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84002a 1000 workers  
**United Teachers of New Orleans**

# UTNO OPSB

**Orleans Parish School Board**



Article 33	Professional Growth and Development Center.....	76
Article 34	Form Verification.....	76
Article 35	Duration.....	77
Appendix A	Classified Salary Schedules.....	78
Appendix B	Unsafe Conditions.....	80

**ARTICLES OF AGREEMENT**

THIS AGREEMENT is made and entered into on July 1, 2003 by and between ORLEANS PARISH SCHOOL BOARD, hereinafter referred to as the "BOARD", and the UNITED TEACHERS OF NEW ORLEANS, hereinafter referred to as the "UNION":

**ARTICLE 1  
RECOGNITION**

**1:1 REPRESENTATION UNIT**

For the purpose of negotiating terms and conditions of employment, but not inherent management policy, the BOARD recognizes the UNION as the sole and exclusive representative for regular, full-time clerical or secretarial employees in the following position: Assistant Secretary, Secretary, Secretary I, Secretary II, School Based Manager, Accounting Clerk II, Accounting Clerk III, Accounting Clerk IV, Senior Accounting Clerk, Magnetic Keyboard Operator I, Magnetic Keyboard Operator II, Magnetic Keyboard Operator III, Data Control I, Data Control II, Data Analyst I, Warehouse Clerk, Transportation Clerk, Printshop Clerk, Purchasing Clerk, Staff Developer for Parental Involvement, Switch Board Operator, Textbook Clerk, UTNO Health and Welfare Fund and federally and externally funded clerical employees assigned to the above positions only for the period of such funding; however, excluding all clericals and secretarials classified as "executive and/or confidential" and all other employees.

1:2 Full-time as used in this policy shall be defined as a person employed twenty (20) or more hours a week in a classification included in the Bargaining Unit.

- 1:3 If during the life of this AGREEMENT, the BOARD should create a position with job responsibilities similar to those employment classifications included in the Bargaining Unit described in 1:1, such positions shall be included in the Bargaining Unit.
- 1:3.1 In the event there is a position title change for any job classification in the Bargaining Unit said positions shall remain part of the Bargaining Unit during the terms of this AGREEMENT.
- 1:4 The number of administrative executive and confidential non-Bargaining Unit clerical/secretary positions shall not exceed fifty (50) except by mutual AGREEMENT during the life of this AGREEMENT. The UNION shall be provided annually with a list containing the executive administrative and confidential positions and the departments to which they are assigned.

**ARTICLE 2  
UNION MAJORITY RIGHTS**

- 2:1 **UTNO BUILDING REPRESENTATIVES**
- 2:1.1 The UTNO Building Representative is recognized as the official representative of the UNION at each work location.
- 2:1.2 **PROFESSIONAL DEVELOPMENT**
- 2:1.3 The BOARD and the UNION agree upon the needs of members of the Bargaining Unit to understand the provisions of the contract. To facilitate this understanding, each administrative clerical Building Representative and six (6) school clericals selected by the UNION shall be permitted to attend one (1) day of UNION in-service training

each semester without loss of pay or deduction from sick/emergency or personal leave, during work hours. Written requests seeking permission to attend such UNION in-service training shall be presented to the Employee Relations Office by the UNION at least ten (10) work days in advance of such training date. The UNION shall endeavor to hold this in-service on any Friday following the thirtieth (30th) school day.

2:2 **SUPERINTENDENT'S BULLETIN**

- 2:2.1 The **Superintendent's** Bulletin and all position announcements in the Bulletin shall be available in the teacher's lounge. The BOARD shall make the **Superintendent's** Bulletin available to members of the unit assigned to non-public schools. Information concerning all position announcements in the Bulletin shall be available in the Department of Human Resources and on the NOPS Web Site.

2:3 **COPIES OF AGREEMENT**

- 2:3.1 Not later than two (2) days after ratification of the AGREEMENT by the BOARD and the UNION, the UNION shall provide the BOARD with a typed and proofed copy of the AGREEMENT. The UNION shall make arrangements to have the AGREEMENT printed. The BOARD and the UNION shall equally share the cost of printing the AGREEMENT. Sufficient copies of the AGREEMENT will be printed for the Bargaining Unit and the total Administrative Staff. The UNION shall distribute the printed AGREEMENT to all Bargaining Unit members and the BOARD shall distribute copies to members of the unit hired after the initial distribution. The BOARD shall maintain a printed copy of the AGREEMENT at each school and administrative office.

2:3.2 The BOARD agrees to furnish each new and reengaged employee within the negotiating unit upon his/her hiring, a copy of the AGREEMENT.

2:4 **ACCESS TO UNIT MEMBERS  
MAILBOXES/ BULLETIN BOARD**

There shall be a mailbox designated for the UNION Building Representative at each of the administrative sites. Official representatives of the UNION shall have the right to distribute UNION materials, newsletters and notices to members of the unit, provided such UNION activity takes place only during non-duty hours of the employees involved. As a matter of courtesy, a copy of all such materials shall be given to the site administrator and to the Employee Relations Office at the time it is distributed.

2:4.1 The BOARD shall provide the UNION with one (1) bulletin board at each work site in a place normally accessible to members of the unit. The bulletin board shall be of a size sufficient for the posting of normal-sized notices and materials relating to the UNION. Such bulletin boards shall be reserved solely for UNION materials.

2:5 Representatives of UTNO shall have the right to schedule meetings at work sites prior to the start of the work day, after the close of the work day or during the duty-free lunch periods of members of the unit.

2:5.1 Request for space in which to hold such meetings shall be made by a designated UNION representative to the Administrator twenty-four (24) or more hours prior to the scheduled time except if the UNION representative in writing declares that because of an emergency he/she is requesting the waiver of the twenty-four (24) hour notice. Providing such meeting shall in no way interfere

with the operations of the work site and if space is available, approval shall not be withheld.

2:5.2 If a representative of the UNION desires to visit a work site for the purpose of conferring with a member of the Unit during the normal hours of operation, such representative shall first report to the Administrator and sign the visitors' register. Such conference may take place if the conference will not interrupt a unit member's assignment.

2:6 **EXCLUSIVITY**

2:6.1 Except as changed by 2:7.1, the UNION shall be the only collective bargaining organization which seeks to represent clericals to have the following exclusive rights during the term of this AGREEMENT;

- (a) Utilize the intra-school bulk mail deliveries.
- (b) Have access to the individual mailboxes for notices and bulletins not delivered through the United States Postal Service.
- (c) Post official notices and memoranda on the work site bulletin board.
- (d) Receive a copy of the School BOARD's Meeting agenda prior to public dissemination.
- (e) Requesting leaves for the purpose of serving a collective bargaining organization.
- (f) Represent secretaries/clericals during grievances.
- (g) Make presentation at the New Clericals Orientation program.

2:7 **CANCELLATIONS OF EXCLUSIVITY**

2:7.1 In the event of decertification proceedings, or if another organization establishes the right under BOARD policy, State or Federal Law to challenge

the representation status of the UNION , paragraphs 2:6.1A through 2:6.1G are null and void for the thirty (30) day period to the date of such election.

2:8 **AGENDA, MINUTES OF BOARD MEETINGS**

2:8.1 A copy of the agenda shall be made available to the UNION one work day prior to any public BOARD meeting.

2:8.2 The UNION shall have the right to speak at any public BOARD meeting on any issue which is scheduled for BOARD action prior to such action.

2:8.3 The UNION shall be provided with a copy of the official minutes of each BOARD meeting the day following action of the BOARD approving the minutes.

2:9 **CLERICAL LIST, ETC.**

2:9.1 On the last work day of each month, the BOARD shall provide the UNION with a Bargaining Unit membership report on **CD-ROM, E-Mail**, computer tape or 3 1/2 diskette, at the UNION 's discretion, and two (2) computer printouts (one alphabetical, one by work location) of members of the unit. The report shall contain the following information for each member of the Bargaining Unit: name, address, home telephone number, last date of hire, job classification, grade and/or subjects currently teaching, areas of certification, social security number, and work location as well as identifying members of the unit for whom UNION dues are deducted and those members who participate in the school district's group hospitalization programs. The report shall also indicate the members of the Bargaining Unit who are on approved leave.

2:9.2 Upon request, the BOARD shall provide the

UNION not more than two (2) times during the school year, a list of members of the Bargaining Unit by seniority within job classification. The format for the list for each of the clerical job classifications shall be in alphabetical order by school/work location with the names of the Bargaining Unit members in each of the categories alphabetized. At the discretion of the UNION , this information shall be provided on either computer printout, 3 1/2 diskette **E-mail** or **CD-ROM**.

2:9.3 On the last work day of each month, the BOARD shall provide the UNION with the information listed in 2:9.1 for each newly hired member of the unit and the name, social security number and work location of each member of the unit granted a leave and each member of the unit leaving the Bargaining Unit.

2:9.4 The UNION shall furnish the **Superintendent** or designee with a list of the current officers and Building Representatives of the UNION and shall notify the **Superintendent** or designee, in writing, of any changes in the list at the time of election or appointment of any new officers or Building Representatives.

2:10 **PAYROLL DEDUCTION OF DUES**

2:10.1 The BOARD, during the life of this AGREEMENT, will deduct from the pay of each employee covered by this AGREEMENT the UNION 's annual membership dues provided that at the time of such deduction there is in the possession of the BOARD an existing written authorization executed by the employee validly in effect at the time of such deduction. Authorizations by employees for deduction of the UNION 's annual membership dues shall remain in force from year to year unless revoked by the employee in writing to the United Teachers of New Orleans during June of each fiscal year.

In the event the BOARD does not immediately begin deduction of UTNO dues, upon presentation by the UNION of a completed UTNO member registration form, the BOARD will deduct a sufficient amount of dues over the employee's remaining pay periods to cover an amount equal to the total collectible dues for the entire period membership was in effect, upon notification and authorization from affected member.

2:10.2 The BOARD, during the life of this AGREEMENT, will deduct from the pay of each employee covered by this AGREEMENT, the UNION's annual political action contribution provided that at the time of such deduction there is in the possession of the BOARD an existing written authorization executed by the employee validly in effect at the time of such deduction. Authorization by employees for deduction of the UNION's annual political action contributions shall remain in force from year to year unless revoked by the employee in writing to the United Teachers of New Orleans during June of each fiscal year.

2:10.3 Such deductions shall be in twenty (20) bi-weekly installments. The BOARD shall transmit to the UNION all such dues collected on a bi-weekly basis. The BOARD shall provide an alphabetical computer printout listing the employee's name, amount deducted and total deductions for the year to date. The BOARD shall provide a separate listing of additions, deletions and skips from the previous listing.

2:10.4 The UNION shall indemnify, defend and save the BOARD harmless against any and all claims, demands, suits, or other forms of liability that shall rise out of or by reason of action taken by the BOARD in reliance upon payroll deduction authorization cards submitted by the UNION to the

BOARD or by an individual member of this unit to the BOARD.

2:10.5 There shall be no payroll deduction for dues on behalf of members of the Bargaining Unit to any other labor organization other than the UNION which seeks to represent members of this unit for the purpose of collective bargaining.

2:10.6 With the exception of information needed for negotiations, the UNION will reimburse the BOARD for the reasonable cost of new computer programming requested by the UNION.

#### 2:10.7 **COPIES OF COMMUNICATION**

One (1) copy of special notices, bulletins and directives to members of the unit, not included in the **Superintendent's** or **Area Superintendent's** bulletins, will be supplied to the President of the UNION.

#### 2:11 **LEAVES FOR UNION SERVICE**

2:11.1 Upon a ten (10) day advance written request, a unit member shall be entitled to a leave of absence without pay to extend through the end of the school year for the purpose of conducting UNION business. Such leaves shall be granted on a full or one-half (1/2) day basis upon request. No more than **seven (7)** members of the unit shall be placed on such leaves at any one time.

2:11.2 Any member of the unit who is elected or appointed consistent with the provisions in 2:15 to a full-time position with UTNO or its National Affiliate will, upon proper application, be entitled to a one (1) year leave of absence without pay for the purpose of accepting the position. Such leave shall be renewed from year to year during the life of this contract upon written request. Upon return from such leave of absence, members of the unit shall

be placed on the step of the salary schedule they would have attained had they remained in service, and shall be returned to their former position or to its equivalent.

