

AGREEMENT

Between the

ST. TAMMANY FEDERATION OF TEACHERS

AND SCHOOL EMPLOYEES

and the

ST. TAMMANY PARISH SCHOOL BOARD

• • • •

TABLE OF CONTENTS

PROVISIONS COMMON TO ALL EMPLOYEES	3
PROVISIONS APPLICABLE TO:	
TEACHERS AND OTHER CERTIFICATED EMPLOYEES	27
BUS OWNERS/OPERATORS AND BUS ATTENDANTS	50
CUSTODIAL EMPLOYEES	62
FOOD SERVICE EMPLOYEES	72
MAINTENANCE EMPLOYEES	83
PARAPROFESSIONAL EMPLOYEES	92
SECRETARIES AND CLERKS	104

PROVISIONS COMMON TO ALL EMPLOYEES

ARTICLE I - GENERAL DEFINITIONS

Principal means any school-based administrator.

Building representative means the employee designated by the Federation as its agent at any particular work location.

Authorized representative means any agent of the Federation.

School means any work location where teachers and employees are regularly assigned.

Employee means a member of the Bargaining Unit.

Bargaining Unit Member means an employee of the Board covered by the terms and conditions of this Agreement. The singular shall include the plural. The masculine shall include the feminine.

Board means the St. Tammany Parish School Board or any successor Board elected during the term of this Agreement or any person or persons designated by the Board as its representative.

Superintendent means the Superintendent of Schools or her designee.

Federation President means the president of the St. Tammany Federation of Teachers or her designee.

Competing Organization means any for profit or nonprofit corporation, partnership or unincorporated association which actively competes or campaigns for or against collective bargaining rights or which seeks to represent members of the Bargaining Unit for purposes of collective bargaining, or which seeks ballot status in collective bargaining elections irrespective of whether such organization characterizes itself as a "labor" organization.

Supervisor of Administration means the individual holding that position or his designee.

Representative means Federation representative unless specified to the contrary.

Worksite means any work location where employees are regularly assigned.

ARTICLE II - RECOGNITION

Section 2:02 - Change of Position Title

In the event there is a position title change for any job classification in the Bargaining Unit, said position shall remain part of the Bargaining Unit during the term of this Agreement.

Section 2:03 - Exclusive Nature of Recognition

(a) The Board agrees that during the term of this Agreement it will not recognize any other organization as the bargaining agent for members of the Bargaining Unit as defined herein, nor will it extend to any other organization which actively competes or campaigns for or against collective bargaining rights or which seeks to represent members of the Bargaining Unit for purposes of collective bargaining, or which seeks ballot status in collective bargaining elections, any of the exclusive rights extended within this Agreement to the Federation, irrespective of whether such organization characterizes itself as a "labor" organization.

(b) The Federation is recognized as the exclusive and only organization that may represent any employee in any employment-related dispute with the Board. The Federation is further recognized as the sole collective bargaining agent with responsibility for administering this Agreement on behalf of Bargaining Unit employees.

Section 2:04 - Accretions to the Bargaining Unit

During the term of this Agreement, should the Board create a full-time, nonadministrative, nonsupervisory certificated position in addition to those enumerated hereinabove, such positions shall be considered part of the Bargaining Unit.

Section 2:05 - Bargaining Information

The Board shall furnish to the Federation a copy of all information, not privileged under the Louisiana Public Records Acts, necessary for the proper administration of the terms of this Agreement or for the

negotiation of a successor Agreement. The Board shall not be required to do research or to assemble or compile data not already available.

Section 2:06 – Decertification

(a) No earlier than 30 calendar days prior to the termination of this Agreement, any member or members of the Bargaining Unit covered by this Agreement may petition the Board for a secret ballot election during which a simple majority of the members of the Bargaining Unit covered by this Agreement shall determine whether the Federation, another labor organization or no labor organization will act as their collective bargaining representative. Such election petition must bear the signatures of at least 51% percent of the members of the Bargaining Unit covered by this Agreement or it will otherwise be disallowed by the Board. The signatures may be gathered only during the 45-day period preceding the 30th day of June, 2011.

(b) Upon receipt of a valid petition for an election, the Board will provide the president of the Federation with a copy. Within ten (10) days of the Federation's receipt of a copy of the election petition, the Federation or any member of the Bargaining Unit may request that the signatures on the petition be checked for validity by either the St. Tammany Parish Registrar of Voters provided that the Registrar agrees to verify the petition, or alternatively, by the American Arbitration Association. The cost of the verification shall be borne by the party petitioning it.

(c) If, following verification, the St. Tammany Parish Registrar of Voters, or alternatively, the American Arbitration Association certifies that the petition contains the signatures of at least 51% of the employees covered by this Agreement, the Board shall schedule a date and time for an election by secret ballot during which a simple majority of the Bargaining Unit members shall determine whether or not they wish for the Federation or another labor organization or no labor organization to act as their collective bargaining representative. The election shall be conducted in accordance with the rules established by the Board for the September 19, 1991, collective bargaining elections.

ARTICLE III - NEGOTIATIONS

Section 3:01 - Release Time

When negotiations are mutually scheduled during regular school hours, the Federation bargaining team, not to exceed six (6) employees in number, shall be released without loss of pay or benefits.

Section 3:02 – Scheduling

Negotiations shall be scheduled at mutually agreed upon days and times.

ARTICLE IV - FEDERATION RIGHTS

Section 4:01 - In General

The St. Tammany Federation of Teachers and School Employees, as affiliated with the Louisiana Federation of Teachers and the American Federation of Teachers, has been selected by majority of the members of the Bargaining Unit as the collective bargaining representative. Considering that the St. Tammany Parish School Board granted its employees the right to choose a collective bargaining representative and further considering that the choice of those covered by this Agreement was the St. Tammany Federation of Teachers and School Employees, the St. Tammany Federation of Teachers and School Employees shall be granted certain rights, as specified in this Article which shall not be granted to any competing organization.

Section 4:02 – School/Site Visitation

Authorized representatives of the Federation shall be the sole collective bargaining representatives of the employees covered by this Agreement, permitted to administer this Agreement and handle grievances on school property. The Federation representative shall make known to the principal, or designee, that he

is present on school property. Meetings with employees shall not be disruptive and shall be held during times when employees are free from any responsibility to supervise students. In no event shall more than three (3) authorized representatives, not to include the building representative, be present in any single work location without the express consent of the principal or site administrator. No competing organization shall be given access to school property to visit and confer with employees covered by this Agreement or for any other purpose.

Section 4:03 - Orientation

If the Board shall conduct orientation meetings for new employees, such as beginning employee orientation, or new employee sign-up days, the Federation President or her designee shall have the right to be placed on the agenda to address the employees. The Federation shall have the right to set up a display table, distribute materials and engage in organizational activities which are nondisruptive of the orientation program. No competing organization shall be extended this right.

Section 4:04 – Distribution of Materials

(a) The Federation shall have the right to distribute Federation materials and literature to Bargaining Unit members. Distribution of such materials shall be made only by authorized representatives of the Federation. All materials distributed by the Federation shall bear the name of the Federation. No competing organization shall be extended this right.

(b) No competing labor organization shall have the right to distribute literature at the worksite.

Section 4:05 - Federation Bulletin Boards

The Federation shall have the continued use of bulletin boards currently set aside for Federation use in the employee lounge or common employee work area in each school for the posting of notices and other materials relating to Federation activities. The Federation shall have the right to provide at each new school site, a 3' x 3' bulletin board to be placed in the faculty or employee lounge. The bulletin board shall be identified with the name of the Federation and shall be reserved exclusively for Federation materials. Any authorized representative of the Federation may post materials on the bulletin board. All materials placed on this bulletin board shall bear the name of the Federation. No competing organization will be extended this right.

Section 4:06 - Internal Mail Service

The Federation shall have the right to use the internal mail delivery system of the Board for official Federation communications provided that such communications are (1) addressed and properly bundled, (2) in containers no larger than 16" x 24" x 3", and (3) sorted by driver and destination. The Federation will bring the materials to be distributed to a school board delivery pickup site. It is further provided that such communications shall not include materials which are oriented in any manner whatsoever to the candidacy of persons for national, state or local political office. No competing organization shall be extended this right.

Section 4:07 - Use of Facilities

The Federation shall have the right to use school facilities for its meetings under the following circumstances:

- (1) The Federation shall give the building principal or site administrator at least three (3) calendar days notice of a request to use the facility or at least one (1) calendar day notice if 80% or more of those for whom the meeting is being called are regularly assigned to the work location at which the meeting is to be held;
- (2) The facility is available and its use will not interfere with any school function;
- (3) If requested, the Federation will promptly reimburse the Board for custodial or other cost occasioned by such use if for large groups or special events; normal meeting use by the Federation shall incur no cost if a custodian is not required on call out; and

- (4) Use of facilities will only be allowed outside of school attendance hours. When feasible, use of those schools designated as community education sites may be required.

This Section shall not be applicable to any meetings of more than ten (10) persons (exclusive of Federation officers and staff) if less than 90% of those expected to attend are employees of the Board. No competing organization shall be extended this right.

Section 4:08 - Notice of Board Meetings

The Board shall make available to the Federation President a copy of the agenda of scheduled monthly Board meetings, including all reports and attachments, excluding confidential information or information earmarked for executive committee, as soon as the same is available to Board members. In the event of a specially called meeting of the School Board, the Board agrees to notify the office of the Federation of the time and place of such meetings and, where appropriate, of the agenda for the meeting. Such notifications shall be given promptly following the official call of the meeting. The Federation President shall also be provided with a copy of the official minutes of each Board meeting within five (5) working days of the Board's approval of those minutes or at the time of release for publication in the Board's official journal. No competing organization will be extended this right.

Section 4:09 - Dues Deduction and Indemnification

(a) Employees shall have the right to request that any dues they have agreed in writing to pay to the Federation be deducted from their paychecks and remitted directly to the Federation. Upon receipt of a properly executed authorization form from the employee involved, the Board will deduct from the employee's paycheck whatever dues the employee has agreed to pay to the Federation during the period provided in said authorization. In the event there is an authorized change in the amount of dues to be deducted for any employee, the Federation shall provide the Board with the name and the new amounts to be deducted for that employee. There will be no charge for reimbursement by the Board in making routine deductions, changing the amount of deductions or in adding employees to the list of those authorizing deductions.

(b) The Federation agrees to indemnify, hold harmless and defend the Board in the event any member or members of the Bargaining Unit take any legal action against the Board as a result of any dues deduction or as a result of the Board discontinuing the dues deduction presently in place with respect to any competing labor organization.

(c) Authorizations by employees for deductions of Federation dues shall remain in force from year to year unless revoked by the employee within the month of July each year. This revocation must be in writing to the Payroll Department and Federation.

(d) All authorizations for dues shall cease to be effective upon an employee's separation of employment from the Board.

(e) Dues deducted in accordance with the provisions of this Section will be promptly remitted to the Federation in accordance with present practice.

(f) No competing organization shall be extended this right.

(g) In the event legislation is passed during the life of this Agreement allowing for Agency Shop or Fair Share Provisions, the Board agrees to negotiate with the Federation regarding such provisions and their implementation and will not consider the contract as a bar to such negotiations.

Section 4:10 - Board Appearances - Collective Bargaining Issues

The Board shall not allow any representative of any competing labor organization to address, during any official meeting of the Board, matters relating to employee grievances, negotiations in progress, or wages, hours and other terms and conditions of employment.

Section 4:11 - Representation on Committees

(a) Should the Board establish a system-wide committee consisting, in whole or part of Bargaining Unit members, to report on work practices, work rules, work policies or employee benefits, the Federation shall appoint the Bargaining Unit members.

(b) All classroom teachers, counselors, librarians and other certified personnel will be allowed to participate on committees established by their principals to assist in determining class scheduling. Where no committee exists, certified personnel may give their class scheduling suggestions directly to the principal.

(c) In the event the Board should form a committee during the term of this Agreement, the employee representatives will not be appointed by any competing labor organization.

Section 4:12 - Notice of Changes in General Employment Policies

The Board shall make available to the Federation President copies of all notices affecting the terms, conditions or requirements of employment for those covered by this Agreement as well as those affecting changes in general employment policies or regulations.

Section 4:13 - Leave for Federation Business

Employees selected by the Federation shall be granted leave to attend to Federation business on behalf of the Bargaining Unit; however, leave will not be granted for more than sixteen (16) employee workdays each school year, and no single employee may be absent on such leave more than four (4) workdays. In the event the Federation desires to utilize this option, a maximum of three (3) representatives shall be excused without loss of pay or benefits, but with the cost of any substitutes required to be borne by the Board. An employee on a remediation program shall not be eligible for this special Federation leave. Notification of intention to apply for such leave days must be filed by the Federation for the employee seeking the leave with the Superintendent's office at least ten (10) days in advance of the leave.

Section 4:14 - Recognition at Board Meetings

The Federation may request to be recognized during any Board meeting when matters of concern to the Federation are discussed whether or not the Federation placed a formal request to appear on the agenda. The Board President will determine whether or not the request will be granted and, if granted, will determine the time limit of the appearance. No informal request to appear will be granted if the topic the Federation wishes to address was discussed in Committee and the Federation did not attend the Committee. No competing labor organization will be extended this right.

Section 4:15 - Matters of Mutual Concern

The Superintendent, and/or designee, shall meet at a mutually agreeable place and time with the Federation President or designee to discuss matters of mutual concern directly affecting the implementation of this Agreement. Similarly, the worksite supervisor and the Federation building representative will meet by mutual agreement to discuss implementation of this Agreement and matters of mutual concern relating to the worksite. Either party, management or Federation, may request such meetings, but neither may demand one. No competing organization shall be extended this right.

Section 4:16 - E-Mail

With the approval of the Superintendent, the Federation shall have the right to submit communications to the Superintendent's office for placement on the E-Mail system. No competing organization shall be extended this right.

Section 4:17 - Mailboxes

At least one (1) mailbox will be provided at each worksite for each Bargaining Unit classification.

Section 4:18 - Interview Committee - Prospective Administrators

Faculty representatives on committees established to interview prospective administrators shall be elected by the certificated employees at the school or worksite where the administrator will be assigned.

Section 4:19 - New Employees List

After it becomes available and upon written request to the Department of Human Resources, the Board shall provide the Federation with a list of new employees hired for the school year.

Section 4:20 - Employee Informational Sheet

After it becomes available and upon written request to the Informational Technology Department, the Board shall provide the Federation with a copy of the employee informational sheet (listing name, address and telephone number) for each worksite.

Section 4:21 - Printouts and Labels

After it becomes available and upon written request to the Informational Technology Department, the Board shall provide the Federation with computer printouts and labels for members of the Bargaining Unit and/or the Federation.

Section 4:22 - Paraprofessionals and School-related Personnel Recognition

The Board and the Federation have expressed an interest in designating one (1) workday each year as PSRP Day. The parties agree that PSRPs are deserving of a recognition day similar to Teacher's Day and Secretary's Day.

Section 4:23 - Reimbursement for Substitutes

Substitutes shall be provided for all released employees on the Federation bargaining team when negotiations occur during regular school hours.

ARTICLE V - MANAGEMENT RIGHTS

The parties recognize and reserve to the Board all rights with respect to management of the St. Tammany Parish School System. Included therein is the sole, exclusive right to direct all operations pertaining to the School System in all of its aspects, to control operations, to budget, to hire, to promote, demote, discharge, discipline, transfer, assign work, to determine the size of the work force and what work should be performed, to contract and subcontract, introduce new methods, facilities, and equipment, to make policy, to interpret the mandate of school law as it applies to the Board and the School System and the discharge of the Board's functions, to introduce new and varied curricula and educational philosophies, and to make and enforce reasonable rules and regulations related to any of the above enumerated matters or to any aspect of management of the School System. Additionally, the Board shall have the sole right to add schools, close schools, merge schools, or build or develop new or additional schools as in its judgment will best serve the interest of the community, to determine the age, qualifications and number of pupils to be admitted into any particular school, to evaluate staff, develop, implement and evaluate instructional programs, to determine organizational patterns, grade level distribution, staffing, school calendar and the number and location of schools, to develop and implement guidelines for student discipline and to take any and all actions as may be in its judgment required or necessary to insure the safety and well-being of students, staff and property in all cases, including cases of emergency.

All of the foregoing rights reserved unto management shall be limited only to the extent such limitations are expressly imposed by subsequent Articles or provisions of this Agreement.

ARTICLE VI - INFORMAL COMPLAINTS AND CONFERENCE PROCEDURE

A sincere attempt shall be made to resolve any complaint or potential grievance. The parties acknowledge that an employee and a principal or supervisor may resolve problems on the job through free and informal communications. Accordingly, any employee with a complaint, problem, or possible

grievance may schedule an appointment with his principal. No principal shall refuse to informally meet with an employee. The employee shall have the right to have a building representative present at such a meeting, but it is not required.

The informal complaint and conference procedure is not part of the grievance procedure established in this Agreement and no decision made as a result of the informal conference shall establish prior practice or precedent.

If an employee requests an informal conference with his principal within ten (10) working days of the potential grievance arising and if the potential grievance is not resolved at the informal conference, it may be submitted within ten (10) working days of the informal conference as a grievance in accordance with Step I of the Formal Grievance Procedure hereunder.

The time limitation for the informal conference may be extended by mutual agreement of the employee and his principal.

Any documentation developed during the informal conference will not be placed in an employee's personnel file.

ARTICLE VII - NO STRIKES, NO LOCKOUTS

The Federation and the members of the Bargaining Unit expressly agree that during the term of this Agreement they will not engage in any strike, walkout, sick-out, slow down, sympathy strike or any other disruption of work. Expressly included in this no strike guaranty is the guaranty that the Federation will not, directly or by implication, endorse, countenance, approve, arrange or organize in any manner whatsoever a work stoppage, disruption or strike under the guise of Bargaining Unit members coincidentally demanding personal leave days.

The Board agrees that there shall be no lockout during the term of this Agreement; however, the term lockout as used herein shall not be construed so as to affect the right of the Board to close any facility, in whole or in part, or to reduce the number of teachers employed by the Board.

On recommendation of the Superintendent, the Board may authorize release time for any employee or employees for the purpose of lobbying the Legislature or other public officials with regard to issues deemed by the Board to be in the best interest of the St. Tammany Parish School System. Such release time will be without loss of pay or benefits and will not be considered as a violation of this no strike Clause.

ARTICLE VIII - GRIEVANCE AND ARBITRATION PROCEDURE

Section 8:01 - Statement of Cooperation

The Board and the Federation agree that they will use their best efforts to encourage the informal and prompt settlement of disputes which may arise under the terms and conditions of this Agreement.

Section 8:02 - Definition of Grievance

A grievance is a complaint by an employee, by a group of employees or by the Federation that there has been, according to the grievant, a violation, misinterpretation or inequitable application of any provision of the Agreement. Accordingly, the parties agree that any and all disputes arising under the terms and provisions of this Agreement or involving its interpretation shall be resolved in accordance with the grievance and arbitration procedures established herein, with the exception that any grievance involving the removal, discharge or constructive discharge of an employee or involving the disciplinary demotion or reduction in rank of a tenured employee, shall be heard and resolved in accordance with provisions of Article IX of this Agreement instead of through grievance and arbitration.

Section 8:03 - General Provisions

(a) Each formal statement of a grievance must contain the question at issue, a statement of facts, the specific Article of this Agreement which allegedly is being violated, the relief requested, the signature of the grievant and the signature of an authorized Federation representative. However, if the individual bringing the grievance declines representation by the Federation as provided in section 8:03(c) below, the signature of an authorized Federation representative is not required, nor will the signature of an authorized

Federation representative be required in the situation where the grievant does not wish to disclaim Federation representation but the Federation indicates in writing that it does not wish to pursue the grievance. Any grievance not bearing the signature of an authorized Federation representative will not be processed unless it is accompanied by a disclaimer form or by a written communication from the Federation indicating that the Federation will not pursue the same.

(b) All grievances beyond the building level must be transmitted by U. S. Postal Service, certified mail, return receipt requested or personally delivered and receipted.

(c) An employee shall have the right of representation by the Federation, and only by the Federation, at all steps of the grievance procedure herein, or an employee may choose to decline Federation representation and represent himself. If an employee declines representation by the Federation, he shall do so on an official disclaimer form obtained from the Administration or from the Federation.

(d) The Federation retains its right to determine if any grievance, not withdrawn, may proceed to arbitration.

(e) Any employee required to participate at a grievance hearing or arbitration during his scheduled work time shall suffer no loss of pay, benefits or leave time thereby.

(f) The parties may, upon mutual agreement in writing, extend all grievance deadlines.

(g) Upon the failure of the Federation to process the grievance to its next step or to arbitration within the time limits provided in this Article, the grievance shall be deemed resolved by the decision at the prior step. Also, absent the authorization of the Federation, no employee may process a grievance past Step I, the Superintendent's level.

(h) Upon the failure of the Board to meet any time limit as prescribed in this Article, the grievance shall automatically be advanced to the next higher level.

(i) As used herein, "days" shall mean calendar days.

(j) Meetings held under the provisions of this Article shall be conducted at a time and place which will afford a fair and reasonable opportunity for the grievant, his representatives and witnesses to attend. When such meetings are held during school hours, the grievant, his representatives and any witnesses required shall be excused without loss of pay. In class grievances, the Federation shall be the representative of the class and shall act as the nominal grievant.

(k) All grievance and arbitration meetings and hearings shall be open to all grievants and nonsequestered witnesses. Such meetings and hearings shall also be open to representatives of the parties and to those charged with responsibility for conducting said meetings or hearings. All such hearings and meetings shall be closed to the press and to the general public except for any hearing or meeting required by law to be open.

(l) By mutual written agreement, the parties may bypass any step of the grievance procedure.

(m) Bargaining Unit members who no longer are employed by the Board shall retain the right to grieve within the grievance time frame alleged violations of this Agreement which occurred during their employment or concurrent to their involuntary termination.

(n) The authority of any arbitrator selected shall be limited solely to construing and interpreting the Agreement, and he shall have no power to add, to modify or subtract from any of the terms of the Agreement.

(o) The fees and expenses of any arbitrator selected under this Article shall be paid by the losing party in the event the grievance is either affirmed or denied in its entirety by the arbitrator. Should the grievance be affirmed in part and denied in part, the fees and expenses of the arbitrator shall be borne equally by the parties.

(p) Either party may request the presence of a court reporter for an arbitration hearing or for a hearing before the Board. If only one (1) party requests the presence of a court reporter, that party shall bear the cost of the reporter along with the cost of furnishing a copy of the reporter's transcript to the other party.

(q) If only one (1) party requests the postponement of an arbitration hearing, that party shall bear the cost of such a postponement.

(r) By mutual agreement, a grievance may be settled at any step without establishing a precedent.

(s) The parties may mutually agree to take any particular grievance to expedited arbitration.

(t) The Federation shall have the right to have its representatives present at all steps of the grievance and arbitration procedure save and except for such hearings as may be convened for purposes of discipline which the grievant demands be closed to the public and at which the grievant declines representation.

(u) No action may be taken by the Board against any employee because of his participation in a grievance.

(v) No competing labor or teacher organization or its representatives shall have the right to participate at any step/level of this grievance procedure.

Section 8:04 - Grievance Step I - Superintendent's Level

Within 15 calendar days of the occurrence of circumstances giving rise to a grievance or within ten (10) working days after an informal conference held in accordance with Article VI, whichever period is longer, the grievant shall submit the grievance in writing to the principal or supervisor whose action or inaction is being questioned. The grievant shall also provide the Superintendent and the Federation with a copy of the grievance. Upon receipt of the written grievance by the Superintendent, or her designee shall place the grievance on the agenda for the next scheduled grievance meeting. If the Superintendent receives the written grievance less than three (3) days prior to a scheduled grievance meeting, unless the parties mutually agree otherwise, that particular grievance shall be held over to the next following grievance meeting. Grievance meetings shall be held at the School Board office beginning at 4:00 p.m. on the second Monday of each month, provided this date is not a school holiday. In the event it is a school holiday, the grievance meeting shall be held on the next Monday which is not a school holiday. The Superintendent shall provide the grievant(s) and the Federation with a written disposition of the grievance no later than seven (7) days following the grievance meeting.

Section 8:05 - Grievance Step II - Board Level

If the grievance is not resolved to the satisfaction of the Federation or the grievant at Step I, the matter may be appealed to the Board by the Federation giving notice thereof within ten (10) days after receipt of the Step I decision. The grievance appeal shall be in writing. Upon receipt of the written appeal, the Board shall arrange to hear the grievance as a full body or as a subcommittee of no less than three (3) members no more than 20 days after the Board's receipt of the written appeal. The Board shall provide the grievant and the Federation a written disposition of the grievance no later than seven (7) days following the grievance meeting.

Section 8:06 - Grievance Step III – Arbitration

(a) If not satisfied with the decision on any grievance rendered by the Board, the Federation may submit such grievance to arbitration by giving written notice to the Superintendent of its intent to arbitrate within ten (10) days from the date on which the Board's disposition is received.

(b) Within ten (10) days of submission of a written notice to arbitrate, the Federation shall request the Federal Mediation and Conciliation Service, in writing, with copy to the Superintendent, to immediately begin selection of an arbitrator. Such selection shall be in accordance with the procedures set out under the FMCS Rules and Regulations. If the Federation fails to request a panel of arbitrators within this period, the Board will have five (5) days thereafter to request an FMCS panel and proceed to arbitration.

(c) Following his selection, the arbitrator shall schedule a hearing at a time, date and place mutually satisfactory to the parties. If the arbitrator, for whatever reason, is unable to hold the arbitration hearing within four (4) months of the date he is notified of his selection, either party shall be free to reject the arbitrator and request that a new panel be submitted by the FMCS.

(d) The decision of the arbitrator shall be binding upon the parties.

ARTICLE X - PERSONNEL FILES

Section 10:01 – Definitions

Document means any written or otherwise tangible material intended to be or actually used as a part of or any evidence of the work history of any employee including but not limited to any and all reports, comments, reprimands, correspondence, memoranda, evaluations, observations and grievances relative to a particular employee.

Personnel file means the file which contains the cumulative collection of any and all documents maintained by the Board with respect to each individual employee.

Personnel file custodian means those persons employed by the Board charged with the duty of maintaining and preserving the personnel files.

Third party means any person or entity not regularly employed or employed under a contract by the Board.

Section 10:02 - Procedures for Filing Materials

Each document concerning an employee shall be placed in the employee's personnel file within a reasonable time and no document, except those resulting from routine record-keeping, shall be placed in an employee's personnel file unless and until the employee is presented with the original document and a copy thereof prior to its filing. Upon receipt of the original document and copy of the same, the employee shall sign the original document as an acknowledgment of the receipt of the copy of the document. Such signatures shall not be construed as an agreement to the contents of the document.

Section 10:03 - Right to Respond to Materials in File

Each employee shall be given the opportunity to rebut and to respond to a document placed in his personnel file. The rebuttal and response must be in written form and once filed shall be attached to the document to which the rebuttal and response applies, and thus become a permanent part of the employee's personnel file as long as the document remains a part of the personnel file. No document or copy thereof, to which a rebuttal and response has been filed, shall be used for any purpose whatsoever unless the rebuttal and response or copy thereof is attached to the document or copy sought to be used. An employee shall have the right to receive proof of any allegations and statements contained in a document placed in his file that the employee believes to be inaccurate, invalid, or misrepresented. If such proof is not presented, the document containing the allegations and statements shall be removed from the employee's personnel file and destroyed.

Section 10:04 - Rebuttal and Response Procedure

Any rebuttal and response to a document placed in an employee's personnel file shall be filed by the employee within 15 working days from the date on which the employee signs the document acknowledging its receipt.

The employee may be granted an additional ten (10) working days for the filing of the rebuttal and response, provided the employee requests such an extension in writing addressed to the personnel file custodian within the original 15-day period. The personnel file custodian's consent to the ten (10) day extension of time shall not be unreasonably withheld.

The rebuttal and response shall be deemed filed by the delivery of the original and one (1) copy of the rebuttal and response to the personnel file custodian. The personnel file custodian shall then sign and date the original rebuttal and response and file the same into the employee's personnel file. The personnel file custodian shall also sign and date a copy of the rebuttal and response and return the same to the employee.

Section 10:05 - Right to Examine File

No employee shall be denied access to his personnel file. The contents of an employee's personnel file shall not be divulged to third parties absent the express written consent of the employee, except when ordered by court or by subpoena, and no employee of the Board other than the personnel file custodian or the Superintendent, or the designee of either, which said designee must be an employee of the Board, shall be allowed access to an employee's personnel file without the employee's express written consent, unless that employee is charged with the duty of supervising that particular employee's performance. In the case that a personnel file should be accessed by someone other than the Superintendent, her designee or the employee's principal, the employee whose file was so accessed shall receive written notice of the fact and the name and title of the person who was permitted access. All persons permitted access under this Section shall maintain the confidentiality of those documents in the file which are not matters of public record.

Any employee requesting to see his personnel file shall be given access to his entire personnel file at a single location and within a reasonable time after making the request. Such an employee shall be given access to any portion of his personnel file maintained at his worksite, at such site and at any reasonable time.

Section 10:06 - Right to Copy File

Employees may be permitted to reproduce a copy of the contents of their personnel files, in the Department of Human Resources, in accordance with present practice.

Section 10:07 - Anonymous Letters

No anonymous letters or materials may be placed in a personnel file.

Section 10:08 - Dated Material

All material shall be dated except routine documents where dating is immaterial.

ARTICLE XII - SENIORITY

Section 12:01 - In General

An employee shall begin to accrue seniority starting on the first day on which he is scheduled to perform duties and shall continue to accrue seniority during the length of his continuous, uninterrupted service with the St. Tammany Parish School System. Full-time and part-time employees shall accrue seniority during their period of continuous, uninterrupted service as specified in Section 12:04 below. If any number of employees have accrued an equal amount of seniority, seniority shall be determined by lot whenever it is used as criteria for an advantage or emolument of employment.

Section 12:02 - Seniority List

In October of each school year, the Board shall make available an alphabetical seniority listing of all employees, by Bargaining Unit category, showing the date on which each commenced his service in the St. Tammany Parish School System and the total number of years of seniority accrued by each individual listed. A copy of the seniority list and any subsequent revisions will be furnished to the Federation. Additionally, a copy of the seniority lists shall be available in all buildings of the School District where they may be readily accessed by any employee or building representative.

Section 12:03 - Loss of Seniority

For purposes of defining seniority, an employee's continuous service shall be broken only by resignation, dismissal for cause, retirement or layoff for a period of time equal to seniority at the time of layoff or for three (3) years, whichever is less. Participation in DROP will not constitute loss of seniority.

Section 12:04 - Accrual of Seniority

(a) Full-time employees shall accrue seniority commensurate with and equal to their uninterrupted service. Full-time employees on layoff or on compensated leave shall continue to accrue seniority. Full-time employees on authorized leave without pay shall continue to accrue seniority during the period of their authorized leave of absence without pay only if specified in the provisions of this Agreement governing such authorized leave of absence without pay. Full-time employees who perform management or administrative functions for the Board shall continue to accrue seniority while performing such duties, and shall suffer no loss of seniority on account of their being promoted, temporarily or permanently, into a full-time management or administrative position.

(b) Part-time employees shall accrue seniority each school year by taking the total number of "hours worked" in a school year, converting those hours to "days worked" by dividing hours worked by seven (7) and by then expressing "days worked" as a percentage of a "year worked." For example, a part-time employee who works 14 hours in a school year will accrue two (2) "days worked" expressed as 2/180th or 1/90th of one (1) year of seniority. Part-time employees on layoff or on authorized leave of absence without pay shall not accrue seniority.

ARTICLE XV - FAIR PRACTICES

Neither the Board nor the Federation shall unlawfully discriminate against any member of the Bargaining Unit for reasons of race, creed, religion, color, marital status, age, sex, national origin, disability, membership in the Federation or activity in furtherance of the Federation. The parties acknowledge the desirability of active recruitment of employees to produce a professional staff that mirrors the racial makeup of the population of the Parish.

ARTICLE XVI - SUBCONTRACTING

The Board agrees not to subcontract the duties of any member of the Bargaining Unit without the prior written agreement of the Federation provided Bargaining Unit members are at all times willing and able to perform the duties required of them.

ARTICLE – WORKING CONDITIONS

Section – Personal Tasks

Employees shall not be required to perform personal errands or tasks unrelated to their duties for other members of the staff.

Section - School Calendar

(a) A two-year school calendar shall be developed every other year with the input of all System employees. A School Calendar Committee shall be formed consisting of the following individuals.

- (1) Superintendent or her designee;
- (2) The Federation President;
- (3) One elementary employee appointed by the Federation;
- (4) One junior high school employee appointed by the Federation;
- (5) One high school employee appointed by the Federation;
- (6) One elementary principal appointed by the Superintendent;
- (7) One junior high school principal appointed by the Superintendent;
- (8) One high school principal appointed by the Superintendent;
- (9) One paraprofessional appointed by the Federation;
- (10) One custodian appointed by the Federation;
- (11) One maintenance employee appointed by the Federation;
- (12) One bus owner/operator appointed by the Federation;
- (13) One cafeteria worker appointed by the Federation;
- (14) One clerical employee appointed by the Federation;
- (15) One bus attendant appointed by the Federation; and
- (16) Two parents appointed by the Superintendent.

No later than March 1st of every other school year, this Committee shall develop one or more versions of the school calendar to be voted on by all System employees. The vote referenced herein shall take place no later than March 30th of every other school year. The school calendar accepted by a majority of the System employees shall be implemented for the following two (2) school years.

(b) If an annual convention of the Louisiana Federation of Teachers shall be conducted during the first three (3) working days of Thanksgiving week, such days shall not be scheduled as employment days.

(c) When the Fourth of July falls on a Tuesday or Thursday, the prior Monday or following Friday will be a holiday for all employees.

Section – Holidays

The following holidays will be observed:

- New Year's
- Martin Luther King, Jr. Day
- Mardi Gras

Easter
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving
 Christmas

In the event any of the foregoing holidays should fall on a Saturday or Sunday, they will be observed on a Friday or Monday, respectively. A minimum of 13 holidays per year shall be granted. As long as Fair Day is observed by the Board, it will be a 14th guaranteed holiday. Depending on the days on which holidays such as Christmas, New Year's and Independence Day fall, holidays may be increased. Additional holidays may be declared by the Superintendent. Notification of such additional holidays shall be posted timely. When the Fourth of July falls on a Tuesday or Thursday, the prior Monday or following Friday will be a holiday for all employees.

