

Office of the Parish Attorney



City of Baton Rouge
Parish of East Baton Rouge

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MARY E. ROPER
Parish Attorney

May 3, 2013

MEMORANDUM

To: Helene O'Brien

From: Dawn N. Guillot *DNG*

Subject: Local 21LA Service Employees International Union Contract

Please find enclosed a copy of the executed Local 21LA Service Employees International Union Contract. If you have any questions please contact my office.

DNG:ytic

AGREEMENT

between

THE CITY OF BATON ROUGE

and

**LOCAL 21LA
SERVICE EMPLOYEES
INTERNATIONAL UNION**

January 1, 2013 -December 31, 2015

PREAMBLE

THIS AGREEMENT is entered into as of this 1st day of January, 2013 between the City of Baton Rouge and the Parish of East Baton Rouge, Louisiana, hereinafter referred to as the "City-Parish," and Service Employees International Union, Local 211A, hereinafter referred to as the "the Union." It is the intent and purpose of this Agreement to assure a sound and harmonious working relationship between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth basic and full agreements between the parties concerning rates of pay, wages, hours, and other terms and conditions of employment. There shall be no individual arrangement contrary to the terms hereof. Either party shall be entitled to require specific performance of the provisions of this Agreement. It is understood that the City-Parish and the employees covered by this Agreement are engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well-being of the public and both parties recognize the need for continuous and reliable service to the public.

It is the intent of the parties that nothing contained within this Agreement shall in any way conflict with any Federal Law, State Law, the Plan of Government for the City of Baton Rouge and Parish of East Baton Rouge, Municipal Ordinance, or Rules and Regulations Governing Employees of the Classified Service Adopted by the Personnel Board, and those laws, rules and regulations shall always control the relationship between the City-Parish, its employees and the Union.

ARTICLE 1 Recognition

- A. **Recognition**
The Union is recognized as the sole collective bargaining agent for those employees who are both in the departments or divisions listed in Appendix B and are in the classifications listed in Appendix A.
- B. **References to "the Department of Public Works"**
For the purpose of this agreement referencing "the Department of Public Works" means the designated divisions of the Departments of Public Works, Animal Control, Community Development/Home Maintenance, Delmont Community Center, Dr. Martin Luther King, Jr. Community Center, East Baton Rouge Parish Mosquito & Rodent Control, and The Greater Baton Rouge Airport/Maintenance.
- C. **Authorized Representatives**
Collective bargaining with respect to wages, hours, and working conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the City-Parish. Agreements reached between the parties to the Agreement shall become effective only when signed by the authorized representatives of the Union and the authorized representatives of the City-Parish.

D. Card Check Recognition

After submission to the City-Parish of a showing of interest of signed authorization cards of at least 50 percent of the employees in the department who are in the 1000 pay grade series, the City-Parish shall recognize Local 21LA as the bargaining agent for that department and amend the collective bargaining agreement accordingly. This provision shall be applicable to any department which has more than 10% 1000 grade series employees.

After submission to the City-Parish of a showing of interest of signed authorization cards of at least 50 percent of employees in a particular job classification series progression (such as Clerical Specialist I, II, III, and Senior Clerical Specialist), the City-Parish shall recognize Local 21LA as the bargaining agent of those employees and amend the collective bargaining agreement accordingly.

E. Successorship

If the departments covered in this contract are merged or divided in any future restructuring of City-Parish government, Local 21LA shall be recognized as the sole collective bargaining agent for the employees of those newly organized departments who continue to be employed as City-Parish employees.

ARTICLE 2

City-Parish's Management Rights

A. Provisions of Law

Except as specifically provided in this Agreement, the Union recognizes the right of the City-Parish to operate and manage its affairs in all respects as provided for in the Plan of Government, Municipal Ordinance, State Law, Federal Law and the Rules Governing Employees of the Classified Service as they now exist and may be amended.

B. Normal and Inherent Rights

Except as limited by any provision of this Agreement and so long as its actions are not arbitrary, the City-Parish reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including but not limited to, its right to determine, and from time to time redetermine, the number, location and type of its various operations, functions and services and to continue or discontinue same in whole or in part; the methods, procedures and policies to be employed; to select and direct the working force in accordance with requirements determined by the City-Parish; to create, modify or discontinue jobs; to establish and change working rules and regulations and to create new job classifications; to contract out any and all or parts of its operations; to establish and change work schedules and assignments; to transfer or promote employees; to lay off, furlough, demote or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reasons; to suspend, discharge, demote or otherwise discipline employees for just cause;

and to alter or vary past practices; and otherwise to take such measures as the City-Parish may determine to be necessary to the orderly and efficient operation of its various functions and services.

The City-Parish shall have the exclusive right to control overtime work as required in the manner most advantageous to the City-Parish, commensurate with applicable provisions of this Agreement.

C. Duty to Discuss Changes in Rules and Regulations

Except in the case of an emergency, 10 days before any change(s) is/are made to the rules and regulations of any department, the change will be furnished to and discussed with the Union and maintained by the Union on the bulletin board. This section shall not apply to supervisory directives.

D. Civil Emergencies

If, in the sole discretion of the Mayor-President, it is determined that civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, similar catastrophes or disorders, or public employee strikes, the provisions of this Agreement may be temporarily suspended by the Mayor-President for the duration of the declared emergency, provided that wage rates, overtime and other monetary benefits shall not be suspended and provided further that any disciplinary action taken during such declared emergency shall be subject to the provisions of Article 7 Grievance and Arbitration.

ARTICLE 3
Dues Deduction

The City-Parish agrees to deduct from the wages of each employee covered by this Agreement when authorized by a signed voluntary authorization, initiation fee and membership dues. Said deductions shall be made out of each payroll period and transmitted to the Union before the end of the month in which such deductions are made. Signed voluntary authorization shall be furnished by the Union on a form approved by the City-Parish, a copy of which is attached. See Appendix C.

ARTICLE 4
Union Rights and Duties

A. Collective Bargaining Agent

The Union has the exclusive rights which are specifically spelled out in this Agreement, City Ordinances and Resolutions, and State and Federal Law which allow it to operate as the collective bargaining agent for the employees, subject to the duty to represent such employees fairly and in good faith.

B. Exclusive Representation

The City-Parish agrees not to recognize, negotiate with, sign or enter into any agreement with any other organization representing or claiming to represent employees covered by this agreement.

C. Union Spokesperson

The Union shall designate its principal spokesman for the Union in all labor negotiations and contract administration.

D. No Interference with Duties

It is intended by the provisions of this Agreement that there be no violations of the duties, obligations or responsibilities of the City-Parish, the Union, or the employees of the Baton Rouge Department(s)/Division(s) listed in the Appendices hereto which are expressly provided for either by Federal Statute, State Statute, Charter Provision, Resolution or Ordinance, and Rules Governing Employees of the Classified Service.