2:11.3 Leaves for the purpose of serving a collective bargaining organization shall not be granted to any other organization than the UNION.

2:12 **NEGOTIATIONS DURING WORKING HOURS**

2:12.1 When negotiations are mutually scheduled during the work day, the Administration agrees that no more than six (6) members of the UNION bargaining team selected by the UNION shall be released from their duties without loss of pay or benefits. Negotiations shall be scheduled during the work day only if negotiations are also carried out evenings and weekends.

2:13 **INFORMATION, STATISTICS ETC.**

2:13.1 Upon reasonable, written request to the Employee Relations Office, the BOARD shall provide the UNION with records and data necessary for it to adequately provide representation in contract negotiations or in processing a specific grievance. Such records and data will not include working papers, internal administrative communications or any tentative budget materials.

2:14 **SUPERINTENDENT MEETINGS**

2:14.1 The **Superintendent** or his designee shall meet with representatives of the UNION once per month, upon request of the UNION, at a mutually agreeable time to discuss matters of mutual concern. Such meetings shall not be utilized to resolve grievances. The agenda must be provided seven (7) days in advance.

2:15 Two (2) copies of the **Superintendent** or **Area**

**Superintendent** notices, bulletins, directives, or posting directed or distributed to members of the unit generally or to categories of members of the unit, or all members of the unit at one work location will be supplied to the president of the UNION.

2:15.1 The BOARD agrees to furnish each new and re-engaged employees within the Bargaining Unit upon his/her hiring a copy of the UTNO/OPSB Clerical AGREEMENT.

2:16 Upon request, the UNION shall be placed on the agenda for a twenty (20) minute presentation at the system-wide orientation conducted for newly hired members of the Bargaining Unit. UTNO shall be the only teacher organization allowed to make a presentation at this meeting and to distribute literature.

2:17 **AGENCY FEE**

2:17.1 The following Agency Shop provisions shall become effective in the event either the Louisiana Legislature enacts legislation which allows Agency Shop AGREEMENTs for public employees or upon the determination by the Supreme Court of the State of Louisiana that this Agency Shop provision is not in violation of existing Louisiana Law.

2:17.2 Membership in the UNION is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the UNION in keeping with the appropriate provisions of this AGREEMENT. Neither party shall coerce any employee with respect to membership.

2:17.3 Membership in the UNION is separate, apart, and distinct from the assumption of a financial obligation to the UNION for the services it provides. The UNION is required to fairly represent all of the

employees in the negotiating unit in the enforcement of this Contract without regard as to whether or not they are members of the UNION. The terms of this AGREEMENT have been executed by the employer after it has satisfied itself that the UNION is the choice of the majority of the employees in the negotiating unit. Accordingly, it is fair that each employee in the negotiating unit pay his/her own way and assume his/her fair share for the benefits contained in this AGREEMENT.

2:17.4 In accordance with the policy set forth under Sections 2:17.1, 2:17.2, and 2:17.3 of this Article, all employees shall as a condition of continued employment, pay to the UNION, the employees' exclusive negotiating representative, an amount of money equal to each employee's proportionate share of all lawful expenses which may be withheld as a service fee, including the UNION's cost for conducting negotiations and administering this negotiated AGREEMENT. In no event shall the amount paid by non-UNION members be equal to or exceed the amount paid by UNION members. Such payment shall be made on a bi-weekly basis and shall commence with the employees' first pay check. The BOARD shall deduct such amount from the salary of these employees and transmit it to the UNION through the regular payroll deduction procedures.

2:17.5 The UNION shall indemnify, and hold the employee harmless against any and all claims, demands, suits, and other forms of liability that shall rise out of or by reason of action taken or not taken by the employer for the purpose of complying with any of the provisions of this Article.

### ARTICLE 3 NON-DISCRIMINATION

3:1 Neither the BOARD nor the UNION shall discrim-

inate against any member of the unit on the basis of race, sex, creed, color, national origin, age, marital status, sexual orientation, disability, membership or non-membership in any employee organization, nor for the lawful exercise of constitutional rights.

### ARTICLE 4 VOLUNTARY TRANSFERS AND VACANCIES

4:1 Whenever an opening occurs during the school year in any existing job classification within the representation unit, a notice of such opening shall be published in the **Superintendent's Bulletin** and shall be posted on a bulletin board at **all Administrative Centers** at least five (5) work days before the deadline for submitting an application for the position.

4:1.1 Principals and department heads shall report all known vacancies at their respective work locations to the Human Resources Department as soon as possible. Vacancies must be included in the vacancy list and posted prior to being filled.

4:2 Unit members may apply for the opening in accordance with the notice.

4:3 Vacancies will be filled by the most seniored applicant except when a less seniored applicant is recommended by the receiving principal/supervisor. Such recommendation shall be for supportable cause and shall be provided in writing if requested by the applicant.

4:4 During the months when schools are closed, the BOARD shall post all unit vacancies/openings at Administrative sites as listed in Article 4:1. The notice to school clericals which contains information pertaining to the opening of school shall list current unit vacancies.

4:5 Any member of the unit shall have the right to request a voluntary transfer. Transfer request forms shall be available in the principal's or supervisor's office and/or the BOARD's Human Resources Department. Members of the unit shall submit one copy of the transfer form in triplicate to the principal or supervisor. The principal or supervisor shall sign it, and retain one copy. The employee shall forward the original to the Human Resources Department.

4:5.1 The BOARD shall provide the UNION with a list of clericals who have filed a transfer request as of June 30th for the coming school year. Supplemental lists will be provided for the months of July and August. The list shall indicate the vacancies for which the clerical applied and the number of years of seniority.

4:5.2 No later than August 25th the BOARD shall provide the UNION with a list of secretarial clericals who have been assigned to the vacancies as of August 15th. The list shall indicate the number of years of seniority each transferred secretary/clerical has.

**ARTICLE 5  
MANAGEMENT RIGHTS**

5:1 The BOARD, on its own behalf and on behalf of the taxpayers of the Parish, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Louisiana and of the United States.

5:2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the BOARD, the adopting of policies, rules, regulations and practice in furtherance thereof, and the

use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this AGREEMENT and then only to the extent such specific and express terms hereof are in conformity with the Constitution and laws of the State of Louisiana, and the Constitution and laws of the United States.

5:3 Nothing contained herein shall be construed to deny or restrict the BOARD of its rights, responsibilities, and authority under the Louisiana School Laws or any other national, state, parish, or local laws or regulations.

5:4 Nothing in this AGREEMENT which changes pre-existing BOARD policy, rules, or regulations shall operate retroactively unless expressly so stated. The parties agree that employees shall continue to serve under the direction of the **Superintendent** and in accordance with BOARD and administrative policies, rules and regulations provided that the provisions of this AGREEMENT shall supersede and prevail over any conflicting provisions.

5:5 It is understood that, by law, the BOARD is prohibited from waiving, delegating or abandoning any of its rights, powers or responsibilities established by law. Anything herein to the contrary notwithstanding, nothing contained in any section, subsection or paragraph of this AGREEMENT shall be interpreted, construed or implemented in any manner which would result in the BOARD's waiving, delegating or abandoning such rights, powers or responsibilities.

**ARTICLE 6  
PEACEFUL RESOLUTION OF DIFFERENCES**

6:1 The BOARD and the UNION recognize that with the establishment of a comprehensive grievance

procedure, the basic cause of work interruptions has been removed during the period of this AGREEMENT. The UNION agrees that, during the period of this AGREEMENT, it will not, nor will any person acting in its behalf, cause, authorize or support, or take part in any strike (i.e., the concerted failure to report for duty, or willful absence from his/her position, or stoppage of work or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) for any purpose or reason whatsoever.

6:2 The BOARD agrees that no lockouts of employees shall be instituted by the BOARD during the term of this AGREEMENT.

6:3 **Nothing in the school improvement section of ESEA, NCLB, shall be construed to alter or otherwise affect the rights, remedies and procedures afforded Bargaining Unit members under federal, state or local law, or under the terms of the Collective Bargaining AGREEMENT, memoranda of understanding, or other AGREEMENTS between the UNION and the BOARD.**

6:3.1 Upon request, the UNION shall promptly disavow in writing any "wildcat" strike by members of the unit and shall notify such strikers to return to work.

**ARTICLE 7  
GRIEVANCE PROCEDURE  
STATEMENT OF COOPERATION**

7:1 The BOARD and the UNION are committed to cooperatively resolve problems. The BOARD and the UNION agree that they will use their best efforts to encourage the fair and prompt settlement of disagreements which may arise under the terms and conditions of this AGREEMENT.

7:2

**DEFINITION**

For the purpose of this AGREEMENT, a grievance is defined as a dispute between the BOARD and the UNION or any employee covered hereby with respect to the alleged violation of a specific provision of this AGREEMENT, provided that the term "Grievance" shall not apply to: (a) any matter for which a method of review is prescribed by law; (b) any matter for which according to law is either beyond the scope of the BOARD's authority or limited to unilateral action by the BOARD alone; (c) a complaint of a non-tenured employee which arises by reason of his/her not being re-employed; or (d) a complaint by any unit member chosen by appointment or lack of appointment to, the retention in or lack of retention in, any position for which tenure is either not possible or not required.

7:3

Any member of the Bargaining Unit or the UNION shall have the right to have his/her grievance presented by the UNION as specified herein.

7:4

Only the employee directly affected by the alleged violation and/or the UTNO work Site Building Representative shall first take up the matter with his/her principal or supervisor in an attempt to resolve the matter informally at this level. The employee may not file a written grievance until after this informal conference.

7:5

**STEP 1 - PRINCIPAL/SUPERVISOR**

Any employee who believes he/she has a grievance shall set forth his/her grievance in writing within thirty (30) work days of the date of the occurrence of the events giving rise thereto or when the grievant should have reasonably been aware of the events given rise thereto and present or forward it signed to the principal/supervisor on an appropriate form **provided by the BOARD**,

or computer generated form, specifying: (a) the events giving rise to the claimed violation, the dates on which such events occurred and the contract clause violated, (b) the results of previous discussions, (c) the date and time of presentation of the grievance, (d) the remedy sought. The principal/supervisor shall convene a conference within ten (10) work days at which the grievant may choose to include the Building Representative. The grievant shall be given at least two (2) work days' notice of the conference. Within four (4) work days following the conference, the principal/supervisor shall communicate his/her decision to the grievant(s) and the UNION in writing.

A "work day" for the purpose of this Article shall include any day from Monday through Friday of each week, except declared holidays and those days when the Administrative Center is scheduled to be closed.

7:6

#### **STEP 2 - AREA SUPERINTENDENT/ ASSOCIATE SUPERINTENDENT**

In the event the grievance is not sustained and/or the remedy sought in the grievance is not granted, the grievant(s) may appeal the grievance to the **Area Superintendent/Associate Superintendent** not later than five (5) work days after receipt of the principal/supervisor's written decision. The appeal to the **Area Superintendent/Associate Superintendent** must be made in writing and signed by the grievant(s), restating the grievance and the remedy sought exactly as submitted to the principal/supervisor, at Step 1. The **Area Superintendent/Associate Superintendent** shall conduct a conference and shall render a decision no later than ten (10) work days after receipt of the grievance appeal. The **Area**

**Superintendent/Associate Superintendent** shall communicate his/her decision in writing to the grievant(s), to the principal/supervisor, and to the UNION. The grievant and his/her UNION representative shall be given at least two (2) work days notice and may have a representative of his/her choice at the conference. In the event a grievant amends a grievance on an appeal to the second step, by alleging therein different events giving rise to the alleged violation of the AGREEMENT and/or alleging additional specific provisions of the AGREEMENT as having been violated, the grievance shall be remanded to the principal/supervisor as a Step 1 grievance. The thirty (30) day time limit shall be waived.

7:7

#### **STEP 3 - SUPERINTENDENT**

In the event the grievance is not sustained and/or the remedy sought is not granted, the grievant(s) and the UNION may no later than five (5) work days after receipt of the **Area Superintendent/Associate Superintendent's** written decision, elect to appeal the grievance in accordance with the procedure enumerated in Article 7:7.1 (Arbitration Path) or Article 7:7.2 (School BOARD Path).

