

**AGREEMENT**

**BETWEEN**

**THE CITY OF MONROE, LA**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL**

**EMPLOYEES (AFSCME) LOCAL 2388**

**2018-2020**

## LABOR AGREEMENT

The City of Monroe, Louisiana, hereinafter referred to as Employer, and Louisiana Public Employees Council No. 17, American Federation of State, County and Municipal Employees, AFL-CIO, Local # 2388, representing employees covered by this agreement, hereinafter referred to as the Union, do hereby reach an Agreement for the purpose of enhancing the material conditions of the employees and promoting the general efficiency of the service of the Employer, to eliminate political consideration in the firing policy and to promote the morale, well-being and security of employees.

### ARTICLE I RECOGNITION

**Section 1.** The Employer recognizes the Union, Local #2388, as the designated representative of its full-time employees for the purpose of collective bargaining with respect to wages, hours and working conditions and other conditions of employment.

**Section 2.** The term "employee" includes all those full-time workers employed by the City who are not covered by the following unions:

1. International Association of Firefighters - Local 629
2. Amalgamated Transit Union - Local 1160
3. International Union of Police Association - Local 81
4. International Union of Operating Engineers - Local 216

and employees that are excluded by this Agreement in Section 4 of this Article. Secretaries and custodians can be represented by the Union and can join.

**Section 3.** The term "day or days" whenever used in this Contract shall mean working days.

**Section 4.** The following positions and/or employees shall not be eligible for membership in the Union: Division Heads and Department Heads from each Department and their assistants, summer youth workers, part-time employees who work less than twenty (20) hours a week, seasonal employees and employees of the Personnel Department.

### ARTICLE II UNION-MANAGEMENT RELATIONS

**Section 1.** Collective bargaining with respect to wages, hours and working conditions and other conditions of employment, shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. If negotiations are conducted during working hours, employees will suffer no loss of time.

**Section 2.** Agreement reached between the parties to the Agreement shall become effective only when signed by the President of Local #2388, Secretary-Treasurer of Local # 2388 and an authorized representative the American Federation of State, County and Municipal Employees, AFL-CIO, and the authorized representative of the Employer.

**Section 3. Management Rights and Obligations**

It is the duty of the City of Monroe to negotiate in good faith concerning wages, hours, and conditions of employment with this Local. All managerial rights are reserved to the Employer except as herein expressly limited. The City is entitled herein to without negotiation or reference to any agreement resulting from negotiations:

- A. To direct its employees
- B. To hire, promote, classify, transfer, assign, retain, suspend, demote, discharge, or take disciplinary action against any employee for cause
- C. To relieve any employee from duty because of lack of work or any legitimate reason
- D. To maintain efficiency of its governmental operation
- E. To determine the methods, means, and personnel by which its operations are to be conducted, including the use of temporary employees as needed
- F. To take whatever action may be necessary to carry out its responsibility in situations of emergency

The enumeration of certain management rights and functions above shall not be deemed to exclude other rights or functions of management not so enumerated.

**Section 4. Employee Relations Committee**

An Employee Relations Committee composed of the Union President or Vice President or his/her designee, two other Union members and a representative of Council 17, American Federation of State, County and Municipal Employees, the Department Heads or his/her designee, and two other employer representatives designated by the Mayor shall be established. Alternates to each of the above members shall also be appointed.

The Employee Relations Committee shall meet quarterly at a mutually convenient time to promote harmonious relations between the parties. If the Mayor and Union President agree that a meeting is not necessary, it may be cancelled by mutual agreement. If an appropriate agenda has not been developed, the meeting will be delayed until a suitable time. The purpose of these meetings will be to consider conditions affecting employees and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss other issues, which improve the relationship between the parties.

The Union President and Vice President will also meet quarterly with the Mayor and if the Mayor desires, a City representative may also attend the meeting. If the Mayor is unable to meet with the Union representatives, the Union shall be notified.

All Employee Relations Committee meetings and meetings with the Mayor shall be held during normal administrative working hours, on the Employer's premises and without loss of pay; however, no overtime or compensatory time shall be allowed to any member of the Committee for attendance at these meetings.

### **ARTICLE III CHECK-OFF OF DUES**

**Section 1.** The Employer agrees to deduct from the paycheck of each employee who has signed an authorization card for payroll deduction, the amount certified by the Treasurer of Local # 2388 and any change in such amount shall be so certified by sending a copy of the Resolution approving or authorizing the said dues change. The total amount deducted each month shall be paid to the AFSCME Joint Account of the American Federation of State, County and Municipal Employees not later than the fifteenth (15th) day of the following month, at 3888 South Sherwood Forest Blvd., Baton Rouge, LA, 70816.

