

CONTRACT

BETWEEN

THE BOARD OF DIRECTORS OF THE

MADISON AREA EDUCATIONAL SPECIAL SERVICES UNIT AND

SPECIAL SERVICES UNIT FEDERATION OF TEACHERS LOCAL 4195, AFT,

AFL-CIO

AUGUST 1, 2017 THROUGH JUNE 30, 2019

THIS CONTRACT ENTERED INTO THIS 1st DAY OF NOVEMBER, 2017 BY AND BETWEEN THE BOARD OF DIRECTORS OF THE MADISON AREA EDUCATIONAL SPECIAL SERVICES UNIT, HEREINAFTER CALLED THE "BOARD", AND THE SPECIAL SERVICES UNIT FEDERATION OF TEACHERS, LOCAL 4195, AFT, AFL- CIO, HEREINAFTER CALLED THE "UNION".

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ARTICLE I

The Board recognizes the Union as the exclusive representative of certificated school employees in the bargaining unit as defined herein in Article II of this Contract.

ARTICLE II

DEFINITIONS

As used in this Contract:

- A. "Board" means the Board of Directors of the Madison Area Educational Special Services Unit and any person(s) authorized to act for said body in dealing with its employees;
- B. "Union" means the Special Services Unit Federation of Teachers, Local 4195, AFT, AFL-CIO, and any person(s) authorized to act for said body in dealing with the Board;
- C. "Special Services Unit" and SSU means the Madison Area Educational Special Services Unit of the County of Jefferson in the State of Indiana;
- D. "Certificated school employees" and "teacher(s)" means the certificated personnel employed by the Board under teacher's contracts in the bargaining unit as defined in Article I of this Contract.
- E. "Bargaining Unit" means all full-time certificated employees of the Board, excluding:
 - 1. All supervisors including, but not limited to, the Executive Director; the Supervisors of Special Education; Assistant Supervisors of Special Education; Directors of Special Education; Assistant Directors of Special Education; Physical Therapists; Occupational Therapists; School Nurses; and certificated employees accepting an appointment by the Board to an "acting" capacity in any of the supervisory positions enumerated herein;
 - 2. All non-certificated employees;
 - 3. All substitute employees;
 - 4. All persons whose positions with the Special Services Unit require that they hold a license or permit from the state board of education or a commission thereof but who are not employed by the Board under teachers' contracts.
- F. "Parties" means the Union and the Board.

- G. The masculine gender shall include the feminine whenever required by the context in which a specific provision of this Contract is applied.

ARTICLE III

FEDERATION RIGHTS

A. Dues Deduction

The Board shall, on receipt of the written authorization of a teacher, deduct from the pay of that teacher any dues designated or certified by the appropriate officer of the Union.

1. The Board shall remit such dues to the Treasurer of the Union.
2. Such deductions shall continue to be made from year to year unless revoked, in writing, by the teacher.
3. The Union shall indemnify and save the Board and the Special Services Unit harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Board or Special Services Unit in reliance upon signed authorization cards or lists furnished to the Board or Special Services Unit by the Union for the purpose of payroll deduction of dues.

ARTICLE IV

LEAVES

A. Leave

Each full-time teacher shall have added to his leave account, on the first day of the school year a total of fifteen (15) days for which the teacher may be absent for personal illness, personal medical or dental appointments, family illness, or personal business without loss of compensation. Use of these days shall be subject to the terms set forth in Appendix C.

1. Unused leave shall accumulate from year to year to a maximum of 120 days. The leave accumulation limitation will be applied at the end of each school year. At the start of each school year a teacher will have their accumulation up to a maximum and any annual leave entitlement for that school year. At the end of any school year in which a teacher's leave accumulation has exceeded the maximum as defined above, that excess accumulation shall be designated as annual buy back days and will be compensated at the rate of \$65.00 for each day in excess of the maximum. Such compensation for the annual buy back days shall be paid to the teacher's 401(a) account.
2. Leave may be taken in one-half (1/2) day units.
3. If more than three (3) consecutive days are used, a doctor's slip must be provided by

the teacher.

B. Death in Immediate Family

In the case of death in the immediate family of a teacher, the teacher is entitled to be absent without loss of compensation for a period extending not more than five (5) consecutive work days within twenty (20) calendar days beyond such death.

1. School holidays falling in this period shall be counted as calendar days.
2. "Immediate family" is interpreted as including only grandparent, grandchild, and by blood or marriage, parents, siblings, spouse, child, niece, or nephew or any other person residing as a member of the teacher's household at the time of death.