E. Prohibited Practices

Neither the Union nor any employee shall engage in any of the following practices:

- (1) Restrain or coerce any employee in the exercise of any rights granted under this Agreement.
- (2) Cause or attempt to cause an employee to discriminate against another employee because of the employee's membership or non-membership in any employee organization, or attempt to cause the City-Parish to violate any rights of the employee.
- (3) Discriminate, harass or retaliate against any employee because he has signed or filed an affidavit, petition or complaint, filed a grievance, written or verbal, or given any information or testimony alleging violations of this Agreement.
- (4) Discriminate against any employee covered by this Agreement because of race, sex, creed, color, age, national origin, affiliation, union association or non-association, or discriminate in the application or interpretation of the provisions of this Agreement.
- (5) To initiate, authorize or participate in any strike or picketing. By this is meant:
 - (a) The Union, on behalf of its Members and employees individually and collectively, agrees, on behalf of its Members and employees individually and collectively, that so long as this Agreement is in effect, there shall be no

strike of a primary or sympathy nature, sit down, or stoppage of work, withholding of labor, boycott of primary or secondary nature, picketing or honoring of pickets of other unions, or any other forms of interference of the peaceful operations of the City-Parish and the Union will not condone or countenance such acts.

- (b) It is also specifically agreed that the City-Parish shall have the absolute right to discharge or other wise discipline any employee who engages in any such activity prohibited by this Article.
- (c) The parties agree that in the event of a breach of the promise not to strike or picket, any disciplinary action taken including discharge of any employee, will not be subject to Article X of this Agreement.

F. Union Responsibility during expressly Prohibited Strikes

In the event there is a strike as prohibited under Section E (5) above, the Union shall take all action necessary to stop the strike or picketing, including, but not limited to, the following:

- (1) Within not more than six (6) hours of any such unauthorized action, the Union shall publicly disavow the same by posting a notice on all Department/Division listed in the Appendices hereto bulletin boards, stating that the strike or picketing is unauthorized by the Union.
- (2) The Union, its officers and representatives shall promptly order its members to return to work, notwithstanding the existence of any strike or picketing.
- (3) The Union, its officers and representatives shall, in good faith, use every reasonable effort to terminate such strike or picketing.

G. Workplace Meetings

The Union shall have the opportunity to use the locations where bargaining unit employees perform their work for the purpose of holding brief meetings with bargaining unit employees at those work locations, provided that the Union provides advance notice to the Department head or his or her designee and that there is no disruption of the operations of the City-Parish. The Union's request shall not be unreasonably denied.

H. Workplace Access

Authorized representatives of the Union shall be permitted to visit the operation of the City-Parish during working hours to talk with stewards of the union, discuss grievances with stewards of the Union, or meet with a City-Parish Department Head or his or her designee concerning matters covered by this Agreement as long as there is no disruption of operation at the City-Parish location or site .

I. Orientation Access

The Union shall have the right to have one representative of its choosing present at employee orientation and that representative shall be given five (5) minutes during the orientation to address the employees and solicit membership in the Union. If the Union chooses a steward to represent it at orientation, the steward shall be paid pursuant to Section 6B of this Agreement. Any documents presented to the Union at its presentation must be approved by the Human Resources Department prior to the presentation.

ARTICLE 5

Management Duties to the Union

A. Prohibited Practices

The City-Parish shall not engage in any of the following practices:

- (1) Interfere with, restrain, retaliate, harass or coerce employees in the exercise of rights granted in this Agreement.
- (2) Show favoritism or preference to any organization to which any Employee might belong as compared to any other organization to which the Employee might belong where such action is not specifically provided for under the terms of this Agreement.
- (3) Encourage or discourage membership in the Union by discrimination in hiring, tenure, training or other terms or conditions of employment.
- (4) Discriminate against any Employee because of sex, creed, color, age, national origin, union association, or non-association, or affiliation.
- (5) Discriminate in the application or interpretation of the provisions of this Agreement.

- B. Federal Government Communications:**
Management shall make a reasonable effort to provide the Union with copies of communications to or from the Federal Government and its agencies which could have a significant effect on the pay, benefits, working conditions, or employment of bargaining unit employees, by providing the Union with copies of these communications. This provision is not intended to cover routine submission of reports or documents, nor is it intended to cover communication which has only minimal or no effect on the pay, benefits, working conditions, or employment of bargaining unit employees.
- C. General Meetings**
Whenever general employee meetings regarding the pay, benefits, working conditions or employment of bargaining unit employees are held involving all employees of the bargaining unit in a particular division, the Union shall have the right to attend. Except upon mutual agreement, the union representative will not be an active participant at the meeting.
- D. Requisitions sent to Union**
All personnel requisitions and certification lists for the classifications listed in Appendix A of this contract and for which the appointment process is completed or canceled shall be copied and sent to the union at the end of month.
- E. Information Requests**
Upon written request, City-Parish shall provide any and all written records required under the Public Records Act and any specific records which are reasonably related to a grievance or appeal within three business days. The union recognizes its responsibility to maintain the confidentiality of any confidential records obtained from City-Parish as part of this section. Any copies requested will be paid for in accordance with the Public Records Act.
- F. Union Bulletin Board**
The City-Parish will provide a separate union bulletin board at each work location for posting union business for which the steward will be responsible. Nothing of a political or derogatory nature may be posted.
- G. Written Notification to the Union**
All written notifications to the Union required under this Agreement shall be made by depositing the same in certified mail return receipt U. S. mail, postage prepaid, and addressed to the Union's office. The Union shall provide the Department of Human Resources via certified mail the Union's address and the Department of Human Resources shall be responsible for ensuring all departments covered under this Agreement including the Parish Attorney's office have the updated Union address.
- H. Copy of Agreement**
The City-Parish agrees to furnish to each employee a copy of this Agreement.

- I. **Meet and Confer over Contracting Out of Bargaining Unit Work or Layoff**
Except in emergencies, the City-Parish will notify the Union in writing at least sixty (60) days prior to contracting work which has been customarily and routinely performed by bargaining unit worker or instituting a layoff for such work. Upon request, the Union shall be provided with a copy of all relevant information used by the City-Parish in making such determination which includes, but is not limited to, all labor costs and economic data.

In the event it becomes necessary to layoff any members of the bargaining unit as set forth above, the parties shall meet within ten (10) days to discuss the economic impact upon affected employees.

The Union shall have fifteen (15) days from the date of notification to propose alternative solutions and management shall have fifteen (15) days to review, consider, and respond to the alternatives.

ARTICLE 6 **Stewards and Leaders**

A. **Union Stewards**

The City-Parish acknowledges the right of the Union to appoint one steward and one alternate steward for each location listed below from among the employees who work at that location. Their duties shall be limited to that location. The alternate steward shall serve in the absence of the regular steward.

The locations for which stewards and alternate stewards may be appointed are:

- Animal Control
- City Constable
- Community Development/Home Maintenance
- Delmont Community Center
- Dr. Martin Luther King, Jr. Community Center
- East Baton Rouge Parish Mosquito & Rodent Control
- Each HEAD START Center
- Greater Baton Rouge Airport/Maintenance
- Juvenile Services/Detention Center
- Each Public Works Site with bargaining class positions

The Union shall provide a list of stewards and alternate stewards to each appointing authority by January 31st of each year and shall notify the appointing authority of modifications made to the steward list during the year.

B. **Steward Duties on City-Parish Worktime**

The City-Parish shall pay one Chief Steward or alternate steward if the Chief Steward is unavailable for time spent during his/ her regular working hours, not to exceed eight (8) in a day. The supervisor of the Chief Steward shall indicate

whether or not the Chief Steward can be relieved of his duties for the required time period. If he cannot, the Chief Steward will be considered "unavailable."

