

COLLECTIVE BARRAINING AGREEMENT

BETWEEN

The Board of Education of Frankfort Community Unit School District #168

and

The West Frankfort Aides Council, Local #6124

2022-2023

2023-2024

2024-2025

TABLE OF CONTENTS

Article I - Recognition.....1

Article II - No Strike/Bargaining Guarantees .....1

Article III - Grievance Procedures .....1

Article IV - Seniority.....1

Article VI - Discipline.....1

Article VII - Holidays .....1

Article IX - Probationary Employees.....1

Article X - Evaluation Procedure .....1

Article XI - Probationary Employees.....1

Article XII - Termination .....1

## AIDES AGREEMENT

### ARTICLE I – RECOGNITION

The Board of Education of FRANKFORT COMMUNITY UNIT SCHOOL DISTRICT NO. 168, West Frankfort, Illinois, (hereinafter referred to as the "Board" or the "Employer") recognizes the Local #6124, IFT/AFT/AFL-CIO (hereinafter referred to as the "Union") as exclusive bargaining representative for all Aides.

### Article II – NO STRIKE / BARGAINING GUARANTEES

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

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.

The Board shall not negotiate individually with any employee covered by the Agreement except as to the assignment of hours.

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

### ARTICLE III – GRIEVANCE PROCEDURES

Definition: A grievance is a complaint involving a work situation or a complaint that there has been a deviation from, misinterpretation of, or misapplication of a practice or policy; or a complaint that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

Should a grievance arise, the employee shall take his/her grievance to the principal of the building.

If the grievance cannot be settled between the employee and the Principal of the building, the employee shall reduce his/her grievance to writing and present it to the superintendent within 7 days of the meeting with the building principal. The Superintendent shall render their decision to the grievant and the union, in writing within 7 days of the grievance being submitted to the Superintendent.

If the employee does not agree with the decision of the Superintendent, he/she may request in writing a hearing before the Board of Education with a Union Representative. The Board of Education shall meet with the grievant and his/her representative within 30 days of such a request. The Board of Education shall communicate its decision to the grievant and the union within 10 days after the meeting between the parties.

Should the Union and Board of Education fail to arrive at a satisfactory adjustment, the matter shall be referred to arbitration within ten (10) days. Either party shall file a request with the American Arbitration Association. 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

**ARTICLE IV- SALARY/HOURS/BENEFITS**

Employees covered by this agreement shall be compensated using the following scale:

**2022-2023**

<b>YEARS</b>	<b>6.5 HOURS</b>	<b>(Hourly Rate)</b>	<b>7.0 HOURS</b>	<b>(Hourly Rate)</b>	<b>7.5 HOURS</b>	<b>(Hourly Rate)</b>
0	19,372.66	15.85	20,945.78	15.85	22,316.80	15.85
1	<b>20,778.25</b>	<b>17.00</b>	<b>22,465.50</b>	<b>17.00</b>	<b>23,936.00</b>	<b>17.00</b>
2	20,778.25	17.00	22,465.50	17.00	23,936.00	17.00
3	<b>25,056.13</b>	<b>20.50</b>	<b>27,090.75</b>	<b>20.50</b>	<b>28,864.00</b>	<b>20.50</b>
4	25,056.13	20.50	27,090.75	20.50	28,864.00	20.50
5	25,056.13	20.50	27,090.75	20.50	28,864.00	20.50
6	25,056.13	20.50	27,090.75	20.50	28,864.00	20.50
7	25,056.13	20.50	27,090.75	20.50	28,864.00	20.50
8	25,056.13	20.50	27,090.75	20.50	28,864.00	20.50
9	<b>26,583.94</b>	<b>21.75</b>	<b>28,742.63</b>	<b>21.75</b>	<b>30,624.00</b>	<b>21.75</b>
10	26,583.94	21.75	28,742.63	21.75	30,624.00	21.75
11	26,583.94	21.75	28,742.63	21.75	30,624.00	21.75
12	26,583.94	21.75	28,742.63	21.75	30,624.00	21.75
13	26,583.94	21.75	28,742.63	21.75	30,624.00	21.75
14	26,583.94	21.75	28,742.63	21.75	30,624.00	21.75
15	<b>27,195.06</b>	<b>22.25</b>	<b>29,403.38</b>	<b>22.25</b>	<b>31,328.00</b>	<b>22.25</b>
16	27,195.06	22.25	29,403.38	22.25	31,328.00	22.25
17	27,195.06	22.25	29,403.38	22.25	31,328.00	22.25
18	27,195.06	22.25	29,403.38	22.25	31,328.00	22.25
19	27,195.06	22.25	29,403.38	22.25	31,328.00	22.25
20	27,195.06	22.25	29,403.38	22.25	31,328.00	22.25
21	<b>28,111.75</b>	<b>23.00</b>	<b>30,394.50</b>	<b>23.00</b>	<b>32,384.00</b>	<b>23.00</b>