7:7.1

The grievant(s) and the UNION may elect to appeal the grievance to the **Superintendent** or his designee in writing, restating the grievance and the relief sought exactly as submitted to the **Area Superintendent/Associate Superintendent** in Step 2. All documents previously submitted in support of the grievance shall be submitted to the **Superintendent** with this appeal. The **Superintendent** or his/her designee shall conduct a conference and shall render a decision no later than fifteen (15) work days after receipt of the grievance. The grievant and his UNION represen-

tative shall be given at least two (2) work days' notice of the conference called by the **Superintendent** or his/her designee. The grievant may have a representative of his/her choice at the conference. If the grievant(s) and the UNION elect to appeal the grievance under 7:7.1, the grievant(s) and the UNION shall preserve all rights to appeal the grievance to arbitration under Article 7:8, but shall not be entitled to request a full hearing by the **Superintendent** and recommendation to the School BOARD under the "Policies, Regulations and By-Laws" manual.

or

7:7.2 **(School BOARD Path)**

The grievant(s) and the UNION may elect to appeal the grievance to the **Superintendent** for a full hearing and recommendation to the School BOARD for final disposition of the grievance in accordance with policies and procedures adopted by the BOARD contained in the BOARD's "Policies, Regulations and By-Laws" manual. If the grievant(s) and the UNION elect to appeal the grievance under this procedure, the appeal shall constitute a waiver of any right to file a Notice of Appeal to Arbitration under Article 7:8.

7:8 **STEP 4 - ARBITRATION**

In the event the grievance as presented in Step 3 under Article 7:7.1 is not sustained and/or the remedy sought is not granted, the grievance may be appealed to arbitration through the procedure hereinafter established. The grievant(s) and the UNION shall give to the BOARD their written and signed Notice of Appeal to Arbitration within ten (10) work days after the next meeting of UTNO's Executive Council subsequent to the grievant's receipt of the 3rd step answer. This Notice of

Appeal shall state the events giving rise to the claimed violation, time(s) at which such events occurred, the contract clause(s) violated and the remedy sought, all as alleged in the grievance.

The UNION shall send to the BOARD a copy of the Notice of Appeal which the UNION sends to the American Arbitration Association. Not later than ten (10) working days after receiving the copy of the Notice of Appeal, the BOARD shall advance to the American Arbitration Association one-half (1/2) of the administrative fee established by AAA rules. In the event the UNION subsequently withdraws the Notice of Appeal without a Compromise AGREEMENT, it shall reimburse the BOARD for the fees the BOARD has advanced to AAA for that appeal. The total cost of administrative fees shall be borne by the losing party.

7:8.1 Within thirty (30) work days after the BOARD's receipt of the Notice of Appeal to Arbitration, the BOARD will give its response thereto in writings stating whether or not it believes the grievance to be arbitrable. The response shall state the specific grounds and factual basis for its denial of arbitrability. In the event the BOARD fails to notify the UNION within this specified time line, the BOARD is precluded from raising the question of arbitrability at a later date. The BOARD shall be precluded from stating any grounds for its denial of arbitrability other than those stated in the initial denial of arbitrability. If the BOARD fails to respond within this specified time line, or if the BOARD responds but does not sustain the grievance and grant the remedy sought, the UNION shall transmit the Notice of Appeal to the American Arbitration Association, in order to institute the arbitrator selection process as provided for in 7:8.5 of this AGREEMENT.

- 7:8.2 In the event the BOARD asserts that the dispute contained in the request for arbitration is not arbitrable, the question of arbitrability shall be determined by the arbitrator to whom the grievance is assigned.
- 7:8.3 If a final judgment of an arbitrator has determined that a request raises arbitrable issues, the arbitrator's decision shall specify in reasonable detail the issues as to which arbitration is directed. The arbitration shall thereafter proceed only upon those issues and the arbitrator shall have no authority or jurisdiction to consider issues other than those specified.
- 7:8.4 At any time, either the BOARD or the UNION may request a conference to discuss the issues of arbitrability and to seek to resolve the differences between the parties.
- 7:8.5 Upon receipt of the Notice of Arbitration submitted by the UNION, the American Arbitration Association shall furnish a panel of five (5) capable arbitrators. Each party shall have the right to reject one (1) panel so submitted. The UNION and the BOARD shall each alternately strike two (2) names from the agreed panel and the remaining individual shall be the arbitrator. Either party may contact the other to schedule a date and time to engage in the arbitrator selection process. The date to select the arbitrator shall be scheduled within ten (10) days of the date the party is contacted. If a party fails to engage in the selection process within the ten (10) days, the other party shall have the right to select the arbitrator. The fees and the expenses of the arbitrator shall be borne by the losing party. Requested transcripts of the proceedings shall be paid for by the requesting party.
- 7:8.6 Nothing in this AGREEMENT shall be considered

to prohibit the BOARD and the UNION from mutually agreeing to select an arbitrator outside of the American Arbitration Association, or mutually agreeing to follow other rules and regulations for an individual arbitration.

- 7:8.7 Upon mutual AGREEMENT, the BOARD and the UNION may agree to submit a grievance to expedited arbitration by the American Arbitration Association, under the rules for expedited arbitration promulgated by the American Arbitration Association.
- 7:8.8 The BOARD and the UNION acknowledge the importance of processing grievances and arbitrations as rapidly as possible, and agree that the number of days shown shall be regarded as a maximum, and every effort shall be made by the BOARD and the UNION to expedite the process. Any time limit specified may be extended by mutual AGREEMENT of the BOARD and the UNION .
- 7:8.9 In the consideration of the decision of any questions involving arbitrability, it is the specific AGREEMENT of the parties that:
- (a) Except for memos of understanding signed and agreed upon by the parties, this AGREEMENT sets out expressly all the restrictions and obligations assumed by the respective parties hereto, and no implied restrictions or obligations are inherent in this AGREEMENT or were assumed by parties in entering into the AGREEMENT.
  - (b) In the consideration of whether a matter is subject to arbitration, a fundamental principle shall be that the BOARD retains all its rights to manage the school system, subject only to the express limitations set forth in this AGREEMENT; it is understood that the parties have not agreed to arbitrate demands

which challenge action taken by the BOARD in the exercise of any such retained rights, except where such challenge is based upon a violation of any express limitation set forth in this AGREEMENT.

- (c) No matter will be considered arbitrable unless it is found that the parties clearly agreed that the subject involved would be arbitrable in light of the principles of arbitrability set forth in this article and constitutes a grievance under the definition of a grievance set forth in 7:2, and no court or arbitrator shall, or may, proceed under any presumption that a request to arbitrate is arbitrable.

7:8.10 The decision of the arbitrator as set forth shall be restricted to a determination of whether or not there has been a violation of the AGREEMENT as alleged in the written grievance. He shall limit himself to the issues submitted to him in the grievance and shall have no authority in any case to add to, subtract from, or alter in any way any provision of this AGREEMENT. The decision of the arbitrator shall be binding.

7:8.11 The arbitrator shall issue his decision not later than thirty (30) work days from the date of the closing of the hearings or, if oral hearings have been waived, by mutual AGREEMENT, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.

7:8.12 All witnesses subpoenaed for arbitration hearings shall be excused for attendance without loss of any pay or accumulated days.

#### 7:9 MISCELLANEOUS

7:9.1 The UNION shall be the sole and exclusive

employee organization designated to represent grievants in the Bargaining Unit during the term of this AGREEMENT.

7:9.2 If the UNION determines that a violation of the AGREEMENT affects identified classes or groups of unit members, the UNION or one or more unit members so affected may grieve on behalf of all other unit members similarly affected, provided the names of such other unit members shall be listed in the grievance by the Step 3 appeal level. This type of grievance shall be filed at Step 2.

7:9.3 Failure to file or to appeal a grievance within the specified time limits shall constitute a waiver and settlement of the grievance.

7:9.4 Failure of a BOARD representative to give his/her written answer within the time limits provided at any step of the grievance procedure will automatically advance the grievance to the next step of the grievance procedure, provided there shall be no waiver of the written notification requirements of Step 4.

7:9.5 It is understood and agreed that nothing herein contained shall prevent the BOARD, the UNION or the grievant from agreeing to waive one or more steps of the grievance procedure or from agreeing to submit a grievance directly to arbitration.

7:9.6 Neither the BOARD nor the UNION shall subject any grievant or employees appearing on behalf of or in opposition to such a grievant to reprisals for participation in the grievance procedure. Should state law permit the grievant's papers shall not be filed in the employee's file.

7:9.7 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the BOARD until such

grievance and any effect thereof shall have been fully determined.

- 7:9.8 A request for arbitration can be honored only if the grievant or grievants and the UNION, waive the right, if any, in writing of said grievant or grievants and the UNION to submit the underlying dispute to any other administrative or judicial tribunal, except for the purpose of enforcing the arbitrator's award.
- 7:9.9 The UNION may tape record any 3rd Step hearing held pursuant to 7:7.1 to be used solely for any permissible purpose at any arbitration held on that grievance, under the following conditions: (a) the UNION gives to the **Superintendent's** designee written notice at least two (2) days in advance of the hearing that the UNION intends to tape record the hearing, (b) the UNION tape records the 3rd Step hearing in its entirety; and, (C) within two (2) work days following the hearing, the UNION furnishes to the **Superintendent's** designee a complete and exact reproduction of that hearing tape (or tapes).
- 7:9.10 The BOARD and the UNION agree to comply with any rules and regulations published by the American Arbitration Association, which govern the deadlines within which arbitrators and hearing dates are to be selected.

#### ARTICLE 8 INVOLUNTARY TRANSFERS

- 8:1 Involuntary transfers shall be made as necessary when new buildings open, when a facility is closed, when there is a decline in student enrollment, or to staff a program, or reasons of economy. Each member of the unit involuntarily transferred because of the aforementioned shall have

priority over voluntary applicants should a similar vacancy occur in his/her former job classification within nine (9) months of the involuntary transfer.

- 8:2 From time to time, when the best interest of the school system will be served, unit members may be transferred to another work location, but only for just cause. In such cases, the following procedure will be followed:
- 8:3 The principal/supervisor will fully explain in writing, to **Human Resources**, the reason for making the recommendation and provide a copy to the clerical employee. No recommendation may be made until the principal/supervisor has met with the clerical employee involved. Upon request, the clerical may be represented by the Building Representative at the meeting.
- 8:4 If a clerical employee has been recommended for transfer from a work location without just cause, the clerical may institute grievance proceedings at Step 2 of the Grievance Procedure.
- 8:5 Notification to an individual affected under this provision shall generally occur three (3) working days prior to effective date, unless an emergency situation prevails.
- 8:6 When a decision has been made to reduce (surplus) the number of clericals assigned in a particular job classification at a specific job site, the least senior clerical in that classification shall be surplus. The clerical identified to be surplus may remain by displacing the next least senior clerical in that job classification providing the following criteria are met:
1. He/she has been in that job classification for five (5) years.
  2. He/she has greater system-wide seniority.

- 8:7 A regular clerical shall not be involuntarily transferred/surplused as long as a temporary clerical is assigned to the same job classification.
- 8:7.1 Casual employees shall not be assigned to positions held by members of the Bargaining Unit in excess of three (3) consecutive months.
- 8:7.2 The BOARD shall not permanently fill vacancies or positions from which Bargaining Unit members have been surplused with casual or temporaries.
- 8:8 Any clerical affected by 8:1 at the end of the work year shall be subject to the provisions of Article 4 until August 1 of that work year. Effective August 2nd, clericals affected by 8:1 shall be assigned to existing vacancies in order of seniority. Clericals without assignments after existing vacancies are filled shall displace the least senioreed clerical in corresponding order in the job classification as was last assigned. In the event there is no clerical with less seniority in that job classification, then the surplused clerical shall defer to another job classification as was last assigned. In the event there is no clerical with less seniority in that job classification, then the surplused clerical shall defer to another job classification for which he/she is qualified. The surplused clerical shall be placed on the appropriate salary grade for that position.
- 8:9 **REDUCTION IN FORCE**
- 8:9.1 No regular clerical shall be laid off as long as a temporary clerical is assigned to that same job classification.
- 8:9.2 In keeping with appropriate law, the BOARD may effect the layoff of clericals in the event of economic hardship, substantial reduction in pupil enrollment or considerations related to alteration of the organizational structure.

