

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*

Secretaries

July 1, 2018 - June 30, 2021

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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 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 any secretarial duties, except that of secretary to the Superintendent and District Treasurer, Payroll Clerk/Bookkeeper, and all part-time office help of the Superintendent's office working less than twenty-five (25) hours a week.

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

Section 3. 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
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, reemployment, and bidding.

Section 2. Seniority shall be defined as the length of continuous service within the Bargaining Unit. Upon employment, each employee shall receive a Seniority Date which shall be the date the Board approved his/her employment.

Section 3. Continuous service shall not be broken and shall continue to accumulate during an approved leave of absence or disability.

Section 4. 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.

ARTICLE IV
DUES AND FEES CHECK-OFF

Section 1. Dues Deduction. On the thirty-first (31st) day following the beginning of their employment, employees who are part of the bargaining unit may authorize dues deduction by presenting an authorization card to the Superintendent's office. Such authorization card shall remain in effect until notified in writing by the employee to terminate the deduction. The Union shall be responsible for notifying the office as to the amount to be withheld. Deductions will be remitted to the Union monthly.

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 V
HOURS OF WORK

Section 1. All jobs covered by this Agreement shall have designated days of work, hours of work, and length of work year as specified by this Agreement schedule:

Denning School	- 1 Secretary,	185 Days,	8 hours per day
Frankfort School	- 1 Secretary,	185 Days,	8 hours per day
C.J. H.S.	- 1 Secretary,	185 Days,	8 hours per day
F.C.H.S.	- 1 Secretary,	190 Days,	8 hours per day
F.C.H.S.	- 1 Secretary,	192 Days,	8 hours per day
F.C.H.S.	- 1 Secretary,	260 Days less holidays and vacation,	8 hours per day
F.C.S.E.	- 1 Secretary,	240 Days less holidays and vacation,	8 hours per day

Section 2. The normal work days for all positions shall be weekdays (i.e. Monday through Friday).

Section 3. All District Secretaries may request an unlimited number of work days in the summer to be compensated at the daily rate of pay. All summer work requests shall be submitted by the building administrator and must be approved in advance by the District Superintendent.

Section 4. Overtime shall be any work performed outside the scheduled work times in excess of the normal work week and/or normal work day. All overtime worked must be approved in advance by the principal and Superintendent.

Section 5. Work performed outside of 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.

Section 6. Overtime shall be paid at one and one-half (1 ½) times the employee's regular hourly rate of pay when specified by the Building Principal and District Superintendent.

Section 7. All Secretaries 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 8. Compensation or Comp Time will be given for Registration Days.

ARTICLE VI
VACATION

An employee shall be credited July 1st of each year the number of vacation days he/she would have accrued on their next anniversary of employment with the Board in accordance with the following schedule:

Twelve (12) month basis and pro-rated over nine (9) months:

Twelve (12) month	Nine (9) month	Eleven (11) month
1-10 Years ----- 10 days	1-10 Years ----- 8 days	1-10 Years ----- 9 days
10+ Years ----- 15 days	10+ Years ----- 12 days	10+ years ----- 14 days

ARTICLE VII
HOLIDAYS

The following holidays shall be observed by the Board as paid holidays for all employees covered by this Agreement:

Eleven (11) and twelve (12) month employees:

M.L. King's Birthday	Pulaski's Birthday	Lincoln's Birthday
Friday before Easter	Memorial Day	4th of July
Labor Day	Columbus Day	Veterans Day
Thanksgiving Day	Friday after Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve	New Year's Day

Nine (9) month employees:

Section 1. Same as twelve (12) month employees with the exception of July 4th.

Section 2. 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 for twelve (12) month employees.

Section 3. Nine (9) month employees may elect to be paid for the waived holiday, or he/she may take a floating holiday on a non-student attendance day.

Section 4. If a holiday waiver is given by the State of Illinois for Pulaski's Birthday, all employees may use that day as a floating holiday per the above requirements for taking floating holidays.