Section – Vacation

Twelve-month employees will earn vacation days in accordance with their years of employment with the St. Tammany Parish School Board, as follows:

Years of Employment	Total Number of Vacation Days Earned Annually
Over 1 but less than 5	10
Over 5 but less than 10	12 ½
Over 10 but less than 15	15
Over 15 but less than 20	17 ½
Over 20	20

Employees are to use their vacation beginning with the first year in which it is accrued. Vacation must be approved by management. A maximum of five (5) days of vacation may be carried forward to the next fiscal year. Any vacation not carried forward will be lost.

Considering that an employee may use his vacation days commencing with the first year in which vacation is being accrued, an employee may use up to the full number of vacation days he will earn in any fiscal year during that fiscal year commencing with the first fiscal year of his employment. Consequently, the parties understand that an employee may actually use a certain number of vacation days during a given fiscal year prior to his actually having earned those days. In the event an employee becomes separated from employment with the St. Tammany Parish School System and has used vacation days which he has not yet earned, an adjustment for the vacation days taken but not yet earned shall be made by withholding an appropriate amount from any final pay due the employee. If there is insufficient or no pay due the employee upon separation from employment, the employee shall repay the Board by personal check or money order.

When an employee is on leave without pay, vacation will not accrue during this time.

When an employee separates from employment with the St. Tammany Parish School System, he shall be compensated for all accrued and unused vacation days at his current rate of pay.

Section - Activity Passes

Employees shall receive system-wide free admission to school activities, plays, assemblies and sporting events (excluding playoff games under the auspices of the LHSAA). In order to gain free admission, an employee must present his Employee I.D. Badge.

Section - Recording Devices

Mechanical or electronic recording devices will not be used during parent and/or employee conferences unless the administrator holding the conference deems it advisable.

Section - Notification of Citations and Arrests

Any employee cited or arrested for DWI or DUI, or for any violation of a criminal statute or ordinance, save and except for citation or arrest for a routine traffic violation, shall report the citation or arrest to his supervisor within 24 hours or prior to assuming regular duty, whichever is shorter. The fact that an employee makes such a report will not, in and of itself, be cause for discipline.

Section - Confidentiality

Confidential matters and private documents shall not be disclosed. Any employee who commits a breach of confidentiality shall be subject to discipline, up to and including discharge.

Section - Identification Badges

Employees shall not be required to purchase school identification tags.

Section - Employment Screening/No Cost to Employee

The Board shall provide for fingerprinting of new employees as required by law. This shall be at no cost to the employee. The Board shall pay all expenses for the fingerprinting procedures.

Section - Transportation of Students

Employees shall not be required to transport students in their personal automobiles.

Section - Assault and Battery

(a) Any employee who is the victim of an assault or battery sustained in connection with his employment shall report the same immediately to his supervisor who, in turn, shall make a written report regarding the incident to the Superintendent. Supervisors shall report to the Superintendent all cases of assault or battery suffered by employees in connection with their employment.

(b) When charges of assault or battery against an employee are made, the supervisor shall take appropriate action which may include, but is not limited to, calling for the assistance of police or school security personnel and excluding the student allegedly committing the assault or battery and recommending him for expulsion.

(c) A student who allegedly commits assault or battery on a member of the Bargaining Unit shall be disciplined in accordance with the *Handbook on Attendance, Discipline and Student Records*.

(d) The employee shall be notified as soon as possible of the date, time, and location of the disciplinary hearing, and shall be invited, but not required to attend. The hearing shall be conducted in accordance with the Board's policy for the disciplining of students. The employee shall have the right to present testimony at the hearing or may submit a written, signed statement regarding the incident to the hearing officer. The Board shall not reinstate a student or rule that the battery was provoked, without offering the employee against whom the battery was made the opportunity to testify at the disciplinary hearing.

(e) When the battery is witnessed by other adult(s), the person(s) witnessing the battery shall be allowed to testify at the disciplinary hearing as determined by the hearing officer, or submit a written, signed statement. Employees who attend disciplinary hearings under this Section shall not suffer a loss of pay or any current or accrued sick, personal and/or emergency leave. Such persons shall be classified as absent due to official school business.

Section - Employee's Children - School Attendance

An employee's children may attend the school at which the employee is assigned, or may attend its feeder schools.

Section - General Medical Examination

(a) If the Board orders an employee to undergo a medical examination by its designated physician as a condition of continued employment or as a condition for return to employment from leave, the Board shall pay the costs of such examination.

(b) The Board shall reimburse employees for any medical tests which the Board requires because of exposure to any contagious disease or infestation during the course and scope of employment.

Section - Dispensing Medicine/Medical Procedures/Supplies

(a) Other than nurses or licensed physicians, no employee shall be required to administer catheters or perform a noncomplex medical procedure except in accordance with La. R.S. 17:435 and La. R.S. 17:436.

(b) No employee other than a nurse or licensed physician shall be required to administer medication except in accordance with La. R.S. 17:436:1.

(c) Employees whose routine duties require the use of protective medical equipment or supplies shall be provided such equipment and supplies without charge.

Section - CPR Training

The Board will provide first aid and CPR certification and recertification for those employees in positions which require such certification.

Section - Bus Schedules

The Superintendent and the Federation representatives will work cooperatively with the Supervisor of Transportation to delay student arrival time in advance of the start of school in an effort to minimize the amount of bus duty time served by employees. This effort will be given a high priority by all concerned and will take into account geographical realities, the number of buses and drivers in service and what best serves the interest of the students.

ARTICLE – COMPENSATED LEAVE TIME

Section - Sick and/or Emergency Leave

Each employee hired for the school year who reports for duty and actually performs work during that school year shall be entitled to a minimum of ten (10) days of leave time, without loss of pay or benefits, which shall be used for personal illness or emergency.

“Emergency” is defined for purposes of this Section to mean a sudden, unavoidable occurrence requiring immediate action.

Any portion of an employee’s sick and/or emergency leave not used in a given year shall be accumulated without limitation and carried forward to the next school year.

Employees who are hired and report after the beginning of the school year shall be credited with one (1) day per month for sick and/or emergency leave, without loss of pay or benefits, for each of the remaining months of the school session.

All sick and/or emergency leave granted under this Section which is accumulated by each employee shall be vested in the employee by whom such leave has been accumulated.

When an employee is absent for six (6) or more consecutive days because of personal illness, he shall be required to present a certificate from a physician certifying such illness.

Upon the retirement of any employee, or upon his death prior to his retirement, the Board shall pay to such employee or to his heirs or assigns, whatever sick and/or emergency leave has accrued to such employee but which remains unused at the time of his retirement or at the time of his death prior to retirement, not to exceed 25 days of such unused leave time. Such pay shall be at the rate of pay received by the employee at the time of retirement or death prior to retirement.

Nothing contained herein shall be construed to abrogate any right provided under state law for an employee to apply unused accumulated sick and/or emergency leave towards service credit for purposes of computing retirement benefits.

Section - Personal Leave

Each employee shall be allowed to use up to three (3) days of his sick and/or emergency leave earned each school year for purposes as may be determined by the employee. The employee requesting such leave shall give his principal at least 24 hours notice prior to taking the leave. Personal leave shall not be accumulated from year to year, nor shall personal leave be compensated for upon death or retirement.

Section - Judicial Proceedings Leave

(a) An employee summoned or selected for federal or state jury duty will receive his regular rate of compensation for the duration of such service, without loss of pay or benefits, provided he remits any monies received for such jury service (other than reimbursement for meals and travel) to the Board. Employees shall be responsible for submitting verification for their summons or selection for jury duty and for reporting any compensation received as a juror to the Superintendent.

(b) An employee subpoenaed as a witness in a judicial proceeding shall suffer no loss of pay or benefits during the period of his attendance. The employee shall notify his principal of such subpoena being served as promptly as possible and shall advise of such proceedings in sufficient detail to permit a determination of the applicability of this Section. Upon request of the principal, the employee shall also furnish a copy of the subpoena. The employee shall remit to the Board any monies received in connection with such proceeding other than as reimbursement for meals and travel.

Section - Court Proceedings and Attendance

An employee who is subpoenaed by the Board, or otherwise required by the Board, to appear in court or attend a deposition at a time outside of the employee's work year shall be compensated at the employee's daily rate of pay.

Section - Disaster Leave

If a disaster shall occur or be imminently threatened compelling the Superintendent to close schools or to direct employees at such schools, in whole or part, to leave the premises, the employees so affected shall not suffer any loss of pay or benefits.

Section - Leave/Loss of Pay - School Closure

An employee who has prearranged or is on continuing personal or sick leave shall not lose pay for leave time on days when the school is closed.

Section - Leave for Military Reserve Call Out

Employees who are members of the Officers' Reserve Corps of the Army of the United States, the National Guard of the United States, the Naval Reserve Corps, the Marine Corps Reserve, the Air Force Reserve, the Citizens' Military Training Corps, or the Civil Air Patrol, either officers or enlisted persons, are entitled to leave of absence from their respective duties, without loss of pay, time, annual leave, or efficiency rating, on all days during which they are ordered to duty with troops or at field exercises or for instruction, for periods not to exceed 15 days in any one (1) calendar year; and when relieved from duty, they are to be restored to the positions held by them when ordered to duty.

Section - Extended Sick Leave

Employees shall be entitled to extended sick leave in accordance with Louisiana Revised Statute.

Section – Bereavement Leave

Sick and/or emergency leave earned each fiscal year may be used by an employee for purposes of bereavement. Although an employee may use three (3) of his or her days of sick and/or emergency leave each year as “personal days,” bereavement days will not be considered personal days.

ARTICLE - LEAVE WITHOUT PAY

Section - Military Leave

Any employee who may enlist or be drafted into the armed forces of the United States shall be granted a military leave, without pay or benefits. Tenure rights that the employee had attained prior to leave shall not be affected. Within 30 days after discharge, the employee must apply to the Department of Human Resources for reinstatement. The employee shall then be reinstated based on his education and years of experience and in accordance with the salary then in effect. The employee shall be reinstated into his former position if same is available; otherwise, he shall be reinstated in a position of comparable status and salary. While serving in the armed forces, the employee shall continue to accrue seniority under the provisions of this Agreement. The Board may transfer the employee to a position of comparable status and salary if, in the opinion of the Board, such action is beneficial to the System as a whole.

Section - Family Leave

(a) An employee will be entitled to family and medical leave in accordance with the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., as amended from time to time.

(b) The request for leave under this Section must be in writing on an application form as provided by the Department of Human Resources. The request for family leave shall be accompanied by a medical certification where appropriate. Medical certification shall be renewed and updated as the law may permit. Upon return from leave under this Section, the employee shall be returned to the school and assignment from which the leave was taken or to an equivalent position.

(c) Medical benefits will be continued during the leave provided the employee pays that portion of the premium he is required to pay under this Agreement.

(d) Employees who do not wish to return to the St. Tammany Parish School System from any leave of absence without pay shall inform the Superintendent in writing that they do not intend to return to the School System. Employees who do not notify the Superintendent of their intentions prior to the end of the leave shall be considered as having resigned from the St. Tammany Parish School System.

Section - Public Service Leave

Upon written application to the Superintendent, an employee elected or appointed to a local, state or national public office may be granted a leave of absence, without pay, benefits, or accrual of seniority for a period not exceeding one (1) year. The Board must determine that leave is in the best interest of the School System. The granting of such leave, or the failure to grant such leave, for any applicant shall not establish a precedent for any other applicant.

Section - Special Leave Without Pay for Federation Service

Employees who are Federation members, not to exceed two (2) in number, who are elected or appointed and accept full-time or part-time positions with the Federation, Louisiana Federation of Teachers, American Federation of Teachers or its affiliates, will, upon proper request be authorized a leave of absence without pay or benefits, not to exceed two (2) years, except the employee on leave hereunder may maintain in full force any benefits for which he is eligible under this Agreement and which the law will permit him to continue provided he makes satisfactory arrangements to pay the full cost or full premium in whatever amount the Board would ordinarily contribute for such benefits in addition to whatever amount the employee himself is ordinarily required to pay. An employee granted a leave

hereunder who subsequently returns to full-time service for the Board shall be assigned to a position similar to the one held prior to the leave if such shall then exist and shall be credited with one (1) year of seniority for each year of such leave. Leave granted under this Section may be renewed in one (1) year increments at the discretion of the Superintendent and under such special terms regarding reassignment upon return from leave as may be agreeable to the employee and to the Superintendent.

Section - Poll Officials' Leave

An employee who wishes to serve as an official at the polls during an authorized city, parish, state or federal election shall be allowed to do so, provided the employee provides 24 hours of notification to his supervisor. Such leave shall be without pay.

Section - Special Leave of Absence

(a) An employee may be granted a leave of absence without pay for a period not exceeding one (1) year upon written application to the Department of Human Resources if, in the discretion of the Superintendent, such leave is in the best interest of the School System. The granting of such leave shall not affect any accumulated sick leave which the applicant may have acquired prior thereto. Upon return from leave without pay, the employee shall be assigned to a position comparable to the one held prior to his departure for leave.

(b) The request to the Superintendent must be in writing on a proper application form as provided by the Department of Human Resources and submitted to the Superintendent at least 30 days prior to the commencement of the leave except in an emergency situation.

(c) If the request for leave without pay is granted by the Superintendent, the applicant may continue his group hospital and life insurance benefits by paying the full cost for the period of the leave. "Full cost" means the entire cost or premium for said insurance irrespective of whether the employee generally contributes only a portion of the costs.

(d) Employees who do not wish to return to the St. Tammany School System from any leave of absence without pay shall inform the Superintendent in writing that they do not intend to return to the School System. Employees who do not notify the Superintendent of their intentions prior to the end of the leave shall be considered as having resigned from the St. Tammany Parish School System.

(e) Such application may be rescinded at any time by giving notice thereof in writing to the Superintendent or to her designee. Such leave may be rescinded at any time if the Superintendent determines that the employee is working in another School System or if rescission is in the best interest of the St. Tammany School System for any other reason.

ARTICLE - SALARY, SUPPLEMENTS AND REIMBURSEMENTS

Section - Salary Provisions

I.

A. Base Salary: For purpose of this Article, "base salary" shall mean the sum of money paid to an employee as compensation for services rendered exclusive of supplementary pay as provided herein or pay in connection with an extended program or work year.

B. The 2016-2017 Base Salaries for all employees are the base salaries for 2015-2016.

II.

A. For services rendered during the 2016-2017 school year, certificated employees will receive a stipend of \$1,000 which will not be added to their salary base, provided:

- (1) They were employed as of June 30, 2016, and
- (2) They were employed as of October 1, 2016, and
- (3) They were not rated "ineffective" during the 2015-2016 school year.

B. For services rendered during the 2016-2017 school year, non-certificated employees will receive a stipend of \$700 which will not be added to their salary base.

C. Certificated employees rated "highly effective" for services performed during the 2015-2016 school year will receive a stipend of \$500 during the 2016-2017 school year which will not be added to their salary base.

D. Certificated employees who received an advanced degree during the 2015-2016 school year will receive a 2016-2017 salary base increase of \$275.

III.

After May 31st and before June 30th of each year of this contract, either the Board or the Federation may give notice in writing to the other of its intent to re-open the contract for renegotiation of salaries, supplements and benefits, whereupon the parties will bargain in good faith on these subjects.

Section – Paychecks

(a) Employees shall be paid on the 15th and last day of the month. Employees shall receive their salaries over a 12-month period twice a month. When an employee's payday falls on or during a weekend or a school system holiday, the employee shall receive his paycheck on his last workday before the weekend or holiday.

All employee paychecks will be direct deposited. All employees must arrange for direct deposit of their checks through the Payroll Department.

(b) Should an employee be on an approved leave without pay that extends through, or beyond, the current school year and such employee has escrowed salary, the employee shall receive the escrowed salary in one lump sum.

Section - Travel Expense

Employees who are required to travel in their personal vehicles on school-related business for purposes of performing routine, officially required duties shall be reimbursed at the rate of \$.45 a mile in accordance with St. Tammany Parish School Board travel guidelines.

ARTICLE XXIII - FEDERATION HEALTH & WELFARE FUND

The Board will make annual contributions to a Federation Health & Welfare Fund as may be established hereunder, in which all Bargaining Unit employees represented by the Federation may participate under the following terms and conditions:

- (1) The Fund must be an ERISA qualified fund and must provide for health and welfare benefits, as permitted by law, only for employees of the Board and officers and staff of the Federation. Any contributions for Federation employees shall be made by the Federation.
- (2) The Fund may provide for varying levels of participation and benefits provided the Fund does not discriminate on an arbitrary or unlawful basis.
- (3) The Board shall not guarantee any particular benefit or level of benefits, nor shall the Board be obligated or responsible in any manner whatsoever to make up any unfunded liability as may accrue.
- (4) The Board's sole responsibility and obligation with respect to the Fund shall be to make the contribution(s) specified hereunder, and nothing contained herein shall be construed as creating any additional obligation on the part of the Board.

- (5) The Fund's trustees shall be seven (7) in number and be appointed by the Federation. Only employees of the Board and officers and staff of the Federation shall be eligible for trusteeship. Trustees shall serve without compensation.
- (6) The Board's annual contribution to the Health & Welfare Fund during the term of this Agreement shall be \$660,000 per contract year.

ARTICLE XXIV - GROUP HEALTH AND LIFE INSURANCE BENEFITS

Section 24:01 - Group Health Insurance for Full-Time Employees

Considering the rising cost of health care, the fact that premiums are insufficient to pay for the benefits afforded employees and the inequity in the percent allocation of premium payments, these health care issues will be presented to the insurance committee for recommendation to the Board.

Section 24:02 - Group Health Insurance for Part-Time Employees

The board may offer a group health plan for part-time employees which provides that participating employees will pay up to 100% of all group health premiums.

ARTICLE XXV - SICK LEAVE BANK

A Sick Leave Bank may be established and managed by the Federation, as long as it incorporates and adheres to the following terms, conditions and provisions outlined in this Article.

Section 25:01 - Eligibility to Participate

- (a) Only members of the sick leave bank may draw days from the bank.
- (b) In order to become a member, an employee must have a balance of at least 15 days of sick leave, vacation leave or a combination of both on May 10th prior to the commencement of the fiscal year in which he wishes to become a member. The employee must also make an initial donation of one (1) day to the Bank between May 10th and June 10th prior to the commencement of the fiscal year in which he will become a member. Employees who have the aforesaid requisite balance and make the requisite contribution will become members. In order to remain a member, an employee must have a balance of at least 11 days of sick leave, vacation leave or a combination of both on May 10th of each subsequent fiscal year and must donate one (1) day prior to June 10th of each subsequent fiscal year.
- (c) If an employee either fails to make or is unable to make the subsequent donations, or if the employee no longer has the requisite balance of 11 days on May 1st, he shall no longer be a member of the Bank and no longer be eligible to draw from the Bank.
- (d) Once an employee loses membership, he can again become a member, but only by meeting the requirements of (b), above.
- (e) The Bank's administrators, or designee, may request that members with a balance of at least 12 days of sick or vacation leave or a combination of both donate two (2) days, instead of one (1), prior to the commencement of any fiscal year in order to maintain their membership; but no member shall be required to donate the extra day.
- (f) All donations required hereunder shall be made by the 10th of June in any given year. The Bank's administrators, or designee, shall provide the Department of Business Affairs with a list of participants no later than the 16th of June of each year.

Section 25:02 - Donated Days Irretrievable

Days donated to the Bank by any employee shall be irretrievable once donated unless the Bank is terminated as provided below.

Section 25:03 - Eligibility and Limitations Relating to Drawing from the Bank

Only those employees who have exhausted all sick leave, vacation leave and who are not being compensated for leave under workers' compensation or under some other leave provision of this Agreement will be eligible to withdraw days from the Bank.

(1) Non-elective surgery and recovery from it for which the draw from the Bank shall not exceed a total of 25 days;

(2) Catastrophic illness or disease such as cancer, heart disease or stroke for which the draw from the Bank shall not exceed 60 days;

(3) Physical injury resulting from trauma which prevents an employee from working for a period not less than three (3) consecutive calendar weeks in which case the maximum draw from the Bank shall be five (5) days for each three (3) week period the employee is certified as unable to report to work, with a maximum draw of ten (10) days; and

(4) Illness and complications from pregnancy for which the draw from the Bank shall not exceed ten (10) days.

Further, the Bank's administrators, or designee, at all times will have the right to limit the number of days a participant may withdraw based on the number of days in the Bank at any given time.

Section 25:04 - Application Procedure

Applications for the withdrawal of days shall be presented on a form, available through the Federation, to the Sick Leave Bank's administrators. The decision to grant or deny the application shall be final and binding and not subject to the grievance and arbitration procedure.

Section 25:05 - Limitation on Withdrawal

Considering that the purpose of the Sick Leave Bank is to provide assistance to eligible employees on a short term basis, members eligible to draw from the Bank shall not be permitted to withdraw more than 90 days during the entirety of their work career. The parties understand that the Sick Leave Bank is not formulated as a long-term disability plan or as a substitute for disability retirement, but rather contemplates that those applying to draw days from the Bank will recover from their illness or disability within a relatively brief period of time and return to work.

Section 25:06 - Termination of Bank

The Bank's administrators shall have the right to terminate the Bank at the end of any fiscal year. In the event the Bank is terminated either by its administrators or by the Board for reasons outlined herein, any days in the Bank at that time will revert to all active employees who contributed to the Bank at one time or another or a pro rata basis with the caveat that no employee may receive any percentage of a day other than a half day (50% of a day).

Section 25:07 - Governing Administrators

The Sick Leave Bank will be administered by nine (9) Bargaining Unit members appointed by the Federation. This Committee shall be responsible for meeting any and all ERISA requirements applicable to the Bank and its administration. The Board reserves the right to audit the work and records of the administrators to assure compliance with the provisions of this Agreement. If the administrators are not complying with ERISA or following the provisions of this Agreement relating to the Bank, they will be given a period of 30 days to come into compliance, failing which, the Bank will be terminated by the Board.

The administrators shall be responsible for fairly and equitably operating the Bank and deciding all applications for withdrawal. In performing their responsibilities, the administrators shall adopt rules of procedure and appropriate application forms. They shall keep records of applications, decisions on applications, medical certificates and medical reports on applicants. They shall fully cooperate with the Department of Human Resources and provide any information on an applicant which the Department of

Human Resources may request. Copies of all approved withdrawals shall be immediately transmitted by the administrators both to the Department of Human Resources and the Department of Business Affairs.

Section 25:08 – Indemnification

The administrators and the Federation shall fully defend and indemnify the Board against any and all claims, lawsuits, damages, losses, attorneys' fees and costs the Board may be called upon or required to pay resulting or arising out of the creation or administration of the Sick Leave Bank.

ARTICLE XXVI - SYSTEM WIDE CATASTROPHE

Considering the possibility that a natural disaster such as hurricane, flood or other act of God or man could cause widespread destruction to school system property and facilities, make it impossible for employees to perform the duties of their classifications, significantly reduce the student population or significantly and negatively affect the school district's funding or tax base, the Board, acting through the Superintendent, will have the authority to abrogate or modify those provisions of this Agreement as may be necessary in order to implement an emergency recovery plan. Prior to abrogating or modifying any provision of this Agreement, the Superintendent will meet with the Federation President in order to discuss how the parties might best address the system's recovery needs and also address the needs of employees. All viable alternatives to any employee layoff or district wide reduction in force will be considered prior to any layoff, all as specified in Article XIV, Reduction in Force.

ARTICLE XXVII - CRITICAL SHORTAGE

In the event the job classification covered by this contract becomes a critical shortage classification, the Superintendent may develop and implement a critical shortage plan for the purpose of hiring and retaining employees in this classification. Before implementing such a plan, the Superintendent will consult and work with the Federation President in developing the plan.

ARTICLE – NATURAL DISASTERS/EMERGENCIES

In the event a natural disaster occurs or an emergency arises which requires students to remain at the school site beyond the normal school day, employees who are required to remain with and supervise the students shall be compensated for the additional work time at their regular hourly rate.

ARTICLE XXVIII - LOSS OF PERSONAL PROPERTY

The board will not be responsible for any employee's loss of personal property brought to a school or work site; however, in the event an employee's personal property is lost or damaged as a direct result of a disaster, such as hurricane, fire, flood, etc., the board will reimburse the employee's loss or damage in an amount not to exceed \$500 per occurrence. In order for an employee to be eligible for such reimbursement, the personal property for which the employee makes a claim must have been pre-approved for use by the employee in connection with the employee's duties, as evidenced by a written approval form signed by the employee's principal or site supervisor and by the employee. In addition to the approval form, the employee must attach to the form proof of the property's value, i.e. receipt, etc. The employee will be responsible for presenting a copy of the approval form in order to secure payment for loss. Payment will not be made unless the form is presented. The maximum amount an employee may receive for loss in any single occurrence is a total of \$500, regardless of the amount or number of items approved for use in connection with the employee's duties.

ARTICLE XXIX - DURATION OF AGREEMENT

This Agreement shall be effective from 12:01 a.m. on the day following ratification and shall continue in full force and effect until 12:00 a.m. (midnight) on June 30, 2020 (four-year Agreement).

Said Agreement shall also continue in full force and effect from 12:01 a.m. on the first day of July, 2016, until the occurrence of one (1) of the following three (3) events, whichever should occur sooner:

- (1) Ratification of a successor Agreement;
- (2) Receipt by the Board's chief negotiator of a written notification from the Federation indicating that the Federation no longer wishes to extend the Agreement, whereupon the Agreement will remain in effect until 12:00 p.m. (noon) on the third day following delivery of the notice; or
- (3) Receipt by the Federation's chief negotiator of written notification from the Board's chief negotiator indicating that the Board no longer wishes to extend the Agreement, whereupon the Agreement will remain in effect until 12:00 p.m. (noon) on the third day following delivery of the notice.

ARTICLE XXX - GENERAL PROVISIONS

Section 30:01 - Savings Clause

If any provision of this Agreement is held to be contrary to law or void or is invalidated by any court of competent jurisdiction, or by any administrative agency having jurisdiction, all appeals having been exhausted, then such provision shall not be applicable or performed or enforced except to the extent permitted by law, but all other provisions shall be continued in full force and effect.

Section 30:02 - Agreement Amendments

If the passage of any local, state or federal law, or any court decision, or any decision of any administrative agency having jurisdiction, all appeals having been exhausted, require modification or amendment of this Agreement, the parties will bargain regarding such modification or amendment. Any agreement reached pursuant to such bargaining shall be reduced to writing and upon ratification, shall be signed by the parties and become an amendment to this Agreement. All other provisions of this Agreement shall continue in effect.

Section 30:03 - Complete Understanding

This Agreement represents the complete agreement of the parties and may be amended, altered or temporarily suspended only upon the written consent of both parties. The terms and conditions set forth herein represent the full and complete understanding and commitment between the parties and they supersede and shall have precedence over any contrary or inconsistent rules, regulations or practices of the Board with respect to Bargaining Unit personnel.

Section 30:04 - Part-time Employees

All provisions of this Agreement shall apply to part-time employees with the exception of Sections 17:04, 17:06, and 17:10.

Provisions of this Agreement relating to sick/emergency leave (Section 20:01) shall apply to those part-time employees who work certain hours each day of the week, and it shall then be prorated according to actual hours worked. Similarly, salary and supplements under Article XXII will be prorated for part-time employees. Part-time employees will be eligible for retirement only if they meet the threshold requirement of an average of 21 hours of work in each workweek of the school year, and for hospital/medical benefits under Article XXIV if they actually work at least 30 hours in each workweek of the school year.

Section 30:05 - Form of Printed Agreement

The Agreement shall be printed and distributed to all members of the Bargaining Unit, all St. Tammany Parish School Administrators and all members of the Board in a form to be agreed upon by the Superintendent, or her designee, and the Federation President, or her designee. Sufficient copies shall be prepared so each party shall also receive a reserve supply equal to 20% of the total required by the first sentence of this Section.

Section 30:06 - Distribution to New Employees

Each newly hired employee covered by this Collective Bargaining Agreement shall receive a copy of the Agreement from the Federation no later than five (5) working days after commencement of employment or 15 working days after the Agreement has been printed, whichever shall last occur.

Section 30:07 - Cost of Printing

The cost of printing the Agreement shall be shared by the Federation and the Board. The printer shall be agreed upon by the Federation and the Board.

Section 30:08 - Federation Identification

The Agreement shall include an introductory page which contains the following information: Federation address, Federation phone number and Federation officers. The outside back cover (or an alternate placement as may be mutually agreeable to the parties) shall include a reproduction of the logo of the Federation. The size of the Agreement shall not exceed 4 x 6 inches; point size of type shall not be less than 10 points.

Section 30:09 – Successorship

This Agreement shall be binding upon the Board and upon its lawful successors. The election of any new or additional Board members shall not in any manner derogate from any of the rights or obligations undertaken herein.

**PROVISIONS APPLICABLE TO
TEACHERS AND OTHER CERTIFICATED EMPLOYEES**

ARTICLE II - RECOGNITION

Section 2:01 - General Recognition

The St. Tammany Parish School Board (hereinafter known as the "Board") recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the "Federation") as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time or part-time, nonadministrative, nonsupervisory employees (hereinafter referred to as "Employees" or "Bargaining Unit Members"). The phrase "full-time or part-time, nonadministrative, nonsupervisory employee" means all full-time or part-time:

- (1) Certified classroom teachers, including TATs and OFATs;
- (2) Curriculum specialists;
- (3) Resource helping teachers;
- (4) Librarians;
- (5) Social workers;
- (6) Assessment personnel, except for the Coordinator of Pupil Appraisal Services;
- (7) Counselors;
- (8) Psychologists;
- (9) Speech therapists;
- (10) Occupational therapists;
- (11) Physical therapists; and
- (12) Nurses.

Specifically excluded from the Bargaining Unit are substitute teachers and private contractors. The parties understand and agree that continued employment is not guaranteed for part-time employees, TATs and temporary state certificated employees.

No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included. For purposes of this Agreement, a part-time employee is any employee whose work schedule is less than that of a full-time employee for that job classification as established by the Board.

ARTICLE IX - DISCIPLINE

Section 9:01 - No Discipline Except with Just Cause

No employee will be arbitrarily disciplined or disciplined on account of whim or caprice. As used herein, the term "discipline" includes notices of verbal warning or verbal reprimand reduced to writing, written warnings and written reprimands, suspensions and discharges or dismissals.

In the event a non-tenured employee is dismissed, discharged, removed or suffers nonrenewal of his contract, the just cause and due process provisions of this Article shall be governed and satisfied by observance of the provisions outlined in Section 9:02, followed by application of the provisions of applicable state law.

In the event a tenured employee is dismissed, discharged, removed or suffers nonrenewal of his contract, the just cause and due process provisions of this Article shall be governed and satisfied by observance of the provisions outlined in Section 9:02, followed by application of the provisions of applicable state law.

When disciplinary action is taken, written notice of the reason for the disciplinary action will be mailed to the employee's last known home address or delivered by hand to the employee.

Section 9:02 - Just Cause Procedure

(a) Prior to taking disciplinary action against any employee, the employer shall convene a conference with the employee unless otherwise agreed by the employee and employer. Twenty-four hours of notification shall be given to the employee in order to secure representation. The employee shall appear with his Federation representative unless he expressly disclaims the representation of the Federation. If he disclaims the representation of the Federation, he shall so indicate on an official disclaimer form to be printed in quadruplicate and made available by the Board. One (1) copy of the disclaimer form shall be placed in the employee's personnel file, one (1) copy shall be given to the employee, one (1) copy shall be given to the Superintendent and one (1) copy shall be given to the Federation.

No more than two (2) representatives shall be present and speak on behalf of an employee at disciplinary conferences without the consent of the principal, supervisor or administrator conducting the conference. By Federation representative is meant any individual, exclusive of legal counsel, allowed by the Federation to represent Federation members and Bargaining Unit employees.

(b) One purpose of this conference will be to fully explain to the employee the reasons why disciplinary action is being considered or why it may be warranted before any discipline is imposed.

(c) Another purpose of the conference is to give the employee the opportunity to present any information, evidence or mitigating circumstances which he believes should preclude or moderate any disciplinary action.

(d) The employee's building level file shall be available at this conference for review by the employee and by the employee's Federation representative if the conference is held on building grounds. If there is a dispute concerning what is or is not contained in the employee's official personnel file, meaning the file maintained by the Department of Human Resources, this file shall also be available for review before the conference is concluded. The official personnel file shall always be available for review if the disciplinary conference is held at the School Board office.

(e) If imperative or special circumstances make the convening of an informal disciplinary conference impossible or impractical within a reasonable period of time, it shall not be required to convene such a conference.

(f) After conclusion of a disciplinary conference, the administrator conducting the conference shall make his decision, in writing, with a copy to the employee involved. If the decision involves the suspension, dismissal, nonrenewal of an employee's Agreement or demotion in rank of a tenured employee, he shall make his recommendation in writing to the Superintendent with a copy to the employee. The Superintendent shall either affirm, modify or overrule this written recommendation.

(g) Bargaining Unit members who no longer are employed by the Board shall retain the right to grieve within the grievance time frame alleged violations of this Agreement which occurred during their employment or concurrent to their involuntary termination.

(h) Anonymous complaints shall not be used as the basis for an employee's reprimand, criticism or discipline.

Section 9:03 - Complaints Against Employee

(a) If an employee shall become the subject of a complaint:

- (1) Any discussion between the Administration and the employee regarding the allegation shall be conducted in a private setting;
- (2) Prior to any final action of a disciplinary nature being taken, a disciplinary conference shall be conducted between the administrator and the employee in accordance with the provisions of Article IX;
- (3) The Administration shall, at all times, proceed in a manner which assumes the innocence of the employee until such time as the allegation is supported by evidence to the contrary; and
- (4) At any disciplinary conference, the employee may be accompanied by a Federation representative.

(b) The Board shall defend and hold harmless any employee for actions fully within the course and proper scope of employment as is provided in La. R.S. 17.416.3 and 17.416.4.

(c) Complaints involving corporal punishment and/or moral offenses concerning students which become the subject of any disciplinary conference shall be reduced to writing with sufficient specificity to fully apprise the employee of the nature and substance of the allegations along with the identity of the person(s) making the allegations. A period of at least 72 hours will be allowed by the principal or administrator who called the disciplinary conference for the employee to prepare a response to the allegations. No decision regarding discipline will be made prior to expiration of the 72-hour period or prior to receipt of the employee's response, whichever occurs first.

(d) If the accusation(s) is (are) determined to be unfounded, all documents relating thereto shall be expunged from the files of the Board.