- 8:9.3 In the event the determination is made by the BOARD that a layoff is necessary, clerical employees to be laid off shall be identified and informed of their impending layoff not less than twenty-one (21) calendar days prior to the effective date of layoff.
- 8:9.4 layoffs shall be carried out only after normal attrition of secretaries and clericals occur.
- 8:9.5 Within job classification, clericals shall be laid off in inverse order of seniority, unless the BOARD can demonstrate that a clerical of lesser seniority has had specialized training necessary for the performance of the job and the removal of such an individual shall detrimentally affect the operations of a program or department.
- 8:9.6 Clericals who are subjected to layoff shall be placed on a recall list for a period of two (2) years from the effective date of layoff. A layoff and recall list shall be provided to the UNION and amended monthly thereafter. If a clerical is laid off under this article, upon recall, such person shall retain such seniority that had been accrued as of the effective day of layoff. The period of layoff will not be counted for seniority purposes.
- 8:9.7 During the period of eligibility for recall, the clerical employee may, if he/she elects to do so, be assigned as a temporary or day-by-day substitute if needed and qualified.
- 8:9.8 No clerical position shall be filled by a new hire while an active recall list for that job classification is still in effect, except if the persons on such list are not qualified, and except if external funding regulations prohibit such actions.
- 8:9.9 When a vacancy occurs, it shall be filled by the person with the greatest seniority on the recall list in that job classification for the vacant position.

8:9.10 While on layoff, a unit member does not accrue service credit for the purpose of salary increments.

8:9.11 If a vacancy exists in any job classification where there is no unit member on layoff, the most senior qualified laid off clerical shall be given the opportunity to fill that position. (The recalled employee shall be placed on the appropriate step of the salary schedule for that position based on the Grade of the position and the seniority of the employee.) Unit members shall not lose their placement on recall list if they accept or do not accept a position to a lower job classification.

Failure of a unit member to accept and report to work within five (5) days after notification of recall to the same job classification from which they were laid off will result in the loss of the member's right to be rehired hereunder.

8:9.12 It is the responsibility of the employee on layoff to keep the BOARD informed of any change in address.

8:9.13 During the period of eligibility of recall the clerical may if he/she elects to do so, continue his/her insurance coverage set forth in Article 28 upon pre-payment of premiums by the clerical in a manner set forth by the Accounting Department.

#### **ARTICLE 9 SENIORITY**

9:1 Seniority is defined as a Bargaining Unit member's length of continuous service with the BOARD. It shall be determined by combining the number of years of system-wide seniority with the number of years the Bargaining Unit member has been assigned to his/her regular job classification in the school district then dividing the sum by two (2).

The resulting number shall indicate the number of years of clerical seniority when there is a need to surplus/layoff a clerical. Seniority credit shall not be granted for a leave of absence, other than sick leave, when such leave of absence is longer than six (6) consecutive calendar months.

9:2 Each calendar year, upon written request, the BOARD will furnish the UNION two seniority lists showing continuous active service of unit members. The names of new unit members and their dates of hire will be forwarded to the UNION monthly thereafter.

9:3 Seniority shall be the determining factor for identifying unit members in the same job classification who are to be declared surplus or laid off. When a unit member lacks sufficient seniority to be retained in his/her present job classification, the employee may displace the least senior employee in the last former job classification in which the employee was assigned providing the employee has more seniority than the employee being displaced.

Seniority for the employee doing the displacing shall be determined by the number of years the employee was assigned to both his/her current job classification and the last former job classification as a clerical.

9:4 A unit member's continuous service record shall be broken only by voluntary resignation, abandonment of position, discharge or retirement.

9:5 When seniority is equal between one or more unit members of the same job classification, seniority shall be judged according to school/division seniority, continuous service in job classification, in that order, until an inequity develops.

**ARTICLE 10  
WORKING CONDITIONS**

**10:1 WORK SCHEDULES**

- Seven (7) hours shall constitute the work day for all school clerical employees.
- 10:2 Seven and one-half hours (7 1/2 ) shall constitute the work day for all administrative clerical employees.
- 10:3 Clericals assigned to schools shall have a forty-five (45) minute, duty-free lunch period. Clericals assigned to administrative sites shall have a sixty (60) minute, duty-free lunch period.
- 10:4 Each member of the representation unit may take a mid-morning and mid-afternoon break daily, whenever this is determined feasible by the principal/department head. The breaks shall be for fifteen (15) minutes and scheduled by the principal/department head after consultation with the unit member. The break shall be considered as part of the unit member's paid work day.
- 10:5 During their duty-free lunch period, unit members assigned to schools may leave their schools after notifying the principal, except as non-regular or emergency duties may require. Such permission shall not be withheld on an arbitrary or capricious basis.
- 10:6 Administrators and unit members shall endeavor to work cooperatively toward an understanding of work assignments.
- 10:7 School clericals shall be encouraged, but not required, to attend Open House, PTA, Co-Op meetings, graduation or to act as chaperones at school functions.
- 10:8 The BOARD shall bear the reasonable and cus-

tomary expenses incurred for any medical examination which the BOARD may require as a condition of continued employment, or return from leave.

- 10:9 Job descriptions shall be developed that describe and define the duties and responsibilities for each clerical job classification. Copies of job descriptions shall be made available to members of the representation unit upon request.
- 10:10 School clericals shall not be assigned supervision of regular classroom activities.
- 10:11 When disruptive behavior infringes upon the unit member's productivity, he/she shall advise the appropriate administrator.
- 10:12 All school/departments shall have at least one (1)-full-time secretary.
- 10:13 The BOARD shall take steps to insure the timely ordering, receipt, warehousing and distribution to schools of requisitioned textbooks, teaching equipment and office supplies.
- 10:14 In the event that emergencies cause the closing of individual schools and/or the entire school system and make-up days are required, the BOARD shall consult the UNION on the scheduling of the make up day(s).
- 10:15 EMPLOYEE ASSISTANCE PROGRAM**
- 10:15.1 The BOARD shall establish and maintain an Employee Assistance Program.**
- 10:15.2 Bargaining Unit members shall be allowed to have in their possession cellular phones. Cellular phones should not be used during instructional time, except in case of an emergency. Otherwise, phones shall remain in the off mode.**

**10:16 EMPLOYEE NUMBER**

The BOARD agrees that the Employee Number shall be the uniform way in which employees shall be identified. The employee Social Security Number shall be removed from sign-in sheets, reports, employee payroll checks and other BOARD Reports and forms which are available for public viewing, excluding reports mandated by state and federal agencies.

**ARTICLE 11  
DISCIPLINE AND DISCHARGE**

- 11:1 No member of the Bargaining Unit shall be disciplined, given a written reprimand or discharged except for just and sufficient cause. Discipline is defined as the imposition of a sanction which results in a demonstrable loss or damage to a Bargaining Unit member and shall include notices of verbal warnings, or verbal reprimands reduced to writing, written warnings and written reprimands, suspensions, discharge or dismissal.
- 11:1.2 No Bargaining Unit member who has been accused of an offense shall be suspended from active service, or placed on administrative leave, or transferred to another worksite pending discipline review unless there is a reasonable basis to support a conclusion that his/her continued presence at the worksite presents a danger to the safety of students or staff and/or cause disruption to the educational environment.**
- 11:2 If disciplinary action is taken against a member of the Bargaining Unit, such person shall be given written notice for such disciplinary action.
- 11:3 If a member of the Bargaining Unit is given a writ-

ten reprimand or discharged, such person shall be given written reason(s) for such action.

- 11:4 A member of the UNION called to a conference with an Executive Director shall, upon request, be afforded an opportunity to confer with and be represented by the UNION .
- 11:4.1 No Bargaining Unit member shall have his/her employment adversely affected without sufficient probable cause. **A member of the UNION shall** have an opportunity to confer with and be represented by the UNION .
- 11:5 The discharge of a member of the Bargaining Unit with less than three (3) years of service in the system shall not be subject to the arbitration provision of the grievance procedure included in this AGREEMENT.
- 11:6 All situations involving removal of a clerical with tenure shall be in accordance with the requirements of the applicable laws of the State of Louisiana and shall not be subject to the arbitration provision of the grievance procedure included in this AGREEMENT.
- 11:7 A member of the Bargaining Unit with more than three (3) years of service who is subject to discharge for reasons such as incompetence, willful neglect of duty, etc., and who is not eligible for tenure under the Laws of the State of Louisiana, shall be afforded an opportunity for hearing, as provided below, before the Orleans Parish School BOARD, which hearing may be private or public at the option of the member. The opportunity for such a hearing shall be exercised in accordance with the following procedures: When the **Superintendent** or his designee gives written notification of the **Superintendent's** intention to recommend to the BOARD that such member be

discharged, such member may request a hearing on the recommended discharge, within ten (10) calendar days from the date of the notice. If the **Superintendent** has not received such a request within the time allowed, the affected member is subject to discharge without any further opportunity for a hearing before the BOARD. The discharge of any member who is not eligible for tenure shall not be subject to the grievance procedure provided for in this AGREEMENT.

## **ARTICLE 12 PERSONNEL FILES**

- 12:1 The official personnel files for each member of the Bargaining Unit shall be maintained in the Central Administration Office.
- 12:2 Clericals shall be permitted to reproduce, at their own expense, materials in their Central Administrative files.
- 12:3 Upon reasonable notice and under reasonable circumstances, unit members shall have the right to inspect non-confidential materials in their files. Unit members may submit appropriate material to be included in their personnel office files and may also prepare and insert a written response to any materials contained in either file.
- 12:3.1 Any rebuttal and response to a document placed in a school employee's personnel file shall be filed by the school employee within fifteen (15) school days from the date on which the school employee signs the document acknowledging its receipt. An employee shall be entitled to one extension of another fifteen (15) days to file a grievance.
- 12:4 Anonymous letters shall not be included in any clerical's personnel files.

- 12:5 A member of the Bargaining Unit shall be provided a copy of any materials that will be placed in his/her personnel file which reflects adversely upon the employee's competency, skill or other professional attributes. The employee shall sign a copy of the material to be placed in the file acknowledging receipt of same. The employee's signature shall not be construed as agreeing with the contents of the material. If the employee refuses to sign a copy of the material, the principal/supervisor shall note that fact on the document, sign the document, obtain the signature of a witness to the refusal of the employee, file the document and provide a copy to the employee.

The following language shall be affixed to any document and/or letter to be placed in an employee's personnel file: "My signature shall not be construed as agreeing or disagreeing with the contents of the material, but rather acknowledging receipt of the material."

- 12:6 Each clerical shall have the right to have removed from his/her personnel file, all derogatory material on the third anniversary of its inclusion or thereafter, provided no similar derogatory information has been placed therein in the intervening years.
- 12:7 The UNION must first secure written permission from an employee before the Human Resources Department may release to the UNION information from the employee's personnel file.

## **ARTICLE 13 HEALTH AND SAFETY**

- 13:1 The BOARD shall endeavor to maintain healthy and safe conditions at each work location.
- 13:1.1 The BOARD shall provide for the safety and protection of all members of the Bargaining Unit at all

work locations. When employees' safety is placed in jeopardy, the BOARD shall give immediate attention to addressing the situations giving rise to the threat to safety.

13:1.2 The UNION and the BOARD shall establish a joint committee comprised of ten (10) members, five appointed by the UNION and five appointed by the BOARD, which shall meet on a regular basis to discuss and consider appropriate means of resolving health and safety issues.

**13:1.3 Nothing herein shall preclude a determination by an employee to respond to a perceived threat by contacting the police or other authorities, or to pursue charges where warranted. The clericals shall advise the principal or designee before the police or other authorities are called.**

13:2 When conditions in a building are of such a clear and persistent nature that they threaten the safety and/or health of the occupants, in the judgement of the **Area Superintendent**, and he/she orders classes dismissed for that day, secretarial/clerical employees shall be released for the day of such occurrence. If the cause of the condition for dismissal of the school persists more than one day, members of the unit may be required to report the following days(s) to a suitable site as designated by the principal.

