

**MASTER AGREEMENT**

**between**

**FARWELL EDUCATIONAL SUPPORT  
ASSOCIATION**

**and**

**FARWELL BOARD OF EDUCATION**

**Date: July 1, 2009 to June 30, 2011**

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## AGREEMENT

This Agreement is made this first day of July 2009 by and between the Farwell Area Schools (hereinafter called the "*Board*") and the Farwell Educational Support Association, MEA/NEA (hereinafter called the "*Association*").

In consideration of the following mutual covenants, the above parties do hereby mutually agree to the terms and conditions hereinafter set forth.

### PURPOSE

- A. The Board and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Board, bargaining Unit Members, the Association and most importantly the continuity and quality of the education provided to the students of the Farwell Area Schools. The Board and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of the Agreement or of policies or regulations of the Board; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously adopted policy, rule, or regulation of the parties, which contradicts an express provision of this Agreement, shall be superseded and replaced by this Agreement.

### ARTICLE I - RECOGNITION

A. **Scope**

Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Agreement for the following described employees of the Employer:

All full-time and regularly scheduled part-time

Secretarial/Clerical  
Classroom, Playground, Bus and Cafeteria Paraprofessionals,  
Interpreter for Deaf  
RTC Room Attendant/Choice Room (positions not requiring a  
teaching certificate)  
Media Assistants  
Media/Technology Assistants  
School Nurse

Excluding the

Financial Assistant to the Business Manager,  
Superintendent's Secretary and  
Substitutes  
Athletic Trainer  
Director of Student Services

- B. Unless otherwise indicated, the term "*bargaining unit member*" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit represented by the Michigan Education Association (MEA) and only to such persons.

## **ARTICLE II - ASSOCIATION RIGHTS**

### **A. Facilities and Equipment Use**

1. The Association and its representatives shall have the right to use Employer buildings and equipment for meetings at all reasonable hours and when a custodian is normally on duty. If overtime custodial service is required, the Employer may make reasonable charge therefore.
2. Duly authorized representatives of the Association shall be permitted to transact official Association business on Employer property at all reasonable times provided that this shall not interfere with or interrupt normal operations, nor interrupt an employee's performance of duties.
3. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned.

**B. Requests for Information**

The Employer agrees to furnish to the Association, in a timely fashion and in response to all reasonable requests, all available information concerning its financial resources and expenditures or any other information which the Association has the right to request under Michigan Freedom of Information Act and under the Michigan Public Employment Relations Act.

**ARTICLE III - EMPLOYEE RIGHTS**

**A. Rights**

1. No bargaining unit member shall be prevented from wearing insignia, pins or other identification of membership in the Association at any time by the Employer, (unless the nature of these items is deemed by the Employer as disruptive).
2. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.
3. Bargaining unit members shall be entitled to full rights of citizenship. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer, unless the employee has engaged in conduct which impacts his/her ability to function effectively as an employee.
4. The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap.

**B. Just Cause**

No bargaining unit member shall be disciplined without just cause. The just cause standard shall not apply to the termination of a probationary employee.

- C. Upon request, a bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised

immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

- D.
1. An employee shall have the right upon written request to view the contents of his/her personnel file (excluding initial references) and to have a representative of the Association accompany him/her in such review. Such reviews shall not be held more than two (2) times during any single academic year or whenever any new document is added to his/her file. Reviews shall not be held during the employee's regular duty hours (except lunch and break periods) unless expressly authorized by the employee's immediate supervisor.
  2. No material, including but not limited to, student, parental or school personnel complaints, originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. Within fifteen (15) days of the time of review of material the bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material. Such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the contents of the material.
- E. Any case of job-related assault upon or involving an employee shall be immediately reported to the administration by the employee. The administration shall render all reasonable assistance in connection with the handling of the incident up to and including law enforcement and judicial authorities.

The Employer shall reimburse any bargaining unit member up to two hundred dollars (\$200) during the course of one (1) school year for damages to or destruction of the bargaining unit member's property, provided such damage, destruction, or loss occurred on school premises, occurred in the process of fulfilling their duty as an employee, and was not occasioned by the negligence of the bargaining unit member.

#### **ARTICLE IV - BOARD RIGHTS**

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations. It is expressly agreed that all rights which ordinarily vest in the Board, except those which are clearly and expressly

relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union. However, the Board shall bargain with the Association over any wages, hours, working conditions in accord with the Public Employment Relations Act (PERA). Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to lay off employees, but not in conflict with the provisions of this Agreement.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the means, methods, and processes of carrying on the work including the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations not in violation of this Agreement.
6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities.
7. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations. Determine the size of the management organization, its functions, authority, amount of supervision and the table of organizations, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
8. Determine the policy affecting the selection, testing, or training of employees, providing that such selection shall be based upon lawful criteria. Paraeducators, however, shall be required to comply with the Elementary and Secondary Education Act ("No Child Left Behind Act") so long as said law is in effect.

9. To the executive management and administrative control of the school system, and its properties, and facilities and the activities of its employees during working hours.
  10. To establish hiring procedures.
  11. To establish courses of instruction and professional development training programs for employees and to require attendance at any workshop, conference, etc., by employees, including special programs, offered during normal working hours. If attendance is required the Board will reimburse all expenses incurred by the member. In other instances the member may request attendance.
- B. Except as expressly provided otherwise in the Agreement, the determinations and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the Board.
- C. This listing of specific management rights to this Agreement is not intended to waive any rights as provided to the Board by Michigan General School Laws.
- D. The Board agrees that except in emergencies it will not assign work or duties that have been exclusively performed by members of the bargaining unit to non-bargaining unit members if doing so would result in the layoff of bargaining unit members or would prevent the recall of laid-off bargaining unit members.