C. Death in Family

1. In the case of the death of an uncle, aunt, or a first cousin, not living in the household of the teacher, the teacher is entitled to be absent one (1) day without loss of compensation to attend in person the last burial rites of the stated family member.
2. School holidays falling in this period shall be counted a calendar days.

D. Jury Duty

A teacher called for grand or petit jury duty shall be paid full regular salary during the required period of absence from assigned duties by the Board, provided the total amount of per diem allowance earned by such teacher is remitted to the Special Services Unit business office. Reimbursement for court-incurred expenses shall not be considered as a part of the per diem.

E. Federation Leave

1. If a Board meeting is to be scheduled during a scheduled teaching day, the Union President or the Union President's designee shall be provided release time up to one-half ($\frac{1}{2}$) day for the purpose of attending the Board meeting. The Union President or the Union President's designee for the purpose of this Section may include any teacher within the bargaining unit.
2. The President or designee shall receive one-half ($\frac{1}{2}$) day per semester for Union Business. This time may be scheduled in one hour increments and will be scheduled by notifying the Executive Director.

F. Temporary Disability

A temporary disability leave of absence shall be granted to teachers of this Special Services Unit on the following basis:

1. Application of Provisions
 - a. This provision shall apply to leave in all cases where a teacher is unable to teach

because of a disability substantial in nature or duration, including major surgery, pregnancy, childbirth, illness, or injury.

- b. In case of a temporary disability caused by pregnancy, said teacher is entitled to a leave of absence for the period of disability associated with the birth of the child. The teacher is not entitled to use accumulated sick leave days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties.

2. Notification

After determination that such leave is imminent, the teacher shall give timely notice to the Office of the Executive Director, in writing, of the anticipated date he wishes to commence said leave of absence and anticipated date of return.

- a. Said teacher may elect to utilize his accumulated leave during his period of temporary physical disability provided a physician's statement and certification of physical disability is submitted to the Office of the Executive Director for any said temporary disability absence of more than ten (10) consecutive days. While on said leave, leave days will be paid only for the number of assigned duty days the teacher is absent which occur during the current contract term, for which a physician certifies said teacher to be physically disabled, limited to the extent of the number of leave days accumulated by the teacher at the time said leave commences.
- b. In all cases the Board reserves the right to require an examination by a physician(s) other than the teacher's regular physician, selected by the teacher subject to prior Board approval, to determine the teacher's fitness for duty. The cost of such examination shall be borne by the Board.
- c. If said leave extends beyond the first day of May of any year, the granting of said leave by the Board shall not prevent the Board from serving notice to said teacher on or before May 1st that said teacher's contract will not be renewed, nor will the granting of said leave prevent the Board from invoking, initiating, and utilizing the procedures established by law for the cancellation of any regular teacher contract.
- d. Except as is provided in Paragraph 1 (b) herein, no leave under this provision shall be granted for a period exceeding one (1) year.

G. Leave of Absence

- 1. A leave of absence, without pay or benefits, may be granted to a teacher for a period of up to one (1) year. Such leave may be granted for such purposes as sabbatical leave, disability leave, family illness leave, paternity leave, child-rearing, adoptive leave, or any reason determined by the board to be in the best interest of SSU and/or the teacher.
- 2. Prior to the expiration of such leave the teacher shall give written notice to the

Office of the Executive Director that he intends to return to employment as follows:

- a. If the leave expires the day after the last day of the school year- such notice shall be given not later than June 15TH ;
 - b. If the leave expires during the school year - such notice shall be given not later than five (5) days prior to the expiration.
3. If said leave extends beyond the first day of May of any year, the granting of said leave by the Board shall not prevent the Board from utilizing the procedures established by law for the cancellation of any contract with a teacher.

H. Insurance While on Leave of Absence

If allowed by the insurance carrier, a full-time teacher on a Temporary Disability Leave (Section F) or a Leave of Absence (Section G) may choose to continue in the Special Services Unit's group insurance program(s) provided the teacher remits the full, total premium to the Special Services Unit business office prior to the due date each month.

I. Replacement of Teachers on Leave

Any teacher who is granted a leave of absence under the provisions of Section F or G for a period exceeding sixty (60) days shall be replaced by a teacher employed on a temporary Teacher's Contract as provided by statute.