**2023-2024**

<b>YEARS</b>	<b>6.5 HOURS</b>	<b>(Hourly Rate)</b>	<b>7.0 HOURS</b>	<b>(Hourly Rate)</b>	<b>7.5 HOURS</b>	<b>(Hourly Rate)</b>
0	21,714.53	17.85	23,472.75	17.85	25,016.78	17.85
1	<b>23,113.50</b>	<b>19.00</b>	<b>24,985.00</b>	<b>19.00</b>	<b>26,628.50</b>	<b>19.00</b>
2	23,113.50	19.00	24,985.00	19.00	26,628.50	19.00
3	<b>27,371.25</b>	<b>22.50</b>	<b>29,587.50</b>	<b>22.50</b>	<b>31,533.75</b>	<b>22.50</b>
4	27,371.25	22.50	29,587.50	22.50	31,533.75	22.50
5	27,371.25	22.50	29,587.50	22.50	31,533.75	22.50
6	27,371.25	22.50	29,587.50	22.50	31,533.75	22.50
7	27,371.25	22.50	29,587.50	22.50	31,533.75	22.50
8	27,371.25	22.50	29,587.50	22.50	31,533.75	22.50
9	<b>28,891.88</b>	<b>23.75</b>	<b>31,231.25</b>	<b>23.75</b>	<b>33,285.63</b>	<b>23.75</b>
10	28,891.88	23.75	31,231.25	23.75	33,285.63	23.75
11	28,891.88	23.75	31,231.25	23.75	33,285.63	23.75
12	28,891.88	23.75	31,231.25	23.75	33,285.63	23.75
13	28,891.88	23.75	31,231.25	23.75	33,285.63	23.75
14	28,891.88	23.75	31,231.25	23.75	33,285.63	23.75
15	<b>29,500.13</b>	<b>24.25</b>	<b>31,888.75</b>	<b>24.25</b>	<b>33,986.38</b>	<b>24.25</b>
16	29,500.13	24.25	31,888.75	24.25	33,986.38	24.25
17	29,500.13	24.25	31,888.75	24.25	33,986.38	24.25
18	29,500.13	24.25	31,888.75	24.25	33,986.38	24.25
19	29,500.13	24.25	31,888.75	24.25	33,986.38	24.25
20	29,500.13	24.25	31,888.75	24.25	33,986.38	24.25
21	<b>30,412.50</b>	<b>25.00</b>	<b>32,875.00</b>	<b>25.00</b>	<b>35,037.50</b>	<b>25.00</b>

