

AGREEMENT

Between the

ST. TAMMANY FEDERATION OF TEACHERS

AND SCHOOL EMPLOYEES

and the

ST. TAMMANY PARISH SCHOOL BOARD

• • • •

BUS OWNERS/OPERATORS

AND BUS ATTENDANTS

INTRODUCTORY

St. Tammany Federation of Teachers and School Employees

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EFFECTIVE

AUGUST 9, 2007 THROUGH JUNE 30, 2011

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- Irma Vitrano ..... Treasurer
- Traci Beaucoudray ..... Parliamentarian
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**TABLE OF CONTENTS**

	<b><u>Page</u></b>
<b>ARTICLE I - GENERAL DEFINITIONS .....</b>	<b>9</b>
<b>ARTICLE II - RECOGNITION .....</b>	<b>9</b>
Section 2:01 - General Recognition .....	9
Section 2:02 - Change of Position Title .....	9
Section 2:03 - Exclusive Nature of Recognition .....	9
Section 2:04 - Accretions to the Bargaining Unit .....	10
Section 2:05 - Bargaining Information .....	10
Section 2:06 - Decertification .....	10
<b>ARTICLE III - NEGOTIATIONS .....</b>	<b>10</b>
Section 3:01 - Release Time.....	10
Section 3:02 - Scheduling.....	10
<b>ARTICLE IV - FEDERATION RIGHTS .....</b>	<b>11</b>
Section 4:01 - In General.....	11
Section 4:02 - School Visitation .....	11
Section 4:03 - Orientation .....	11
Section 4:04 - Distribution of Materials .....	11
Section 4:05 - Federation Bulletin Boards .....	11
Section 4:06 - Internal Mail Service .....	11
Section 4:07 - Use of Facilities .....	12
Section 4:08 - Notice of Board Meetings .....	12
Section 4:09 - Dues Deduction and Indemnification .....	12
Section 4:10 - Board Appearances - Collective Bargaining Issues .....	13
Section 4:11 - Representation on Committees .....	13
Section 4:12 - Notice of Changes in General Employment Policies.....	13
Section 4:13 - Leave for Federation Business.....	13
Section 4:14 - Recognition at Board Meetings.....	13
Section 4:15 - Matters of Mutual Concern.....	13
Section 4:16 - E-Mail.....	13
Section 4:17 - Distribution of Materials - Mailboxes .....	14
Section 4:18 - Paraprofessionals and School-related Personnel Recognition .....	14
Section 4:19 - New Employees List .....	14
Section 4:20 - Employee Informational Sheet.....	14
Section 4:21 - Printouts and Labels.....	14
<b>ARTICLE V - MANAGEMENT RIGHTS .....</b>	<b>14</b>
<b>ARTICLE VI - INFORMAL COMPLAINTS AND CONFERENCE PROCEDURE .....</b>	<b>14</b>
<b>ARTICLE VII - NO STRIKES, NO LOCKOUTS .....</b>	<b>15</b>
<b>ARTICLE VIII - GRIEVANCE AND ARBITRATION PROCEDURE .....</b>	<b>15</b>
Section 8:01 - Statement of Cooperation .....	15
Section 8:02 - Definition of Grievance .....	15
Section 8:03 - General Provisions .....	15

