

Article I: Preamble

The Farragut Board of education and the Farragut Education Association recognize and declare that providing a quality education for the students of the Farragut Community School District is a mutual desire. It is agreed that the character of such education depends in a large measure upon the quality and morale of the teaching service. The mutual aim of this agreement is to build morale and negotiate in good faith.

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

Article II: Grievance Procedures

A. Definitions

1. Grievance: A grievance shall mean that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.
2. Grievant: A grievant is an employee or group of employees filing the grievance or in the case of a class grievance, the Association.
3. Year-End Grievance: In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to the parties involved, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within the maximum of 30 days thereafter.
4. Days: *Days* shall mean working days except over summer break (June, July, and August). *Working days* shall mean Monday through Friday.

B. Procedure

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise under this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of an employee or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal of that alleged grievance. An administrator's failure to give a decision within the prescribed time limits

shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.

3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative(s) shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or the teaching staff.
4. All grievances must be presented within ten (10) working days of the date of occurrence or knowledge of the occurrence of the event that gave rise to the grievance.
5. At each step in the grievance procedure, the Association and Administration shall have the right to have representatives or witnesses attend any meeting to resolve or prevent a grievance.
6. If a grievance affects two or more employees and is signed by said employees, said grievance shall be defined as a class grievance. Then the Association may process the grievance beginning at step two of the grievance procedure. A minimum of two affected employees must be present at each level through level three.

C. Grievance Steps

1. Step One: An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his/her building principal.
2. Step Two: If a grievance is not resolved informally at the first step, the aggrieved shall file the grievance in written form with the building principal within ten (10) days after the informal conference with the building principal. The written grievance shall state the nature of the grievance, spelling out the specific clause or clauses of this agreement that has allegedly been violated, misinterpreted, or misapplied, and shall state the remedy requested. Within ten (10) days after the principal receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved to discuss the alleged grievance and attempt to resolve the same. The principal, or designee, shall render such decision and communicate it in writing to the aggrieved within ten (10) days following the meeting between the principal and the aggrieved.
3. Step Three: In the event that a grievance is not satisfactorily resolved at the second step, the aggrieved may file an appeal of the principal's answer within ten (10) days of the said written decision with the Superintendent and/or his representative(s). Within ten days after the written grievance is filed, the aggrieved, the representative(s) of the aggrieved, if desired, and

the Superintendent shall meet in an attempt to resolve the grievance. The Superintendent and/or his representative(s) shall file an answer within ten (10) days of the grievance meeting for Step Three and communicate it in writing to the employee, the principal, and the representative of the employee.

4. Step Four: If the grievance is not resolved satisfactorily in Step Three, a fourth step of impartial binding arbitration shall be made available.

Within ten (10) days, the grievant and the Association shall submit in writing a request to enter into binding arbitration. The Public Employment Relations Board shall be requested to provide a list of five (5) arbitrators. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. Each of the two parties shall alternately strike one name at a time from the list until one shall remain. The party selected to remove the first name shall do so within five (5) days after receipt of the list. Each party shall have one day to remove the next name. The remaining name shall be the arbitrator.

The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of the briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. The arbitrator shall have no power to alter, change, detract from, or add to the provisions of this agreement, but shall have power only to apply and interpret the provisions of this agreement.

Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator. The fee of the arbitrator shall be equally shared between the employer and the grievant or his/her representative.

D. Other

1. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, representatives, and the grievant. Designated or selected representatives may be present at all steps.
2. Unless agreed to by the superintendent or designee, all grievances shall be processed outside the employee's work day.

E. Personnel Files

All documents, communications, and records subsequent to the filing of a grievance shall be filed separately from the personnel files of the participants.

F. Grievance Forms

The approved grievance form (see Attachment E), shall be used to process grievances. A grievance form must be attached to each master contract given to an employee.

Article III: *Dues and Payroll Deduction*

A. Deduction of Dues

1. Any employee who is a member of the bargaining unit may sign and deliver to the Association an assignment authorizing a payroll deduction of professional dues. It shall be the responsibility of the Association to inform members of the dues deduction system and to provide the necessary authorization forms for the deduction.
2. Payroll deduction forms shall be presented to the business office (in alphabetical order) on or before September 10 of each year. The payroll deduction form shall continue to be in effect from year-to-year unless terminated by the employee. Employees who begin deductions after September 10 shall have their dues prorated on the basis of the remaining months of employment through June.
3. Pursuant to a deduction authorization form, the Board shall deduct one-tenth (1/10) of the total current dues from the regular salary check of the employee each month for ten months, beginning in September and ending in June of each year. The Board shall not be responsible for collecting special fees or assessments, back dues, fines, or similar items.
4. It shall not be the responsibility of the Board to deduct that portion of unpaid dues of an employee who leaves the school district before the end of the school year.
5. The Association agrees to indemnify and hold harmless the school district, each Board member, and all employees of the district against any and all claims, costs, or other forms of liability, and all court costs and attorney's fees arising out of application of the provisions in the agreement between the parties for the collection of dues.

B. Payroll Deductions

Upon appropriate written authorization from the employee, received at least five (5) working days prior to and not including the September pay date, the Board shall accommodate deductions for annuities, insurance, and/or other

plans or programs approved by the Board. The number of such deductions shall be limited to whatever can be accommodated by the current payroll procedures.

Article IV: *Employee Hours and Duties*

A. Hours and Duties

1. The workday shall begin at 8:00 AM and end at 4:00 PM except on Fridays, days of inclement weather, days preceding holidays, and days preceding vacation periods (on those days the workday shall end when the buses leave).
2. Employees leaving the buildings during working hours shall sign out with the stated reason provided on the sign-out form that is located in the principal's office.
3. Employees covered by this *Master Contract* may be required to report before or remain after the regular workday for the purpose of attending faculty or other administratively called meetings provided such meetings begin no earlier than 7:45 AM and run no later than 4:30 PM. Meetings shall not be called on Friday afternoons or on afternoons that immediately precede a holiday or recess period.
4. Volunteers shall be solicited first and if a sufficient number of volunteers cannot be secured, employees shall be assigned to take tickets or supervise at no more than three (3) athletic events per year. Compensation shall be an athletic pass for all home games, with the exception of tournaments, for the employee and immediate family.
5. Employees covered by the *Master Contract* may have later arrival times or earlier departure times for personal reasons on an individual basis when approved by the appropriate school administrator(s). This section of this article shall not be grieved.
6. A duty free lunch period shall be defined as twenty-five minutes per day and shall be provided for each staff member.

Article V: *Holidays and Vacations*

A. Holidays and Vacations

1. The contract year shall include the following paid holidays for employees:

Labor Day
Thanksgiving Day

December 25
January 1
Good Friday

2. For each such paid holiday an employee shall receive 1/190th of the employee's base salary.
3. Additional days off (without pay) will include:

Friday of Thanksgiving
December 23 through December 31
Memorial Day

4. Should school be canceled due to an emergency or inclement weather more than three (3) times prior to December 23, the Board may, at its discretion, reinstate December 23 as a workday.