AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MONROE AND LOCAL 216, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the City of Monroe is authorized by the Charter of the City of Monroe to enter into collective bargaining agreements with recognized employee organizations, and

WHEREAS, the City of Monroe has entered into various collective bargaining agreements with labor organizations representing groups of employees with the City of Monroe including Local 216 IUOE, AFL-CIO, and

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, hereby rescinds and repeals all previous ordinances approving contracts between the City of Monroe and Local 216.

BE IT FURTHER ORDAINED by the City Council of Monroe, in legal session convened, hereby authorizes the Mayor of the City of Monroe to enter into a replacement collective bargaining agreement in the form and substance of the attached agreement.

BE IT FURTHER ORDAINED, that this Ordinance shall become effective immediately upon passage and any pay increases shall become effective on the first day of the first pay period after the date of final adoption of this Ordinance.

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: Mayor, Clerk, Gilmore, Stevens, Clark

NAYS: None

ABSENT: None

And the Ordinance was declared ADOPTED on the 14th day of September 2010.

CHAIRMAN

CLERK OF THE COUNCIL

MAYOR'S APPROVAL

MAYOR'S VETO
WORKING AGREEMENT BETWEEN

THE CITY OF MONROE

AND

LOCAL 216, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

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WORKING AGREEMENT BETWEEN THE CITY OF MONROE AND LOCAL 216, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

This Agreement is made between the CITY OF MONROE, herein represented by James E. Mayo, Mayor, hereinafter referred to as EMPLOYER, and Local 216, 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, Assistant Lab Technician, Electronics Technician, Building Maintenance, and Security Guard 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 convenient. 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 will 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.

Section 4  Employer agrees to make available to Union a reasonable number of copies of this Agreement (not less in any case than the number of employees); so that each employee may have a copy hereof.

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 or 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 Monday. The normal work week for shift men shall consist of seven (7) consecutive days, commencing at 12:01 a.m. on Monday, 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 shift workers shall not exceed eight (8) hours in any workday or forty (40) hours in any one workweek. (Under Normal operations)

Section 4 The normal hours of work at present are:

ShiftWorkers  
First Shift-------------------6:00 a.m. to 6:00 p.m.  
Second Shift----------------6:00 p.m. to 6:00 a.m.

Day Workers  
Monday thru Friday------7:00 a.m. to 12:00 noon  
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 will be allowed to relieve thirty (30) minutes before shift changing time. Operators will 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 computed under this contract shall be paid to the employees when work is performed in various premium pay periods.

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 Time and one-half the regular hourly rate shall be paid for all work performed on the sixth (6) consecutive work day worked in the workweek. 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 man will be available for operating positions. All operators shall be compensated at the rate of 1½ times for an eight (8) hour turn around. (Under Normal operations)
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 Human Resources 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 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.

Section 4 Upon certification of passage of the Class III Water Treatment 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 Water Treatment examination of the Louisiana Department of Health and Human Resources an employee shall be paid TWO HUNDRED AND NO/100 ($200.00) DOLLARS per month above his base pay. Beginning two years after the date of this contract, the certification pay shall increase to TWO HUNDRED TWENTY-FOUR AND 00/100 ($225.00) DOLLARS per month.

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) ONE HUNDRED SEVENTY-FIVE AND NO/100 ($175.00) DOLLARS per month above his base pay upon successful completion of an associate certification Class IV Water Production examination. Beginning two years after the date of this contract, the certification pay shall increase to TWO HUNDRED AND 00/100 ($200.00) DOLLARS per month.

b) ONE HUNDRED SEVENTY-FIVE AND NO/100 ($175.00) DOLLARS per month above his base pay upon successful completion of an associate certification Class IV Water
Distribution examination. Beginning two years after the date of this contract, the certification pay shall increase to TWO HUNDRED AND 00/100 ($200.00) DOLLARS per month.

**Section 7** When an employee 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 Human Resources which satisfactorily evidences class certification.

**Section 8** Employer agrees to pay for all schooling and exams for employees trying to get their certifications.

**Section 9** Employer agrees to let employees attend job related conferences, meetings and educational courses for the purpose of getting hours 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.

**ARTICLE VII**

**VACATION LEAVE**

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

**Section 2** The vacation leave allowed each employee covered by this Agreement shall be computed on calendar days as follows:

1. One through five (5) years continuous service..........................15 days  
2. Over five (5) through ten (10) years continuous service...........20 days  
3. Over ten (10) years continuous service.............................25 days

**Section 3** The initial month of employment will be considered as a complete month if the effective date of employment occurs on or before the 5th day of the calendar month. A work day is considered to be no more than eight (8) regularly scheduled work hours.

**Section 4** Vacations are to be taken during the calendar year next following date in which they become due. 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.