J. Family Medical Leave Act (FMLA)

School employees shall have the right to both the appropriate family and medical leave and the appropriate designated benefits provided by the Family and Medical Leave Act (FMLA). Any provision of this Contract which restricts any mandatory leave and/or mandatory benefit(s) of the FMLA will not have any effect for any school employee who has a right to leave and/or benefit under the Act. The school corporation may require the school employee to verify and/or certify any information which an employer may require under the FMLA, and it may further elect any option available to it under the Act for any leave or benefit for which a school employee qualifies for under the FMLA but for which the school employee is not entitled under the specific language of the Contract.

For record keeping purposes, the twelve (12) month period for FMLA shall be measured forward from the date any employee's first FMLA leave begins.

A teacher (1) who uses any paid leave available under this Collective Bargaining Agreement and (2) who also qualifies for FMLA leave will have such leave deducted concurrently from the leave to which they are entitled under the FMLA unless the teacher specifically requests in writing that the leaves not run concurrently. The teacher may elect to have the FMLA leave run separately commencing before the paid/unpaid leave begins, after the exhaustion of the paid/unpaid leave, or at any point in-between.

The SSU will not seek reimbursement from teachers who do not return from leave granted

under this Section.

K. Adoptive Leave

A teacher who legally adopts a child shall be granted five (5) days of leave without loss of compensation either after the child is placed in the teacher's home or during the adoption process.

ARTICLE V

COMPENSATION

A. Compensation Model

1. Salary Range

\$34,414 to \$65,653, not including current year increases or TRF contributions. The negotiated salary range with increases is \$35,446 to \$66,255.

2. Base Salary Increases

A. General Eligibility

1. Except as provided in #2 below, a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.
2. A teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a salary increase.

B. Distribution for the 2017-18 contract year

All teachers that receive a highly effective or effective evaluation rating and were employed at least 120 days in the prior year, will receive a 3% increase to their base salary. Evaluation is 80% and experience is 20% of the increase.

C. Distribution for the 2018-19 contract year

All teachers that receive a highly effective or effective evaluation rating and were employed at least 120 days in the prior year, will receive a 1%

increase to their base salary. Evaluation is 80% and experience is 20% of the increase.

D. Redistribution

Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

E. New hires

The executive director will have the discretion to establish a starting base salary of a newly hired employee within the 2017-2018 or 2018-2019 negotiated salary range, based upon the needs of the school corporation and the applicant pool and qualifications after discussion with the bargaining unit.

B. Wages

Teachers who provide homebound instruction or supplemental services will be compensated at the rate of twenty-five dollars (\$25.00) per hour plus mileage for the travel to and from the assignment.

C. Teachers Retirement Fund

The employer will transmit to the ISTRF the amount of the employee's contribution and have it credited to the teacher.

D. Teacher's Supplemental Retirement Plan

The Board shall provide a 401(a) and/or 403(b) retirement plan for teachers to be known as the Madison Area SSU Teacher's Supplemental Retirement Plan.

The Board will match by contribution, two dollars (\$2.00) as an employer contribution to the Madison Area SSU Teacher's Supplemental Retirement Plan for every one dollar (\$1.00) the teacher elects to contribute, up to a maximum of three percent (3%) based on the teacher contract salary amount.

E. Mileage

Reimbursement for authorized travel shall be at the per mile rate allowed by the Internal Revenue Service (IRS).

F. I.R.S. Sec. 125

A committee shall be formed of Union members and administrators to monitor the Sec. 125 flexible benefits plan. The plan and/or the company may be changed only by mutual agreement of the parties.

G. Expanded Employee Background Checks

SSU shall assume responsibility for the costs associated with obtaining one expanded criminal background check per current employee every five (5) years as outlined in Appendix A.

ARTICLE VI

INSURANCE

A. Medical Insurance

1. The amount specified below, limited however to the cost of the applicable premium, will be paid by the Board toward the cost of hospital, surgical, and medical care type insurance, including major medical, for each full- time teacher employed under regular contract and enrolled in the Special Services Unit's group medical plan, with the teacher paying not less than one dollar (\$1.00) per year.

Maximum Board Payment Per Teacher:

- | | | |
|----|--------------------------|---------------------|
| a. | Employee Single Coverage | \$5539.20 Per Year* |
| b. | Employee + Spouse | \$7292.28 Per Year |
| c. | Employee +Dependent | \$5707.80 Per Year |
| d. | Family Coverage | \$9095.76 Per Year |

The parties reserve the right to reopen and negotiate the Board's health insurance contribution for the 2018-2019 school year.

