

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

THE CITY OF NEW ORLEANS

AND

**LOCAL 100, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO**

AND

NEW ORLEANS PUBLIC WORKERS COUNCIL, AFL-CIO

PREAMBLE

This Agreement is made and entered into by the City of New Orleans (the “City”) and Local 100 Service Employees International Union, AFL-CIO, and the New Orleans Public Workers Council (collectively as the “Union”). The purpose of this agreement is to assist the City and its workers in creating an efficient, productive and constructive work environment within the various departments covered by this agreement so that City services to the citizens of New Orleans can be improved. The parties believe that services to the citizens will be enhanced by providing mechanisms for communications that encourage the open exchange of information and ideas in a cooperative spirit between the City and its employees and by continuing to strive towards an equitable system of employee relations. Nothing herein is intended, nor shall it be construed, to supplement the role of or address in any way any matter within the jurisdiction or responsibility of the New Orleans Civil Service Commission.

ARTICLE 1 - UNION RECOGNITION

Section 1: Exclusive Representative. The City recognizes the Union for the purpose of collective bargaining as the sole and exclusive bargaining representative of all eligible employees of certain City Departments as defined in Appendix I.

Section 2: Job Classification. Job classifications included in the bargaining unit are listed in Appendix II.

Section 3: Continuity and Accretion. If the official class title of any classification enumerated in the Appendix II is changed or altered by action of the Civil

Service Commission, and there are no related actions or developments which change the responsibilities or duties of the jobs in question to be analogous to those job functions or duties excluded from representation by the union pursuant to the Memorandum of Understanding (Copy attached as Appendix III) and/or the provisions of Section 4 below, the newly titled job will remain covered by the provisions of this Agreement. If any new classifications are created within the covered Departments, the parties agree to meet to negotiate whether or not the job and the incumbents therein are covered by this agreement. Any disagreements between the parties that cannot be resolved shall be submitted to the Grievance Procedure provided by this Agreement for resolution.

Section 4: Exclusions and Definitions. Employees excluded from representation in these Departments shall include unclassified employees, supervisory employees, managerial employees, and confidential employees. A confidential employee is defined as an employee involved in decisions affecting employer-employee relations or responsible for budgetary matters. A managerial employee is defined as an employee who is the Department/Agency Head/Director (hereinafter referred to collectively as Department Heads), Deputy and Assistant Department Heads, and administrative employees who have significant budgeting, legal, supervisory, personnel, or other managerial responsibility. A supervisory employee is an employee, who, is either classified as a supervisor or who, as part of their job responsibilities is involved in deciding or participates in recommending action on behalf of the City on such matters as hiring, suspending, discharging, evaluating and disciplining other employees.

ARTICLE 2 - EQUAL EMPLOYMENT OPPORTUNITY

The parties to this agreement are mutually committed to the principles of equal opportunity in employment. During the term of this Agreement, neither party shall discriminate against any employee or applicant because of race, color, sex, age, religion, marital status, sexual orientation, disability, national origin or veteran's status. Employees shall not be discriminated against by either party because they are or are not members of the Union. The parties understand they are mutually obligated to provide a work force free of discrimination and free of harassment based on race, color, sex, age, religion, marital status, sexual orientation, disability, national origin or veteran's status.

ARTICLE 3 – CITY'S MANAGEMENT FUNCTIONS

Section 1. Subject to the provisions of this Agreement, the management of the City and the direction of the working forces, including the right to hire, classify, assign, suspend, promote, demote, transfer, discipline or discharge, require employees to observe the City rules and regulations, regulate the use of equipment and other property of the City, is vested exclusively in the City. All such actions shall be consistent with the provisions of the Civil Service Plan for the City of New Orleans. However, nothing herein shall give any employee any review or right to challenge any action which is subject to the jurisdiction of the New Orleans Civil Service Commission.

Additionally, the City shall have the right to full and exclusive control, management, and operation of its operations and facilities; to control the size, qualifications, classifications, duties, performance standards, and composition of the work force; to assign employees to any duties regardless of job classification, to

establish, change, combine, or eliminate job duties and descriptions; to introduce new or improved procedures, methods, processes, facilities, and equipment; to temporarily or permanently suspend, curtail, or terminate operations and hours; to privatize any operation it deems appropriate; to make technological changes even if these actions result in a reduction in the work force; and to transfer work all in accordance with the applicable Civil Service Rules.