13:3 Every member of the Bargaining Unit is expected to exercise due care in the course of his/her work to prevent injuries.

13:4 Each employee shall:

1. Report all unsafe conditions to his/her supervisor on the appropriate form. (See Appendix B)

2. Report all accidents immediately to his/her supervisor on the appropriate form.

13:5 Water coolers shall be kept in working order. The BOARD shall seek sufficient funds to provide for the installation of an adequate number of water coolers to reasonably meet the needs of students and staff.

13:6 The principal is charged with the responsibility of maintaining security, safety and discipline in the school. To meet this responsibility, the principal or the principal's representative shall develop in collaboration with the UTNO Building Committee, a comprehensive safety plan, subject to the approval of the **Superintendent**.

13:6.1 The safety plan will be updated annually using the same collaborative process, and school profile data will be shared with the UTNO Building Committee.

#### **ARTICLE 14**

##### **IN-SERVICE AND ENRICHMENT PROGRAM**

14:1 Orientation materials/sessions will be provided for all newly hired employees.

##### **14:2 INTER-VISITATION**

Upon request, employees may be permitted inter-visitation privileges. Visitation privileges are subject to approval of their immediate supervisor/principal and supervisor/principal of the site to be visited.

#### **ARTICLE 15**

##### **JOB ASSIGNMENTS**

15:1 Clericals shall not be required to supervise students sent to the school office for disciplinary reasons.

15:2 Clericals shall not be required to issue lunch tickets/tokens to students.

15:3 Clericals shall not be required to administer first aid to an injured pupil.

**ARTICLE 16  
LEAVES**

**16:1 PERSONAL ILLNESS OR EMERGENCY**

16:1.1 All members of the Bargaining Unit who are initially hired for a school session shall be credited on the date of reporting for duty with ten (10) work days to be used for personal illness and/or emergency.

16:1.2 All members of the Bargaining Unit who are initially hired for less than a school session shall be credited with one (1) personal illness and/or emergency day for each twenty (20) work days remaining in the school session.

16:1.3 All members of the Bargaining Unit, upon the completion of their first full or partial school session who continue their employment, shall be credited with an additional ten (10) work days to be used for personal illness and/or emergency. All unused personal illness and/or emergency days shall accrue to the unused balance of the member of the Bargaining Unit's sick leave account without limit thereafter each year.

16:1.4 A. All employees who are hired for a fiscal year of twelve (12) months shall be credited on the date of reporting for duty with ten (10) work days to be used for personal illness and/or emergency. All unused personal illness and/or emergency days shall accrue to the unused balance of the member of the Bargaining Unit.

B. Employees whose work year is longer than a school session but less than year round and who continue their employment, shall be credited upon the completion of their first full or partial work year thereafter with ten (10) work days to be used for personal illness and/or emergency. All unused personal illness and/or emergency days shall accrue without limit to the unused sick leave account balance of the member of the Bargaining Unit.

**16:1.5 PROCEDURE FOR CHARGING ABSENCE**

16:1.6 A member of the Bargaining Unit who is absent because of personal illness and/or emergency is required to sign the Payroll Form and indicate the dates and cause of absence. In the event the member is not available to sign the Payroll Form, the principal or department supervisor shall enter the required information and sign for the absent member.

16:1.7 A. A member of the Bargaining Unit who is unable to perform his/her usual duties of employment because of disability caused by personal illness, injury, pregnancy, childbirth and related medical conditions is entitled to a sick leave of absence for the period of such disability.

B. A member who expects to be absent because of such disability for more than ten (10) consecutive work days shall give prior written notice on Form **P.D. 311361** to the Human Resources Department and a copy thereof to his/her principal/supervisor. When a member has reason to believe that he/she will become disabled the member shall submit a request for sick leave of absence along with a written statement from his/her physician (Form **P.D. 311361**) indicating the medical reason for the

disability, the probable or actual commencement date of the disability and the expected duration thereof.

- C. If the disability period is subsequently accelerated, delayed, extended or reduced, the member shall promptly submit another **Form P.D. 311361** to reflect such change and the reason(s) thereof.
- D. Any member desiring a leave of absence before and/or after a period of disability may request a special leave of absence without pay in accordance with Section 16:13, except that members desiring post-disability maternity leaves of absence under Section 16:11.3 shall have their applications granted.
- E. A member returning from a sick leave of absence in excess of six (6) work days shall submit to the **Medical** Department a written notice and request to return to active duty and a statement from his/her physician certifying that there is no medical contraindication for the member's resuming the performance of his/her employment duties as of the date the member desires to return.
- F. Compensation paid under this Section shall be in accordance with state and federal laws.

16:1.8 A member of the Bargaining Unit who is absent because of emergency (defined only for the purpose of this article as, "a sudden or unavoidable occurrence requiring immediate action") may charge up to the number of days available in his/her sick leave account. Such days will be deducted from his/her sick leave account utilizing current or accrued days. The Principal/Supervisor may request written explanation of the nature of the emergency.

16:1.9 **SICK LEAVE DONATIONS**

Members of the Bargaining Unit shall be included in BOARD policy 4151.32-R allowing employees to donate sick days to one another in the event of the need for extended periods of absence due to illness.

The sick leave account of an employee who is the recipient of donated sick days shall be credited with a full day of sick leave for each full day donated regardless of the length of the work day of the donor or the recipient.

16:2 **PERSONAL LEAVE**

16:2.1 Members of the Bargaining Unit with days available in their current or accrued sick leave account shall be eligible to charge up to two (2) work days per school year for personal reasons, with 24 hour prior notice.

The UNION will notify the BOARD at least two weeks in advance of any activity in which it is urging members of the Bargaining Unit to use personal leave days.

16:2.2 If an employee does not elect to take the maximum two (2) days in one school year, that employee may not accumulate those unused days in any succeeding year; e.g., be entitled to four (4) days of personal leave the next year.

16:2.3 Members of the Bargaining Unit desiring to request such leave shall note "personal leave" on Payroll Form 2142.

16:3 **SPECIAL LEAVE PROVISION UNDER MERITORIOUS CONDITIONS**

16:3.1 In consideration of veteran employees suffering from a prolonged illness, the following supplementary provisions are authorized:

- A. The employee must first use all current and accrued sick leave credited to his/her account.
- B. If eligible for vacation, he/she must apply any unused vacation days from the past or current years to be utilized to the extent necessary for the period of illness at full pay.
- C. If the employee is not eligible for a paid vacation, his/her record of attendance since the date of employment shall be reviewed by the Human Resources Department and, if it is determined that his/her annual absence is not excessive, the following meritorious consideration may be given for service in the Orleans Parish Public School System:
  - 1. If the employee has completed ten (10) through nineteen (19) years of service, he/she may be granted regular pay less that of a day-by-day substitute for clerical employees and one-half (1/2) pay for other employees not to exceed three (3) twenty-day (20 day) pay periods, or three (3) months, depending upon the employee's pay schedule.
  - 2. If the employee is in his/her twentieth (20th) year through the twenty-ninth (29th) year of service, he/she may be granted regular pay less that of a day-by-day substitute for clerical employees and one-half (1/2) pay for other employees not to exceed six (6) twenty-day (20 day) pay periods or six (6) months depending upon employee's pay schedule.
  - 3. If the employee is in his/her thirtieth (30th) year of service or beyond, he/she may be granted three-fourths (3/4) pay not to exceed six (6) months depending upon employee's pay schedule.

- 16:3.2 After the applicable steps listed above are utilized and the employee is still physically unable to perform his/her normal duty, he/she shall be given the option of a leave of absence without pay for one (1) year after which he/she shall be requested to accept service or disability retirement, whichever provides the larger pension.

16:4 **ACCIDENT OR INJURY ON DUTY**

- 16:4.1 Any employee who suffers an injury incurred while on duty shall report the injury immediately through his Department Head to his Division Head.

The Department Head shall prepare and sign the form "LDOL-WC-1007 Employer's Report of Occupational Injury or Disease" (See Appendix D) in quintuplicate; the Carrier Copy, Office Copy, and Employer's Copy are to be forwarded within twenty-four (24) hours of the employee's injury, or the next work day following the injury, to the Insurance Administration Office, Attention: Workers' Compensation. The Injured Employee Copy and the Medical Copy **shall simultaneously** to be given to the injured employee. The medical copy goes to the treating physician. The Principal or Department Head shall make a copy of the report to keep on file for their records. Attach a statement prepared by the injured employee to form "LDOL-WC-1007" when appropriate.

Upon receipt of the "Employer's Report of Occupational Injury or Disease," the O.P.S.B. workers' compensation clerk will forward the report to the proper Workers' Compensation Insurance/Service Company after reviewing the report for completeness including the appropriate Department Head signature and verify, from the employee's immediate superior, whether or not

the injury has required medical treatment. The workers' compensation clerk will mail to each injured employee a "Workers' Compensation Information Letter" and an "Authorization for Release of Medical Information" form which should be promptly returned to the Insurance Administration/Workers' Compensation Department. All medical bills and reports should be forwarded to the designated Insurance/Service Company as indicated in the information letter for review and payment. The Insurance/Service Company will review and process the injury claim in accordance with the Louisiana Workers' Compensation Law and will issue all medical and compensation checks if it is determined that the accident qualifies as a compensable injury.

If it is determined through investigation by the Workers' Compensation Insurance/Service Company that the employee was absent for the first week (LA R.S.23:1224), the Insurance/Service Company will commence to issue the compensation check to the injured employee for two-thirds (2/3) of the employee's salary based on the employee's normal wages or salary within fourteen (14) days from the date of Notice of Injury. In cases where disability from injury continues for six (6) weeks or longer after the date of the accident, compensation for the first week (waiting week) shall be paid after the first six (6) weeks have elapsed. Nothing herein shall prevent an employee from utilizing sick leave days for the first week of absence. However, any sick leave days used for this purpose shall not be restored to the employee's accrued leave days until the disability continues for six weeks or longer, unless contrary to Louisiana Law.

Any employee who is injured as a result of physical contact with a student(s) while providing phys-

ical assistance to a student(s) to prevent danger or risk of injury, shall receive in addition to statutory workers' compensation benefits described above, his/her normal salary minus the amount of the workers' compensation benefit for a period not to exceed ninety (90) days.

An employee's compensation rate after ninety (90) days shall in no instance exceed the statutory benefit limits provided by the Louisiana Workers' Compensation Law. The injured employee may elect to use any current or accrued sick leave and/or vacation days earned and unused to supplement the statutory (2/3) salary benefits if the Louisiana Workers' Compensation Law does not prohibit the employee from doing so. Should the employee be eligible for such sick leave and/or vacation it shall be granted to the extent available after which (if the employee has not returned to duty) he shall receive only the indemnity compensation checks as prescribed by the Louisiana Workers' Compensation Law.

Principals and Department Heads shall report on the Payroll Form any absence of fewer than ten (10) consecutive work days as sick days or vacation days.

Those employees who are absent for reason of injury on duty for more than ten (10) consecutive days, will be placed upon their request on a leave of absence for a specific period of time as determined by the proper Insurance/Service Company. For payrolls submitted during the period the employee is on a leave of absence for injury on duty, the Principal or Department Head shall indicate on the payroll form for such absence the entry code 65 "Injury on Duty-Workers' Compensation Only" as determined by the workers' compensation clerk.

Injured employees must return to duty as soon as they are pronounced fit for duty by their attending physician. Principals and Department Heads should check with the injured employee periodically to determine whether they can return to work. Should an employee return to work without a medical release, the Principal or Department Head should take the affirmative step of contacting the Insurance/Service Company or the School BOARD's Insurance Administrator's office, so that one of these bodies can take the proper step to have the employee released to duty if the employee is in fact medically able to return to work.

Claims for medical benefits will be honored by the Insurance/Service Company to the extent that they are prescribed by medical doctors and are directly attributable to the injury on duty. Hospitalization claims will also be honored under the same criteria with the understanding that the Insurance/Service Company will normally pay the existing rate for semi-private room facilities.

16:4.2 **All Injuries To An Employee On Duty To Be Reported**

The reporting official shall cause to be permanently posted the notice required by Louisiana Revised Statutes 23:1302 and make it clear to all employees under his/her building responsibility that every injury, no matter how minor, must be reported in the manner previously outlined. Failure to do so may disallow any future claims that could result from what appears at the time to be a minor injury.

