

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF EDUCATION  
of  
FRANKFORT COMMUNITY UNIT SCHOOL  
DISTRICT NO. 168

AND



TEAMSTERS, AUTOMOTIVE, PETROLEUM,  
AND ALLIED TRADES  
LOCAL UNION NO. 50

*Affiliated with the International Brotherhood  
of Teamsters*

Custodians

July 1, 2021 – June 30, 2024

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## AGREEMENT

This Agreement is made and entered into by and between the FRANKFORT COMMUNITY UNIT SCHOOL DISTRICT NO. 168 of West Frankfort, Illinois, hereinafter called the “Employer”, and the TEAMSTERS, AUTOMOTIVE, PETROLEUM, AND ALLIED TRADES LOCAL UNION NO. 50, affiliated with the International Brotherhood of Teamsters, hereinafter called the “Union”.

### ARTICLE I RECOGNITION

The Employer recognizes the Union as the bargaining agency for the regular custodians and combination custodians of said Local Union No. 50 in its employ with regard to wages, hours, and other conditions of employment.

### ARTICLE II UNION SECURITY

Section 1. The Board shall not negotiate individually with any employee covered by this agreement as to wages, hours, terms, and conditions of employment.

Section 2. During the term of the Agreement, the Board agrees not to modify, change, or eliminate any past practices or policies affecting or impacting the employees covered by this Agreement without prior consent of the Union.

### ARTICLE III SENIORITY

Seniority rights for the regular custodians shall prevail, provided ability and performance are substantially equal. Seniority shall prevail district-wide in bargaining unit. In case of a

layoff, the last person hired shall be the first laid off. In case of a vacancy, a seniority bid shall be posted.

ARTICLE IV  
LEAVES OF ABSENCE

All regularly employed custodians shall receive sick leave with full pay at the rate of thirteen (13) days per year. Upon the hiring of a new custodian, their allotted sick leave days shall be on pro-rata basis through June 30 of the school year hired. Three (3) personal days per year may be taken for personal, legal, business, household, or family matters which require absence during the scheduled work day. Application for such leave shall be made at least forty-eight (48) hours in advance. Four (4) days per year, not accumulative from year to year, will be allowed for bereavement in the case of funeral for immediate family, which is defined as the following: mother, father, grandparents, grandchildren, sister, brother, husband, wife, or child; and mother, father, grandparents, grandchildren, sister, or brother of the spouse of an employee; or any person with whom the employee makes his or her actual home.

A leave of absence shall be granted with the written approval of the Superintendent and the Board.

ARTICLE V  
DUES AND FEES CHECK-OFF

Section 1. Dues Deduction. The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by the Illinois Labor Relations Act, 5 ILCS 315/1 or by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

Each month, the Employer shall notify the Union of all bargaining unit personnel changes, including new hires, promotions, demotions, reallocations, superior performance increases, layoffs, reemployments, transfers, leaves, returns from leave, suspensions, discharges, and terminations, and all changes of non-bargaining unit personnel who are performing bargaining unit work on a continuing basis. In addition, the Employer shall furnish the Union every ninety (90) days the

current seniority rosters and reemployment lists, applicable under the seniority provisions of this Agreement.

The Union shall be permitted to offer a brief orientation of a new bargaining unit employee for the purposes of being introduced to the Union steward, and for the Union to distribute a copy of the Union contract and to explain the union benefits to the new bargaining unit employee. The Employer shall inform the Union of the date, time, and location of the Union's participation within this Section. Such attendance by employees shall be on a voluntary basis and without loss of pay for the employees involved.