## ARTICLE V - GRIEVANCE PROCEDURE

- A. Grievances will be presented by the grievant or Association representative. Grievances will be filed with the principal or appropriate Board representative. Only those claims by a bargaining unit member concerning a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as provided herein. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of probationary employees or non-renewal of probationary employees.
  2. Any matter involving employee evaluation.
- B. **LEVEL I:** The Association representative or grievant will file any grievances in writing with the principal or other designated board representative within ten (10) school calendar work days after the occurrence or knowledge thereof. The grievance will be waived if it is not presented in writing within the ten (10) school calendar work days. Timelines at each of the levels may be extended by mutual agreement.
- Written grievances shall be presented on the form set forth in Appendix B of this Agreement and shall contain the following:
1. It shall be signed by the grievant or grievants, or the Association.
  2. It shall be reasonably accurate.
  3. It shall contain a synopsis of the facts giving rise to the alleged violation.
  4. It shall cite the section or subsections of this contract alleged to have been violated.
  5. It shall contain the date of the alleged violation.
  6. It shall specify the relief requested.
- C. Within ten (10) school calendar work days of receipt of the grievance, the principal (immediate supervisor) or designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected bargaining unit members may or may not be present at such meeting. The principal or designated representative of the Board shall have ten (10) school calendar work days from the meeting to provide a disposition.

**LEVEL II:** If the principal's (or immediate supervisor's) disposition does not resolve the grievance, the Association shall submit the grievance to the superintendent within ten (10) school calendar work days of receipt of the principal's disposition. The superintendent shall have ten (10) school calendar work days thereafter to provide a disposition including the reason(s) when the grievance is denied.

**LEVEL III:** If the superintendent's disposition does not resolve the grievance, the Association shall file the grievance with the Secretary of the Board or the Board's designee within ten (10) school calendar work days of the receipt of the superintendent's answer.

- D. The Board or the Board designated grievance committee shall hold a hearing and otherwise investigate the grievance. However, in no event, except with the express written consent of the Association, shall final determination of the grievance committee be made by the Board or the Board designated grievance committee more than twenty-one (21) school calendar work days after its first submission to the Board or its representative.
- E. **LEVEL IV:** If a grievance remains unsettled after processing through Section D above, it may be submitted to arbitration by the Association under the following conditions:
1. The matter to be arbitrated must concern the application or interpretation of this Agreement, either as to the meaning of its terms or as to the rights of either party under these terms or as to whether action which has been taken is justified according to these terms.
  2. If the Association chooses to submit any grievance to arbitration, it must notify the superintendent in writing within ten (10) school calendar work days of the conclusion of Section D of the grievance procedure. Any grievance not submitted to arbitration within the time herein provided shall be deemed withdrawn.
  3. The Board and the Association may attempt to select a single arbitrator acceptable to both parties.
  4. If an agreement on the selection of an arbitrator is not reached, then the Association must file a Demand for Arbitration with the American Arbitration Association (AAA) no later than twenty-five (25) school calendar work days from the date of the answer to the grievance given at Section D of the grievance procedure.
  5. The arbitrator may interpret this Agreement and apply it to the particular case submitted, but the arbitrator shall, however, have no authority to add to, subtract from or in any way modify the terms of this Agreement, nor shall the arbitrator have any authority to limit or change policies, practices

or rules, except as they involve an application of this Agreement, nor shall the arbitrator have authority to formulate or add any new policies or rules, nor substitute his/her discretion for the Board's discretion in cases where the Board is given discretion by this Agreement. The arbitrator shall have no power to rule on the termination of service of a probationary employee. In the event any disciplinary action taken by the Board is made the subject of an arbitration proceeding, the arbitrator's authority shall, in addition to the limitation set forth herein, be limited to the determination of the question of whether the bargaining unit member involved had been disciplined for just cause. If the arbitrator finds that the penalty assessed by the Board is excessive for the offense or offenses committed, he/she may modify that penalty. It is further understood that salary schedules incorporated in this Agreement shall not be subject to arbitration and the arbitrator shall have no authority to rule on any pension plan or insurance program.

6. At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses and to make a written record of the proceedings.
  7. No claim against the Board including claims for back wages, by a bargaining unit member covered by this Agreement, or by the Association, shall be valid for more than the start of the year in which the grievance was dated.
  8. All costs incurred in connection with the preparation and presentation of each case shall be paid by the party incurring such costs. The expenses of each witness and the compensation of any witness for either party shall be paid by the party producing such witness.
  9. The arbitrator's fees and expenses shall be borne equally between the Association and the Board.
  10. No decision of an arbitrator or of the Board in one case shall create a basis for retroactive adjustment in any other case.
  11. A case on which an arbitrator has been given authority to rule shall not be withdrawn except by mutual consent of the parties to this Agreement.
  12. The decision of the arbitrator shall be final and binding upon the Board, the Association and the bargaining unit member(s) involved unless the arbitrator's decision is in conflict with the laws of the State of Michigan.
- F. If a grievance is not appealed within the time limits set forth in this Article, it shall be deemed to have been settled on the basis of the last answer.

## ARTICLE VI - AGENCY SHOP

- A. In accordance with the terms of this Article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a "service fee" to the Association.
- B. **Association Members.** Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- C. **Service Fee Payers.** Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
- D. **Non-Payment of Dues or Service Fees.** If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

- E. **Payroll Deduction.** Upon written authorization by a bargaining unit member or pursuant to Section D, the employer will deduct the appropriate amount of the dues, assessments, contributions to MEA-PAC/NEA Fund for Children and Public Education or to charities approved by the district and/or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period of each school year. Monies so deducted will be transmitted to the Association, or its designee, no later than fourteen (14) days following each deduction along with a list of the names, respective amounts deducted for each bargaining unit member. If the dues, assessment, contribution or service fee was determined wholly or in part by a percentage formula, the district shall also include on the transmission the wage amount used to calculate the respective dues, assessment, contribution or service fee.

## ARTICLE VII - SENIORITY

- A. Seniority shall be defined as the length of service within the district as a member of the bargaining unit and in a specific work classification. Accumulation of seniority shall begin from the bargaining unit member's first working day in a given classification.