Section 8:04 - Grievance Step I - Superintendent's Level .....	17
Section 8:05 - Grievance Step II - Board Level .....	17
Section 8:06 - Grievance Step III - Arbitration .....	17
<b>ARTICLE IX - DISCIPLINE .....</b>	<b>18</b>
Section 9:01 - No Discipline Except with Just Cause .....	18
Section 9:02 - Just Cause Procedure .....	18
Section 9:03 - Complaints Against Employee .....	19
Section 9:04 - Public Reprimand Prohibited .....	19
Section 9:05 - Sexual Harassment.....	19
<b>ARTICLE X - PERSONNEL FILES .....</b>	<b>20</b>
Section 10:01 - Definitions.....	20
Section 10:02 - Procedures for Filing Materials.....	20
Section 10:03 - Right to Respond to Materials in File .....	20
Section 10:04 - Rebuttal and Response Procedure .....	20
Section 10:05 - Right to Examine File .....	21
Section 10:06 - Right to Copy File.....	21
Section 10:07 - Anonymous Letters .....	21
Section 10:08 - Dated Material .....	21
<b>ARTICLE XI - EMPLOYEE EVALUATION .....</b>	<b>21</b>
Section 11:01 - In General .....	21
Section 11:02 - Evaluation Forms .....	21
Section 11:03 - Discussion of Evaluation .....	21
Section 11:04 - Procedure to Rebut Evaluation.....	21
<b>ARTICLE XII - SENIORITY .....</b>	<b>22</b>
Section 12:01 - In General .....	22
Section 12:02 - Seniority List .....	22
Section 12:03 - Loss of Seniority .....	22
Section 12:04 - Accrual of Seniority .....	22
Section 12:05 - Noncertificated - Years of Service .....	22
<b>ARTICLE XIII - VACANCIES AND TRANSFERS .....</b>	<b>22</b>
Section 13:01 - Voluntary Transfers.....	22
Section 13:02 - Involuntary Transfers .....	23
<b>ARTICLE XIV - REDUCTION IN FORCE .....</b>	<b>24</b>
Section 14:01 - In General .....	24
Section 14:02 - Reduction in Force Procedure Definitions .....	24
Section 14:03 - Alternatives and Impact Bargaining .....	24
Section 14:04 - Specific Board Approval Required .....	24
Section 14:05 - Procedure for Implementation .....	24
Section 14:06 - Notification of Layoff .....	25
Section 14:07 - Re-employment Rights .....	25
Section 14:08 - Recall Notices .....	25
Section 14:09 - Recall - Restoration of Seniority and Leave.....	25
Section 14:10 - Recall List .....	25
Section 14:11 - Maintenance of Group Health and Life Benefits .....	25
Section 14:12 - Substitute Employment Preference .....	25

<b>ARTICLE XV - FAIR PRACTICES</b> .....	25
<b>ARTICLE XVI - SUBCONTRACTING</b> .....	25
<b>ARTICLE XVII - WORKING CONDITIONS</b> .....	26
Section 17:01 - Personal Tasks .....	26
Section 17:02 - Transportation of Students .....	26
Section 17:03 - Facilities .....	26
Section 17:04 - Assault and Battery .....	26
Section 17:05 - Employee's Children - School Attendance .....	26
Section 17:06 - General Medical Examination.....	27
Section 17:07 - Activity Passes .....	27
Section 17:08 - Responsibility/Damage to School Property .....	27
Section 17:09 - Workday .....	27
Section 17:10 - Work Year .....	27
Section 17:11 - Student Discipline .....	27
Section 17:12 - Orientation.....	27
Section 17:13 - School Calendar .....	27
Section 17:14 - Health and Safety .....	28
Section 17:15 - Reporting Absences and Substitutes .....	29
Section 17:16 - Tenure .....	29
Section 17:17 - Special Education Students/Absent Parent or Guardian .....	29
Section 17:18 - Bus Owners/Operators and Attendants/Meeting Place .....	29
Section 17:19 - Employee Assistance/Federal Requirements .....	29
Section 17:20 - New Driver Training .....	30
Section 17:21 - Summer School .....	30
Section 17:22 - Employment Screening/No Cost to Employee.....	30
Section 17:23 - Dispensing Medicine/Medical Procedures/Supplies .....	30
Section 17:24 - Additional Safety Inspections .....	31
Section 17:25 - Employee Training .....	31
Section 17:26 - Identification Badges.....	31
Section 17:27 - Dental Insurance - Payroll Deduction .....	31
Section 17:28 - CPR Training .....	31
Section 17:29 - Recording Devices .....	31
Section 17:30 - Inservice Training .....	31
Section 17:31 - Participation in State Instructional Program .....	31
Section 17:32 - Notification of Citations and Arrests .....	31
<b>ARTICLE XVIII - COMPENSATED LEAVE TIME</b> .....	31
Section 18:01 - Sick and/or Emergency Leave .....	31
Section 18:02 - Personal Leave .....	32
Section 18:03 - Absences Due to Accident or Injury on Duty .....	32
Section 18:04 - Judicial Proceedings Leave .....	32
Section 18:05 - Court Proceedings and Attendance .....	33
Section 18:06 - Disaster Leave .....	33
Section 18:07 - Leave/Loss of Pay - Building Closure .....	33
Section 18:08 - Leave for Military Reserve Call Out.....	33
Section 18:09 - Extended Sick Leave .....	33
<b>ARTICLE XIX - LEAVE WITHOUT PAY</b> .....	33
Section 19:01 - Military Leave .....	33