These deductions may be terminated by the member at the end of one (1) year upon giving the Treasurer of said Local Union #2388 and the Employer written notice within thirty (30) days prior to the anniversary date or upon termination of his employment. The anniversary date shall be the date of the day that the card is signed and the employee becomes an official member.

If the Treasurer and Employer are not notified within thirty (30) days before the anniversary date this will constitute approval for continuation of membership for another year. The Union shall indemnify and hold harmless the Employer against any and all claims, demands, suits, judgment, legal fees, or other forms of liability that should arise out of or by reason of actions taken or not taken by the Employer in reliance upon the check-off authorization forms furnished by the Union to the Employer for the purpose of complying with any of the provisions of this Article.

### **ARTICLE IV UNION REPRESENTATION**

**Section 1.** The Employer recognizes and shall deal with all accredited Union Stewards, the Union President and/or Vice-President and accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO.

**Section 2.** A written list of the Union Steward (to outline the area to be represented by each steward) shall be furnished to the Employer immediately after their designation and the Union shall promptly notify the Employer of any change in Union Stewards.

**Section 3.** The number of Stewards and officials to be recognized by the Employer and the area to be represented by the Stewards shall be mutually agreed to by the Employer and the Union. A copy of such will be furnished to the respective parties.

**Section 4.** Union Stewards shall be granted reasonable time off during working hours to investigate and settle grievances within their respective areas of jurisdiction upon approval of their immediate supervisors. Such time shall be granted without loss of pay. Before investigating any grievance, the Steward shall request approval from his/her immediate supervisor by notifying the Supervisor of his/her intended destination and time he/she expects to leave his/her duty station.

He/She shall also notify the Supervisor of the time he/she returns to his/her duties and assure the continuity of work production.

## **ARTICLE V HOURS OF WORK AND OVERTIME**

### **A. Work Week:**

The normal workweek shall consist of five (5) eight (8) hour days, or four (4) ten (10) hour days, exclusive of lunch periods.

### **B. Overtime:**

- a. The rate of pay for any hours worked over eight (8), in an employee's work day scheduled to work five (5) eight (8) hour days, shall be paid at the rate of time and on-half (1 1h) the employee's regular hourly rate of pay, and the same rate of pay shall apply for all hours worked over forty (40) in any work week.
- b. The rate of pay for any hours worked over ten (10) in an employee's work day scheduled to work four (4) ten (10) hour days, shall be paid at the rate of time and on-half (1 1h) the employee's regular hourly rate of pay, and the same rate shall apply for all hours worked over forty (40) hours in any work week.

## **ARTICLE VI DISCIPLINE AND GRIEVANCE PROCEDURE**

### **Section 1. Discipline**

- A. The primary purpose of discipline is to correct performance or behavior that is below acceptable standards, or contrary to the employer's legitimate interests, in a constructive manner that promotes employee responsibility.
- B. To ensure each employee's right to due process and the application of discipline in a consistent and fair manner, supervisors shall apply a program of progressive discipline where applicable.

### **Pre-Disciplinary Process**

Once the Employer believes misconduct has occurred, the employee will be issued a pre-disciplinary letter which contains the following:

- A. The date, time and place of the pre-disciplinary hearing;
- B. The rule or regulation under which the alleged misconduct is in violation of;
- C. The reason the disciplinary action is being proposed, including the allegations of misconduct;

- D. Notice that the employee may respond to the allegations contained in the pre-disciplinary letter at the pre-disciplinary hearing and that the employee may be represented by an AFSCME representative at the pre-disciplinary hearing;
- a. No more than two representatives from the Union shall be present.

### **Appeals**

An employee shall appeal a disciplinary action through the grievance procedure in this Agreement.

### **Section 2. Grievance Procedure**

It is the policy of the Employer and the Union to develop and maintain a satisfied and efficient work force, and to resolve employee problems at the lowest possible supervisory level and at the earliest possible opportunity after such problems are recognized. In furtherance of this policy, when an employee feels he/she has been treated unjustly, he/she has the right to use the Grievance Procedure without fear of coercion, discrimination or reprisal because of his/her action. It is incumbent upon every supervisor to provide his/her employees with an opportunity to be heard in accordance with the following Grievance Procedure:

#### **Step 1**

The employee shall present the grievance in writing to his/her immediate Division Head within five (5) working days after the employee should have been aware of the incident which caused the employee to be aggrieved. The employee may have the Local Union Steward represent him/her in Step I but the employee must be present at the meeting. An employee who is not a member of the Union may have any fellow employee represent him/her in Step I but the employee must be present at the meeting.

The Division Head shall give an answer to the grievance within five (5) working days thereafter.

