

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*

Cooks

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/Board”, and 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 Teamsters Union, Local 50, as exclusive bargaining representative for all employees described in this Agreement.

### ARTICLE II UNION SECURITY

Section 1. The bargaining unit shall consist of all employees in any of the schools or facilities of the Board performing the duties of cook or cook’s helper on either a part-time or full-time basis.

Section 2. The Board shall not negotiate individually with any employee covered by this agreement as to wages, hours, terms, and conditions of employment.

Section 3. 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. In addition, any part-time cook who substitutes for a full-time cook for thirty (30) or more consecutive days will receive holiday pay for any subsequent holiday during such extended substitution.

ARTICLE III  
DUES 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 IV

##### SENIORITY

Section 1. The Board and Union agree that seniority as defined in this Agreement shall be the sole and controlling factor for all promotions, transfers, layoffs, re-employment and bidding.

Section 2. Seniority shall be accrued within two separate classifications: full-time cooks or cook's helpers and part-time cooks or cook's helpers.

Section 3. Seniority shall be defined as the length of continuous service to the Employer and shall be applied district-wide in the bargaining unit. Upon employment, each employee shall receive a seniority date, which shall be the date the Board approved his/her employment.

Section 4. Continuous service shall not be broken and shall continue to accumulate during an approved leave of absence or disability.

Section 5. If a position or job is abolished, an employee may exercise his/her seniority to "bump" a less senior employee, with any bumped employee being able to exercise the same bumping right until the least senior employee is laid off. Failure of an employee to exercise his/her bumping rights does not negate the employee's seniority.

Section 6. Decreases in the number of employees covered by this Agreement shall be made in reverse order of seniority with the least senior employee being laid off first.

Section 7. Part-time cooks shall be promoted to vacant full-time cook, and full-time cook to head cook openings on the basis of seniority as a cook in the District. Placement shall be subject to a sixty (60) day probationary period, at the end of which a committee consisting of the cook supervisor, building principal, Superintendent, employee desiring promotion, and a Union Representative shall decide whether said cook shall remain in the position of promotion as a full-time cook or head cook, as the case may be.

Section 8 In the event that any employee should call in or need to be off work, part-time employees will be called on to fill the vacancy. In cases of long term disability of thirty (30) calendar days or more, full-time positions will be filled by a part-time employee after five (5) working days.

Section 9. Vacant cook's position will be filled providing a resignation, termination, or retirement has been received and processed.

## ARTICLE V HOURS OF WORK

Section 1. The normal work-day for all positions shall be weekdays (i.e. Monday through Friday).

Section 2. Full-time cooks shall be scheduled for seven (7) hours per day.

Section 3. Employees regularly scheduled to work six hundred (600) hours or more per year will receive full-time benefits.

Section 4. Part-time cooks shall be scheduled for at least three (3) hours per day.

Section 5. Overtime shall be paid for any work performed beyond thirty-seven and a half (37 ½) hours per week, upon prior approval of cook supervisor and/or principal.

Section 6. Overtime shall be paid at one and a half (1 ½) times the employee's rate of pay.

Section 7. Part-time cooks and helpers shall receive full-time cook's hourly rate of pay when substituting for full-time cooks.

Section 8. All full-time employees covered under this Agreement shall have two (2), fifteen (15) minute breaks daily, to be taken separately or consecutively.

Section 9. All part-time employees covered under this Agreement shall have one (1), ten (10) minute break daily.

ARTICLE VI  
HOLIDAYS

Section 1. The following holidays shall be observed by the Board as paid holidays for all full-time employees covered by this contract:

Labor Day	New Year's Eve
Columbus Day	New Year's Day
Federal Election Day (even-numbered years)	M. L. King's Birthday
Veteran's Day	Lincoln's Birthday
Thanksgiving Day	Pulaski's Birthday
Friday after Thanksgiving	Friday before Easter
Christmas Eve	Memorial Day
Christmas Day	

Section 2. The following holidays shall be observed by the Board as paid holidays for all part-time employees covered by this contract:

Labor Day	New Year's Day
Federal Election Day (even-numbered years)	Lincoln's Birthday
Thanksgiving Day	Friday before Easter
Christmas Day	

Section 3. If holiday waivers are approved by the State of Illinois for the above listed holidays, employees shall be paid for working the holiday.