Section 9:04 - Public Reprimand Prohibited

The Board agrees that it is inappropriate to reprimand employees in the presence of other employees, students, parents or others. No employee shall be reprimanded in front of any parent, teacher, pupil or other person except within the context of a grievance or disciplinary hearing or disciplinary conference. It is also understood by the parties that the provisions of this Article will not apply to any "reprimand" delivered in public during the course of a public confrontation or disturbance created by an employee, when the employee has refused a directive to retreat for a private discussion.

Section 9:05 - Sexual Harassment

A sexual harassment complaint by an employee against another employee or against a supervisor shall be processed and resolved in accordance with the Board's policy on sexual harassment. In situations where the Superintendent determines that an employee has committed a serious violation of the sexual harassment policy, the parties agree that the Superintendent may transfer said employee involuntarily and that the involuntary transfer provisions of this Agreement may be superseded. However, the Board's sexual harassment policy shall not supersede the discipline or grievance and arbitration provisions of this Agreement which may be invoked by any employee disciplined or involuntarily transferred.

ARTICLE XI - EMPLOYEE EVALUATION

Section 11:01 – In General

(a) Unless and until modified in accordance with the provisions of this Article, the St. Tammany Parish School Board evaluation plan in force beginning with the 2011-12 school year will remain in effect.

(b) Any evaluation plan that may be adopted in accordance with the provisions of this Article shall meet all requirements of the law of the State of Louisiana and BESE guidelines and regulations.

(c) The Board and the Federation understand and agree that an effective evaluation plan will serve to assist in identifying any strengths or weaknesses in an employee's teaching skills and job performance in order to record outstanding performance, enhance good performance and to provide assistance.

(d) The parties subscribe to the principle that evaluation is not discipline. Nonetheless, employees shall be given the right to rebut or contest any evaluation deemed unfavorable as provided in this Article.

Section 11:02 – Consideration of Status

Any evaluation plan adopted hereunder shall take into consideration whether the employee is tenured or non-tenured. Non-tenured employees shall be observed and evaluated as required by Bulletin 130, action by BESE (State Board of Elementary and Secondary Education), and/or Louisiana Revised Statute. Tenured employees shall be observed and evaluated as required by Bulletin 130, action by BESE (State Board of Elementary and Secondary Education), and/or Louisiana Revised Statute.

Section 11:03 – Procedure for Approval of Evaluation Plan

The evaluation plan shall be maintained by the Board in accordance with Bulletin 130, action by BESE (State Board of Elementary and Secondary Education), and/or Louisiana Revised Statute.

Section 11:04 – Uniform Application

Any evaluation plan adopted hereunder shall be applied uniformly throughout the St. Tammany Parish School District and any violation of plan procedure or the use of any observation or evaluation instruments other than the ones adopted shall render the results of such observations or evaluations null and void and any record of them shall be removed from an employee's personnel file.

Section 11:05 – Evaluation Plan Inservice

Within two (2) weeks after the beginning of each school year, the building principal or designated administrator shall conduct a workshop so as to fully inform each employee regarding evaluation procedures, standards and the instruments to be used. Attendance at evaluation plan workshops shall be voluntary.

Section 11:06 – Evaluation Results and Evaluation Conference

The results of any classroom evaluations or observations shall be given to the employee observed or evaluated, and the evaluator shall also meet personally with the employee in order to discuss the results of the observation or evaluation within five (5) working days following the observation or evaluation. At this conference, the observer/evaluator and the employee may discuss classroom skills and ability or overall job performance. If the evaluation or observation is unsatisfactory or reflects a need for improvement, the employee and his immediate supervisor shall discuss the components of the intensive assistance plan. If an intensive assistance program is developed, the employee agrees that he will satisfy the conditions.

Section 11:07 – Evaluation Results - Grievance Procedures

(a) An employee who is evaluated “Ineffective” or receives an “Ineffective score” shall have the following rights:

- (1) The right to be notified of the Ineffective evaluation result no later than fifteen (15) days after the evaluation is complete.
- (2) The right to copies of all documentation relied upon by the evaluator in determining that the employee was ineffective.
- (3) The right to rebut the evaluation in writing and have the rebuttal become a permanent attachment to the employee's single, official personnel file.
- (4) Upon written request within five (5) calendar days of receipt of the Ineffective evaluation result, the right to a reconsideration meeting with the evaluator in order to discuss the evaluation, the reasons for the Ineffective score and whether the evaluator will reconsider the determination that the employee was ineffective.
- (5) Within five (5) calendar days of the receipt of the Ineffective evaluation, or within five (5) calendar days of any reconsideration meeting with the evaluator should the employee request such a meeting, whichever is later, the right to grieve the Ineffective evaluation to the superintendent.
- (6) The right to union representation at any grievance hearing before the superintendent or his or her designee.

(b) Grievance Process:

- (1) An employee who grieves his or her Ineffective evaluation to the superintendent must do so in writing by filing the grievance with the Human Resources office. The Human Resources office will date stamp the grievance indicating the date and time it was filed.
- (2) The grievance must set forth the specific, factual reasons why the employee considers the Ineffective rating or score to be unreasonable, unfair, or an abuse of the evaluator's discretion.

- (3) Within fourteen (14) days of receipt of a timely grievance, the superintendent or his or her designee shall conduct a formal grievance hearing at the School Board Office beginning at 4:00 PM on the specific date selected.
- (4) No later than seven (7) days following the grievance hearing, the superintendent or his or her designee shall provide the employee and the Federation with a written decision, either affirming or reversing the Ineffective score given by the evaluator.
- (5) The superintendent's decision or the decision of his or her designee shall be final and shall not be subject to the grievance process established in Article VIII of this Agreement; however, an employee may grieve under Article VIII any failure by the superintendent to follow the forgoing process.

(c) Confidentiality

Copies of the evaluation results and any documentation related thereto of any school employee may be retained the St. Tammany Parish Public School System, the BESE Board, or the State Department and, if retained, are confidential, do not constitute a public record and shall not be released or shown to any person except as provided by law.

ARTICLE XIII - VACANCIES AND TRANSFERS

Section 13:01 - Voluntary Transfers

(a) A voluntary transfer is the voluntary movement of an employee from one worksite or school to another worksite or school. Any member of the Bargaining Unit shall have the right to request a voluntary transfer.

(b) All known vacancies and new positions shall be posted on Federation bulletin board located in each school no later than 5 days prior to Transfer Day. A copy of the posting shall also be sent by mail to the Federation office. Such vacancies which become known thereafter up until the day before Transfer Day shall be posted as they become known.

(c) Any employee desiring to transfer from his position to one of the vacant positions must file a transfer request containing such information as may be required by the Department of Human Resources at least five (5) working days prior to Transfer Day; however, employees interested in vacancies posted after this date may submit a transfer request up to and including Transfer Day. Applications submitted on Transfer Day must be received during the registration period. Application forms will be made available in each school building.

(d) A "Transfer Day" will be held each school year. All applicants for transfer shall be interviewed on Transfer Day for whatever positions they are certified to hold. Within ten (10) calendar days following Transfer Day, selections for known vacancies and new positions shall be made and posted, with a copy mailed to the Federation office. It is understood that once a job is accepted, that decision is final for the upcoming school year.

(e) Transfer requests shall be granted in filling Transfer Day or Job Fair vacancies to the applicant(s) possessing the greatest number of years of service in the St. Tammany Parish School System except as follows:

- (1) No applicant may be selected for a vacancy outside his area(s) of certification;
- (2) No applicant may be selected who does not possess the level of necessary educational attainment if the receiving school is accredited or in the process of accreditation;
- (3) If the applicant is not willing or able to assume responsibility for extracurricular activity, as specified at the interview;
- (4) When the applicant is not the individual deemed best able to meet the needs of the school; and
- (5) When the principal deems it appropriate, based on the criteria numbered (1) through (4) above, to review the qualifications of new applicants prior to making his decision in which case all applicants will be considered for the position at the Job Fair.

(f) The principal shall provide written reasons, on request of any unsuccessful applicant, through the Department of Human Resources, explaining the basis for the selection he made.

(g) Positions not filled on Transfer Day, any new vacant positions or any new teaching positions which have become open since the date of the first posting shall be posted on the Federation bulletin board located in every school building throughout the System for consideration at the Job Fair.

Employees not offered a position as a result of Transfer Day will be automatically invited to attend Job Fair. Employees who did not apply for transfer at Transfer Day, but who seek a vacant Job Fair position, must file a transfer request containing such information as may be required by the Department of Human Resources at least five (5) working days prior to Job Fair. Employees interested in vacancies posted after this date may submit a transfer request up to and including the first day of Job Fair. Applications submitted on the first day of Job Fair must be received during the registration period. Application forms will be made available in each school building. Anyone applying for a vacant position at the Job Fair will be interviewed and selections will be made within four (4) weeks. After selections are made, they will be posted in the customary manner and a list of those selected will be mailed to the Federation office. It is understood that once a job is accepted, that decision is final for the upcoming school year.

(h) A transfer request may be withdrawn in writing any time prior to the applicant's acceptance of the position.

(i) Employees shall have the right to indicate on their transfer request forms a preference for primary grades (K-3) and intermediate grade levels (4-6).

(j) The Board shall implement all voluntary transfers for which vacancies exist before implementing involuntary transfers. This does not preclude the Board from acting upon subsequent voluntary transfer requests as vacancies become available.

Section 13:02 - Involuntary Transfers

(a) An involuntary transfer is the involuntary movement of an employee from one school or worksite to another school or worksite. Reassigning an employee from one grade level, subject matter or class to another at the same worksite or school is not an involuntary transfer. The parties understand and agree that the reassignment of teachers within a school or worksite from one class, subject matter or grade level to another is governed by Article XVII, Section 17:03 of the Teachers' Agreement. Also, the reassignment of an itinerant employee to a different worksite or school is not an involuntary transfer. Involuntary transfers may occur for any of the following reasons:

- (1) When new buildings open;
- (2) When a facility is closed;
- (3) When there is a decline in student enrollment;
- (4) To staff new schools or programs;
- (5) To adjust for loss of classes or programs; or
- (6) To avoid reductions in force.

(b) Before involuntarily transferring any employee, voluntary transfer to a vacant position at another school or worksite will be offered to those whose transfer would make the involuntary transfer unnecessary. Anyone requesting a voluntary transfer may withdraw this request at any time prior to agreeing to accept a position. Those employees willing to transfer in order to avoid their own involuntary transfers or to avoid the involuntary transfer of another employee will have priority for unfilled vacancies over Transfer Day and Job Fair applicants.

(c) It is recognized that there might be more than one employee willing to transfer; and, in such case, the vacant position will be awarded to the employee certified for the position with the greatest system-wide seniority. If two (2) or more employees desire the vacant position and have equal certification and system-wide seniority:

- (1) The position will be awarded to the employee with the greatest amount of academic preparation. (*Academic preparation shall be measured as a major or advanced degree in a subject area.*);
- (2) Thereafter, all things still being equal, the position will be awarded by lot.

(d) If involuntary transfer cannot be avoided by following the voluntary transfer provisions of this Section, employees will be chosen for involuntary transfer to positions for which they are certified using the following criteria:

- (1) The employee(s) with the least building-level seniority;
- (2) Where building-level seniority is equal, the employee(s) with the least system-wide seniority will be involuntarily transferred; and
- (3) Where building-level and system-wide seniority are equal, selection for involuntary transfer will be made by lot.

(e) The parties recognize that certified teachers will agree to teach courses or subjects outside of their area of certification to cover the shortage of certified teachers for those courses and subjects and that their doing so benefits the School System and the students of St. Tammany Parish. The parties also recognize that such teachers spend considerable time and resources in achieving the additional certifications and agree that they should not be penalized for doing so. Accordingly, for purposes of this Article, "certified" employee shall include a certified employee on a temporary teaching assignment who is working toward an additional certification in another area. The parties agree that it is consistent with the goal of having certified teachers in the classroom for a certified teacher to accept a temporary teaching assignment and agree to work toward an additional certification in another area.

(f) Employees who are involuntarily transferred shall have the right to return to the schools or worksites from which they were transferred in order of system-wide seniority, provided a permanent vacancy for which they are certified occurs at their former schools or worksites prior to the first pupil attendance day of the school year following the school year in which their transfers took place. The parties understand, agree, and confirm the past practice that when more than one employee wishes to return and fill the same vacancy and the employees wishing to return have equal system-wide seniority, lots will be drawn to select the employee who receives the position. Employees interested in returning to their former schools shall notify the Department of Human Resources. An employee interested in returning to his former school or worksite shall notify the Department of Human Resources.

In accordance with past practice, where the need to reduce one or more positions in a program or department at a particular school or worksite results in the need to involuntarily transfer an employee, the affected employee will not have the right to the position held by another employee at that school or worksite who is not in the department or program, even though that position is held by an employee with less building or system-wide seniority.

(g) Where the entire student body of a school building or an entire grade, department or classification of employee (for example, kindergarten teachers) is moved en masse to another school or worksite or divided between two or more schools or worksites, employees shall be transferred with their classes if their classes also move intact to a new location. If their classes are divided or split among new locations or cease to exist in their present form as a result of the move, transfers to the new location or locations will be made in accordance with the criteria set forth in subsection (d) above.

(h) Any employee who is involuntarily transferred shall not again be involuntarily transferred for a period of two (2) school years.

(i) An employee on sabbatical leave shall be notified if his position is subject to being abolished. Such notification shall be by certified mail, return receipt requested.

(j) An employee may also be transferred involuntarily at the direction of the Superintendent when the Superintendent determines that special or exigent circumstances, or conflicts between employees, make it necessary to transfer one or more employees in the interest of security and safety. Any employee involuntarily transferred under this provision may grieve the transfer under the grievance and arbitration provisions of this Agreement. Before an involuntary transfer occurs under this provision, the provision of the just cause procedure, Article IX, shall be observed.

Section 13:03 - Coaches' Reappointment/Vacancies

(a) An employee who is presently coaching shall be given a written notice should the principal decide not to reappoint said employee to his coaching position. This notice shall be given prior to the principal advertising for a replacement. Written reasons for the decision not to reappoint shall be given at the request of the affected employee. The decision to reappoint shall remain at the discretion of the principal; however, each decision shall not be arbitrary or capricious.

(b) When a position which carries coaching duties becomes vacant, the principal shall post the vacancy on the school bulletin board for a period of five (5) days and consider any applicants presently assigned to that school. In the event there are no applicants from within the school or if the principal does not select a staff member from the school, the position shall then be posted system-wide for seven (7)

working days. Should no system-wide applicant be selected, the position may be advertised outside the School System.

ARTICLE XIV - REDUCTION IN FORCE

Section 14:01 - In General

When conditions necessitate or require a reduction in force, such as the elimination, curtailment or reorganization of a curriculum, co-curriculum and/or extra-curriculum offering, program or school operation; the reorganization or consolidation of one or more schools or programs; the reduction in available funds for any program that results from a decline in enrollment; or the withdrawal or reduction in resources from federal, state or other sources, the Superintendent shall consider all viable alternatives to the layoff or termination of Teachers (hereinafter referred to as “employees”) including projected attrition, retirement, expiration of temporary assignments, voluntary leaves of absence, reassignment, reclassification, reduction in work schedule and displacement and any recommendation made by the Federation. The Superintendent shall also bargain with the Federation over the potential impact of any reduction in force as allowed by law and consistent with the collective bargaining agreement between the Board and the Federation.

Section 14:02 – Board Notification of Reduction in Force

Prior to instituting any reduction in force, the Superintendent shall present his or her plan for the reduction in force at an official Board meeting.

Section 14:03 - Procedure for Implementation

In order to accomplish the reduction in force, the least effective employee within each layoff targeted subject area or area of certification shall be laid off first. The Superintendent shall proceed with the layoff of as many employees as necessary to accomplish the reduction by proceeding based on effectiveness rating until the number of employees to be laid off has been reached. In determining effectiveness, the Superintendent shall rely on the evaluation an employee receives pursuant to the performance evaluation program established pursuant to La. R.S. 17:3881 through 17:3905.

In cases where two or more employees share the same effectiveness rating and less than all need be laid off to reach the number of layoffs required, the least senior employee or employees shall be laid off first. When employees have equal seniority and certification, those with the lowest amount of academic preparation will be laid off first. For purposes of this Article, academic preparation shall be measured as a major or advanced degree in a subject area. If academic preparation is equal, the person with the lower number of years teaching the subject in the St. Tammany Parish School System will be laid off first. Thereafter, selection for layoff shall be by lot.

Section 14:04 - Notification of Layoff

No employee shall be laid off without first having been given at least 45 days’ notice of layoff prior to its effective date. Notice shall be sent by certified mail, return receipt requested, to the employee's address, as it appears on School System records. It shall be the responsibility of each employee to see that his current address is on file. Notification sent to the address of an employee on file as specified herein shall be deemed adequate notification of layoff.

An employee notified of layoff may request a review of the decision by placing the request in writing and sending it to the Superintendent. The Superintendent shall consider the request and provide the employee with the results of the review. If the employee is dissatisfied with the results of the review, the employee may pursue the matter by filing a grievance.

Section 14:05 - Re-employment Rights

Employees receiving notification of layoff shall be eligible for recall or re-employment for three (3) years after being placed on layoff. No new positions will be filled until all employees on layoff

have been recalled provided those on layoff are certified to teach the subject matter required. Recalls will be made within areas of certification by recalling the most senior person on layoff who is certified to teach the course for the existing vacancy(s). If there is no employee on the recall list certified for the vacancy, the most senior person on the recall list willing to work towards the certification required will be awarded the job before any new employee is hired.

Section 14:06 - Recall Notices

The notice of recall shall be made by certified U. S. mail, return receipt requested, properly addressed to the last address given to the School System by the employee being recalled. If the employee being recalled fails to accept the position being offered, in writing, within 15 calendar days, if offered during the school year, or 30 calendar days, if offered during the summer recess, it will be considered that the employee has refused the recall offer thereby eliminating all re-employment rights of the employee.

Section 14:07 - Recall - Restoration of Seniority and Leave

An employee who is laid off and re-employed shall be reinstated with maximum credit for the time already served. An employee who is recalled after being laid off shall have restored to him all of the unused leave he had accrued on the effective date of the layoff.

Section 14:08 - Recall List

A recall list shall be provided to the Federation and shall be amended semiannually thereafter.

Section 14:09 - Maintenance of Group Health and Life Benefits

An employee on layoff remaining on the recall list will be permitted to maintain in full force any Group Health and Life Insurance benefits for which he is eligible under this Agreement and which the law will permit him to continue in effect provided that he makes satisfactory arrangements with the Department of Human Resources to pay the full cost or the full premium for such benefits in advance of its becoming due. "Full cost" or "full premium" means the entire amount needed to fund the employee benefit in question irrespective of whether part would ordinarily be paid by the employee and part paid by the Board.

Section 14:10 - Substitute Employment Preference

Employees on the recall list shall be entitled to preference for employment as day-by-day substitutes if requested in writing. Each school shall be given a list of employees awaiting recall who desire such employment.

ARTICLE XVII - WORKING CONDITIONS

Section 17:01 - Required Faculty Meetings

(a) School-based personnel shall not be required to attend more than ten (10) meetings scheduled for the entire faculty to discuss administrative matters outside of regular school hours during the school year. Faculty meetings as contemplated by this provision do not include those for faculty studies, SACS meetings, meetings required by BESE, by law, by Bulletin 741 or meetings necessitated by an emergency. However, meetings of this kind will be kept to a minimum. Also, to the extent possible, committee, grade level and department meetings will be held in lieu of full faculty meetings.

(b) "Emergency" is defined for purposes of this Section to mean a sudden, unavoidable occurrence requiring immediate action.

(c) Employee attendance at any faculty meeting may be waived by the principal for good cause. Faculty meetings as contemplated by this Section shall not exceed one (1) hour in duration.

(d) Three (3) school days advance notice of faculty meetings shall be given whenever possible. Additionally, the principal will consider any preferences expressed by teachers regarding the days of the week or dates on which faculty meetings will be scheduled.

(e) In the event any faculty meeting as contemplated herein exceeds 60 minutes in duration, an employee's attendance at such a meeting past 60 minutes shall be voluntary; however, the failure of any employee to remain past 60 minutes shall not effect the further progress of the meeting or any decision making.

Section 17:02 - Reporting/Departing School

(a) All school-based personnel shall report (current reporting practices shall continue) five (5) minutes in advance of the reporting time for students unless they have planning time prior to the time students are scheduled to report in which case they shall report when their planning time is scheduled to begin. They may depart no sooner than (ten) 10 minutes after the time for final student dismissal unless their planning time occurs after the time for student dismissal in which case they may depart at the conclusion of their planning time.

(b) Any school-based personnel assigned for duty, either before or after school, on a regular school day shall report and depart in accordance with the duty schedule.

(c) All personnel who are not school-based shall report and depart in advance of or subsequent to their starting and ending times in accordance with present practice.

(d) When schools are to be closed as a result of an emergency condition and students are dismissed, employees shall be dismissed after the students have left. If students are dismissed because of an emergency condition that does not threaten the health or safety of employees and schools are not closed, employees shall be dismissed only in accordance with the Superintendent's direction.

Section 17:03 - Teaching Assignments

(a) Employees shall have the right to request teaching assignments prior to May 1st of each school year.

(b) The appropriate supervisor or principal shall make available to each employee a form designed by the School System on which the employee may state a request for assignment(s). Such forms may be placed in employees' mailboxes or made available to employees through some other reasonable means.

(c) The principal or supervisor shall give every consideration to an employee's request for assignment for which an employee is certified.

(d) The principal or supervisor shall notify employees of their tentative teaching assignment, including tentative subject matter and grade level, for the following school year at least by the close of school. An employee shall be notified of a change in this tentative assignment as soon as feasible. Such notification may be conveyed in writing to the employee's last known home address or to the employee's school mailbox when school is in session.

(e) Employees shall be permitted to take manuals home for the summer to prepare for the next school year provided the employee has signed out for such materials and assumes the responsibility for such manuals.

(f) Changes in an employee's assignment shall not be made for arbitrary or punitive reasons.

(g) Departmentalized high school and junior high school employees shall be assigned no more than three (3) preparations unless extenuating circumstances make it unreasonable or impractical. A preparation shall be defined as:

- (1) An ability level within a subject area such as Advanced Math, Honors English, Science 1, 2 or 3;
- (2) A subject such as English, Biology, Algebra; or
- (3) A grade level such as 9th grade English or 12th grade English. The parties understand and agree that the size of certain schools, their staffing levels and the courses scheduled to be taught may require an employee to teach more than three (3) preparations in order to staff the courses which are approved by the State or the Superintendent to be taught at a given school.

(h) Upon request of the employee, principals shall vary the assignments of any employee who has consistently been assigned a majority of low-ability students/classes, special education teachers excepted.

(i) The supervisor shall notify Pupil Appraisal employees of their tentative assignments for the following school year at least by the end of their work year. Pupil Appraisal employees shall also be notified of a change in their tentative assignments as soon as feasible. Such notification may be conveyed in writing to the employee's last known home address or through his school mailbox when school is in session.

Section 17:04 - Department Head/Grade Level Chairpersons Selection Procedure

Selection of a Department Head, Department Representative or Grade Level Chairperson shall be in accordance with the following:

- (1) The Board shall accept a Department Head, Department Representative or Grade Level Chairperson elected by secret ballot by members of the respective department or grade.
- (2) The secret ballot election must be conducted anytime from the end of the previous school year to within 30 days of the opening of school or the declaration of a vacancy in the position. All ballots shall be turned in to a committee consisting of a teacher from each grade level/department for tabulation. Tabulations with ballots attached shall then be given to the principal or designee.
- (3) Proper Louisiana certification must be held by the employee prior to the election.
- (4) If the person selected refuses the appointment, a new election will be held.
- (5) If the appointment is refused by the individual elected in a second election, the principal will appoint any individual of his choice who agrees to accept the position.

Section 17:05 - Pupil-Teacher Ratio

Pupil-teacher ratio shall be in accordance with State law and regulations.

Section 17:06 - Planning Time

(a) Every departmentalized regular education junior high and high school classroom teacher shall be scheduled for a daily uninterrupted planning period during the student school day. This period shall be equivalent to the length of the students' class period. This planning period shall be duty-free.

(b) In high schools with a seven (7) period schedule, classroom teachers shall receive two (2) planning periods during one semester and one (1) planning period during the other semester.

(c) In schools operating under the modular program schedule, the requirement for a daily uninterrupted planning period may be waived if the employees receive planning time equal to that received under a normal program schedule.

(d) Special Education teachers will be given planning time in an amount determined by the principal as may be permitted by the nature of their classes and the staffing which is available to create planning minutes.

(e) Throughout the term of this Agreement, elementary teachers shall have at least 120 minutes per week of planning time provided by library, music and physical education periods at each school. Beginning with the 2005-2006 school year, elementary teachers shall have at least 150 minutes of planning time per week provided by library, music and physical education periods at each school. The phrase "elementary teachers" means regular education teachers of grades K-6.

(f) The parties understand and agree that the Board will make its best effort not to reduce planning time during the school day from present levels at each elementary school for any teacher. There will be no obligation to guarantee any number of planning minutes or blocks of planning time in any of the following events:

- (1) Failure of the voters to approve the renewal of any one (1) or more of the ad valorem millages scheduled for renewal during the term of this contract;
- (2) Change in elementary pupil-teacher ratio as mandated by the State or by BESE regulations;
- (3) An increase or decrease in the teaching staff and/or student population at any school requiring a reallocation of positions utilized to create planning time or a reallocation of planning minutes for all classroom teachers at that school; or

- (4) Insufficient resources requiring a reduction in force or an across-the-board pay cut for Bargaining Unit members, either of which would be avoidable by a reduction in planning time.

In the event any of the circumstances described hereinabove should arise, before any teacher's planning time is reduced or eliminated, the Superintendent shall meet with the Federation President and bargain in good faith over alternatives.

(g) Planning time shall appropriately include academic study, preparation of lesson plans and parent conferences. Parent conferences shall not be required during planning time. Conferences which require the presence of the principal shall be scheduled at a time convenient for all concerned. Planning time shall be free of duty.

Section 17:07 - Relief Time

During the administration of standardized tests, if relief time is given, it will be distributed as equitably as circumstances permit.

Section 17:08 - Relief from Nonprofessional Duties

(a) Employees shall not be required to engage in searches for the purpose of locating explosive devices. Employees shall be responsible for evacuating students from the building when so directed and will reasonably cooperate with officials in identifying the potential location or source of any explosive or hazardous device as long as doing so does not endanger the employee.

(b) Employees shall not be required to participate in the physical inspection of students to determine the presence of health hazards.

(c) Employees shall not be required to participate in any fund-raising activity when not on duty for the school. Employees shall not be required to devote classroom instructional time to fund-raising activities.

(d) Homeroom teachers may be required to collect money or assist in fund-raising activities during their regularly scheduled homeroom periods as long as such activities are permitted by the Board.

(e) Employees shall not be required to contribute funds to any activity or for any purpose except as required by law.

(f) Employees shall not be required to monitor/teach another employee's class while teaching their classes.

(g) High school and junior high school employees shall not be required to collect lunch money. Elementary school employees will be required to collect lunch money unless there is a mechanism or procedure in place for lunch ticket sales by other personnel. The Duty Schedule Committee will make recommendations for continued implementation of this mechanism or some other procedure.

(h) Teachers shall not be required to make routine, general phone calls questioning the absence of students except where making such calls are part of a duty schedule agreed upon by the faculty at a school. This Section shall not preclude a principal from requiring a teacher to contact the parents or guardians of a student in that teacher's class to discuss absenteeism or any topic relating to that student.

Section 17:09 - Duty Schedule

(a) The principal of each school shall be responsible for determining the nonclassroom supervision or monitoring of students, and the number of employees required to perform such duty. The Duty Schedule Committee, appointed by the Federation, at each school shall be given the opportunity to prepare a duty schedule for that school consistent with the principal's determination. The principal shall not arbitrarily or unreasonably reject a duty schedule proposed by this Committee nor arbitrarily or unreasonably determine the nature of extra duty required and the number of employees required to perform such duty. In the event the principal rejects a duty schedule proposed by the Duty Schedule Committee or if the Committee chooses not to prepare one, the principal shall ensure an equitable distribution of duty.

(b) Duty for all itinerant teachers may be assigned only at their home-based schools.

Section 17:10 - Lunch Period

(a) At each school the Duty Schedule Committee, appointed by the Federation, will meet with the principal to investigate and establish a schedule that will maximize the amount of duty-free lunch time that will be available for the employees at their school. The decision of the Duty Schedule Committees must be ratified by a vote of the faculties of each school, as applicable, and have the principal's endorsement. The principal's approval shall not be unreasonably withheld. Elementary employees will continue to have at least a 20 minute duty-free lunch daily. All faculties will have the amount of duty-free lunch time that the Committees established hereunder are able to maximize.

(b) Employees shall be permitted to leave campus during their duty-free lunch period provided they notify the principal's office and return to campus in time to commence duty as scheduled.

(c) On those days when students are not in attendance at lunch time (e.g., exam days, parent conference days, record days, etc.), all school-based employees shall be given one hour of duty-free lunch.

(d) Itinerant teachers will only have duty at their home-based schools and will not be required to perform lunch duty at their home-based schools if they are scheduled to travel during the lunch period at their home-based schools.

Section 17:11 - Clerical Duties

Employees will not be required to perform clerical tasks unrelated to their professional duties.

Section 17:12 - Substitute Employees

(a) Employees shall not be required to obtain their own substitutes. An employee requiring a substitute shall notify the principal, or his designee, and register his absence on the Automated Substitute Finder System. Notification and registration shall be accomplished as soon as possible but no later than 60 minutes prior to the start of the workday.

(b) An employee appointed to serve as acting principal shall have a substitute employee hired to cover his classes for the duration of the time he serves as an acting principal.

(c) Employees shall not be required to serve as substitutes during their planning time except in cases of emergency to bridge coverage for an employee unexpectedly absent and only until the substitute arrives.

(d) When a teacher is absent on a day when he is scheduled for duty and a substitute is hired, the substitute shall perform the scheduled duty for the absent teacher.

Section 17:14 - Assistance at School Events

The Federation and the Board recognize the importance of special events for students and the role they play in the development and education of students. Although employees shall not be required to chaperone or assist at assemblies, dances, sporting events or after school events held after the workday, both the Board and the Federation endorse their past and continuing volunteerism in attending and supervising students at such events such as Hurricane Highlights, Monteleone Magic, etc.; with the exception of the annual open house whereas all certificated personnel shall attend at the school(s) in which they service.

Section 17:16 - Faculty Lounge and Other Facilities

(a) The Board shall continue to provide an area in each school designated as an employee lounge.

(b) Speech pathologists, speech therapists, pupil appraisal personnel, resource helping teachers and counselors shall be assigned office space or a working area and shall be given access to a private telephone and to a computer terminal at their school sites or at their places of regular assignment. They shall be given a private area for conferences unless the demand for private space in the physical layout of the building or facility at which the conference is to be held makes accommodation impractical. In such a case, the conference will be rescheduled as space permits.

(c) Telephone messages shall be conveyed to employees. Emergency messages shall be conveyed immediately.

(d) Separate restrooms for adults and students shall be maintained at each school site.

(e) A telephone will be made available for necessary calls during noninstructional time in the faculty lounge or in some other appropriate areas of the school.

Section 17:17 - Health and Safety

(a) While it is the responsibility of employees to assure the safety and well-being of students, the Board shall require no action to be taken which clearly endangers the health or safety of employees.

(b) The Board shall provide for fingerprinting of new employees as required by law. This shall be at no cost to the employee; the Board shall pay all expenses for the fingerprinting procedures.

(c) Employees shall not be required to enter a building alone or remain alone in a building.

Section 17:19 - Employee Arrival

In developing procedures for recording attendance and timeliness of arrival of employees, the Board agrees that such shall not include the use of mechanical devices.

Section 17:20 - Employee Use of Equipment

Employees may use those machines designated for faculty use in connection with the performance of their duties. If an employee is required to photocopy teaching assignments or other school-related materials, such photocopying shall be at no cost to the employee.

Section 17:23 - Special Education Teachers - Notice of Statutory/Regulatory Changes

Meaningful statutory or regulatory changes affecting the actions of Special Education teachers shall be made known to them in a timely manner. Any Special Education teacher not informed of such changes shall not be disciplined for noncompliance.

Section 17:24 - Housing of Special Education Students

The Board shall make a positive effort, within the constraints imposed by limited facilities, to minimize the double housing of Special Education classes.

Section 17:25 - Records/Transfer of Special Education Students

In the event a Special Education student is transferred from one school to another within the System, his current IEP and evaluation shall be transmitted in a timely manner.

Section 17:26 - Coaches' Rosters

A roster of all coaches shall be posted in each school building within one (1) month after the start of the school year and copies for each coach shall be delivered to each school for distribution. The roster shall include the sport and the school to which the coach is assigned, along with the coach's address and telephone number (provided the coach has not requested that his address and telephone number remain private). A copy of the roster shall also be provided to the Federation.

Section 17:28 - Fund-raising Coordinating Committee

(a) The faculty of each school shall select members of the faculty, not to exceed five (5), to assist the principal in coordinating school-wide fund-raising.

(b) This Committee shall assist the principal in prioritizing fund expenditures and in determining the number of school-wide fund-raising activities. Any employee requesting an accounting of the funds shall request the same in writing and the Committee shall assist the principal in furnishing the accounting. The Committee shall meet during noninstructional time.

Section 17:29 - Field Trip Coverage

Students not attending field trips will be supervised by employees remaining at their schools. Employees who are required to go on field trips with students will have their transportation, necessary tickets and entry fees paid for by the school sponsoring the trip.

Section 17:30 - Record-keeping Day

At the conclusion of each grading period, the Board shall schedule one-half day as record-keeping day at each school for purposes of completing grading and to record student progress and grades. No teacher shall be required to attend meetings or inservices during the half portion of the day designated for record-keeping. Teachers who engage in record-keeping will have one (1) hour for lunch.

Section 17:31 - Grant Applications

Employees shall not be prohibited from applying for educational grants which might benefit the school or School System. No grant application requiring the School System to commit time, the services of any of its personnel or resources of any kind shall be made without the approval of the Superintendent.

Section 17:34 - School Year

The school year shall be established by the Board and will meet or exceed the instructional time and student attendance requirements of Bulletin 741. Included in the school year will be two (2) days for professional development and one day for room preparation prior to the first student attendance day, two (2) one-half days of professional development with no students at the conclusion of the first and third grading periods, and one day for final records after the last student attendance day.

Section 17:35 - Public Address System

"All calls" shall be limited to announcements made at the beginning and end of the school day and when an emergency situation occurs.

The public address system shall not be used to monitor or evaluate employees without their knowledge or consent.

School nurses will have the use of the intercom system to call students for health screening.