Neither the employee nor his/her representative shall disrupt their work schedule to present a grievance to the Division Head. They will arrange a meeting time that is convenient to both the employee and his/her representative and the Supervisor. The Supervisor will be expected to give this meeting his/her prompt attention.

#### **Step II**

If the employee is not satisfied with the decision of his/her immediate Division Head, he/she may, within five (5) working days, submit his/her grievance in writing through the appropriate Department Head.

The Department Head and Personnel Officer will jointly review the grievance and conduct an appropriate investigation as necessary. The employee may be represented by his/her Steward and/or a Council 17 representative at the second step of the Grievance Procedure; however, the employee must also be present at the meeting. An employee who is not a member of the Union may have any fellow employee represent him/her in Step II but the employee must be present at the meeting.

The Department Head will render a written decision within seven (7) working days.

### **Step III**

If the employee is not satisfied with the outcome in Step II, he/she may, within five (5) working days submit the written grievance to the Mayor of the Employer.

The Mayor will review the grievance within five (5) working days, making a record thereof and rendering his/her decision within five (5) working days. The Mayor's review shall at his/her option, consist of:

- 1) a review of the written presentation at Step I and Step II;
- 2) a meeting whereby the aggrieved employee presents the grievance to the Mayor or his designee; or
- 3) or a hearing before Grievance Committee.

When the grievance is reviewed other than by the Mayor, a report shall be given to the Mayor, who will review and give his/her decision within ten (10) working days.

The employee may be represented by the Union Steward, and/or President, and/or a representative of Council No. 17 at the grievance meeting or hearing; however, the employee must also be present. An employee who is not a member of the Union may have any fellow employee represent him/her in Step III but the employee must be present at the meeting or hearing.

A Grievance Committee shall be composed as follows: Two appointed by the Mayor, two appointed by the Union and the fifth member shall be appointed by these four.

If it is found that an employee has been suspended or discharged without justification, then such employee shall be reinstated with unbroken seniority rights and shall be compensated for any wages lost as a result of the suspension or discharge.

## **ARTICLE VII WORK FORCE CHANGES**

### **PROMOTIONS**

The term "promotion", as used in this provision, means the advancement of an employee to a higher paying position or the reassignment of an employee - at the employee's request - to a position the employee considers to be in his best interest regardless of the rate of pay.

Whenever a job opening occurs - other than a temporary opening as defined below - in any existing job classification or as the result of the development or establishment of new job classifications, a notice of such opening shall be posted on all bulletin boards for ten (10) working day.

During this period, employees who wish to apply for the open position or job - including employees on layoff - may do so. The application shall be in writing, and it shall be submitted to

the Human Resources Division. No application shall be considered unless it is submitted by the employee to the Human Resources Division. Human Resources shall provide the employee with a notice of receipt of submission, including date and time of submission. Upon request by the employee to Human Resources, the status of the application and subsequent updates and status changes shall also be provided.

The Employer shall fill the opening by promoting from among the qualified applicants the employee with longest continuous service.

Temporary job openings are defined as job vacancies that may periodically develop in any job classification that does not exceed ten (10) days. Job openings that recur on a regular basis and then remain open more than ten (10) days at a time shall not be considered temporary job openings.

Temporary job openings may be filled by Employer assignment or reassignment, and the assignment or reassignment shall be made in terms of promotion based upon seniority. Temporary assignments shall be considered as training assignments by which an employee may obtain experience that will enable him to qualify for future promotions.

No employee shall be assigned to a temporary job opening more than twice in any calendar year, unless the employee specifically requests the assignment. The request must be in writing and submitted to the employee's immediate supervisor. It is the intent of this provision to prevent the repeated assignment of employees to job vacancies designated as temporary job openings when such job openings could be filled in another manner.

Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate, whichever is higher.

### **DEMOTIONS**

The term "demotion", as used in this provision, means the reassignment -not requested by the employee - of an employee from a position in one job classification to a lower paying position in the same job classification or in another job classification.

Demotions shall be made only to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect which alternative he will take -the demotion or the layoff.

No demotion shall be made for disciplinary reasons.

### **VOLUNTARY DEMOTION**

For purposes of this Article, Voluntary Demotion is the movement of an employee to a vacant permanent position in a class in a lower pay range. With the approval of the Employer, the employee may voluntarily demote in lieu of layoff and/or termination to a vacant permanent position for which he/she is qualified.



### **LAYOFF**

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority.

### **RECALL**

Employees shall be recalled from layoff according to their seniority.

No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

### **CONSOLIDATION OR ELIMINATION OF JOBS**

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the Employer of any equal classification or lower for which the employee is qualified. Any employee transferred as a result of the application of this provision shall be given the opportunity for any training needed to perform satisfactorily the job to which he is transferred.

### **TRANSFERS**

Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor and to the supervisor of the position requested. The application shall state the reason for the requested transfer.

