

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. 12,087

The following Ordinance was introduced by Mr./Mrs. Harvey who moved for its adoption and was seconded by Mr./Mrs. Ezernack :

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, LOCAL 407 AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the contract between the City and the International Union of Operating Engineers, Local 407 expired and the parties have been working toward a new agreement; and

WHEREAS, the parties have reached an agreement, which is attached hereto, and said agreement is also posted on the City's website.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the collective bargaining agreement effective the 1st day of December 2021 through December 31, 2023 by and between the City of Monroe and the International Union of Operating Engineers, Local 407 is hereby adopted.

ORDINANCE INTRODUCED on the 26th day of October, 2021.

NOTICE PUBLISHED on the 29th day of October, 2021.

This Ordinance having been submitted in writing, introduced and published, was then submitted to a vote as a whole, the vote thereon being as follows:

AYES: Harvey, Ezernack, Woods, Marshall + Dawson

NAYS: None

ABSENT: None

And the Ordinance was declared **ADOPTED** on the 9th day of November, 2021.

Carley Marshall
CHAIRMAN

Carolus S. Liley
CITY CLERK
[Signature]
MAYOR'S APPROVAL

MAYOR'S VETO

**WORKING AGREEMENT BETWEEN
THE CITY OF MONROE**

AND

**LOCAL 407, INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO**

2021 – 2023

TABLE OF CONTENTS

	Page
RECOGNITION – BARGAINING	1-2
MANAGEMENT RIGHTS	2
STRIKES AND LOCKOUTS	2-3
WORK SCHEDULE AND HOURS OF WORK	3-4
OVERTIME PAY	4-5
CERTIFICATION PAY	5-6
VACATION PAY	6-7
HOLIDAY PAY	7-9
LONGEVITY PAY	10
SICK LEAVE	10
SENIORITY	11-12
OCCUPATIONAL ACCIDENTAL INJURY	12-13
SUBMISSION OF GRIEVANCE	13-14
JURY DUTY AND FUNERAL LEAVE	14
MISCELLANEOUS TERMS	15-16
GENERAL PROVISIONS	16
JOB CLASSIFICATIONS AND RATE OF PAY	16
EFFECTIVE DATE AND DURATION	17
MAYOR AND WITNESSES SIGNATURES	17-18
APPENDIX A	19
APPENDIX B	20-21
CERTIFICATION	21

**WORKING AGREEMENT BETWEEN THE
CITY OF MONROE AND LOCAL 407,
INTERNATIONAL UNION OF OPERATING ENGINEERS,
AFL-CIO**

This Agreement is made between the CITY OF MONROE, herein represented by Friday Ellis, Mayor, hereinafter referred to as EMPLOYER, and Local 407. International Union of Operating Engineers, AFL-CIO, hereinafter referred to as UNION, representing employees of Employer's Water Treatment Plant, to-wit:

PREAMBLE

This Agreement is entered into by and between the Employer and the Union for the purpose of promoting the general efficiency of the public utilities of the City of Monroe, and to promote the morale, well-being and security of the employees of the Employer to the end that this agreement may achieve and maintain harmonious relations between the Employer and the Union and to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standard of wages, hours and other conditions of employment. The union recognizes that it has an obligation and responsibility to promote the interest of the citizens of Monroe at all times.

**ARTICLE I
RECOGNITION-BARGAINING**

Section 1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the classification of Operator A, Up-Grade Operator, Operator B, Operator Trainee, Electrician A, Electrician B, Maintenance A, Maintenance B, Utility A, Utility B, Lab Technician, Relief Lab Technician, Compliance Specialist, Electronics Technician, and Building Maintenance employed in the Water Treatment Plant of the City of Monroe, Louisiana, for purposes of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment.

Section 2 Employer agrees to meet with Union for the discussion of either individual or general problems of mutual interest in the employer-employee relationship within fifteen (15) working days of written notice at a place of mutual convenience. Both parties hereto will at all times endeavor in such meetings to dispose by mutual accord of any questions or differences which may arise concerning this Agreement or concerning working conditions applicable to employees covered by this Agreement.

Section 3 Employer shall grant a leave of absence, not to exceed fifteen (15) days on any calendar year, to not more than two (2) employees at one time (and at such times as such employee can be spared from his work in the judgment of Management) to serve as delegate to any official meeting within the general organizational structure of the AFL-CIO and IUOE; provided that not more than two such leaves of absence shall be granted in any one calendar year. Such leave of absence shall be with pay; and shall not affect the employee's status with respect to seniority or any other benefits provided in this Agreement.

