

K15-500



COLLECTIVE BARGAINING AGREEMENT

Between the City of New Orleans and the Service Employees International Union Local 21

PREAMBLE

THIS AGREEMENT is entered into as of this 13th day of May 2015 between the City of New Orleans, hereinafter referred to as the "City," and the Service Employees International Union, Local 21LA, hereinafter referred to as 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 the basic and full agreement between the parties. There shall be no individual arrangement contrary to the provisions of this Agreement. It is understood that the City and the employees covered by this Agreement are engaged in furnishing essential public services which vitally affect the health, safety, comfort, economic stability, 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 Home Rule Charter for the City of New Orleans, city ordinance, or Civil Service Commission Rule, and the parties acknowledge that those laws and rules shall always control the relationship between the City, its employees, and the Union.

ARTICLE 1

Recognition and Exclusivity

A. Recognition

The Union is recognized as the exclusive representative and collective bargaining agent for eligible employees who are in departments and/or divisions thereof where the Union has obtained signed authorization cards of over fifty percent (50%) of the eligible employees in the department. A department is defined as any City department established by the Home Rule Charter for the City of New Orleans except the Department of Police, the Department of Fire, the Department of Law and the Mayor's Office. Eligible employees within a department exclude unclassified employees, managerial employees, and confidential employees. A confidential employee is defined as an employee involved in decisions affecting employer-employee relations. A managerial employee is defined as an employee who is the: department head; director; or deputy or assistant department head; deputy or

assistant director; or administrative employees who have significant budgeting, legal, supervisory, personnel, or other managerial responsibility. Employee, as used in this Agreement, means an eligible employee as determined by this paragraph.

B. Card Check Recognition Process

After submission to the City of signed or digital copies of authorization cards of over fifty percent (50%) of eligible employees in a department, the City shall recognize the Union as the bargaining agent.

C. Exclusive Representation

The City agrees not to recognize or enter into any agreement with any other organization representing or claiming to represent employees covered by this Agreement.

ARTICLE 2

Authorized Representatives

Collective bargaining, official communications, and notifications shall be conducted by the Union's President or authorized representatives and authorized representatives of the City.

The Union shall notify the City's Chief Administrative Officer in writing of the names of the Union's President and authorized representatives. As Union leadership positions are subject to change from time to time according to the will of the Union's members, the Union will promptly notify the Chief Administrative Officer of any changes. The authorized representatives of the City are:

Chief Administrative Officer or Designee
Director of Human Resources
City Attorney or Designee

All written notifications to either party required under this Agreement shall be made by certified mail or electronic mail.

ARTICLE 3

Dues Deduction

The City agrees to deduct an amount equal to union membership dues from the wages of any eligible employee, regardless of department, who has elected and authorized such deduction. The deduction shall be made out of each payroll period and transmitted to the Union. Payroll processing information from signed voluntary employee authorizations shall be furnished by the Union to the City on a form approved by the City.

In order to minimize administrative burdens, such authorization shall remain in effect and be irrevocable for one year unless an employee revokes his/her authorization, according to the Union's procedures, on any day during the calendar month in which the employee's authorization anniversary date falls. The Union shall send each employee an annual letter during the month of January with information regarding dues renewal and drop options. If an employee does not revoke authorization during his/her anniversary month, dues shall be automatically renewed for the following year, regardless of union membership. Employees who wish to revoke their payroll deduction authorization must send a letter via registered mail to both the Union and the City which is postmarked during the revocation period.

ARTICLE 4

City Management Rights

A. Provisions of Law

The Union recognizes the right of the City to operate and manage its affairs in all respects as provided for in federal law, state law, the Home Rule Charter for the City of New Orleans, city ordinance, or Civil Service Commission Rule, as they now exist and may be amended. In the event that the terms of this Agreement conflict with any of the provisions of law set forth above, those laws shall supersede the terms of this Agreement.

B. Normal and Inherent Rights

The City 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 re-determine, 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; to create, modify or discontinue jobs; to establish and change work rules, regulations and policy memoranda and to create new job classifications; to contract out any, all or parts of its operation; 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 cause; and to alter or vary past practices; and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of the various functions and services.