Employees requesting transfers for reasons other than the elimination of jobs shall be transferred to equal, lower or higher paying job classifications on the basis of seniority, qualifications and the availability of job openings.

Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or any other job of a classification for which he is qualified on the basis of seniority and the availability of job openings as set forth under "CONSOLIDATION OR ELIMINATION OF JOBS."

### **NEW OR VACANT JOBS**

New jobs or vacancies in existing job classifications - job vacancies are existing job classification that are not occupied due to prior curtailment of operations, employee illness, employee leaves of absence, or any other reason - shall be filled initially the

Employer on the basis of a temporary transfer. During the period of temporary transfer, the job shall be posted on all bulletin boards. Employees desiring to transfer to the job shall submit an application in writing to their immediate supervisor and to the supervisor over the job sought.

The Employer shall fill the new job classification or the vacant job within ten (10) days.

The job shall be filled on the basis of seniority and qualification.

**BUMPING**

When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority rights to bump - replace an employee with less seniority. Such employee may - if he so desires - bump any employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee whom he bumps.

**SENIORITY**

Seniority means an employee's length of continuous service to the Employer since his last date of hire.

**PROBATION PERIOD**

New employees shall be added to the seniority list ninety (90) days after their date of hire.

**SENIORITY LISTS**

Biannually, but no later than January 30<sup>th</sup> and July 30<sup>th</sup>, the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted.

**BREAKS IN CONTINUOUS SERVICE**

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.

**ARTICLE VIII  
HOLIDAY PAY**

**Section 1. Designated Holidays and Definitions.**

The following are designated holidays:

- |                        |                     |
|------------------------|---------------------|
| 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, the employee and his/her supervisor will decide on a substitute date.)

**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 shall 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, 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.**

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.

**Section 5. Holiday Hours for Overtime Purposes**

For the purposes of computing overtime, all holiday hours for which an employee is compensated, shall be regarded as hours worked.

## **ARTICLE IX SICK LEAVE**

### **Section 1. Allowance**

Any full-time employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay.

Full-time employee shall be eligible for sick leave after ninety (90) days, service with the Employer.

Full-time employees shall be allowed one (1) day sick leave for each month of service. 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. Accumulation**

Full-time employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the Employer. Sick leave may be accumulated up to a maximum of 120 days.

### **Section 3. Unused**

Employees shall be compensated in cash for any accumulated unused sick leave when they are permanently separated from employment as a result of voluntary resignation, discharge, retirement, or death. In the event of death, payment is to be made to the estate of the employee.

The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.

### **Section 4. When Taken**

When an employee finds it necessary to be absent for any of the reasons specified herein, he/she shall cause the facts to be reported to his/her department head thirty (30) minutes prior to the regular time for reporting to work.

An employee must keep his department head informed of his/her condition if the absence is more than three (3) days duration. An employee may be required to submit a medical certificate for any absence after the third (3) day in any one usage.

Employees with an unacceptable attendance record must support any sick leave with an appropriate certification or verification by a local physician.

The initial determination of "acceptable" or "unacceptable" attendance record shall be made by the Department Head. When an employee's attendance record becomes "unacceptable", Employer shall notify both the employee and the Union. Any dispute over such classification shall be handled through the Grievance Procedure in Article Vi., herein.

After an employee has banked twelve (12) unused sick days, he/she has the option to either continue accruing such time or receiving in cash in December on a 1 to 2 ratio, all time which he/she elects to cash in up to twelve (12) days of accumulated sick leave over twelve (12) days he/she must keep banked at all times.

## **ARTICLE X LEAVES OF ABSENCE**

### **Section 1. Eligibility Requirements**

Employees shall be eligible for leave of absence after ninety (90) days service with the Employer.

### **Section 2. Application for Leave**

Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence may be furnished to the employee by his immediate supervisor, and it shall be in writing.

Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.

A request for a short leave of absence - a leave not exceeding one (1) month - shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested. However, if an employee is returning from an educational leave during which the employee has acquired the qualifications for a higher rated position the employee shall be returned to the higher rated position under the following conditions:

- 1) the position became or remained open during the employee's leave and it is still open at the time the employee returns from leave,  
and
- 2) the employee requests assignment to the higher rated position within ten (10) days after returning from educational leave,  
and
- 3) the employee has greater seniority than other qualified employees requesting assignment to the position.

### **Section 3. Paid Leave**

#### **A. Funeral Leave**

In the event of death in the immediate family of an employee, the employee shall be granted three (3) days leave of absence with full pay to make household adjustment, arrange for and/or attend funeral arrangements.

An employee must attend the funeral to be entitled to the above benefits outlined in Section 3(A), (B) and (C). No employee shall exceed ten (10) days of funeral leave in any calendar year.