2024-2025

YEARS	6.5 HOURS	(Hourly Rate)	7.0 HOURS	(Hourly Rate)	7.5 HOURS	(Hourly Rate)
0	24,147.53	19.85	26,102.75	19.85	27,819.78	19.85
1	<b>25,546.50</b>	<b>21.00</b>	<b>27,615.00</b>	<b>21.00</b>	<b>29,431.50</b>	<b>21.00</b>
2	25,546.50	21.00	27,615.00	21.00	29,431.50	21.00
3	<b>29,804.25</b>	<b>24.50</b>	<b>32,217.50</b>	<b>24.50</b>	<b>34,336.75</b>	<b>24.50</b>
4	29,804.25	24.50	32,217.50	24.50	34,336.75	24.50
5	29,804.25	24.50	32,217.50	24.50	34,336.75	24.50
6	29,804.25	24.50	32,217.50	24.50	34,336.75	24.50
7	29,804.25	24.50	32,217.50	24.50	34,336.75	24.50
8	29,804.25	24.50	32,217.50	24.50	34,336.75	24.50
9	<b>31,324.88</b>	<b>25.75</b>	<b>33,861.25</b>	<b>25.75</b>	<b>36,088.63</b>	<b>25.75</b>
10	31,324.88	25.75	33,861.25	25.75	36,088.63	25.75
11	31,324.88	25.75	33,861.25	25.75	36,088.63	25.75
12	31,324.88	25.75	33,861.25	25.75	36,088.63	25.75
13	31,324.88	25.75	33,861.25	25.75	36,088.63	25.75
14	31,324.88	25.75	33,861.25	25.75	36,088.63	25.75
15	<b>31,933.13</b>	<b>26.25</b>	<b>34,518.75</b>	<b>26.25</b>	<b>36,789.38</b>	<b>26.25</b>
16	31,933.13	26.25	34,518.75	26.25	36,789.38	26.25
17	31,933.13	26.25	34,518.75	26.25	36,789.38	26.25
18	31,933.13	26.25	34,518.75	26.25	36,789.38	26.25
19	31,933.13	26.25	34,518.75	26.25	36,789.38	26.25
20	31,933.13	26.25	34,518.75	26.25	36,789.38	26.25
21	<b>32,845.50</b>	<b>27.00</b>	<b>35,505.00</b>	<b>27.00</b>	<b>37,840.50</b>	<b>27.00</b>

Any aide that is assigned to enter and keep track of hours specifically for Medicare reimbursement will be given a stipend of \$250 at the end of the school year as long as the year was started and finished by the designated aide.

Any aide that does not meet the requirement of "Highly Qualified" has one school year to meet those requirements.

Any aide that fails to become qualified will be dismissed by the Board of Education at the end of school year and retains no seniority rights.

(One year of service is defined as being employed before January 1 of the current school year.)

All full-time employees covered by this Agreement shall come within the benefits of the Illinois Municipal Retirement Fund.

The Frankfort Community Unit School District #168 will refund the cost of any exam that is utilized to meet the requirements for the employee to become "Highly Qualified" one time. For reimbursement, a statement of expenses must be submitted to the office of the Superintendent.

**Hours:**

The normal work days for all positions shall be weekdays (i.e. Monday through Friday).

Work performed outside the normal work schedule that does not qualify for overtime pay shall be paid at the employee's regular rate of pay and shall be on a voluntary basis only.

Overtime shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate of pay when specified by the Building Principal or District Superintendent. (i.e. overtime equals all Saturday/Sunday work, work in excess of eight (8) hours on a given day, and/or work in excess of forty (40) hours in a given week).

**Temporary Employees:**

Temporary Employees shall be defined as those employees who are employed less than 75 continuous calendar days in a school year. If said employee continues employment beyond the 75 continuous calendar days, the employee becomes a regular full time employee covered by all the terms and conditions of this agreement, retroactive to the first day of employment in that position.

**Insurance:**

All Teacher Aides that work more than 20 hours per week are eligible to receive Major Medical and Hospital coverage for themselves and their dependents under the medical plan in force and effect. The Board will pay 75% of the premium.



**School Sponsored Activities:**

The District shall provide a District Employee Card that will admit without charge the employee and his/her immediate family (that resides with the employee) to all school sponsored activities, exclusive of the Mid-Winter Classic and state tournament series.

Newly Hired Aides that are hired after the start of the school year, will have their sick time and personal time prorated based on hiring date.

**Professional Development:**

The district shall work with the union to develop or find professional development opportunities that aides shall complete on school institute days. Aides shall also be given time, if available on these days after professional development, to complete annual training courses required for employment.

**Retirement Bonus:**

When an employee has determined that they wish to retire, he/she may be entitled to a bonus. To be eligible for the bonus the employee must meet the following criteria:

1. Employee must be 55 years of age prior to their retirement date.
2. Employee must have obtained (20) years of IMRF credit service in the Frankfort Community Unit School District #168.
3. If an employee plans to retire, he/she must notify the Board in writing. This written notice will serve as an irrevocable letter of retirement.
4. If the above criterions are met, the support employee shall receive a retirement bonus of \$7000. This bonus can be spread out no more than the last 4 years of service. However, the employee cannot receive more than a 6% raise in any of their last 4 years. Any of the \$7000 that was not used towards retirement incentive will be given to the employee after their date of retirement.