In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots. Seniority shall not be accumulated from one classification to another. If a bargaining unit member voluntarily transfers to another classification, his/her seniority within the first classification will be frozen and seniority will begin to accrue within the new classification. In this way, a bargaining unit member may hold dual seniority status.

- B. **Probationary Period.** All bargaining unit members shall be probationary employees until they have completed sixty (60) consecutive school calendar work days of service, exclusive of any unpaid leaves or layoffs. During the probationary period, the bargaining unit member shall be represented by the Association for all purposes. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work. Probationary bargaining unit members shall be eligible to utilize fringe benefits, excluding sick leave, only after the successful completion of forty (40) consecutive school calendar work days of their probationary period. The probationary bargaining unit member may access sick leave from the first day of work in accord with the provisions of Article XII.
- C. **Seniority List.** The Employer and the Association will develop and will maintain an up-to-date seniority list showing the seniority of each bargaining unit member. A copy of the seniority list will be sent electronically to the FESA President and will be posted online by September 15 of each year. Changes in the seniority list shall be posted online and a copy shall be sent to the FESA President as the changes occur. The names of all bargaining unit members who have completed their probationary periods shall be listed on the seniority list, starting with the senior bargaining unit member's name at the top of the list.
- D. **Termination of Seniority.** Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position, if he/she does not return to work when recalled from layoff within ten (10) working days from receipt of the recall notice, or at the end of a time on layoff equal to his/her accumulated seniority at the time of layoff or four (4) years whichever is less.

### ARTICLE VIII - JOB DESCRIPTIONS

For each classification job descriptions will be developed by the Employer. The Employer shall request input from the Association when developing job descriptions. The Association shall be provided copies of all new and/or revised job descriptions within two (2) weeks of the Employer's developing the new job description or the revision.

## ARTICLE IX - VACANCIES AND TRANSFERS

- A. **Definition of Vacancy.** A vacancy shall be defined as a newly created position or a present position that is not filled or a present position that the Board intends to fill excluding temporary vacancies. Temporary vacancies shall be defined as those existing for fewer than thirty (30) school days.
  
- B. Vacancies shall be posted no less than five (5) work days prior to filling the vacancy and shall be simultaneously sent to the Farwell ESA president. Posting shall be in a conspicuous place in each school building. The posted notice will set forth any written requirements for the position and will be accompanied by a job description. When a position is filled, the administration shall notify all bargaining unit applicants within twenty-four (24) hours in person or by phone. If the bargaining unit applicant is not available in person or by phone, the notification shall be sent by U.S. mail and/or email as requested by the bargaining unit applicant.
  
- C. A bargaining unit member may request a transfer to a different position by submitting a written request to the superintendent of schools or his/her designee, and filing a copy of said request with the president of the Association. The request shall set forth the position sought, the individual's qualifications for the position sought, and the reason for the request.
  
- D. Any bargaining unit member may apply for a vacancy by submitting a written request to the superintendent or his/her designated representative within the posting period. When two or more bargaining unit members apply for a vacancy and are equally qualified according to the qualifications stated on the posting and job description, the bargaining unit member with the most district seniority shall be granted the position.
  
- E. The Board shall notify school year bargaining unit members of vacancies occurring during the summer by sending a copy of the posting to the Association president and to Association representatives as designated by the Association. This list of representatives shall be communicated to the school district by June 15th of each year. Summer postings shall be sent fourteen (14) calendar days prior to filling the vacancy.
  
- F. A transfer shall be defined as a change in assignment, buildings, and/or classification.
  
- G. When a bargaining unit member is transferred, he/she will continue on the appropriate step of the salary schedule in accordance with years of service in the district.

- H. A bargaining unit member who accepts a different bargaining unit position shall be subject to a trial/training period of thirty (30) school calendar work days which may be extended by mutual agreement by the Association and the Board. The immediate supervisor and the bargaining unit member may mutually agree in writing to a shorter trial period. During the thirty-day period, the district will provide any training necessary for the bargaining unit member to perform the job duties. A three-day notice, with copies to the superintendent and the Association president, shall be provided by the member/supervisor (whoever initiates the member's return to the former position).

In the event the bargaining unit member fails to complete the trial period to the Board's satisfaction, or elects to return to his/her former position during the trial period, the bargaining unit member shall be permitted to return to his/her former position without loss of seniority. This Section (H) applies only to voluntary transfers and does not apply to a member whose position has been reduced or eliminated and who exercises his/her seniority rights.

- I. **Involuntary Transfer.** Involuntary transfers shall be transfers which have not been requested by a bargaining unit member. Whenever possible an involuntary transfer shall be made in accordance with the seniority list with the least senior bargaining unit member involuntarily transferred first. The Board shall notify the bargaining unit member and the FESA President of its intent to involuntarily transfer any bargaining unit member. Whenever possible, this notice shall be given at least two weeks in advance of the actual transfer.
- J. **Temporary Transfer.** A bargaining unit member temporarily transferred shall be paid his/her regular rate and hours or the entry level rate and hours for the job to which he/she is transferred, whichever is greater, while performing such work.



## ARTICLE X - WORKING CONDITIONS

- A. **Unsafe or Hazardous Conditions.** Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. The Board shall provide adequate rest areas, lounges and restrooms for bargaining unit members' use.
- B. **Student Discipline.** The Board shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit member's assigned work area. The Board or its designated representative shall take reasonable steps to aid the bargaining unit member in respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such physical force with a student as is necessary to protect themselves, a fellow bargaining unit member, teacher an administrator or another student from attack, physical abuse or injury, or to prevent damage to district property. Bargaining unit members shall be responsible for the exercise of good judgment in the use of physical force against students and are not authorized to act in an unnecessarily aggressive manner.
- C. The normal work year for school term bargaining unit members shall be determined by the Board and will reflect the school year calendar as bargained by the Farwell Education Association. Each bargaining unit member will be presented with a copy of his/her work schedule by his/her immediate supervisor at the beginning of the work year. The following days will be included in the work schedule for school term bargaining unit members: teacher professional development days, Open House, first and last day of teacher duty, and all days of scheduled student instruction.

