

# Tentative Agreement

## PART B

### ARTICLE II

Section 2.1 - The Board of Education of Community Unit School District #3, Champaign County, Illinois, will be hereinafter referred to as the "Board," and the Mahomet-Seymour Education Association, will be hereinafter referred to as the "Association", as the exclusive representative for all full and part-time regularly employed certificated and non-certificated personnel including teachers, librarians, counselors, social workers, school psychologists, speech pathologists, aides, library assistants, nurses, study hall supervisors, cooks, custodians, maintenance personnel, certified bus drivers, monitors, ~~clerical support staff~~, education office personnel, health education office personnel, dispatcher and registrars.

Classifications Excluded: District #3 administrative personnel and administrative assistants; all supervisors, managerial employees, confidential employees and short term employees as defined in the Act; and employees in the before, during and after school child care program.

For the purpose of clarity, this Agreement consists of two parts:

Part A covers employee positions represented in MSEA including full and part-time regularly employed certificated and non-certificated teachers, librarians, counselors, social workers, school psychologist, speech pathologist, aides, library assistants, nurses and study hall supervisors.

Part B covers employee positions in the MSEA membership, including cooks, custodians, maintenance personnel, certified bus drivers, monitors, ~~clerical support staff~~ education office personnel, health education office personnel, couriers, dispatcher, and registrars. Unless specifically stated or identified by reference, no language found in Part A is applicable to Part B positions.

Signature 

Date 6/15/22

For the Union

Signature 

Date 6.13.22

For the Employer

# Tentative Agreement

## PART B

### ARTICLE IV

#### Section 4.7 - FAIR SHARE:

A. — Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required to members in the Association, including local, state and national dues.

B. — In the event that the applicable bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction

D. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make a payment in behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

E. EXCLUSIONS: The provisions of this Article IV, Section 4.7 shall not be applicable to the following bargaining unit members:

- Any support staff employed prior to October 26, 2004 and not a member of the Association on that date.

Signature

M. Jones

Date

6/15/22

For the Union

Signature

[Handwritten Signature]

Date

6.13.22

For the Employer

# Tentative Agreement

## PART B

### ARTICLE VI

Section 6.7 - STEP THREE: If the grievance is not resolved at Step Two, then the grievant shall refer the grievance to the Board of Education within six (6) days after receipt of the Step Two answer or within eight (8) days after the Step One meeting, whichever is the latter. The Superintendent shall arrange for a meeting with the grievant and the Board to take place within ten 10 school days of receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing the Board shall have three (3) days in which to provide a written decision with reasons to the grievant. The purpose of this step is to try to resolve the grievance.

Section 6.8 - STEP FOUR: If the Association/grievant is not satisfied with the disposition of the grievance at Step Two, the Association may submit the grievance to final and binding arbitration. The Demand for Arbitration must be filed with the Board within thirty (30) days of the Step Two decision. If the Association and Board cannot agree upon an arbitrator within seven (7) days of the Demand being filed, the Demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings. If a Demand for Arbitration is not filed with the Board within thirty (30) days, then the grievance shall be deemed withdrawn.

Signature M. Jones

Date 6/15/22

For the Union

Signature [Handwritten Signature]

Date 6.13.22

For the Employer

# Tentative Agreement

## PART B

### ARTICLE X

Section 10.2 - UNSAFE OR HAZARDOUS CONDITIONS: A bargaining unit member shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger his/her health, safety, or well-being.

In the event of safety issues that impact the Mahomet-Seymour School District and that requires Board of Education involvement/decision making, MSEA will be offered an opportunity to provide input through its leadership team. The MSEA leadership and the Board of Education will meet to discuss the facts and evidence surrounding the situation. Any relevant guidance from federal, state, or local agencies will be taken into consideration by the parties along with what is known locally about the safety issue. Whenever possible, the superintendent will share the reasoning behind any such decision made by, or to be made by the Board of Education with MSEA leadership 18 hours prior to making the decision public to the district and/or community.