The forgoing rights whether exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the City.

Section 2. The City shall have the right during the term of this Agreement to establish, maintain, amend and enforce rules and regulations to assure orderly, safe and efficient operations.

ARTICLE 4 - UNION RIGHTS AND RESPONSIBILITIES

Section 1: Stewards The Union shall notify the Chief Administrative Officer in writing of the names of the Chief Organizer, the President of the New Orleans Public Workers Council and Union Stewards who will service City employees under the Agreement. The Union will also notify the Chief Administrative Officer, in writing, of any subsequent changes in these identified individuals.

Section 2: Access Should Union officials desire access to City facilities they shall contact the appropriate Department Head to schedule a mutually convenient time to visit the needed facility and meet with the Department Head's designated representative. Such meeting shall not interfere with normal departmental operations.

ARTICLE 5 - UNION ACCESS TO BULLETIN BOARDS

The City will furnish space, when it is available, for the Union on existing bulletin boards in departments covered by this agreement for posting of the following types of notices:

- a. Recreational and social affairs of the Union
- b. Union meetings;
- c. Union elections;
- d. Reports of the Union;
- e. Newsletters
- f. Union Safety Bulletins; and
- g. Union Training Bulletins.

Before any such notice is posted it shall be submitted to the CAO or his designee for approval. Upon approval, the CAO or his designee shall forward the approved postings to the appropriate Department Heads for posting.

ARTICLE 6 – CITY POLICY MEMORANDUM

Prior Notification. The Chief Administrative Officer or his/her designed representative, will notify in writing the Chief Organizer of the Union or his designated representative no later than ten (10) calendar days prior to the planned issuance of any proposed Policy Memorandum. This time period may be shortened if there is an urgent need for the issuance of the Memorandum. The Chief Organizer or his designee may submit, in writing, any comments questions or suggestions concerning the proposed policy memorandum for consideration by the CAO before the deadline for issuing the Policy Memorandum.

ARTICLE 7 - TRAINING

The Union and the City are committed to undertaking joint efforts to improve the training opportunities for City workers in order to assure the best provision of excellent service, maintenance of top standards for proficiency in all job classifications, and the ability to develop new skills. The Union and the City commit in this agreement to meet to discuss this issue and seek to develop improved training opportunities.

ARTICLE 8 - HEALTH AND SAFETY

The parties agree to use their best efforts to provide a safe and healthy work place to the extent practical in all departments. In order to achieve these mutual goals, the Union will forward health and safety concerns in writing directly to the Chief Administrative Officer's designated representative for consideration. As needed, but no more frequently than twice a year, the Chief Organizer or his designated representative and the Chief Administrative Officer or his designated representative will meet to discuss health and safety matters and discuss what steps can be taken by the city and/or the employees to improve health and safety.

ARTICLE 9 - PAY AND COMPENSATION

The City agrees that should the City decide to appoint a Committee to study the Pay and Compensation of City employees covered by this agreement then the City will appoint one representative from a list of recommendations submitted by the Union to serve on said Committee

ARTICLE 10 - UNION INSIGNIA AND BUTTONS

City workers shall be allowed to wear union insignia sewn on a designated location on the uniform and/or a union pin on their clothing as long as it does not interfere with normal work of the city service. Buttons and insignia must be approved by the CAO or his designee before they are worn.

ARTICLE 11 - PROHIBITION AGAINST STRIKES AND LOCKOUTS

Section 1. No Strike – No Lockout. The Union agrees that there shall be no strikes, sick out, slow down or other concerted withholding of services during the terms of this Agreement. The City agrees that no lockout against any or all of the members shall take place during the life of the Agreement.

Section 2. Discipline for Breach. Any employee who participates in a strike, sick out, slow down or any other concerted withholding of services or any other action in violation of this Article, shall be subject to disciplinary action, which includes possible discharge.

