

**NEGOTIATIONS BETWEEN  
FUNERAL DIRECTORS SERVICE ASSOCIATION OF GREATER  
CHICAGO (“FDSA”) AND TEAMSTERS, LOCAL 727**

**2017 FDSA Initial Proposed Contract Changes**

May 25, 2017

Additions are ***underlined, bolded and italicized***  
Deletions are ~~**struckout and bolded**~~

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**General Proposals**

1. Term of Contract: 3 to 5 years.
2. Remove Trade Embalmers, Trade Funeral Directors, and Trade Removal Services from the Agreement.
3. Provide FDSA with a complete list of funeral homes covered under the participation agreement.
4. Define the terms “Apprentice” and “Intern” in the contract.
5. Revise Article 3, Wages, Article 15, Extra Chauffeurs, and Article 16, Retirees to reflect that wages and benefit contributions will be frozen for the term of the contract.
6. Revise Article 3, Section 3.8(a) Overtime as follows:
  - 3.8 OVERTIME. The following provisions shall apply to overtime:
    - (a) Time and one half (1 ½ ) shall be paid for all work done after ~~eight (8) work hours in any one (1) day and after~~ forty (40) ~~work~~ hours *actually worked* in any one (1) week. Overtime shall not be paid twice for the same hours worked. *Paid time off including holidays, sick days, personal days and vacation days shall not be considered hours worked for the purpose of computing overtime.*
7. Revise Article 4, Hours of Work, Sections 4.1(c) & (d) as follows:
  - 4.1 WORK WEEK, WORK DAY – DEFINED FOR FUNERAL DIRECTORS AND/OR EMBALMERS. The following provisions apply to Funeral Directors and Embalmers:
    - (c) Except as otherwise provided in Section 4.3, the regular work day shall start at *between 8:00 a.m. and 12:00 p.m.*, unless an employee voluntarily agrees to another starting time. *New hires may be hired for any shift. Employees will be notified at least forty-eight (48) hours in advance in any change in their regularly scheduled start times.* The work hours in each day shall be

continuous.

- (d) An employee shall receive days off as follows:
- (1) For an employee hired prior to July 1, 1991, the employee shall receive two (2) consecutive days off in each week. In any two (2) week period, the employee's days off shall include a consecutive Saturday and Sunday or a consecutive Sunday and Monday: unless mutually agreed upon by the employee and employer.
  - (2) For an employee hired on or after July 1, 1991, the employee shall receive two (2) days off in each week. In any two (2) week period, the employee's days off shall include a consecutive Saturday and Sunday or a consecutive Sunday and Monday: unless mutually agreed upon by the employee and employer.
- (e) In the event an employee works more than eight (8) hours in a work day, the Employer may adjust the employee's schedule within that work week by reducing the employee's scheduled hours by the same number of hours worked over eight (8) on the earlier work day.

8. Revise Article 6, Sick and/or Personal Days as follows:

6.1 SICK AND/OR PERSONAL DAYS. ~~Nine (9)~~ Seven (7) days shall be recognized as sick and/or personal days per year.

9. Revise Article 7, Vacations as follows:

7.1 VACATIONS FOR FUNERAL DIRECTORS AND/OR EMBALMERS AND FULL TIME CHAUFFEURS. All Funeral Directors and/or Embalmers (other than Funeral Director and Embalmer Interns) and all full time Chauffeurs shall receive vacation as follows:

Two (2) weeks vacation (ten (10) paid days/fourteen (14) days off) with full pay after one (1) year of employment with the Employer;

Three (3) weeks vacation (fifteen (15) paid days/twenty one (21) days off) with full pay after seven (7) years employment with the Employer;

Four (4) weeks vacation (twenty (20) paid days/twenty eight (28) days off) with full pay after twelve (12) years employment with the Employer;

~~Five (5) weeks vacation (twenty five (25) paid days/thirty five (35) days off) with full pay after nineteen (19) years employment with the Employer.~~

Employees who, as of June 30, 2017, were entitled to five (5) weeks of vacation because they had completed nineteen years of service, shall continue to receive five (5) weeks of vacation.

10. Revise Article 10, Health and Welfare, Pension and Legal and Education Assistance as follows:

Revise this Article to reflect that employees will contribute, on a monthly basis through payroll deduction, twenty percent (20%) of the monthly cost of the benefits provided pursuant to this Article.