Section 17:36 - Staff Development - Pupil Appraisal Personnel

Pupil Appraisal personnel shall have five (5) days per year designated for staff development purposes. Payment for attendance at staff development conferences or activities shall be made in accordance with current practices.

Section 17:37 - Professional Conferences - Curriculum Specialists

Curriculum Specialists shall be allowed release time to attend professional conferences in accordance with current practice.

Section 17:38 – Caseloads

The caseloads of Pupil Appraisal personnel, speech pathologists, speech therapists, counselors, adaptive physical education teachers, occupational therapists and physical therapists shall be equitably distributed. The equitable distribution of caseloads shall not require the Board to equalize work or caseloads among the professionals covered by this Section.

Section 17:39 - Eleven- and Twelve-Month Positions - Assessment Teachers/Psychologists/Social Workers

Assessment teachers, psychologists and social workers shall have the right to apply for 11- and 12-month positions for which they are certified. No outside personnel shall be contracted for appraisal purposes or evaluations before incumbent assessment teachers, psychologists and social workers are offered the necessary positions on an extended employment basis.

Section 17:40 - Itinerant Teachers/Miscellaneous Provisions

(a) Itinerant teachers will be notified of their building assignments for the following school year in accordance with Section 17:03 of this Agreement.

(b) School-based itinerant classroom teachers will be given planning time comparable to regular classroom teachers at the schools to which they are assigned.

(c) The grade is to be a cooperative effort between the classroom teacher and the itinerant elementary physical education teacher.

Section 17:45 - Professional Growth

The Board shall provide workshops and seminars to train employees in new technology which employees are required to learn for the performance of their job duties. Employees shall be reimbursed reasonable and customary travel expenses in accordance with Board policy when required by the Board to attend out-of-parish workshops and seminars.

ARTICLE XVIII - INSTRUCTIONAL RESPONSIBILITIES

Section 18:01 - Expenditure of Instructional Allocations

Employees shall have meaningful and timely input with regard to the expenditure of instructional monies in their respective schools. Employee's suggestions for such expenditures shall be received by the appropriate department or grade level chairperson. The appropriate department or grade level chairperson will develop a list of potential instructional needs and shall present the list to the principal who shall assign an order of priority. The principal shall then resubmit his prioritized list for recommendations. After receiving faculty comments through appropriate department or grade level chairpersons, the principal shall make the final determination regarding the expenditure of instructional monies.

Section 18:02 - Acceptance of New Students

(a) When a new student is enrolled in a school, prompt notice shall be provided to the teacher(s) scheduled to receive such new student.

(b) Students shall be assigned to the teacher with the lowest student enrollment where scheduling circumstances permit or unless ability grouping is used in that school, the student has special needs that must be met by a particular teacher or special discipline problems require special assignments.

(c) When a student is newly enrolled in a school, the principal shall immediately notify the student's teacher(s) of any severe medical problem or serious discipline history of which he is aware. Prompt notification will be given to teachers when the new student's files become available in the office.

Section 18:03 - Student Discipline

(a) The discipline of students shall be in accordance with the *Handbook on Attendance, Discipline & Student Records* and all applicable federal and state statutes, policies and regulations. Discipline imposed in accordance with this Handbook shall have the full support and backing of the Board. The parties recognize that the consistent, fair and uniform administration of discipline is in the interest of the School System and all parties involved in the discipline and control of students will strive, at all times, to consistently, uniformly and fairly administer School Board policy on discipline.

(b) The Superintendent shall establish a Discipline Committee to make recommendations regarding any updates, revisions or other modifications to the Handbook. The Committee shall consist of 18 people appointed as follows:

- (1) One elementary school principal or assistant principal selected by the Superintendent;
- (2) One elementary employee selected by the Federation;
- (3) One elementary school parent selected by the Superintendent;
- (4) One middle school or junior high principal or assistant principal selected by the Superintendent;
- (5) One middle school or junior high employee selected by the Federation;
- (6) One middle school or junior high school parent selected by the Superintendent;
- (7) One high school principal or assistant principal selected by the Superintendent;
- (8) One high school employee selected by the Federation;
- (9) One high school parent selected by the Superintendent;
- (10) Three high school students recommended by the high school principals;
- (11) Three site administrators appointed by the Superintendent; and
- (12) Three other Bargaining Unit members appointed by the Federation.

This Committee shall also make recommendations and draft guidelines for handling continually disruptive students who are not candidates for evaluation or Special Education.

(c) The Committee established herein will meet at least annually to review the Board's discipline policies. Should any Committee member need to be replaced during the term of this Agreement, the Superintendent shall fill any vacancies created by her appointees and the Federation shall fill any vacancies created by its appointees.

(d) The Committee shall present its recommendation to the Superintendent for her approval and, if approved, he shall then present the recommendations of the Discipline Committee to the Board for its approval. Such policy shall be reproduced and distributed to all employees.

(e) In cases of serious classroom disruption or emergency, appropriate action shall include immediate notification to the principal and sending a disruptive student to the principal's office for counseling and detention as may be required.

(f) Employees may use such reasonable force with the student as is necessary to protect themselves, or others from attack, physical abuse or injury, or to prevent damage to District property.

(g) All parents and students shall be informed of the discipline policy at or near the onset of the school year through appropriate publications and/or notices. The president of the Federation shall also be provided with a copy of the *Handbook on Attendance, Discipline and Student Records* at or near the onset of the school year together with any publications and/or notices regarding discipline policies which have been distributed to parents and students.

(h) Saturday detention classes shall be continued as long as funded by special grant. Otherwise, they shall continue only if funding is appropriated by the Board. No employee shall be required to supervise or monitor Saturday detention. Those who work shall receive hourly compensation as established under the grant program.

(i) Counselors and resource helping teachers shall not be assigned to administer punishment with respect to students. This shall not preclude counselors from conducting classes on self-esteem or from performing other professional counseling duties for students when students are serving detention, nor shall it prohibit resource helping teachers from administering discipline while designated as the acting principal or while teaching class.

(j) Teachers shall not be required to assign or accept make-up work, tests or homework during the period of a student's suspension.

Section 18:04 - Student Grades

Employees shall maintain the right and responsibility to determine grades and other evaluations of students in accordance with Board policy. No grades or evaluations shall be changed without first consulting with the employee who determined the grade or evaluation unless there is a demonstrable error in calculation or record-keeping. Nothing contained herein shall be construed as making a student's grade or evaluation or the change of a student's grade or evaluation the subject of the grievance and arbitration procedure. Should an employee who determined a grade or evaluation be aggrieved by the change of that grade or evaluation, such employee shall be entitled to have the entire matter reviewed, at his option, by the

Superintendent or by a special Peer Review Committee. The Peer Review Committee shall consist of four (4) employees, each certified to teach the subject matter in which the disputed grade or evaluation was given. The determination of the Superintendent or that of the Peer Review Committee shall be final with regard to whether a grade or evaluation should be changed. In such event, the employee whose grade or evaluation was changed by the Superintendent or by the Peer Review Committee shall be entitled to written reasons for the change upon written request. Two (2) members of the Peer Review Committee shall be appointed by the president of the Federation and two (2) members of the Peer Review Committee will be appointed by the Superintendent. Should the Peer Review Committee split evenly with regard to whether a grade or evaluation should be changed, the Superintendent shall break the tie.

Section 18:05 - Roll Books

Employees linked to the electronic student information system shall maintain their roll books using the electronic student information system, or any other electronic system approved by the Superintendent. Employees not linked to the electronic student information system shall maintain the standard roll book provided by the board.

Section 18:06 - Athletic Program Guidelines

Athletic Directors and/or head coaches will work with their principals in developing guidelines for the administration of the athletic programs under their direction, including practice and game schedules. Final approval will remain with the principal.

Section 18:07 - Academic Freedom

(a) The Board and Federation recognize the necessity for academic freedom in the study, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world and other disciplines of learning. Employees recognize, however, that academic freedom must be balanced against their first duty which is to teach accepted and adopted curriculum and courses of study. Therefore, employees will exercise responsibly their academic freedom within the scope of the courses of study to which they are assigned, giving consideration to the maturity levels of their students.

(b) Employees may use supplementary materials, appropriate and germane to the curriculum, and consistent with the preceding paragraph. Nothing herein shall be construed as implying any Board obligation to reimburse employees for such materials. Further, it is understood that no employee shall be required to use or purchase supplementary materials for which they do not receive reimbursement from the Board.

(c) Employees should encourage objectivity in students and should provide the example for them of a fair and objective approach to controversial issues. The instruction offered should be based on fact and be free from bias.

(d) The Board's endorsement of the concept of academic freedom should not be construed as permitting an employee to promote his own views of a personal, political or religious nature to the students in the classroom setting. Accordingly, employees shall not comment in the presence of students on matters involving collective bargaining disputes or grievances under this Agreement. It is understood that employees may express their own views of a personal, political or religious nature at any time outside of the classroom setting and outside of the presence of students while on the school grounds.

- (e) The ownership (copyright) of materials produced by employees falls into the following categories:
- (1) Material produced is a direct result of an assignment (such as a curriculum written to fulfill a grant) is, and shall remain, the property of the Board.
 - (2) Material produced by an employee independent of the employee's assigned duties, wholly on the employee's own time (such as when an employee writes a novel or develops computer software) is, and shall remain, the property of the employee.
 - (3) Material produced by an employee which is related to the employee's assignment and material conceptualized and developed by the employee for which Board facilities or technical assistance is required to fully actualize the idea shall be subject to individual negotiation and contract between the parties to establish copyright, ownership and royalty percentages. In the absence of such contract, the material shall remain the property of the Board.

Section 18:08 - Lesson Plans

(a) Employees will not be required to submit lesson or unit plans more frequently than weekly. Lesson plans which are incomplete or inappropriate will be revised after consultation with the principal.

(b) Employees shall not be required to submit lesson plans sooner than the beginning of class on the first day of the week that they are applicable.

(c) Lesson plans will be formulated using the electronic student information system or any other electronic system approved by the Superintendent.

(d) The Board shall provide roll books to all employees.

Section 18:09 - Kindergarten Retention - Right to Recommend

Kindergarten teachers will have the right to recommend that any student who has not mastered the minimal kindergarten skills should be retained in kindergarten.

Section 18:10 - Testing of Kindergarten Students

Entrance for kindergarten students shall be delayed during the testing. Testing shall not take place during teacher inservice or on record days.

Section 18:11 - Special Education Records – Security

Special Education records shall be secured in accordance with law.

Section 18:12 - Instructional Time

Instructional time will be in accordance with State law.

Section 18:13 - Librarians, Library Responsibility

(a) In addition to student instruction, the librarian shall be responsible for general supervision of the library facility in order to provide students and teachers with assistance in using library materials and in order to provide access to the library during the school day.

(b) The library may be closed to students if no other personnel is available to maintain access and assistance during a librarian's lunch period.

(c) In elementary schools with large school populations, the librarian may develop guidelines for approval by the principal to limit student access while library classes are in progress.

ARTICLE XIX - SUMMER SCHOOL

Section 19:01 – Applications

By original intent and past practice, this section applies only to regular and special education K through 12 summer school offered to students in order to change a failing report card grade to a passing grade or to earn new Carnegie Unit credits.

(a) Applications for positions in any then-known summer program shall be on the appropriate form and submitted to the Superintendent by May 1st of each year.

(b) Applications shall be made by hand delivery to the Central Office or by U.S. mail. If two (2) copies are hand delivered to the Central Office, the Central Office will date-stamp and return one (1) copy to the applicant.

Section 19:02 - Selection Procedure

The following shall be adhered to in the selection of summer school employees from among those who have applied:

- (1) A rotating system shall be utilized. Placement on the eligibility list shall be on the basis of the following criteria with no one criteria, other than certification, having more weight than any other:
 - (a) Certification;
 - (b) Successful teaching experience;
 - (c) Overall experience;
 - (d) Experience in St. Tammany Parish;
 - (e) Subject/grade areas taught;
 - (f) Evaluations.
- (2) Employees shall be limited to three (3) consecutive years in the summer school program. This may be waived if there are no qualified applicants in their subject or grade areas.
- (3) Employees shall be notified of their selection and assignments after the completion of summer school registration.

Section 19:03 - Pay Schedule

Summer school employees shall be paid per current practice.

Section 19:04 - Pay Rate

Summer school employees shall be paid on an hourly basis. Their hourly rate of pay shall be derived by taking the annual rate of pay for the position they held on the previous year's salary schedule, or would have held if now being employed for the first time, and by dividing the same by 182 to yield a daily rate. The daily rate will then be divided by seven (7) to yield an hourly rate.

ARTICLE XX - COMPENSATED LEAVE TIME

Section 20:03 - Absences Due to Accident or Injury on Duty

(a) Employees shall receive, in accordance with law, those benefits to which they are entitled in accordance with Louisiana Revised Statute 17:1201 C. and D., as amended from time to time while employed by the Board.

(b) Employees injured on duty shall report the injury immediately to the principal or appropriate administrator who shall promptly provide the injured employee with all appropriate forms and information.

Section 20:08 - Leave for Exchange Teaching

An employee may be granted a leave of absence for the purpose of participating in an exchange teacher program under such terms and conditions as may be agreeable both to the employee and the Superintendent and only if the Superintendent determines that the exchange furthers the best educational interest of the school(s) affected.

Section 20:10 - Sabbatical Leave

The eligibility of employees for sabbatical leave shall be as provided in State law, La. R.S. 17:1171 et seq., as the same may be amended from time to time. These statutes shall govern all aspects of sabbatical leave.

ARTICLE XXI - LEAVE WITHOUT PAY

ARTICLE XXII - SALARY, SUPPLEMENTS AND REIMBURSEMENTS

Section 22:03 - Coaches' and Athletic Directors' Supplements

Special supplements for coaches and athletic directors will be paid per Appendix B.

Section 22:04 - Cheerleader and Dance Team Sponsors' Supplements

Cheerleader sponsors and dance team sponsors will receive a special supplement of 5% at the high school level and 3% at the junior high level. Each high school and junior high will be allotted one (1) cheerleader sponsor and one (1) dance team sponsor to be eligible for the special supplement.

Section 22:05 - Sponsorship Incentives

Monetary incentives will be awarded to those who sponsor school-related activities of significant benefit and interest to students, faculty and parents in accordance with present practice.

Section 22:06 - Local Reimbursement - Classroom Supplies

(a) The Board shall reimburse each certificated employee designated as a classroom teacher or librarian for supplemental teaching materials which he purchased and for which appropriate receipts are furnished not to exceed \$100.00 each year during the term of this Agreement. Receipts must be submitted no later than the 15th working day preceding the end of the school year. Reimbursement payment will be made as soon as practicable thereafter.

(b) The Board shall pass on to eligible, certified employees any funds received from the State to reimburse certified employees for purchases of classroom supplies.

Section 22:07 - Special Education Teachers - Incentive Pay

In accordance with Board policy, Special Education teachers receiving incentive pay which has since been frozen by the Board shall not have it diminished during the life of this Agreement.

Section 22:08 - Extended School Year – Compensation

Employees who are required to work before or after the regular school year shall be compensated therefore at a per diem rate for each full day. The per diem rate shall be based on the employee's annual salary as prescribed in the salary schedule for the regular school year, which is part of this Agreement, divided by the number of teacher workdays. This Section shall have no application to employees engaged in extracurricular activities either before, after or during the regular school year.

Section 22:09 - Experience Credit - Salary Scale

(a) Credit will be given for prior experience in Louisiana public and nonpublic schools and accredited, out-of-state public schools, provided:

- (1) The experience was full-time or half-time;
- (2) The position for which experience credit is sought required a valid Louisiana teaching/ancillary certificate; and
- (3) The employee was certified for the position for which experience credit is sought.

(b) Credit will be given for prior experience teaching in colleges or universities, provided the teaching experience for which credit is sought was full-time and not as a graduate assistant.

(c) Credit will be given for prior experience as a teacher or instructor in a vocational technical institute, provided:

- (1) The experience for which credit is sought was full-time, and
- (2) Was gained while the employee seeking credit was certified as a teacher for public elementary or secondary schools or vocational technical institutes.

(d) Credit will be given to ancillary personnel, provided:

- (1) The experience for which they seek credit was full-time and in the course of their employment with an organization or institution;
- (2) They held the ancillary certification at the time the work was performed; and
- (3) The work for which they seek experience credit was not in connection with a private practice.

(e) Credit will be given for prior military service in accordance with La. R.S. 17:423.

(f) Length of employment - all partial years of service shall be combined to determine allowable credit, i.e., two (2) one-half years of experience will only result in one (1) year of allowable credit.

(g) Employees earning advanced degrees at midyear shall be given credit on the salary schedule effective with the beginning of the second semester. All necessary advanced degree documentation must be received by the Department of Human Resources no later than February 15th.

APPENDIX B

SALARY SUPPLEMENTS

St. Tammany Parish School Board
Salary Schedule for Coaches

1. High School

a. Athletic Directors	15%	
b. <u>Sport</u>	<u>Head Coach</u>	<u>Assistant Coach</u>
Football	12%	8%
Basketball (B&G)	10%	8%
Track (B&G)	9%	7%
Baseball	9%	7%
Softball	9%	7%
Volleyball	9%	7%
Soccer (B&G)	7%	5%
Wrestling	7%	5%
9th Grade Football		7%
9th Grade Basketball		7%

Any person who coaches the following sports receives 5% :

Golf	Power Lifting
Tennis	Cheerleading
Swimming	Dance
Cross Country	

A trainer who is certified receives 2% per month and a non-certified trainer receives 1½% per month.

- c. The maximum percentage one person may receive is:
Athletic Directors 26%
Coaches & Trainers 22%
- d. There is no limit on the number of employees a school may assign to fill the allotted number of coaching positions.

2. Junior High School

a. Athletic Directors	3%	
b. <u>Sport</u>	<u>Head Coach</u>	<u>Assistant Coach</u>
Football	6%	4%
Basketball	6%	4%
Baseball	3%	0%
Softball	3%	0%

Any person who coaches the following sports receives 3% :

Volleyball	Dance
Soccer	Cheerleading
Track	

- c. One additional assistant coach, based on the number of student participants, may be requested at the discretion of the principal.
- d. The maximum percentage one junior high school coach may receive is 15%.

**PROVISIONS APPLICABLE TO
BUS OWNERS/OPERATORS AND BUS ATTENDANTS**

ARTICLE II – RECOGNITION

Section 2:01 - General Recognition

The St. Tammany Parish School Board (hereinafter known as the “Board”) recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the “Federation”) as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time, nonadministrative, nonsupervisory employees (hereinafter referred to as “Employees” or “Bargaining Unit members”). The phrase “full-time, nonadministrative, nonsupervisory employee” means the following: all school bus owners/operators and bus attendants, but specifically excluding substitutes, temporary replacements and private contractors. No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included. For purposes of this Agreement, a part-time employee is any employee whose work schedule is less than that of a full-time employee for that job classification as established by the Board.

ARTICLE IX - DISCIPLINE

Section 9:01 - No Discipline Except with Just Cause

No employee will be arbitrarily disciplined or disciplined on account of whim or caprice. As used herein, the term “discipline” includes notices of verbal warning or verbal reprimand reduced to writing, written warnings and written reprimands, suspensions and discharges or dismissals.

In the event a non-tenured bus owner/operator is dismissed or discharged, the just cause and due process provisions of this Article shall be governed and satisfied by observance of the provisions outlined in Section 9:02, followed by application of the provisions of applicable state law.

In the event a tenured employee is dismissed or discharged, the just cause and due process provisions of this Article shall be governed and satisfied by observance of the provisions outlined in Section 9:02, followed by application of the provisions of applicable state law.

In the event a bus attendant is dismissed or discharged, the just cause and due process provisions of this Article shall be governed and satisfied by observance of the provisions outlined in Section 9:02, following which the bus attendant may petition the Board for a hearing, which such hearing shall be granted if a majority of the Board votes to hold the hearing.

When disciplinary action is taken, written notice of the reason for the disciplinary action will be mailed to the employee’s last known home address or delivered by hand to the employee.

Section 9:02 - Just Cause Procedure

(a) Prior to taking disciplinary action against any employee, the employer shall convene a conference with the employee unless otherwise agreed by the employee and employer. Twenty-four hours of notification shall be given to the employee in order to secure representation. The employee shall appear with his Federation representative unless he expressly disclaims the representation of the Federation. If he disclaims the representation of the Federation, he shall so indicate on an official disclaimer form to be printed in quadruplicate and made available by the Board. One (1) copy of the disclaimer form shall be placed in the employee's personnel file, one (1) copy shall be given to the employee, one (1) copy shall be given to the Superintendent and one (1) copy shall be given to the Federation.

No more than two (2) representatives shall be present and speak on behalf of an employee at disciplinary conferences without the consent of the principal, supervisor or administrator conducting the

conference. By Federation representative is meant any individual, exclusive of legal counsel, allowed by the Federation to represent Federation members and Bargaining Unit employees.

(b) One purpose of this conference will be to fully explain to the employee the reasons why disciplinary action is being considered or why it may be warranted before any discipline is imposed.

(c) Another purpose of the conference is to give the employee the opportunity to present any information, evidence or mitigating circumstances which he believes should preclude or moderate any disciplinary action.

(d) The employee's building level file shall be available at this conference for review by the employee and by the employee's Federation representative if the conference is held on building grounds. If there is a dispute concerning what is or is not contained in the employee's official personnel file, meaning the file maintained by the Department of Human Resources, this file shall also be available for review before the conference is concluded. The official personnel file shall always be available for review if the disciplinary conference is held at the School Board office.

(e) If imperative or special circumstances make the convening of an informal disciplinary conference impossible or impractical within a reasonable period of time, it shall not be required to convene such a conference.

(f) After conclusion of a disciplinary conference, the administrator conducting the conference shall make his decision, in writing, with a copy to the employee involved. If the decision involves the suspension, dismissal, nonrenewal of an employee's Agreement or demotion in rank of a tenured employee, he shall make his recommendation in writing to the Superintendent with a copy to the employee. The Superintendent shall either affirm, modify or overrule this written recommendation.

(g) Bargaining Unit members who no longer are employed by the Board shall retain the right to grieve within the grievance time frame alleged violations of this Agreement which occurred during their employment or concurrent to their involuntary termination.

(h) Anonymous complaints shall not be used as the basis for an employee's reprimand, criticism or discipline.

Section 9:03 - Complaints Against Employee

(a) If an employee shall become the subject of a complaint:

- (1) Any discussion between the Administration and the employee regarding the allegation shall be conducted in a private setting;
- (2) Prior to any final action of a disciplinary nature being taken, a disciplinary conference shall be conducted between the administrator and the employee in accordance with the provisions of Article IX;
- (3) The Administration shall, at all times, proceed in a manner which assumes the innocence of the employee until such time as the allegation is supported by evidence to the contrary; and
- (4) At any disciplinary conference, the employee may be accompanied by a Federation representative.

(b) The Board shall defend and hold harmless any employee for actions fully within the course and proper scope of employment as is provided in La. R.S. 17.416.3 and 17.416.4.

(c) Complaints involving corporal punishment and/or moral offenses concerning students which become the subject of any disciplinary conference shall be reduced to writing with sufficient specificity to fully apprise the employee of the nature and substance of the allegations along with the identity of the person(s) making the allegations. A period of at least 72 hours will be allowed by the principal or administrator who called the disciplinary conference for the employee to prepare a response to the allegations. No decision regarding discipline will be made prior to expiration of the 72-hour period or prior to receipt of the employee's response, whichever occurs first.

(d) If the accusation(s) is (are) determined to be unfounded, all documents relating thereto shall be expunged from the files of the Board.

Section 9:04 - Public Reprimand Prohibited

The Board agrees that it is inappropriate to reprimand employees in the presence of other employees, students, parents or others. No employee shall be reprimanded in front of any parent, teacher, pupil or other person except within the context of a grievance or disciplinary hearing or disciplinary conference. It

is also understood by the parties that the provisions of this Article will not apply to any "reprimand" delivered in public during the course of a public confrontation or disturbance created by an employee, when the employee has refused a directive to retreat for a private discussion.

Section 9:05 - Sexual Harassment

A sexual harassment complaint by an employee against another employee or against a supervisor shall be processed and resolved in accordance with the Board's policy on sexual harassment. In situations where the Superintendent determines that an employee has committed a serious violation of the sexual harassment policy, the parties agree that the Superintendent may transfer said employee involuntarily and that the involuntary transfer provisions of this Agreement may be superseded. However, the Board's sexual harassment policy shall not supersede the discipline or grievance and arbitration provisions of this Agreement which may be invoked by any employee disciplined or involuntarily transferred.

ARTICLE XI – EMPLOYEE EVALUATION

Section 11:01 - In General

- (a) Nontenured bus owners/operators will be evaluated at least once per year.
 - (b) Tenured bus owners/operators will be evaluated at least once every three (3) years.
 - (c) Bus attendants will be evaluated annually. Evaluations will be made by the Director of Transportation, by his designee, or, in some cases at the request of the principal, by the principal himself.
- No member of the Bargaining Unit will evaluate another Bargaining Unit member.

Section 11:02 - Evaluation Forms

Evaluation forms will be prepared in triplicate: one (1) for the employee, one (1) for the Director of Transportation, and one (1) to the Department of Human Resources.

Section 11:03 - Discussion of Evaluation

Within five (5) working days of the official written evaluation of any employee, the evaluator shall provide a copy of the evaluation and meet with the employee to discuss the evaluation and to render constructive assistance.

Section 11:04 - Procedure to Rebut Evaluation

The parties subscribe to the principle that evaluation is not discipline. Nonetheless, employees shall be given the right to rebut or contest any evaluation deemed unfavorable through the grievance procedure established in the Agreement but the same shall not be arbitral.

ARTICLE XIII – VACANCIES AND TRANSFERS

Section 13:01 - Voluntary Transfers

- (a) Route vacancies shall be filled pursuant to La. R.S. 17:493.1
- (b) Any member of the Bargaining Unit shall have the right to request a voluntary transfer from one bus route to another.
- (c) All known vacant routes and new routes shall be posted on the Federation bulletin board located in each school. Consolidated, reduced or extended routes shall not be considered new routes. A copy of the posting shall also be sent to the Federation office.
- (d) The posting shall indicate that all tenured bus owners/operators or bus attendants who have any interest whatsoever in transferring from their existing route to the newly created route or to the

route then-known to be vacant or to any route that may become vacant as a result of owners/operators or bus attendants transferring must file an application containing such information as may be required by the Director of Transportation by the deadline established for applying. Vacancy postings shall provide a minimum of seven (7) workdays prior to the deadline for application. Any owner/operator or bus attendant not applying within this established deadline will not be considered for transfer to the newly created or vacant route, or to any route(s) that may become vacant in the transfer process. Application forms will be made available at each worksite. Posting of new and vacant positions shall include approximate mileage.

(e) In filling bus owner/operator vacancies, transfer requests shall be granted to the tenured bus owner/operator applying for the vacancy who has the greatest system-wide seniority. If no tenured owner/operator applies for the vacancy, the vacancy shall be awarded to a nontenured owner/operator, irrespective of seniority, considering the following criteria:

- (1) Any special qualifications or licenses which the route requires;
- (2) Special responsibilities required by the position; and/or
- (3) Special needs of the route or of the students routinely transported on that route.

If no non-tenured driver applies for the vacancy then the Director of Transportation shall refer to the approved substitute list.

(f) In filling bus attendant vacancies, transfer requests shall be granted to the applicant(s) possessing the greatest system-wide seniority, except as follows:

- (1) When the applicant does not meet or cannot fulfill the requirements or guidelines of federal, state or local programs;
- (2) When a bus attendant is not willing to accept special responsibilities required for the position as specified at the interview;
- (3) When a bus attendant is not willing to take the necessary training to qualify for the vacancy;
- (4) When the applicant is not deemed best able to meet the needs of the route or of the students routinely transported on that route. If an applicant is rejected on this basis, written reasons will be provided on request setting forth the basis for the selection which was made.
- (5) When the Director of Transportation deems it appropriate, based on the criteria numbered (1) through (4) above, to review the qualifications of new applicants prior to making his decision, in which case all applicants will be considered for the position before it is filled.

(g) Any employee's transfer request may be withdrawn in writing any time prior to the applicant's acceptance of the position.

(h) The Board shall implement all voluntary transfers for which vacancies exist before implementing involuntary transfers. This does not preclude the Board from acting upon subsequent voluntary transfer requests as vacancies become available.

(i) A Transportation Transfer Fair will be held every year beginning in April and ending June 30th. Routes available for the upcoming school year will be posted in April via a Vacancy List. The Vacancy List along with a timeline to apply for each round of the Transfer Fair will be posted on the St. Tammany Parish School Board website.

Eligible employees interested in transferring will submit a Transfer Request form to the Human Resources Department by the deadline established for each round of the Transfer Fair. Late forms will not be accepted.

Routes will be awarded according to the current Louisiana Revised Statute. The transfer process will continue until all routes are filled or until June 30th. All routes accepted by June 30th are binding for the upcoming school year.

Vacancies created as a result of the last round of transfers or due to the resignation or retirement of an employee after June 30th will be considered temporary. These vacancies will be filled with temporary employees designated by the Director of Transportation.

Section 13:02 - Involuntary Transfers

(This Section only applies to bus attendants, not to bus owners/operators).

- (a) Involuntary transfers shall be made, as required:
- (1) When new buildings open;
 - (2) When a facility is closed;
 - (3) When there is a decline in student enrollment;
 - (4) To staff new schools or programs;
 - (5) To adjust for loss of classes or programs; or
 - (6) To avoid reductions in force.

(b) Before involuntarily transferring any employee, voluntary transfer to a vacant route will be offered to those whose transfer would make the involuntary transfer unnecessary. Anyone requesting a voluntary transfer may withdraw this request at any time prior to agreeing to accept a position. Those employees willing to transfer in order to avoid their own involuntary transfers or to avoid the involuntary transfer of another employee will have priority for unfilled vacancies over any other applicants.

(c) It is recognized that there might be more than one (1) employee willing to transfer; and, in such case, the vacant position will be awarded to the employee qualified for the position with the greatest system-wide seniority. If two (2) or more qualified employees desire the vacant position and have equal system-wide seniority, the position will be awarded by lot.

(d) If involuntary transfer cannot be avoided by following the voluntary transfer provisions of this Section, employees will be chosen for involuntary transfer to positions for which they are qualified using the following criteria:

- (1) The employee(s) with the least route seniority;
- (2) Where route seniority is equal, the employee(s) with the least system-wide seniority;
- (3) Where route and system-wide seniority is equal, selection for involuntary transfer will be made by lot.

(e) Employees who are involuntarily transferred shall have the right to return to the route from which they were transferred in order of system-wide seniority, provided a permanent vacancy for which they are qualified occurs at their former route prior to the first pupil attendance day of the school year following the school year in which their transfers took place and will be restored to all previous route seniority accrued on that route. An employee interested in returning to his former route shall notify the Human Resources Department in writing.

(f) Any employee who is involuntarily transferred shall not again be involuntarily transferred for a period of two (2) school years.

(g) An employee may also be transferred involuntarily at the direction of the Superintendent when the Superintendent determines that special or exigent circumstances, or conflicts between employees, make it necessary to transfer one or more employees in the interest of security and safety. Any employee involuntarily transferred under this provision may grieve the transfer under the grievance and arbitration provisions of this Agreement. Before an involuntary transfer occurs under this provision, the provision of the just cause procedure, Article IX, shall be observed.

ARTICLE XIV - REDUCTION IN FORCE

Section 14:01 - In General

When conditions necessitate or require a reduction in force, such as the elimination, curtailment or reorganization of a curriculum, co-curriculum and/or extra-curriculum offering, program or school operation; the reorganization or consolidation of one or more schools or programs; the reduction in available funds for any program that results from a decline in enrollment; or the withdrawal or reduction in resources from federal, state or other sources, the Superintendent shall consider all viable alternatives to the layoff or termination of employees including projected attrition, retirement, expiration of temporary assignments, voluntary leaves of absence, reassignment, reclassification,

reduction in work schedule and displacement and any recommendation made by the Federation. The Superintendent shall also bargain with the Federation over the potential impact of any reduction in force as allowed by law and consistent with the collective bargaining agreement between the Board and the Federation.

Section 14:02 – Board Notification of Reduction in Force

Prior to instituting any reduction in force, the Superintendent shall present his or her plan for the reduction in force at an official Board meeting.

Section 14:03 - Procedure for Implementation

In order to accomplish the reduction in force, the least effective employee within each layoff targeted subject area or area of certification shall be laid off first. The Superintendent shall proceed with the layoff of as many employees as necessary to accomplish the reduction by proceeding based on effectiveness rating until the number of employees to be laid off has been reached. In determining effectiveness, the Superintendent shall rely on the evaluation an employee receives as determined by its performance and evaluation policy.

In cases where two or more employees share the same effectiveness rating and less than all need be laid off to reach the number of layoffs required, the least senior employees shall be laid off first. When employees have equal seniority, selection for layoff shall be by lot.

Section 14: 04 - Notification of Layoff

No employee shall be laid off without first having been given at least 45 days' notice of layoff prior to its effective date. Notice shall be sent by certified mail, return receipt requested, to the employee's address, as it appears on School System records. It shall be the responsibility of each employee to see that his current address is on file. Notification sent to the address of an employee on file as specified herein shall be deemed adequate notification of layoff.

An employee notified of layoff may request a review of the decision by placing the request in writing and sending it to the Superintendent. The Superintendent shall consider the request and provide the employee with the results of the review. If the employee is dissatisfied with the results of the review, the employee may pursue the matter by filing a grievance.

Section 14:05 - Re-employment Rights

Employees receiving notification of layoff shall be eligible for recall or re-employment for three (3) years after being placed on layoff. No new positions will be filled until all qualified personnel on layoff have been recalled provided those on layoff are qualified for the positions needed. Recalls will be made by recalling the most senior person on layoff who is qualified for the existing vacancy.

Section 14: 06 - Recall Notices

The notice of recall shall be made by certified U. S. mail, return receipt requested, properly addressed to the last address given to the School System by the employee being recalled. If the employee being recalled fails to accept the position being offered, in writing, within 15 calendar days, if offered during the school year, or 30 calendar days, if offered during the summer recess, it will be considered that the employee has refused the recall offer thereby eliminating all re-employment rights of the employee.

Section 14:07 - Recall - Restoration of Seniority and Leave

An employee who is laid off and re-employed shall be reinstated with maximum credit for the time already served. An employee who is recalled after being laid off shall have restored to him all of the unused leave he had accrued on the effective date of the layoff.

Section 14:08 - Recall List

A recall list shall be provided to the Federation and shall be amended semiannually thereafter.