- (1) processing grievances at Steps 1, 2 and 3 of the grievance procedure;
- (2) meeting with management concerning the administration of this Agreement;
- (3) attending arbitration hearings;
- (4) transmitting such messages and information which shall originate with, and are authorized by, the Union or its Officers; provided such messages and information:
 - (a) have been reduced to writing; and
 - (b) are of routine nature; and
- (5) attending Personnel Board meetings as a spokesman for an employee or a witness.
- (6) processing official disciplinary appeals.
- (7) Attending new employee orientation for all positions covered by this Agreement if designated as the one Union representative for the orientation.

C. Negotiating Committees

The City-Parish shall pay members of the union's negotiating committee for time spent during regular working hours, not to exceed eight (8) in a day, in meeting with management for the purpose of labor contract negotiations. The committee will be limited to 12 members on each side. If more than one member of the Union team is from the same division the designation is subject to the approval of the appointing authority.

D. Grievance Investigations

The City-Parish will allow each steward to investigate grievances and official disciplinary appeals during the steward's regular working hours, with pay, up to a limit of two (2) hours in any calendar week for all grievances handled by that steward. The two (2) hour per week limit shall be the total allowable for the steward and alternate steward combined. Time spent during regular working hours by a steward or alternate steward in an effort to resolve a personnel problem at the request of supervision shall not count against the two (2) hour limit and shall be paid. A steward desiring to conduct such an investigation shall notify his/her immediate supervisor of his/her desire to be relieved from work to do so,

the nature of the grievance, and the names of any employees (not more than one at a time without permission from their supervisor) who need to be relieved from work to meet with the steward. The investigation shall be conducted at a time mutually agreed between the supervisor and the steward, and arranged to minimize disruption of work. Except in cases of emergency, the steward shall be allowed to conduct the investigation on the day he/she notifies the supervisor or the following regular workday.

E. Other Business

Stewards shall not conduct any union business other than that described in this Article during working hours without permission from management. Except as provided in this Article, the City-Parish shall not be required to pay stewards or the union negotiating committee for time spent on union business during regular working hours.

F. Meetings- Notification

The Union must notify the office of the department head at least 24 hours in advance if a steward or negotiating committee member must miss work for union business. If 24 hours notice is not possible, the Union shall give as much notice as is possible.

G. Stewards at Pre-disciplinary hearings

In cases in which a pre-suspension or pre-termination notice has been given to the employee, the City-Parish will use reasonable efforts to schedule the hearing at which the employee will be given an opportunity to present his defense at a date and time which will accommodate the steward that originally investigated the matter being heard.

H. Semi-Monthly Union Steward Meetings

Stewards or alternate stewards are authorized to attend one two-hour meeting held by the union every other month. These meetings will be scheduled semi-annually in January and June, at a mutually agreed upon date and time, for the purpose of proving steward training and coordinating communications between stewards. The requested meeting date and time shall be presented to the Parish Attorney's office at least 15 days prior to the meeting date. After a date and time is agreed upon, notification of the meeting will be sent by the Union to the Appointing Authorities at least 7 days prior to the meeting date.

ARTICLE 7

Grievance and Arbitration Procedure

A. "Grievance" Defined

A "grievance" is defined as a specific claim by the Union or an employee that the City-Parish has violated this Agreement. The term "grievance" does not include any matter subject to the jurisdiction of the Personnel Board, nor to a matter appealable under Rule XI of the Rules Governing Employees in the Classified Service or any claim by the City-Parish that the Union or an employee violated this Agreement.

B. Processing Grievances

The procedure established by this Article shall be the exclusive remedy for any grievance. Any grievance not presented and processed in the manner and within the limits (unless such time limits are extended by mutual agreement of the City-Parish and the Union in writing) established herein shall be waived, and therefore such grievance may not be made the basis for any action, either under this Agreement or otherwise. The arbitrator shall have no authority to excuse the failure to comply with the time limits. For the purpose of this Article, all references to days shall be City-Parish working days, excluding weekends and holidays.

Grievances shall be presented and processed as follows:

- Step 1. As soon as possible, but in no event later than ten working days from the date of the incident, the employee or steward shall submit a grievance form as provided in this agreement to his division manager or immediate supervisor indicating the nature of the grievance. The grievance shall also specify the clause of the contract violated and the settlement desired. The supervisor or division manager shall immediately provide the grievant or steward with a signed dated receipt that they have received the written grievance. A meeting shall be held with the division manager or his designee and the supervisor or the division manager shall issue a written decision on the form within ten (10) working days of the receipt.
- Step 2. If the grievance is not settled or withdrawn, the employee, steward, or the Union representative shall, within ten (10) working days following receipt of the response from Step 1, present the grievance in writing, signed by the aggrieved employee or a representative of the Union, to the department director. A meeting shall be held with the department director or his designee to discuss the grievance within ten (10) working days of receipt of the grievance. The department director or his designee shall issue a written response to the grievance within five (5) working days of the meeting.
- Step 3. If the grievance is not settled or withdrawn, and the grievant is an employee of the Department of Public Works, Community Development/Home Maintenance, DHDS-Office of Social Services, Delmont Community Center, Dr. Martin Luther King Center, or Juvenile Services, the employee or union representative shall, within ten(10) working days of the decision in Step 2, present the grievance in writing to the Mayor-President and request a

meeting for the purpose of attempting to settle the matter. This meeting shall be held within ten (10) working days. The Mayor-President or his designee shall provide a written response to the grievance within ten (10) working days following the grievance meeting.

If the grievance is not settled or withdrawn, and the grievant is an employee of Animal Control, East Baton Rouge Parish Mosquito and Rodent Control, or Greater Baton Rouge Airport/Maintenance, the employee or union representative shall, within ten(10) working days of the decision in Step 2, present the grievance in writing to the Council Administrator-Treasurer and request a meeting for the purpose of attempting to settle the matter. This meeting shall be held within ten (10) working days. The Council Administrator-Treasurer or his designee shall provide a written response to the grievance within ten (10) working days following the grievance meeting.

Step 4. If the grievance is not settled or withdrawn, the Union shall, within ten (10) days following the decision in Step 3, give written notice to the Major-President or Council Administrator-Treasurer and the Parish Attorney's office of its desire to submit such grievance to arbitration.

C. Management Failure to Comply with Time Limits

If management fails to comply with time limits set forth in this Article, the union or grievant may send notice of failure to respond along with a copy of the grievance to the designated authority by certified mail; if a response is not received within five (5) working days of receipt, the grievance shall be resolved in favor of the Union.

D. Arbitration Procedure

The Union shall request the Federal Mediation and Conciliation Service to submit a list of five arbitrators. Such request must be made not later than 30 days following the date of Union's notice of desire to arbitrate, and a copy of such request shall be furnished to the City-Parish Attorney or Mayor-President.

Within ten days of receipt of the list of arbitrators, the City-Parish Attorney or Mayor-President and Union shall eliminate four names there from by alternately striking one, and the person whose name remains on the list shall serve as the arbitrator for the grievance in question. If necessary, the first strike shall be determined by lot.

The arbitrator shall proceed as soon as practicable to hold a hearing. Unless the parties agree otherwise, only one grievance shall be heard at a time unless the

grievances are similar in nature. Grievances shall be arbitrated in the order in which they are filed.