ARTICLE II **MANAGEMENT RIGHTS**

All managerial rights are reserved to the Employer except as herein expressly limited. Subject only to the other provisions of this Agreement, the Employer reserves the right to utilize personnel and methods in the most efficient manner possible, to manage and direct the employees, including the right to hire, fire, promote and demote, classify, transfer, assign or retain employees in positions; to establish work rules, rules of conduct and regulations for employees covered by this Agreement; to take any appropriate disciplinary action against employees; to schedule work shifts and hours of work in a manner which does not conflict with other provisions of this Agreement; to lay off employees; to require physical and mental examinations of employees; to determine the size and composition of work forces; to determine the best methods and technology by which operations will be conducted and to introduce new equipment and technology. The enumeration of certain management rights and functions above shall not be deemed to exclude other rights or functions of management not so enumerated.

ARTICLE III **STRIKES AND LOCKOUTS**

Section 1 During the term of this Agreement there shall be no lock-out of employees by Employer and the Union shall not cause, engage in, or encourage, nor shall any employee cause, engage in, or encourage, any strikes, refusals to cross picket lines, sympathy strikes, work slowdowns, work stoppages, work interruptions, delays of work, sit downs, refusal to work overtime, nor mass false illnesses. The Union and the Employer understand and agree that during the term of this Agreement this Article is judicially enforceable by temporary and permanent injunction without regard to the nature or resolution of the dispute which gave rise to the conduct which violates this Article. The Employer shall have the right to

require a medical examination by a physician of its choice of any employee or employees suspected of having false illnesses. Notice of such medical examination shall be given to an authorized representative of the Union and it shall be the Union's responsibility to secure attendance of the involved employees at said medical examination. Failure of the employee to submit to said medical examination shall be grounds for discipline. Any employee who violates this Article shall be subject to discipline by the Employer, including discharge.

Section 2 The Union recognizes the Employer's immunity from strike because of the paramount and vital public interest in the maintenance of water services to the citizens of the community served by Employer. Upon receipt of written notice by the Employer that employees covered by this Agreement are engaging in the conduct prohibited by **Section 1** above, the Union, its officers, agents and representatives shall take all possible action to end such unauthorized conduct. Such Union action shall include the conspicuous posting of notices on the premises of Employer and at all other locations where the Union customarily posts notices. The notices shall bear the signature of a duly authorized representative of the Union and shall state that a violation of the no-strike clause is in progress, that such conduct is willful failure to perform the duties of the employee's position in a satisfactory manner, and that all employees are instructed to return to work immediately.

ARTICLE IV **WORK SCHEDULE AND HOURS OF WORK**

Section 1 The normal work week for all plant employees shall consist of five (5) days, commencing at 12:01 a.m. on Sunday. The normal work week for shift employee shall consist of seven (7) consecutive days, commencing at 12:01 a.m. on Sunday, to the extent that normal, efficient operations are not interfered with (under normal operations).

Section 2 A work day shall be the twenty-four (24) hour period beginning at 12:01 a.m. for all Water Treatment Plant employees (under normal operations).

Section 3 The normal hours of work for workers shall not exceed 40 hours in any workweek. Further, vacation/sick time do not count toward the calculation of overtime.

Section 4 The normal hours of work at present are:

Shift Workers (Operators and Trainees)

Day Shift	6:00 a.m. to 6:00 p.m.
Evening Shift	6:00 p.m. to 6:00 a.m.

Day Workers

Monday thru Friday	7:00 a.m. to 12:00 p.m.
--------------------	-------------------------

12:30 p.m. to 3:30 p.m.

Section 5 When an employee is called out for work other than his regular shift then existing, he shall receive a minimum of four (4) hours work at the applicable rate.

Section 6 If work of a higher paid classification is required of an employee, he shall receive the higher rate of pay for not less than three (3) hours in the higher paid classification in the work week. If an employee is temporarily required to work for a lower paid classification, his rate of pay shall not be changed or reduced.

Section 7 All employees' days off shall be consecutive to the extent that normal, efficient operations are not interfered with.

Section 8 Employees shall obtain and put away tools and other equipment and clean up premises on Employer's time.

Section 9 Operators shall be allowed to relieve thirty (30) minutes before shift changing time. Operators shall be allowed to swap shifts only with prior permission of Employer's manager or his assistant.

ARTICLE V **OVERTIME PAY**

Section 1 The overtime pay provided for herein shall not be paid twice for the same hours worked; subject to this rule, the highest pay which can be computed under this contract shall be paid to the employees when work is performed in various premium pay periods. No hours of premium pay shall be used to get to 40 hours.

Section 2 Except as otherwise provided for special overtime pay in the following sections of this Article, compensation at the rate of time and one-half the regular hourly rate shall be paid for all hours worked in excess of forty (40) hours worked in a workweek.

Section 3 If for any reason an operator cannot report for scheduled duty (an emergency then exists in filling that position), the off-duty operator on his shift will be called to fill that position at a rate of time and one-half. The off-duty operator shall cover vacancies resulting from sick leave provided that the vacancy does not exceed two (2) consecutive days (under normal operations)

Section 4 Two times the regular hourly rate shall be paid for all work performed on the seventh (7) consecutive workday worked in a workweek provided the work performed is scheduled overtime.