Section 14:09 - Maintenance of Group Health and Life Benefits

An employee on layoff remaining on the recall list will be permitted to maintain in full force any Group Health and Life Insurance benefits for which he is eligible under this Agreement and which the law will permit him to continue in effect provided that he makes satisfactory arrangements with the Department of Human Resources to pay the full cost or the full premium for such benefits in advance of its becoming due. "Full cost" or "full premium" means the entire amount needed to fund the employee benefit in question irrespective of whether part would ordinarily be paid by the employee and part paid by the Board.

Section 14:10 - Substitute Employment Preference

Employees on the recall list shall be entitled to preference for employment as day-by-day substitutes if requested in writing. Each school shall be given a list of employees awaiting recall who desire such employment.

ARTICLE XVII - WORKING CONDITIONS

Section 17:03 – Facilities

- (a) Separate restrooms for adults and students shall be maintained at each school's site.
- (b) A telephone will be made available for necessary calls during duty time in some appropriate area of the school.
- (c) Employees shall have access to employee lounges at their worksites.
- (d) When parking facilities are available for teachers in an existing school location, such facilities shall also be available to bus owners/operators and attendants for their personal automobiles.
- (e) An effort will be made to convey emergency telephone messages to bus owners/operators and bus attendants at their base schools.

Section 17:08 - Responsibility/Damage to School Property

An employee shall not be monetarily responsible for damage caused as a result of his lack of knowledge in performing his assigned duties provided such damage is not the result of a willful or intentional act.

Section 17:09 – Workday

The normal workday for employees shall consist of the time required to perform the duties they are assigned in connection with their routes inclusive of transportation, maintenance of vehicles, safety training, inservice and administrative tasks. The starting and ending times for driving any assigned route shall be determined by the starting and dismissal times of the schools served by that route.

Whenever the state or federal government funds special compensation for owners/operators or attendants who participate in special safety training or programs, the Board will pass on such compensation to the employees who attend.

Section 17:10 - Work Year

The regular work year for bus owners/operators and bus attendants shall consist of whatever number of student attendance days are required by the State, the two (2) professional development

days at the conclusion of the first and third grading periods when no students are in attendance, and any emergency days added by the Board which become utilized as student attendance days.

Section 17:11 - Student Discipline

Each student riding a school bus or other school provided transportation shall observe and be disciplined in accordance with the *Handbook on Attendance, Discipline & School Records*. All such disciplinary rules and safety regulations contained therein relating to "Conduct on the School Bus" will be posted in each bus. Upon appointment by the Federation, bus owners/operators and attendants shall participate on the Committee relating to student discipline established in Section 18:03 of the Agreement for certificated personnel.

Section 17:12 – Orientation

New employees shall be apprised of personnel policies upon their hire. Newly hired bus attendants shall be given on the job training in the field by the owner/operator with whom they are assigned to work. Time spent by the owner/operator conducting such training and by the attendant will be considered part of the regular workday.

Instructions and work assignments given to employees regarding their duties will be given during the regular workday.

Section 17:14 - Health and Safety

(a) Information RE: Students: Each owner/operator and attendant will be furnished the name of any student assigned to his bus who, in the opinion of the Board, has a serious physical or mental medical problem which may require special or emergency attention. Any special procedures known to the Board which may assist in an emergency situation involving such student will also be communicated.

(b) Unsafe Road Conditions: When an owner/operator reports unsafe conditions on a route, a supervisor shall make an on-site inspection of the route to determine whether the condition should be reported to the City or Parish, whether the bus should be re-routed or whether other action should be taken.

(c) Students with Special Needs: The principal will designate appropriate personnel to meet and assist those special education students requiring special assistance. When students who are confined to wheelchairs are being loaded onto the bus at the end of the school day, the school-based employees responsible for delivery of the student to the bus stop will aid the bus attendant and owner/operator in securing the student on the lift.

(d) Impassable Streets/Standing Water: In after school routes, when streets are impassable because of standing water or it is too deep for students to walk through because of unseen dangers, it is advised that the bus owner/operator return the students to their schools and assure that they are under supervision prior to leaving them. When such conditions exist on morning routes, owners/operators shall bring any students already in their custody to school and report their inability to pick up others both to the school waiting to receive them and to the Transportation Office.

(e) Special Education/Special Equipment: In the case of special education students, a bus owner/operator and attendant will not be required to take a student from his home whenever the owner/operator and attendant agree that the student's equipment is unsafe, inoperable or incompatible with bus configuration for safe transportation. Whenever a decision is made not to transport a student, it will be reported to the Transportation Department. If an owner/operator or attendant picking up a student from school determines that he can not be safely transported, the owner/operator or attendant will inform the principal who, in turn, will consult with special education, if necessary, and decide whether the student is to be transported.

(f) A member of the Bargaining Unit shall not be required to disarm any student when the situation jeopardizes his health or safety or that of his students.

(g) As part of school bus safety instruction scheduled and coordinated with principals, time will be provided for owners/operators to instruct students in the correct way to board and disembark the bus as well as to review the rules and regulations.

(h) School bus attendants and special needs school bus owners/operators shall be trained in safety techniques for tying down wheelchairs.

Section 17:15 - Reporting Absences and Substitutes

In the event a school bus owner/operator or non-owner/operator or attendant is unable to perform his assigned duties for reasons of illness or for any other reason approved by the Board, the bus operator or attendant will report his pending absence to the Department of Transportation office and whether or not he or she has been able to procure a substitute. The Transportation Department may use an automated management system to record absences and substitute appointments. If used, all bus operators will be required to report absences through the automated system. If a bus operator reports an inability to obtain a substitute, the substitute will be procured by the Transportation Department from an approved list. Any bus operator may nominate a qualified, certified driver for inclusion on the list.

Section 17:16 – Tenure

(a) Operators - Bus Operators will acquire tenure in accordance with the provisions of State law.

(b) Bus Attendants - Bus Attendants will serve a 90 calendar day probationary period.

(c) Assistance - During the probationary period, the employee's immediate supervisor(s) will inform the employee of all of the requirements of his job position and will help the probationary employee to successfully complete his probationary period.

Section 17:17 - Special Education Students/Absent Parent or Guardian

In the event that no person of suitable age and discretion ("responsible person") is at home to meet a special education student who may not be left unattended, the bus owner/operator will notify the Transportation Department and provide the phone number for the secondary address noted on the bus card. The Transportation Department will then telephone the secondary address and radio the owner/operator to let him know if a "responsible person" is present at that address to receive the student prior to his traveling to that address. If a "responsible person" is present at that address, the owner/operator will bring the student to that address. If no one is present at either the primary or secondary address, the Transportation Department will notify the school of the situation. If the Transportation Department and/or the school administration are unable to locate the parents, the Transportation Department will inform Student Protective Services and/or law enforcement officials, and the owner/operator, on instruction of the Transportation Department, will bring the student to the place designated. The Transportation Department and school officials shall take necessary steps to assist the owner/operator, as may be appropriate, in delivering the student into responsible custody. The owner/operator shall remain responsible for the welfare of the student until the student is delivered to his parents or to other custody. Parents will be notified of this procedure.

Section 17:18 - Bus Owners/Operators and Attendants/Meeting Place

Bus owners/operators and attendants shall make every effort to agree on the place where they will meet to begin the route and on the place to which the attendant will be returned by the owner/operator at the completion of the route. Absent their agreement, the Director of Transportation will determine their place of meeting and the attendant will be returned by the owner/operator to the place of meeting.

Section 17:19 - New Driver Training

Only experienced owners/operators who volunteer will be assigned the responsibility of training new drivers. Owners/operators and trainees may agree to team up for the training required by the Louisiana Department of Transportation (LDOT), but the Director of Transportation reserves the right to reject any such arrangement.

The Board will be responsible for the repair of collision damages caused to an owner's/operator's bus by the trainee's fault in all cases where the Board has assigned the owner/operator to conduct this training, provided the owner/operator has followed LDOT guidelines and regulations in conducting such training.

Section 17:20 - Summer School

Applications to drive Summer School Special Education routes and to serve as bus attendants shall be on an appropriate form and submitted to the Director of Transportation by May 1st of each year.

Applications to drive routes for Summer School/Programs shall be on an appropriate form provided by the Transportation Department and submitted to the Director of Transportation by May 1st of each year.

The following process shall govern the selection of employees from among those who have applied:

- (1) First choice to drive the routes serviced by School Board owned buses shall be given to those who drive those buses during the regular school year. Bus attendants who ride on those buses shall be given first choice.
- (2) With respect to routes and attendant positions not filled under (a) above and with respect to all other summer routes not serviced by School Board owned buses, a rotational system shall be utilized limiting employees to three (3) consecutive years in the summer school programs.
- (3) Placement on routes and bus attendant positions not filled under Section 17:20.1 above and for all other summer routes and bus attendant positions not serviced by School Board owned buses shall be as follows with no one (1) criteria having more weight than any other: tenure, seniority, experience with special education students, experience with the St. Tammany Parish School System and evaluations.
- (4) Employees will be notified of their selection and route assignment as soon as practical after summer school enrollment is completed and routes are determined.
- (5) Owners/operators and bus attendants shall be paid their regular daily rate of pay and shall start and end their routes in accordance with present practice.

Section 17:23 - Additional Safety Inspections

If the Board requires an additional safety inspection beyond state or federal requirements, the Board shall pay the cost of such inspection.

Section 17:24 - Employee Training

Employees shall be trained to perform duties which are new to them. Training shall take place during regular working hours. If not, employees will be compensated for training time spent outside of regular working hours.

Section 17:29 - Inservice Training

Employees assigned additional responsibilities shall be provided training in their new duties. The training shall be held during the workday.

Section 17:30 - Participation in State Instructional Program

Pursuant to La. R.S. 17:497.2, any school bus driver who participates in the school bus drivers' instructional program provided through the State Department of Education shall receive a remuneration the sum of \$6.00 (six dollars) for each hour of instruction in such program, not to exceed \$48.00 (forty-eight dollars) per school year.

ARTICLE XVIII – COMPENSATED LEAVE TIME

Section 18:03 - Absences Due to Accident or Injury on Duty

(a) Employees shall receive, in accordance with law, those benefits to which they are entitled in accordance with Louisiana Revised Statute 17:500.1, as amended from time to time while employed for the Board

(b) Employees injured on duty shall report the injury immediately to the principal or appropriate administrator who shall promptly provide the injured employee with all appropriate forms and information.

ARTICLE XIX - LEAVE WITHOUT PAY

Section 19:03 - Temporary Disability Leave

A temporary disability shall be considered hereunder as any disabling medical condition which precludes an employee from performing the duties of his job position for a temporary period of time.

An employee who is or expects to be temporarily disabled must notify the Department of Human Resources and his school principal or supervisor in writing. Notice must be given at the earliest possible date after an employee becomes aware of the disability.

An employee anticipating a temporary disability, but not yet on leave, shall be permitted to continue employment provided the employee's physician certifies that the employee is physically capable of performing his regular employment duties. The employee must also submit a physician's certificate indicating the date the disability has commenced and certifying that the employee will be temporarily unable to work.

An employee temporarily disabled must submit written verification to the School Board every six (6) weeks of the continued existence of the temporary disability. Verification shall include certification from the employee's attending physician that the employee is temporarily unable to return to work along with a current diagnosis, treatment plan, and a projected return-to-work date. Failure to provide this information may result in denial of leave or extension of leave without pay. Any question regarding whether the claimed disability is bona fide will be resolved by a Board appointed physician who shall examine the employee and render a report on his findings.

Employees shall apply unused sick leave and may use vacation time, if needed, toward any temporary disability, commencing with the first day of absence from work until such time that accumulated sick leave days and any used earned vacation days are exhausted. Employees whose temporary disabilities are longer in duration than six (6) consecutive working days and who exhaust all of their accumulated sick leave days and any of their unused earned vacation days, and whose continuing disability is not being compensated under Section 19:04 of this Agreement shall be granted a temporary disabilities leave without pay for the duration of their temporary disability, but not to exceed one (1) year.

This Section does not apply in any respect to employees who are permanently disabled. Additionally, if an employee's disability becomes permanent in nature, even though the employee's disability commenced as a temporary one, this Section will no longer apply to that employee.

Employees are to return to official duties at the termination of their temporary disabilities and to submit a physician's statement certifying satisfactory physical condition upon returning to duty.

At the conclusion of an employee's disability leave, the employee will be returned to the same position at the same school site as soon as is practicable.

ARTICLE XX - SALARY, SUPPLEMENTS AND REIMBURSEMENTS

Section 20:03 - Operational Expenses

Bus owner/operators who own their own buses will be compensated in accordance with State guidelines for use of their buses while running their daily routes. They will also receive the local mileage supplement derived by the formula presently being utilized to determine the per mile amount. It is understood by the parties that the present fuel adjustment formula will be applied on or about the 15th day of each month and implemented during the following month. Each bus owner/operator shall receive an additional local operational monthly stipend of \$100 per month or \$1,200 per year for an additional local operational allowance.

Section 20:05 - Step Increases

The salary schedules for Bus Owners/Operators and Bus Attendants will be adjusted, where required, to provide for a difference of at least \$150 between steps. Those step increases presently greater than \$150 will not be adjusted.

Section 20:06 - Experience Credit - Salary Scale

(a) Credit will be given for prior experience as a bus owner/operator or bus attendant in Louisiana public and non-public schools and accredited, out-of-state public schools.

(b) All partial years of service shall be combined to determine allowable credit, i.e., two one-half years of experience will only result in one year of allowable credit.

PROVISIONS APPLICABLE TO CUSTODIAL EMPLOYEES

ARTICLE II – RECOGNITION

Section 2:01 – General Recognition

The St. Tammany Parish School Board (hereinafter known as the “Board”) recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the “Federation”) as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time or part-time, nonadministrative, nonsupervisory employees (hereinafter referred to as “Employees” or “Bargaining Unit members”). The phrase “full-time or part-time, nonadministrative, nonsupervisory employee” means the following: all full-time or part-time custodians but specifically excluding substitutes, temporary replacements and private contractors. No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included. For purposes of this Agreement, a part-time employee is any employee whose work schedule is less than that of a full-time employee for that job classification as established by the Board.

ARTICLE IX - DISCIPLINE

Section 9:01 - No Discipline Except with Just Cause

No employee will be arbitrarily disciplined or disciplined on account of whim or caprice. As used herein, the term "discipline" includes notices of verbal warning or verbal reprimand reduced to writing, written warnings and written reprimands, suspensions and discharges or dismissals.

In the event a non-tenured employee is dismissed, discharged, removed or suffers nonrenewal of his contract, the just cause and due process provisions of this Article shall be governed and satisfied by observance of the provisions outlined in Section 9:02, following which the employee may petition the Board for a hearing, which such hearing shall be granted if a majority of the Board votes to hold the hearing.

When disciplinary action is taken, written notice of the reason for the disciplinary action will be mailed to the employee's last known home address or delivered by hand to the employee.

Section 9:02 - Just Cause Procedure

(a) Prior to taking disciplinary action against any employee, the employer shall convene a conference with the employee unless otherwise agreed by the employee and employer. Twenty-four hours of notification shall be given to the employee in order to secure representation. The employee shall appear with his Federation representative unless he expressly disclaims the representation of the Federation. If he disclaims the representation of the Federation, he shall so indicate on an official disclaimer form to be printed in quadruplicate and made available by the Board. One (1) copy of the disclaimer form shall be placed in the employee's personnel file, one (1) copy shall be given to the employee, one (1) copy shall be given to the Superintendent and one (1) copy shall be given to the Federation.

No more than two (2) representatives shall be present and speak on behalf of an employee at disciplinary conferences without the consent of the principal, supervisor or administrator conducting the conference. By Federation representative is meant any individual, exclusive of legal counsel, allowed by the Federation to represent Federation members and Bargaining Unit employees.

(b) One purpose of this conference will be to fully explain to the employee the reasons why disciplinary action is being considered or why it may be warranted before any discipline is imposed.

(c) Another purpose of the conference is to give the employee the opportunity to present any information, evidence or mitigating circumstances which he believes should preclude or moderate any disciplinary action.

(d) The employee's building level file shall be available at this conference for review by the employee and by the employee's Federation representative if the conference is held on building grounds. If there is a dispute concerning what is or is not contained in the employee's official personnel file, meaning the file maintained by the Department of Human Resources, this file shall also be available for review before the conference is concluded. The official personnel file shall always be available for review if the disciplinary conference is held at the School Board office.

(e) If imperative or special circumstances make the convening of an informal disciplinary conference impossible or impractical within a reasonable period of time, it shall not be required to convene such a conference.

(f) After conclusion of a disciplinary conference, the administrator conducting the conference shall make his decision, in writing, with a copy to the employee involved. If the decision involves the suspension, dismissal, nonrenewal of an employee's Agreement or demotion in rank of a tenured employee, he shall make his recommendation in writing to the Superintendent with a copy to the employee. The Superintendent shall either affirm, modify or overrule this written recommendation.

(g) Bargaining Unit members who no longer are employed by the Board shall retain the right to grieve within the grievance time frame alleged violations of this Agreement which occurred during their employment or concurrent to their involuntary termination.

(h) Anonymous complaints shall not be used as the basis for an employee's reprimand, criticism or discipline.

Section 9:03 - Complaints Against Employee

(a) If an employee shall become the subject of a complaint:

- (1) Any discussion between the Administration and the employee regarding the allegation shall be conducted in a private setting;
- (2) Prior to any final action of a disciplinary nature being taken, a disciplinary conference shall be conducted between the administrator and the employee in accordance with the provisions of Article IX;
- (3) The Administration shall, at all times, proceed in a manner which assumes the innocence of the employee until such time as the allegation is supported by evidence to the contrary; and
- (4) At any disciplinary conference, the employee may be accompanied by a Federation representative.

(b) The Board shall defend and hold harmless any employee for actions fully within the course and proper scope of employment as is provided in La. R.S. 17.416.3 and 17.416.4.

(c) Complaints involving corporal punishment and/or moral offenses concerning students which become the subject of any disciplinary conference shall be reduced to writing with sufficient specificity to fully apprise the employee of the nature and substance of the allegations along with the identity of the person(s) making the allegations. A period of at least 72 hours will be allowed by the principal or administrator who called the disciplinary conference for the employee to prepare a response to the allegations. No decision regarding discipline will be made prior to expiration of the 72-hour period or prior to receipt of the employee's response, whichever occurs first.

(d) If the accusation(s) is (are) determined to be unfounded, all documents relating thereto shall be expunged from the files of the Board.

Section 9:04 - Public Reprimand Prohibited

The Board agrees that it is inappropriate to reprimand employees in the presence of other employees, students, parents or others. No employee shall be reprimanded in front of any parent, teacher, pupil or other person except within the context of a grievance or disciplinary hearing or disciplinary conference. It is also understood by the parties that the provisions of this Article will not apply to any "reprimand" delivered in public during the course of a public confrontation or disturbance created by an employee, when the employee has refused a directive to retreat for a private discussion.

Section 9:05 - Sexual Harassment

A sexual harassment complaint by an employee against another employee or against a supervisor shall be processed and resolved in accordance with the Board's policy on sexual harassment. In situations where the Superintendent determines that an employee has committed a serious violation of the sexual harassment policy, the parties agree that the Superintendent may transfer said employee involuntarily and that the involuntary transfer provisions of this Agreement may be superseded. However, the Board's sexual harassment policy shall not supersede the discipline or grievance and arbitration provisions of this Agreement which may be invoked by any employee disciplined or involuntarily transferred.

ARTICLE XI – EMPLOYEE EVALUATION

Section 11:01 – In General

Employees will be evaluated by the principal or administrator in charge of the building to which they are assigned.

Section 11:02 – Evaluation Forms

Evaluation forms will be prepared in quadruplicate: one (1) for the employee, one (1) for the principal or supervisor in charge of the building to which he is assigned, one (1) for the Supervisor of Custodial Services, and one (1) for the Superintendent of Schools.

Section 11:03 – Discussion of Evaluation

Within five (5) working days of the official written evaluation of any employee, the evaluator shall provide a copy of the evaluation and meet with the employee to discuss the evaluation and to render constructive assistance.

Section 11:04 – Procedure to Rebut Evaluation

The parties subscribe to the principle that evaluation is not discipline. Nonetheless, employees shall be given the right to rebut or contest any evaluation deemed unfavorable through the grievance procedure established in the Agreement but the same shall not be arbitral.

ARTICLE XIII - VACANCIES AND TRANSFERS

Section 13:01 – Voluntary Transfers

(a) A voluntary transfer is the voluntary movement of an employee from one worksite or school to another worksite or school. Any member of the Bargaining Unit shall have the right to request a voluntary transfer.

(b) All known vacancies and new positions shall be posted on the Federation bulletin board located in each school. A copy of the posting shall also be sent by mail to the Federation office.

(c) Any employee desiring to transfer from his position to one of the vacant positions must file an application containing such information as may be required by the Department of Human Resources by the deadline established for applying. Vacancy postings shall provide a minimum of seven (7) workdays prior to the deadline for application. Application forms will be made available in each school building.

(d) Transfer requests shall be granted in filling vacancies to the applicant(s) possessing the greatest number of years of service in the St. Tammany Parish School System except as follows:

- (1) When the applicant does not have the needed experience for the position;
 - (2) When the position requires special qualifications;
 - (3) Where the position requires special training;
 - (4) If the applicant is not willing or able to assume special responsibilities required by the position, as specified at the interview;
 - (5) When the applicant is not the individual deemed best able to meet the needs of the school or building site; and/or
 - (6) When the principal or building supervisor deems it appropriate, based on the criteria number (4) and (5) above, to review the qualifications of new applicants prior to making his decision, in which case all applicants will be considered for the position before it is filled.
- (e) The principal or building supervisor will then make a recommendation to the Supervisor of Human Resources.
- (f) The principal or building supervisor shall provide written reasons, on request of any unsuccessful applicant, through the Department of Human Resources, explaining the basis for the selection he made.
- (g) A transfer request may be withdrawn in writing any time prior to the applicant's acceptance of the position.
- (h) The Board shall implement all voluntary transfers for which vacancies exist before implementing involuntary transfers. This does not preclude the Board from acting upon subsequent voluntary transfer requests as vacancies become available.

Section 13:02 – Involuntary Transfers

(a) An involuntary transfer is the involuntary movement of an employee from one school or worksite to another school or worksite. Involuntary transfers may occur for any of the following reasons:

- (1) When new buildings open;
- (2) When a facility is closed;
- (3) When there is a decline in student enrollment;
- (4) To staff new schools or programs;
- (5) To adjust for loss of classes or programs; or
- (6) To avoid reductions in force.

(b) Before involuntarily transferring any employee, voluntary transfer to a vacant position at another school or worksite will be offered to those whose transfer would make the involuntary transfer unnecessary. Anyone requesting a voluntary transfer may withdraw this request at any time prior to agreeing to accept a position. Those employees willing to transfer in order to avoid their own involuntary transfers or to avoid the involuntary transfer of another employee will have priority for unfilled vacancies over any other applicants.

(c) It is recognized that there might be more than one (1) employee willing to transfer; and, in such case, the vacant position will be awarded to the employee qualified for the position with the greatest system-wide seniority. If two (2) or more employees desire the vacant position and have equal qualified and system-wide seniority, the position will be awarded by lot.

(d) If involuntary transfer cannot be avoided by following the voluntary transfer provisions of this Section, employees will be chosen for involuntary transfer to positions for which they are qualified using the following criteria:

- (1) The employee(s) with the least building or worksite level seniority;
- (2) Where building level or worksite level seniority is equal, the employee(s) with the least system-wide seniority will be involuntarily transferred; and
- (3) Where building or worksite level seniority and system-wide seniority are equal, selection for involuntary transfer will be made by lot.

(e) Employees who are involuntarily transferred shall have the right to return to the school or worksite from which they were transferred in order of system-wide seniority, provided a permanent vacancy for which they are qualified occurs at their former school or worksite and will be restored of all previous building level seniority accrued at that school or worksite. An employee interested in returning to his former school or worksite shall notify the Department of Human Resources.

(f) Where the entire student body of a school building or an entire grade, department or classification is moved en masse to another school building or split between schools, the employees affected shall be transferred to the new location or locations.

(g) Any employee who involuntarily transferred shall not again be involuntarily transferred for a period of two (2) school years.

(h) An employee may also be transferred involuntarily at the direction of the Superintendent when the Superintendent determines that special or exigent circumstances, or conflicts between employees, make it necessary to transfer one or more employees in the interest of security and safety. Any employee involuntarily transferred under this provision may grieve the transfer under the grievance and arbitration provisions of this Agreement. Before an involuntary transfer occurs under this provision, the provision of the just cause procedure, Article IX, shall be observed.

ARTICLE XIV - REDUCTION IN FORCE

Section 14:01 - In General

When conditions necessitate or require a reduction in force, such as the elimination, curtailment or reorganization of a curriculum, co-curriculum and/or extra-curriculum offering, program or school operation; the reorganization or consolidation of one or more schools or programs; the reduction in available funds for any program that results from a decline in enrollment; or the withdrawal or reduction in resources from federal, state or other sources, the Superintendent shall consider all viable alternatives to the layoff or termination of employees including projected attrition, retirement, expiration of temporary assignments, voluntary leaves of absence, reassignment, reclassification, reduction in work schedule and displacement and any recommendation made by the Federation. The Superintendent shall also bargain with the Federation over the potential impact of any reduction in force as allowed by law and consistent with the collective bargaining agreement between the Board and the Federation.

Section 14:02 – Board Notification of Reduction in Force

Prior to instituting any reduction in force, the Superintendent shall present his or her plan for the reduction in force at an official Board meeting.

Section 14:03 - Procedure for Implementation

In order to accomplish the reduction in force, the least effective employee within each layoff targeted subject area or area of certification shall be laid off first. The Superintendent shall proceed with the layoff of as many employees as necessary to accomplish the reduction by proceeding based on effectiveness rating until the number of employees to be laid off has been reached. In determining effectiveness, the Superintendent shall rely on the evaluation an employee receives as determined by its performance and evaluation policy.

In cases where two or more employees share the same effectiveness rating and less than all need be laid off to reach the number of layoffs required, the least senior employees shall be laid off first. When employees have equal seniority, selection for layoff shall be by lot.

Section 14: 04 - Notification of Layoff

No employee shall be laid off without first having been given at least 45 days' notice of layoff prior to its effective date. Notice shall be sent by certified mail, return receipt requested, to the employee's address, as it appears on School System records. It shall be the responsibility of each employee to see that his current address is on file. Notification sent to the address of an employee on file as specified herein shall be deemed adequate notification of layoff.

An employee notified of layoff may request a review of the decision by placing the request in writing and sending it to the Superintendent. The Superintendent shall consider the request and provide the employee with the results of the review. If the employee is dissatisfied with the results of the review, the employee may pursue the matter by filing a grievance.

Section 14:05 - Re-employment Rights

Employees receiving notification of layoff shall be eligible for recall or re-employment for three (3) years after being placed on layoff. No new positions will be filled until all qualified personnel on layoff have been recalled provided those on layoff are qualified for the positions needed. Recalls will be made by recalling the most senior person on layoff who is qualified for the existing vacancy.

Section 14:06 - Recall Notices

The notice of recall shall be made by certified U. S. mail, return receipt requested, properly addressed to the last address given to the School System by the employee being recalled. If the employee being recalled fails to accept the position being offered, in writing, within 15 calendar days, if offered during the school year, or 30 calendar days, if offered during the summer recess, it will be considered that the employee has refused the recall offer thereby eliminating all re-employment rights of the employee.

Section 14:07 - Recall - Restoration of Seniority and Leave

An employee who is laid off and re-employed shall be reinstated with maximum credit for the time already served. An employee who is recalled after being laid off shall have restored to him all of the unused leave he had accrued on the effective date of the layoff.

Section 14:08 - Recall List

A recall list shall be provided to the Federation and shall be amended semiannually thereafter.

Section 14:09 - Maintenance of Group Health and Life Benefits

An employee on layoff remaining on the recall list will be permitted to maintain in full force any Group Health and Life Insurance benefits for which he is eligible under this Agreement and which the law will permit him to continue in effect provided that he makes satisfactory arrangements with the Department of Human Resources to pay the full cost or the full premium for such benefits in advance of its becoming due. "Full cost" or "full premium" means the entire amount needed to fund the employee benefit in question irrespective of whether part would ordinarily be paid by the employee and part paid by the Board.

Section 14:10 - Substitute Employment Preference

Employees on the recall list shall be entitled to preference for employment as day-by-day substitutes if requested in writing. Each school shall be given a list of employees awaiting recall who desire such employment.

ARTICLE XVII – WORKING CONDITIONS

Section 17:02 – Workday, Workweek and Fair Labor Standards Compliance (FLSA)

Full-time custodial employees shall work seven (7) or eight (8) hours per day, exclusive of a duty-free lunch of at least 30 minutes, but inclusive of two (2) 15-minute breaks. Part-time custodial employees shall work the number of hours each day, less than seven (7), established by the principal or building supervisor in consultation with the Supervisor of Maintenance and Custodial Services. Part-time custodians who work at least six (6) hours per day shall be given a lunch break of at least 30 minutes, exclusive of their six (6) work hours, but inclusive of two (2) 15-minute breaks. Custodians who work less than six (6) hours per day shall receive one (1) 15-minute break, inclusive of work time.

Section 17:04 – Facilities

- (a) Telephone messages shall be conveyed to employees. Emergency messages shall be conveyed immediately.
- (b) Separate restrooms for adults and students shall be maintained at each school site.
- (c) A telephone will be made available for necessary calls during duty time in some appropriate area of the school.
- (d) Employees shall have access to employee lounges at their worksites.
- (e) When parking facilities are available for teachers in an existing school location, such facilities shall also be available to custodians.

Section 17:09 – Responsibility/Damage to School Property

An employee shall not be monetarily responsible for damage caused as a result of his lack of knowledge in performing his assigned duties provided such damage is not the result of a willful or intentional act.

Section 17:10 – Workday

The normal workday for full-time employees shall consist of eight (8) hours, excluding a 30-minute lunch break. The normal workday for part-time employees will vary according to their schedules. The starting and ending times for each workday shall be given to employees by their building supervisor. Any variations in established time schedules must be cleared through the building supervisor or through the Supervisor of Custodial Services.

Section 17:11 – Call Out – Compensation

- (a) Twelve-month employees who receive holiday pay for school holidays listed in the Agreement (e.g. New Year's Day, Martin Luther King Day) and who are called out to their worksites to perform work on such holidays will be paid double time for all time worked in addition to their holiday pay.
- (b) Twelve-month employees who are not on duty and are called out to their worksites to perform work on a nonholiday (e.g. after regular working hours, weekends, scheduled day off) shall be compensated in accordance with the Fair Labor Standards Act, but shall be guaranteed a two (2) hour minimum.
- (c) Custodians responsible for turning off alarms shall be compensated in accordance with the FLSA but shall not be guaranteed a minimum.

Section 17:12 – Equitable Distribution of Overtime

Overtime shall be offered on an equitable basis, but nothing herein shall require the employer to equalize overtime among members of the Bargaining Unit.

Section 17:15 – Substitute Custodians

The Board shall make a good faith effort to hire substitutes to cover duties of regularly assigned custodians when they are absent.

Any custodian who will be absent from scheduled duty shall report his absence to the principal or building administrator at least 60 minutes prior to start of his shift.

Section 17:16 – Substitute Custodians – Compensation

Employees not scheduled for regular duty who are hired by the Board as substitutes in their same job position shall be paid their regular hourly rate instead of substitute pay.

Section 17:17 – Health and Safety

(a) The Board shall provide a place to work which is safe in terms of and relative to the duties an employee is required to perform.

(b) Employees shall be trained in the appropriate methods and procedures for handling potentially hazardous waste including blood, body fluids and excretions.

(c) The Board shall provide for fingerprinting of new employees as required by law. This shall be at no cost to the employee; the Board shall pay all expenses for the fingerprinting procedure.

Section 17:18 – Upgrade – Compensation

When the Head Custodian is absent for a period of ten (10) consecutive days or more and a temporary Head Custodian is upgraded, the acting Head Custodian will be compensated at the rate of a Head Custodian for the duration of the upgrade commencing with the eleventh day of his upgrade.

Section 17:19 – Equipment Needed

The Board shall provide each employee with materials, supplies and equipment with which to perform his duties.

Section 17:20 – Duty Schedule

Bargaining Unit members shall be assigned a schedule of specific duties to be performed on a routine basis.

Section 17:22 – Employee Training

Employees shall be trained to perform duties which are new to them. Training shall take place during regular working hours. If not, employees will be compensated for training time spent outside of regular working hours.

Section 17:23 – Work Year

Custodial employees shall work the numbers of days required by their job positions.

ARTICLE XVIII – COMPENSATED LEAVE TIME

Section 18:03 – Absences Due to Accident or Injury on Duty

(a) Employees shall receive, in accordance with law, those benefits to which they are entitled in accordance with Louisiana Revised Statute 17:1206.1, as amended from time to time while employed by the Board.

(b) Employees injured on duty shall report the injury immediately to the principal or appropriate administrator who shall promptly provide the injured employee with all appropriate forms and information.

ARTICLE XIX – LEAVE WITHOUT PAY

Section 19:03 – Temporary Disability Leave

A temporary disability shall be considered hereunder as any disabling medical condition which precludes an employee from performing the duties of his job position for a temporary period of time.

An employee who is or expects to be temporarily disabled must notify the Department of Human Resources and his school principal or supervisor in writing. Notice must be given at the earliest possible date after an employee becomes aware of the disability.

An employee anticipating a temporary disability, but not yet on leave, shall be permitted to continue employment provided the employee's physician certifies that the employee is physically capable of performing his regular employment duties. The employee must also submit a physician's certificate indicating the date the disability has commenced and certifying that the employee will be temporarily unable to work.

An employee temporarily disabled must submit written verification to the School Board every six (6) weeks of the continued existence of the temporary disability. Verification shall include certification from the employee's attending physician that the employee is temporarily unable to return to work along with a current diagnosis, treatment plan, and a projected return-to-work date. Failure to provide this information may result in denial of leave or extension of leave without pay. Any question regarding whether the claimed disability is bona fide will be resolved by a Board appointed physician who shall examine the employee and render a report on his findings.

Employees shall apply unused sick leave and may use vacation time, if needed, toward any temporary disabilities, commencing with the first day of absence from work until such time that accumulated sick leave days and any used earned vacation days are exhausted. Employees whose temporary disabilities are longer in duration than six (6) consecutive working days and who exhaust all of their accumulated sick leave days and any of their used earned vacation days, and whose continuing disabilities are not being compensated under Section 19:04 of this Agreement shall be granted a temporary disability leave without pay for the duration of their temporary disabilities, but not to exceed one (1) year.