The fees and expenses of the arbitrator shall be borne equally by the City-Parish and the Union.

E. Arbitrator's Authority

The sole function of the arbitrator shall be to interpret the provisions of this Agreement and apply them to the facts of the grievance, and if he determines that the Agreement was breached he may award an appropriate remedy. The arbitrator shall have no power to modify, supplement or otherwise alter this Agreement.

The decision of the arbitrator, within the limits of his authority as described herein, shall be final and binding upon the City-Parish, Union, and employees concerned.

The arbitrator shall render a decision in writing within thirty (30) calendar days, including Saturdays, Sundays and the City-Parish holidays, following completion of the hearing and the filing of briefs, if any, unless an extension of time is agreed to by the City-Parish and Union.

F. Grievance Mediation - Waiving Arbitration Deadlines

Upon mutual agreement of the union and Management, the parties can waive time lines for arbitration while utilizing the services of FMCS Federal Mediators to resolve a grievance.

ARTICLE 8
Labor-Management Committee

A Joint Committee of equal number of representatives from City-Parish and from the Union shall meet at least quarterly for the purpose of discussing issues of mutual concern and interest and to maintain open lines of communication between the parties. To promote a problem solving approach, the parties shall strive for consensus decision-making whereby such decisions or resolutions may be memorialized in a Memorandum of Understanding. The meetings shall be co-chaired by one member selected by the Mayor-President or his/her designee and one selected by the President of SEIU Local 21LA or his/her designee.

The parties shall mutually agree on the date, time and place of the meetings. Not less than ten (10) working days prior to the meeting, the parties shall exchange a list of subjects or matters and the combined list shall be the agenda of the meeting. Representatives of both parties may be rotated so as to provide participation from individuals directly involved or concerned with the issues being discussed. Subcommittees may be formed to address specific issues or matters and may meet more regularly.

ARTICLE 9
Rules and Regulations

All rules and regulations adopted by the City-Parish shall be uniformly applied and enforced.

ARTICLE 10
Hiring and Promotions

- A. **Personnel Rules**
Hiring, Job Bidding, Posting and Appointments shall be in accordance with the Rules Governing Employees of the Classified Service.
- B. **Seniority and Appointments**
In the event there is vacancy to be filled and the list provided by the Personnel Department contains three or more qualified applicants, then consideration will be given to seniority before a final appointments is made. Upon request of any applicant or the Union, Management shall attach to the requisition an explanation why the candidate chosen was selected over the other candidates along with documentation supporting its decision, including any information pertaining to the filling of the position which should be available through a Public Records Request. The Department of Human Resources shall perform a semi-annual audit of hiring and promotional activity, the scope of which shall be decided by the Labor-Management Committee, and the results of which shall be reported to the committee.
- C. **Posting of Job Openings**
Job openings will be posted at all bargaining unit work sites for not less than five (5) days. Human Resources will email a copy of all job openings to the union headquarters and to the City-Parish work sites on each Friday afternoon. All job openings will be posted by the union steward on a secured union bulletin board at City-Parish work sites.
- D. **Transfer**
If a job becomes available in another division or section of the Department of Public Works, and an employee is qualified to perform the work, then a transfer will be considered unless operations are deemed by the Department of Public Works' Management to be adversely affected. Supervision should be allowed a reasonable amount of time to transfer the employee, and if not transferred, then the employee will be allowed to file a grievance.
- E. **Career Ladders and Training**
The City-Parish and the Union agree to develop a joint career ladder program for City-Parish bargaining unit employees. The City-Parish and the Union agree that they support the concept of upward mobility both within the bargaining unit and between bargaining unit and management positions. Toward this end, the parties

agree to consider Employer-provided training and other measures to facilitate promotions. Training shall be equally accessible to all employees. Participation in any such training shall be offered to employees on the basis of seniority within the relevant classification and/or department with the opportunity to attend up to four (4) classes per employee within a calendar year and a program will be developed by the Labor-Management Committee to monitor the accessibility.

F. Teacher Aides Career Ladder

Teacher aides who have earned CDAs will be considered for open teacher slots before new teachers are hired from the outside as long as they meet other qualifications for the position.

G. Involuntary Transfer

If a bargaining unit employee is involuntarily transferred to another work location and the employee requests an explanation about the circumstances concerning the involuntary transfer, the City-Parish shall provide the employee with such an explanation.

H. "Blacklist"

The City-Parish shall not establish or create a so-called "Blacklist" nor in any way become a party to the establishing of such a "Blacklist" that may have for its purpose the prevention of any member of the Union obtaining employment with the City-Parish or other employers.

I. Non-Selective Certification

The City-Parish and the Union agree that the promotional process should be a fair and transparent one. Therefore, at no time in an attempt to give one candidate an advantage over another shall the City alter a job description or requirement to meet the qualifications of a particular candidate. The City-Parish will notify the Union whenever a request for Selective Certification is made and the Union will have the right to flag the Selective Certification request and send it directly to the HR Director's attention. The HR Department shall provide the Union a justification for the selective certification request if approved.

ARTICLE 11

Discipline and Discharge

A. Personnel Rules

Discipline and discharge shall be in accordance with the Rules Governing Employees of the Classified Service.

B. Right to Union Representation

An employee shall, upon request at anytime, be entitled to the presence of a steward or union representative at any disciplinary action or investigatory interview conducted by the City-Parish if the interview may result in the employee's disciplinary action. An employee shall also be entitled to the

presence of a steward or union representative prior to signing any documents concerning disciplinary matters.

C. Time Limit on Issuing Discipline

Any verbal or written warning must be issued within three (3) City-Parish working days of the employee after the offense is known by the employee's immediate supervisor.

D. Personnel files and Past History

The employer shall maintain an official personnel file for each employee in the Department of Human Resources. All final disciplinary actions shall be included in that file. Anything beyond a three (3) year period will not be used against the employee when considering any disciplinary action or promotion.

E. Back Pay

Employees whose suspensions or termination are rescinded shall receive full back pay if ordered by a Board or Court which has appropriate jurisdiction over such matters, or in the case of administrative settlement between the union and the City-Parish, within two pay periods of the judgment or settlements, unless the matter is appealed to a higher Board or Court.

F. Appeal Court Costs

The City-Parish shall pay all court costs incurred by an employee filing an appeal from a Personnel Board decision, including but not limited to any filing, service and motion fees, if the employee prevails on appeal and upon the rendering of a final judgment.

ARTICLE 12

Hours of Work and Overtime

A. Personnel Rules

Hours of work and overtime shall be in accordance with the Rules Governing Employees of the Classified Service.

B. Wage Schedule and Metropolitan Council Authority

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement. Rates of pay provided for by this Agreement shall be the minimum. Time clocks may be used to verify work time for pay purposes at the option of the City-Parish.

The right of the Metropolitan Council of the City-Parish to determine in its sole discretion the amount of money to be appropriated for compensation of employees in the various departments of the City-Parish government is acknowledged and reserved. Subject to adequate funding by the Metropolitan Council, the pay plan shall determine the salary of each employee covered by this Agreement.

The parties agree that if any longevity pay increases, cost of living adjustments, or merit raises are funded by the Metropolitan Council for all employees of the City-Parish during the term of this Agreement, then these types of pay increases shall also be funded for the employees covered by this Agreement. Additionally, any other pay increase authorized by the Metropolitan Council for all City-Parish employees shall also apply to the employees covered by this Agreement.