The normal work year for other bargaining unit members shall be as follows:

High School Lead Secretary	211 days
All other Secretaries	201 days
Media /Technology Assistants:	6.5 - 8.0 hours/day for school year .
Media Assistants:	6.5 - 8.0 hours/day for school year

- D. The work day and schedule for all bargaining unit members shall be established by the Board, based on the Board's determination of the needs and resources of the district, and may be changed from time to time as deemed necessary and appropriate by the Board in its sole discretion. However, all full-time bargaining unit members shall work at least a minimum of 1020 hours per year.
1. The workday for paraprofessionals shall range from three (3) to seven and one-half (7 ½) hours. Every effort will be made to have bargaining unit members working at least six and one-half (6 ½) hours before additional employees are hired into their particular classification.

2. The workday for secretaries shall normally consist of eight (8) hours.
3. At least a thirty (30)-minute unpaid duty-free lunch period shall be allotted daily to employees working five (5) hours or more. These lunch periods shall be scheduled by the employee's immediate supervisor. However, secretaries may voluntarily work through the lunch period as part of their eight-hour day with the approval of their immediate supervisor.
4. When a bargaining unit member is called in to work and the time is not adjacent to the bargaining unit member's normal workday, the bargaining unit member shall receive a minimum of one (1) hour of pay.
5. All bargaining unit members who work five (5) hours or more will be entitled to two (2) ten (10) minute relief times. Bargaining unit members who work less than five (5) hours will receive one (1) ten (10) minute relief time.
6. Individual work schedules may be changed only after the Immediate Supervisor has given fifteen (15) workdays notice to the affected employee except when the employee and supervisor mutually agree to the change. Bargaining unit members impacted by such change notice shall have the opportunity to exercise their options to maintain the hours they had prior to the notice through the bumping process. The Association President shall be notified of changes in work schedules.

**E. Overtime**

1. Overtime shall be awarded to bargaining unit members within their classification based on knowledge and ability to perform the work.
2. Time and one-half (1 ½) will be paid for all hours over forty (40) in one week.

**F. Substitutes.** The Board will make every effort to provide substitutes when necessary.

**G. Act of God Days.** Nothing in this Agreement shall require the Board to keep offices/buildings open in the event of inclement weather, or when otherwise prevented by an Act of God, or an event that causes the closing of schools. When the schools are closed to students, due to the above conditions, bargaining unit members shall not be required to report to their job assignments and shall suffer no loss of salary during the period of closing. If Act of God Days are made up, bargaining unit members shall receive no additional pay. On Act of God Days, called beyond state allotted days, any bargaining unit member who begins his/her duties at the regularly scheduled time shall be paid for time actually worked at

his/her regular hourly rate if the Board fails to cancel school prior to the bargaining unit member's regularly scheduled starting time.

#### H. **Special Needs Students**

1. If a bargaining unit member will be providing instructional or other services to a medically fragile student, the bargaining unit member will be trained in the procedures to be taken in the event an emergency arises related to the student's medical condition. The training shall be conducted by qualified staff in compliance with the Michigan Public Health Code. If a substitute is not trained in the procedure(s) and if the district employs a school nurse, the school nurse will provide the service.
  2. No bargaining unit member will be required to provide services of a medical nature to a medically fragile student without being given Board paid training to provide the services unless the services are necessitated by emergency. Whenever possible, there shall be two adults present when any services of a medical nature are performed, including the administering of medication. Training shall be conducted by qualified staff in compliance with the Michigan Public Health Code.
  3. The district shall comply with Michigan's Public Health Code (MCL 333.16109(2), 16215, 17001 and 17201). On a case-by-case basis, the district will determine what training and other support should be provided to the bargaining unit member who will be providing instructional or other services to a medically fragile student.
- I. Bargaining unit members assigned at the outset of the school year to outdoor work shall receive an allowance of seventy-five dollars (\$75.00) per year toward the purchase of outside clothing for inclement weather. Receipts shall be required.

### **ARTICLE XI - STAFFING, LAYOFF AND RECALL**

- A. **Staffing Review Committee.** A staffing review committee consisting of the Superintendent, principals, the FESA President and an Association representative selected from each building by the President shall meet to review the positions available for the next school year. The committee shall meet by May 29 and as needed to review proposed staffing assignments and ensure compliance with the Master Agreement.

- B. **Notice of Layoff.** No employee shall be laid off unless the employee and the Association president shall have been notified of the layoff at least thirty (30) calendar days prior to the effective date of layoff.
- C. **Layoff Procedure.** In the event of a necessary reduction in work force, the Board shall first lay off probationary bargaining unit members in the classification scheduled for reduction, then the least senior bargaining unit members in that classification. In no case shall a new employee be employed by the Board while there are laid off bargaining unit members who are qualified for a vacant or newly created position. Any bargaining unit member who has served in a position in the past shall be considered qualified for said position, provided he/she meets the certification requirements, new posting requirements and requirements of the job description.
- D. **Reduction in Work Hours.** There shall be no reduction in the normal work hours provided for any bargaining unit member or position without notification to the Association as to the reasons for the reduction and its ramifications. In no case shall a reduction of any bargaining unit member's work hours take effect until fifteen (15) working days after written notice to the affected bargaining unit member(s) is given by the Board.
- In the event a bargaining unit member is notified of a reduction in his/her scheduled hours, the bargaining unit member shall be allowed to bump the least senior member in the same classification with the same or comparable hours. Comparable hours for the purpose of this section would be forty-five (45) minutes either way. If no position is available within the member's classification, he/she may bump the least senior person in another classification in which he/she has seniority, meets any certification requirements and meets the requirements of the job description. (See also Article VII, section A.)
- E. **Benefits.** For the first sixty (60) days of such layoff all fringe benefits will be continued by the Board. Laid off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Board.
- F. **Substitute Priority.** A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list at sub pay according to his/her seniority, provided the laid off bargaining unit member has the qualifications and ability to perform the work. A laid off bargaining unit member who repeatedly refuses substitute work may be removed from the substitute list.
- G. **Recall.** When the work force is increased after a layoff, bargaining unit members will be recalled by classification seniority, with the most senior bargaining unit member being recalled first. Bargaining unit members shall not lose any accumulated sick leave, vacation time, position on the seniority list or

placement on the salary schedule due to a layoff. The bargaining unit member will move to the appropriate step on the salary schedule in accordance with years of service in the district.

