### **FACT SHEET**

TITLE	DATE	ORIGINATING DEPARTMENT
A RESOLUTION	<b>NOVEMBER 12, 2013</b>	CAO
AUTHORIZING		
THE EXECUTION OF		
A COLLECTIVE		
BARGAINING AGREEM	ENT	
WITH LOUISIANA		
PUBLIC EMPLOYEES		
COUNCIL NO. 17 AMER	ICAN	
FEDERATION OF STATE	E, COUNTY	
AND MUNICIPAL EMPL	OYEES	
LOCAL # 13-25 AND TO		<u>SPONSOR</u>
OTHERWISE PROVIDE		
WITH RESPECT THERE	О	SAME

\_\_\_\_\_

### **PURPOSE**

To authorize the execution of a Collective Bargaining Agreement with Louisiana Public Employees Council No. 17 American Federation of State, County and Municipal Employees Local # 13-25 ("AFSCME Local # 13-25").

## **BACKGROUND INFORMATION**

Resolution No. 167 of 2010 authorized the Mayor, after a successful card check, to enter into discussions with AFSCME Local # 13-25 for the purpose of negotiating a written collective bargaining agreement, to be approved by the City Council, with employees in the departments of Operational Services, Community Development, Finance, SPAR, Engineering, Traffic Engineering, Shreveport Municipal Airport, and Property Standards. The Card Check was conducted on January 14, 2011 and yielded the following results:

-number of eligible employees in the bargaining unit	-	1011
-total number of cards presented	-	536
-fifty (50%) percent plus one of the bargaining unit	-	507
-total number of cards presented with valid signatures	-	508
-total number of cards not counted due to irregularities	-	28

As the result of the Card Check, negotiations with representatives of AFSCME Local # 13-25 began on December 20, 2012. This resolution would authorize the execution of a Collective Bargaining Agreement with AFSCME Local #13-25 covering employees in the bargaining unit, as the term is defined in the proposed Agreement.

## **TIMETABLE**

Introduction - November 12, 2013 Final Passage - November 26, 2013

## SPECIAL PROCEDURAL REQUIREMENTS

In accordance with LSA-R.S. 44:67.1, the Collective Bargaining Agreement shall not be accepted by the public employer until the Agreement has been made available to the public via the City's internet website for at least five (5) business days. The statute further provides that "the public employer shall issue a written public notice in the manner provided in R. S. 42:19(A)(2) informing the public of how such agreement may be assessed and the date, time, and place of the meeting at which the agreement will be considered by the public employer for acceptance or ratification".

**FINANCES** 

None

## **DISCUSSION**

None

## **ALTERNATIVES**

- 1. Adopt the resolution as submitted.
- 2. Amend the resolution.
- 3. Deny the resolution.

### **CONCLUSION**

Alternative Number 1 is recommended.

FACT SHEET PREPARED BY: Terri Anderson-Scott

City Attorney

## RESOLUTION NO. \_\_\_\_ OF 2013

A RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT WITH LOUISIANA PUBLIC EMPLOYEES COUNCIL NO. 17 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL # 13-25 AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

WHEREAS, Resolution No. 167 of 2010 authorized the Mayor, after a successful card check, to enter into discussions with AFSCME Local # 13-25 for the purpose of negotiating a written collective bargaining agreement, to be approved by the City Council, with employees in the departments of Operational Services, Community Development, Finance, SPAR, Engineering, Traffic Engineering, Shreveport Municipal Airport, and Property Standards; and

WHEREAS, the Card Check was conducted on January 14, 2011 and resulted in fifty (50%) percent plus one of the eligible classified employees in the departments of Operational Services, Community Development, Finance, SPAR, Engineering, Traffic Engineer, Shreveport Municipal Airport, and Property Standards casting votes in favor of AFSCME Local # 3-25 being recognized as their designated representative for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment; and

WHEREAS, as the result of the Card Check, negotiations with representatives of AFSCME Local # 13-25 began on December 20, 2012.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, Louisiana, in due, legal and regular session convened that the Mayor is hereby authorized to execute, for and on behalf of the City of Shreveport, a Collective Bargaining Agreement with the Louisiana Public Employees Council No. 17 American Federation of State, County and Municipal Employees AFL-CIO Local # 13-25, substantially in accord with the draft hereof filed for public inspection in the Office of the Clerk of Council on November 12, 2013.

BE IT FURTHER RESOLVED that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or applications and to this end the provisions of this resolution are hereby declared severable.

BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.