2. Should either the state or federal government pass legislation mandating all employees to participate in a national or statewide health plan, it is agreed by the parties to this agreement that the employer contributions for the employee's health care that were negotiated into the agreement prior to the passage of such state or federal law, shall continue to be a part of this agreement, but they shall, upon the effective date mandating participation in such state or federal law, first be applied to the premium cost of such plan. If any monies remain from the amount agreed to in this agreement, the parties shall meet to negotiate the distribution of any such excess funds.

B. Term Life Insurance

The Board will provide Term Life Insurance in the amount of \$50,000.00 coverage per full-time teacher employed under regular contract and enrolled in the Special Services Unit's group term insurance plan, with the teacher paying not less than one dollar (\$1.00) per

year.

C. Long-Term Disability Insurance

The amount specified below, limited however to the cost of the applicable premium, will be paid by the Board toward the cost of long-term disability insurance for each full-time teacher employed under regular contract and enrolled in the Special Service Unit's group LTD plan, with the teacher paying not less than one dollar (\$1.00) per year.

Maximum Board Payment Per Teacher: \$300 per year

D. Insurance During Retirement

If allowed by the insurance carrier, a full-time teacher who permanently retires from teaching may choose to continue in the Special Services Unit's group insurance program(s) until s/he qualifies for Medicare, provided the teacher remits the full, total premium to the Special Services Unit business office prior to the due date each month.

E. Change of Carriers

Neither the benefits nor the carriers of any of the plans contained herein may be changed without the written mutual agreement of the parties.

ARTICLE VII

GRIEVANCE PROCEDURE

This Grievance Procedure, hereinafter referred to as "Procedure", stipulates the conditions under and the procedures by which grievances alleged by certain teachers as defined in this Contract shall be processed. If any such grievances arise, there shall be no stoppage or suspension of work because of such grievances; but such grievances shall be submitted to the following grievance procedures.

A. Definitions

As used in this Procedure:

1. "grievance" means, and shall be limited to, an alleged violation of an express Article or Section of this written Contract, except where such Article or Section is exempt from this Procedure;
2. "Executive Director" means the chief administrative officer of the Special Services Unit, or any person(s) designated by him to act in his behalf in dealing with employees;
3. "grievant" means the teacher or teachers directly affected by the alleged violation making the claim, or the Federation;
4. "days" means calendar days;

5. "immediate supervisor" means the administrator or supervisor who is immediately responsible for the teacher in a given program, building, or unit of the Special Services Unit as designed by the Executive Director.

B. Structure

1. Nothing herein contained shall be construed as limiting the right of any teacher having a complaint to proceed independently of this Procedure.
2. The grievant may choose to be represented by the Union at all levels of the Procedure, limited, however, to a total of two (2) such representatives.
3. There shall be no additional evidence, material, allegation, or remedy submitted by the grievant or his representative during the grievance process, once a formal grievance has been filed at Formal Level Two.

C. Procedure

The number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement of the grievant and Board.

1. Informal Grievance

Within thirty (30) days of the time the grievant first knew or should have known of the act or condition upon which it is based, the grievant must present the grievance to his immediate supervisor, or his designee, by meeting with him individually in an informal manner during non-teaching hours. The grievant may be accompanied by a representative as provided herein, provided his immediate supervisor is informed in advance of the grievant's desire to have a representative present. Failure to so meet and discuss said alleged grievance as provided herein shall prevent the grievant from filing said alleged grievance at any formal grievance level(s).

Within seven (7) days after presentation of the grievance, the immediate supervisor, or his designee, shall give his answer orally to the grievant.

2. Formal Grievance

a. Level One.

Within seven (7) days of the oral answer, if the grievance is not resolved, it must be filed by the grievant with the immediate supervisor, or his designee, in writing, signed by the grievant and the Federation on the appropriate grievance form. The written grievance shall name the teacher(s) involved, shall state the facts giving rise to the grievance, shall identify by specific reference all express Articles or Sections of this Contract alleged to be violated, shall state the contention of the grievant with respect to the provision(s) of said Articles or

Sections, and shall indicate specific relief request.

Within seven (7) days after receiving the written grievance, the immediate supervisor, or his designee, shall communicate his answer in writing to the grievant.

b. Level Two.

In the event that the grievance is not resolved at Level One the grievant may appeal the decision to Level Two provided said appeal is filed with the Executive Director within ten (10) days of receipt of the written answer at Level One. The appeal shall include a copy of all materials and evidence previously submitted and a copy, at the same time, shall be given to the immediate supervisor involved.