- H. **Notice of Recall.** Notices of recall of bargaining unit members on permanent layoff shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Board notified as to his/her current mailing address. A bargaining unit member on layoff shall be given at least ten (10) work days from receipt of notice to report to work. The Board may fill the position on a temporary basis until the recalled bargaining unit member can report for work, providing the bargaining unit member reports within the ten (10) working day period. The bargaining unit member shall report to work upon the date specified by the Board and failure to report on that date shall terminate his/her employment, unless an extension for extenuating circumstances is granted by the Board. If a currently laid off bargaining unit member turns down a position of comparable hours, she/he shall be removed from the recall list.
- I. **Termination of Seniority.** Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position, if he/she does not return to work when recalled from layoff within ten (10) working days from receipt of the recall notice, or at the end of a time on layoff equal to his/her accumulated seniority at the time of layoff or four (4) years whichever is less.

## ARTICLE XII - LEAVES OF ABSENCE - PAID

### A. Sick Leave

Each bargaining unit member shall receive one (1) sick day per month up to ten (10) days per year, the unused portion of which shall accumulate from year to year without limitation to a maximum of one hundred twenty (120) days, including those sick days already accumulated. However, all secretaries who work at least two (2) weeks before and two (2) weeks after the school year, as well as any media technology assistants or media assistants who are assigned to work four (4) weeks in the summer, shall receive one (1) sick day per month up to eleven (11) days per year. Any bargaining unit member who has more than 120 sick days accumulated at the end of the school year shall be paid for the number of days in excess of 120. The pay for these days shall be twenty dollars (\$20.00) per day. This amount shall be paid in the last paycheck of the school year. The Board shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.

1. A bargaining unit member may use all or any portion of his/her earned sick leave for: personal illness, personal injury or physical disability including maternity related disability. If a bargaining unit member elects to use paid sick leave for maternity related disability, such leave will be used in place of an unpaid leave of absence and can be used only for the actual time of disability. If the illness continues beyond five (5) consecutive work days, the bargaining unit member will provide a written statement from a physician upon the request of the immediate supervisor.
2. A maximum of eight (8) days sick leave per year may be used for a serious illness in the immediate family. Immediate family is to be defined for the purpose of this paragraph as follows: mother, father, brother, sister, wife, husband, son, daughter. Sick leave days may be used for other family members with the approval of the superintendent.

### B. Voluntary Donation of Sick Days

1. Donation of sick days to individuals
  - a. A bargaining unit member may volunteer to donate one (1) or more of his/her sick days in whole day increments, for a total of 10% per year of his/her accumulated sick days, to any individual who qualifies under guidelines listed below.

- b. The bargaining unit member's decision to donate sick days is irrevocable. The individual donating days will complete a Sick Day Donation Form (Appendix C).
2. Eligibility: The bargaining unit member who requests sick day donations must first exhaust all of his/her own sick and personal days. The individual requesting donated days will complete a Sick Day Donation Form (Appendix C).

The decision to grant use of donated sick days for the bargaining unit member or his/her immediate family member may be based in part on, but not limited to, any of the following:

- a. A review of other options available for the care of the immediate family member; for purposes of use of donated sick days, immediate family is defined as spouse or child.
  - b. A doctor's statement is required clearly identifying that medical treatment/care is needed and stating the estimated length of leave time needed.
3. **General Information:**
- a. The individual requesting donated sick days must send the form to both the superintendent and the Association president.
  - b. Request for use of donated sick days may require the completion of Family and Medical Leave Act forms.
  - c. Any current insurance benefits will continue while the bargaining unit member is utilizing donated sick days.
  - d. The provisions and benefits of donated sick days terminate at the end of each school year.

C. **Bereavement Days**

Bereavement leave with pay, not to be charged against sick leave, shall be granted to members as needed in case of death in his/her immediate family not to exceed five (5) days. "Immediate family," for the purpose of this paragraph, is defined as spouse, children and parents (including step family) of employee. Additional days may be granted with the approval of the Superintendent.

A leave of absence for up to three (3) days, not to be charged against sick leave, shall be granted in case of death of other members of the immediate family. Other members of the immediate family (including step family) shall consist of

spouse of child, brother or sister, grandparents, grandchildren, aunt, uncle, and in-laws of the employee. Any person residing in the same household may also be considered as the immediate family for the purpose of this section. Additional days may be granted with the approval of the Superintendent and will be charged against sick leave.

A leave of absence for up to two (2) days, to be charged against sick leave, shall be granted for attendance at the funeral service of a person whose relationship to the bargaining unit member warrants such attendance. Additional sick days may be used with the approval of the Superintendent.

**D. Personal Days**

1. Each bargaining unit member shall be granted three (3) days of personal business leave per year.
2. Personal business days may be used for personal business which cannot be conducted other than during normal work hours. Prior approval of the superintendent is required and requests for approval shall be submitted in writing to the superintendent not less than three (3) days prior to the date requested, except in cases of emergencies. All of the days shall be "no questions asked" days. The superintendent shall send a copy of the approval to the principal. Personal days can accumulate to a total of six (6). Any days over six shall be converted to sick days and shall be added to the bargaining unit member's accumulated sick day account.
  - a. All requests for personal leave shall be made on a form provided by the Board.
  - b. Leave days shall not be used for extensions of vacations or holidays, or for participation in or support of any conduct prohibited by law, including withholding of services.
  - c. No more than three (3) bargaining unit members from the elementary building, one (1) member from the high school and two (2) from the middle school or six (6) from the system may be granted this leave per day.
  - d. Bargaining unit members shall not lose these days if school is closed due to an Act of God.