Section 5 Payment for any fractional part of an hour shall be computed to the nearest half hour period.

Section 6 A relief or up-grade employee will be available for operating positions. All operators shall be compensated at the rate of 1 1/2 times for an eight (8) hour turn around (under normal operations) or 40 hours per week.

ARTICLE VI **CERTIFICATION PAY**

Section 1 A system of certification incentive pay shall be in effect for all full-time plant employees to promote advancement in the State of Louisiana Department of Health and Hospitals certification program.

Section 2 After the effective date of this agreement, any employee who becomes eligible for certification incentive pay or who becomes eligible to move up to the next category of incentive pay shall begin accruing said incentive pay from the first day of the pay period immediately following the presentation and signing of the proper documents to the Mayor.

Section 3 Certification incentives shall be considered for purposes of calculating pension benefits. Deductions for pension purposes shall be made in the same manner as base pay pension deductions. However, incentive pay shall not be considered as base pay.

Section 4 Upon certification of passage of the Class III Water Treatment examination of the Louisiana Department of Health and Hospitals, an employee shall be paid ONE HUNDRED DOLLARS AND NO/100 (\$100.00) per month above his base pay.

Section 5 Upon certification of passage of the Class IV Water Treatment examination of the Louisiana Department of Health and Hospitals, an employee shall be paid TWO HUNDRED AND SEVENTY-FIVE AND NO/100 (\$275.00) DOLLARS per month above his base pay.

Section 6 To further promote the advancement in the State of Louisiana Department of Health and Human Resources certification program, an employee shall receive:

- a) TWO HUNDRED AND FIFTY AND NO/100 (\$250.00) per month above his base pay upon successful completion of an associate certification Class IV Water Production examination.
- b) TWO HUNDRED AND FIFTY AND NO/100 (\$250.00) per month above his base pay upon successful completion of an associate certification Class IV Water Distribution examination.

Section 7 When an employee in water treatment moves from Level III Certification to Level IV Certification he forfeits all Class III Certification pay. An employee must present to the Director of the Department of Public Works

documentation from the Louisiana Department of Health and Hospitals which satisfactorily evidences class certification.

Section 8. Employer agrees to pay for all schooling and exams required and necessary for employees to obtain their certifications. If an employee fails three (3) consecutive certification examinations in any certification class, the employer is no longer obligated to pay for schooling, examination preparation, or the cost of exams; nothing prevents the employer from exercising its discretion to pay for the costs of schooling, examination preparation, and the costs of exam for those employees that have failed three (3) consecutive examinations, but such is not required.

Section 9. Employer agrees to let employees attend job related conferences, meetings and educational courses for the purpose of getting hours to keep up their certification, at such times as such employee can be spared from his work in the judgment of Management. Employer agrees to pay membership fees and all other costs of attending these programs pursuant to the Administrative Internal Travel Policy.

Section 10. Any employee who loses his or her class certification shall lose his or her eligibility for incentive pay and shall be required to return any applicable incentive pay received or accrued after the date of the loss of certification. It shall be his or her responsibility to pay all costs associated with re-certification unless employer discretion to pay for associated costs is exercised as outlined in Section 8 above.

ARTICLE VII **VACATION LEAVE**

Section 1 Each employee covered by this Agreement shall be granted a paid vacation each twelve (12) month period.

Section 2 Vacations are to be taken during the calendar year. Vacations may be allowed at any time during the year and will be scheduled insofar as practical to suit the convenience of the employee, providing adequate fill-in personnel are available for the assignment of the vacated job. Vacation pay shall not be included toward the calculation of overtime pay.

Section 3 Holidays specified in this Agreement shall not be considered as part of an employee's vacation leave. If a holiday occurs during an employee's vacation leave, it will be treated as a regular holiday, and an extra day of vacation

time will be allowed; or the employee will receive an extra day's pay in lieu of an extra day of vacation time, if called to work in the discretion and option of Management. A holiday not worked shall not be included in the calculation of overtime pay.

Section 4 Vacation leave may be accumulated from year to year, not to exceed nine hundred and sixty (960.0) hours.

Section 5 If an employee resigns or is otherwise terminated, he will receive pay as his established basic rate for the unused portion of his accrued vacation leave. In the event of death of an employee, any unused vacation benefits earned prior to the death of such employee shall be paid to the employee's beneficiary.

Section 6 All full-time employees shall be granted paid vacation time, with the right to draw normal straight time for the appropriate number of work days according to or based upon each employee's length of continuously paid service completed, as per the following schedule:

1st anniversary through 4th anniversary: 10 days

5th anniversary through 9th anniversary: 15 days

10th anniversary through 14th anniversary: 20 days

15th anniversary: 21 days

+ 1 Additional day for each year up to a maximum of 25 years.