This Section does not apply in any respect to employees who are permanently disabled. Additionally, if an employee's disability becomes permanent in nature, even though the employee's disability commenced as a temporary one, this Section will no longer apply to that employee.

Employees are to return to official duties at the termination of their temporary disabilities and to submit a physician's statement certifying satisfactory physical condition upon returning to duty.

At the conclusion of an employee's disability leave, the employee will be returned to the same position at the same school site as soon as is practicable.

ARTICLE XX – SALARY, SUPPLEMENTS AND REIMBURSEMENTS

Section 20:04 – Substitutes Performing in Their Same Job Position

Employees not scheduled for regular duty who are hired by the Board as substitutes in their same job position shall be paid their regular hourly rate instead of substitute pay.

Section 20:05 – Step Increases

The Board will study the feasibility of adjusting salary schedules during the term of this Agreement so that all employees have the same number of Step increases. The Federation agrees that the Board, at its discretion, may implement a plan to accomplish this.

Section 20:06 – Experience Credit – Salary Scale

(a) Credit will be given for prior experience as a custodial employee in Louisiana public and non-public schools and accredited, out-of-state public schools.

(b) All partial years of service shall be combined to determine allowable credit, i.e., two one-half years of experience will only result in one year of allowable credit.

PROVISIONS APPLICABLE TO FOOD SERVICE EMPLOYEES

ARTICLE II - RECOGNITION

Section 2:01 - General Recognition

The St. Tammany Parish School Board (hereinafter known as the "Board") recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the "Federation") as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time or part-time, nonadministrative, nonsupervisory employees (hereinafter referred to as "Employees" or "Bargaining Unit members"). The phrase "full-time or part-time, nonadministrative, nonsupervisory employee" means the following: all full-time or part-time Food Service technicians and assistant managers, also at times referred to as "cafeteria employees or workers", but specifically excluding special program accountants, all assistants to the Director of Food Services, all Food Service managers, substitutes, temporary replacements and private contractors. No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included. For purposes of this Agreement, a part-time employee is any employee whose work schedule is less than that of a full-time employee for that job classification as established by the Board.

ARTICLE IX - DISCIPLINE

Section 9:01 - No Discipline Except with Just Cause

No employee will be arbitrarily disciplined or disciplined on account of whim or caprice. As used herein, the term "discipline" includes notices of verbal warning or verbal reprimand reduced to writing, written warnings and written reprimands, suspensions and discharges or dismissals.

In the event a non-tenured employee is dismissed, discharged, removed or suffers nonrenewal of his contract, the just cause and due process provisions of this Article shall be governed and satisfied by observance of the provisions outlined in Section 9:02, following which the employee may petition the Board for a hearing, which such hearing shall be granted if a majority of the Board votes to hold the hearing.

When disciplinary action is taken, written notice of the reason for the disciplinary action will be mailed to the employee's last known home address or delivered by hand to the employee.

Section 9:02 - Just Cause Procedure

(a) Prior to taking disciplinary action against any employee, the employer shall convene a conference with the employee unless otherwise agreed by the employee and employer. Twenty-four hours of notification shall be given to the employee in order to secure representation. The employee shall appear with his Federation representative unless he expressly disclaims the representation of the Federation. If he disclaims the representation of the Federation, he shall so indicate on an official disclaimer form to be printed in quadruplicate and made available by the Board. One (1) copy of the disclaimer form shall be placed in the employee's personnel file, one (1) copy shall be given to the employee, one (1) copy shall be given to the Superintendent and one (1) copy shall be given to the Federation.

No more than two (2) representatives shall be present and speak on behalf of an employee at disciplinary conferences without the consent of the principal, supervisor or administrator conducting the conference. By Federation representative is meant any individual, exclusive of legal counsel, allowed by the Federation to represent Federation members and Bargaining Unit employees.

(b) One purpose of this conference will be to fully explain to the employee the reasons why disciplinary action is being considered or why it may be warranted before any discipline is imposed.

(c) Another purpose of the conference is to give the employee the opportunity to present any information, evidence or mitigating circumstances which he believes should preclude or moderate any disciplinary action.

(d) The employee's building level file shall be available at this conference for review by the employee and by the employee's Federation representative if the conference is held on building grounds. If there is a dispute concerning what is or is not contained in the employee's official personnel file, meaning the file maintained by the Department of Human Resources, this file shall also be available for review before the conference is concluded. The official personnel file shall always be available for review if the disciplinary conference is held at the School Board office.

(e) If imperative or special circumstances make the convening of an informal disciplinary conference impossible or impractical within a reasonable period of time, it shall not be required to convene such a conference.

(f) After conclusion of a disciplinary conference, the administrator conducting the conference shall make his decision, in writing, with a copy to the employee involved. If the decision involves the suspension, dismissal, nonrenewal of an employee's Agreement or demotion in rank of a tenured employee, he shall make his recommendation in writing to the Superintendent with a copy to the employee. The Superintendent shall either affirm, modify or overrule this written recommendation.

(g) Bargaining Unit members who no longer are employed by the Board shall retain the right to grieve within the grievance time frame alleged violations of this Agreement which occurred during their employment or concurrent to their involuntary termination.

(h) Anonymous complaints shall not be used as the basis for an employee's reprimand, criticism or discipline.

Section 9:03 - Complaints Against Employee

(a) If an employee shall become the subject of a complaint:

- (1) Any discussion between the Administration and the employee regarding the allegation shall be conducted in a private setting;
- (2) Prior to any final action of a disciplinary nature being taken, a disciplinary conference shall be conducted between the administrator and the employee in accordance with the provisions of Article IX;
- (3) The Administration shall, at all times, proceed in a manner which assumes the innocence of the employee until such time as the allegation is supported by evidence to the contrary; and
- (4) At any disciplinary conference, the employee may be accompanied by a Federation representative.

(b) The Board shall defend and hold harmless any employee for actions fully within the course and proper scope of employment as is provided in La. R.S. 17.416.3 and 17.416.4.

(c) Complaints involving corporal punishment and/or moral offenses concerning students which become the subject of any disciplinary conference shall be reduced to writing with sufficient specificity to fully apprise the employee of the nature and substance of the allegations along with the identity of the person(s) making the allegations. A period of at least 72 hours will be allowed by the principal or administrator who called the disciplinary conference for the employee to prepare a response to the allegations. No decision regarding discipline will be made prior to expiration of the 72-hour period or prior to receipt of the employee's response, whichever occurs first.

(d) If the accusation(s) is (are) determined to be unfounded, all documents relating thereto shall be expunged from the files of the Board.

Section 9:04 - Public Reprimand Prohibited

The Board agrees that it is inappropriate to reprimand employees in the presence of other employees, students, parents or others. No employee shall be reprimanded in front of any parent, teacher, pupil or other person except within the context of a grievance or disciplinary hearing or disciplinary conference. It

is also understood by the parties that the provisions of this Article will not apply to any "reprimand" delivered in public during the course of a public confrontation or disturbance created by an employee, when the employee has refused a directive to retreat for a private discussion.

Section 9:05 - Sexual Harassment

A sexual harassment complaint by an employee against another employee or against a supervisor shall be processed and resolved in accordance with the Board's policy on sexual harassment. In situations where the Superintendent determines that an employee has committed a serious violation of the sexual harassment policy, the parties agree that the Superintendent may transfer said employee involuntarily and that the involuntary transfer provisions of this Agreement may be superseded. However, the Board's sexual harassment policy shall not supersede the discipline or grievance and arbitration provisions of this Agreement which may be invoked by any employee disciplined or involuntarily transferred.

ARTICLE XI – EMPLOYEE EVALUATION

Section 11:01 - In General

Employees will be evaluated by the Cafeteria Manager and/or by the principal of the school to which they are assigned.

No member of the Bargaining Unit will evaluate another Bargaining Unit member.

Section 11:02 - Evaluation Forms

Evaluation forms will be prepared in quadruplicate: one (1) for the employee, one (1) for the Manager of Food Services under whom the employee works, one (1) for the Supervisor of School Food Services, and one (1) for the Department of Human Resources.

Section 11:03 - Discussion of Evaluation

Within five (5) working days of the official written evaluation of any employee, the evaluator shall provide a copy of the evaluation and meet with the employee to discuss the evaluation and to render constructive assistance.

Section 11:04 - Procedure to Rebut Evaluation

The parties subscribe to the principle that evaluation is not discipline. Nonetheless, employees shall be given the right to rebut or contest any evaluation deemed unfavorable through the grievance procedure established in the Agreement but the same shall not be arbitral.

ARTICLE XIII - VACANCIES AND TRANSFERS

Section 13:01 - Voluntary Transfers

(a) A voluntary transfer is the voluntary movement of an employee from one worksite or school to another worksite or school. Any member of the Bargaining Unit shall have the right to request a voluntary transfer.

(b) All known vacancies and new positions shall be posted on the Federation bulletin board located in each school. A copy of the posting shall also be sent by mail to the Federation office.

(c) Any employee desiring to transfer from his position to one of the vacant positions must file an application containing such information as may be required by the Department of Human Resources by the deadline established for applying. Vacancy postings shall provide a minimum

of seven (7) workdays prior to the deadline for application. Application forms will be made available in each school building.

(d) Transfer requests shall be granted in filling vacancies to the applicant(s) possessing the greatest number of years of service in the St. Tammany Parish School System except as follows:

- (1) When the applicant does not possess or cannot demonstrate the skill level required by the position;
- (2) When the position requires special qualifications;
- (3) Where the position requires special training;
- (4) When the applicant is not the individual deemed best able to meet the needs of the school's Food Service Program; and/or
- (5) When the local Food Service Manager deems it appropriate, based on the criteria above, to review the qualifications of additional applicants prior to making his decision, in which case all applicants will be considered for the position before it is filled.

(e) The local Food Service Manager will then make a recommendation to the principal, the Supervisor of School Food Services and to the Department of Human Resources.

(f) Written reasons shall be provided, on request of any unsuccessful applicant, through the Department of Human Resources, explaining the basis for the selection he made.

(g) A transfer request may be withdrawn in writing any time prior to the applicant's acceptance of the position.

(h) The Board shall implement all voluntary transfers for which vacancies exist before implementing involuntary transfers. This does not preclude the Board from acting upon subsequent voluntary transfer requests as vacancies become available.

Section 13:02 - Involuntary Transfers

(a) An involuntary transfer is the involuntary movement of an employee from one school or worksite to another school or worksite. Involuntary transfers may occur for any of the following reasons:

- (1) When new buildings open;
- (2) When a facility is closed;
- (3) When there is a decline in student enrollment;
- (4) To staff new schools or programs;
- (5) To adjust for loss of classes or programs; or
- (6) To avoid reductions in force.

(b) Before involuntarily transferring any employee, voluntary transfer to a vacant position at another school or worksite will be offered to those whose transfer would make the involuntary transfer unnecessary. Anyone requesting a voluntary transfer may withdraw this request at any time prior to agreeing to accept a position. Those employees willing to transfer in order to avoid their own involuntary transfers or to avoid the involuntary transfer of another employee will have priority for unfilled vacancies over any other applicants.

(c) It is recognized that there might be more than one (1) employee willing to transfer; and, in such case, the vacant position will be awarded to the employee qualified for the position with the greatest system-wide seniority. If two (2) or more qualified employees desire the vacant position and have equal certification and system-wide seniority, the position will be awarded by lot.

(d) If involuntary transfer cannot be avoided by following the voluntary transfer provisions of this Section, employees will be chosen for involuntary transfer to positions for which they are qualified using the following criteria:

- (1) The employee(s) with the least building or worksite level seniority;

- (2) Where building level or worksite level seniority is equal, the employee(s) with the least system-wide seniority will be involuntarily transferred; and
- (3) Where building or worksite level seniority and system-wide seniority are equal, selection for involuntary transfer will be made by lot.

(e) Employees who are involuntarily transferred shall have the right to return to their school or worksite from which they were transferred in order of system-wide seniority, provided a permanent vacancy for which they are qualified occurs at their former schools or worksites prior to the first pupil attendance day of the school year following the school year in which their transfers took place. The parties understand, agree, and confirm the past practice that when more than one employee wishes to return and fill the same vacancy and the employees wishing to return have equal system-wide seniority, lots will be drawn to select the employee who receives the position. Employees interested in returning to their former schools or worksites shall notify the Department of Human Resources.

In accordance with past practice, where the need to reduce one or more positions in a program or department at a particular school or worksite results in the need to involuntarily transfer an employee, the affected employee will not have the right to the position held by another employee at that school or worksite who is not in the department or program, even though that position is held by an employee with less building or system-wide seniority.

(f) Where the entire student body of a school building or an entire grade, department or classification is moved en masse to another school building or split between schools, the employees affected shall be transferred to the new location or locations.

(g) Any employee who involuntarily transferred shall not again be involuntarily transferred for a period of two (2) school years.

(h) An employee may also be transferred involuntarily at the direction of the Superintendent when the Superintendent determines that special or exigent circumstances, or conflicts between employees, make it necessary to transfer one or more employees in the interest of security and safety. Any employee involuntarily transferred under this provision may grieve the transfer under the grievance and arbitration provisions of this Agreement. Before an involuntary transfer occurs under this provision, the provision of the just cause procedure, Article IX, shall be observed.

ARTICLE XIV - REDUCTION IN FORCE

Section 14:01 - In General

When conditions necessitate or require a reduction in force, such as the elimination, curtailment or reorganization of a curriculum, co-curriculum and/or extra-curriculum offering, program or school operation; the reorganization or consolidation of one or more schools or programs; the reduction in available funds for any program that results from a decline in enrollment; or the withdrawal or reduction in resources from federal, state or other sources, the Superintendent shall consider all viable alternatives to the layoff or termination of employees including projected attrition, retirement, expiration of temporary assignments, voluntary leaves of absence, reassignment, reclassification, reduction in work schedule and displacement and any recommendation made by the Federation. The Superintendent shall also bargain with the Federation over the potential impact of any reduction in force as allowed by law and consistent with the collective bargaining agreement between the Board and the Federation.

Section 14:02 – Board Notification of Reduction in Force

Prior to instituting any reduction in force, the Superintendent shall present his or her plan for the reduction in force at an official Board meeting.

Section 14:03 - Procedure for Implementation

In order to accomplish the reduction in force, the least effective employee within each layoff targeted subject area or area of certification shall be laid off first. The Superintendent shall proceed with the layoff of as many employees as necessary to accomplish the reduction by proceeding based on effectiveness rating until the number of employees to be laid off has been reached. In determining effectiveness, the Superintendent shall rely on the evaluation an employee receives as determined by its performance and evaluation policy.

In cases where two or more employees share the same effectiveness rating and less than all need be laid off to reach the number of layoffs required, the least senior employees shall be laid off first. When employees have equal seniority, selection for layoff shall be by lot.

Section 14: 04 - Notification of Layoff

No employee shall be laid off without first having been given at least 45 days' notice of layoff prior to its effective date. Notice shall be sent by certified mail, return receipt requested, to the employee's address, as it appears on School System records. It shall be the responsibility of each employee to see that his current address is on file. Notification sent to the address of an employee on file as specified herein shall be deemed adequate notification of layoff.

An employee notified of layoff may request a review of the decision by placing the request in writing and sending it to the Superintendent. The Superintendent shall consider the request and provide the employee with the results of the review. If the employee is dissatisfied with the results of the review, the employee may pursue the matter by filing a grievance.

Section 14:05 - Re-employment Rights

Employees receiving notification of layoff shall be eligible for recall or re-employment for three (3) years after being placed on layoff. No new positions will be filled until all qualified personnel on layoff have been recalled provided those on layoff are qualified for the positions needed. Recalls will be made by recalling the most senior person on layoff who is qualified for the existing vacancy.

Section 14: 06 - Recall Notices

The notice of recall shall be made by certified U. S. mail, return receipt requested, properly addressed to the last address given to the School System by the employee being recalled. If the employee being recalled fails to accept the position being offered, in writing, within 15 calendar days, if offered during the school year, or 30 calendar days, if offered during the summer recess, it will be considered that the employee has refused the recall offer thereby eliminating all re-employment rights of the employee.

Section 14:07 - Recall - Restoration of Seniority and Leave

An employee who is laid off and re-employed shall be reinstated with maximum credit for the time already served. An employee who is recalled after being laid off shall have restored to him all of the unused leave he had accrued on the effective date of the layoff.

Section 14:08 - Recall List

A recall list shall be provided to the Federation and shall be amended semiannually thereafter.

Section 14:09 - Maintenance of Group Health and Life Benefits

An employee on layoff remaining on the recall list will be permitted to maintain in full force any Group Health and Life Insurance benefits for which he is eligible under this Agreement and which the law will permit him to continue in effect provided that he makes satisfactory arrangements with the Department of Human Resources to pay the full cost or the full premium for such benefits in advance of its becoming due. "Full cost" or "full premium" means the entire amount needed to fund the

employee benefit in question irrespective of whether part would ordinarily be paid by the employee and part paid by the Board.

Section 14:10 - Substitute Employment Preference

Employees on the recall list shall be entitled to preference for employment as day-by-day substitutes if requested in writing. Each school shall be given a list of employees awaiting recall who desire such employment.

ARTICLE XVII - WORKING CONDITIONS

Section 17:02 - Workday, Workweek and Fair Labor Standards Compliance (FLSA)

(a) Full-time food service employees shall be scheduled for a seven (7) hour workday, exclusive of a 30-minute duty-free lunch, but inclusive of two (2) 15-minute breaks. Part-time food service employees shall work the schedule established by the principal in connection with the Supervisor of School Food Services. Food service employees who work at least six (6) hours per day shall be given a duty-free lunch break of at least 30 minutes, not included in work time, but inclusive of two (2) 15-minute breaks. Food service employees who work less than six (6) hours per day shall receive one (1) 15-minute break.

(b) The total number of regular hours worked by school food service employees shall not exceed 40 hours in any single workweek without the express permission of the Superintendent or designee. Any employee who believes or asserts that he or she is being required to work in excess of 40 hours in a single workweek shall report this directly to his or her principal or Supervisor of School Food Services and/or to the Department of Human Resources.

(c) In order to assure FLSA compliance, food service employees shall be required to sign in to work and sign out of work by electronic or mechanical means established by the Board. Signing in and out in this manner shall also apply in cases where food service employees receive a lunch break. Signing in and signing out will not be required for 15-minute breaks.

(d) Any hours worked by a food service employee in excess of 40 in a single workweek shall be compensated in accordance with the FLSA by paying the food service employee 1.5 x his or her regular rate, or, alternatively, by giving the employee compensatory time-off equal to 1.5 hours for each hour worked in excess of 40. The Superintendent shall decide whether to compensate overtime with extra pay or with compensatory time off.

(e) The parties understand and agree that the salary paid to full-time food service employees is based on a 40-hour week. Although they will be scheduled for a 35-hour week, there may be occasions when a food service employee remains at work longer than his or her scheduled hours for a given day, in which case additional compensation need not be paid in order to comply with the FLSA.

Section 17:04 – Facilities

(a) Telephone messages shall be conveyed to employees. Emergency messages shall be conveyed immediately.

(b) Separate restrooms for adults and students shall be maintained at each school site.

(c) A telephone will be made available for necessary calls during duty time in some appropriate area of the school.

(d) Employees shall have access to employee lounges at their worksites.

(e) When parking facilities are available for teachers in an existing school location, such facilities shall also be available to Food Service technicians.

Section 17:09 - Responsibility/Damage to School Property

An employee shall not be monetarily responsible for damage caused as a result of his lack of knowledge in performing his assigned duties provided such damage is not the result of a willful or intentional act.

Section 17:10 - Call Out – Compensation

All school food service employees who are called out to their worksite to perform work at times outside of their regular schedules (e.g. after regular working hours, weekends, scheduled time off) shall be compensated in accordance with the Fair Labor Standards Act, but shall be guaranteed a two (2) hour minimum.

Section 17:12 – Substitutes

The Board shall make a good faith effort to hire substitutes to cover duties of regularly assigned Food Service technicians when they are absent. Any employee who will be absent from scheduled duty shall report his absence to the local Food Service Manager at least 60 minutes prior to the start of his shift. No Food Service technician shall be required to obtain substitutes.

Section 17:13 - Work Year

The work year shall consist of the number of days required by the state for certificated personnel in accordance with the provisions of Bulletin 741 including the two (2) professional development days at the conclusion of the first and third grading periods when no students are in attendance; however, food service employees will not be required to work the two (2) professional development days at the beginning of the school year.

Section 17:14 – Orientation

New employees shall be apprised of personnel policies upon their hire. Newly hired or promoted employees shall be oriented into their duties on the job by their supervisor(s) or co-employees. Time spent in “on the job” orientation will be considered part of the regular workday. Instructions and work assignments given to employees regarding their duties will be given during the regular workday.

Section 17:15 - Increase in Hours/Part-time Positions

When the school lunch program at any school will sustain an increase in the number of labor hours, the needs of the program will be reviewed to determine the feasibility of assigning all or part of those increased hours to an employee at that school. Factors considered, without limitation, will be the number of employees required at work during times of peak workload and whether the increase in hours is connected to the establishment of a new service line or food service such as breakfast. Where feasible, and where the efficiency of the program will not be adversely affected, all or part of the increased hours will be assigned to an incumbent part-time employee(s), as follows: when there is an increase in the number of hours assigned to any existing part-time position(s) at a school, it will be considered that a new position(s) has been created. The new position(s) will be offered to the employee holding the existing position(s). If the employee(s) holding the existing part-time position(s) declines it, selection will be made among the employees at the school wanting the position(s) using the criteria established in Section 13:01 (d). If none of the employees at a school want(s) the new position(s), the employee(s) holding the part-time position(s) to which the hours were added will be considered as having resigned and the new position(s) will be treated as a vacancy(ies) and posted and filled in accordance with the provisions of Section 13:01.

Section 17:16 - Cleaning Assignments

Routine general cleaning assignments will be scheduled and posted by the reporting day for unit employees. Any changes in assignment will be posted.

The task of removing trash or garbage from school grounds in connection with Food Service conducted out of doors will not be considered a function of the Food Service classification.

Section 17:17 - Performance Rating/Equipment Loss

The performance rating of Bargaining Unit members will not suffer as a consequence of the disarray, damage to, or loss of supplies, equipment, or utensils resulting from the use of the cafeteria by individuals or groups other than Food Service employees.

Section 17:18 - Employee Training

Whenever possible, inservice training will take place during the workday. If employees are required to attend meetings or training after the workday or to attend training which impacts performance ratings, compensation shall be made at the normal rate of pay.

Section 17:19 – Vacancies

- (a) Food Service technicians who started the District Cafeteria Manager certification may apply for promotion to vacant assistant manager positions.
- (b) Applicants will be interviewed by the principal and/or manager of the school where the vacancy exists.
- (c) The selection will be made by the principal and manager in consultation with one another using the following criteria: skill in Food Service crafts, leadership, communication skills, record-keeping ability, rapport with students and fellow employees.

Section 17:19 - Pay for Substitute Hours

When employees are engaged on a daily basis to work hours which would otherwise be worked by a day-by-day substitute, they shall be paid their regular hourly rate for such hours.

Section 17:20 - Upgrade Pay

When the Director of Food Services appoints a Food Service technician to an acting assistant manager position or appoints an assistant manager to an acting manager position, the employee upgraded shall be compensated at the level of the position to which she is upgraded. This Section does not apply to cases where one employee fills in or assumes the responsibilities of a higher classified employee who may be absent on an intermittent basis. To be eligible for an upgrade, an employee must be appointed as a temporary replacement for a higher classification for a period of ten (10) consecutive days or longer. Upgrade pay will commence on the eleventh day.

Section 17:21 – Dress Code

- (a) Employees will be paid a uniform clothing allowance of \$75.00 each contract year.
- (b) Clothing shall consist of solid white shirts, solid slacks or skirts, enclosed slip resistant shoes and effective hair restraint. At each worksite, the employees may determine by majority vote to wear a color or style of clothing different from solid white provided uniformity of dress is maintained among the group and the clothing is tasteful and modest.

Any employee who does not wish to wear the color or style of dress on any given day worn by the group may wear a solid white shirt and solid slacks or skirt. Clothing selected for work may be of the type and style that is appropriate and professional; however no clothing considered unsafe for Food Service work may be worn at any time. Shorts are not allowed.

Section 17:22 - Health and Safety

(a) The employer shall provide a place to work which is safe in terms of and relative to the duties an employee is required to perform.

(b) While it is the responsibility of employees to assure the safety and well-being of students, the Board shall require no action to be taken which clearly endangers the health or safety of employees.

(c) The Board shall provide for fingerprinting of employees as required by law. This shall be at no cost to the employee; the Board shall pay all expenses of the fingerprinting procedures.

(d) Employees shall be trained to perform duties which are new to them. Training shall take place during regular working hours. If not, employees will be compensated for training time spent outside of regular working hours.

Section 17:24 - Duty Schedule

Bargaining Unit members shall be assigned a schedule of specific duties to be performed on a routine basis.

ARTICLE XVIII - COMPENSATED LEAVE TIME

Section 18:03 - Absences Due to Accident or Injury on Duty

(a) Employees shall receive, in accordance with law, those benefits to which they are entitled in accordance with Louisiana Revised Statute 17:1206.1, as amended from time to time while employed by the Board.

(b) Employees injured on duty shall report the injury immediately to the principal or appropriate administrator who shall promptly provide the injured employee with all appropriate forms and information.

ARTICLE XIX - LEAVE WITHOUT PAY

Section 19:03 - Temporary Disability Leave

A temporary disability shall be considered hereunder as any disabling medical condition which precludes an employee from performing the duties of his job position for a temporary period of time.

An employee who is or expects to be temporarily disabled must notify the Department of Human Resources and his school principal or supervisor in writing. Notice must be given at the earliest possible date after an employee becomes aware of the disability.

An employee anticipating a temporary disability, but not yet on leave, shall be permitted to continue employment provided the employee's physician certifies that the employee is physically capable of performing his regular employment duties. The employee must also submit a physician's certificate indicating the date the disability has commenced and certifying that the employee will be temporarily unable to work.

An employee temporarily disabled must submit written verification to the School Board every six (6) weeks of the continued existence of the temporary disability. Verification shall include certification from the employee's attending physician that the employee is temporarily unable to return to work along with a current diagnosis, treatment plan, and a projected return-to-work date. Failure to provide this information may result in denial of leave or extension of leave without pay. Any question regarding whether the

claimed disability is bona fide will be resolved by a Board appointed physician who shall examine the employee and render a report on his findings.

Employees shall apply unused sick leave and may use vacation time, if needed, toward any temporary disability, commencing with the first day of absence from work until such time that accumulated sick leave days and any used earned vacation days are exhausted. Employees whose temporary disabilities are longer in duration than six (6) consecutive working days and who exhaust all of their accumulated sick leave days and any of their used earned vacation days, and whose continuing disabilities are not being compensated under Section 19:04 of this Agreement shall be granted a temporary disability leave without pay for the duration of their temporary disabilities, but not to exceed one (1) year.

This Section does not apply in any respect to employees who are permanently disabled. Additionally, if an employee's disability becomes permanent in nature, even though the employee's disability commenced as a temporary one, this Section will no longer apply to that employee.

Employees are to return to official duties at the termination of their temporary disabilities and to submit a physician's statement certifying satisfactory physical condition upon returning to duty.

At the conclusion of an employee's disability leave, the employee will be returned to the same position at the same school site as soon as is practicable.

ARTICLE XX - SALARY, SUPPLEMENTS AND REIMBURSEMENTS

Section 20:04 - Step Increases

The salary schedules for School Food Service Technicians will be adjusted, where required, to provide for a difference of at least \$150 between steps. Those step increases presently greater than \$150 will not be adjusted.

Section 20:05 - Experience Credit - Salary Scale

(a) Credit will be given for prior experience as a school food service technician in Louisiana public and non-public schools and accredited, out-of-state public schools.

(b) All partial years of service shall be combined to determine allowable credit, i.e., two one-half years of experience will only result in one year of allowable credit.

PROVISIONS APPLICABLE TO MAINTENANCE EMPLOYEES

ARTICLE II - RECOGNITION

Section 2:01 - General Recognition

The St. Tammany Parish School Board (hereinafter known as the "Board") recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the "Federation") as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time or part-time nonadministrative, nonsupervisory employees (hereinafter referred to as "Employees" or "Bargaining Unit members"). The phrase "full-time or part-time nonadministrative, nonsupervisory employee" means the following: All full-time and part-time maintenance employees but specifically excluding temporary replacements and private contractors. No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included. For purposes of this Agreement, a part-time employee is any employee whose work schedule is less than that of a full-time employee for that job classification as established by the Board.

ARTICLE IX - DISCIPLINE

Section 9:01 - No Discipline Except with Just Cause

No employee will be arbitrarily disciplined or disciplined on account of whim or caprice. As used herein, the term "discipline" includes notices of verbal warning or verbal reprimand reduced to writing, written warnings and written reprimands, suspensions and discharges or dismissals.

In the event a non-tenured employee is dismissed, discharged, removed or suffers nonrenewal of his contract, the just cause and due process provisions of this Article shall be governed and satisfied by observance of the provisions outlined in Section 9:02, following which the employee may petition the Board for a hearing, which such hearing shall be granted if a majority of the Board votes to hold the hearing.

When disciplinary action is taken, written notice of the reason for the disciplinary action will be mailed to the employee's last known home address or delivered by hand to the employee.

Section 9:02 - Just Cause Procedure

(a) Prior to taking disciplinary action against any employee, the employer shall convene a conference with the employee unless otherwise agreed by the employee and employer. Twenty-four hours of notification shall be given to the employee in order to secure representation. The employee shall appear with his Federation representative unless he expressly disclaims the representation of the Federation. If he disclaims the representation of the Federation, he shall so indicate on an official disclaimer form to be printed in quadruplicate and made available by the Board. One (1) copy of the disclaimer form shall be placed in the employee's personnel file, one (1) copy shall be given to the employee, one (1) copy shall be given to the Superintendent and one (1) copy shall be given to the Federation.

No more than two (2) representatives shall be present and speak on behalf of an employee at disciplinary conferences without the consent of the principal, supervisor or administrator conducting the conference. By Federation representative is meant any individual, exclusive of legal counsel, allowed by the Federation to represent Federation members and Bargaining Unit employees.

(b) One purpose of this conference will be to fully explain to the employee the reasons why disciplinary action is being considered or why it may be warranted before any discipline is imposed.

(c) Another purpose of the conference is to give the employee the opportunity to present any information, evidence or mitigating circumstances which he believes should preclude or moderate any disciplinary action.

(d) The employee's building level file shall be available at this conference for review by the employee and by the employee's Federation representative if the conference is held on building grounds. If there is a dispute concerning what is or is not contained in the employee's official personnel file, meaning the file maintained by the Department of Human Resources, this file shall also be available for review before the conference is concluded. The official personnel file shall always be available for review if the disciplinary conference is held at the School Board office.

(e) If imperative or special circumstances make the convening of an informal disciplinary conference impossible or impractical within a reasonable period of time, it shall not be required to convene such a conference.

(f) After conclusion of a disciplinary conference, the administrator conducting the conference shall make his decision, in writing, with a copy to the employee involved. If the decision involves the suspension, dismissal, nonrenewal of an employee's Agreement or demotion in rank of a tenured employee, he shall make his recommendation in writing to the Superintendent with a copy to the employee. The Superintendent shall either affirm, modify or overrule this written recommendation.

(g) Bargaining Unit members who no longer are employed by the Board shall retain the right to grieve within the grievance time frame alleged violations of this Agreement which occurred during their employment or concurrent to their involuntary termination.

(h) Anonymous complaints shall not be used as the basis for an employee's reprimand, criticism or discipline.

Section 9:03 - Complaints Against Employee

(a) If an employee shall become the subject of a complaint:

- (1) Any discussion between the Administration and the employee regarding the allegation shall be conducted in a private setting;
- (2) Prior to any final action of a disciplinary nature being taken, a disciplinary conference shall be conducted between the administrator and the employee in accordance with the provisions of Article IX;
- (3) The Administration shall, at all times, proceed in a manner which assumes the innocence of the employee until such time as the allegation is supported by evidence to the contrary; and
- (4) At any disciplinary conference, the employee may be accompanied by a Federation representative.

(b) The Board shall defend and hold harmless any employee for actions fully within the course and proper scope of employment as is provided in La. R.S. 17.416.3 and 17.416.4.

(c) Complaints involving corporal punishment and/or moral offenses concerning students which become the subject of any disciplinary conference shall be reduced to writing with sufficient specificity to fully apprise the employee of the nature and substance of the allegations along with the identity of the person(s) making the allegations. A period of at least 72 hours will be allowed by the principal or administrator who called the disciplinary conference for the employee to prepare a response to the allegations. No decision regarding discipline will be made prior to expiration of the 72-hour period or prior to receipt of the employee's response, whichever occurs first.

(d) If the accusation(s) is (are) determined to be unfounded, all documents relating thereto shall be expunged from the files of the Board.

Section 9:04 - Public Reprimand Prohibited

The Board agrees that it is inappropriate to reprimand employees in the presence of other employees, students, parents or others. No employee shall be reprimanded in front of any parent, teacher, pupil or other person except within the context of a grievance or disciplinary hearing or disciplinary conference. It is also understood by the parties that the provisions of this Article will not apply to any "reprimand" delivered in public during the course of a public confrontation or disturbance created by an employee, when the employee has refused a directive to retreat for a private discussion.

Section 9:05 - Sexual Harassment

A sexual harassment complaint by an employee against another employee or against a supervisor shall be processed and resolved in accordance with the Board's policy on sexual harassment. In situations where the Superintendent determines that an employee has committed a serious violation of the sexual harassment policy, the parties agree that the Superintendent may transfer said employee involuntarily and that the involuntary transfer provisions of this Agreement may be superseded. However, the Board's sexual harassment policy shall not supersede the discipline or grievance and arbitration provisions of this Agreement which may be invoked by any employee disciplined or involuntarily transferred.

ARTICLE XI - EMPLOYEE EVALUATION

Section 11:01 - In General

Employees will be evaluated by the Assistant Supervisor or the Supervisor of Maintenance.

Section 11:02 - Evaluation Forms

Evaluation forms will be prepared in triplicate: one (1) for the employee, one (1) for the Supervisor of Maintenance, and one (1) for the Superintendent of Schools.

Section 11:03 - Discussion of Evaluation

Within five (5) working days of the official written evaluation of any employee, the evaluator shall provide a copy of the evaluation and meet with the employee to discuss the evaluation and to render constructive assistance.