Signature

M. Jones

Date

10/15/22

For the Union

Signature

[Signature]

Date

6.13.22

For the Employer

# Tentative Agreement

## Part B

### ARTICLE XII

#### Section 12.3-PERSONAL LEAVE

The board shall grant personal leave to support staff according to Appendix X. **During the first 10 years of employment, bargaining unit members will be granted by** the Board shall grant two (2) days of personal leave without loss of pay per school term. Unused personal leave days may accumulate as sick leave; provided, however, a **bargaining unit member during the first 10 years of their employment** teacher shall be entitled to carry over one unused personal leave day to a subsequent school term, **i.e. as bargaining unit members transition from their ninth year of employment to their tenth year of employment, it will be the last time they are entitled to carry over one personal leave day.** ~~for a maximum of three (3) personal leave days available for use during a school term.~~ **At the completion of 10 years of service in the district, the Board shall grant three (3) days of personal leave. At the completion of 15 years of service in the district, the Board shall grant (4) days of personal leave.** Except in emergencies, the employee shall notify his/her immediate supervisor at least two (2) days in advance of the day he/she is to be absent. ~~Personal leave is defined as an absence required due to personal business that cannot be scheduled during non-school hours.~~

~~At the completion of 20 years of service, the Board shall grant three (3) days of personal leave.~~

Signature

Date

For the Union

Signature

Date

For the Employer

# Tentative Agreement

## PART B

### ARTICLE XII

Section 12.12 - VACATION LEAVE: Vacation time will not accumulate from one fiscal year (~~July 1 to June 30~~) (**July 1 to July 31st of the following year**) to the next . Any unused vacation time will be credited to earned sick leave on the first payroll in ~~July~~ **August**. Refer to Appendix X.

Vacation days for custodians will be distributed as follows:

1. Custodians with 0-7 years with the employer: 10 vacation days
2. Custodians with 8-14 years with the employer: 15 vacation days
3. Custodians with 15+ years with the employer: 20 vacation days

**Custodial vacation day requests of three consecutive days or more should be submitted to the Director of Facilities thirty (30) days in advance.**

Signature

*M. Jones*

Date

*6/15/22*

For the Union

Signature

*[Handwritten Signature]*

Date

*6.13.22*

For the Employer

# Tentative Agreement

## Part B

### ARTICLE XIII

Section 13.1 - COMPLAINTS AGAINST BARGAINING UNIT MEMBERS: The following procedures shall be followed in the investigation of a written complaint against a bargaining unit member at the school or on school grounds.

- A. The bargaining unit member shall have the right to representation in any meeting with the Board or administration in the investigation of the complaint by the district.
- B. To the extent that the administration is aware of any complaint, the bargaining unit member shall be notified within ~~seventy-two (72) hours~~ **three (3) week days** of any complaint filed, and be notified by the immediate supervisor of the bargaining unit member's right to representation. In the event a complaint is filed against a bargaining unit member, the district shall cooperate with the employee's representatives in the investigation of the complaint. Suspension or discipline of a bargaining unit member as a result of a complaint filed against the employee shall be for reasonable cause and preceded by:
  - 1. Honoring of the employee's statutory rights under the Abused and Neglected Child Reporting Act, the Illinois School Code, and the Illinois Educational Labor Relations Act.
  - 2. Compliance with the employee's contractual rights pursuant to this provision and other applicable provisions of the Agreement.
- C. With respect to a written complaint filed by a member of the public regarding a teacher's performance of his/her duties, the District shall notify the teacher of the complaint rendered in writing within ~~(72) hours~~ **three (3) week days** and furnish him/her a copy of it.

Signature \_\_\_\_\_

Date \_\_\_\_\_

For the Union

Signature \_\_\_\_\_

Date \_\_\_\_\_

For the Employer

# Tentative Agreement

PART B

ARTICLE XIV

Section 14.1 - Support staff employees shall be evaluated at least twice during the employee's first year of employment and minimally once every other year thereafter. **Two weeks after the start of the school year in which an employee shall be evaluated, notice will be given to that employee of who their evaluator will be.**

Signature

M. Jones

Date

6/15/22

For the Union

Signature

[Handwritten Signature]

Date

6.13.22

For the Employer



# Tentative Agreement

## PART B

### ARTICLE XVII

#### Section 17.1 - INITIAL SALARY SCHEDULE PLACEMENT:

SUPPORT STAFF - See Appendix X. Staff employed anytime during the first semester of the school year shall be credited with a full year of service. Staff shall receive credit for prior work experience in the same field of work. Additional experience shall be credited at the discretion of the Assistant Superintendent.