Section 19:02 - Public Service Leave .....	34
Section 19:03 - Temporary Disability Leave .....	34
Section 19:04 - Special Leave of Absence .....	34
Section 19:05 - Special Leave Without Pay for Federation Service .....	35
Section 19:06 - Poll Officials' Leave .....	35
Section 19:07 - Family Leave .....	35
<b>ARTICLE XX - SALARY, SUPPLEMENTS AND REIMBURSEMENTS .....</b>	<b>36</b>
Section 20:01 - Salary Provisions.....	36
Section 20:02 - Paychecks .....	36
Section 20:03 - Operational Expenses .....	37
Section 20:04 - Travel Expenses .....	37
Section 20:05 - Step Increases .....	37
Section 20:06 - Experience Credit - Salary Scale .....	37
<b>ARTICLE XXI - FEDERATION HEALTH &amp; WELFARE FUND .....</b>	<b>37</b>
<b>ARTICLE XXII - GROUP HEALTH AND LIFE INSURANCE BENEFITS .....</b>	<b>38</b>
Section 22:01 - Group Health Insurance for Full-Time Employees.....	38
Section 22:02 - Group Health Insurance for Part-Time Employees .....	38
<b>ARTICLE XXIII - SICK LEAVE BANK .....</b>	<b>38</b>
Section 23:01 - Eligibility to Participate .....	38
Section 23:02 - Donated Days Irretrievable .....	39
Section 23:03 - Eligibility and Limitations Regarding to Drawing from the Bank.....	39
Section 23:04 - Application Procedure.....	39
Section 23:05 - Limitation on Withdrawals.....	39
Section 23:06 - Termination of Bank .....	39
Section 23:07 - Governing Administrators.....	39
Section 23:08 - Indemnification .....	40
<b>ARTICLE XXIV - SYSTEM WIDE CATASTROPHE .....</b>	<b>40</b>
<b>ARTICLE XXV - CRITICAL SHORTAGE .....</b>	<b>40</b>
<b>ARTICLE XXVI - LOSS OF PERSONAL PROPERTY .....</b>	<b>40</b>
<b>ARTICLE XXVII - DURATION OF AGREEMENT .....</b>	<b>41</b>
<b>ARTICLE XXVIII - GENERAL PROVISIONS .....</b>	<b>41</b>
Section 28:01 - Savings Clause .....	41
Section 28:02 - Agreement Amendments.....	41
Section 28:03 - Complete Understanding.....	41
Section 28:04 - Form of Printed Agreement.....	41
Section 28:05 - Distribution to New Employees .....	41
Section 28:06 - Cost of Printing .....	42
Section 28:07 - Federation of Identification .....	42
Section 28:08 - Successorship .....	42

**APPENDIX A - SALARY SCHEDULE - BUS OWNERS/OPERATORS AND BUS ATTENDANTS.....43**  
Bus Owners/Operators and Bus Attendants Salary Schedule 2007-2008.....44



## **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 and School Employees 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.

**Director of Transportation** 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 2:01 - 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.