The grievant shall submit the written claim, signed by him, to the Executive Director. Within ten (10) days from the receipt of the grievance the Executive Director shall meet with the grievant. Thereafter, the Executive Director shall issue a written decision within fourteen (14) days of meeting with the grievant.

c. Level Three.

In the event the grievance is not resolved at Level Two the grievant may submit the grievance to the Board provided the grievant files said written appeal with the Board within seven (7) days of the receipt of the Executive Director's written answer. Within thirty (30) days from receipt of the grievance, the Board shall hold a hearing to consider and finally rule on the disposition of the grievance. Such decision shall be communicated to the grievant, in writing, within five (5) days.

D. Miscellaneous

1. Decisions rendered at Formal Level One, Level Two, and Level Three of this Procedure shall be in writing.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.
3. All necessary forms for grievance procedures set forth in this Procedure are attached here as Appendix B.
4. Failure at any level of this Procedure to render the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level, unless said time limits be extended by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed resolved by the Board's answer at the previous level and abandoned.

5. Any hearing at the Informal Level and at Formal Level One, Level Two, and Level Three shall be held during non-teaching hours unless otherwise directed by the Board.
6. No teacher shall use this Procedure to appeal any decision by the Board or administration for which there is another remedial procedure or forum established by law or by regulation having the force of law.
7. No teacher shall use this Procedure to appeal any decision by the Board or administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.
8. Teachers shall follow all written and oral directives, even if such directives are allegedly in conflict with this Contract. Compliance with such directives will not in any way prejudice the teacher's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.
9. A grievance shall be processed in accordance with the Grievance Procedure in effect at the time the alleged violation occurred.
10. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
11. The grievant(s) may not have present nor be represented by any employee organization or its representatives or counsel other than the Federation.
12. The Federation may withdraw any grievance at its sole discretion at any time.

ARTICLE VIII

MISCELLANEOUS

A. Benefits Prorated

Teacher benefits are based on a "full-time" employee status for a full day/year of employment. "Full day" means not less than five (5) hours per day. "Full year" means not less than 120 days during the school year. When a staff member will not be working a full day/year, the benefits are prorated accordingly. However, a teacher must work a minimum of twenty-five (25) hours per week in order to be enrolled in the group insurance plan(s).

B. Severability

If any Article or Section of this Contract or of any right thereto shall be held invalid by a court of competent jurisdiction, that section or Article shall not be effective to the extent that the provision has been declared invalid. The remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been

restrained, shall not be affected.

C. Entire Agreement

This Contract supersedes and cancels all previous contracts or agreements, verbal or written, between the Board and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

D. Waiver

All bargaining issues have been discussed during the bargaining leading to this Contract, and no additional bargaining on said issues will be conducted on any item, whether contained herein or not, during the life of this Contract, unless the parties, by supplemental written agreement hereto, agree to conduct additional bargaining on said issues.

ARTICLE IX

TERM AND GENERAL PROVISIONS

A. Term

This Contract shall be effective as of August 1, 2017 and shall continue in effect through June 30, 2019.

B. Attest

This Contract is made and entered into at Madison, Indiana, on this 1st day of November, 2017 by and between the Board of Directors of the Madison Area Educational Special Services Unit, County of Jefferson, State of Indiana, party of the first part, hereto referred to as the "Board", and the Special Services Unit Federation of Teachers, Local 4195, AFT, AFL-CIO, party of the second part, heretofore referred to as the "Union".

This Contract is so attested to by the parties whose signatures appear below:

Board of Directors of the Madison
Area Educational Special Services

Special Services Unit Federation of Teachers
Local 4195, AFT, AFL-CIO

President

President

Date

Date

APPENDIX A

MADISON AREA EDUCATIONAL SPECIAL SERVICES UNIT FOR PAYMENT OF FEES ASSOCIATED WITH EXPANDED EMPLOYEE BACKGROUND CHECKS

WHEREAS, Indiana Code 20-26-5-10 requires the Governing Board of Madison Area Educational Special Services Cooperative ("Cooperative") to adopt a policy concerning expanded criminal background checks and expanded child protection index checks for individuals who apply for employment with or are currently employed by the Cooperative;

WHEREAS, Indiana Code 20-26-5-10 requires the Cooperative's policy to include provisions requiring the Cooperative to conduct an expanded criminal history check concerning each applicant for employment who is likely to have direct, ongoing contact with children within the scope of the individual's employment before or not later than thirty (30) days after the start date of the applicant's employment by the school corporation;