16:4.3 A member of the Bargaining Unit who has been assaulted while on duty and who has pressed charges against the assailant shall, with proper documentation, be officially excused with pay on designated court appearance days.

16:5 **BEREAVEMENT LEAVE**

16:5.1 A member of the Bargaining Unit shall be granted a leave of three (3) work days, within seven (7) calendar days following a death in the immediate family. The "immediate family" shall be interpreted to mean parents, step parents, brother, sister, spouse, children, step children, mother-in-law, father-in-law, grand-parents or grandchild. If the death of a member of the "immediate family" occurs in another city which is greater than 200 AAA miles from New Orleans, an additional leave of one school day will be allowed with no reduction in pay. If requested, verification of the death shall be provided.

16:5.2 In cases where the funeral is not held within five (5) calendar days of the death, two of the three excused days may be used at the time the funeral is held.

16:6 **JURY DUTY, WITNESS SERVICE, AND DUTY AT THE POLL**

16:6.1 Any employee who shall be absent by reason of serving on a jury shall notify his/her principal or department head immediately upon receiving notice of his/her jury service of the required absence and the anticipated period of absence.

Within three (3) days after returning from jury service, or on each day he/she may be called to a jury panel while awaiting selection for jury service, the employee shall report his/her absence to his/her principal or department head stating the exact period of absence, any compensation paid for jury service, and accompany the report with a "Certificate of Juror's Attendance."

Upon receipt of the report, appropriate notation shall be made on Form 2142 (Attendance Report) to authorize full pay for the period of the required

absence, less any amounts paid as compensation for the jury duty. If dismissed prior to 11:00 a.m. of the school day, clericals should report back to school.

16:6.2 Any employee who shall be absent by request or subpoena to serve as a witness in court proceedings, including depositions, shall report the reason for the absence to his/her principal stating the exact period of the absence and whether or not he/she has any personal or financial interest in the legal proceedings. If it is determined that the employee has a personal financial interest in the legal proceedings, the principal or department head shall advise the employee to charge the absence to his/her current sick and/or emergency leave. If it is determined that the employee has no personal or financial interest in the legal proceedings, the principal or department head will officially excuse the employee with full pay as additional emergency leave.

16:6.3 Any employee who wishes to be absent from his/her duties in order to accept a request to serve as an official at the polls during an authorized city, state or national election shall make such request through his/her **Area Superintendent**. In this request, the employee shall state the exact period of absence required and explain the exact function he/she is to perform at the polls. The **Area Superintendent** shall review and acknowledge the request indicating approval or disapproval. If approved, such absence shall be without pay. All requests of this type shall be submitted sufficiently in advance of the required date of absence to enable administrative consideration and action on the request.

16:7 **MARRIAGE LEAVE**

16:7.1 On one (1) occasion a member of the Bargaining

Unit shall be granted two (2) consecutive work days of leave of absences without loss of pay for the purpose of marriage. This marriage leave must be taken within a week of the marriage.

The employee upon request shall be allowed to charge to his/her current sick and/or emergency leave account up to three (3) additional consecutive days of absence for marriage. These days must be taken immediately adjacent to the two (2) day marriage leave.

16:7.2 Request for absence for the purpose of marriage beyond that authorized in Section 16:7.1 shall be submitted to the **Area Superintendent** and, if approved, shall be without pay.

16:8 **TO ATTEND OFFICIAL MEETINGS**

16:8.1 Upon request of the UNION, unit members shall be entitled to leave with pay to attend the following activities, if written request for same is submitted to the BOARD at least ten (10) days in advance. The activities, the number of unit members, and the maximum days for each activity are as follows:

- A. Louisiana AFL-CIO Annual Convention - three (3) unit members for five (5) days each.
- B. American Federation of Teachers QuEST Conference - One (1) unit member for three (3) days.
- C. Education Meetings - total eight (8) employee days.
- D. American Federation of Teachers Annual Convention - five (5) unit members for five (5) days each.
- E. Louisiana AFL-CIO Annual Conference - Two (2) unit members for one (1) day each.
- F. Louisiana Federation of Teachers Annual

Convention - four (4) unit members for three (3) days each.

The employees released are required to attend said conference.

16:8.2 The **Superintendent, Area Superintendent** and Division Heads may recommend that employees who are officially excused for meetings and business directly connected with the operations of the School BOARD be reimbursed by the BOARD for expenses incurred on such business. Prior approval request is mandatory.

16:8.3 Any employee who wishes to be absent from his regularly assigned duties for one-half day or more within the city, or for any period outside the city, in order to attend professional or community activities or activities at another school shall make such written request through his principal or department head, to the **Area Superintendent, Assistant Superintendent** or Division Head. If so approved, such absence shall be without loss of pay, and no charge will be made to the employee sick or emergency leave account.

16:9 **UNAUTHORIZED ABSENCES**

16:9.1 An employee whose absence has not been specifically authorized is, in fact, absent without authority and the BOARD may not pay such employee for work not performed when absent without authority. All such unauthorized absence beyond three (3) work days shall be immediately reported to the **Superintendent** and must be entered on the regular school or department payroll and appropriate deductions for such days' absence must be made from the employees' salary. Records of such unauthorized absences shall be maintained in the Human Resources Department on each employee, and may be used to support recommendation for disciplinary action against such employee.

16:10 **ABSENCE/TARDINESS**

16:10.1 Each employee in a school building shall, on reporting each day, personally record in the school register daily and immediately the hour and minute of the time of his/her arrival as shown by the official school time. When such an employee is tardy, the information from the school register shall be posted each pay period on the payroll form prepared by the school secretary and approved by the principal indicating the number of times tardy and the time lost for tardiness by hours and minutes.

16:10.2 No employee shall suffer loss or deduction of pay for tardiness, unless such tardiness has caused loss of time from official duties, for a period of one (1) hour or more, during any one (1) fiscal year. In all cases where deduction of pay may be made as herein provided, the amount of pay deducted shall be based on one (1) day's pay in proportion to the period of tardiness. The reasons for such tardiness shall be given to the principal/department head and, if not acceptable, may become the basis for disciplinary action by the BOARD.

16:10.3 The employee shall not be subject to disciplinary action until after the tenth (10) full day of absence or the tenth (10) occurrence of tardiness/partial attendance. Partial attendance shall be recorded as "tardiness" for this Article only.

**16:10.4 A member of the Bargaining Unit who is tardy because of emergency (defined only for the purpose of this Article as "a sudden or unavoidable occurrence requiring immediate action") may charge the time to the number of days available in his/her sick leave account. Such tardiness will be deducted from his/her sick leave account, utilizing current or accrued sick leave time.**

**Every attempt will be made to notify the principal/Department Head prior to the member's scheduled time.**

16:10.5 To assist the employee in the monitoring of his/her attendance, the immediate supervisor will notify the employee when his/her absence has reached the seventh day during the current school year. This notification shall be in writing.

16:10.6 To assist the employee in monitoring his/her punctuality, the immediate supervisor will notify the employee when his/her tardiness has reached the seventh occurrence during the current school year. **This notification shall be in writing.**

16:11 **LEAVES RELATED TO PREGNANCY**

16:11.1 A member of the Bargaining Unit who is disabled due to pregnancy, childbirth or related medical conditions shall be entitled to a sick leave of absence under Section 16:1.7 for the period of such disability. Compensation shall be paid in accordance with state and federal law.

16:11.2 **PRE-DISABILITY MATERNITY LEAVE**

A member of the Bargaining Unit who desires a leave without pay before the period of her disability due to pregnancy, childbirth or related medical conditions as certified by her attending physician may request a special leave of absence without pay in accordance with Section 16:13. There shall be no compensation paid to the member on a leave of absence under this section until she is disabled, as certified by her attending physician.

16:11.3 **POST-DISABILITY MATERNITY LEAVE**

Upon request, a member of the Bargaining Unit shall be granted a post-disability maternity leave of absence for the purpose of early infant care for

an initial term not to exceed two (2) semesters or one (1) year for a twelve (12) month employee, following her disability. This initial term may be extended, upon application, in accordance with Section 16:13.5.

There shall be no compensation paid to a member on a leave of absence granted under this subsection. An employee adopting a child who is less than one year old may request a leave of absence without pay pursuant to R.S. 17:1186A for the purpose of early childhood rearing.

There shall be no compensation paid to a member on a leave of absence without pay pursuant to R.S. 17:1186A for the purpose of early childhood rearing.

16:12 **MILITARY LEAVE**

16:12.1 Any employee serving in the Armed Forces of the United States, or any employee as a member of a Reserve Component of the Armed Forces of the United States, entering upon active duty (other than for the purpose of determining his/her physical fitness and other than for training) shall be placed on military leave of absence without pay, after having notified the Human Resources Department, by a letter requesting such leave. Such letter shall have attached to it a copy of the employee's military duty notice.

16:12.2 Such leave of absence shall commence at the time of the employee's induction, enlistment or entering upon active duty and shall remain in effect for a period of service not to exceed five (5) years, provided that the service after four (4) years is at the request and for the convenience of the Federal Government (plus any period of additional service imposed pursuant to law).

16:12.3 Any employee who satisfactorily completes

his/her military service within the period allowed shall be returned to his/her former position or to a comparable position, providing he/she requests within ninety (90) days after he/she is relieved from such service or from hospitalization continuing after discharge for a period of not more than one (1) year. The employee must submit Form HES-3 which is to be approved by the Medical Director.

- 16:12.4 If any employee is found not qualified to perform the duties of his/her former position by reason of disability sustained during his/her military service but qualified to perform the duties of any other position in the school system, the employee shall be restored to such other position, the duties of which he/she is qualified to perform, as will provide the employee like seniority, status and pay, or the nearest approximation thereof, consistent with the circumstances in his/her case.
- 16:12.5 An employee's being on military leave of absence shall not effect the tenure rights, or his/her normal advancement on the payroll schedule, which the employee acquired prior to his/her induction, enlistment or entering upon active duty, or would have earned had the employee remained in the employ of the BOARD.
- 16:12.6 Any employee granted military leave of absence is requested to inform the Human Resources Department at least once a year as to his/her duty station and at least thirty (30) days prior to his/her release from service.
- 16:12.7 Any employee who, as a member of the Armed Forces Reserves, is ordered to duty with troops or for field exercises, or for instruction during his/her regular work year, shall be granted leave of absence up to fifteen (15) work days for this purpose without loss of pay. An employee who has an

option in deciding the period of active duty for training should select a period in the summer months.

- 16:12.8 Any employee who is ordered to duty as specified in Section 16:12.7 shall within three (3) days of receipt of his/her orders notify the Human Resources Department with a copy of such notification stating the exact period of duty and attaching thereto a copy of the employee's official orders showing his/her reporting and release dates.
- 16:13 **SPECIAL LEAVES WITHOUT PAY**
- 16:13.1 Requests to be absent for reasons other than sickness or disability or Military Leave may be considered on an individual basis.
- 16:13.2 Such requests shall be submitted in writing to the Human Resources Department with a copy to the **Area Superintendent**, principal, department and division heads at least thirty (30) days prior to the date such leave is to begin, except in cases of emergency.
- 16:13.3 The Human Resources Department, after consultation with the **Area Superintendent** and the principal, may interview any employee submitting such a request and report all necessary information concerning the request in the form of a written recommendation to the **Superintendent**.
- 16:13.4 Employees who have not yet completed a probationary period of three (3) years will not be considered for a special leave, except those who meet the following requirements:
- A. The employee's request is for the express purpose of participating in a specialized education or training program which, if successfully completed would improve the efficiency of that employee in his/her normal duty assign-

ment.

B. The employee agrees in writing, if the leave is granted by the BOARD, to return to an assignment equivalent to his/her normal position.

16:13.5 Eligible employees who are considered will not be recommended for a special leave in excess of one (1) school session or one (1) fiscal year. Request for renewal of a special leave for one (1) additional school session or fiscal year may be recommended to the **Superintendent**, and the BOARD providing reasons are worthy and the absence of the employee for a second year will not adversely affect the operation of the school or department.

16:13.6 The granting of a special leave of absence without pay shall not affect any tenure rights which the unit member may have acquired before taking such a leave.