C. Pay Day

Employees shall be paid bi-weekly. When the regular payday occurs on a holiday, the City-Parish shall pay the employees on the regular workday immediately preceding the holiday.

D. Overtime

In the Department of Public Works and the Department of Human Development and Services, except during emergencies, the opportunity to perform overtime, in each work section or area, shall be distributed among employees who normally perform the duties during regular work hours. During emergencies, the supervisor may use the most expedient method to assign the overtime work. On non-emergency occasions, the opportunity to work overtime shall be offered to the employee based on a rotating schedule with overtime being offered first to the employee with the least amount of overtime year-to-date. The rotating schedule will be posted.

In the Department of Public Works, if any employee turns down scheduled overtime, he/she shall be charged for those hours of overtime worked by another employee in his/her place and adjusted accordingly on the rotating schedule.

In the Department of Human Development and Services, if an employee repeatedly turns down the opportunity to perform overtime, the supervisor may delete the employee's name from the overtime roster.

In the Juvenile Services, except during emergencies and when otherwise required by applicable State or Federal Statute, Regulation, or Order, the opportunity to perform overtime shall be distributed equally among employees who normally perform the duties during regular work hours.

E. Mandatory Overtime

Employees may be required to work without the right of refusal in the event a sufficient number of volunteers cannot be obtained. The City-Parish and Union agree to work together to develop in each department methods for determining which employees must work required overtime when a sufficient number of volunteers cannot be obtained; until further agreements are reached, the current practices for determining such employees will be continued.

- F. **Overtime Calculations**
For all Bargaining Unit employees, overtime work is to be compensated at one-and-one-half times their regular rate of pay. Rate of pay shall be calculated in all cases by dividing the annual base salary plus longevity by 2080.
- G. **Compensatory Time in Lieu of Overtime Payments**
By agreement between the employee and the City, compensatory time may be awarded to an employee in lieu of overtime pay up to the limit of 240 hours of compensatory time. It shall be the employee's decision when to utilize compensatory time, provided he provides suitable notice and obtains approval of his supervisor.
- H. **Shift Re-assignment**
The City-Parish will post a notice at least thirty (30) calendar days prior to any general re-assignment to shifts in the WasteWater Division that affects a majority of shift employees; provided that this requirement shall not apply in the event of emergency or circumstances beyond the control of the City-Parish.
- I. **Juvenile Services Workday**
In the Department of Juvenile Services, the normal workday shall consist of an eight (8) hour shift. The normal workweek shall be forty (40) hours, consisting of five (5) such shifts.
- J. **Juvenile Services Work Schedules**
In the Department of Juvenile Services , anticipated work schedules shall be developed for six (6) month intervals, but may be changed when the City-Parish determines such change is necessary. If the City-Parish makes such a change in an employee's schedule, the employee shall be given twenty-four (24) hours notice of the change, unless the change was required by an unanticipated staffing need. The schedules shall be maintained in Central Control for inspection by employees.
- K. **Juvenile Services Overtime Records**
In the Department of Juvenile Services, a record of the overtime hours worked by each employee shall be maintained in Central Control and updated as such updates are provided by the Department of Juvenile Services. The department shall update its records each pay period.
- L. **Call Backs & Stand-by (work on consolidation)**
In the Department of Juvenile Services, when an employee has completed a day's work and has left the Center's premises, and is required to return without at least eight (8) hour's rest, he or she shall be paid overtime for all hours worked outside his or her scheduled hours. Compensation for such call back work shall otherwise be governed by the Personnel Rules.

In the Department of Public Works, when an employee is placed on stand-by for a period of 24 consecutive hours, in the event he is not called out during the 24-hour period, then he will be entitled to two hours of compensatory time for any 24 hour period.

In the Department of Public Works, an employee who is required to stand by for the work week and is not called out during such period shall be awarded one hour of compensatory time per day banked each day, or the total number of hours worked during the week, whichever is greater.

M. Step Up/Out-of-Class Pay

In the Department of Public Works, an employee who is temporarily assigned by the City-Parish to fill in for an absent employee in a higher classification for four (4) hours or more in a workday shall be paid for that entire shift at the lowest rate of the higher classification, or at his normal rate plus 3% thereof, whichever is higher.

In the Department of Juvenile Services, if an employee is given a substitute appointment in order to fill in for an absent employee for a full shift, he or she shall be paid for that shift at the lowest rate of the higher classification or his or her normal rate, whichever is higher.

In the Department of Human Development and Services, an employee who is temporarily assigned by the City-Parish to fill in for an absent employee in a higher classification for more than one(1) day shall be paid for the period of time he fills in for the other employee at the lowest rate of the higher classification which shall provide an increase of pay.

N. Shift Differentials

1. An employee assigned to and working a shift that includes any hours from 3:00 PM to 11:00 PM shall be paid an hourly premium of \$. 75 for each such hour worked on that shift.
2. In the Department of Juvenile Services only, an employee assigned to and working a shift that includes any hours from 11:00 PM to 7:00 AM shall be paid an hourly premium of \$ 1.25 for each such hour worked on that shift.
3. Employees assigned to and working the second shift shall be paid a shift differential of \$. 75 per hour for all hours worked on that shift and consecutive hours worked beyond the normal end of that shift. Employees assigned to and working the third shift shall be paid a shift differential of \$1.25 per hour for all hours worked on that shift and consecutive hours worked beyond the normal end of that shift.

An employee whose shift begins between 2:00 PM and 11:00 PM shall be considered as assigned to and working the second shift; an employee whose shift begins between 11:00 PM and 7:00 AM shall be considered as assigned to and working the third shift.

An employee assigned to and working a 12-hour shift beginning between 5:00 PM and 7:00 PM shall be paid a shift differential of \$1.00 per hour for all hours worked on that shift and consecutive hours worked beyond the normal end of that shift.

ARTICLE 13
Health and Retirement Benefits

The City-Parish agrees to provide to each employee covered under this Agreement the hospitalization, pension and life insurance overages presently in effect, or as provided by Ordinance subsequently adopted by the Metropolitan Council.

ARTICLE 14
Rest Periods and Meal Periods

A. Rest Periods

In the Department of Juvenile Services and in the Department of Public Works all employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the approximate middle of each one-half shift. Employees who for any reason work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during shift.

In the Department of Human Development and Services, all employees' work schedules shall provide for two separate twenty (20) minute rest periods during each work day.

B. Lunch Periods

In the Department of Human Development and Services, all employees shall be granted a minimum of a thirty minute lunch period during each work day.

In the Department of Public Works, all employees shall be granted a thirty (30) minute lunch period during each work shift. The lunch period shall be scheduled at the approximate middle of each shift, unless mutually agreed upon by the effected employees and management.

C. Juvenile Detention-Free Meal in Lieu of Unpaid Meal Period

In the Department of Juvenile Services Detention Division due to the nature of the Center's continuous operation, employees shall not be allowed an unpaid meal

period. Therefore, the Center shall provide the employees one free meal per shift, provided that the employee eats the meal at the Center.

