

#8 20146

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

THE CITY OF NEW ORLEANS

AND

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

AND

(general unit)

NEW ORLEANS PUBLIC WORKERS COUNCIL, AFL-CIO

1,550 workers

2/27/02 - - 3/1/05

17 pages

www.seiu100.org/downloads/Proposed_Contract_City-of-NO.pdf

7/19/02

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.

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 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

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

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

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.

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 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.....