WHEREAS, Indiana Code 20-26-5-10 requires the Cooperative to obtain an expanded child protection index check concerning each applicant for employment who is likely to have direct, ongoing contact with children within the scope of the individual's employment before or not later than sixty (60) days after the start date of the applicant's employment by the Cooperative;

WHEREAS, Indiana Code 20-26-5-10 requires the Cooperative to update the expanded criminal background checks for employees who are employed by the Cooperative as of July 1, 2017, over a period not to exceed five (5) years by annually conducting updated expanded criminal history checks and allows the Cooperative to conduct expanded child protection index checks for at least one-fifth (1/5) of the number of employees who are employed by the Cooperative on July 1, 2017;

WHEREAS, Indiana Code 20-26-5-10 requires an applicant to assume responsibility for all costs associated with obtaining the expanded criminal history check and expanded child protection index check unless the Cooperative agrees to pay the costs; and

WHEREAS, Indiana Code 20-26-5-10 allows the Cooperative to pay the costs associated with obtaining an expanded criminal history background check for current employees and requires the Cooperative to pay the costs associated with obtaining an expanded child protection index check for applicants or current employees;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Board of the Madison Area Educational Special Services Unit that the Cooperative shall assume responsibility for the costs associated with obtaining one expanded criminal background check per current employee every five (5) years;

BE IT FURTHER RESOLVED, by the Governing Board of the Madison Area Educational Special Services Unit, that the Governing Board reserves the right to amend this resolution to assume responsibility for the costs associated with obtaining an expanded child protection index checks for current employees of the Cooperative.

APPENDIX B
MADISON AREA EDUCATIONAL SPECIAL SERVICES UNIT GRIEVANCE FORM

Level 1 (Informal)

Date of occurrence of grievance/complaint: _____

Date of informal discussion: _____

Formal Level

Level 2:

Statement of the grievance (including the provision of the Master Agreement which has been violated, misinterpreted, or misapplied):

Relief sought: _____

Signature of Grievant(s): _____

Date submitted: _____

Hearing Date: _____

Signature of Federation President (or designee): _____

Response of Administrator:

Administrator: _____

Date issued: _____

Level 3:

Grievant: _____

Date submitted: _____

Hearing Date: _____

Response of Executive Director:

Executive Director: _____

Date issued: _____ Level 4:

Grievant: _____

Date submitted: _____

Hearing Date: _____

Response of Board:

Board: _____

Date issued: _____

APPENDIX C

To: Certified Staff
From: Susan Jacobs, Interim Executive Director
c: MAESSU Board of Directors
DATE: March 12, 2015
RE: Leave Days

Article 8 Section A of the Master Contract between the Madison Area Education Special Services Unit and the Special Services Unit Federation of Teachers Local 4195, AFT, AFL-CIO (Master Contract) states:

Each full-time teacher shall have added to his leave account, on the first day of the school year a total of number of fifteen (15) days for which the teacher may be absent for personal illness, personal medical or dental appointments, family illness, or personal business without loss of compensation. Leave days shall neither immediately precede nor immediately follow a school recess or vacation period which results in an extension of such period, provided, however, that this provision shall not prohibit legitimate use of such days at said time.

Article 8 Section A3 of the Master Contract further states:

If more than three (3) consecutive days are used, a doctor's slip must be provided by the teacher.

Recent requests for use of leave days indicate that clarification of this language in the Master Contract is needed. While personal illness, personal medical or dental appointments are self-explanatory, family illness and personal business can be less clear. Going forward, it is the practice of MAESSU to define family illness as follows:

by blood or marriage, parents, siblings, spouse, children, grandparents, grandchildren, and any other person residing as a member of the employee's household at the time of the illness

Going forward, it is further the practice of MAESSU to define personal business as: business of a personal nature that cannot be scheduled outside the normal workday.

Additionally, leaves of more than three consecutive days are to be used only for purposes of personal illness or family illness. Therefore, a doctor's slip must be provided when leave days of more than three consecutive days are taken.

All requests for use of Leave Days will be subject to this standard. Should a request not meet the requirements of use of leave days, staff may still be able to be absent from work for the requested time, but the days will be unpaid days.

To ensure that all requests for use of leave days are approved in a timely manner, all leave requests must be signed by the staff member's immediate supervisor. Staff members should not assume that a leave request is approved with the submission of the form. Specific procedures will be worked out through the discussions process.