APPROVED AS TO LEGAL FO	ORM:
City Attorney's Office	

## **COLLECTIVE BARGAINING AGREEMENT**

## **BETWEEN THE**

## **CITY OF SHREVEPORT**

AND

LOUISIANA PUBLIC EMPLOYEES COUNCIL NO. 17

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO LOCAL #13-25

EFFECTIVE \_\_\_\_\_ - \_\_\_\_

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## **PREAMBLE**

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into on this
day of, 20, by and between the City of Shreveport, a
duly organized Louisiana municipal corporation hereinafter referred to as "Employer", and the
Louisiana Public Employees Council No. 17, American Federation of State, County and
Municipal Employees, AFL-CIO Local 13-25, hereinafter referred to as the "Union" for the
purpose of enhancing the material working conditions of the employees, promoting the general
efficiency of the service of the Employer, elimination of political consideration in hiring policies
and promoting the morale, well-being and security of the employees.

## ARTICLE I RECOGNITION

<u>Section 1.</u> The Employer recognizes the Union as the designated representative for the purpose of collective bargaining with respect to wages, hours and working conditions and other conditions of employment for full-time classified employees in the following departments of city government in the following classifications (the "Bargaining Unit"):

Department of Property Standards - Paralegal

Inspectors (All)
Office Specialist

Administrative Assistant Crew Member, Grounds

Driver/Operator Light Equipment

Office Associate

Department of Public Assembly And Recreation

Administrative Assistant

Crew Leader, Buildings Crew Leader, Grounds

Crew Member, Buildings

Crew Member, Grounds

Driver/Operator Heavy Equipment Driver/Operator Light Equipment

**Events Coordinator** 

Golf Course Mechanic

Golf Pro Shop Attendant

Horticulture Technician

Master Certified Mechanic

Maintenance Mechanic I

Maintenance Mechanic II

Maintenance Mechanic III

Office Associate

Office Specialist

Painter

Recreation Aide

Recreation Specialist

Restaurant Attendant

Stock Clerk

Finance Department

- Accountant Specialist I
Accountant Specialist II

Accountant Specialist III

Accountant II

Administrative Assistant Assistant Record Manager

Office Specialist Records Specialist Revenue Specialist III Safety Specialist II Senior Buyer Stock Clerk II

Department of Community
Development

Accountant III

Planner I

Program Monitor Account Specialist III

Counselor/Test Administrator

**Program Monitor** 

Administrative Assistant

Job Developer Office Associate MIS Tech II

Department of Engineering

Drafter I

Construction Inspector

Plans Examiner

**Engineer Technician III** 

Property Management Specialist

Safety Specialist III Pre-Treatment Inspector

Department of Public Works

Administrative Assistant

Automotive Service Attendant II

Carpenter

CNG/Hybrid-Certified Mechanic Construction Traffic Ctrl. II Construction Technician

Crew Leader Crew Member

Driver/Operator Heavy Equipment

Driver/Operator Light Equipment Driver/Operator St. Paint Strp.

Erect. Trf. Sign I

Erect. Trf. Sign II

Inspector A/C Heating

Inspector, Buildings

Inspector, Electrical

Inspector, Plumbing

Maintenance Mechanic I

Maintenance Mechanic II

Maintenance Mechanic III

Master Certified Mechanic

Mechanic Automotive

Office Associate

Office Specialist

Operator/Collector

Paint Trf. Sign II

Refuse Collector

Rpr. Trf. Signal I

Rpr. Trf. Signal II

Small Equipment Mechanic

Senior Certified Auto Mechanic

Senior Certified Auto Mechanic

Senior DO St. Paint MA

Stock Clerk

Stock Clerk II

Tech. Rpr. Traffic Signal

Traffic Engineer Tech

Department of Airports

Horticulturist

Paralegal

Safety Specialist II

Senior PC Telecommunication Tech

Accountant Specialist III

Office Associate

AP Security Systems Operator

Driver/Operator Heavy Equipment

Painter

Mechanic Automotive

Maintenance Mechanic I

Maintenance Mechanic II

Maintenance Mechanic III

Crew Member, Grounds
Driver/Operator Light Equipment
Crew Leader, Grounds

Department of Water & Sewerage -

Administrative Assistant Customer Service Representative Crew Leader, Buildings Crew Leader, Grounds Crew Leader, W & S Driver/Operator Heavy Equipment Electronics/Inst. Tech Laboratory Inst. Scientist Laboratory Scientist Maintenance Mechanic I Maintenance Mechanic II Maintenance Mechanic III Maintenance Specialist I Maintenance Specialist II Maintenance Specialist III Senior Operator, Wastewater **Treatment Plant** Senior Operator, Wastewater Treatment Plant Senior Laboratory Scientist Stock Clerk II

For purposes of this Agreement, any employee or position not specifically included in this Section shall be excluded from the Bargaining Unit.