ARTICLE VIII **HOLIDAY PAY**

Section 1 Designated Holidays and Definitions:

New Year's Day

Labor Day

Martin Luther King Day

Thanksgiving Day

Good Friday

Christmas Day

Memorial Day

Employee's Birthday

Independence Day

Veteran's Day

(Should a conflict exist with a public holiday and the employee's birthday, a substitute will be decided by the employee and his/her supervisor.)

Public Holiday: A "public holiday" is the date upon which the above-designated holidays usually and customarily fall. For example, Christmas is usually and customarily observed on December 25, and Labor Day is the first Monday in September.

Observed Holiday: An "observed holiday" is the date which the City of Monroe

celebrates or recognizes a public holiday that falls on a weekend. For example, if July 4th (Independence Day) falls on a Saturday, it is "observed" on the Friday before or Monday after as a holiday.

Local Declared Holiday: A "local declared holiday" is any date (in addition to the above-designated holidays) the Mayor, in his sole discretion, officially declares as a holiday for the City of Monroe. For example, the Mayor may declare the day after Thanksgiving as a holiday for City employees, and that date is to be considered a "local declared holiday."

Floating Holiday: A "floating holiday" is time given off from work as substitution for a public, observed, or local declared holiday.

Section 2. Eligibility Requirements

For each public, observed or local declared holiday, which falls between a Monday and Friday and occurs on a day in which the employee is normally scheduled to work, each employee shall receive as a holiday allowance eight (8) hours pay at his regular rate of pay provided he has worked his last regularly scheduled work day before and his first regularly scheduled work day after the holiday. Employees scheduled to work on a holiday who fail to do so, unless a leave of absence was pre-approved, shall not be entitled to holiday pay.

If a public, observed, or local declared holiday falls on an employee's regularly scheduled day off, the employee is not entitled to holiday pay but shall receive a floating holiday (equivalent to employee's normal work hours) to be used within six (6) months of the holiday.

Section 3. In addition to Section 2, the following will apply:

Employees required to work on a public holiday shall receive payment at the rate of time and one-half (1 ½) for all hours worked.

Employees required to work on an observed holiday shall receive payment at the rate of time and one-half (1 ½) for all hours worked.

Employees required to work on a local declared holiday, i.e. Friday after Thanksgiving, shall be paid at his/her regular rate of pay for hours worked and shall receive a floating holiday to be used within six (6) months of the local declared

holiday. Floating holiday hours granted, up to eight (8) hours or twelve (12) depending on length of normally scheduled shift, shall be equal to the number of hours worked.

Employees who work on a local declared holiday are not entitled to the holiday allowance described in Section 2.

For the purpose of administering the provisions of this Article, holiday pay and time shall apply to the shift beginning on the day which is celebrated as a holiday and shall continue to be applied throughout the shift even if the shift ends on the following day.

Section 4.

Straight Day Workers: Holidays falling on Saturday or Sunday will be observed either the Friday before or Monday after the holiday. No work will be performed on Labor Day except such as is necessary for the preservation of life or property.

Rotating Shift Workers: All Public Holidays will be observed on the day on which the Public Holiday occurs. For the purposes of holiday pay for Rotating Shift Workers, a Public Holiday will commence at 6:00 a.m. on the day of the Public Holiday and will end at the conclusion of the night shift at 6:00 a.m. the next day.

Section 5. Subject to the provisions of **Section 5** of Vacation leave or death in the immediate family, as hereafter defined, he shall receive the holiday pay; but not to exceed two (2) such holidays which coincide with absence due to one of the above stated causes within any calendar year; however, no employee shall receive pay for more than two (2) holidays in any calendar year under provisions of this **Section**, employee shall receive regular pay if the holiday falls on the employee's regular scheduled day off. Death in the immediate family means:

“CURRENT spouse, mother/mother in law, father/father in law, brother/brother in law, sister/sister in law, grandparents/children, aunt or uncle.”

Death in the immediate family is further qualified as being the death of one of the above-named family members in the first and present status. For example, “brother in law” does not mean a brother in law from a divorced spouse and “aunt/uncle” means the sister/brother of the employee’s mother/father.