Upon receipt of a written authorization from an Employee, which written authorization shall be irrevocable except in accordance with the terms under which an Employee voluntarily authorized said deduction, the Employer agrees to deduct Union dues from the pay of each employee covered by the Agreement and to submit the same with an itemized statement showing the amount deducted for each employee on a monthly basis to the Union. The Union shall inform the Employer of the amount to be deducted. The Union will provide to the Employer verification that an employee has authorized deductions for dues, assessments, or fees. Employees may express such authorization by any legally binding means under State or federal law. The Parties acknowledge and agree that the term "written authorization" and any similar terms used in this Agreement include authorizations created and maintained by use of electronic records or signatures consistent with State and federal law.

Section 2. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice certification, affidavit, or assignment furnished under any of such provisions.

ARTICLE VI  
GRIEVANCE PROCEDURE

Step 1. Should a grievance arise, the employee shall take the grievance to the Principal of the building and the head custodian.

Step 2. If the grievance cannot be settled between the employee and the Principal of the building with the head custodian, the employee shall reduce the grievance to writing and submit it to the Superintendent for decision.

Step 3. If the employee does not agree with the decision of the Superintendent, he/she may request in writing, a hearing before the Employer with a Union representative.

Step 4. Should the Superintendent and the Board of Education fail to arrive at a satisfactory adjustment with the Union, the matter shall be referred to arbitration within ten (10) days. Either party shall file a request with the Illinois Mediation and Conciliation Service of the Illinois Department of Labor. The decision of the Arbitrator shall be final and binding upon the employer and the Union. Expenses incident to the services of the Arbitrator shall be borne equally by the Employer and the Union. The Union will not pursue arbitration without prior approval from the Teamsters Local Union No. 50 Executive Board.

Complaints of the employee regarding his/her discharge will be handled promptly according to the grievance procedure provided in Article VI. Such complaints shall be filed in writing within ten (10) working days of the discharge, and the Employer must review and render its decision of the case within ten (10) working days after receipt of same.

ARTICLE VII  
PROGRESSIVE DISCIPLINE

Disciplinary actions instituted by the employer shall be for reasons based upon the employee's failure to fulfill his/her responsibilities as an employee. Where the employer believes just cause exists to institute disciplinary action, the employer shall use the following sequence:

- 1<sup>st</sup> incident    Verbal warning – noted in file
- 2<sup>nd</sup> incident    Written warning or Reprimand
- 3<sup>rd</sup> incident    One (1) to five (5) days of unpaid suspension
- 4<sup>th</sup> incident    Termination

Exception to the above procedure would be a situation of gross misconduct when the sequence and necessity of the steps would be determined by the Superintendent depending upon the circumstances. Examples of gross misconduct would include, but not be limited to, criminal activity, sexual misconduct, illegal substance abuse or alcohol use while on duty, theft, and fraud.

ARTICLE VIII  
NO STRIKE

Section 1. It is hereby agreed by the Union and the employees that are members of said Union that they shall not strike nor engage in any picketing concerning any grievance between the parties, nor shall there be any “lock-out” engaged in by the Employer.

Section 2. Custodians shall not be disciplined or terminated for not crossing a legal picket line.

ARTICLE IX  
HOURS OF WORK

Section 1. The guaranteed hours of work shall be eight (8) hours per day and forty (40) hours per week. All hours worked by the Employee in excess of eight (8) hours per day and forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate. Time and one-half shall be paid for all work performed on Saturdays and double time for all work performed on Sundays.

Section 2. All custodians shall have two (2), ten (10) minute breaks daily with pay, one (1) in the a.m. and one (1) in the p.m.

Section 3. Snow days accrue only if snow days are worked, and such accrued snow days shall be taken as floating holidays throughout the year with the approval of the building Principal.