Section 4. If full-time cooks have more than three (3) years seniority and have approval in advance with the Administration, they may take one (1) floating holiday during the school year. If full-time cooks have more than five (5) years seniority and have approval in advance with the Administration, they may take two (2) floating holidays during the school year.

ARTICLE VII  
WAGES

Employees of this Agreement shall be paid the following rates:

	2021-22	2022-23	2023-24
Head Cook	\$20.07 per hour	\$20.82 per hour	\$21.57 per hour
7-Hour Cook	\$18.42 per hour	\$19.17 per hour	\$19.92 per hour
3-Hour Cook	\$16.75 per hour	\$17.50 per hour	\$18.25 per hour

In the event of school cancellations, cooks shall be notified no later than 5:30 a.m. by text or by phone call that school will not be in session. If the cook is not notified, the employee will be compensated for three (3) hours of work at the regular rate.

A one-time COVID-related merit payment of \$400.00 will be paid to all employees covered by this agreement.

ARTICLE VIII  
HEALTH AND WELFARE

All full-time employees covered by this Agreement shall be eligible to receive Major Medical and Hospital coverage for themselves and their dependents in the medical plan in force and effect. The Board will pay seventy-five percent (75%) of the premium.

ARTICLE IX  
SICK/PERSONAL/FUNERAL DAYS LEAVE OF ABSENCE

Section 1. The sick and personal days for all employees of this Agreement shall be maintained the same as other employees of the Board. Each employee will receive three (3) personal days



and thirteen (13) sick days per school year. Upon the hiring of a new Cook, their allotted sick leave days shall be on a pro-rata basis through June 30 of the school year in which they are hired.

Section 2. Any cook of Frankfort Community Unit School District No. 168 may be excused for whatever number of days necessary for the funeral of his/her immediate family. Any days in excess of four (4) days will be charged to sick leave. 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.

Section 3. A leave of absence shall be granted with the written approval of the Superintendent and the Board.

## ARTICLE X RETIREMENT

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

Section 2. When an eligible cook 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 cook 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 cook 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 cook's total annual salary by 6% or more in the last 4 years of this plan, regardless as to whether the cook selects either a three, two or one-year plan, will be paid to the cook 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 cook on the first payday post-retirement.

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

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

ARTICLE XI  
TRAINING

If a position requires a new skill that the incumbent does not possess, the incumbent shall be offered the opportunity to gain the necessary training at the Board's expense. When requested by the District, the District shall cover the cost for training of employees for certification purposes. The District will incur the cost of any physical examination required for continuous employment.

ARTICLE XII  
GRIEVANCE PROCEDURE

Section 1. Should a grievance arise, the employee shall take his grievance to the principal of the building and head cook.

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

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

Section 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.

Section 5. It is hereby agreed by the Union and the employees of said Union that they shall not strike nor engage in any picketing concerning any grievance between the parties, nor shall there be any "lockout" engaged in by the Employer.

ARTICLE XIII  
PROGRESSIVE DISCIPLINE

Regarding discipline procedures, a "Progressive Discipline Plan" shall be instituted in the following manner:

- First Incident - Verbal warning - noted in personal file
- Second Incident - Written Warning
- Third Incident - Three-day suspension
- Fourth Incident - Termination

ARTICLE XIV  
NO STRIKE/NO LOCKOUT

Section 1. The Union guarantees that there shall be no strike or withholding of services during the term of this Agreement.

Section 2. No changes in working conditions, not provided for within this Agreement and within the scope of negotiations under Illinois law, shall be made except after negotiations and agreement with the Union.

Section 3. Employees shall not be subject to discharge or discipline for refusing to cross a picket line established by a local union who is on strike.

ARTICLE XV  
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 XVI  
MISCELLANEOUS

A pay sheet will be provided at the beginning of each school year to clearly explain employee wage, sick/personal days and holiday pay, etc.

ARTICLE XVII  
TERMINATION OF AGREEMENT

Section 1. This Agreement shall become effective July 1, 2021, and shall remain in effect 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.

Section 2. 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 (Cooks):

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date