**Section 5** and 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 option of Management.

Section 6  Vacation leave may be accumulated from year to year, not to exceed one hundred twenty (120) vacation days.

Section 7  If an employee resigns or is otherwise terminated, he will receive pay at 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.

ARTICLE VIII
HOLIDAY PAY

Section 1  The following are designated holidays:

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<tr>
<td>New Year's Day</td>
<td>January 1st</td>
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<tr>
<td>Martin Luther King Day</td>
<td>3rd Monday of Jan</td>
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<tr>
<td>Good Friday</td>
<td>April 15th</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>May 30th</td>
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<tr>
<td>Independence Day</td>
<td>July 4th</td>
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<tr>
<td>Labor Day</td>
<td>September 7th</td>
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<tr>
<td>Thanksgiving Day</td>
<td>November 22nd</td>
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<tr>
<td>Christmas Day</td>
<td>December 25th</td>
</tr>
<tr>
<td>Employee's Birthday</td>
<td>birthday</td>
</tr>
<tr>
<td>Veteran's Day</td>
<td>September 11th</td>
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(Should a conflict exist with a national recognized holiday and the employee's birthday, a substitute will be decided by the employee and his/her supervisor.)

Section 2  For each of the above holidays each employee shall receive as a holiday allowance eight (8) hours pay at his regular rate of pay, (12) hours for those in operating positions, 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 excused, shall not be entitled to holiday pay.

Section 3  With the exception of Operators, If an employee is required to work anytime on any of the above named holidays, he shall receive, in addition to the above holiday allowance, payment at the rate of time and one half for all hours worked, subject to provisions of
Article IV, hereof. Operators will receive in addition to the above holiday allowance payment equal to their regular rate of pay for all hours worked, subject to provisions of Article IV, hereof.

**Section 4** Holidays falling on Saturday or Sunday will be observed on the following Monday. No work will be performed on Labor Day except such as is necessary for the preservation of life or property, or essential to keep the plant operating.

**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, nor shall any employee receive holiday pay if the holiday falls on the employee's regularly scheduled day off.

**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 ............... $75.00/monthly
2. Over five (5) through ten (10) years of continuous service ........ $125.00/monthly
3. Over ten (10) through fifteen (15) years of continuous service .... $175.00/monthly
4. After fifteen (15) years of continuous service ........................ $250.00/monthly

Beginning one year after the date of this contract, Article IX, Numbers 1, 2, 3, and 4 will change to the following:

#1 will increase to $100.00 from $75.00
#2 will increase to $150.00 from $125.00
#3 will increase to $200.00 from $175.00
#4 will increase to $275.00 from $250.00
ARTICLE X

SICK LEAVE POLICY

Section 1 Regular employees accumulate paid sick leave credits based on continuous service. Upon completion of six (6) months of continuous employment, each regular 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 one hundred twenty (120) work days.

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, 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. 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 the 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.

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 Workmen's Compensation insurance 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 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 cognizant 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.

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, 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: 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.

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.

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, 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.

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 Carhardts 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 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.

Section 6 Full payment to the employee's pension fund shall be made by Employer for
all employees establishing seniority rights.

Section 7 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.

Section 8 Employer will maintain a safety net around water treatment basins to protect water treatment employees.

Section 9 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, martial 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 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, martial 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

There 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 other Articles and Sections of this Agreement shall commence on May 1, 2010 and expire at the cease of work on April 30, 2013, except for Appendix A which shall be effective on the date shown herein, 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 21st day of September, 2010, in the presence of
the undersigned witnesses.

WITNESSES:

LOCAL 216, INTERNATIONAL
UNION OF OPERATING ENGINEERS
AFL-CIO

CITY OF MONROE
By: James E. Mayo, Mayor

By: [Signature]
Committee Member Date

By: [Signature]
Committee Member Date

By: [Signature]
Committee Member Date

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APPENDIX A

<table>
<thead>
<tr>
<th>JOB CLASSIFICATION</th>
<th>WAGE RATE1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2010</td>
</tr>
<tr>
<td>Operator ‘A’</td>
<td>$17.42</td>
</tr>
<tr>
<td>Up-Grade</td>
<td>$16.91</td>
</tr>
<tr>
<td>Operator ‘B’</td>
<td>$16.91</td>
</tr>
<tr>
<td>Operator Trainee</td>
<td>$15.77</td>
</tr>
<tr>
<td>Electrician ‘A’</td>
<td>$17.32</td>
</tr>
<tr>
<td>Electrician ‘B’</td>
<td>$15.84</td>
</tr>
<tr>
<td>Maintenance ‘A’</td>
<td>$17.32</td>
</tr>
<tr>
<td>Maintenance ‘B’</td>
<td>$16.01</td>
</tr>
<tr>
<td>Utility ‘A’</td>
<td>$14.40</td>
</tr>
<tr>
<td>Laboratory Technician</td>
<td>$17.43</td>
</tr>
<tr>
<td>Relief Laboratory Technician</td>
<td>$16.93</td>
</tr>
<tr>
<td>Electronics Technician</td>
<td>$17.32</td>
</tr>
<tr>
<td>Building Maintenance</td>
<td>$15.84</td>
</tr>
<tr>
<td>Electrical Supervisor2</td>
<td>$22.13</td>
</tr>
<tr>
<td>Maintenance Supervisor2</td>
<td>$22.13</td>
</tr>
<tr>
<td>Secretary2</td>
<td>$16.63</td>
</tr>
</tbody>
</table>