"Immediate family" shall be defined as: current spouse, children, mother, father, brother or sister.

#### **B. Other Relations**

In the event of death in the family of an employee, the employee shall be granted two (2) days leave of absence with full pay to assist in making arrangements and/or attending the funeral. "Other relations" shall be defined as current: grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, uncle and/or aunt.

#### **C. Unusual Circumstances**

In situations where unusually long travel time is involved in connection with funerals of members of an employee's immediate family and other relations, an employee may apply, in exceptional circumstances, for additional funeral leave. Total absence shall not exceed five (5) consecutive calendar days.

#### **D. Jury Duty**

Employees shall be granted a leave of absence, with pay, any time they are required to report for jury duty or jury service.

#### **E. Union Business**

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, be granted a leave of absence with pay. A continuous leave of absence shall not exceed one (1) week, but it may be renewed or extended for a similar period at any time upon request of the Union and approval of the Employer. If denied, the Employer shall cite the reason.

The Executive Board shall have the right to select from its Executive Board not more than five (5) members to attend at one time, without the loss of pay, AFSCME meetings and/or conventions, nor may any member exceed fifteen (15) days in one calendar year. No more than two (2) employees from one sub-division shall be released at the same time. Additional employees may be released at the same time and release time under this section may be extended upon request of the union and approval of the Employer. Beginning in the year 2018, the City will authorize the seven (7) Executive Board members to attend the Biennial AFSCME Convention.

#### **F. Military Service**

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a compulsory annual training period (i.e.

summer camp) under the supervision of the United States or this State, shall be granted leave, with pay, not to exceed two (2) weeks for such activity.

Any employee who enters into active service in the armed forces of the United States while in the service of the Employer shall be granted a leave of absence without pay for the period of military service.

## **ARTICLE XI VACATIONS**

**Section 1.** All full-time employees shall be granted paid vacation time, with the right to draw normal straight time pay 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:

<b><u>AFTER</u></b>	<b><u>CAN TAKE</u></b>
1 <sup>st</sup> anniversary of employment	10 days
2 <sup>nd</sup> anniversary of employment	10 days
3 <sup>rd</sup> anniversary of employment	10 days
4 <sup>th</sup> anniversary of employment	10 days
5 <sup>th</sup> anniversary of employment	15 days
6 <sup>th</sup> anniversary of employment	15 days
7 <sup>th</sup> anniversary of employment	15 days
8 <sup>th</sup> anniversary of employment	15 days
9 <sup>th</sup> anniversary of employment	15 days
10 <sup>th</sup> anniversary of employment	20 days
11 <sup>th</sup> anniversary of employment	20 days
12 <sup>th</sup> anniversary of employment	20 days
13 <sup>th</sup> anniversary of employment	20 days
14 <sup>th</sup> anniversary of employment	20 days
15 <sup>th</sup> anniversary of employment	20 days
+	1 additional day for each year up to a max of 25 Days

**Section 2.** No annual leave (vacation) may be taken by an employee until he/she has been in the service of the City continuously for a period of six (6) months.

**Section 3.** An employee can accrue up to one hundred twenty (120) days' vacation and will be paid for all accruals at retirement, separation, or death.

**Section 4.** Holidays occurring during an employee's scheduled vacation shall not be charged to his/her vacation time in any case.

**ARTICLE XII  
CALL TIME**

Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1 ½).

Provided, however, that any employee whose job description necessitates that he be on call or on standby as a part of his regular work shift and for which he receives special consideration in the form of extra time off or extra pay whether he is called out or not, shall not be subject to the minimum call time provisions stated herein for the time during which he is on call or on standby.

If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of time and one-half (1 ½) until he completes two (2) hours work. The employee shall then be paid for the balance of his/her regular work shift at his/her normal rate of pay.

**ARTICLE XIII  
REPORTING TIME**

Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned to at least four (4) hours work on the job for which he was scheduled to report.

If work on the job is not available, the employee shall be excused from duty and paid, at his regular rate, for four (4) hours work at the appropriate rate - straight time or overtime - whichever is applicable.

When any employee reports for and starts to work as scheduled and is excused from duty for employer related issues before completing four (4) hours work, he/she shall be paid for four (4) hours at the appropriate rate - straight time or overtime - whichever is applicable.

**ARTICLE XIV  
REDUCTION IN FORCE SEVERANCE PAY**

Should it ever be necessary for the Employer to discharge an employee in connection with a program of a permanent reduction in force or layoff, all affected employees shall be entitled to at least two (2) weeks notice or to two (2) weeks severance pay, in the event notice is not practical or possible, at the option of the Employer.