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

ARTICLE 5

Union Rights

A. Workplace Meetings

The Union shall be permitted to hold pre-scheduled workplace meetings on City property during non- working time, provided that the Union notifies the respective Department Head at least seven days in advance. Department Heads will not unreasonably deny union representatives' workplace access and will make good faith efforts to come to a mutually agreeable alternative if the Union's proposed meeting time or place cannot be accommodated because of City operational needs.

B. Bulletin Board

The City will provide space for the Union to furnish and maintain a bulletin board for each department, regardless of recognition or exclusive bargaining status, for posting Union business and information for eligible employees.

ARTICLE 6

Union and City Cooperation and Reciprocal Rights and Duties

A. Employee Lists

The City will furnish the Union with lists of all eligible employees quarterly, and the Union will provide its membership list to the City quarterly, which lists shall contain the anniversary date of the members.

B. Information Requests

The City agrees to comply with information requests from the Union in accordance with the public records law.

C. Duty to Notify Union of Changes to Regulations and CAO Policy Memoranda

Except in the case of emergency, the City will notify the Union of proposed changes to regulations or CAO Policy Memoranda at least seven (7) days before issuance or adoption. If requested by the Union, the parties shall meet prior to implementation to discuss the proposed changes.

D. Duty to Notify Union of Layoffs or Furlough

Except in the case of emergency, the City will notify the Union forty-five (45) days before instituting a lay-off or furlough. If requested, the Union shall be provided with relevant information used by the City in making such determination. If requested, the parties shall

meet within 10 days of the notification to discuss the layoff or furlough. The Union shall have fifteen (15) days from the date of notification to propose alternative solutions, and the City shall have the remaining twenty (20) days to review and consider the alternatives.

E. Posting of Job Openings

The City will post job openings online, and the Union may post job openings on Union bulletin boards.

F. Discipline

When an employee has been disciplined and upon the employee's request, the City shall meet with the employee and a Union representative to discuss resolution of the ongoing disciplinary proceeding after the initial disciplinary action, but before pre-termination or Civil Service hearings. Any information exchanged among the City, the employee, and the Union representative in connection with this elective meeting shall be treated as confidential by all parties and shall not be considered at any subsequent pre-termination or Civil Service hearing.

A Union representative shall have the right to attend civil service hearings upon employee request and participate in accordance with the Civil Service Commission Rules.

G. Respect and Dignity on the Job

Employees shall be treated with respect and dignity on the job.

ARTICLE 7

Prohibited Practices

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

The City shall not discriminate or retaliate, in fact or in perception, against any employee on the basis of race, color, national origin, religion, creed, culture, ancestral history, age, gender, sexual orientation, gender identity, marital or domestic partner status, physical or mental disability, or AIDS or HIV status. The City shall not discriminate or retaliate, in fact or in perception, against any employee on the basis of that employee's election or refusal to become a member of the Union. The City shall not discourage employees from exercising their rights under this Agreement, including the right to pay union dues via payroll deduction.

The Union shall not engage in any of the following practices:

The Union shall not discriminate or retaliate, in fact or in perception, against any employee on the basis of race, color, national origin, religion, creed, culture, ancestral history, age, gender, sexual orientation, gender identity, marital or domestic partner status, physical or mental disability, or AIDS or HIV status.

Union representatives shall not discriminate against, restrain, coerce or disparage any City employee on the basis of that employee's election or refusal to become a member of the Union or on that employee's exercise of any rights granted under this Agreement.

No Union representative shall visit the home of any City employee who has signed the "Do Not Visit" list. Such list will be maintained electronically by both the Union and the City. An employee may ask to be placed on the list at any time. To visit the home of any employee who previously signed the "Do Not Visit" list, a Union representative must obtain written permission. Violations of this policy shall be reported to the CAO's designee. Repeated violations may result in the cancellation of this Agreement.

ARTICLE 8

Civil Service Commission Rules

Hiring and promotion and discipline and discharge shall be in accordance with the Civil Service Commission Rules.