Section 4. Overtime will be paid for cleanup as a result of substandard efforts of volunteers during facility rental or approved activity outside the realm of school activities. Such overtime must be approved by Maintenance Supervisor in advance

ARTICLE X  
HOLIDAYS

All employees shall receive eight (8) hours pay at their regular hourly rate for the following holidays, without working on such holidays:

Independence Day (4 <sup>th</sup> of July)	New Year's Eve
Labor Day	New Year's Day
Columbus Day	M.L. King's Birthday
Federal Election Day (even-numbered years)	Lincoln's Birthday
Veterans' Day	Pulaski's Birthday
Thanksgiving Day	Friday before Easter
Friday after Thanksgiving	Memorial Day
Christmas Eve	Juneteenth National Independence Day
Christmas Day	

Section 1. If holiday waivers are approved by the State of Illinois for the above listed holidays, said day shall be changed to floating holidays to be taken during Christmas or Easter breaks.

Section 2. Time and one-half shall be paid all work performed on Saturday and double time for all work performed on Sundays or holidays (in addition to regular holiday pay).

ARTICLE XI  
VACATION

Section 1. The vacation period shall be during the regular school vacation of each year, with due regard to the seniority and preference of the employee, consistent with the efficient operation of the schools, and the vacation schedule shall be approved by the building Principal.



Section 2. Any employee with less than twelve (12) months employment shall receive .75 vacation days per month. Employees with twelve (12) to one hundred twenty (120) months of employment shall receive two (2) weeks' vacation; and employees with one hundred twenty (120) months or more employment shall receive three (3) weeks' vacation with pay.

Section 3. Vacation time may be granted during the school year. The request must be submitted two (2) weeks prior for approval to the building Principal. Vacation time will be granted by seniority and be consistent with the efficient operation of the schools. Custodians will not be allowed to use vacation time two (2) weeks prior to the beginning of the year.

ARTICLE XII  
STEWARD

The Union shall be represented by a Steward who is appointed by the Business Agent to represent the members of the bargaining unit.

ARTICLE XIII  
HEALTH AND WELFARE

Effective May 4, 2014, the Frankfort CUSD #168 shall contribute to Central States Health and Welfare Fund seventy-five percent (75%) of the weekly premiums as defined in the Participation Agreement as follows:

	<u>Single</u>	<u>Family</u>
7/2021	\$200.30/week	\$448.40/week
06/30/22	\$182.60/week*	\$475.30/week*
06/28/23	\$229.30/week*	\$513.30/week*

\*Not to exceed

ARTICLE XIV  
RETIREMENT

Section 1. The employees herein mentioned shall come within the benefits of the Illinois Municipal Retirement Fund.

Section 2. When an eligible custodian desires to retire, **an irrevocable letter of retirement must be submitted to the unit Superintendent no later than 90 days prior to the year entering their respective retirement plan.**

All parties mutually agree that the total payment of any increase in employee compensation pursuant to the Agreement is limited to the portion of the payment that does not cause the School District to incur an IMRF accelerated payment penalty pursuant to IMRF rules, including rules that impose an “accelerated payment” on any “excess earnings” in the employee’s final rate of earnings (FRE) period, as defined in applicable IMRF rules and regulations. Should any final rule or regulation or any legislation be enacted that should cause the District to have to pay any additional contributions or payments constituting a penalty to IMRF on account of the Retirement incentive provided herein, then this provision shall immediately become void. Moreover, the Retirement Incentive award program provided herein shall expire at the end of this Agreement, unless both parties mutually agree to extend its terms in a subsequent collective bargaining agreement.

Section 3. Employees currently meeting IMRF retirement eligibility qualifications (at least 55 years of age with at least 8 years of IMRF service if in Tier I / 10 years of IMRF Service if in Tier II) prior to the ratification date of this Agreement shall be exempt from the four (4) year notification. Those situated employees must submit an irrevocable letter of retirement to the Unit Superintendent no later than 90 days from the expected date of retirement.

Section 4. The Board shall make available to qualifying staff members the following retiring staff member salary enhancement program:

A custodian seeking retirement may, at the time he/she announces their intent to retire, elect to be paid 45% of the unused portion of his/her accumulative sick and personal leave, up to a maximum of 180 days, and additional sick and personal leave accumulated at his/her regular salary rate. The retiring custodian may select a four-year, three-year, two-year, or a one-year retirement plan.

