefit:</b>		
Per Individual	\$2000	\$2000
<b>Orthodontia Lifetime Maximum - Ortho applies to Child Only</b>	Child to age 19	
	\$800 per Person	\$800 per Person
<b>Dependent Age:</b>	Eligible for benefits until the day that he or she turns 26.	
<p>1. "In-Network Benefits" refers to benefits provided under this plan for covered dental services that are provided by a participating dentist. "Out-of-Network Benefits" refers to benefits provided under this plan for covered dental services that are not provided by a participating dentist.</p> <p>2. Negotiated fee refers to the fees that participating dentists have agreed to accept as payment in full, subject to any copayments, deductibles, cost sharing and benefits maximums. Negotiated fees are subject to change.</p> <p>3. Out-of-network benefits are payable for services rendered by a dentist who is not a participating provider. The Reasonable and Customary charge is based on the lowest of:</p> <ul style="list-style-type: none"> <li>the dentist's actual charge (the 'Actual Charge'),</li> <li>the dentist's usual charge for the same or similar services (the 'Usual Charge') or</li> <li>the usual charge of most dentists in the same geographic area for the same or similar services as determined by MetLife (the 'Customary Charge'). For your plan, the Customary Charge is based on the 90th percentile. Services must be necessary in terms of generally accepted dental standards.</li> </ul>		