ARTICLE 9

Access to Personnel File

Upon request, employees shall have the right to inspect and obtain a copy of their personnel file during normal office hours within ten days of the request, provided however, that the City may reasonably limit the number of employees served during business hours based on operational needs. There shall be no cost of duplication for one copy for the employee.

ARTICLE 10

Grievance Procedure

All grievances shall be handled pursuant to Policy Memorandum 4(R), a copy of which is available on the City's web site for reference.

ARTICLE 11

Engagement and Continuous Dialogue with Employees

The City shall hold six (6) continuous dialogue meetings annually for employees and corresponding department heads to engage and discuss workplace issues. The meetings will be facilitated by the Deputy CAO or designee. The meetings may focus on particular workplace issues facing employees or may focus on a particular department or departments. Department heads have the right to meet with Union representatives to discuss identified issues before they are placed on the agenda for the next continuous dialogue meeting.

ARTICLE 12

Quality Public Service Committee

The City and the Union shall create a joint committee of City and Union representatives that meets quarterly to make non-binding recommendations to the City and/or the Civil Service Commission, where applicable. The committee shall be called the Quality Public Service Committee and shall be chaired by the CAO, or designee. The Quality Public Service Committee shall review and make recommendations on workplace issues, including but not limited to:

- A. Hiring and Promotions**
- B. Pay and Compensation**
- C. Health and Retirement Benefits**
- D. Career Ladders and Training**
- E. Safety, Health and Sanitation (including state/federal regulations, restroom facilities, safe equipment, hazardous materials, and clean-up at end of day).**

ARTICLE 13

Severability

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.

ARTICLE 14

Duration

This Agreement shall become effective upon signature and shall remain in effect until one year from the date of execution.

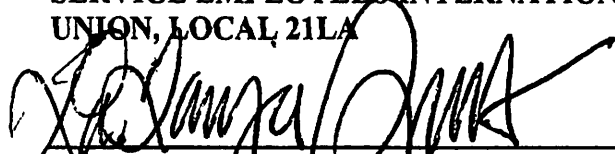
Agreements reached between the parties to the Agreement shall become effective only when signed by the authorized representatives of the Union and the authorized representatives of the City.

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.

[Signatures on following page]

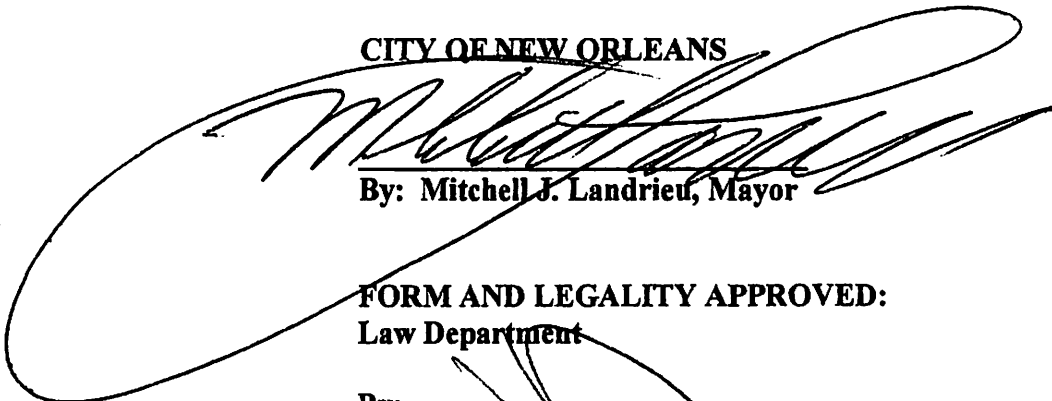
IN WITNESS WHEREOF, the City and SEIU, through their duly authorized representatives, execute this Agreement.

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 211A**



By: LaTanja Silvester, President

CITY OF NEW ORLEANS



By: Mitchell J. Landrieu, Mayor

**FORM AND LEGALITY APPROVED:
Law Department**

By: _____

Printed Name: Julie L. King