

Federation Recommendations for Handbook Items

Note: It was determined that these items made more sense in a handbook. We have never had issues with any of them. The Federation can still choose to intervene in any dispute involving any of these items once they are in the handbook but only for members.

Common to All

Section 22:01 - 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 22:02 – Accrual of Seniority 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 22:02 - Accrual of Seniority

A. Full-time employees shall accrue seniority commensurate with and equal to their uninterrupted service. Full-time employees on layoff (refer to reduction in force in the applicable bargaining unit section of CBA) or on compensated leave shall continue to accrue seniority. Full-time employees on authorized leave without pay will not continue to accrue seniority but shall not lose the existing seniority held prior to the period of their authorized leave of absence without pay unless otherwise stated in other provisions of this agreement. 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.

Section 22:03 - 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 (refer to reduction in force in the applicable bargaining unit section of CBA) 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 7:02 Leave Without Pay

1. 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., and Board Policy GBRIBA.
- 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.

2. Military Leave

- A. 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.
- B. While serving in the armed forces, the employee shall continue to accrue seniority under the provisions of this Agreement. The Superintendent may transfer the employee to a position of comparable status and salary if, in the opinion of the Superintendent, such action is beneficial to the System as a whole.

3. Poll Official's Leave

- A. 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.

4. Public Service Leave

Upon written application to the Superintendent, an employee elected or serving on a local, state, or national public board may be allowed to attend regular meetings without loss of pay or benefits as stated in Louisiana Revised Statute 17:81.

4. 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 or designee, 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 or designee must be in writing on a proper application form as provided by the Department of Human Resources and submitted to the Superintendent or designee 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 or designee, 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. If the employee chooses not to pay the full cost of the insurance, he will be allowed to retain his position on the insurance vesting schedule.
- 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 or designee in writing that they do not intend to return to the School System. Employees who do not notify the Superintendent or designee 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 designee. Such leave may be rescinded at any time if the Superintendent determines that the employee is working in another School System or in another job if the first day of employment of that job is post the leave request date.
 - F. Employees must be employed for one year to be eligible for leave.
 - G. Requests for leave without pay for elective surgery or elective procedures not deemed as a medical emergency by a physician shall not be granted during the school year.
5. Temporary Disability Leave
- A. 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.
 - B. 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.
 - C. An employee anticipating a temporary disability, but not yet on leave, shall be permitted to continue employment provided the employee's clinician certifies that the employee is physically capable of performing his regular employment duties with or without reasonable accommodations. Human Resources will also allow the employee to work on light duty when possible. The employee must also submit a clinician's certificate indicating the date the disability has commenced and certifying that the employee will be temporarily unable to work.
 - D. 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 clinician 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 clinician who shall examine the employee and render a report on his findings.
 - E. 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 13:05 – Special Leave of Absence (Provisions Common to All Employees) may be granted a temporary disability leave without pay for the duration of their temporary disabilities, but not to exceed one (1) year.
 - F. 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.
 - G. Employees are to return to official duties at the termination of their temporary disabilities and to submit a statement certifying satisfactory physical condition upon returning to duty.
 - H. 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.
6. 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 Superintendent and only if the Superintendent determines that the exchange furthers the best educational interest of the school(s) and/or worksites affected.
7. 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.

Section 9:05 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 9:07 Dispensing Medicine/Medical Procedures/Supplies

1. 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 and Bulletin 135.
2. 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 and Bulletin 135.
3. Employees whose routine duties require the use of protective medical equipment or supplies shall be provided such equipment and supplies without charge.

Section 9:16 Identification Badges

1. All employees shall be required to wear their School ID/Access Control Badge at all times while on School Board property.
2. Employees shall not be required to purchase their initial School ID/Access Control Badge.
3. Employees shall be required to pay \$5.00 for a replacement School ID/Access control badge if lost. The tags give access to STPPS buildings therefore lost tags shall be reported immediately to the employee's immediate supervisor.

Section 9:18 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.

Teachers and Certificated

Section 7:11 - Fund-raising Coordinating Committee

1. 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.
2. 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 non-instructional time.