Section 11:04 - Procedure to Rebut Evaluation

The parties subscribe to the principle that evaluation is not discipline. Nonetheless, employees shall be given the right to rebut or contest any evaluation deemed unfavorable through the grievance procedure established in the Agreement but the same shall not be arbitral.

ARTICLE XIII - VACANCIES AND TRANSFERS

Section 13:01 - Voluntary Transfers

(a) A voluntary transfer is the voluntary movement of an employee from one maintenance warehouse to another maintenance warehouse. Any member of the Bargaining Unit shall have the right to request a voluntary transfer.

(b) All known vacancies and new positions shall be posted on the Federation bulletin board located in each maintenance warehouse. A copy of the posting shall also be sent by mail to the Federation office.

(c) Any employee desiring to transfer from his position to one of the vacant positions must file an application for that vacant position containing such information as may be required by the Department of Human Resources by the deadline established for applying. Vacancy postings shall provide a minimum of seven (7) workdays prior to the deadline for application. Application forms will be made available in each maintenance warehouse.

(d) Transfer requests shall be granted in filling vacancies to the applicant(s) possessing the greatest number of years of service in the St. Tammany Parish School System who possesses the needed craft skills as specified in the posting.

(e) A transfer request may be withdrawn in writing any time prior to the applicant's acceptance of the position.

(f) The Board shall implement all voluntary transfers for which vacancies exist before implementing involuntary transfers. This does not preclude the Board from acting upon subsequent voluntary transfer requests as vacancies become available.

Section 13:02 - Involuntary Transfers

(a) An involuntary transfer is the involuntary movement of an employee from one maintenance warehouse to another maintenance warehouse. Involuntary transfers may occur for any of the following reasons:

- (1) When new buildings open;
- (2) When a facility is closed;
- (3) When there is a decline in student enrollment; or
- (4) To avoid reductions in force.

(b) Before involuntarily transferring employees, voluntary transfer to a vacant position at another maintenance warehouse will be offered to those whose transfer would make the involuntary transfer unnecessary. Anyone requesting a voluntary transfer may withdraw this request at any time prior to agreeing to accept a position. Those employees willing to transfer in order to avoid their own involuntary transfers or to avoid the involuntary transfer of another employee will have priority for unfilled vacancies over any other applicants.

(c) It is recognized that there might be more than one (1) employee willing to transfer, and, in such case, the vacant position will be awarded to the employee qualified for the position with the greatest system-wide seniority. If two (2) or more qualified employees desire the vacant position and have equal system-wide seniority, the position will be awarded by lot.

(d) If involuntary transfer cannot be avoided by following the voluntary transfer provisions of this Section, employees will be chosen for involuntary transfer to positions for which they are qualified using the following criteria:

- (1) The employee(s) with the least maintenance warehouse seniority;
- (2) Where maintenance warehouse is equal, the employee(s) with the least system-wide seniority will be involuntarily transferred; and
- (3) Where maintenance warehouse seniority is equal, selection for involuntary transfer will be made by lot.

(e) Employees who are involuntarily transferred shall have the right to return to the maintenance warehouse from which they are transferred in order of system-wide seniority, provided a permanent vacancy for which they are qualified occurs at their former maintenance warehouse and will be restored of all previous maintenance warehouse seniority accrued at that maintenance warehouse. An employee interested in returning to his former maintenance warehouse shall notify the Department of Human Resources.

(f) Any employee who is involuntarily transferred shall not again be involuntarily transferred for a period of two (2) school years.

(g) An employee may also be transferred involuntarily at the direction of the Superintendent when the Superintendent determines that special or exigent circumstances, or conflicts between employees, make it necessary to transfer one or more employees in the interest of security and safety. Any employee involuntarily transferred under this provision may grieve the transfer under the grievance and arbitration provisions of this Agreement. Before an involuntary transfer occurs under this provision, the provision of the just cause procedure, Article IX, shall be observed.

ARTICLE XIV - REDUCTION IN FORCE

Section 14:01 - In General

When conditions necessitate or require a reduction in force, such as the elimination, curtailment or reorganization of a curriculum, co-curriculum and/or extra-curriculum offering, program or school operation; the reorganization or consolidation of one or more schools or programs; the reduction in available funds for any program that results from a decline in enrollment; or the withdrawal or reduction in resources from federal, state or other sources, the Superintendent shall consider all viable alternatives to the layoff or termination of employees including projected attrition, retirement, expiration of temporary assignments, voluntary leaves of absence, reassignment, reclassification, reduction in work schedule and displacement and any recommendation made by the Federation. The Superintendent shall also bargain with the Federation over the potential impact of any reduction in force as allowed by law and consistent with the collective bargaining agreement between the Board and the Federation.

Section 14:02 – Board Notification of Reduction in Force

Prior to instituting any reduction in force, the Superintendent shall present his or her plan for the reduction in force at an official Board meeting.

Section 14:03 - Procedure for Implementation

In order to accomplish the reduction in force, the least effective employee within each layoff targeted subject area or area of certification shall be laid off first. The Superintendent shall proceed with the layoff of as many employees as necessary to accomplish the reduction by proceeding based on effectiveness rating until the number of employees to be laid off has been reached. In determining effectiveness, the Superintendent shall rely on the evaluation an employee receives as determined by its performance and evaluation policy.

In cases where two or more employees share the same effectiveness rating and less than all need be laid off to reach the number of layoffs required, the least senior employees shall be laid off first. When employees have equal seniority, selection for layoff shall be by lot.

Section 14: 04 - Notification of Layoff

No employee shall be laid off without first having been given at least 45 days' notice of layoff prior to its effective date. Notice shall be sent by certified mail, return receipt requested, to the employee's address, as it appears on School System records. It shall be the responsibility of each employee to see that his current address is on file. Notification sent to the address of an employee on file as specified herein shall be deemed adequate notification of layoff.

An employee notified of layoff may request a review of the decision by placing the request in writing and sending it to the Superintendent. The Superintendent shall consider the request and provide the employee with the results of the review. If the employee is dissatisfied with the results of the review, the employee may pursue the matter by filing a grievance.

Section 14:05 - Re-employment Rights

Employees receiving notification of layoff shall be eligible for recall or re-employment for three (3) years after being placed on layoff. No new positions will be filled until all qualified personnel on layoff have been recalled provided those on layoff are qualified for the positions needed. Recalls will be made by recalling the most senior person on layoff who is qualified for the existing vacancy.

Section 14: 06 - Recall Notices

The notice of recall shall be made by certified U. S. mail, return receipt requested, properly addressed to the last address given to the School System by the employee being recalled. If the employee being recalled fails to accept the position being offered, in writing, within 15 calendar days, if offered during the school year, or 30 calendar days, if offered during the summer recess, it will be

considered that the employee has refused the recall offer thereby eliminating all re-employment rights of the employee.

Section 14:07 - Recall - Restoration of Seniority and Leave

An employee who is laid off and re-employed shall be reinstated with maximum credit for the time already served. An employee who is recalled after being laid off shall have restored to him all of the unused leave he had accrued on the effective date of the layoff.

Section 14:08 - Recall List

A recall list shall be provided to the Federation and shall be amended semiannually thereafter.

Section 14:09 - Maintenance of Group Health and Life Benefits

An employee on layoff remaining on the recall list will be permitted to maintain in full force any Group Health and Life Insurance benefits for which he is eligible under this Agreement and which the law will permit him to continue in effect provided that he makes satisfactory arrangements with the Department of Human Resources to pay the full cost or the full premium for such benefits in advance of its becoming due. "Full cost" or "full premium" means the entire amount needed to fund the employee benefit in question irrespective of whether part would ordinarily be paid by the employee and part paid by the Board.

Section 14:10 - Substitute Employment Preference

Employees on the recall list shall be entitled to preference for employment as day-by-day substitutes if requested in writing. Each school shall be given a list of employees awaiting recall who desire such employment.

ARTICLE XVII - WORKING CONDITIONS

Section 17:02 - Workday, Workweek and Fair Labor Standards Compliance (FLSA)

(a) Maintenance employees shall work eight (8) hours per day, inclusive of two (2) 15-minute breaks and exclusive of a 30-minute duty-free lunch break.

(b) The Supervisor of Custodial and Maintenance Services shall establish the work schedules for all maintenance employees.

(c) The total number of regular hours worked by a maintenance employee shall not exceed 40 hours in any single workweek without the express permission of the Superintendent or Deputy Superintendent. Any maintenance employee who believes or asserts that he or she is being required to work in excess of 40 hours in a single workweek shall report this directly to his supervisor and/or to the Department of Human Resources.

(d) In order to assure FLSA compliance, maintenance employees shall be required to sign in to work and sign out of work by electronic or mechanical means established by the Board. Signing in and out in this manner shall also apply in cases where maintenance employees take their lunch break. Signing in and signing out will not be required for 15-minute breaks.

(e) Any hours worked by maintenance employees in excess of 40 in a single workweek shall be compensated in accordance with the FLSA by paying the employee 1.5 x his or her regular rate, or, alternatively, by giving the employee compensatory time-off equal to 1.5 hours for each hour worked in excess of 40. The Superintendent shall decide whether to compensate overtime with extra pay or with compensatory time off.

Section 17:04 – Facilities

- (a) Telephone messages shall be conveyed to employees. Emergency messages shall be conveyed immediately.
- (b) Separate restrooms for adults and students shall be maintained at each school site.
- (c) A telephone will be made available for necessary calls during duty time in the maintenance shop.
- (d) Employees shall have access to employee lounges at their worksites.

Section 17:08 - Responsibility/Damage to School Property

An employee shall not be monetarily responsible for damage caused as a result of his lack of knowledge in performing his assigned duties provided such damage is not the result of a willful or intentional act.

Section 17:09 - Equitable Distribution of Overtime

Overtime shall be offered on an equitable basis, but nothing herein shall require the employer to equalize overtime among members of the Bargaining Unit.

Section 17:12 - Health and Safety

The employer shall provide a place to work which is safe in terms of and relative to the duties an employee is required to perform.

Section 17:13 - Responsibility/No Fault

An employee shall not be charged for damage caused as a result of his lack of knowledge in performing his assigned duties provided such damage does not result from a willful destructive act.

Section 17:14 - Upgrades/Compensation

When the foreman is absent and a member of the Bargaining Unit is appointed as a temporary foreman for ten (10) consecutive workdays or longer, upgrade pay shall be awarded commencing on the eleventh day for the duration of the upgrade.

Section 17:15 - Call Out – Compensation

(a) Twelve-month employees who receive holiday pay for school holidays listed in the Agreement (e.g. New Year's Day, Martin Luther King Day) and who are called out to their worksites to perform work on such holidays will be paid double time for all time worked in addition to their holiday pay.

(b) Twelve-month employees who are not on duty and are called out to their worksites to perform work on a nonholiday (e.g. after regular working hours, weekends, scheduled day off) shall be compensated in accordance with the Fair Labor Standards Act, but shall be guaranteed a two (2) hour minimum.

(c) All non twelve-month employees who are called out to their worksites to perform work at times outside of their regular schedules (e.g. after regular working hours, weekends, scheduled time off) shall be compensated in accordance with the Fair Labor Standards Act, but shall be guaranteed a two (2) hour minimum, except as follows: custodians responsible for turning off alarms, or other employees whose call outs are part of their routine responsibilities shall be compensated in accordance with the Fair Labor Standards Act but shall not be guaranteed a minimum.

Section 17:17 - Employee Training

Employees shall be trained to perform duties which are new to them. Training shall take place during regular working hours. If not, employees will be compensated for training time spent outside of regular working hours.

Section 17:18 – Employee Uniforms

The Board will provide new uniform shirts, for maintenance employees, every year which will be required to be worn while at work. Additional shirts can be bought by the employee at the Board’s cost.

Section 17:19 - Work Year

Maintenance employees shall work the number of days required by their job positions.

ARTICLE XVIII - COMPENSATED LEAVE TIME

Section 18:03 - Absences Due to Accident or Injury on Duty

(a) Employees shall receive, in accordance with law, those benefits to which they are entitled in accordance with Louisiana Revised Statute 17:1206.1, as amended from time to time while employed by the Board.

(b) Employees injured on duty shall report the injury immediately to the principal or appropriate administrator who shall promptly provide the injured employee with all appropriate forms and information.

ARTICLE XIX - LEAVE WITHOUT PAY

Section 19:03 - Temporary Disability Leave

A temporary disability shall be considered hereunder as any disabling medical condition which precludes an employee from performing the duties of his job position for a temporary period of time.

An employee who is or expects to be temporarily disabled must notify the Department of Human Resources and his school principal or supervisor in writing. Notice must be given at the earliest possible date after an employee becomes aware of the disability.

An employee anticipating a temporary disability, but not yet on leave, shall be permitted to continue employment provided the employee’s physician certifies that the employee is physically capable of performing his regular employment duties. The employee must also submit a physician’s certificate indicating the date the disability has commenced and certifying that the employee will be temporarily unable to work.

An employee temporarily disabled must submit written verification to the School Board every six (6) weeks of the continued existence of the temporary disability. Verification shall include certification from the employee’s attending physician that the employee is temporarily unable to return to work along with a current diagnosis, treatment plan, and a projected return-to-work date. Failure to provide this information may result in denial of leave or extension of leave without pay. Any question regarding whether the claimed disability is bona fide will be resolved by a Board appointed physician who shall examine the employee and render a report on his findings.

Employees shall apply unused sick leave and may use vacation time, if needed, toward any temporary disabilities, commencing with the first day of absence from work until such time that accumulated sick leave days and any used earned vacation days are exhausted. Employees whose temporary disabilities are longer in duration than six (6) consecutive working days and who exhaust all of their accumulated sick

leave days and any of their used earned vacation days, and whose continuing disabilities are not being compensated under Section 19:04 of this Agreement shall be granted a temporary disability leave without pay for the duration of their temporary disabilities, but not to exceed one (1) year.

This Section does not apply in any respect to employees who are permanently disabled. Additionally, if an employee's disability becomes permanent in nature, even though the employee's disability commenced as a temporary one, this Section will no longer apply to that employee.

Employees are to return to official duties at the termination of their temporary disabilities and to submit a physician's statement certifying satisfactory physical condition upon returning to duty.

At the conclusion of an employee's disability leave, the employee will be returned to the same position at the same school site as soon as is practicable.

ARTICLE XX - SALARY, SUPPLEMENTS AND REIMBURSEMENTS

Section 20:04 - Step Increases

The Board will study the feasibility of adjusting salary schedules during the term of this Agreement so that all employees have the same number of Step increases. The Federation agrees that the Board, at its discretion, may implement a plan to accomplish this.

Section 20:05 - Experience Credit - Salary Scale

(a) Credit will be given for prior experience as a maintenance employee in Louisiana public and non-public schools and accredited, out-of-state public schools.

(b) All partial years of service shall be combined to determine allowable credit, i.e., two one-half years of experience will only result in one year of allowable credit.

PROVISIONS APPLICABLE TO PARAPROFESSIONAL EMPLOYEES

ARTICLE II - RECOGNITION

Section 2:01 - General Recognition

The St. Tammany Parish School Board (hereinafter known as the "Board") recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the "Federation") as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time or part-time, nonadministrative, nonsupervisory employees (hereinafter referred to as "Employees" or "Bargaining Unit members"). The phrase "full-time or part-time, nonadministrative, nonsupervisory employee" means the following: all full-time or part-time aides and other paraprofessionals but specifically excluding substitutes, temporary replacements and private contractors. No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included. For purposes of this Agreement, a part-time employee is any employee whose work schedule is less than that of a full-time employee for that job classification as established by the Board.

ARTICLE IX - DISCIPLINE

Section 9:01 - No Discipline Except with Just Cause

No employee will be arbitrarily disciplined or disciplined on account of whim or caprice. As used herein, the term "discipline" includes notices of verbal warning or verbal reprimand reduced to writing, written warnings and written reprimands, suspensions and discharges or dismissals.

In the event a non-tenured employee is dismissed, discharged, removed or suffers nonrenewal of his contract, the just cause and due process provisions of this Article shall be governed and satisfied by observance of the provisions outlined in Section 9:02, following which the employee may petition the Board for a hearing, which such hearing shall be granted if a majority of the Board votes to hold the hearing.

When disciplinary action is taken, written notice of the reason for the disciplinary action will be mailed to the employee's last known home address or delivered by hand to the employee.

Section 9:02 - Just Cause Procedure

(a) Prior to taking disciplinary action against any employee, the employer shall convene a conference with the employee unless otherwise agreed by the employee and employer. Twenty-four hours of notification shall be given to the employee in order to secure representation. The employee shall appear with his Federation representative unless he expressly disclaims the representation of the Federation. If he disclaims the representation of the Federation, he shall so indicate on an official disclaimer form to be printed in quadruplicate and made available by the Board. One (1) copy of the disclaimer form shall be placed in the employee's personnel file, one (1) copy shall be given to the employee, one (1) copy shall be given to the Superintendent and one (1) copy shall be given to the Federation.

No more than two (2) representatives shall be present and speak on behalf of an employee at disciplinary conferences without the consent of the principal, supervisor or administrator conducting the conference. By Federation representative is meant any individual, exclusive of legal counsel, allowed by the Federation to represent Federation members and Bargaining Unit employees.

(b) One purpose of this conference will be to fully explain to the employee the reasons why disciplinary action is being considered or why it may be warranted before any discipline is imposed.

(c) Another purpose of the conference is to give the employee the opportunity to present any information, evidence or mitigating circumstances which he believes should preclude or moderate any disciplinary action.

(d) The employee's building level file shall be available at this conference for review by the employee and by the employee's Federation representative if the conference is held on building grounds. If there is a dispute concerning what is or is not contained in the employee's official personnel file, meaning the file maintained by the Department of Human Resources, this file shall also be available for review before the conference is concluded. The official personnel file shall always be available for review if the disciplinary conference is held at the School Board office.

(e) If imperative or special circumstances make the convening of an informal disciplinary conference impossible or impractical within a reasonable period of time, it shall not be required to convene such a conference.

(f) After conclusion of a disciplinary conference, the administrator conducting the conference shall make his decision, in writing, with a copy to the employee involved. If the decision involves the suspension, dismissal, nonrenewal of an employee's Agreement or demotion in rank of a tenured employee, he shall make his recommendation in writing to the Superintendent with a copy to the employee. The Superintendent shall either affirm, modify or overrule this written recommendation.

(g) Bargaining Unit members who no longer are employed by the Board shall retain the right to grieve within the grievance time frame alleged violations of this Agreement which occurred during their employment or concurrent to their involuntary termination.

(h) Anonymous complaints shall not be used as the basis for an employee's reprimand, criticism or discipline.

Section 9:03 - Complaints Against Employee

(a) If an employee shall become the subject of a complaint:

- (1) Any discussion between the Administration and the employee regarding the allegation shall be conducted in a private setting;
- (2) Prior to any final action of a disciplinary nature being taken, a disciplinary conference shall be conducted between the administrator and the employee in accordance with the provisions of Article IX;
- (3) The Administration shall, at all times, proceed in a manner which assumes the innocence of the employee until such time as the allegation is supported by evidence to the contrary; and
- (4) At any disciplinary conference, the employee may be accompanied by a Federation representative.

(b) The Board shall defend and hold harmless any employee for actions fully within the course and proper scope of employment as is provided in La. R.S. 17.416.3 and 17.416.4.

(c) Complaints involving corporal punishment and/or moral offenses concerning students which become the subject of any disciplinary conference shall be reduced to writing with sufficient specificity to fully apprise the employee of the nature and substance of the allegations along with the identity of the person(s) making the allegations. A period of at least 72 hours will be allowed by the principal or administrator who called the disciplinary conference for the employee to prepare a response to the allegations. No decision regarding discipline will be made prior to expiration of the 72-hour period or prior to receipt of the employee's response, whichever occurs first.

(d) If the accusation(s) is (are) determined to be unfounded, all documents relating thereto shall be expunged from the files of the Board.

Section 9:04 - Public Reprimand Prohibited

The Board agrees that it is inappropriate to reprimand employees in the presence of other employees, students, parents or others. No employee shall be reprimanded in front of any parent, teacher, pupil or other person except within the context of a grievance or disciplinary hearing or disciplinary conference. It is also understood by the parties that the provisions of this Article will not apply to any "reprimand" delivered in public during the course of a public confrontation or disturbance created by an employee, when the employee has refused a directive to retreat for a private discussion.

Section 9:05 - Sexual Harassment

A sexual harassment complaint by an employee against another employee or against a supervisor shall be processed and resolved in accordance with the Board's policy on sexual harassment. In situations where the Superintendent determines that an employee has committed a serious violation of the sexual harassment policy, the parties agree that the Superintendent may transfer said employee involuntarily and that the involuntary transfer provisions of this Agreement may be superseded. However, the Board's sexual harassment policy shall not supersede the discipline or grievance and arbitration provisions of this Agreement which may be invoked by any employee disciplined or involuntarily transferred.

ARTICLE XI - EMPLOYEE EVALUATION

Section 11:01 - In General

Paraprofessionals will be evaluated by the school principal or administrator.

Section 11:02 - Evaluation Forms

Evaluation forms will be prepared in triplicate: one (1) for the paraprofessional, one (1) for the principal and/or supervisor, and one (1) for the Superintendent of Schools.

Section 11:03 - Discussion of Evaluation

Within five (5) working days of the official written evaluation of any paraprofessional, the evaluator shall provide a copy of the evaluation and meet with the employee to discuss the evaluation and to render constructive assistance.

Section 11:04 - Procedure to Rebut Evaluation

The parties subscribe to the principle that evaluation is not discipline. Nonetheless, employees shall be given the right to rebut or contest any evaluation deemed unfavorable through the grievance procedure established in the Agreement but the same shall not be arbitral.

ARTICLE XIII - VACANCIES AND TRANSFERS

Section 13:01 - Voluntary Transfers

(a) A voluntary transfer is the voluntary movement of an employee from one worksite or school to another worksite or school. Any member of the Bargaining Unit shall have the right to request a voluntary transfer.

(b) All known vacancies and new positions shall be posted on the Federation bulletin board located in each school. A copy of the posting shall also be sent by mail to the Federation office.

(c) Any employee desiring to transfer from his position to one of the vacant positions must file an application for that vacant position containing such information as may be required by the Department of Human Resources by the deadline established for applying. All vacancy postings shall provide a minimum of seven (7) workdays prior to the deadline for application. Application forms will be made available in each school building.

(d) Transfer requests shall be granted in filling vacancies to the applicant(s) possessing the greatest number of years of service in the St. Tammany Parish School System except as follows:

- (1) When an applicant does not meet or cannot fulfill the requirements or guidelines of federal, state or local programs;

- (2) When a paraprofessional is not willing to take the necessary training to qualify for the vacancy;
 - (3) If the applicant is not willing or able to assume special responsibilities required by the position, as specified at the interview;
 - (4) When the applicant is not the individual deemed best able to meet the needs of the school; and/or
 - (5) When the principal deems it appropriate, based on the criteria numbered (1) through (4) above, to review the qualifications of new applicants prior to making his decision, in which case all applicants will be considered for the position before it is filled.
- (e) Principal/supervisor will then make a recommendation to the Supervisor of Human Resources.
- (f) The principal/supervisor shall provide written reasons, on request of any unsuccessful applicant, through the Department of Human Resources, explaining the basis for the selection he made.
- (g) A transfer request may be withdrawn in writing any time prior to the applicant's acceptance of the position.
- (h) The Board shall implement all voluntary transfers for which vacancies exist before implementing involuntary transfers. This does not preclude the Board from acting upon subsequent voluntary transfer requests as vacancies become available.

Section 13:02 - Involuntary Transfers

- (a) An involuntary transfer is the involuntary movement of an employee from one school or worksite to another school or worksite. Involuntary transfers may occur for any of the following reasons:
- (1) When new buildings open;
 - (2) When a facility is closed;
 - (3) When there is a decline in student enrollment;
 - (4) To staff new schools or programs;
 - (5) To adjust for loss of classes or programs; or
 - (6) To avoid reductions in force.
- (b) Before involuntarily transferring any employee, voluntary transfer to a vacant position at another school or worksite will be offered to those who transfer would make the involuntary transfer unnecessary. Anyone requesting a voluntary transfer may withdraw this request at any time prior to agreeing to accept a position. Those employees willing to transfer in order to avoid their own involuntary transfers or to avoid the involuntary transfer of another employee will have priority for unfilled vacancies over any other applicants.
- (c) It is recognized that there might be more than one (1) employee willing to transfer; and, in such case, the vacant position will be awarded to the employee qualified for the position with the greatest system-wide seniority. If two (2) or more qualified employees desire the vacant position and have equal system-wide seniority, the position will be awarded by lot.
- (d) If involuntary transfer cannot be avoided by following the voluntary transfer provisions of this Section, employees will be chosen for involuntary transfer to positions for which they are qualified using the following criteria:
- (1) The employee(s) with the least building or worksite level seniority;
 - (2) Where building level or worksite level seniority is equal, the employee(s) with the least system-wide seniority will be involuntarily transferred; and
 - (3) Where building or worksite level seniority and system-wide seniority are equal, selection for involuntary transfer will be made by lot.
- (e) Employees who are involuntarily transferred shall have the right to return to their school or worksite from which they were transferred in order of system-wide seniority, provided a

permanent vacancy for which they are qualified occurs at their former schools or worksites prior to the first pupil attendance day of the school year following the school year in which their transfers took place. The parties understand, agree, and confirm the past practice that when more than one employee wishes to return and fill the same vacancy and the employees wishing to return have equal system-wide seniority, lots will be drawn to select the employee who receives the position. Employees interested in returning to their former schools or worksites shall notify the Department of Human Resources.

In accordance with past practice, where the need to reduce one or more positions in a program or department at a particular school or worksite results in the need to involuntarily transfer an employee, the affected employee will not have the right to the position held by another employee at that school or worksite who is not in the department or program, even though that position is held by an employee with less building or system-wide seniority.

(f) Where the entire student body of a school building or an entire grade, department or classification is moved en masse to another school building or split between schools, the employees whose classes are transferred to the new location shall be transferred with their classes.

(g) Any employee who is involuntarily transferred shall not again be involuntarily transferred for a period of two (2) school years.

(h) An employee may also be transferred involuntarily at the direction of the Superintendent when the Superintendent determines that special or exigent circumstances, or conflicts between employees, make it necessary to transfer one or more employees in the interest of security and safety. Any employee involuntarily transferred under this provision may grieve the transfer under the grievance and arbitration provisions of this Agreement. Before an involuntary transfer occurs under this provision, the provision of the just cause procedure, Article IX, shall be observed.

ARTICLE XIV - REDUCTION IN FORCE

Section 14:01 - In General

When conditions necessitate or require a reduction in force, such as the elimination, curtailment or reorganization of a curriculum, co-curriculum and/or extra-curriculum offering, program or school operation; the reorganization or consolidation of one or more schools or programs; the reduction in available funds for any program that results from a decline in enrollment; or the withdrawal or reduction in resources from federal, state or other sources, the Superintendent shall consider all viable alternatives to the layoff or termination of employees including projected attrition, retirement, expiration of temporary assignments, voluntary leaves of absence, reassignment, reclassification, reduction in work schedule and displacement and any recommendation made by the Federation. The Superintendent shall also bargain with the Federation over the potential impact of any reduction in force as allowed by law and consistent with the collective bargaining agreement between the Board and the Federation.

Section 14:02 – Board Notification of Reduction in Force

Prior to instituting any reduction in force, the Superintendent shall present his or her plan for the reduction in force at an official Board meeting.

Section 14:03 - Procedure for Implementation

In order to accomplish the reduction in force, the least effective employee within each layoff targeted subject area or area of certification shall be laid off first. The Superintendent shall proceed with the layoff of as many employees as necessary to accomplish the reduction by proceeding based on effectiveness rating until the number of employees to be laid off has been reached. In determining effectiveness, the Superintendent shall rely on the evaluation an employee receives as determined by its performance and evaluation policy.

In cases where two or more employees share the same effectiveness rating and less than all need be laid off to reach the number of layoffs required, the least senior employees shall be laid off first. When employees have equal seniority, selection for layoff shall be by lot.

Section 14:04 - Notification of Layoff

No employee shall be laid off without first having been given at least 45 days' notice of layoff prior to its effective date. Notice shall be sent by certified mail, return receipt requested, to the employee's address, as it appears on School System records. It shall be the responsibility of each employee to see that his current address is on file. Notification sent to the address of an employee on file as specified herein shall be deemed adequate notification of layoff.

An employee notified of layoff may request a review of the decision by placing the request in writing and sending it to the Superintendent. The Superintendent shall consider the request and provide the employee with the results of the review. If the employee is dissatisfied with the results of the review, the employee may pursue the matter by filing a grievance.

Section 14:05 - Re-employment Rights

Employees receiving notification of layoff shall be eligible for recall or re-employment for three (3) years after being placed on layoff. No new positions will be filled until all qualified personnel on layoff have been recalled provided those on layoff are qualified for the positions needed. Recalls will be made by recalling the most senior person on layoff who is qualified for the existing vacancy.

Section 14:06 - Recall Notices

The notice of recall shall be made by certified U. S. mail, return receipt requested, properly addressed to the last address given to the School System by the employee being recalled. If the employee being recalled fails to accept the position being offered, in writing, within 15 calendar days, if offered during the school year, or 30 calendar days, if offered during the summer recess, it will be considered that the employee has refused the recall offer thereby eliminating all re-employment rights of the employee.

Section 14:07 - Recall - Restoration of Seniority and Leave

An employee who is laid off and re-employed shall be reinstated with maximum credit for the time already served. An employee who is recalled after being laid off shall have restored to him all of the unused leave he had accrued on the effective date of the layoff.

Section 14:08 - Recall List

A recall list shall be provided to the Federation and shall be amended semiannually thereafter.

Section 14:09 - Maintenance of Group Health and Life Benefits

An employee on layoff remaining on the recall list will be permitted to maintain in full force any Group Health and Life Insurance benefits for which he is eligible under this Agreement and which the law will permit him to continue in effect provided that he makes satisfactory arrangements with the Department of Human Resources to pay the full cost or the full premium for such benefits in advance of its becoming due. "Full cost" or "full premium" means the entire amount needed to fund the

employee benefit in question irrespective of whether part would ordinarily be paid by the employee and part paid by the Board.

Section 14:10 - Substitute Employment Preference

Employees on the recall list shall be entitled to preference for employment as day-by-day substitutes if requested in writing. Each school shall be given a list of employees awaiting recall who desire such employment.

ARTICLE XVII - WORKING CONDITIONS

Section 17:01 - Reporting/Departing School

Considering that paraprofessionals are responsible, along with certificated employees, for assisting in the orderly opening and dismissal of school and for insuring that students on campus are monitored and attended, paraprofessionals shall sign in and report for duty at least five (5) minutes prior to the start of the school day but in no case more than 15 minutes prior thereto. They shall remain at the schools to which they are assigned for a period of ten (10) minutes following the dismissal bell at which time they shall sign out. The only exception to these general rules of reporting and departing will be for paraprofessionals who are scheduled for non classroom duty and who shall report and depart, sign in and sign out, in accordance with that schedule.

Section 17:02 - Duty Schedule

(a) The duty schedule for the employees covered by this Agreement shall be established in accordance with the provisions of Section 17:09 of the Agreement pertaining to certificated personnel.

(b) Employees shall be permitted to leave campus during their duty-free lunch period provided they notify the principal's office and return to campus in time to commence duty as scheduled.

(c) On those days when students are not in attendance at lunch time (e.g., exam days, parent conference days, record days, etc.), all school-based employees shall be given one (1) hour of duty-free lunch.

(d) When a paraprofessional is absent on a day he is scheduled for duty and a substitute is hired, the substitute shall perform the scheduled duty for the absent paraprofessional.

Section 17:03 - Paraprofessional Responsibilities/Teacher Substitutes

Substitutes shall normally be hired or engaged to replace teachers who are absent from work. In emergency situations, paraprofessionals may be used until a substitute arrives. The parties understand and agree that the principals will not be required to hire or engage substitutes to replace teachers called away from the classroom for inservice, IEP's, parent conferences or SAT meetings. Any paraprofessional requiring special assistance while the teacher is away from the classroom should report the circumstances to the principal's office.

Section 17:05 - Relief from Nonprofessional Duties

(a) Employees shall not be required to engage in searches for the purpose of locating explosive devices. Employees shall be responsible for evacuating students from the building when so directed and will reasonably cooperate with officials in identifying the potential location or source of any explosive or hazardous device as long as doing so does not endanger the employee.

(b) Employees shall not be required to participate in the physical inspection of students to determine the presence of health hazards.

(c) Employees shall not be required to participate in any fund-raising activity when not on duty for the school. Employees shall not be required to devote classroom duty time to fund-raising activities, except in the context of homeroom duties.

(d) Employees shall not be required to contribute funds to any activity or for any purpose except as required by law.

(e) Employees shall not be required to obtain their own substitutes. An employee requiring a substitute shall notify the principal, or his designee, and register his absence on the Automated Substitute Finder System. Notification and registration shall be accomplished as soon as possible but no later than sixty (60) minutes prior to the onset of the normal employee workday.

Section 17:06 - Parking Facilities

When parking facilities are available for teachers in an existing school location, such facilities shall also be available to paraprofessionals.

Section 17:07 - Breaks/Lunch Period

(a) Employees shall receive a 15-minute morning and a 15-minute afternoon break.

(b) Each employee shall be given a period of time duty-free, equivalent to the duty-free lunch period given to teachers at their work location.

Section 17:09 - Assistance at School Events

The Federation and the Board recognize the importance of special events for students and the role they play in the development and education of students. Although employees shall not be required to chaperone at assemblies, dances or sporting events held after the workday, both the Board and the Federation endorse their past and continuing volunteerism in supervising students at such events.

Section 17:11 - Faculty Lounge and Other Facilities

(a) The Board shall continue to provide an area in each school designated as a faculty lounge.

(b) Telephone messages shall be conveyed to employees. Emergency messages shall be conveyed immediately.

(c) Separate restrooms for adults and students shall be maintained at each school site.

(d) A telephone will be made available for necessary calls during noninstructional time in the faculty lounge or in some other appropriate areas of the school.

Section 17:12 - Health and Safety

(a) While it is the responsibility of employees to assure the safety and well-being of students, the Board shall require no action to be taken which clearly endangers the health or safety of employees.

(b) The Board shall provide for fingerprinting of new employees as required by law. This shall be at no cost to the employee. The Board shall pay all expenses for the fingerprinting procedures.

(c) Employees shall not be required to enter a building alone or remain alone in a building.

(d) The Board shall provide the appropriate safety gloves and cleansing agents for paraprofessionals required to perform medical procedures, diapering, or who are regularly in contact with bodily fluids of students.