### **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 competing 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 school bus owner/operator or bus attendant 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 May 1, 2011, any employee or employees covered by the Paraprofessional, Maintenance, Secretaries and Clerks, School Food Service Technicians, Custodial Employees or Bus Owners/Operators and Attendants Agreements (hereinafter “support employees” for purposes of this Section) may petition the Board for a secret ballot election during which a simple majority of all support employees voting in a common, support employee election 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% of all support employees 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 members of the support employees, 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, 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 for this Agreement are mutually scheduled during regular school hours, the Federation bargaining team, not to exceed three (3) employees in number, shall be released without loss of pay or benefits.

Substitutes shall be required for released employees when appropriate to ensure that the normal duties of the employees are performed.

**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 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 supervisor or administrator in charge of the location, or his 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 their job responsibilities and duties. 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, the Federation President 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 in Bargaining Unit members' mailboxes. 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 work site.

### **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 manager at least three (3) calendar days notice of a request to use the facility or at least one (1) calendar day of 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;
- (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;
- (5) 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; and
- (6) 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 session, 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 30-day pay period prior to the completion of any annual payment. 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 Agreement 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) 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**

In the event the Federation desires to send representatives to annual Federation local, state or national conferences, a maximum of two (2) representatives shall be excused for any single annual conference, without loss of pay or benefits, but with the cost of any substitute required to be borne by the Board, provided that no two (2) reps will be absent from the same worksite at the same time. No employee shall be excused more than four (4) working days for any single annual local, state or national conference. 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 four (4) employee workdays each school year, and no single employee may be absent on such leave more than four (4) workdays.

**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 - Distribution of Materials - Mailboxes**

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

**Section 4:18 - 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 4:19 - 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.

**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, hire, 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 or supervisor. No principal or supervisor 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.

Nonetheless, if an employee requests an informal conference with his principal or supervisor 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 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 or supervisor.

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 employees 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 prompt and orderly 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 an 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. Also, the parties understand and agree that the grievance process is an in-house, administrative process and that no party, whether the Federation, the Board or an individual, may be represented by an attorney.

(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) 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.

(n) 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.

(o) 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.

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

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

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

(s) 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.

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

(u) 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 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 an 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 of La. R.S. 17:492 in the case of nontenured bus owners/operators, by observance of the provisions of La. R.S. 17:493 in the case of tenured bus owners/operators. Just cause and due process shall be governed and satisfied in the case of bus attendants by observance of the provisions of La. R.S. 17:81.5 which shall hereafter consist of the steps outlined in Section 9:02 following which an employee shall have the right to a hearing before the Board with any appeal therefrom directed to the District Court.

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 Assistant Superintendent 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, demotion or dismissal of an employee, the administrator 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) Employees 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 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 this Article;
- (3) The administrator 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) Complaints involving 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 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.

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

(d) The Board shall defend and hold harmless any employee for actions fully within the course and proper scope of employment in any civil suit for damages. This obligation shall not extend to the defense or indemnity of any employee whose actions or omissions, upon which a suit is based, were willful, malicious, intentional or criminal in nature.

#### **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, employee, pupil or other person except within the context of a grievance or disciplinary hearing or disciplinary conference or in the context of counseling the employee with regard to his duties. 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 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 or files which contain 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 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 quadruplicate: one (1) for the employee, one (1) for the Director of Transportation, one (1) for the principal in charge of the school 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 arbitrable.

## **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. 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. Participation in DROP will not constitute loss of seniority.

### **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.

### **Section 12:04 - Accrual of Seniority**

Employees shall accrue seniority commensurate with and equal to their uninterrupted service. Employees on layoff or on compensated leave shall continue to accrue seniority. 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. 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 full-time management or administrative positions.

### **Section 12:05 - Noncertificated - Years of Service**

An employee's years of service in the School System shall be carried with the employee if the employee transfers from a noncertificated position to another noncertificated position. The sole intent of this provision is to allow the transferring employee advancement on the salary schedule. The years of service carried forward shall not be calculated in determining an employee's seniority in his new position for purposes of promotion, reduction in force, bidding on vacancies or for any other purpose.

## **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 by mail 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 as specified in the posting; and/or
- (3) Special needs of the route or of the students routinely transported on that route.

(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 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 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.

(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.