The portion of this sick leave severance pay which would increase the retiring custodian’s total annual salary by 6% or more in the last 4 years of this plan, regardless as to whether the custodian selects either a three, two or one-year plan, will be paid to the custodian as severance pay within the timeframe set forth below. Any step movement, longevity, or negotiated raise as per the collective bargaining agreement would be applied first to each year of the retirement plan before the employee’s earned sick leave severance pay would be used to maximize above mentioned percentages.

**An irrevocable letter of retirement must be submitted to the unit Superintendent no later than 90 days prior to the year entering their respective retirement plan.** The remaining portion, if there is any, shall be paid to the retiring custodian on the first payday post-retirement.

Any custodian that modifies their retirement plan and the District is subjected to a IMRF penalty; the cost of said penalty shall be paid by the custodian.

The percentage bumps delineated in above, shall be applied to the previous year’s total reported earning to IMRF for the custodian. In no event shall a custodian receive more than the percentages stated in above for the following year(s). Any sum payable to a custodian that exceeds a 6% increase over the custodian’s compensation from the prior year shall be paid to the custodian as severance pay after the custodian receives his/her last paycheck from the district used in calculating the custodian’s IMRF retirement annuity. The severance payment shall be made on the first payday post-retirement and will not result in the district paying any present value payments to IMRF on severance payment.

ARTICLE XV  
WAGES

Employees of this Agreement shall be paid as follows:

	2021-2022	2022-2023	2023-2024
Year1	\$16.18 per hour	\$16.93 per hour	\$17.68 per hour
Year 2	\$16.81 per hour	\$17.56 per hour	\$18.31 per hour
Year 3	\$17.66 per hour	\$18.41 per hour	\$19.16 per hour
Year 4	\$22.71 per hour	\$23.46 per hour	\$24.21 per hour
Year 5	\$24.26 per hour	\$25.01 per hour	\$25.76 per hour
Year 6+	\$25.91 per hour	\$26.66 per hour	\$27.41 per hour

A one-time COVID-related merit payment of \$500.00 will be paid to all employees covered by this agreement.

Section 1. There shall be a differential of \$0.50 per hour for any shift beginning after 11:00 a.m.

Section 2. Personnel working at more than one building shall receive \$200.00 per year travel allowance.

Section 3. At the request of the Union, consideration may be given to new hire custodians who have prior substitute service with the School District for purposes of placement on the new hire progression.

Section 4. Any employee who is receiving a higher rate of pay, who is enjoying a more favorable working conditions, and is receiving better fringe benefits than is provided for in this Agreement, shall not suffer a reduction in his rate of pay or a change in his working conditions or fringe benefits as a result of this Agreement.

ARTICLE XVI  
MISCELLANEOUS

Section 1. Any policies not covered in the Agreement shall be in accordance with the existing policies of the Employer.

Section 2. The Employer does hereby authorize the Teamsters Local Union No. 50 to prepare a letter to all prospective new custodians for the purpose of advising of the activities of the Union. Said letter is to be distributed by the Union before each new employee is hired on a permanent basis.

Section 3. Pay sheets: The District will provide Pay Sheets at the beginning of the school year to clearly explain employee's wages, sick/personal days, holiday pay, etc.

ARTICLE XVII  
TERMINATION OF AGREEMENT

This Agreement shall become effective July 1, 2021, and shall remain in effect from year to year thereafter, unless written notice of termination or desired modification is given at least sixty (60) days prior to the expiration date of June 30, 2024, by either of the parties hereto. The Board and the Union are to negotiate in good faith until a successor Agreement is reached and ratified by both parties.

For the District:

For the Union:

\_\_\_\_\_  
School Board President

\_\_\_\_\_  
Jason Ashmore, Secretary/Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pat Nichols, President

\_\_\_\_\_  
Date