**16:13.7 All members of the Bargaining Unit are entitled to a leave of absence under the provisions of the Federal Family Medical Leave Act (FMLA).**

16:14 **ASSAULT PAY**

Any employee who is injured and disabled while acting in his official capacity as a result of assault by any student or person shall receive sick leave without reduction in pay and without reduction in accrued sick leave days while disabled as a result of such assault and battery. However, such employee shall be required to present a certificate from a physician certifying such injury and disability and comply with all other provisions of La. Revised Statute 17:1201 or 17:1206.1 whichever is applicable.

16:15 **STUDENT TEACHING**

**16:15.1 ELIGIBILITY**

Any member of the unit who has completed **six (6) or more consecutive semesters in this school system may apply for a leave of absence to meet the requirements as prescribed by an accredited institution of higher learning in which the member is enrolled.**

**16:15.2 PURPOSE**

Application for leave shall be granted to members who apply and present documentation of enrollment in an accredited institution of higher learning and are scheduled for student-teaching for the semester in which they apply for such leave.

**16:15.3 PROCEDURE FOR APPLICATION**

(a) Application must be submitted on the form "Request for Leave" and sent by registered mail to the Human Resources Department.

(b) (1) Application for leave beginning in the fall semester must be mailed at least sixty (60) days preceding the semester of leave.

(2) Applications for leave beginning in the spring semester must be mailed at least thirty (30) days preceding the semester.

(c) Applicants for leave shall be interviewed by the Superintendent or his designee in order to determine how the applicant proposes to use the leave.

16:15.4 Clericals granted a leave of absence to do student teaching shall be allowed to convert the accrued sick leave days in their account

to emergency leave days for the purpose of student teaching.

16:15.5 **The BOARD is obligated to reassign a returning employee who is granted a student teaching leave to a position within his/her classification and where possible, to the former position.**

16:15.6 **Any member of the Bargaining Unit who accepts a position as a teacher in the New Orleans Public Schools shall be placed on a leave of absence from his/her clerical position for a period of up to three (3) years. If the unit member returns to a clerical position, it shall be with no loss of seniority.**

#### **ARTICLE 17 VACATIONS**

##### **17:1 ELIGIBILITY AND ALLOWANCES**

Unit members employed on a calendar year basis before August 5, 1969, shall continue to earn vacation at a rate of two (2) work days per month not to exceed twenty-two (22) work days per fiscal year.

17:2 Unit members employed on or after August 5, 1969, on a calendar year basis shall earn vacation as follows:

17:2.1 During the first six (6) months of employment, no vacation is earned.

17:2.2 Beginning with the seventh (7th) month of employment through June 30 of that fiscal year only, the member shall earn five (5) work days of vacation.

17:2.3 Beginning with the second (2nd) year of employment through the fourth (4th) year of employment, the member shall earn ten (10) work days

per year of vacation as of June 30 of each fiscal year.

17:2.4 Beginning with the fifth (5th) year of employment through the seventh (7th) year of employment, the member shall earn fifteen (15) work days per year of vacation as of June 30 of each fiscal year.

17:2.5 Beginning with the eighth (8th) year of employment and thereafter, the member shall earn twenty (20) work days per year of vacation as of June 30 of each fiscal year.

17:3 No unit member shall be required to work during his/her scheduled vacation.

17:4 Unit members shall be allowed to bank up to 30 days vacation.

17:5 In the event of an emergency, unit members may request the Executive Director of Finance to authorize payment of all paychecks that will be normally issued during the vacation. If approved, payment will be made on the day before the vacation is to commence.

17:6 All school clerical employees transferring to an administrative clerical position shall receive vacation benefits at a rate equal to that which an administrative clerical employee with the same anniversary date of employment would receive.

##### **17:7 Request Vacation**

**17:7.1 Bargaining Unit members shall make the request to their immediate supervisor.**

**17:7.2 In an emergency situation, accrued vacation time may be used if the Bargaining Unit member has exhausted all of his/her accrued sick and emergency leave time.**

17:8 Requests for vacation by a Bargaining Unit member shall not be unreasonably withheld.

**ARTICLE 18  
SCHOOL CALENDAR**

**18:1 SCHOOL CALENDAR**

**SECRETARIAL/CLERICAL**

The regular work year for nine (9) month employees of the Bargaining Unit shall consist of two hundred (200) paid days and two (2) non-paid holidays

18:1.1	<b>2003-2004 HOLIDAYS</b>	<b>SCHOOL CLERICALS</b>	<b>ADMIN CLERICALS</b>
	Independence Day	July 4	July 4
	Labor Day	Sept. 1	Sept. 1
	Convention Days	Nov. 24-26	
	Thanksgiving	Nov. 27-28	Nov. 27-28
	Christmas Vacation	Dec. 22-Jan 2	Dec. 22-Jan 2
	Martin L. King	Jan. 19	Jan. 19
	Mardi Gras	Feb. 23-25	Feb. 23-25
	Spring Break	Apr. 8-12	Apr. 9
18:1.2	<b>2004-2005 HOLIDAYS</b>	<b>SCHOOL CLERICALS</b>	<b>ADMIN CLERICALS</b>
	Independence Day	July 4	July 4
	Labor Day	Sept. 6	Sept. 6
	Convention Days	Nov. 22-24	
	Thanksgiving	Nov. 25-26	Nov. 25-26
	Christmas Vacation	Dec. 20-31	Dec. 20-31
	Martin L. King	Jan. 17	Jan. 17
	Mardi Gras	Feb. 7-9	Feb. 7-9
	Spring Break	Mar. 24-28	March 25
18:1.3	<b>2005-2006 HOLIDAYS</b>	<b>SCHOOL CLERICALS</b>	<b>ADMIN CLERICALS</b>
	Independence Day	July 4	July 4
	Labor Day	Sept. 5	Sept. 5
	Convention Days	Nov. 21-23	
	Thanksgiving	Nov. 24-25	Nov. 24-25
	Christmas Vacation	Dec. 19-30	Dec. 19-30
	Martin L. King	Jan. 16	Jan. 16

Mardi Gras Feb. 27-Mar. 1 Feb. 27-Mar. 1  
Spring Break Apr. 13-17 April 14

Any additional paid holidays granted to the Confidential/Executive Administration secretarial group shall be provided to the twelve month UTNO Bargaining Unit members.

**18:2 SPRING BREAK**

18:2.1 Holy Thursday and Easter Monday shall be non-paid vacation days for members of the Bargaining Unit who are not entitled to annual vacation leave. To make up for this time, two (2) days shall be added to the end of the school year.

18:2.2 Holy Thursday and Easter Monday shall be regular work days for members of the Bargaining Unit who are entitled to annual vacation leave. Employees who wish to be absent on Good Friday and Easter Monday can utilize available leave time in keeping with BOARD policy.

18:3 If a previously unscheduled holiday is observed during an employee's scheduled vacation, the holiday will not be charged against the previously scheduled vacation.

**ARTICLE 19  
PAYCHECKS/PAYSLIPS**

19:1 All pay will be delivered by direct deposit to an employee's checking/savings account, or by debit card when available, or U.S. mail to the employee's home on payday.

Payslips shall be delivered to the employee's work location two (2) days prior to payday and shall be available no later than 11:00 a.m., except where mechanical, technical or delivery problems make this impossible.

Funds will be available in the employee's account, no later than 11:00 a.m. on payday, except when mechanical, technical or delivery problems make this impossible.

19:2 Clericals may retrieve their payslips as their responsibilities permit after the arrival of such payslips. Payslips shall be placed in individual envelopes, identified with the clerical's name and location code.

19:3 If an error (\$50.00) or less is brought to the attention of the Payroll Office in time that it can be verified prior to the end of business on a Tuesday, the correction of that error will be made in a check issued the following Friday.

If an error exceeds \$50.00, the affected employee shall confer with the person who prepares the payroll at his/her work site to try and resolve the problem. The payroll preparer shall contact the Payroll Office on a special telephone line dedicated for this purpose. If the payroll problem is resolved, the affected employee can make arrangements with the Payroll Office to pick up the check after school hours, or have the check mailed within 48 hours. If the payroll problem is not resolved in this manner, upon personal appearance at the Payroll Office, the affected employee shall be entitled to have the error corrected within 48 hours, provided the employee has submitted all necessary data prior to the issuance of the check in question.

19:4 Failure to meet the requirements of 19:3 shall cause immediate rectification, when validated and possible, by presentation of the problem to the Supervisor of Payroll.

19:5 Each paycheck/payslip shall contain the following information:

- a. number of accrued sick leave hours.
- b. description of each deduction.

19:6 When a pay day falls on or during a school holiday, members shall receive their pay checks on the last work day preceding the holiday.

19:7 Clericals shall be paid bi-weekly for twenty-six (26) pay periods. Those clericals who wish to be paid on a bi-weekly twenty (20) pay period basis may so elect by filing a notarized statement with the Payroll/Human Resources Department between May 1 and May 15.

Those employees who select the twenty (20) pay plan shall remain on such plan until such time as they file a notarized statement with the Payroll/**Human Resources** authorizing a conversion to the twenty-six (26) pay plan. Such notarized statements may only be filed between May 1 and May 15 of each school year.

19:8 No later than the 1998-99 school year, employees shall have the option of direct deposit of their payroll checks into their checking/savings accounts at a local financial institution of their choosing. Said deposits shall be made on the employee(s) regularly scheduled pay day.

#### ARTICLE 20 POLICY AND PRACTICE

20:1 Any previously adopted policy, written practice, written rule or regulation extant which relates to wages, hours or conditions of employment and which conflicts with any provision of this AGREEMENT is superseded by the applicable provisions of this AGREEMENT.

20:2 Any previously adopted policy, written practice, written rule or regulation extant which relates to wages, hours or conditions of employment and

which does not conflict with this AGREEMENT is unaffected.

20:3 During the life of this AGREEMENT, the BOARD shall not adopt any policy, written practice, written rule or regulation which conflicts with the terms of this AGREEMENT.

20:4 If the BOARD intends to adopt or adopts a new clerical policy, practice, rule or regulation in writing during the life of this AGREEMENT which has an impact upon the terms and conditions of employment of the unit members, the UNION may include in its agenda of the monthly UTNO/**Superintendent's** meeting its impact for discussion.

#### **ARTICLE 21 SAVINGS CLAUSE**

21:1 If any provision of this AGREEMENT shall be found at any time to be contrary to law by a court of competent jurisdiction, then such provision shall not be applicable, performed or enforced except to the extent permitted by law. In this event, the BOARD and UNION shall meet within a reasonable time, but in no event later than two (2) weeks, in a good faith effort to reach a decision as to the need for the type of substitute action.

21:2 In the event any provision of this AGREEMENT shall be found at any time to be contrary to law by a court of competent jurisdiction, all other provisions of the AGREEMENT shall continue in effect.

#### **ARTICLE 22 ACTIVITIES AND ATHLETIC EVENTS**

22:1 All members of the representation unit shall be entitled to attend, without charge, all student activities including athletic events in which such

member's school is participating within the local district.

#### **ARTICLE 23 EVALUATION**

23:1 Members of the unit who believe that they have been evaluated unfairly or improperly as outlined in the Personnel Evaluation Plan of the New Orleans Public Schools, or who are dissatisfied with their evaluation shall have the right to the appeals process as contained in the Personnel Evaluation Plan.

"Unsatisfactory" ratings may not be appealed to the **Superintendent**/designee.

If the member of the unit questions the decision of the **Area Superintendent**, he/she shall have the right to appeal the decision to the **Superintendent** or his designee within ten (10) school days. The **Superintendent**/designee shall meet with the member and his/her representative and render a decision on the appeal within fifteen (15) school days after receipt of the appeal. This article shall not be subject to the arbitration clause of the grievance procedure.

23:2 No clerical shall be evaluated by another clerical.

23:2.1 Clerical employees shall be evaluated by their immediate administrative supervisor(s).

#### **ARTICLE 24 UTNO ENDORSED PROGRAMS**

24:1 The BOARD shall grant payroll deduction privileges to a maximum of two (2) insurance programs endorsed by UTNO's governing boards and subject to applicable fees only after completion of the procedures outlined in the BOARD's Payroll

Deduction Policy and Regulations, including satisfaction of the procedures outlined in Procedures for Establishment and Continuance of Various Type of Voluntary Deductions (Regulation 3451.2-R, Section 3) with the only exception being a participation requirement of a minimum of fifty (50) participating members.