### **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) If the necessary reduction cannot be met through the process of transferring displaced employees to vacant routes of their choosing and for which they are qualified, reductions will be accomplished by transferring employees in inverse order of system-wide seniority, provided those remaining are qualified for the position.

(c) 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 a reduction in force, the following priorities and procedures shall be used to accomplish the reduction in force. All possible alternatives to the layoff of employees will be considered prior to implementation of any reduction in force.

### **Section 14:02 - Reduction in Force Procedure Definitions**

**Reassignment** means the act of transferring an employee from one position to another position at the same pay level and with the same general duties and authority.

**Reclassification** means the process of transferring an employee from his current position to a position with greater or lesser authority and with a greater or equal rate of compensation.

**Reduction in work schedule** means the act of reducing the amount of employment time established for a position and the pro rata share of compensation pursuant thereto.

**Displacement** means the act of removing an employee from any particular assignment for a period not to exceed 90 calendar days and placing the employee in a status where benefits are suspended and the employee is awaiting reassignment, reclassification or termination.

**Termination** means the involuntary separation of an employee from employment. The nonreappointment of an employee on a specified term appointment is not a termination.

### **Section 14:03 - Alternatives and Impact Bargaining**

Prior to any reduction in force, 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.

Having considered such alternatives and the Superintendent's recommendation, the Board shall decide whether a reduction is required and the extent of the reduction in the School District's work force for any one or more of the following reasons:

- (1) Elimination, curtailment or reorganization of a curriculum, co-curriculum and/or extracurriculum offering, program or school operation;
- (2) Reorganization or consolidation of one or more schools or programs;
- (3) Reduction in available funds for any program that results from a decline in enrollment; and
- (4) The withdrawal or reduction in resources from federal, state or other sources.

The Board shall bargain with the Federation over the impact of such a reduction prior to any implementation.

### **Section 14:04 - Specific Board Approval Required**

The Board shall only approve a reduction in force at an official Board meeting during which the reason for the reduction is given. At this meeting, the Board shall receive the Superintendent's recommendation and render its decision.

### **Section 14:05 - Procedure for Implementation**

If the alternatives to a district-wide reduction in force as specified in Section 14:03 are insufficient in the opinion of the Board, the Board shall make the first layoffs from amongst personnel who are employed as temporary replacements. If further reductions in force are necessary, the Board will then consider layoffs among regular or permanent personnel. Any layoffs ordered by the Board shall be in inverse order of seniority, providing the employees remaining are fully qualified for the positions needed. When employees have equal seniority and qualification, selection for layoff shall be by lot.



**Section 14:06 - 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.

**Section 14:07 - 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 an existing vacancy.

**Section 14:08 - 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 Board 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 14:09 - 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 14:10 - Recall List**

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

**Section 14:11 - 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 it 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 14:12 - 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 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 routine, daily duties of any member of the Bargaining Unit on their regular assigned routes without the prior written Agreement of the

Federation provided Bargaining Unit members are at all times willing and able to perform these duties.

## **ARTICLE XVII - WORKING CONDITIONS**

### **Section 17:01 - Personal Tasks**

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

### **Section 17:02 - Transportation of Students**

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

### **Section 17:03 - 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 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 17:04 - 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 17:05 - 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 17:06 - 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 17:07 - Activity Passes**

Employees shall continue to 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 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 plus 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 17:13 - School Calendar**

(a) A school calendar shall be developed 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) Two parents appointed by the Superintendent; and
- (16) One bus attendant appointed by the Federation.

No later than March 1st of each school year this Committee shall develop one (1) 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 each school year. The school calendar accepted by a majority of the System employees shall be implemented for the following school year.

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

(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.

#### **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 - Employee Assistance/Federal Requirements**

Prior to the start of the 2001-2002 school year, the Superintendent will appoint three (3) administrators and the Federation will appoint three (3) individuals to a special committee that will work to formulate a substance abuse and testing procedure that meets all requirements of

federal law and regulations in connection with the operation of school buses. The Committee will make its recommendation to the Superintendent by June 1, 2002. The Superintendent will then present the work of the Committee along with his recommendation to the Board.