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 employees 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, Water Production, and Water Distribution 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 III 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.
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. Technician must possess Class III certificates in Treatment, Production, and Distribution. This position includes all aspects of lab operations including field sampling, data entry, validation/calibration of meters, sample preparation, submittal of samples to State and Certified labs for analysis, monitoring and ordering of chemicals as needed, office records, State and Federal records, lab testing of samples and any other aspect related to the Lab. This position will be cross-trained and rotated into all tasks in a timely manner to assure proper and continuous operation of the Lab to meet State and Federal guidelines for compliance.

Relief Lab Technician — will operate in the same capacity as Lab Technician when not assigned to other duties.

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.

Building Maintenance — responsible for building maintenance of water treatment plant 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.
FISCAL AND ECONOMIC IMPACT STATEMENT

I. COSTS OR SAVINGS RESULTING FROM THE ACTION PROPOSED

A. What is the anticipated increase or (decrease) in cost to your department to implement the proposal action?

This agreement will increase salaries by $404,560

<table>
<thead>
<tr>
<th>COSTS</th>
<th>FY 2001</th>
<th>FY</th>
<th>FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONAL SERVICES</td>
<td>$404,560</td>
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<td></td>
</tr>
<tr>
<td>OPERATING EXPENSES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROFESSIONAL SERVICES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MATERIALS, SUPPLIES</td>
<td></td>
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<tr>
<td>OTHER CHARGES - EQUIPMENT</td>
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<tr>
<td>TOTAL</td>
<td>$404,560</td>
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<td></td>
</tr>
<tr>
<td>MAJOR REPAIR &amp; CONSTRUCTION</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>POSITIONS (#)</td>
<td>390</td>
<td></td>
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</tbody>
</table>

B. Provide a narrative explanation of the costs or savings in "A", including the increase or reduction in workload anticipated as a result of the implementation of the proposed action. Describe all data, assumption, and methods used in calculating these costs.

This agreement will not affect workload activity.

C. Sources of funding for implementing the proposed action.

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>FY 2001</th>
<th>FY</th>
<th>FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY GENERAL FUND</td>
<td>$404,560</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SERVICE CHARGE, FEE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEDERAL-STATE FUNDS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER (Specify)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$404,560</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D. Does your agency currently have sufficient funds to implement the proposed action? If not, how and when do you anticipate obtaining such funds?

Budget Deficiency Created by New Contracts $13,907

$13,907 less deletions of position number 1,130 Laborer $13,000

Balance to be consumed by Attrition $907

II. EFFECT ON REVENUES

A. What increase or (decrease) in revenues can be anticipated from the proposed action?

N/A
### FISCAL AND ECONOMIC IMPACT STATEMENT

**N/A**

### (Worksheet)

<table>
<thead>
<tr>
<th>REVENUE INCREASE/DECREASE</th>
<th>FY 2001</th>
<th>FY</th>
<th>FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY GENERAL FUND</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SERVICE CHARGE, FEE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEDERAL-STATE FUNDS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER (Specify)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Provide a narrative explanation of each increase or decrease in revenues shown in "A". Describe all data, assumptions, and methods in calculating these increases or decreases.

**N/A**
FISCAL AND ECONOMIC IMPACT STATEMENT
(FISCAL NOTE)

In accordance with City Council Resolution No. 62 of 1980, there is hereby submitted a fiscal and economic impact statement on the ordinance or resolution proposal for adoption, repeal, or amendment.

The following summary statements are based on the attached statements:

I. Provide a brief summary of the content of the ordinance or resolution.
   To increase the hourly rate of pay for each employee by .50 (fifty cents).

II. Summarize the circumstances which require this action.
    Per the attached union agreement.

III. What is the estimated implementation costs (savings) to the department? (Summary)
    None

IV. What is the estimated effect on revenue collections? (Summary)
    N/A

Signature of Department Head or Designee: ___________________________ Date: 6-23-02

Signature of Mayor or Designee: ___________________________ Date: 6-23-02