- E. Jury Duty.** An employee who served on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay provided he/she makes himself/herself available for work with his/her regular work schedule when not occupied with jury duty. No employee shall be requested to turn over jury duty



mileage provided they cash the check and bring the money to Central Office and provide verification.

- F. **Association Days.** The Employer shall grant the Association ten (10) paid leave days for the use of its representatives to conduct Association business or participate in Association activities. Five (5) days shall be paid by the Board, and the other five (5) shall be paid by the Association. Such days may only be utilized by the officers and/or agents of the Association.
  
- G. An employee absent for less than a whole day will be charged to the nearest one half ( $\frac{1}{2}$ ) day in the case of both sick leave and personal leave use. However, leave may be taken in one (1) hour increments not to exceed six (6) hours per year and these hours shall not be rounded up to a half day.

## ARTICLE XIII - LEAVES OF ABSENCE - UNPAID

### A. Length and Eligibility

1. Leaves of absence without pay or benefits not to exceed one (1) year may be granted without loss of seniority upon written request to the superintendent or his designee.
2. Eligibility for a leave of absence requires a minimum of one (1) year of continuous employment by the Board as a permanent employee except in cases of health, maternity or military leaves.

### B. Leaves of Absence shall be granted by the Board for:

1. Infant Child Care Leave: Infant child care leave will be granted in accordance with section A of this Article.
2. Upon the recommendation of a physician a health leave without pay shall be granted for prolonged illness in the immediate family, spouse or children and employee. See Article XII, section A, number 2, for definition of immediate family.
3. Service in a governmental agency.
4. Other reasons as deemed appropriate by the Board of Education. Other reasons may include such things as, but not limited to, emergencies, family and personal obligations, but shall not include personal vacation.

### C. Return from Leave of Absence

1. Employees on leave for health reasons must either return, resign, or request a special extension for a maximum of one (1) additional year.
2. When an employee's health permits his/her return, he/she shall make his/her request known in writing to the superintendent and will submit a statement for a physician of the employee's fitness for work. In the event there is a question of the employee's fitness to return to work, the Board has the right to request an examination by a physician selected by the Board at the expense of the Board.
3. An employee returning from an approved leave of absence shall be reinstated to the classification he/she held when the leave began.

4. An employee returning from a leave of absence of less than and including sixty (60) calendar days shall be required to notify the Board in writing, of his/her intent to return at least ten (10) working days prior to the date of his/her return.
  5. Employees wishing to return from a leave of absence of more than sixty (60) calendar days shall be required to notify the Board in writing of his/her desire to return at least twenty (20) working days prior to the end of the leave or to request an extension, or to submit a resignation, otherwise the employee will be considered as terminating his/her employment with the district.
- D. **Military Service.** Any employee who interrupts employment in a school district to perform active services in the Armed Forces of the United States is entitled to reemployment rights in the position he/she vacated, or one of like status and pay scale provided.

## ARTICLE XIV - HOLIDAYS AND VACATIONS

For purposes of this Article a work week shall be defined as a five (5) consecutive day period consisting of days actually worked, paid holidays, paid leave days and excluding vacation and other days not worked.

Employees scheduled to work abbreviated schedules shall have the total hours in their weekly schedules broken down into fifths to determine the amount of time appropriate in calculating a day of holiday pay.

A. Bargaining unit members shall have the following days off with pay.

1. School Year Employees:

Labor Day	Christmas Day
November 15 (if no school)	New Year's Day
Thanksgiving Day	Good Friday (if no school)
Day after Thanksgiving Day	Memorial Day

2. Employees working over 10 months and up to 11 months:

Same as # 1 above and add:  
One half (1/2) day on Christmas Eve Day  
One half (1/2) day on New Year's Eve

3. Full Year Employees: same as #1 above, add:

July 4<sup>th</sup>  
One half (1/2) day on Christmas Eve Day  
One half (1/2) day on New Year's Eve

B. Vacation Days: full year employees will have the following vacation days:

After one year	-	5 days
After two years	-	10 days
After ten years	-	15 days
After fifteen years	-	20 days (40 hour/12 month employees)

## ARTICLE XV - COMPENSATION / BENEFITS

A. The wages for bargaining unit members covered by this Agreement are set forth in APPENDIX A, which is attached to and incorporated in this Agreement.

B. **Pays:** Bargaining unit members shall be paid bi-weekly by direct deposit unless otherwise mutually agreed by the Association and the District. Three months notice will be given to bargaining unit members before implementing direct deposit.

[If the entire district moves to payments on the fifteenth (15th) and thirtieth (30th) of each month, a Letter of Agreement shall be mutually agreed upon by the parties and shall include the following: When the 15th or 30th falls on a Saturday or Sunday, the bargaining unit members shall be paid on the preceding Friday. In February, the second pay shall be on February 28 (29th in Leap Year) or the Friday preceding that date if it falls on a Saturday or Sunday.]

**Pay Periods:** Bargaining unit members will have the option of continuing their regular pay periods or extending their pay through twenty-six (26) pay periods. Hourly pay rates shall be reflected on the first paycheck of the year.

C. **Unused Sick Days:** Any bargaining unit member who is retiring or resigning from the District shall be compensated at fifty percent (50%) of his/her daily wage per day for each accumulated day of unused sick leave. Payment under this section shall be made to a 403(b) plan account designated by the bargaining unit member. There shall be no cash option to this employer 403(b) contribution.

D. **Benefits:**

1. The Board shall provide for a full twelve month period the following dollar amounts towards the monthly premium for MESSA Choices II (\$10/20 Rx) health insurance for any bargaining unit member who elects to be covered by the health care plan, provided the bargaining unit member is scheduled to work six (6) hours or more per day. The Association may add cost saving riders with notice to the superintendent and the business manager will notify MESSA.