ARTICLE IX
LONGEVITY PAY

All full-time plant employees shall be granted longevity pay in addition to his/her base pay on a monthly basis. Said longevity pay shall be based on service at the water treatment plant as follows:

1. Three (3) through five (5) years of continuous service.....\$100.00/monthly
2. Over five (5) through ten (10) years of continuous service..... \$150.00/monthly
3. Over ten(10)through fifteen (15) years of continuous service..... \$200.00/monthly
4. After fifteen (15) years of continuous service..... \$275.00/monthly

ARTICLE X
SICK LEAVE POLICY

Section 1 Regular, full-time employees accumulate paid sick leave credits based on continuous service. Upon completion of six (6) months of continuous employment, each regular, full-time employee will each accrue sick leave credits equal to five (5) regularly scheduled work days. Upon completion of next (6) months of such employment, each employee will accrue additional sick leave credits equal to five (5) regularly scheduled work days, less any sick leave taken. After the first year of employment each employee accrues one (1) day of additional sick leave credit upon completion of each calendar month up to a maximum of nine hundred sixty (960) hours. Sick leave shall be earned by an employee for any month in which the employee is compensated for fifty (50) or more hours of work.

Section 2 The net sick leave credits available to any employee at any given time may be computed by use of the above formula, and by subtracting the number of sick leave credits used. A physician's certificate must be supplied by the employee for three (3) or more consecutive days of illness under paid sick leave conditions.

Section 3 Accumulated sick leave in excess of twelve (12) days up to a maximum of ninety-six (96) hours may be traded or sold at the end of the calendar year; two (2) days of accumulated sick leave for one day's pay.

Section 4 If an Operator calls in sick, and his schedule was for two days, then the day will be offered to the off-duty Operators, in a preceding and succeeding fashion. If an operators schedule was for three days, then the preceding operator will be offered the first two days and succeeding Operator offered the third day, unless there is a Relief Operator, who will work anything over two days. If a Relief Operator is not available, then the off-duty operators will cover the shifts.

ARTICLE XI **SENIORITY**

Section 1 The provisions of this **Article XI** in its entirety, but this **Article XI** alone, shall apply to employees of Employer's plant covered by this Agreement.

Section 2 When two or more employees have the same hiring date, they shall toss a coin to determine order of their seniority.

Section 3 In the lay-off or hiring of employees by the Employer, Employer agrees that in a reduction of force such employees shall be laid off in the inverse order of qualifications and their department seniority rating.

Section 4 In the event any job classification is abolished, employees holding such jobs and having higher seniority rating shall have the right to displace employees with less seniority in the department in which they are working; provided that in the opinion of Employer's Management they are competent and qualified to perform the job or jobs in which they are displacing other employees; and provided, further, that such displacement will not disrupt plant operations.

Section 5 All new jobs created, or positions to be filled as a result of a vacancy, shall be filled according to seniority rating; provided that the employee entitled thereto by seniority rating shall be competent in the judgment of Management to perform the job in question. Whenever a job vacancy exists among the jobs/employees covered by this agreement, the Employer shall post notice of the vacancy in the particular department where it exists for a period of seven (7) days. At the expiration of the posting period, the senior employee covered by this Agreement who in the judgment of Management, is competent to perform the job in question and who has requested the same, must accept the opening. If within two (2) weeks the employee, in the opinion of the Employer, is not adapted to the job he may be removed there from and shall be returned to his former job. Upon such removal the job shall be reposted. The Employer may designate temporarily a person to fill any vacancy.

Section 6 Seniority rating lists will be established and maintained according to departments covered by this agreement. Revised seniority rating lists will be made by Employer as of January 2 and July 1 of each calendar year; and adequate copies of such list will be furnished by Employer to the Union for distribution to employees. Employees will have fifteen (15) days after delivery of such lists to raise any questions concerning the correctness thereof; and any employees on military leave will have thirty (30) days after their return from service to raise any questions concerning the correctness of such seniority rating lists.

Section 7 All new employees hired by Employer shall be considered as probationary' employees for the first one hundred eighty (180) days of employment. All employees having continuous employment of ninety (90) days or more shall establish seniority rights to be dated from his date the employee was hired. The provisions of this Article are applicable only to those who have acquired seniority. Probationary employees may be terminated by Employer at any time with or without cause and there shall be no recourse to the grievance procedure arising out of such termination.

ARTICLE XII **OCCUPATIONAL ACCIDENTAL INJURY**

Section 1 Medical bills, hospital bills, nursing bills and drug bills will be paid by Employer in the case of an employee who is accidentally injured while engaged in the course of his employment and the performance of his duties pursuant to Louisiana's Workers' Compensation statues.

Section 2 An employee thus accidentally injured in the line of duty will also be paid full time at his regular hourly rate of pay while he is off work as a direct and proximate result of such accidental injury for a period not exceeding six (6) months (less the amount of Workers' Compensation indemnity benefits or similar payments by the Employer during such period); provided, however, that such employee may be reassigned to other duties within his physical capacities as determined upon recommendation of one of the designated physicians of Employer; but his regular hourly rate of pay shall not be reduced from that of the classification in which he was working at the time of his accidental injury, while so employed in lighter duties within this six (6) month period.