Section 3. Union Affirmative Responses. Should there be any job action, including a strike or other violation of this Article, whether or not the action was initiated by, sanctioned by, or even known by the Union officials, the Chief Organizer of the Union, upon request by the City, shall take action to immediately end such violation. These actions shall include, but not be limited to:

- (a) appearing on radio and TV and publicly calling for an end to the job action;
and
- (b) mailing notices to the homes of each member advising them to return to work.

Should the Union and/ or its leaders fail to take these actions then the City may terminate this contract by notifying the Union in writing of its decision to terminate the contract. Should the City terminate the contract it will thereafter have no further obligation under this contract. Moreover, additionally or alternatively, pursuant to the Memorandum of Understanding the City may, at its option, withdraw recognition from the Union.

ARTICLE 12 - ACCESS TO PERSONNEL FILES

The City agrees that any city employee covered under this Agreement shall have the right to inspect and obtain a copy of his personnel file during normal office hours upon request, provided, however, the Department may reasonably limit the number of employees served during normal business hours. Employees agree to make such requests three (3) days in advance. There shall be no cost for duplication for one copy for the employee.

ARTICLE 13 – GRIEVANCES AND RESOLUTION OF DISPUTES

Section 1. Definition of Grievance A grievance shall be defined as any dispute raised by an employee as to the interpretation or application of any specific provisions of this Agreement.

Section 2. STEP 1. Any employee is free but is not required to discuss any issue he or she has with his or her immediate supervisor in an appropriate manner and at appropriate times. Any action taken as a result of such discussions shall not be considered in any way to be a binding interpretation or application of this contract.

STEP 2. Regardless of whether the employee has discussed the issue with his immediate supervisor, any employee may file a grievance by delivering a completed

Grievance Form to his or her Department Head. Stewards may deliver the Grievance Form for an employee but each grievance must identify the individual who is allegedly aggrieved by a violation of a specifically identified provision of this agreement. To be considered, the Grievance Form must be delivered to the Department Head within 5 workdays of the events the grievant claims constitute a violation of this contract.

The Department Head may conduct whatever investigations he or she deems appropriate including interviewing the grievant. The Department Head shall issue a written decision concerning the Grievance and cause a copy to be delivered to the grievant and the Union. If the Department Head has not responded to the Grievance in writing within 10 work days from the date it was delivered to the Department Head then the Union may, in its discretion, appeal the Grievance to the next step in the grievance process without waiting for the Department Head's decision.

STEP 3. If the Union is dissatisfied with the resolution of the grievance as determined by the Department Head, it may file a written appeal of the grievance in writing with the Chief Administrative Office. To be considered, any such appeal must be received by the Chief Administrative Office within 10 days of the date of the issuance of the decision by the Department Head. The designated official in the Chief Administrative Office shall be responsible for developing a full record relating to the grievance. This record shall include the grievance and decision of the Department Head, any existing relevant personnel or departmental records, and any information submitted by the Union in writing either at the departmental level or to the Chief Administrative Office. The designated official in the Chief Administrative Office shall also, if requested, meet with the Chief Organizer of the union or his designee. The Union may present any

information it desires to have considered in connection with the grievance at such meeting or in writing or both. The designated representative in the Chief Administrative Office may conduct such further investigation as he or she deems appropriate but shall issue no determination on the grievance. If, after meeting with the designated official of the Chief Administrative Office, the union desires to seek a final and binding resolution of the grievance then it may request the Chief Administrative Office submit the entire written record to the Chief Administrative Officer for review and final decision. Such meeting shall occur, if at all possible, within thirty days of when the matter is referred to the Chief Administrative Office. If thirty days has passed since the Union has requested a meeting with the designated representative of the Chief Administrative Office and, no such meeting has occurred, then the Union may seek a final and binding resolution of the matter by the Chief Administrative Officer (CAO).

STEP 4. FINAL AND BINDING RESOLUTION OF DISPUTES BY THE CHIEF ADMINISTRATIVE OFFICER.

If the Union requests the matter be submitted to the Chief Administrative Officer (CAO) for final decision, then all written materials concerning the grievance shall be forwarded to the CAO for his review. In cases involving Grievances over the following listed Articles the CAO shall schedule a meeting with the Union's Chief Organizer to discuss the grievance before reaching his decision on the Grievance. The Articles covered by this provision include only:

Article 1	Union Recognition
Article 2	EEO
Article	Union Dues Article

Article Union rights and responsibilities

The CAO shall issue his decision in writing. The decision of the CAO resolving the grievance shall be final and binding on all parties. There shall be no further appeal of the grievance.