No severance pay and no established period of notice shall be required in connection with any temporary layoff or reduction in force. However, should a layoff or reduction in force begin as temporary and continue for more than one hundred twenty (120) calendar days, it shall be considered as permanent, and affected employees shall be entitled, under such circumstances, to payment of the equivalent of two (2) weeks regular, straight time pay, as severance pay.



## ARTICLE XV WAGES

**Section 1.** It is agreed by both parties, that on or about January 15 of each year Local #2388 shall have a committee meeting with the Department Heads to determine a Wage Rate for the upcoming fiscal year, except as noted below.

### **Section 2. Classification, Wage and Benefit Study**

The parties recognize that the current lack of a pay scale has hindered recruitment and increased turnover. The Employer has engaged Gallagher Benefit Services, Inc. to conduct a job description and wage comparison study and issue recommendations on wage rates and personnel policies.

On or before July 1, 2018, the Employer intends to hire, subject to City Council approval, Gallagher Benefit Services, Inc. to conduct a comprehensive job classification and compensation study covering approximately 350 employees and up to 235 job titles within the City. It is expected that the process will take between six to eight months, but both parties recognize the time frame could be longer.

To ensure collaborative and harmonious relations, the Employer will include the Union in the process to the extent that the job classification and compensation study impacts the Union or bargaining unit employees. The City and the Union agree that one Union representative shall be allowed to be present for interviews and discussion between the consultant and bargaining unit employees regarding job descriptions, pay and benefits. The City and the Union agree that nothing in this Section should be construed to impact, expand, or alter the terms of the contract between the City and Gallagher Benefit Service, Inc., and nothing should be construed to require the release of information deemed confidential or propriety pursuant to the contract.

### **Section 3. Wage Opener**

The Union shall be provided a copy of the final report of Gallagher Benefits Services, Inc.'s recommendations no later than fifteen (15) business days of issuance to and receipt by the Employer. No later than sixty (60) days of receipt of the consultant's study and presentation of findings, the Employer and the Union shall meet to negotiate on the classification study and implementation process. In no event will the implementation of recommended changes result in the decrease in an employee's base wages.

## ARTICLE XVI CERTIFICATION INCENTIVE PAY

**Section 1.** A system of certification incentive pay shall be in effect for all full-time Sewer, Water Distribution, Water Pollution Plant, and Sanitation employees to promote advancement in the State of Louisiana, Department of Health and Human Resources certification program as outlined below.

**Section 2.** After the effective date of this agreement, any employee who becomes eligible

for certification incentive pay or 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 of the proper documents to the Director of the Department of Public Works.

**Section 3.** Certification incentive 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.

An employee shall be eligible for incentive pay on the first day of the pay period immediately following presentation of documentation from the Louisiana Department of Health and Human Resources to the Director of the Department of Public Works which satisfactorily evidences the appropriate class classification in the appropriate category.

**Section 4.** Upon certification of passage of the Class III Water Distribution, (Water Distribution), Class III Waste Water Collection (Sewer), and Class III Waste Water Treatment (W.P.C.C.) examination of the Louisiana Department of Health and Human Resources, an employee shall be paid ONE HUNDRED AND NO/100 (\$100.00) DOLLARS per month above his base pay.

**Section 5.** Upon certification of passage of the Class IV examination of the Louisiana Department of Health and Human Resources, as outlined below an employee shall be paid TWO HUNDRED TWENTY-FIVE AND NO/100 (\$225.00) DOLLARS per month above his base pay for the following certifications: Class IV Sewer Treatment, Class IV Waste Collection, Class IV Water Production and Class IV Water Treatment.

**Section 6.** Upon certification of passage of the Class IV examination of the Louisiana Department of Health and Human Resources, as outlined below an employee shall be paid TWO HUNDRED FIFTY AND NO/100 (\$250.00) DOLLARS per month above his base pay for the following certifications: Class IV Sewer Collections, Class IV Waste Water, Class IV Water Distribution.

**Section 7.** To further promote the advancement in the State of Louisiana Department of Health and Human Resources certification program, an employee shall be allowed to obtain up to two other Class IV Certification as recommended by his Department Head and shall receive:

- a) TWO HUNDRED AND TWENTY-FIVE AND NO/100 (\$225.00) DOLLARS per month above his base pay upon successful completion of each associate certification Class IV Water Production examination.
- b) TWO HUNDRED TWENTY-FIVE AND NO/100 (\$225.00) DOLLARS per month above his base pay upon successful completion of an associate certification Class IV Water Distribution examination.
- c) TWO HUNDRED TWENTY-FIVE AND NO/100 (\$225.00) DOLLARS per month above his base pay upon successful completion of an associate certification Class IV Sewer Collection examination.

- d) TWO HUNDRED TWENTY-FIVE AND NO/100 (\$225.00) DOLLARS per month above his base pay upon successful completion of an associate certification Class IV Sewer Treatment examination.