**Section 17:20 - 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 17:21 - 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 shall be hand-delivered to a Transportation Department office (either Covington or Slidell) or sent by U.S. Mail.

Applications to drive Summer School Special Education (ESYP), LEAP 21 and 21st Century Community Learning Center routes shall be on an appropriate form provided by the Transportation Department and submitted to the Director of Transportation by May 1st of each school 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 17:21.1 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 in St. Tammany Parish 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 accord with present practice.

**Section 17:22 - 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 17:23 - 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 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 17:24 - 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 17:25 - 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 17:26 - Identification Badges**

Employees shall not be required to purchase school identification tags.

**Section 17:27 - Dental Insurance - Payroll Deduction**

Employees who are required to pay a monthly dental premium may have that premium deducted from their paychecks. In order to have this premium deducted, an employee must sign a Board approved authorization form which will be provided by the Federation.

**Section 17:28 - CPR Training**

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

**Section 17:29 - Recording Devices**

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

**Section 17:30 - Inservice Training**

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

**Section 17:31 - 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.

**Section 17:32 - 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 prior to assuming regular duty. The fact that an employee makes such a report will not, in and of itself, be cause for discipline.

**ARTICLE XVIII - COMPENSATED LEAVE TIME**

**Section 18:01 - Sick and/or Emergency Leave**

Each employee hired and who reports for duty and actually performs work shall be entitled to ten (10) days of leave time for each fiscal year, 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 year.

Employees who are hired and report after the beginning of the fiscal 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 fiscal year.

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) 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.

Bus owners/operators will receive normal operational expenses/mileage whenever a substitute is serving in their places and operating the driver-owned buses.

#### **Section 18:02 - Personal Leave**

Each employee shall be allowed to use up to three (3) days of his sick and/or emergency leave earned each fiscal 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 18:03 - Absences Due to Accident or Injury on Duty**

(a) Any employee who is injured or disabled while acting in his official capacity as a result of an assault or battery by any student or by any other person shall receive leave without reduction in pay and paid leave days as may be accrued under Section 18:01 while disabled as a result of such assault and battery. Such employee shall be required to present a certificate from a physician certifying such injury and disability.

(b) Any employee who, while acting in his official capacity, is injured or disabled as a result of physical contact with a student while providing physical assistance to a student to prevent danger or risk of injury to the student or others shall receive sick leave for a period up to 90 days without reduction in pay and without reduction in accrued sick leave days while injured or disabled as a result of rendering such assistance. Such employee shall be required to present a certificate from a physician certifying such injury or disability. Nothing in this subsection shall prohibit the Board from extending this period beyond 90 days.

(c) The leave authorized by subsections (a) and (b) shall be in addition to all other sick leave provided for by this Agreement provided that additional sick leave earned during the period of disability as a result of such assault and battery shall not be accumulated from year to year, nor shall such additional sick leave be compensated for at death or retirement or compensated for in any other manner except as authorized in this Section.

(d) Any employee who is injured or disabled while acting in his official capacity, but not as the result of an assault or battery, shall be entitled to weekly wage benefits under the Workers' Compensation Law of the State of Louisiana. At his option, he may take paid leave accrued under Section 18:01 of this Agreement in addition to or instead of workers' compensation or he may supplement workers' compensation with his paid leave. In no event shall workers' compensation benefits as supplemented by paid leave exceed the total amount of regular salary the employee was receiving at the time the injury or disability occurred. In any case in which an employee supplements workers' compensation with paid leave accrued under Section 18:01 of this Agreement, the amount of leave used shall be calculated on an hourly basis.

(e) Any employee entitled to special leave under this Section shall also be entitled to medical benefits as may be provided under Workers' Compensation Law.

(f) 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 on the different payment options for workers' compensation.

#### **Section 18:04 - 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 building supervisor 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 his building supervisor, 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 18:05 - 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 18:06 - Disaster Leave**

If a disaster shall occur or be imminently threatened compelling the Superintendent to close a building and to direct employees assigned to such building, in whole or part, to leave the premises, the employees directed to leave shall not suffer any loss of pay or benefits.