D. DPW Maintenance Lot Breaks

For those employees who work out of the North, South or East Lots in the Department of Public Works, the work schedule shall provide a fifteen (15) minute rest period during the portion of the shift before the lunch break; the lunch break shall be forty-five (45) minutes from 11:30 AM to 12:15 PM; and there shall be no rest break after the lunch break.

E. Twelve-hour Schedules- Breaks

In the Department of Public Works, all employees who work twelve (12) hour schedules will be allotted a third fifteen (15) minute break in the middle of the last four (4) hours of the schedule.

ARTICLE 15

Safety, Health and Sanitation

A. State and Federal Regulations

All work of the City-Parish shall be performed under safety conditions that conform to the State and Federal regulations. The City-Parish shall have the right to require its employees to conform to all safety regulations, rules, and measures.

B. Restroom Facilities

The City-Parish shall maintain clean, sanitary rest rooms and adequate toilet facilities. Such facilities shall comply with the State Board of Health regulations and other applicable State Laws.

C. Conformity with City, State and Federal Requirements

If the City-Parish requires an employee to operate equipment that does not conform to all City, State and Federal requirements, and the employee has informed his or her immediate supervisor that this situation exists, then the City-Parish will reimburse the employee for any fines levied against him or her because of the nonconformity of such equipment to such regulations.

D. Safety Meetings on City Time Only

Employees shall not be required to attend safety meetings, or any other meetings that the City-Parish may call, on their own time. In the division of the Department of Public Works only (not to include other departments referred to as DPW herein), each month all employees shall attend one paid safety meeting that shall be held during the employee's work shift. In DHDS or Juvenile Services, safety meetings or in-service training will be held in accordance with federal, state or local regulations. If the City-Parish requires attendance at any such meetings, the employees shall be paid therefore.

E. Safety Issues to be addressed by Labor-Management Committee

It is the express policy of the City-Parish and the Union to cooperate in an effort to continue to improve health and safety matters. In furtherance of this policy, the Labor-Management Committee shall address issues relating to health and safety brought to their attention.

F. Safety Shoes

In the Department of Public Works, the City-Parish will provide up to \$100.00 per year, for each employee, towards the purchase of one pair of safety shoes as required by management in the performance of the employees' duty. Management may increase this allowance at its discretion. The City-Parish will also provide the names of three (3) places that the safety shoes may be purchased. Employees not choosing to purchase shoes through the City-Parish contract may purchase safety shoes and be reimbursed up to \$100 upon submission of an original invoice.

G. Uniforms

If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the employee by the City-Parish. The City-Parish will establish a system by which employees may voluntarily acquire additional uniforms from a vendor on a payroll deduction basis. The City-Parish management shall require the vendor to be responsible for following through on receiving payroll deduction forms prior to distributing the uniforms acquired through this method. If no vendor is willing to take such responsibility, or if this restriction makes the cost of uniforms prohibitive, the City-Parish may discontinue this system. If such uniform or gear issued by the department is damaged at work through no fault of the employee, the City-Parish will replace the damaged uniform or gear.

Uniforms shall be provided to all classes listed in Appendix D of this Agreement. The employees will initially be issued five (5) sets of uniforms. A replacement plan will be adopted.

H. Safe Equipment

No employee shall be compelled to take out equipment that is not mechanically sound and properly equipped for the purpose for which it is to be used or which fails to conform with all applicable city, state and federal regulations. After an employee has reported equipment unsafe, the Maintenance Department will be required to put an "O.K." slip on the equipment before the equipment may be put back in service.

I. Hazardous Materials

The City-Parish will establish a procedure and chain of command for reporting and monitoring the deposit of materials which might be hazardous to landfill sites, and will designate specific individuals and alternates to whom incidences will be reported involving suspected hazardous materials.

- J. **Safety Glasses**
In the Department of Public Works, the City-Parish will provide non-corrective 'flip-top' safety glasses if requested and needed up to a limit of two sets per year.
- K. **Clean-Up at end of Day**
Employees performing manual labor who come into contact with sewerage or other hazardous waste shall be allowed the last 15 minutes of their workday to clean up as needed.
- L. **Dress Code**
Any dress code shall be reasonably related to the employee's duties and recognize the conditions in which the employee must work, including the needs of employees who may have to work outside for part of their workday. Any dress code will be applied equitably to all employees in the job classification.
- M. **Worker's Compensation**
The City-Parish shall provide Workers' Compensation for all employees as required by law. The City-Parish agrees to use all reasonable efforts to obtain prompt settlement of injury compensation claims by its compensation insurance carrier.
- N. **Licenses**
If employees are required by the city-Parish to obtain license or permits pursuant to the rules and regulations of the United States Environmental Protection Agency, the Louisiana Department of Environmental Quality, the Louisiana Department of Agriculture and Forestry, the Louisiana Department of Health and Hospitals, or the Louisiana Office of Motor Vehicles (with the exception of a Personal Class E Drivers Licenses), the City-Parish will pay the costs of such licenses and will reimburse the employee for any expenses in connection with testing procedures or the acquisition of said license(s), all without loss to the employee of compensated time.
- O. **Safety Training**
All employees will be given safety training as required by law.

ARTICLE 16

Vacations, Holidays and Leaves of Absence

- A. **Vacations, Holidays and Leaves of Absence**
Vacations, holidays and leaves of absence shall be in accordance with the Rules Governing Employees of the Classified Service.
- B. **Vacation Requests**
In order to facilitate employee's vacation requests, all departments shall make a vacation schedule available for employees to review. Employees shall be given a response within 48 of the employees' work hours following their vacation request. If the employee is given permission to take vacation and the appointing authority

is advised prior to the approval of the vacation that the employee will be making un-refundable reservations and that vacation is canceled after the deadline to receive a refund on the reservations, the appointing authority may reimburse the employee.

C. Vacation Scheduling

The City-Parish shall, to the extent practicable, schedule vacations at times desired by individual employees, giving preference to senior employees in the event of conflicting requests. However, the exclusive right to schedule vacations is reserved to the City-Parish. Seniority for purposes of vacation scheduling shall be based on the employee's first date, as reflected in the records of the City-Parish Personnel Department.

ARTICLE 17
Miscellaneous Provisions

A. Tools Furnished by City-Parish

It is agreed that the City-Parish will furnish hand tools and equipment as needed. An employee will not be permitted to work unless he has with him the tools provided by the City-Parish. The City-Parish will replace broken or damaged tools. The employee must pay for tools or protective gear lost, stolen, or not returned to the City-Parish upon change of job, retirement or termination of employment unless the employee can establish no fault of his own. The cost of such items will be deducted from the employee's pay. Employees shall be held harmless for accidental damage of tools or equipment not caused by the negligence of the employee if reported in a timely manner.

B. Work performed by Bargaining Unit Employees

Subject to Article 2 all work performed in any classification covered under this Agreement shall be performed solely by employees covered under this Agreement; and no work under any classification covered by this Agreement shall be performed by either the City-Parish or the City-Parish's representatives, such as managers or supervisors except when the health, safety and welfare of the public or City-Parish workers may be at risk.

C. Operating Training

The City-Parish is to implement an operator job training program where deemed by the Department of Public Works Management to be beneficial to the operation of the department and attendance shall be mandatory.

D. I. D. Cards

Those employees who meet the public or demonstrate a need for such a card will be issued I.D. cards.