**Section 8.** When an employee moves from Level III Certification to Level IV Certifications, 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 Human Resources which satisfactorily evidences class certification.

**Section 9.** To further promote the enhancement of the City of Monroe in those areas within the Public Works Department for Arborist, Herbicide/Pesticide and Asbestos Detection, the Director of Public Works may authorize a State of Louisiana Certification in these fields to a number of persons who are deemed necessary to perform this type of work. When such employee is approved as needed for certification by the Director of Public Works such employee shall receive:

- a) ONE HUNDRED AND NO/100 (\$100.00) DOLLARS per month above his/her base pay upon successful certification in Roadside Herbicide.
- b) ONE HUNDRED AND NO/100 (\$100.00) DOLLARS per month above his/her base pay upon successful certification in Aquatic Herbicide.
- c) ONE HUNDRED FIFTY AND NO/100 (\$150.00) DOLLARS per month above his/her base pay upon successful certification as an Arborist.
- d) ONE HUNDRED FIFTY AND NO/100 (\$150.00) DOLLARS per month above his/her base pay upon successful certification in Asbestos Detection.

**Section 10.** Employer agrees to pay for all schooling and exams required and necessary for employees to obtain their certification. (See Section 10). 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 11.** Employer agrees to let employees attend job related conferences, meetings and educational courses for the purposes 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.

**Section 12.** 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.

**ARTICLE XVII  
UNIFORMS**

Employer shall provide to employees, who have completed ninety (90) days service, appropriate uniforms for the performance of their duties. The style and type of uniforms shall be mutually agreed upon by the Employer and the Union.

Uniforms may not be provided for clerical personnel.

All employees for whom uniforms are provided must wear their uniforms during all hours of work. Uniforms shall be worn only while the employee is engaged in the Employer's service. They may not be worn during off-duty time.

Uniforms must be kept neat, clean and mended. Normal wear and tear is expected.

Uniforms must be returned to Employer upon termination of employment.

**ARTICLE XVIII  
SEVERABILITY AND SAVING CLAUSE**

In the event any Article, Section or Portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or Portion thereof.

**ARTICLE XIX  
SAFETY AND HEALTH**

Both parties to the Agreement hold themselves responsible and agree to assist in the enforcement of appropriate safety rules and regulations, both statutory and as set forth and established by the Employer.

The Employer shall make all reasonable provisions for the safety and health of its employees during hours of employment. It is understood that the individual employee has a personal responsibility with regard to preventing accidents to himself, his fellow employees and to the public during the hours of his employment.

**ARTICLE XX  
NO STRIKE-NO LOCKOUT**

During the period of this Agreement, the Union agrees that there shall be no strikes, slowdown, walkout, refusal to report for work other interruptions or stoppage of work by the Union or any of its members.

During the period of this Agreement, the Employer agrees that there shall be no lockout of the Employer of any employees covered hereby.

**ARTICLE XXI  
GENERAL PROVISIONS**

**Section 1. Pledge against Discrimination and Coercion**

The provisions of this agreement shall be 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 the provisions of the Agreement.

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

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or 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 any other cause.

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

The Union assures that under its Non-Discrimination policy that no person represented under the provisions of this Agreement shall on the grounds of race, religion, color, sex, national origin, handicapping condition, veteran status, marital status, or political affiliations be excluded from participation in, be denied the benefits 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.

**Section 2. Union Bulletin Boards**

The Employer shall provide bulletin boards at each work location in areas mutually agreed to, for the exclusive use of the Union. The Union shall be responsible for all items posted on the

bulletin board. Each item posted shall be dated and initialed by the Union official approving the posting. The Union shall ensure that items are not illegal, defamatory, political, or partisan and that no item is detrimental to the safety and security of the City. Where the Union currently maintains access to bulletin boards, including the lockable bulletin board currently located at Public Works (1200 Grammont St.), that access and those locks shall be continued. The Union, at its own expense, may upgrade any existing bulletin board provided by the City to lockable bulletin boards. Access to those bulletin boards shall be continued.

### **Section 3. Union Activities on Employer's Time and Premises**

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to:

- Post Union notices;
- Distribute Union literature;
- Solicit Union membership during other employee's non-working times;
- Meet with new employees covered by this agreement (See Section 4 below);
- Attend negotiating meetings;
- Transmit communications, authorized by the Local Union or its officers, to the Employer or his representative;
- Consult with the Employer, his representative, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

### **Section 4. New Employee Orientation**

The Union will provide each Employer with the names and contact information of up to at least two (2) authorized Union representatives to receive notice of an imminent start date of new employees covered by this agreement. The Employer will make all reasonable attempts to notify the Union of the start date of each new employee. The new employee(s) and the Union representative(s) shall be given an opportunity to meet one-on-one during duty hours at a mutually agreed upon time and location for up to twenty (20) minutes. During the meeting, the Union may discuss enrollment in membership. This meeting shall be held within thirty (30) days of employment unless the Union and the Employer mutually agree to a later date.