Personnel hired prior to the 2022-2023 school year shall be relocated on the salary schedule for years of experience in private accredited schools. It is the responsibility of the employee to contact the Assistant Superintendent to begin the process of relocation on the salary schedule. Employees have until October 3, 2022, to make contact with the Assistant Superintendent.

Staff covered by Part B will be hired on a probationary basis for the first 180 days of employment. New employees will be evaluated in the first 180 days of employment and those receiving a rating of "Unsatisfactory" will be released from employment.

Section 17.3 - EXTRA DUTY PAY: Refer to Part A

Signature

M. Jones

Date

6/15/22

Signature

[Handwritten Signature]

Date

6.13.22

# Tentative Agreement

## Part B

### ARTICLE XVII

#### Section 17.6- OVERTIME/COMPENSATORY TIME/PROFESSIONAL DEVELOPMENT:

A. Custodians, bus drivers, will receive credit for Board paid holiday towards their 40 hours worked when calculating overtime.

B. ~~Any Part B bargaining unit member interested in a professional development opportunity offered outside of the district may put an application into the board for assistance with associated costs not to exceed \$100.00 one time each calendar year.~~

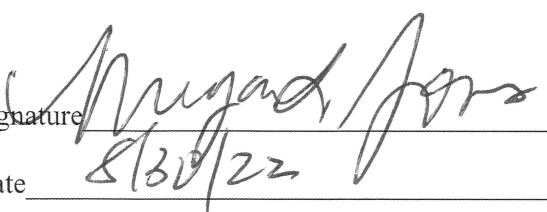
Any Part B staff will be reimbursed for up to \$400 for professional leave to include costs such as registration, mileage at the current IRS rate, hotel, and meals, when travel is required between 7 am and 6 pm, will be paid for one meeting per year for Part B members as approved by the Director of Instruction Assistant Superintendent and the Board of Education according to Board Policy. Mileage, meals, and hotel will only be reimbursed when approved as part of the initial professional development request. Part B members will submit a written request to their principal or director for permission to attend meetings pertaining to their professional duties. The Board of Education, through the Director of Instruction Assistant Superintendent shall make final approval. This day, if unused, shall not accumulate from year to year.

C. ~~On days when school is in session, when snow removal is required, custodians will report to work one hour early and stay one hour late if snowfall totals are 2 inches or less. When snowfall totals are greater than 2 inches, custodians will report to work 2 hours early or stay 2 hours late. Snowfall totals are determined by the Director of~~ the Director of Facilities will contact the custodians and notify them of the start time in the morning. When possible, this will occur the evening before by 10 p.m. when there is a forecasted snowfall.

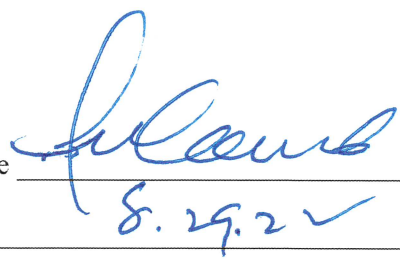
D. Vacation days for custodians will be distributed as follows

1. Custodians with 0-7 years with the employer: 10 vacation days
2. Custodians with 8-14 years with the employer: 15 vacation days
3. Custodians with 15+ years with the employer: 20 vacation days

E. Custodians will report to work on e-learning days and work for 8 hours and be paid for 8 hours. Recognizing that e-learning days can be utilized for a variety of reasons, should an e-learning day be utilized due to snowfall, custodians will report to work and work for 8 hours and be paid for 12 hours.

Signature   
Date 8/30/22

For the Union

Signature   
Date 8.29.22

For the Employer

# Tentative Agreement

For the Union

For the Employer

## PART B

### ARTICLE XVIII

#### PERSONNEL FILES

F. The employee may copy material maintained in his/her personnel record. ~~Xerox copies will be charged at the rate of 15 cents per page.~~

Signature M. Jones

Date 6/15/22

For the Union

Signature [Signature]

Date 6.13.22

For the Employer