ARTICLE VIII
WAGES

All secretaries covered by this Agreement will be paid on the following scale:

	2018-19	2019-20	2020-21
Year 1	\$17.93 per hour	\$18.33 per hour	\$18.79 per hour
Year 2	\$19.08 per hour	\$19.51 per hour	\$20.00 per hour
Year 3	\$20.24 per hour	\$20.70 per hour	\$21.22 per hour
Year 4	\$21.41 per hour	\$21.89 per hour	\$22.44 per hour
Year 5	\$22.55 per hour	\$23.06 per hour	\$23.64 per hour
Year 6	\$23.72 per hour	\$24.25 per hour	\$24.86 per hour

ARTICLE IX
HEALTH AND WELFARE

All secretaries 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 three-fourths (3/4) of the premium.

ARTICLE X
SICK / PERSONAL / FUNERAL DAYS

Section 1. All employees of this Agreement shall receive an unlimited accumulative sick leave at the rate of thirteen (13) days per year. However, there is a cap of one hundred eighty (180) days for calculating severance pay. The secretary, at the time she announces her intent to leave the District, shall be paid forty-five percent (45%) of the unused portion of her salary rate. All remaining unused sick days will be turned in to the Illinois Municipal Retirement Fund for service credit.

Section 2. In addition to this unlimited accumulative sick leave, each employee of this Agreement will receive three (3) personal days per year. The unused personal days will accumulate from year to year. However, only three (3) days per year may be used. Personal days may be taken for personal, legal, business, household, or family matters which require absence during the school hours.

Section 3. Also, any full-time secretary 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 4. A leave of absence shall be granted with the approval of the Superintendent and the Board.

ARTICLE XI
RETIREMENT

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

Section 2. When an eligible secretary desires to retire, an irrevocable letter of retirement must be submitted to the Unit Superintendent no later than four (4) years prior to expected retirement dates.

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. Those employees that are 55 years of age and have a minimum of 20 years of service credit will receive a one-time post-retirement bonus upon irrevocable notice of retirement

throughout the terms of this contract only. Those retiring as of June 30 of any year of this contract will qualify for the following stipends: June 30, 2019 - \$2,000.00, June 30, 2020 - \$2,000.00, June 30, 2021 - \$2,000.00. This is a one-time post-retirement incentive and is not IMRF creditable.

ARTICLE XII
TUITION / PROFESSIONAL DEVELOPMENT

Section 1. 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 the training, said employee shall be able to bump a less senior employee in accordance with Article II of this Agreement.

Section 2. Upon the approval of the Superintendent, any secretary may attend professional development opportunities related to their job description and will be reimbursed for meals, lodging, and transportation in an amount not to exceed \$500.00 per year. Secretaries also have the option to use conference money for tuition reimbursement with the Superintendent's approval. For reimbursement, an itemized statement of expenses must be submitted to the office of the Superintendent, along with a legitimate document or artifact verifying attendance at the conference.

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 1. Should a grievance arise, the employee shall take her grievance to the Principal of the building.

Section 2. If the grievance cannot be settled between the employee and the Principal of the building, the employee shall reduce her grievance to writing and submit it to the Superintendent for his/her decision.

Section 3. If the employee does not agree with the decision of the Superintendent, she may

request, in writing, a hearing before the Employer 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 Services of the Illinois Department of Labor. The Union will not pursue arbitration without prior approval from the Teamsters Local Union No. 50 Executive Board. 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 XIV 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:

- 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

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. Written discipline will be purged from employee's personal file after eighteen (18) months.

ARTICLE XV
NO STRIKE / NO LOCK OUT

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. 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 XVI
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 XVII
TERMINATION OF AGREEMENT

Section 1. This Agreement shall become effective beginning on July 1, 2018 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, 2021, by either of the parties hereto.


Section 2. The Board and the Union agree to negotiate in good faith until a successor Agreement is reached and ratified by both parties.

For the District:


School Board President

10/15/18
Date

For the Union:


Jason Ashmore, Secretary/Treasurer

10-31-18
Date


Pat Nichols, President

10/31/18
Date