Section 2 (a). Employees, as outlined in Section 2 above, that are unable to report to work during the six month period shall remain at their residence or location where they have reported themselves to be recovering during the sick leave period. The employee will be permitted to engage in only the following activities upon notifying the Water System Manager or Plant Superintendent:

- (1) To obtain medical attention or treatment at their physician's office, hospital, or clinic for treatment.
- (2) To purchase medications prescribed by the physician.
- (3) To purchase groceries for meals at their residence or place of confinement.
- (4) To attend church.
- (5) To vote.
- (6) To attend the funeral of any relative or close friend.
- (7) To engage in any limited activity specifically prescribed by an attending physician. (i.e. physical therapy).

Section 2 (b). In any event, when employees intend to be away from their residence or recovery location for the reasons listed in Section 2 (a), they shall notify their Water System Manager or Plant Superintendent of:

- (1) The location they are going to;
- (2) A telephone number at the location where they can be contacted, if appropriate;
- (3) The reason for their going to that location;
- (4) The anticipated length of absence from their residence or location of recovery; and
- (5) The members shall notify the Water System Manager or Plant Superintendent of their return to their residence or recovery location.

While on sick leave as outlined in Section 2, employee shall accept visits and/or phone calls from a supervisor to their place of recovery. If an employee is not properly logged away from their place of recovery, the employee may face disciplinary action.

Section 3 After the expiration of six (6) months from the date of such accidental injury in the line of duty, if the employee is still off work due directly and proximately to injury thus sustained, he shall then following such six (6) month period be entitled to receive such rate of compensation as is prescribed under the Louisiana Workmen's Compensation Law.

ARTICLE XIII **SUBMISSION OF GRIEVANCE**

Section 1 Any employee shall be entitled to reasonable hearing by Employer of any claim of grievance on which the employee may wish to be heard; whether it concerns the terms of this Agreement or any other matter of employment relationships or working conditions; provided the employee asserting the grievance shall have first exhausted every reasonable effort in good faith to resolve the grievance through supervisory channels at the management level.

Section 2 Employer agrees that it will accord such grievance a hearing by the Director of Public Works; and a further hearing by the Mayor of the City of Monroe if the matter is not resolved at the first hearing. Employer shall not be required to hold further hearings on the same matter of grievance. The Plant Superintendent, the Department Head, any particular aggrieved employee, and the Union shall be entitled to appear and be heard at any such hearing without loss of pay. Others may be permitted to attend or be heard at any such hearing by mutual consent of Employer and the Union. Employer and Union agree to exercise every reasonable effort in good faith to resolve any such grievance to the mutual

satisfaction of the parties affected. If it is found pursuant to this procedure that an employee has been suspended or discharged without a justification, such employee shall be reinstated with his seniority rights unbroken and shall be compensated for any wages lost as a result of the suspension or discharge or as otherwise may be agreed upon by the Employer and Employee.

ARTICLE XIV **JURY DUTY AND FUNERAL LEAVE**

Section 1 An employee shall be excused for service on jury duty without loss of his regular rate of pay; provided that such paid jury duty leave shall be applicable only to such portions of any day, computed at no less than half a day, during which an employee shall be in attendance at court on jury call or in actual jury service. Employees whose attendance at work may justify excuse from jury duty will cooperate with Management in obtaining such excuse.

Section 2 In the event of death in the immediate family of an employee (as defined in Article VIII, Section 5), the employee shall be granted three (3) days leave of absence with full pay to make household adjustments, arrange for and/or to attend funeral arrangements. Immediate family shall be defined as: Current spouse, mother, father, brother, sister, grandparents and children. *Other relations:* In the event of death in the family of an employee, the employee shall be granted two (2) days of absence with full pay to assist in making arrangements and/or attending the funeral. Other relations shall be defined as: father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, uncle and/or aunt. *Unusual Circumstances:* In situation where unusually long travel time is involved in connection with funeral of employee's family member, employee may apply, in advance, for additional funeral leave, in exceptional circumstances. Total absence shall not exceed five (5) consecutive calendar days. An employee must attend the funeral to be eligible for the above benefits and must present proof of attendance.

Section 3 The provisions of this **Article XIV** providing for excused paid absences apply only when the particular absence covered by any part of this **Article XIV** otherwise conflicts with the employee's regular work schedule. No employee shall exceed ten (10) days of funeral leave in any calendar year.

ARTICLE XV **MISCELLANEOUS TERMS**

Section 1 Employer agrees that at all times it will make reasonable provisions

for the safety and health of its employees while on duty, by providing modern protective devices, safety equipment, safety apparel and such other equipment or devices as may be designed to promote the safety and physical welfare of its employees. Rain suits or slickers and boots will be furnished to all employees who are required to work outside.

Section 2 Employees shall be required and expected to comply with all operating rules of safety and good conduct as may be posted from time to time by Employer.