Add a new Section 10.13 as follows:

**13.1 AFORDABLE CARE ACT. In the event the Patient Protection and Affordable Care Act ("Act") and its implementing regulations and guidance, or its amendment and/or replacement, result in a change in the Employer's obligations regarding the cost and provision of health insurance benefits to employees covered by this Agreement (including by example but without limitation, the determination that the Teamsters Local Union No. 727 Health and Welfare Fund health plan will be subject to the so-called "Cadillac" tax), the Employer's contributions will not be increased as a result of any taxes or liabilities assessed, or expected to be assessed, against the Union or the Fund as a result of the Act and its implementing regulations and guidance or its amendment and/or replacement.**

11. Revise Article 12.1(f), Seniority, Layoff and Rehire Rights as follows:

**12.1 SENIORITY.** The provisions of this Section 12.1 apply to all employees except Extra Chauffeurs. Seniority for Extra Chauffeurs is governed by the provisions of Article 15, Section 15.8.

- (f) The last employee hired in a particular classification shall be the first laid-off in the event it becomes necessary to lay-off employees within that classification. Funeral Director and Embalmer Interns shall be laid-off in any Employer operation before any licensed Funeral Director and Embalmer or Funeral Director is terminated. No part-time Funeral Director and Embalmer or Funeral Director shall be added while a full-time Funeral Director and Embalmer or Funeral Director is on layoff. Seniority shall also prevail when rehiring, provided, that an employee returning to work by reason of lay-off be physically capable consistent with applicable law of performing all normal duties required of the employee. Employees who have been laid off and recalled shall retain their original seniority dates. An employee's right to recall after layoff is limited to ~~eighteen (18)~~ six (6) months following the month of layoff.

12. Revise Article 13.6(a), Work Conditions --- Generally as follows:

**13.6 REMOVALS AND TRANSFERS.** The following provisions apply to removals and transfers:

- (a) ~~Two (2)~~ One (1) bargaining unit employees, ~~one (1) of whom~~ is a fully licensed Funeral Director and/or Embalmer, ~~are~~ is required on all removals except as follows:

- (1) ~~A removal may be made by one (1) bargaining unit person, whom is a fully licensed Funeral Director and/or Embalmer or an intern, from the Cook County Medical Examiner's Facility, from a Coroner's Office, and whenever the deceased is a child under six (6) years of age. If additional personnel are requested by a bargaining unit employee and is necessary for a removal due to the deceased's size or location, the next person must be a bargaining unit person.~~

13. Revise Article 18, Discipline, Discharge and Termination of Employment as follows:

**18.1 DISCIPLINE AND DISCHARGE FOR JUST CAUSE.** An employer shall not discipline or discharge any employee without just cause. Generally, an Employer will follow progressive discipline. However, the parties recognize that certain conduct is just cause on the first offense, such as dishonesty, disloyalty to the Employer, joy riding, two chargeable accidents, intentional misconduct, and prohibited alcohol or drug usage. An employee will be notified as soon as possible of any disciplinary action and copies of any written discipline shall be provided to the Association and the Union. Any written discipline shall remain in effect for ~~nine (9)~~ twelve (12) months from the date of said discipline, ~~unless it concerns activities that could lead to an OSHA or FTC regulation violation. In such case, the written discipline shall remain in effect for twelve (12) months from the date of said discipline.~~

**18.3 SEVERANCE PAY.** A full time employee whose employment is terminated through no fault of the employee shall be entitled to severance pay at the weekly wage the employee was paid prior to the termination as follows:

~~Two (2) weeks~~ One (1) week after two (2) or more continuous years of employment with the Employer;

~~Three (3)~~ Two (2) weeks after eight (8) or more continuous years of employment with the Employer;

~~Four (4)~~ Three (3) weeks after fourteen (14) or more continuous years of employment with the Employer; and

~~Five (5)~~ Four (4) weeks after seventeen (17) or more continuous years of employment with the Employer.

14. Add a new Section 22.4 Most Favored Nation as follow:

(a) The Union agrees that in the event any agreement is executed by the Union with any other funeral industry employer(s) which provides for a lower wage rate, reduced benefits, or changed working conditions than those provided in this agreement, then the employer may have such lower wage rates, or reduced benefits or changed working conditions substituted in this

agreement.

(b) Any employer not a member of the Funeral Director Services Association of Greater Chicago may receive the same conditions of this contract upon completion of membership application for regular member and payment of dues to the association. The union will be notified by FDSA of approval of such application within 30 days of receipt of the same.