(e) The Board shall provide hepatitis B vaccinations for paraprofessionals who routinely perform medical procedures/diapering or are in contact with bodily fluids.

(f) Paraprofessionals who are assigned to a unit where a student or students require specific medical procedures shall be trained according to State guidelines.

Section 17:18 - School Year - Work Year

The work year shall be established by the Board and will meet or exceed the instructional time and student attendance requirements of Bulletin 741. Included in the work year will be one (1) day for room preparation prior to the first student attendance day, two (2) professional development days at the conclusion of the first and third grading periods when no students are in attendance, and one (1) day for final records after the last student attendance day; however, paraprofessionals will not be required to work the two (2) professional development days at the beginning of the school year.

Section 17:19 - Notification of Assignments

The principal or supervisor shall notify employees of their tentative assignment for the following school year at least by the close of school. An employee shall be notified of a change in the tentative assignment as soon as feasible. Such notification may be conveyed in writing to the employee.

Section 17:20 - Student Discipline

Paraprofessionals shall refer disruptive students to the teacher of record for appropriate action as defined by the *Handbook on Attendance, Discipline & School Records*. If the teacher of record is absent, the offending student will be referred to the substitute replacing the absent teacher or if none is employed, to the principal or his designee.

On discipline referrals from the paraprofessional, the paraprofessional will be notified by the teacher of action taken concerning the offending student.

Section 17:21 – Commencement

Employees will be given the day off on which commencement exercises are held, with pay, to attend such exercises in order to receive their Bachelor’s degree in education. This day will not be deducted from accrued leave days.

Section 17:22 - Information Needed - Special Students

If permitted by law and in cases where paraprofessionals need the information in the interest of their safety or that of the health or safety of the student(s) in their care, paraprofessionals will be provided with the name of any student(s) in their care with a chronic medical problem (including emotional problems) along with the nature of the problem and any special instructions regarding how to handle any medical emergency involving the student. This information will be imparted to the paraprofessional by the teacher with whom he works.

Section 17:23 - Workday, Workweek and Fair Labor Standards Compliance (FLSA)

(a) Paraprofessional employees shall work the same schedules as teachers, with the exception that they shall not work on professional days for teachers mandated by the State. They shall also perform duty involving the non classroom supervision and monitoring of students in accordance with the duty schedule developed for the school to which they are assigned.

(b) The total number of regular hours worked by a paraprofessional under this agreement shall not exceed 40 hours in any single workweek without the express permission of the Superintendent or Deputy Superintendent. Any paraprofessional who believes or asserts that he or she is being required to work in excess of 40 hours in a single workweek shall report this directly to his or her principal and/or to the Department of Human Resources.

(c) In order to assure FLSA compliance, and as long as paraprofessionals are considered non-exempt under the FLSA, paraprofessionals shall be required to sign in to work and sign out of work by electronic

or mechanical means established by the Board. Signing in and out in this manner shall also apply in cases where paraprofessionals have a 30-minute duty-free lunch.

(d) Any hours worked by a paraprofessional in excess of 40 in a single workweek shall be compensated in accordance with the FLSA by paying the paraprofessional 1.5 x his or her regular rate, or, alternatively, by giving the employee compensatory time-off equal to 1.5 hours for each hour worked in excess of 40. The Superintendent shall decide whether to compensate overtime with extra pay or with compensatory time off.

(e) The parties understand and agree that the salary paid to paraprofessionals is based on a 40-hour week. Although they will be scheduled to work the same hours as teachers, i.e. less than eight (8) hours per day and less than 40 hours per week, there may be occasions when a paraprofessional remains at work longer than his or her scheduled hours for a given day to perform nonclassroom duty, attend faculty meetings or perform other duties, in which case additional compensation need not be paid in order to comply with the FLSA.

Section 17:24 - Paraprofessional Training

Paraprofessionals newly assigned to Special Education classes shall be trained in their duties. They shall be compensated if such training is conducted outside of regular working hours.

Section 17:29 - Professional Growth

The Board shall provide workshops and seminars to train employees in new technology which employees are required to learn for the performance of their job duties. Employees shall be reimbursed reasonable and customary travel expenses in accordance with Board policy when required by the Board to attend out-of-parish workshops and seminars.

Section 17:30 - Field Trips

Employees who are required to go on field trips with students will have their transportation, necessary tickets and entry fees paid for by the school sponsoring the trips.

Section 17:32 - Summer School Selection Procedure

The following shall be adhered to in the selection of summer school employees from among those who have applied:

(a) A rotating system shall be utilized. Only qualified employees will be eligible for selection. Selection shall be made on the basis of the following criteria, with no one criteria, other than (1) below, having more weight than any other:

- (1) Successful experience in performing the particular duties required;
- (2) Meets all credentials for the position, i.e. education, training and certifications;
- (3) Overall experience;
- (4) Experience in St. Tammany Parish;
- (5) Prior job assignment; and
- (6) Evaluations.

(b) Employees shall be limited to three (3) consecutive years in the summer school program. This may be waived if there are no applicants with successful experience in performing the particular duties required.

(c) This section applies only to regular and special education K through 12 summer school offered to students in order to change a failing report card grade to a passing grade or to earn new Carnegie Unit credits.

ARTICLE XVIII - COMPENSATED LEAVE TIME

Section 18:03 - Absences Due to Accident or Injury on Duty

(a) Employees shall receive, in accordance with law, those benefits to which they are entitled in accordance with Louisiana Revised Statute 17:1206.1, as amended from time to time while employed by the Board.

(b) Employees injured on duty shall report the injury immediately to the principal or appropriate administrator who shall promptly provide the injured employee with all appropriate forms and information.

ARTICLE XIX - LEAVE WITHOUT PAY

Section 19:03 - Temporary Disability Leave

A temporary disability shall be considered hereunder as any disabling medical condition which precludes an employee from performing the duties of his job position for a temporary period of time.

An employee who is or expects to be temporarily disabled must notify the Department of Human Resources and his school principal or supervisor in writing. Notice must be given at the earliest possible date after an employee becomes aware of the disability.

An employee anticipating a temporary disability, but not yet on leave, shall be permitted to continue employment provided the employee's physician certifies that the employee is physically capable of performing his regular employment duties. The employee must also submit a physician's certificate indicating the date the disability has commenced and certifying that the employee will be temporarily unable to work.

An employee temporarily disabled must submit written verification to the School Board every six (6) weeks of the continued existence of the temporary disability. Verification shall include certification from the employee's attending physician that the employee is temporarily unable to return to work along with a current diagnosis, treatment plan, and a projected return-to-work date. Failure to provide this information may result in denial of leave or extension of leave without pay. Any question regarding whether the claimed disability is bona fide will be resolved by a Board appointed physician who shall examine the employee and render a report on his findings.

Employees shall apply unused sick leave toward any temporary disabilities, commencing with the first day of absence from work until such time that accumulated sick leave days are exhausted. Employees whose temporary disabilities are longer in duration than six (6) consecutive working days and who exhaust all of their accumulated sick leave days, and whose continuing disabilities are not being compensated under Section 19:04 of this Agreement shall be granted a temporary disability leave without pay for the duration of their temporary disabilities, but not to exceed one (1) year.

This Section does not apply in any respect to employees who are permanently disabled. Additionally, if an employee's disability becomes permanent in nature, even though the employee's disability commenced as a temporary one, this Section will no longer apply to that employee.

Employees are to return to official duties at the termination of their temporary disability and to submit a physician's statement certifying satisfactory physical condition upon returning to duty.

At the conclusion of an employee's disability leave, the employee will be returned to the same position at the same school site as soon as is practicable.

ARTICLE XXI - SALARY, SUPPLEMENTS AND REIMBURSEMENTS

Section 21:04 - Extended School Year – Compensation

Employees who are required to work before or after the regular school year shall be compensated therefore at a per diem rate for each full day. The per diem rate shall be based on the employee's annual

salary as prescribed in the salary schedule for the regular school year, which is part of this Agreement, divided by the number of employee workdays. This Section shall have no application to employees engaged in extracurricular activities either before, after or during the regular school year.

Section 21:05 - Step Increases

The Board will study the feasibility of adjusting salary schedules during the term of this Agreement so that all employees have the same number of step increases. The Federation agrees that the Board, at its discretion, may implement a plan to accomplish this.

Section 21:06 - Experience Credit - Salary Scale

(a) Credit will be given for prior experience as a paraprofessional in Louisiana public and non-public schools and accredited, out-of-state public schools.

(b) All partial years of service shall be combined to determine allowable credit, i.e., two one-half years of experience will only result in one year of allowable credit.

PROVISIONS APPLICABLE TO SECRETARIES AND CLERKS

ARTICLE II - RECOGNITION

Section 2:01 - General Recognition

The St. Tammany Parish School Board (hereinafter known as the "Board") recognizes the St. Tammany Federation of Teachers and School Employees, American Federation of Teachers, Louisiana Federation of Teachers (hereinafter known as the "Federation") as the sole, exclusive bargaining agent with regard to the wages, hours and working conditions for all full-time or part-time, nonadministrative, nonsupervisory employees (hereinafter referred to as "Employees" or "Bargaining Unit members"). The phrase "full-time or part-time, nonadministrative, nonsupervisory employee" means the following: All secretarial and clerical personnel, specifically excluding confidential secretaries and clerks, substitutes, temporary replacements and private contractors. No employee, job classification or job position, whether existing or created during the term of this Agreement, shall be considered as included within the Bargaining Unit other than those expressly defined herein as included. For purposes of this Agreement, a part-time employee is any employee whose work schedule is less than that of a full-time employee for that job classification as established by the Board. For purposes of this Agreement, a confidential secretary or clerk is one who types or assembles documents or information in a confidential capacity for a supervisor or member of management who is charged with responsibility for making labor relations policy or responsibility for collective bargaining strategy or negotiations. Specifically excluded under this Agreement are the following positions: the secretary to the Superintendent and Board, the secretary to the Superintendent and Hearing Officer, the Senior Secretary to the Associate Superintendent, the Senior Secretary to the Assistant Superintendent of Instruction, the secretary to the Director of Business Affairs, the Senior Secretary to the Assistant Superintendent of Administration, the secretary to the Supervisor of Human Resources, the Clerk Typist III to the Associate Superintendent of Human Resources.

ARTICLE IX - DISCIPLINE

Section 9:01 - No Discipline Except with Just Cause

No employee will be arbitrarily disciplined or disciplined on account of whim or caprice. As used herein, the term "discipline" includes notices of verbal warning or verbal reprimand reduced to writing, written warnings and written reprimands, suspensions and discharges or dismissals.

In the event a non-tenured employee is dismissed, discharged, removed or suffers nonrenewal of his contract, the just cause and due process provisions of this Article shall be governed and satisfied by observance of the provisions outlined in Section 9:02, following which the employee may petition the Board for a hearing, which such hearing shall be granted if a majority of the Board votes to hold the hearing.

When disciplinary action is taken, written notice of the reason for the disciplinary action will be mailed to the employee's last known home address or delivered by hand to the employee.

Section 9:02 - Just Cause Procedure

(a) Prior to taking disciplinary action against any employee, the employer shall convene a conference with the employee unless otherwise agreed by the employee and employer. Twenty-four hours of notification shall be given to the employee in order to secure representation. The employee shall appear with his Federation representative unless he expressly disclaims the representation of the Federation. If he disclaims the representation of the Federation, he shall so indicate on an official disclaimer form to be printed in quadruplicate and made available by the Board. One (1) copy of the disclaimer form shall be

placed in the employee's personnel file, one (1) copy shall be given to the employee, one (1) copy shall be given to the Superintendent and one (1) copy shall be given to the Federation.

No more than two (2) representatives shall be present and speak on behalf of an employee at disciplinary conferences without the consent of the principal, supervisor or administrator conducting the conference. By Federation representative is meant any individual, exclusive of legal counsel, allowed by the Federation to represent Federation members and Bargaining Unit employees.

(b) One purpose of this conference will be to fully explain to the employee the reasons why disciplinary action is being considered or why it may be warranted before any discipline is imposed.

(c) Another purpose of the conference is to give the employee the opportunity to present any information, evidence or mitigating circumstances which he believes should preclude or moderate any disciplinary action.

(d) The employee's building level file shall be available at this conference for review by the employee and by the employee's Federation representative if the conference is held on building grounds. If there is a dispute concerning what is or is not contained in the employee's official personnel file, meaning the file maintained by the Department of Human Resources, this file shall also be available for review before the conference is concluded. The official personnel file shall always be available for review if the disciplinary conference is held at the School Board office.

(e) If imperative or special circumstances make the convening of an informal disciplinary conference impossible or impractical within a reasonable period of time, it shall not be required to convene such a conference.

(f) After conclusion of a disciplinary conference, the administrator conducting the conference shall make his decision, in writing, with a copy to the employee involved. If the decision involves the suspension, dismissal, nonrenewal of an employee's Agreement or demotion in rank of a tenured employee, he shall make his recommendation in writing to the Superintendent with a copy to the employee. The Superintendent shall either affirm, modify or overrule this written recommendation.

(g) Bargaining Unit members who no longer are employed by the Board shall retain the right to grieve within the grievance time frame alleged violations of this Agreement which occurred during their employment or concurrent to their involuntary termination.

(h) Anonymous complaints shall not be used as the basis for an employee's reprimand, criticism or discipline.

Section 9:03 - Complaints Against Employee

(a) If an employee shall become the subject of a complaint:

- (1) Any discussion between the Administration and the employee regarding the allegation shall be conducted in a private setting;
- (2) Prior to any final action of a disciplinary nature being taken, a disciplinary conference shall be conducted between the administrator and the employee in accordance with the provisions of Article IX;
- (3) The Administration shall, at all times, proceed in a manner which assumes the innocence of the employee until such time as the allegation is supported by evidence to the contrary; and
- (4) At any disciplinary conference, the employee may be accompanied by a Federation representative.

(b) The Board shall defend and hold harmless any employee for actions fully within the course and proper scope of employment as is provided in La. R.S. 17.416.3 and 17.416.4.

(c) Complaints involving corporal punishment and/or moral offenses concerning students which become the subject of any disciplinary conference shall be reduced to writing with sufficient specificity to fully apprise the employee of the nature and substance of the allegations along with the identity of the person(s) making the allegations. A period of at least 72 hours will be allowed by the principal or administrator who called the disciplinary conference for the employee to prepare a response to the allegations. No decision regarding discipline will be made prior to expiration of the 72-hour period or prior to receipt of the employee's response, whichever occurs first.

(d) If the accusation(s) is (are) determined to be unfounded, all documents relating thereto shall be expunged from the files of the Board.

Section 9:04 - Public Reprimand Prohibited

The Board agrees that it is inappropriate to reprimand employees in the presence of other employees, students, parents or others. No employee shall be reprimanded in front of any parent, teacher, pupil or other person except within the context of a grievance or disciplinary hearing or disciplinary conference. It is also understood by the parties that the provisions of this Article will not apply to any "reprimand" delivered in public during the course of a public confrontation or disturbance created by an employee, when the employee has refused a directive to retreat for a private discussion.

Section 9:05 - Sexual Harassment

A sexual harassment complaint by an employee against another employee or against a supervisor shall be processed and resolved in accordance with the Board's policy on sexual harassment. In situations where the Superintendent determines that an employee has committed a serious violation of the sexual harassment policy, the parties agree that the Superintendent may transfer said employee involuntarily and that the involuntary transfer provisions of this Agreement may be superseded. However, the Board's sexual harassment policy shall not supersede the discipline or grievance and arbitration provisions of this Agreement which may be invoked by any employee disciplined or involuntarily transferred.

ARTICLE XI - EMPLOYEE EVALUATION

Section 11:01 - In General

Employees will be evaluated by the principal or by the supervisor(s) to which they are assigned. No member of the Bargaining Unit will evaluate another Bargaining Unit member.

Section 11:02 - Evaluation Forms

Evaluation forms will be prepared in triplicate: one (1) for the employee, one (1) for the principal or supervisor(s) to which he is assigned and one (1) for the Superintendent of Schools.

Section 11:03 - Discussion of Evaluation

Within five (5) working days of the official written evaluation of any employee, the evaluator shall provide a copy of the evaluation and meet with the employee to discuss the evaluation and to render constructive assistance.

Section 11:04 - Procedure to Rebut Evaluation

The parties subscribe to the principle that evaluation is not discipline. Nonetheless, employees shall be given the right to rebut or contest any evaluation deemed unfavorable through the grievance procedure established in the Agreement but the same shall not be arbitral.

ARTICLE XIII - VACANCIES AND TRANSFERS

Section 13:01 - Voluntary Transfers

(a) A voluntary transfer is the voluntary movement of an employee from one worksite or school to another worksite or school or from one department to another. Any member of the Bargaining Unit shall have the right to request a voluntary transfer.

(b) Any vacancy occurring at a school or department shall first be filled through the promotion or lateral reassignment of an employee assigned to that school or department who is interested in promotion or reassignment and who has the recommendation of his principal or

immediate supervisor. Any vacant position not filled in this manner, or any unfilled vacancy created as a result of filling a vacancy in this manner, shall be posted on the Federation bulletin board located in each building. A copy of the posting shall also be sent by mail to the Federation office.

(c) The posting shall indicate the requirements of the vacant position. Vacancy postings shall provide a minimum of seven (7) workdays prior to the deadline for application. Application forms will be made available at each worksite.

(d) Transfer requests shall be granted in filling posted vacancies to the applicant(s) possessing the greatest system-wide seniority, except as follows:

- (1) When the applicant does not possess the skill level required for the position;
- (2) When an applicant is not willing to accept special responsibilities required for the position as specified in the posting;
- (3) When the applicant has not completed his probationary period;
- (4) When the applicant is not deemed best able to meet the needs of the school or office where the posted vacancy exists; and/or
- (5) When the principal or supervisor deems it appropriate, based on the criteria numbered (1) through (4) above, to review the qualifications of new applicants prior to making his decision, in which case all qualified applicants will be considered before the position is filled.

(e) The principal/supervisor will then make a written recommendation to the Department of Human Resources.

(f) The principal/supervisor shall provide written reasons, on request of any unsuccessful applicant, through the Department of Human Resources, explaining the basis for the selection he made.

(g) An employee's transfer request may be withdrawn in writing any time prior to the applicant's acceptance of the position.

(h) The Board shall implement all voluntary transfers for which vacancies exist before implementing involuntary transfers. This does not preclude the Board from acting upon subsequent voluntary transfer requests as vacancies become available.

Section 13:02 - Involuntary Transfers

(a) An involuntary transfer is the involuntary movement of an employee from one school, worksite or department to another school, worksite or department. Involuntary transfers may occur for any of the following reasons:

- (1) When new buildings open;
- (2) When a facility is closed;
- (3) When there is a decline in student enrollment;
- (4) To staff new schools or programs;
- (5) To adjust for loss of classes or programs; or
- (6) To avoid reductions in force.

(b) Before involuntarily transferring any employee, voluntary transfer to a vacant position at another school or worksite will be offered to those whose transfer would make the involuntary transfer unnecessary. Anyone requesting a voluntary transfer may withdraw this request at any time prior to agreeing to accept a position. Those employees willing to transfer in order to avoid their own involuntary transfers or to avoid the involuntary transfer of another employee will have priority for unfilled vacancies over any other applicants.

(c) It is recognized that there might be more than one (1) employee willing to transfer; and, in such case, the vacant position will be awarded to the employee qualified for the position with the greatest system-wide seniority. If two (2) or more employees desire the vacant position and have equal system-wide seniority, the position will be awarded by lot.

(d) If involuntary transfer cannot be avoided by following the voluntary transfer provisions of this Section, employees will be chosen for involuntary transfer to positions for which they are qualified using the following criteria:

- (1) The employee(s) with the least building or worksite level seniority;
- (2) Where building level or worksite level seniority is equal, the employee(s) with the least system-wide seniority will be involuntarily transferred; and
- (3) Where building or worksite level seniority and system-wide seniority are equal, selection for involuntary transfer will be made by lot.

(e) Employees who are involuntarily transferred shall have the right to return to their school or worksite from which they were transferred in order of system-wide seniority, provided a permanent vacancy for which they are qualified occurs at their former schools or worksites prior to the first pupil attendance day of the school year following the school year in which their transfers took place. The parties understand, agree, and confirm the past practice that when more than one employee wishes to return and fill the same vacancy and the employees wishing to return have equal system-wide seniority, lots will be drawn to select the employee who receives the position. Employees interested in returning to their former schools or worksites shall notify the Department of Human Resources.

In accordance with past practice, where the need to reduce one or more positions in a program or department at a particular school or worksite results in the need to involuntarily transfer an employee, the affected employee will not have the right to the position held by another employee at that school or worksite who is not in the department or program, even though that position is held by an employee with less building or system-wide seniority.

(f) Where the entire student body of a school building or an entire grade, department or classification is moved en masse to another school building or split between schools, the employees affected shall be transferred to the new location or locations.

(g) Any employee who involuntarily transferred shall not again be involuntarily transferred for a period of two (2) school years.

(h) An employee may also be transferred involuntarily at the direction of the Superintendent when the Superintendent determines that special or exigent circumstances, or conflicts between employees, make it necessary to transfer one or more employees in the interest of security and safety. Any employee involuntarily transferred under this provision may grieve the transfer under the grievance and arbitration provisions of this Agreement. Before an involuntary transfer occurs under this provision, the provision of the just cause procedure, Article IX, shall be observed.

ARTICLE XIV - REDUCTION IN FORCE

Section 14:01 - In General

When conditions necessitate or require a reduction in force, such as the elimination, curtailment or reorganization of a curriculum, co-curriculum and/or extra-curriculum offering, program or school operation; the reorganization or consolidation of one or more schools or programs; the reduction in available funds for any program that results from a decline in enrollment; or the withdrawal or reduction in resources from federal, state or other sources, the Superintendent shall consider all viable alternatives to the layoff or termination of employees including projected attrition, retirement, expiration of temporary assignments, voluntary leaves of absence, reassignment, reclassification, reduction in work schedule and displacement and any recommendation made by the Federation. The Superintendent shall also bargain with the Federation over the potential impact of any reduction in force as allowed by law and consistent with the collective bargaining agreement between the Board and the Federation.

Section 14:02 – Board Notification of Reduction in Force

Prior to instituting any reduction in force, the Superintendent shall present his or her plan for the reduction in force at an official Board meeting.

Section 14:03 - Procedure for Implementation

In order to accomplish the reduction in force, the least effective employee within each layoff targeted subject area or area of certification shall be laid off first. The Superintendent shall proceed with the layoff of as many employees as necessary to accomplish the reduction by proceeding based on effectiveness rating until the number of employees to be laid off has been reached. In determining effectiveness, the Superintendent shall rely on the evaluation an employee receives as determined by its performance and evaluation policy.

In cases where two or more employees share the same effectiveness rating and less than all need be laid off to reach the number of layoffs required, the least senior employees shall be laid off first. When employees have equal seniority, selection for layoff shall be by lot.

Section 14: 04 - Notification of Layoff

No employee shall be laid off without first having been given at least 45 days' notice of layoff prior to its effective date. Notice shall be sent by certified mail, return receipt requested, to the employee's address, as it appears on School System records. It shall be the responsibility of each employee to see that his current address is on file. Notification sent to the address of an employee on file as specified herein shall be deemed adequate notification of layoff.

An employee notified of layoff may request a review of the decision by placing the request in writing and sending it to the Superintendent. The Superintendent shall consider the request and provide the employee with the results of the review. If the employee is dissatisfied with the results of the review, the employee may pursue the matter by filing a grievance.

Section 14:05 - Re-employment Rights

Employees receiving notification of layoff shall be eligible for recall or re-employment for three (3) years after being placed on layoff. No new positions will be filled until all qualified personnel on layoff have been recalled provided those on layoff are qualified for the positions needed. Recalls will be made by recalling the most senior person on layoff who is qualified for the existing vacancy.

Section 14: 06 - Recall Notices

The notice of recall shall be made by certified U. S. mail, return receipt requested, properly addressed to the last address given to the School System by the employee being recalled. If the employee being recalled fails to accept the position being offered, in writing, within 15 calendar days, if offered during the school year, or 30 calendar days, if offered during the summer recess, it will be considered that the employee has refused the recall offer thereby eliminating all re-employment rights of the employee.

Section 14:07 - Recall - Restoration of Seniority and Leave

An employee who is laid off and re-employed shall be reinstated with maximum credit for the time already served. An employee who is recalled after being laid off shall have restored to him all of the unused leave he had accrued on the effective date of the layoff.

Section 14:08 - Recall List

A recall list shall be provided to the Federation and shall be amended semiannually thereafter.

Section 14:09 - Maintenance of Group Health and Life Benefits

An employee on layoff remaining on the recall list will be permitted to maintain in full force any Group Health and Life Insurance benefits for which he is eligible under this Agreement and which the law will permit him to continue in effect provided that he makes satisfactory arrangements with the Department of Human Resources to pay the full cost or the full premium for such benefits in advance of its becoming due. "Full cost" or "full premium" means the entire amount needed to fund the employee benefit in question irrespective of whether part would ordinarily be paid by the employee and part paid by the Board.

Section 14:10 - Substitute Employment Preference

Employees on the recall list shall be entitled to preference for employment as day-by-day substitutes if requested in writing. Each school shall be given a list of employees awaiting recall who desire such employment.

ARTICLE XVII - WORKING CONDITIONS

Section 17:02 - Workday, Workweek and Fair Labor Standards Compliance (FLSA)

(a) Secretaries and clerks shall be scheduled for a seven (7) hour workday, inclusive of two (2) 15-minute breaks, but exclusive of a 30-minute duty-free lunch. Part-time secretaries and clerks shall work the schedule established by their principals or supervisors and shall receive one (1) 15-minute break.

(b) The total number of regular hours worked by secretaries and clerks shall not exceed 40 hours in any single workweek without the express permission of the Superintendent or designee. Any employee who believes or asserts that he or she is being required to work in excess of 40 hours in a single workweek shall report this directly to his or her principal and/or to the Department of Human Resources.

(c) In order to assure FLSA compliance, secretaries and clerks shall be required to sign in to work and sign out of work by electronic or mechanical means established by the Board. Signing in and out in this manner shall also apply in cases where secretaries and clerks receive a lunch break. Signing in and signing out will not be required for 15-minute breaks.

(d) Any hours worked by secretaries and clerks in excess of 40 in a single workweek shall be compensated in accordance with the FLSA by paying the secretary or clerk 1.5 x his or her regular rate, or, alternatively, by giving the employee compensatory time-off equal to 1.5 hours for each hour worked in excess of 40. The Superintendent shall decide whether to compensate overtime with extra pay or with compensatory time off.

(e) The parties understand and agree that the salary paid to full-time secretaries and clerks is based on a 40-hour week. Although they will be scheduled for a 35-hour week, there may be occasions when a secretary or clerk remains at work longer than his or her scheduled hours for a given day, in which case additional compensation need not be paid in order to comply with the FLSA.

Section 17:03 - Preservation of Confidences

All unit secretaries and clerks directed to perform confidential tasks by principals or supervisors will continue to do so, preserving confidentiality as required. The fact that these employees are not considered "confidential" employees for purposes of unit exclusion will not derogate from this job requirement in any manner whatsoever.

Section 17:04 - Student Discipline

Employees will not be required to administer discipline to students. It is understood that employees will be required to maintain order in their work areas and offices and to take reasonable action to curtail disruptions by students.

Section 17:06 – Facilities

- (a) Separate restrooms for adults and students shall be maintained at each school site.
- (b) A telephone will be made available for necessary calls during duty time in some appropriate area of the school.
- (c) Employees shall have access to employee lounges at their worksites.
- (d) When parking facilities are available for teachers in an existing school location, such facilities shall also be available to secretaries and clerks.
- (e) Telephone messages will be conveyed to employees. Emergency messages shall be conveyed immediately.

Section 17:11 - Responsibility/Damage to School Property

An employee shall not be monetarily responsible for damage caused as a result of his lack of knowledge in performing his assigned duties provided such damage is not the result of a willful or intentional act.

Section 17:12 - Work Year

The regular work year for secretarial and clerical employees will be as follows:

- 10-month employees.....200 days
- 11-month employees.....220 days
- 12-month employees.....261-263 days*

*Depends on dates on which holidays fall

Section 17:14 - Call Out Compensation

- (a) Twelve-month employees who receive holiday pay for school holidays listed in the Agreement (e.g. New Year’s Day, Martin Luther King Day) and who are called out to their worksite to perform work on such holidays will be paid double time for all time worked in addition to their holiday pay.
- (b) Twelve-month employees who are not on duty and are called out to their worksite to perform work on a nonholiday (e.g. after regular working hours, weekends, scheduled day off) shall be compensated in accordance with the Fair Labor Standards Act, but shall be guaranteed a two (2) hour minimum.
- (c) All non twelve-month employees who are called out to their worksite to perform work at times outside of their regular schedules (e.g. after regular working hours, weekends, scheduled time off) shall be compensated in accordance with the Fair Labor Standards Act, but shall be guaranteed a two (2) hour minimum, except as follows: custodians responsible for turning off alarms, or other employees whose call out is part of their routine responsibilities shall be compensated in accordance with the Fair Labor Standards Act but shall not be guaranteed a minimum.

Section 17:15 – Orientation

New employees shall be apprised of personnel policies upon their hire. Newly hired or promoted employees shall be oriented into their duties on the job by their supervisor(s) or co-employees. Time spent in on-the-job orientation will be considered part of the regular workday.

Instructions and work assignments given to employees regarding their duties will be given during the regular workday.

Section 17:18 - Teacher Absences and Substitutes

- (a) Employees will not be required to receive telephone calls at home regarding staff absences.

(b) Employees will not be required to secure substitutes for absent teachers outside of their workday.

Section 17:20 - Video Display Terminals

The Board will conform to all federal or state laws and regulations that may become effective during the term of this Agreement.

Section 17:21 - Promotions and Advancement

(a) No employee will be transferred, demoted or terminated as a direct result of the promotion of an administrator or the transfer of an administrator from one worksite to another.

(b) Promotions will be considered and determined in the same manner as voluntary transfers in accordance with the provisions of Article XIII, Section 13:01 of this Agreement.

(c) Employees who apply for promotion to a vacant position will be considered under Section 13:01 prior to outside applicants being considered and/or hired.

Section 17:22 - Health and Safety

(a) While it is the responsibility of employees to assure the safety and well-being of students, the Board shall require no action to be taken which clearly endangers the health or safety of employees.

(b) The Board shall provide for fingerprinting of new employees as required by law. This shall be at no cost to the employee. The Board shall pay all expenses for the fingerprinting procedures.

(c) Employees shall not be required to open buildings for public use or for business hours or close them to public use at the end of the business day, with the exception of employees assigned to any Board office or building where they are required to report prior to other employees or depart after other employees.

Section 17:23 - Compensation for Special Training

If an employee is required to undertake special or additional training in order to become qualified to perform new or additional duties added to his job description, the Board will provide such training at its expense.

Section 17:26 - Professional Development

The Board will conduct at least one beginning of the year seminar for all new members of the Bargaining Unit to assist them in the efficient execution of their duties.

Section 17:27 - Reimbursement for Purchases

Employees will be reimbursed for all receipted office supplies they have been directed by their supervisor to purchase.

Section 17:28 - Employee Training

Employees shall be trained to perform duties which are new to them. Training shall take place during regular working hours. If not, employees will be compensated for training time spent outside of regular working hours.

Section 17:33 - Professional Growth

The Board shall provide workshops and seminars to train employees in new technology which employees are required to learn for the performance of their job duties. Employees shall be reimbursed reasonable and customary travel expenses in accordance with Board policy when required by the Board to attend out-of-parish workshops and seminars.

ARTICLE XVIII - COMPENSATED LEAVE TIME

Section 18:03 - Absences Due to Accident or Injury on Duty

(a) Employees shall receive, in accordance with law, those benefits to which they are entitled in accordance with Louisiana Revised Statute 17:1206.1, as amended from time to time while employed by the Board.

(b) Employees injured on duty shall report the injury immediately to the principal or appropriate administrator who shall promptly provide the injured employee with all appropriate forms and information.

ARTICLE XIX - LEAVE WITHOUT PAY

Section 19:03 - Temporary Disability Leave

A temporary disability shall be considered hereunder as any disabling medical condition which precludes an employee from performing the duties of his job position for a temporary period of time.

An employee who is or expects to be temporarily disabled must notify the Department of Human Resources and his school principal or supervisor in writing. Notice must be given at the earliest possible date after an employee becomes aware of the disability.

An employee anticipating a temporary disability, but not yet on leave, shall be permitted to continue employment provided the employee's physician certifies that the employee is physically capable of performing his regular employment duties. The employee must also submit a physician's certificate indicating the date the disability has commenced and certifying that the employee will be temporarily unable to work.

An employee temporarily disabled must submit written verification to the School Board every six (6) weeks of the continued existence of the temporary disability. Verification shall include certification from the employee's attending physician that the employee is temporarily unable to return to work along with a current diagnosis, treatment plan, and a projected return-to-work date. Failure to provide this information may result in denial of leave or extension of leave without pay. Any question regarding whether the claimed disability is bona fide will be resolved by a Board appointed physician who shall examine the employee and render a report on his findings.

Employees shall apply unused sick leave and may use vacation time, if needed, toward any temporary disabilities, commencing with the first day of absence from work until such time that accumulated sick leave days and any used earned vacation days are exhausted. Employees whose temporary disabilities are longer in duration than six (6) consecutive working days and who exhaust all of their accumulated sick leave days and any of their used earned vacation days, and whose continuing disabilities are not being compensated under Section 18:03 of this Agreement shall be granted a temporary disability leave without pay for the duration of their temporary disabilities, but not to exceed one (1) year.

This Section does not apply in any respect to employees who are permanently disabled. Additionally, if an employee's disability becomes permanent in nature, even though the employee's disability commenced as a temporary one, this Section will no longer apply to that employee.

Employees are to return to official duties at the termination of their temporary disability and to submit a physician's statement certifying satisfactory physical condition upon returning to duty.

At the conclusion of an employee's disability leave, the employee will be returned to the same position at the same school site as soon as is practicable.

ARTICLE XX - SALARY, SUPPLEMENTS AND REIMBURSEMENTS

Section 20:04 - Step Increases

The Board will study the feasibility of adjusting salary schedules during the term of this Agreement so that all employees have the same number of Step increases. The Federation agrees that the Board, at its discretion, may implement a plan to accomplish this.

Section 20:05 - Experience Credit - Salary Scale

(a) Credit will be given for prior experience as a secretary or clerk in Louisiana public and non-public schools and accredited, out-of-state public schools.

(b) All partial years of service shall be combined to determine allowable credit, i.e., two one-half years of experience will only result in one year of allowable credit.