**Section 18:07 - Leave/Loss of Pay - Building Closure**

An employee who has prearranged or is on continuing personal or sick leave shall not lose pay for leave time if his building is closed and he would have been otherwise released from duty.

**Section 18:08 - 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 18:09 - Extended Sick Leave**

Certified employees and Bus Operators shall be entitled to extended sick leave as provided by La. R.S. 17:1202 as presently enacted and as may be amended by the legislature from time to time.

**ARTICLE XIX - LEAVE WITHOUT PAY**

**Section 19:01 - 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 Assistant Superintendent 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 19:02 - 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 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. 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 then earned 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 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 all of their 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.

If an employee's disability concludes within 90 days, the employee will be returned to the same position at the same school site as soon as is practicable. If an employee's disability lasts longer than 90 days, the employee will be given consideration to return to the same position. The Department of Human Resources and the employee will discuss the availability of the position and the most appropriate time to return from inactive status.

### **Section 19:04 - 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 Board 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) A special leave of absence without pay not to exceed 20 consecutive working days may be authorized by the Superintendent. If such leave is granted by the Superintendent, it shall not affect any accrued sick leave which the applicant may have acquired prior thereto. 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. Upon return from a special leave without pay, the employee shall be returned to the school and assignment from which the leave was taken.

(c) Granting or denying of any request for special leave without pay shall be within the sole discretion of the Board in the case of a leave in excess of 20 consecutive working days and within the sole discretion of the Superintendent in the case of a leave of less than 20 consecutive working days. The granting or withholding of any request for special leave shall be nonprecedential with respect to any other application. Upon return from a special leave without pay, the employee shall be assigned to a position comparable to the one held prior to his departure for leave.

(d) If the request for leave without pay is granted by the Board, 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.

(e) 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.

(f) 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 Board determines that the employee is working in another school system or if rescision is in the best interest of the St. Tammany Parish School System for any other reason.

**Section 19:05 - 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 19:06 - 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 notification to his supervisor. Such leave shall be without pay.

**Section 19:07 - Family Leave**

(a) An employee may obtain a leave of absence without pay for a period not to exceed 12 weeks in any work year pursuant to the Family Leave Act. Leave will be granted for any of the

following reasons: birth of a child and child care; placement of a child for adoption or foster care; to care for an employee's seriously ill spouse, child or parent; or because of serious health condition which makes the employee unable to perform his or her job functions. The legal provisions of the Family Leave Act will be observed in connection with such leaves.

(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.

## **ARTICLE XX - SALARY, SUPPLEMENTS AND REIMBURSEMENTS**

### **Section 20:01 - Salary Provisions**

(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 2007-2008 Base Salary is set forth in Appendix A. Appendix A reflects a \$1,000 increase from the State and a \$1,000 "Local" pay increase from the Board, for a total increase in Base Salary of \$2,000.

(c) The 2008-2009 "Local" Base Salary Increase will be \$1,000.

(d) The 2009-2010 "Local" Base Salary Increase will be \$1,000.

(e) The 2010-2011 "Local" Base Salary Increase will be \$1,000.

(f) Any State pay increases committed during the term of this Agreement shall be included in the Base Salary increases. Any special State requirements or qualifications for such increases must be satisfied as a condition of the increases.

### **Section 20:02 - Paychecks**

(a) Depending upon the pay option an employee chooses, he shall be paid on the last day of the month or on the 15th and the last day of the month. Once an employee has chosen his pay option for the year, it may not be changed until the following year. Employees who receive their salaries over a ten (10) month period may select a ten (10) or twenty (20) paycheck option. Those who receive their salary over a 12-month period may select a 12- or 24-paycheck option. When an employee's payday falls on or during a weekend or a school holiday, the employee shall receive his paycheck on his last workday before the weekend or holiday.

Effective July 1, 2008, all employee paychecks will be direct deposited. No later than May 1, 2008, all employees must arrange for direct deposit of their checks through the Department of Human Resources. The Board will direct deposit checks in employees' accounts no later than the last day of each employee's pay period.