For 2009-10 Three hundred sixty dollars (\$360.00) per month

For 2010-11 Three hundred sixty dollars (\$360.00) per month

2. Each bargaining unit member shall be provided \$20,000 Term Life fully paid, entire cost of premium to be assumed and paid by the Board.

3. Effective as soon as possible after ratification of the Agreement, the Board shall provide VSP 1 Bronze Vision Insurance for a full twelve-month period for all bargaining unit members.

E. **Mileage:** Authorized use of the bargaining unit members' private automobiles shall be reimbursed at the rate per mile established each year by the Internal Revenue Service and shall be in effect accordingly.

F. **Training, Professional Development and Education:** The Board will pay an amount equivalent to the regular hourly wage for attendance at conferences, workshops and training that is approved by the local district for any bargaining

unit members. The Board will pay required conference fees and mileage as per Section E above for required travel to such sessions.

- G. **Professional Development:** All bargaining unit members shall be paid for each professional development day worked or attending the professional development. Bargaining unit members shall be paid for actual hours worked for that day.
- H. **Substitute Calling:** The bargaining unit member responsible for calling teacher substitutes shall receive the extra compensation of fourteen hundred dollars (\$1400) per semester. The bargaining unit member responsible for calling paraprofessional staff substitutes will receive the extra compensation of four hundred twenty-five dollars (\$425) per semester.

#### ARTICLE XVI - EVALUATION

The work performance of all employees shall be in writing by their immediate supervisor/administrator. The employee will be given a copy of any evaluation prepared and will have the right to discuss such report with their supervisor/administrator. The employee will sign the report signifying receipt of same, but in no way shall such signature indicate agreement with said evaluation. The employee shall have the right to rebut the contents of the evaluation. The rebuttal shall be attached to the employee's evaluation.

#### ARTICLE XVII - NEGOTIATION PROCEDURES

- A. **Terms and Conditions.** It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties.
- B. **Procedures.** Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term.
- C. **Bargaining Team.** Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. **Final Agreements.** There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be printed with the expense shared equally by the Employer and the Association.

## ARTICLE XVIII - DISCIPLINE OF EMPLOYEES

- A. When the Employer feels disciplinary action is warranted, such action must be taken within five (5) working days of the date it is reasonable to assume that the Employer became aware of the conditions giving rise to the discipline.
- B. The responsibility of discipline and/or discharge of employees is vested in the Board or its designated representatives.
- C. The Board shall submit written notification of any discipline or discharge of an employee to the employee within five (5) working days of such action and so notify the Union.
- D. In any case of discipline or discharge, the employee shall have the right to Union representation at any meeting or hearing scheduled for the purpose of discipline or discharge.
- E. Before any reference to or the actual complaint from a student, parent, or any person is entered into an employee's personnel file, it must be brought to the attention of the employee within ten (10) workdays of the complaint. The employee shall be permitted to attach a written response to any complaint placed in the personnel file. The employee shall have the right to challenge the validity of any complaint and the placement of said complaint into his/her personnel file.
- F. After one year an employee may request a hearing for the removal of a written reprimand placed in his/her file.
- G. Employees shall be subject to disciplinary action for reasons such as, but not limited to, insubordination or violation of Employer's rules and regulations.
- H. Administrative action which results in a discharge of an employee shall be immediately subject to the Board of Education level of the Grievance Procedure at the discretion of the Association.
- I. No employee shall be disciplined without just cause. Due process shall be followed in all discipline cases.

**ARTICLE XIX - ESEA**  
**"No Child Left Behind"**

**Qualifications of Instructional Paraprofessionals:**

- A. Paraprofessionals must meet the requirements of the Elementary and Secondary Education Act.
  
- B. If a paraprofessional has been determined by the Michigan Department of Education as meeting the requirements of the Elementary and Secondary Education Act, then he/she shall be considered by this school district as meeting the requirements of the ESEA.



**ARTICLE XX - DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2009 and shall continue in effect until the thirtieth 30th day of June, 2011. All provisions are retroactive except where specified otherwise.

**FARWELL EDUCATIONAL SUPPORT  
ASSOCIATION, MEA/NEA**

**FARWELL BOARD OF  
EDUCATION, FARWELL  
AREA SCHOOLS**

By: \_\_\_\_\_  
Teresa Mackie  
President

By: \_\_\_\_\_  
President  
Board of Education

By: \_\_\_\_\_  
Kathleen Tucker  
Chief Spokesperson  
MEA UniServ Director

By: \_\_\_\_\_  
Dave Peterson,  
Chief Spokesperson  
Superintendent

By: \_\_\_\_\_  
Pamela J. Grider

By: \_\_\_\_\_  
Hugh Lewis

By: \_\_\_\_\_  
M. Sue Guzowski

Date \_\_\_\_\_

By: \_\_\_\_\_  
Christine Hamlin

By: \_\_\_\_\_  
Debra Smith

Date \_\_\_\_\_

**Farwell ESA**  
**APPENDIX A - WAGE SCALE**

2009-10: 0% over the 2008-09 wage scale.  
An additional \$200 shall be paid off schedule by June 30, 2010, to all bargaining unit members.

2010-11: 0% over the 2009-10 wage scale.