E. Signing of Documents

The City-Parish may require employees to sign; a) payroll sheets, time cards or similar documents for the purpose of verifying the correctness of the information shown, provided that the City-Parish shall have in place a procedure for employees

to indicate in writing their disagreement with the information shown in case the employee believes it to be incorrect; b) receipts for wearing apparel, tools, or other items furnished to the employee by the City-Parish for the purpose of acknowledging the employee's receipt of the item; c) attendance sheets for the purpose of acknowledging the employee's attendance at the meeting, and d) memoranda, disciplinary documents, or other documents for the purpose of acknowledging the employee's receipt of a copy of the documents. Refusal of the employee to sign documents which meet this criteria may be considered insubordination and cause for disciplinary action.

F. Gendered Pronouns

The use of only the masculine or the feminine pronoun in this Agreement is for convenience, and the use of either is intended to include both genders.

G. Juvenile Services Detention Officer Training

In the Department of Juvenile Services, the City-Parish is to implement Detention Officer job training programs where deemed by the Director to be beneficial to the operation of the department, or when required by Federal or State Statute, Regulation, or Order. Except in cases of personal or family emergency, no employee may refuse such training. All Center employees will be given safety training as determined by the Director to be appropriate.

H. Juvenile Services-Gender Balance

In the Department of Juvenile Services, a female detention officer shall be assigned to every shift.

I. Maintenance of Standards

The City-Parish agrees that all conditions of employment relating to wages, hours, and working conditions inadvertently overlooked by either party shall be maintained at not less than the highest minimum standards in effect at the time of signing this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in the Agreement. It is agreed that the provisions of this paragraph shall not apply to inadvertent bona fide errors made by the employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of such error.

ARTICLE 18
Severability

A. In the event that any provision of this Agreement shall at any time be declared invalid by a court of competent jurisdiction, the decision shall not invalidate the entire agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

B. In the event that any provisions of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE 19
Duration and Scope of Agreement

This Agreement shall become effective as of 12:01 a.m. January 1, 2013 and shall remain in effect until midnight on December 31, 2015 and from year to year thereafter unless written notice of a desire to amend or terminate the Agreement is given by either party to the other not less than sixty (60) days prior to said expiration date or any anniversary thereof. Any negotiations to renew this agreement shall commence no later than May 30, 2015.

Notwithstanding the foregoing, either party shall have the right to re-open Appendix A of the Agreement as of June 1st of each year for the purpose of re-negotiating wage rates only.

If this Agreement is re-opened but the parties have not reached agreement by the expiration date, the contract as theretofore constituted shall remain in effect until timely re-opener in a subsequent year or the expiration date, but the parties shall continue to negotiate in good faith and may agree to amend the contract at any time.

Agreements reached between the parties to the Agreement shall become effective only when signed by the authorized representatives of the Union and the authorized representatives of the City-Parish.

At any time, the parties may agree to amend the contract by issuing a Memorandum of Understanding signed by both parties. Such Memoranda shall have the weight of any other section of this Collective Bargaining Agreement.

CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE

BY: Melvin L. "Kip" Holden 4-25-13
Melvin L. "Kip" Holden, Mayor President Date

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 211A

BY: Helene O'Brien 4/23/13
Helene O'Brien, President Date

APPROVED
[Signature]
PARISH ATTORNEY'S OFFICE



APPENDIX A
LOCAL 21 LA
SERVICE EMPLOYEES INTERNATIONAL UNION
Contract Effective Dates: January 1, 2013 - December 31, 2015

January 1, 2013

CLASS CODE	CLASS TITLE	APPENDIX I SECTION	PAY GRADE	YEARLY MINIMUM	YEARLY MAXIMUM
124226	Cook (9.5 months)	(16)	1050	\$17,586	\$24,344
124252	Juvenile Detention Officer I		1120	\$24,746	\$34,254
124253	Juvenile Detention Officer II		1140	\$27,282	\$37,765
14.XXXX	<u>MACHINE TRADES & BENCH WORK OCCUPATIONS</u>				
141105	Tire Service Worker		1090	\$21,376	\$29,590
141115	Automotive Mechanic		1140	\$27,282	\$37,765
141130	Master Mechanic		1170	\$31,583	\$43,718
141208	Spray Systems Servicer		1145	\$27,542	\$38,125
141315	Pump Machinist		1140	\$27,282	\$37,765
141715	Air Conditioning, Heating & Mechanical Equipment Mechanic		1140	\$27,282	\$37,765
15.XXXX	<u>STRUCTURAL WORK OCCUPATIONS</u>				
151015	Sign Fabricator		1080	\$20,359	\$28,181
151090	Trades Technician		1080	\$20,359	\$28,181
151095	Senior Trades Technician		1110	\$23,568	\$32,623
151213	Building Maintenance Plumber		1140	\$27,282	\$37,765
151215	Carpenter		1140	\$27,282	\$37,765
151235	Welder		1140	\$27,282	\$37,765
151245	Electrician		1140	\$27,282	\$37,765
151250	Plant Electrician		1160	\$30,079	\$41,636
151370	Maintenance Worker I		1060	\$18,466	\$25,561
151375	Maintenance Worker II		1080	\$20,359	\$28,181
151377	Maintenance Worker III		1100	\$22,445	\$31,069
151380	Heavy Equipment Operator		1100	\$22,445	\$31,069
151505	Treatment Plant Operator Trainee		1090	\$21,376	\$29,590
151510	Treatment Plant Operator I		1140	\$27,282	\$37,765
151515	Treatment Plant Operator II		1160	\$30,079	\$41,636
151530	Pump Mechanic I		1130	\$25,983	\$35,967
151535	Pump Mechanic II		1150	\$28,646	\$39,653
151550	Plant Mechanic I		1150	\$28,646	\$39,653
151555	Plant Mechanic II		1170	\$31,583	\$43,718
151557	Instrument Technician		1160	\$30,079	\$41,636
151624	Traffic Signal Technician I		1120	\$24,746	\$34,254
151628	Traffic Signal Technician II		1150	\$28,646	\$39,653
151750	Complaint Investigator		1110	\$23,568	\$32,623



APPENDIX A
LOCAL 21 LA
SERVICE EMPLOYEES INTERNATIONAL UNION
Contract Effective Dates: January 1, 2013 - December 31, 2015