(b) The Administration will honor authorization from an absent employee to have someone pick up his paycheck.

(c) Deductions from paychecks shall be in as equal an amount as possible.

(d) Paychecks shall be placed in individual sealed envelopes identified with the employee's names.

(e) 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 20:03 - Operational Expenses**

Bus owners/operators who own their buses will be compensated in accordance with State guidelines for use of their buses while running their regular 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 for gasoline will be applied on or about the 15th day of each month and implemented during the following month.

**Section 20:04 - Travel Expenses**

Employees who are required to travel in their personal vehicles on school-related business for purposes of performing routine, officially required duties, not including any travel in their buses, shall be reimbursed at the rate of \$.40 a mile.

**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.

**ARTICLE XXI - 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 as follows: 2007-2008 contract year, \$660,000; 2008-2009 contract year, \$660,000; 2009-2010 contract year, \$660,000; and 2010-2011 contract year, \$660,000.

**ARTICLE XXII - GROUP HEALTH AND LIFE INSURANCE BENEFITS**

**Section 22:01 - Group Health Insurance for Full-Time Employees**

During the life of this Agreement, the Board will pay local group health contributions for full-time employees as follows:

Group Health Insurance	School Board's % Contribution Toward Premium	Employee's % Contribution Toward Premium
Employee only	92.14%	7.86%
Employee with children	77.85%	22.15%
Employee with spouse	77.85%	22.15%
Employee and family	78.33%	21.67%
Two employees with spouse	100%	0%
Two employees and family	98.85%	1.15%

**Section 22:02 - 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 XXIII - 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 23:01 - Eligibility to Participate**

(a) Only members of the sick leave bank shall 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, shall 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 23:02 - Donated Days Irretrievable**

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

**Section 23:03 - Eligibility and Limitations Relating to Drawing from the Bank**

Only those employees who have exhausted all sick leave, extended 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 and only for the following reasons and with the following limits:

(1) Nonelective 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 shall have the right to limit the number of days a participant shall withdraw based on the number of days in the Bank at any given time.

**Section 23:04 - 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 23:05 - Limitation on Withdrawals**

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 23:06 - 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 23:07 - 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 23:08 - 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 XXIV - 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 XXV - 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 XXVI - 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 XXVII - 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, 2011 (four-year Agreement).

Said Agreement shall also continue in full force and effect from 12:01 a.m. on the first day of July, 2011, 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 XXVIII - GENERAL PROVISIONS**

### **Section 28:01 - 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 28:02 - 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 28:03 - 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 28:04 - 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 28:05 - 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 28:06 - 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 28:07 - 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 28:08 - 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.

**APPENDIX A**  
**SALARY SCHEDULE**  
**BUS OWNERS/OPERATORS**  
**AND BUS ATTENDANTS**

**St. Tammany Parish School Board  
Salary Schedule - Bus Operators and Attendants  
Fiscal Year 2007-08**

Steps	Bus Operator B-02	Bus Attendant B-03
0	21,942	16,135
1	22,092	16,285
2	22,242	16,435
3	22,392	16,585
4	22,542	16,735
5	22,692	16,885
6	22,842	17,035
7	22,992	17,185
8	23,142	17,335
9	23,292	17,485
10	23,442	17,635
11	23,592	17,785
12	23,742	17,935
13	23,892	18,085
14	24,042	18,235
15	24,192	18,385
16	24,342	18,535
17	24,492	18,685
18	24,642	18,835
19	24,792	18,985
20	24,942	19,135
21	25,092	19,285
22	25,242	19,435
23	25,392	19,585
24	25,542	19,735
25	25,692	19,885
26	25,842	20,035
27	25,992	20,185
28	26,142	20,335
29	26,292	20,485
30	26,442	20,635
31	26,592	20,785
32	26,742	20,935
33	26,892	21,085
34	27,042	21,235
35	27,192	21,385
36	27,342	21,535
37	27,492	21,685
38	27,642	21,835
39	27,792	21,985
40	27,942	22,135