**ARTICLE V – SENIORITY**

The Board and Union agree that Seniority as defined in this Agreement shall be the sole and controlling factor for all layoffs and re-employment.

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.

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

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.

If a position or job is abolished, an employee may exercise their seniority to "bump" the least senior employee. Failure of an employee to exercise their bumping rights does not negate the employee's seniority. If an Aides position is dropped due to decreasing numbers, the Aide shall be given the option to return to that position if the numbers increase to a level that requires an Aide.

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. If the incumbent employee declines training, said employee shall be able to bump the least senior employee in accordance with this Agreement.

Reduction in force shall be in compliance with 105 ILCS 5/10-23.5 of the "School Code". The District shall provide members of the bargaining unit a copy of the seniority list by February 1st of each year.

Each aide shall receive a tentative assignment for the next year one week before the end of school.

If any aide position that opens during the school year, it will be temporarily filled by the administration. That position, (unless deemed unnecessary) along with any other open position, will be bid on during nonattendance months of the summer. The aides that are currently in those temporary positions will be moved to any remaining unfilled positions by seniority. During the school year, both administration and union president will keep a running Google document of temporary positions. If a situation arises that both the union president and administration agree not to award a position to an aide, that individual will have to be notified in writing the reasons why he or she was not offered that position.

Any aide, that is hired to fill a temporary position, will be considered a full time aide and only the position that they were hired in is temporary, due to the bidding of that position in the summer months. The aide that is hired for the temporary position, will start full contractual benefits from date of hire.

Any Aide that is hired after the 22/23 school year will be assigned to a building and not a particular classroom. i.e. a 6.5 hour EC aide would be assigned to Denning instead of a particular special education classroom.

## **ARTICLE VI – DISCIPLINE**

Discipline shall be for just cause, any discipline shall be progressive and corrective in nature, designed to improve behavior and not merely to punish. Disciplinary action instituted by 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:

- 1st incident    Verbal Warning — noted in file
- 2nd incident    Written Warning or reprimand
- 3rd incident    One to five days of unpaid suspension
- 4th incident    Termination or discharge

Any disciplinary action or measure other than oral reprimand imposed upon an employee may be appealed through the grievance procedure. The employee may file a written reply to any oral reprimand and this too shall be included in file.

The employer agrees that employees shall be disciplined and discharged for just cause. Disciplinary actions, discharge, and disciplinary suspensions shall be subject to review under the grievance procedure up to and including arbitration. Written reprimands will remain in the individual's personnel file, but after two years shall not be used to progress on the remediation steps.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a grievance settlement.

*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, sexual misconduct with a student, illegal substance abuse, or alcohol use while on duty.*

**ARTICLE VII – HOLIDAYS**

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

FULL-TIME AIDES (20 HOUR OR MORE PER WEEK)

- |                     |                      |                               |
|---------------------|----------------------|-------------------------------|
| Labor Day           | Thanksgiving Day     | Friday after Thanksgiving Day |
| Christmas Eve       | Christmas Day        | New Year's Eve Day            |
| New Year's Day      | Friday before Easter | Columbus Day                  |
| ML. King's B'Day    | Memorial Day         | Veteran's Day                 |
| Pulaski 's Birthday | Presidents' Day      |                               |

Notwithstanding, employees shall be required to work on any holiday for which the school district receives a waiver from the Illinois State Board of Education allowing attendance that day.