January 1, 2013

CLASS CODE	CLASS TITLE	APPENDIX I SECTION	PAY GRADE	YEARLY MINIMUM	YEARLY MAXIMUM
<u>10.1XXX</u>	<u>ENGINEERING & RELATED</u>				
101205	Engineering Aide Trainee		1080	\$20,359	\$28,181
<u>10.5XXX</u>	<u>SOCIAL SERVICES</u>				
105110	Probation Officer		1150	\$28,646	\$39,653
105117	Juvenile Probation Officer		1140	\$27,282	\$37,765
105119	Juvenile Probation Officer/POST Certified		1170	\$31,583	\$43,718
105129	Senior Juvenile Probation Officer/POST Certified		1200	\$36,561	\$50,609
105350	Outreach Worker I		1050	\$17,586	\$24,344
105363	Teacher Aide	(16)	1050	\$17,586	\$24,344
105365	Teacher	(15), (16)	1080	\$20,359	\$28,181
105381	Teacher Aide (9.5 months)	(16)	1050	\$17,586	\$24,344
105382	Teacher (9.5 months)	(15), (16)	1080	\$20,359	\$28,181
105495	Family Service Worker		1120	\$24,746	\$34,254
105520	Teacher Advanced	(15), (16)	1090	\$21,376	\$29,590
105521	Teacher Advanced (9.5 months)	(15), (16)	1090	\$21,376	\$29,590
105575	Juvenile Probation Counselor I		1170	\$31,583	\$43,718
105580	Juvenile Probation Counselor II		1190	\$34,820	\$48,199
<u>11.3XXX</u>	<u>STOCK ISSUING & RECEIVING</u>				
113105	Stock Clerk I		1050	\$17,586	\$24,344
113110	Stock Clerk II		1080	\$20,359	\$28,181
113125	Senior Stock Clerk		1100	\$22,445	\$31,069
<u>12.0XXX</u>	<u>MEDICINE, HEALTH, ENVIRONMENTAL, & RELATED</u>				
120405	Laboratory Technician		1170	\$31,583	\$43,718
120705	Pest Control Inspector I		1125	\$24,982	\$34,580
120710	Pest Control Inspector II		1145	\$27,542	\$38,125
<u>12.4XXX</u>	<u>CUSTODIAL & RELATED</u>				
124105	Custodian		1040	\$16,749	\$23,185
124115	Housekeeper		1060	\$18,466	\$25,561
124130	Building Attendant		1050	\$17,586	\$24,344
124131	Building Attendant (9.5 months)	(16)	1050	\$17,586	\$24,344
124132	Building Attendant (10 months)	(16)	1050	\$17,586	\$24,344
124140	Detention Cook/Laundry Worker		1050	\$17,586	\$24,344
124225	Cook		1050	\$17,586	\$24,344



APPENDIX A
LOCAL 21 LA
SERVICE EMPLOYEES INTERNATIONAL UNION
Contract Effective Dates: January 1, 2013 - December 31, 2015

January 1, 2013

CLASS CODE	CLASS TITLE	APPENDIX I SECTION	PAY GRADE	YEARLY MINIMUM	YEARLY MAXIMUM
<u>16.XXXX</u>	<u>SEMISKILLED & UNSKILLED LABOR OCCUPATIONS</u>				
160105	Laborer		1040	\$16,749	\$23,185
160205	Automotive Attendant		1080	\$20,359	\$28,181
160220	Senior Automotive Attendant		1100	\$22,445	\$31,069
<u>18.2XXX</u>	<u>CONSTABLE</u>				
182105	Deputy Constable		1160	\$30,079	\$41,636
182115	Deputy Constable - Sergeant		1180	\$33,162	\$45,904
<u>18.4XXX</u>	<u>ANIMAL CONTROL</u>				
184116	Animal Control Officer I		1120	\$24,746	\$34,254
184117	Animal Control Officer II		1130	\$25,983	\$35,967

Appendix "B"
Departments/Divisions Covered by the Union

Animal Control
Community Development/Home Maintenance
Constable's Office
Delmont Community Center
DHDS- Office of Social Services
Dr. Martin Luther King, Jr. Community Center
East Baton Rouge Parish Mosquito & Rodent Control
Greater Baton Rouge Airport/Maintenance
Juvenile Services
Public Works
 Building Maintenance
 Central Garage
 Operations/Landscape & Forestry
 State Highway Maintenance
 Street and Bridge Maintenance East
 Street and Bridge Maintenance North
 Street and Bridge Maintenance South
 Traffic Engineering
 Warehouse
 Wastewater Collection & Pump Stations
 Wastewater Treatment

APPENDIX C

CHECK-OFF AUTHORIZATION
AND ASSIGNMENT

I, _____, hereby authorize and direct
(Print Name)

my Employer every month to deduct from my wages all initiation fees, reinitiation or reinstatement fees, membership dues and uniform assessments as required by Local 21LA, Service Employees International Union, CLC – CTW, or its legal successor. I further authorize and direct that these monies so deducted be turned over each month to the Secretary – Treasurer of Local 21LA, Service Employees International Union, CLC – CTW.

This authorization and assignment shall be irrevocable for a period of one year or until the termination of the applicable collective bargaining agreement, whichever occurs first, unless written notice is given by me to my Employer and the Union at least 45 days but not more than 60 days prior to the expiration of each one year period or of the applicable collective bargaining agreement, whichever occurs first.

Signature _____

Social Security Number _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Employer _____

Witness to signature _____

Original to Employer

Copy to Union

To the extent that this authorization is not in conformity with all the provisions of Article IV of the contract, the provisions of Article IV shall control.

**APPENDIX D
BARGAINING POSITION PROVIDED UNIFORMS**

DEPARTMENT OF PUBLIC WORKS

Air Condition Heating and Mechanical Equipment Mechanic
Automotive Attendant
Automotive Mechanic
Building Attendant
Building Maintenance Plumber
Carpenter
Complaint Investigator
Custodian
Electrician
Heavy Equipment Operator
Housekeeper
Instrument Technician
Laboratory Technician
Laborer
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Master Mechanic
Parking Meter Service Worker
Plant Electrician
Plant Mechanic I
Plant Mechanic II
Pump Machinist
Pump Mechanic I
Pump Mechanic II
Senior Automotive Attendant
Sign Fabricator
Stock Clerk I
Stock Clerk II
Sr. Stock Clerk
Tire Service Worker
Senior Stock Clerk
Tradesworker I
Tradesworker II
Traffic Signal Technician I
Traffic Signal Technician II
Treatment Plant Operator I
Treatment Plant Operator II
Treatment Plant Operator Trainee
Welder

JUVENILE SERVICES

Juvenile Detention Officer I

Juvenile Detention Officer II

Juvenile Probation Officer Post Certified

ADOPTED
METROPOLITAN COUNCIL

APR 10 2013

By Dalsado
Introduced 3-27-13
PH. 4-10-13
544

RESOLUTION 50088

Brian Mayne
COUNCIL ADMINISTRATOR TREASURER

AUTHORIZING THE MAYOR-PRESIDENT TO EXECUTE A CONTRACT BETWEEN THE CITY OF BATON ROUGE AND THE LOCAL 211A SERVICE EMPLOYEES INTERNATIONAL UNION, EFFECTIVE JANUARY 1, 2013 THROUGH DECEMBER 31 2015. (In accordance with La. R.S. 44: 67.1 the proposed contract may be viewed at <http://brgov.com> under "Around the Parish.")

BE IT RESOLVED by the Metropolitan Council of the Parish of East Baton Rouge and City of Baton Rouge that:

Section 1. The Mayor-President, on behalf of the City of Baton Rouge, Parish of East Baton Rouge is hereby authorized to execute a contract between the City of Baton Rouge and the Local 211A Service Employees International Union, which contract shall be in full force and effect for the period January 1, 2013 through December 31, 2015, under the terms and provisions as set forth in said contract.

Section 2. Copies of the executed contract shall be placed on file in the office of the Director of Public Works, the Mayor's office and the Parish Attorney's office.

Section 3. Said contract shall be approved by the Office of the Parish Attorney as to form and legality.

Section 4. Notice was given on the agenda that in accordance with La. R.S. 44: 67.1 the proposed contract may be viewed at <http://brgov.com> under "Around the Parish."