Section 3 Employer agrees that if an employee shall desire to undertake to improve his competence and ability for work related skills and such training has been pre-approved by the Employer, the Employer will pay on behalf of such employee the cost of such job training, provided the particular school from which such course is taken shall be first approved by the Employer; and provided that the employee taking any such job training course or training work passes the minimum requirements for satisfactory completion of any such course or training as provided for in the job description.

Section 4 Uniforms will be provided to all plant personnel between May 1st and June 30th, on a yearly basis (4 short sleeve shirts, 4 long sleeve shirts, 1 coat and 8 pair of pants), and insulated winterwear and/or Carhartts (at the option of the Employer) or bibs every other year as approved by the Plant Supervisor. Plant's welding personnel will be able to substitute regular uniforms for welding uniforms. Winter wear including bibs and safety boots will be provided to all full-time employees.

Section 5 When employees are required to work unscheduled overtime, they shall be furnished a meal as close to 7:00 o'clock p.m. as possible after overtime starts; a meal will be served every six (6) hours thereafter until employees are released from overtime duty because of the inability of employee to leave work site.

Section 6 Employer agrees to hold safety meetings on Friday morning of each week. Meeting time will go toward employees' certification hours if approved by D.H.H. (Department of Health & Hospitals) certification committee. Employer will make all reasonable attempts to schedule training to lead operators on his/her scheduled work day.

Section 7 Employer will maintain a safety net around water treatment basins to protect water treatment employees.

Section 8 Employer will be responsible for golf ball damage from Forsythe Golf Course to employees' vehicles while said vehicles are on the grounds of the

water treatment plant.

ARTICLE XVI **GENERAL PROVISIONS**

Section 1 Pledge against Discrimination and Coercion

The provisions of this agreement shall applied equally to all employees in the bargaining unit without discrimination as to race, religion, color, sex, age, national origin, handicapping conditions, veteran status, marital status, or political affiliations. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All reference to employees in this Agreement designates both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer of any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

The Union assures that under its nondiscrimination policy that no person represented under the provisions of this Agreement shall on the ground of race, religion, color, sex, age, national origin, handicapping conditions, veteran status, marital status or political affiliations be excluded from participation in. be denied the benefits of or be subjected to discrimination under any of its programs or activities.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE XVII **JOB CLASSIFICATIONS AND RATES OF PAY**

Then is attached hereto and made a part hereof exhibits marked for identification; "**Appendix A**" which sets forth the base hourly rates of pay of the job classifications covered by this Agreement as described in "**Appendix B**". The rates of pay set forth in "**Appendix A**" shall be effective as of the date of the signing of this Agreement and shall remain in effect through the term of this Agreement, unless amended or modified by mutual consent of both parties.

ARTICLE XVIII
EFFECTIVE DATE AND DURATION

All Articles and Sections of this Agreement shall commence on the 1st day of December, 2021 and expire at the cease of work on December 31, 2023, unless otherwise amended or modified by the mutual consent of the parties, and this Agreement shall automatically be renewed for one (1) year terms in the absence of notice by a party to the agreement that it desires to modify or terminate the Agreement - no party to this Agreement shall modify or terminate this Agreement unless the party desiring such modification or termination serves a written notice upon the other party to the Agreement of the proposed modification or termination sixty (60) days prior to the expiration date of the Agreement. During the term of this Agreement, except as provided above, no part of the Agreement may be reopened for negotiations except on the agreement of both the Employer and the Union. The Agreement shall continue in full force and effect pending the outcome of negotiations.

THUS DONE AND SIGNED this 7th day of December, 2021 in the presence of the undersigned witnesses.

WITNESSES:

CITY OF MONROE

Lydon McMahar
Print

By: Friday
Friday Ellis, Mayor

Lydon McMahar
Sign

Michelli Martin
Print

Michelli Martin
Sign

LOCAL 407, INTERNATIONAL
UNION OF OPERATING ENGINEERS
AFL-CIO

By: Jamala Bailey 12/7/21
Committee Member Date

By: _____
Committee Member Date

**LOCAL 407 INTERNATIONAL UNION
OF
OPERATING ENGINEERS, AFL-CIO**

APPENDIX A

JOB CLASSIFICATION	WAGE RATE
OPERATOR A	21.61
UP-GRADE	21.07
OPERATOR B	21.07
OPERATOR TRAINEE	19.86
ELECTRICIAN A	21.50
ELECTRICIAN B	19.93
MAINTENANCE A	21.50
MAINTENANCE B	20.11
UTILITY A	18.40
UTILITY B	16.36
LABORATORY TECHNICIAN	21.62
RELIEF LABORATORY TECHNICIAN	21.07
ELECTRONICS TECHNICIAN	21.50
BUILDING MAINTENANCE	19.93
ELECTRICAL SUPERVISOR ²	28.76
MAINTENANCE SUPERVISOR ²	28.26
ADMINISTRATIVE ASSISTANT ²	20.77

¹ Prior to January 1, 2005, the City paid the employee portion of the pension on behalf of all City employees. On January 1, 2005, the City terminated this practice and the employee began paying the employee portion of the pension. Any Employee that filled a classification before December 31, 2004, was given an increase of 9.25% based on gross salary to offset the pension amount.