**PARAPROFESSIONALS**

Step	2009-10		2010-11	
	Not Certified	Certified	Not Certified	Certified
1	7.55	8.24	7.55	8.24
2	7.95	8.50	7.95	8.50
3	8.39	8.76	8.39	8.76
4	11.63	11.73	11.63	11.73
5	11.83	11.83	11.83	11.83
6		12.40		12.40

**MEDIA ASSISTANTS**

Step	2009-10		2010-11	
	Not Certified	Certified	Not Certified	Certified
1	7.55	8.24	7.55	8.24
2	7.95	8.50	7.95	8.50
3	8.39	8.76	8.39	8.76
4	11.63	11.73	11.63	11.73
5	11.83	11.83	11.83	11.83
6		12.40		12.40

**SECRETARIES**

Step	2009-10	2010-11
1	8.94	8.94
2	9.65	9.65
3	10.80	10.80
4	11.93	11.93
5	12.04	12.04
6	13.12	13.12

**MEDIA/TECHNOLOGY ASSISTANTS\***

Step	2009-10	2010-11
1	8.90	8.90
2	9.60	9.60
3	10.74	10.74
4	11.88	11.88
5	11.98	11.98
6	12.75	12.75

*\*Media Assistants employed as of July 1, 2009 will continue to be paid on this wage scale through 2009-10. Bargaining unit members employed as of July 1, 2009 and who continue to be employed in Media Assistant positions shall continue to be paid on this wage scale.*

**RTC ROOM ATTENDANT/CHOICE ROOM  
(Positions not requiring a teaching certificate)**

STEP	2009-10		2010-2011	
	Non-degreed	Degreed	Non-degreed	Degreed
1	8.24	10.00	8.24	10.00
2	8.50	10.74	8.50	10.74
3	8.76	11.48	8.76	11.48
4	11.73	12.23	11.73	12.23
5	11.83	12.33	11.83	12.33
6	12.40	12.92	12.40	12.92

**INTERPRETER**

STEP	2009-10		2010-2011	
	Non-certified	AQ-1 Certified	Non-Certified	AQ-1 certified
1	8.64	8.90	8.64	8.90
2	9.32	9.60	9.32	9.60
3	10.43	10.74	10.43	10.74
4	11.53	11.88	11.53	11.88
5	11.63	11.98	11.63	11.98
6	12.39	12.75	12.39	12.75

**LONGEVITY:** Bargaining unit members shall receive adjustments above their current rate of pay according to the following longevity schedule.

\*\*8<sup>th</sup> year and thereafter -- additional \$.15 per hour  
10<sup>th</sup> year and thereafter -- additional \$.20 per hour  
12<sup>th</sup> year and thereafter -- additional \$ .15 per hour  
15<sup>th</sup> year and thereafter -- additional \$.10 per hour  
17<sup>th</sup> year and thereafter -- additional \$ .10 per hour  
20<sup>th</sup> year and thereafter -- additional \$.10 per hour  
25<sup>th</sup> year and thereafter -- additional \$ .15 per hour—effective  
the day after ratification of this Agreement.

*\*\*Bargaining unit members who had reached year 6 or 7 by 2005-06 were paid 8<sup>th</sup> year longevity.*

*\*\*Bargaining unit members who had reached year 7 by 2006-07 were paid 8<sup>th</sup> year longevity.*

**APPENDIX B**  
**FARWELL E.S.A. - GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_

*Page 1*

Distribution of form:

- |                    |                |
|--------------------|----------------|
| 1. Superintendent, | 2. Supervisor, |
| 3. Association,    | 4. Employee    |

Refer to Grievance Procedure of Agreement for time limits.

-----

Name of Grievant	Building	Assignment	Date Filed
_____	_____	_____	_____

**Level I: Principal/Immediate Supervisor**

1. Date Grievance occurred or knowledge thereof \_\_\_\_\_

2. Contract Sections or subsections alleged to have been violated: \_\_\_\_\_

3. Statement of Grievance \_\_\_\_\_

4. Relief sought \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature of Grievant                      Date

5. Disposition by Supervisor/Principal \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature of Supervisor/Principal                      Date

6. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Association Signature                      Date

**Level II: Superintendent**

1. Date received by Superintendent or designee \_\_\_\_\_

2. Disposition of Superintendent or designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

3. Position of Association \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Association Signature Date

**Level III: Board of Education**

1. Date received by Board of Education/designee \_\_\_\_\_

2. Disposition by Board \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

3. Position of Association \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Association Signature Date

**Level IV: Arbitration**

1. Date Superintendent notified of decision to arbitrate: \_\_\_\_\_

2. Date the Demand for Arbitration filed with AAA: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Association Signature Date

**APPENDIX C**  
**SICK DAY DONATION FORM**

**Complete this section to request donated sick days.**

To the Superintendent and the Farwell Education Association President:

Date of Application: \_\_\_\_\_

Name: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Address: \_\_\_\_\_ Daytime Phone Number: \_\_\_\_\_

Complete the information below:

I am requesting \_\_\_\_\_ donated sick days for self, spouse or child. (Circle one)  
Appropriate medical documentation has been provided to the Superintendent's office.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

---

**You are Responsible to Send a Copy to the Business Office**

**Complete this section to donate sick days.**

To the Superintendent and the Farwell Education Association President:

Date of Application: \_\_\_\_\_ Time \_\_\_\_\_

Name: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Address: \_\_\_\_\_ Daytime Phone Number: \_\_\_\_\_

Complete the information below:

I agree to donate \_\_\_\_\_ sick days\* and understand that the decision to donate is irrevocable.

*\*A bargaining unit member may donate no more than 10% of his/her accumulated sick day in any school year. (Article XII)*

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**LETTER of AGREEMENT**

**Between**

**The Farwell Area Schools  
And  
The Farwell Educational Support Association**

**Re: Compensation for special education duties**

In an effort to both meet the needs of our district and compensate our employees for additional duties and responsibilities, the parties agree to the following.

The bargaining unit member assigned the additional duties described herein will be compensated an additional \$3,000 for special education duties performed per school calendar work year. This \$3,000 payment will be paid in equal installments from the point of the signing of this Letter of Agreement until the end of the school year.

This Letter of Agreement is an addendum to the 2009-11 Master Agreement.

For The Farwell Area Schools:

For the Farwell Educational Support  
Personnel Association:

\_\_\_\_\_  
Superintendent  
Negotiations Spokesperson

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
MEA UniServ Director  
Negotiations Spokesperson

\_\_\_\_\_  
Date