ARTICLE 14 - UNION DUES CHECKOFF

Section 1. Checkoff. The City agrees to deduct from the paycheck of each employee who has signed an authorization form for dues check-off (when such signature has been certified by the Chief Organizer of the Union), the amount designated thereon as Union dues. The authorization shall be in writing and on the form attached hereto as Attachment IV. Union dues shall be 1.75% of base pay and shall be deducted from each pay check. Should any of the participating unions desire a different dues structure they may request the CAO or his designee to meet to discuss such an arrangement. If the parties can reach agreement, the different dues structure will be implemented for the requesting union. The total amount of dues deducted, with a list of those Union members for whom deductions are made, will be delivered to the Union not later than thirty (30) days after the end of the month in which the deductions were made.

Section 2. Cancellation of Dues Checkoff. The City shall continue to deduct Union dues until such time as it receives either: 1) a notice in writing from the Union instructing the City to cease the deduction, or 2) a written statement from the employee dated during the withdrawal period identified on the dues authorization stating that the employee wishes to cease his dues checkoff authorization, or 3) the termination of this contract. The City may also cease the dues checkoff when the employee is transferred or

promoted to a position that is not covered by this agreement if the employee notifies the City of his or her desire to have the dues checkoff cease regardless of whether this notification is dated within the cancellation period stated on the dues checkoff authorization form. The city shall make every effort to process dues checkoff and cancellation notices timely but the parties agree there shall be no liability on the City should there be a delay between receipt of the notice and commencement or cancellation of the dues checkoff.

Section 3. Hold Harmless. The Union shall indemnify and hold harmless the City against any claims, demands, or suits, including all costs expended by the City for attorneys' fees, court costs and expert fees that may arise out of any action taken by a Union member under the provisions of this Article and or any other actions, claims, suits or demands involving the dues checkoff from the paychecks of employees covered by this agreement.

ARTICLE 15 - MATTERS COVERED AND COMPLETE AGREEMENT

This agreement represents the full and complete agreement between the parties and it is understood and agreed that any subject matter whether or not referred to in this agreement shall not be open for negotiations during the term of agreement, except as the parties mutually agree. Moreover, the parties agree that this is the complete agreement between the parties and there are no work practices or agreements which are covered or controlled by this agreement unless they are expressly referenced or included herein.

ARTICLE 16 - SAVINGS CLAUSE

Nothing contained herein shall require the City or the Union to perform any act in violation of Federal or State law. Should any provision of this contract be in violation of federal law, state law, or City ordinance, then it shall be null and void. However, the remaining portions of this Agreement shall not be affected and shall remain in full force and effect.

ARTICLE 17 - DURATION OF AGREEMENT

This agreement shall be effective from the 27th day of February 2002 and shall remain in full force and effect until March 1, 2005. The contract shall automatically renew for an additional year unless either party advises the other party in writing between 90 and 60 days before the termination date of its desire to terminate and/or renegotiate the terms of this contract.

AGREED:

_____ On February ____, 2002
Marc H. Morial, Mayor, City of New Orleans

_____ On February ____, 2002
Service Employees International Union, Local 100, AFL-CIO

_____ On February ____, 2002
New Orleans Public Workers Council

_____ On February ____, 2002

_____ On February ____, 2002

_____ On February ____, 2002

_____ On February ____, 2002

UNION GRIEVANCE FORM

Name of employee: _____

Department: _____

Job Classification: _____

Grievance over Article: _____.

Date of occurrence: _____.

Description of alleged violation of contract:
(Type or print)

DATE: _____

Signature of aggrieved employee or Union
Representative:

WRITTEN RESPONSE OF DEPARTMENT HEAD:

DATE: _____

Signature of Department Head:

Union Proposed Side Agreement

Dear.....

The parties agree that city employees should have the widest ability to exercise their interests in charitable giving to support their community. In widening the level of choice for the employees, the parties shall facilitate the use of “donor-option” programs for such charitable deductions and the deduction for the Union Community Fund of Greater New Orleans.

Signed.....