### **Article VIII – Leave of Absence**

- A. Aides shall have an accumulative sick leave at the rate of thirteen (13) days per school year, with a maximum of one-hundred eighty (180) days accumulative. In addition to the one-hundred eighty (180) days of the accumulative limit, two (2) days shall be granted for each year of service to the District. Each Aide shall have available for their use three (3) paid personal leave days per school year. Unused personal leave days shall accumulate as sick leave days.
- B. Any full-time Aide of Frankfort Community Unit District No. 168 may be excused for whatever number of days is necessary for the funeral of his or her immediate family. Any days in excess of four (4) days will be charged to sick leave. "Immediate Family" shall mean: mother, father, grandparents, grandchildren, sister, brother, husband, wife, or child, and mother, father, grandparents, grandchildren, sister, brother, of husband or wife of Employee; or any person with whom the employee makes his or her actual home. The four (4) days for funeral leave will not accumulate from year to year.
- C. Any Aide shall be granted child-rearing leave (maternity, adoption, care for child who is ill). That Aide shall retain seniority and position in his/her respective position.
- D. All Aides shall be granted leave of absence upon induction into the armed services without loss of seniority, sick leave and retirement status.
- E. Any Aide shall be granted a leave of absence for one year upon his/her request, with the stipulation that this leave will be used for the purpose of becoming a full-time student (12 Hours).
- F. All Aides granted any of the aforementioned leaves and/or disability leaves shall retain all seniority rights and privileges.
- G. A leave of absence shall be granted with the approval of the Superintendent and the Board of Education.

### **ARTICLE IX – PROBATIONARY PERIOD**

At the time of employment, the employee will serve a probationary period of one complete school year that will allow administrators to evaluate the effectiveness of the employee: The probationary period is defined as one complete school year. If an aide is hired in the middle of a school year their probation will not end until a successful completion of the following full school year. If the quality of the work of the probationary employee is deemed to be ineffective, (with supportive documentation during the full school year) the Board of Education has the option of not renewing the service of the probationary aide.

## **ARTICLE X – EVALUATION**

Probationary Aides will undergo evaluations twice during their probationary period. Thereafter, aides will receive an evaluation every other year. All evaluations shall be performed by the administrator assigned as their immediate supervisor.

## **ARTICLE XI – TECHNICAL-CLAUSE**

- A. It is recognized by the Union and the Board that all provisions of this Agreement may be altered only by the consent of both parties. If any provision of this agreement is subsequently declared by the proper legislative or judicial authority to be illegal or nonbinding, all other provisions remain in force, and will not be affected, so that this agreement will remain whole and with the void provisions deleted and any subsequent action shall be subject to appropriate consultation and negotiation between the Union and the Board.
- B. Conformity to Law. No provision of this Agreement shall abrogate the statutory rights, duties and responsibilities of the Board. The Board also reserves its rights to delegate to its Administrators the responsibility for the day-to-day management of the schools in its charge.
- C. Board Policy. This contract and its provisions shall be deemed the policy of the Board and supersede any Board Policy that is presently to the contrary. Nothing herein provided shall serve to remove from Aides any advantageous working conditions, economic benefits or professional rights enjoyed under current Board Policy and not treated within this contract, nor are responsibilities and obligations of Aides under current Board Policy altered except as specified under this contract. Except as herein above otherwise provided, the Board reserves the right to amend its policies, other than as contained in this Agreement, from time to time as deemed necessary. It is further understood that this Agreement shall be the foundation of all future negotiations between the Board and the Union.
- D. Good Faith Performance. The Board and the Union and their representatives, mutually agree to carry out the performance of this contract in good faith. The Board and the Union further agree to faithfully comply with case and statute law of the State of Illinois.
- E. If the Board and Union fail to reach an agreement on or before the scheduled termination date of this agreement, all wage increases, etc., shall be retroactive to the day following the scheduled termination.

**Article XII – Termination**

This agreement shall become effective when signed 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 expiration date of June 30, 2022, 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.

AGREED TO THIS 2<sup>nd</sup> DAY OF August, 2022.

Signed:



\_\_\_\_\_  
President of the Board of Education – Frankfort CUSD #168

8/15/2022

\_\_\_\_\_  
Date



\_\_\_\_\_  
President of The West Frankfort Aides Council #6124

8/15/2022

\_\_\_\_\_  
Date



\_\_\_\_\_  
Superintendent of Schools – Frankfort CUSD #168

8/15/2022

\_\_\_\_\_  
Date



\_\_\_\_\_  
Secretary of The West Frankfort Aides Council #6124

8/15/2022

\_\_\_\_\_  
Date