² This classification is not a part of the bargaining unit and added solely for administrative convenience in showing all wages within the plant in the above classifications. These employees will also be eligible for longevity and certification pay if recommended and approved by the Director of Public Works.

APPENDIX B

Operator A— has the responsibility for the treatment of subject water supply to conform to specifications set forth by the Environmental Protection Agency of the United States. Accomplishment of said treatment will be by operation of chemical process control equipment per instructions from the plant superintendent pursuant to the achievement of this task. Responsibility also includes control of the distribution system through instrument interpretation and control of valves and pumps to maintain pressures and water supplies as specified by the plant superintendent. Other duties are the supervision of plant personnel to maintain plant operation and to prepare and maintain records, reports, and charts of daily operation. Personnel acting in this capacity will acquire a Class IV certification in Water Treatment from the State of Louisiana.

Operator B — will assist the senior on-duty operator in maintaining plant operation as per instruction. Operator B must possess a Class III certification in water treatment, production and distribution as a minimum. Operator B must take and pass the test for Class IV certification once points are obtained and at that time he/she shall be promoted to Operator 'A'.

Up-Grade Operator — will meet the requirements of the Operator 'A' job classification and act as the relief operator. When not performing operational duties, the Up-Grade Operator will work in a maintenance capacity.

Operator Trainee — classification will be used only to designate status and pay for personnel training for operating positions. Will train under the supervision of the senior on-duty operator and assist the senior on-duty operator in maintaining plant operations as per instruction. Will participate in continuing education courses and once he/she obtains a Class II certification in water treatment, production and distribution, he/she shall be promoted to Operator 'B'.

All Electrician, Maintenance, and Utility personnel will be under the direct supervision of the plant superintendent and maintenance foreman.

Electrician A — will maintain and supervise personnel for the maintenance of all electrical systems and supplies including instrument grad technology.

Electrician B — will perform in a supervised capacity.

Electronics Technician — will be responsible for the installation, maintenance and repair of electrical and electronic systems and equipment pertaining to the operation of the Water Treatment plant and sub-stations.

Maintenance A — will maintain and supervise personnel for the maintenance of all mechanical systems, pumping stations, storage tanks, and other related duties.

Maintenance B — will perform in a supervised capacity.

Utility A — after ninety (90) days employment in this position, the employee will be upgraded to the classification he was hired to fill.

Utility B — with the exception of Operators and Operator Trainees, this position will be the base position for hiring, after ninety (90) days of employment in this position, the employee will be upgraded to Utility 'A'

Lab Technician — will gather and analyze samples of the water supply for the determination of quality to ensure it meets all rules, regulations, and guidelines set forth by the E.P.A. (Environmental Protection Agency) and the Louisiana Department of Health & Hospitals. This position works under the direct supervision of the Water Treatment Plant superintendent. Duties also include unloading and the

supervision of personnel unloading chemicals and the preparation of chemicals used in the treatment of the water supply.

Relief Lab Technician — will gather and analyze samples of the water supply for the determination of quality. Duties also including unloading and the supervision of personnel unloading chemicals and the preparation of chemicals used in the treatment of the water supply, and all other related work as required.

Building Maintenance — responsible for building maintenance of water treatment plants and associated pumping stations. The ordering of supplies and materials for this purpose and the maintenance of grounds associated with these structures as directed by Plant Superintendent.

² This classification is not a part of the bargaining unit and added solely for administrative convenience in showing all wages within the plant in the above classifications. These employees will also be eligible for longevity and certification pay if recommended and approved by the Director of Public Works.

CITY OF MONROE WATER TREATMENT PLANT

Certified Operators	Water License Class		
	Production	Treatment	Distribution
Albritton, Scott	IV	IV	IV
Augustine, Jermiah	II	I	I
Badger, Denzell	II	I	III
Bailey, Tamala	II	III	II
Benton, Sean	IV	IV	IV
Buford, Tyler	IV	IV	III
Charleston, Shaquille	II	III	II
Colson, Brian	II	II	I
Goins, Mikeous	IV	IV	IV
Hunter, Shahriar	II	II	
Johnson, Daren	IV	IV	IV
Joiner, Matthew	IV	IV	IV
Massey, Michael	IV	IV	IV
Morehead, Tomeykia	IV	IV	IV
Morris, Nathan	IV	IV	IV
Price, Joctovria	IV	IV	IV
Roberts, James	II	III	IV
Scott, Clifton	III	III	III
Smith, Ronnie	IV	IV	IV
Wills, Christopher	I	I	I