24:2 Upon completion of requirements contained in Article 24:1, representatives of UTNO endorsed insurance program(s) approved under Article 24:1, shall receive an Approval to Solicit Letter and may request of the building administrator that they be placed on the agenda of the next scheduled faculty meeting. Such approval shall not be unreasonably withheld. Such presentation shall occur only after the conclusion of the Principal's agenda and shall be limited to one (1) agenda presentation during each semester of the school year.

24:3 **ANNUITY FUNDS**

24:3.1 Each clerical shall be eligible to participate through payroll deduction in a tax sheltered annuity plan selected by the UNION, provided the company that is underwriting the program has met the requirements of BOARD Regulation 3451.2-R.

24:4 UTNO shall indemnify, defend and save claims, demands, suits, or other forms of liability that shall rise out of or by reason of any actions taken by the BOARD in compliance with the provisions of Articles 24:1, 24:2 and 24:3.

**ARTICLE 25  
PERSONAL PROPERTY LOSS**

25:1 The BOARD shall provide reimbursement to members of the unit who suffer, while in the performance of their duties, personal property loss or damage due to theft (including automobile batter-

ies) and vandalism (including smashed windshields and slashed tires). Excluded from this provision is currency and other automobile damage which has not made the automobile inoperable. The limitation for any claim incident under this provision shall be \$500 of the uninsured loss. Further, to be eligible under this provision, the employee must exercise reasonable care.

**ARTICLE 26  
MILEAGE AND PARKING**

26:1 Those employees who are required, in the course of their regular assigned duties, to move from one work location to another, or travel on official BOARD business, shall be reimbursed for mileage at the rate outlined by Internal Revenue Services Regulations for the current period, (current, \$0.31½). Request for reimbursement must be accompanied by the proper documentation, as outlined in the District's local travel policy.

26:2 Should sufficient free parking not exist at their work location, the BOARD shall provide members of the Bargaining Unit with contracted parking.

**ARTICLE 27  
LIFE INSURANCE**

27:1 The BOARD shall provide a \$20,000 Life Insurance Policy for members of the unit. This life insurance may be provided all or in part by the UTNO Health and Welfare Trust Fund. The BOARD shall contribute to the fund sufficient monies to provide this benefit over and above the contribution identified in 29:1.

27:2 When a Bargaining Unit member expires while employed by the BOARD, or retires from employment with the BOARD, the Bargaining Unit mem-

ber's spouse may continue in the BOARD's Optional Life Insurance. The spouse must pay the full cost of the group rate premium charge. This new feature will be available effective September 1, 1998.

#### **ARTICLE 28 HOSPITALIZATION**

- 28:1 The BOARD shall continue to provide an opportunity for employees and their families to enroll in a Group Hospitalization Program. The existing benefits in the current BOARD's Group Hospitalization Program shall not be reduced during the life of this AGREEMENT except by mutual AGREEMENT between BOARD and UNION negotiations. The BOARD shall pay eighty percent (80%) of the premium for employee coverage in the BOARD's Group Hospitalization Program. The UNION shall appoint two (2) members to the Benefits Review Committee.
- 28:1.1 The BOARD shall establish an insurance committee to monitor claims administration, receive reports of the consultants for the group hospitalization programs, act on employee complaints and recommend changes in benefit coverage. UTNO shall appoint one (1) unit member to this committee which shall meet monthly.
- 28:2 The BOARD agrees to pay fifty percent (50%) of the existing Group Hospitalization Insurance Premiums for family/dependents coverage contingent upon receipt of monies allocated by the State for this purpose.
- 28:3 The premiums (BOARD, state, employee contributions) for the Group Hospitalization Program shall be maintained in a separate fund. They shall be invested in a prudent manner with monies earned accruing to the fund.

- 28:4 The BOARD and UTNO agree to negotiate any increase to medical/hospitalization premiums incurred during the life of the contract.
- 28:5 Employees of UTNO, OPSFCU and the UTNO Health & Welfare Fund shall be eligible to participate in the BOARD's Group Hospitalization Program. The UNION shall pay the total premiums for these employees.
- 28:6 Only agents of insurance companies authorized under the school district's cafeteria plan shall be allowed to enroll employees, distribute printed insurance material and/or meet employees on school grounds after the school day has ended. Such contact will be limited to the open enrollment period. UTNO shall be allowed to endorse two (2) programs to be included in the cafeteria plan.

#### **ARTICLE 29 HEALTH AND WELFARE FUND**

- 29:1 The Orleans Parish School BOARD and UTNO agree to establish and jointly administer a fund for employee health and welfare benefits, through a Trust pursuant to the authority contained in La. 17:1224 qualifying as a voluntary employees beneficiary association under I.R.C. Section 501 (c)(9), which said Trust shall be designated as the UTNO Health and Welfare Trust Fund. Effective July 1, **2003**, the BOARD shall contribute seven hundred, **seventy-eight (\$778)** dollars to the fund **for each employee covered** by this **AGREEMENT**, and who is employed by the BOARD as of the thirtieth (30th) day following the commencement of each school year. **Effective July 1, 2004, the BOARD shall contribute seven hundred, ninety (\$790) dollars to the Fund for each employee covered by this AGREEMENT, and**

**who is employed by the BOARD as of the thirtieth (30th) day following the commencement of each school year. Effective July 1, 2005, the BOARD shall contribute eight hundred (\$800) dollars to the Fund annually during the life of this AGREEMENT for each employee covered by this AGREEMENT, and who is employed by the BOARD as of the thirtieth (30th) day following the commencement of each school year.**

- 29:2 UTNO trustees shall be excused with pay to attend meetings of the Trust scheduled during the school day.
- 29:3 UNION trustees and Health and Welfare Fund staff shall be excused with pay to attend educational meetings scheduled during the school session.
- 29:4 BOARD payments to the Fund shall be made on a monthly basis. Payments shall be forwarded on or before the 15th day of each month.
- 29:5 The BOARD shall provide the UTNO Health and Welfare Fund the information it provides the UNION as identified in provisions 2:9.2 and 2:9.3 of this AGREEMENT. This information shall be provided in the same format and manner that the information is provided to the UNION.
- 29:6 On or before the fifth work day of each month, the BOARD shall provide the UTNO Health and Welfare Fund with Bargaining Unit membership data in a comma delimited ASCII file consisting of the data elements identified in Addendum I named the UTNO Bargaining Unit Member and Eligibility Data Requirement Table. The BOARD shall provide a secure directory on an FTP site for this purpose from which only authorized agents of the UTNO Health and Welfare Fund can access and download the ASCII file.

- 29:7 Each week for the prior week, the BOARD shall provide the UTNO Health and Welfare Fund via a PTP site with Bargaining Unit member data for those members who have terminated their employment and also data for newly hired members. This data will be provided in a comma delimited ASCII file consisting of the data elements identified in the UTNO Bargaining Unit Member Eligibility Table. Upon mutual consent of the BOARD and the UTNO Health and Welfare Fund, the data elements provided in the UTNO Bargaining Unit Member and Eligibility Table can be modified to meet the Fund's data requirements.

- 29:8 The BOARD shall give notice to the UTNO Health and Welfare Fund of its intention to seek requests for proposals (RFP) for the BOARD's Group Hospitalization Program or the BOARD's Flexible Benefit Program, at least thirty (30) days prior to the publication of such RFP. Further, the BOARD shall solicit input from and coordinate with the UTNO Health and Welfare Fund as to the inclusion in such RFP of any provision that the Fund views as necessary and essential for the orderly operation of the Health and Welfare Fund.

**SALARY SCHEDULE  
ARTICLE 30**

- 30:1 The salary schedules for members of the Bargaining Unit are reproduced in Appendix A of this AGREEMENT.
- Any salary increases resulting from **any local millage election during the life of the Contract**, as well as any salary increases provided by the State, shall be over and above the salaries printed in Appendix of this AGREEMENT.
- 30:1.1 Effective July 1, 2003, the salary of school and administrative clericals in the Bargaining Unit set

forth on the current Clerical's Salary Schedule shall be increased by eight hundred (\$800.00) dollars.

**Effective July 1, 2005, the salary of school and administrative clericals in the Bargaining Unit set forth in Appendix A of this AGREEMENT shall be increased by three hundred (\$300.00) dollars.**

- 30:2 There shall be a longevity increment for all unit members with twenty (20) or more years' service with the Orleans Parish School Board in the bi-weekly amount of fifteen (\$15.00) dollars.
- 30:3 If a unit member is required to work on a designated holiday, he/she, at the unit member's option, has the choice of receiving:
- A. Pay at the rate of one and one-half (1½) times his/her hourly rate in addition to his/her regular holiday pay or.
  - B. One day of compensatory time for each day of holiday work.
- 30:4 Time and one-half (1½) of the unit member's regular hourly rate of pay shall be paid for additional work after the employee has worked forty (40) hours in a work week.
- 30:5 Unit members who work overtime may elect to receive compensatory time at the rate of one and one-half (1½) hour for each hour worked if he/she chooses in excess of forty (40) hours in a work week.
- 30:6 Compensatory time must be approved by the unit member's supervisor prior to taking the time.

### **ARTICLE 31 FLEXIBLE BENEFIT PROGRAM**

- 31:1 The BOARD shall maintain a cafeteria or flexible benefit plan under SECTION 125(d) of the Internal Revenue Code 1986 as amended. The PLAN shall provide members of the Bargaining Unit the option to reduce their salary through payroll deductions in order to obtain coverage for any benefit program that is being provided by the UTNO Health and Welfare Fund. The PLAN shall qualify as a "Cafeteria Plan" within the meaning of SECTION 125(d) of the Internal Revenue Code 1986, as amended, and that the non-taxable benefits which an employee elects under the PLAN shall be eligible for the exclusion of the employee's income under SECTION 125(d) of the Internal Revenue Code of 1986, as amended.

The payroll deduction authorized by the members of the Bargaining Unit for such qualified coverage will be transmitted by the School BOARD to the appropriate party(ies) of selected benefits.

### **ARTICLE 32 DRESS CODE**

- 32:1 **GENERAL STATEMENT ON EMPLOYEE DRESS**

Clerical employees serve as role models to students and the community. It has been established that people respond more positively toward well-dressed professionals. We believe, therefore, that clerical employees should always groom themselves in a professional manner. Style of dress may vary according to situations, but should always present a professional image of neatness and cleanliness.

**ARTICLE 33  
CENTER FOR PROFESSIONAL GROWTH  
AND DEVELOPMENT**

33:1 The Center for Professional Growth and Development shall be administered by the UTNO Health and Welfare Fund Board of Trustees. The Board of Trustees shall govern, administer, operate, monitor and supervise the planning, development, implementation and evaluation of all Center for Professional Development functions, activities and programs.

**ARTICLE 34  
FORM VERIFICATION**

34:1 When management is required to complete properly filed forms and reports which have been timely submitted by members of the Bargaining Unit, management shall complete and return same to Bargaining Unit members and/or appropriate agencies in a timely and reasonable period of time.

**ARTICLE 35  
DURATION OF AGREEMENT**

35:1 This AGREEMENT shall be effective as of July 1, 2003 and shall be continued in full force and be effective until June 30, 2006.

This AGREEMENT shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have set their hands this 1st day of July, 2003.

FOR ORLEANS PARISH  
SCHOOL BOARD

FOR THE  
UNITED TEACHERS OF  
NEW ORLEANS,  
(AFT, AFL-CIO)

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
Executive Vice-President

**NEGOTIATING TEAM**

Roslyn J. Smith,  
Chief Negotiator  
Mike Boudreaux  
Rosalynne Dennis  
Victor A. Gordon  
Antoinette Guillory  
Judy T. Haines  
John Hiser  
Shan Williams, Sr.

**NEGOTIATING TEAM**

Dr. Brenda L. Mitchell,  
Wilson Boveland  
Lead Negotiators  
Juanita Bailey  
Leo Laventhal  
Valerie Prier  
Mike Stone  
Jane White