### **Section 5. Information Provided to the Union**

On or about January 15<sup>th</sup> and July 15<sup>th</sup> of each year, upon written request and without charge or cost, the Employer shall provide the Union with the following information for each bargaining unit employee covered by this Agreement.

- a. Name
- b. Position Classification
- c. Division
- d. Date of hire
- e. Hourly pay
- f. Current employment status of bargaining unit employee, including full-time, part-time, FMLA, etc.

The Employer shall provide this information in an Excel or tab-delimited text file, or other mutually agreed to electronic format. The Union agrees that it shall keep all information it receives confidential and will indemnify and/or hold Employer harmless for any failure to do so.

### **Section 6. Visits by Union Representatives**

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees whether Local Union representatives, district council representatives, or International representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business without disrupting normal business operations.

### **Section 7. Work Rules**

All existing and future work rules shall be subject to discussion before becoming effective.

- 1) Establishing The Employer agrees to discuss changes in existing work rules or the establishment of new work rules with the Union.
- 2) Revising Changes in existing work rules shall not become effective until they have been discussed upon by the Employer and the Union.
- 3) In addition, when existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of ten 10 consecutive work days before becoming effective; however if a rule is changed for safety or legal reasons it immediately becomes effective without discussion with the Union. The Employer will notify the Union of the change.
- 4) Enforcing. Employees shall comply with all existing reasonable rules, and any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

### **Section 8. Representation.**

Local 2388 will be represented on the City's Insurance Committee by one of its officers.

Local 2388 will have a non-voting presence at applicable meetings during the budgeting process.

### **Section 9. Personnel Files**

**Section 1.** If an employee's review of his or her official personnel record reveals any documents that the employee feels are detrimental to his or her record, the employee shall have the right to place into his or her official record written comments or explanations concerning these documents.

**Section 2.** Employees will be provided with either a copy or original of any document of a disciplinary or adverse nature placed into his or her personnel record and shall sign for receipt of said document.

**Section 3.** In the event discipline is imposed and through the grievance procedure, the discipline is reduced or rescinded, the grievance outcome letter shall be placed in the employee's personnel file stating the action taken.

**Section 10. Contract Training**

The City shall hold joint training sessions with all levels of supervision and with Union representatives to ensure knowledge and enforcement of this contract.

**ARTICLE XXII  
DURATION**

This Agreement shall be effective as of the 1st day of \_\_\_\_\_, 2018, and shall remain in force and effect until the \_\_\_ day of 20\_\_\_\_. 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.



IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_ day of 20 \_\_\_\_.

**FOR THE EMPLOYER:**

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Hon. Jamie Mayo  
Deputy Secretary

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Angie Baldwin  
City Attorney

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Brandon Creekbaum  
Assistant City Attorney

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Tom Janway  
Director, Public Works

**FOR AFSCME LOCAL 2388:**

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Jane Carter  
Chief Negotiator, AFSCME

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Robert "Truck" Johnson  
President, Local 2388

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Mike Caster  
Vice President, Local 2388

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Michele Marsala  
Secretary, Local 2388

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Peggy Jones  
Board Member, Local 2388

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Andrew Watson  
Board Member, Local 2388

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Lloyd Permaul  
Administrator, Council 17, AFSCME

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FOR THE EMPLOYER:**

\_\_\_\_\_  
Hon. Jamie Mayo  
Deputy Secretary

\_\_\_\_\_  
Angie Baldwin  
City Attorney


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Brandon Creekbaum  
Assistant City Attorney

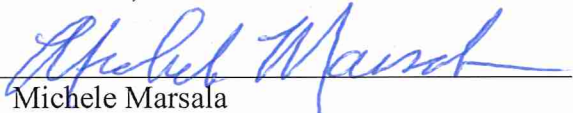
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Tom Janway  
Director, Public Works

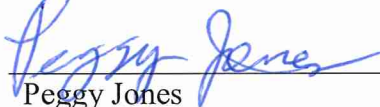
**FOR AFSCME LOCAL 2388:**


  
\_\_\_\_\_  
Jane Carter  
Chief Negotiator, AFSCME

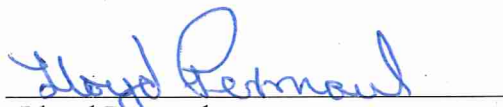
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\_\_\_\_\_  
Lloyd Permaul  
Administrator, Council 17, AFSCME