- <u>Section 2</u>. Any employees covered by the provisions of this Agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Union or the Employer.
- <u>Section 3</u>. No official of the City of Shreveport nor any employee thereof shall in any way discourage membership in the Union.
- <u>Section 4</u>. Union and Employer agree that no employee shall be favored or subjected to adverse treatment by either party because of membership or non-membership in the Union.

## ARTICLE II DEFINITIONS

When used in this Agreement, the following words shall have the meaning respectively ascribed to them unless the context clearly indicates a contrary meaning:

Annual (Vacation) Leave – Leave with pay accrued by an employee for the purpose of personal and emergency use.

City – The City of Shreveport.

Classified Employee – An individual filling a position not included in the unclassified services as specified in Article 14 of the Charter of the City of Shreveport.

Compensatory Time – Paid time off the job that is earned and accrued by a non-exempt employee instead of immediate cash payment for working overtime hours. Compensatory Time shall be calculated at one and one-half  $(1\frac{1}{2})$  hours for each hour of overtime worked.

Continuous City Service – Uninterrupted years of service as an active employee of the City of Shreveport with the exception of interruptions caused by either of the following: a) authorized leave of absence; b) layoff of not more than one year; c) military service consisting of active duty in the armed forces of the United States for not more than six (6) years of voluntary service or an indefinite period of involuntary military service.

Demotion - Requires that the employee be assigned to a lower rate of pay in his/her new class specification.

Department Head – The appointed authority in the highest level of management within a department.

Dismissal – The employee's separation from employment by the City.

Employee – As used herein, the term shall refer only to persons employed and paid wages by the City who are listed in the classifications contained in Article I, Section 1 of this Agreement as well as such classes as may be added hereafter in accordance with the provisions of this Agreement.

Employer – The City of Shreveport.

Flex Time – A flexible work schedule is an alternative to the traditional 8 to 5, 40-hour

work week. It allows employees to vary their arrival and/or departure times. Employees must work a prescribed number of hours during a pay period and be present during a daily "core time." The employee's scheduled work hours are assigned by management. Flextime must be approved by the department head. Not all positions are suited for flextime.

Immediate Family – A mother, father, son, daughter, husband, wife sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, a legal guardian having legal custody of an individual or any blood relation living in legal common domicile with the employee. Immediate family will also cover employees under FMLA's locos parentis definition where applicable.

Lateral Transfer – When an employee changes department and/or divisions but remains in the original class specification, does not break years in service and does not receive an increase in pay.

Overtime – Any time worked in excess of 40 hours in a normal workweek as defined below. Time worked in a workweek or work period, for the purpose of determining overtime, does not include any time charged for vacation (annual) leave, sick leave, holiday, bereavement, civil leave, inclement weather, or compensatory time.

Overtime Pay – Pay for overtime hours worked by non-exempt employees in a particular workweek, calculated at  $1\frac{1}{2}$  times an employee's regular hourly rate of pay.

Pay – Salary, wages, fees, allowances and all other forms of valuable consideration, or the amount of any one or more of them earned by or paid to any employee by reason of service rendered in any position, but does not include any allowance for expenses authorized and incurred as incidental to employment. Pay may also include benefits such as medical and retirement.

Personnel Rules – City of Shreveport Personnel Rules and Regulations effective January 1, 2013 as the same may be amended from time to time throughout the Term of this Agreement.

Probationary Period – Working test period in a position, which consists of six (6) months as set forth in the Charter.

Promotion – Change of a permanent employee from a position in one class to a position in another class on a higher level for which a higher maximum rate of pay is provided.

Resignation - When an employee notifies the hiring authority, oral or written, that she/he has chosen to discontinue employment with the City, or abandons his or her job.

Seasonal Employee – Persons employed to work solely due to seasonal fluctuations in

demand for services and may be employed for up to forty (40) hours per workweek, but may not work more than one hundred twenty (120) days in any given year.

Sick Leave – Leave with pay granted to an employee who is suffering with an illness or disability which prevents him from performing his usual duties and responsibilities or who requires medical, psychiatric, dental or optical consultation or treatment or to personally attend to ill or injured immediate family members.

Union – Louisiana Public Employees Council No.17, American Federation of State, County and Municipal Employees, AFL-CIO, Local # 13-25.

Workweek – A period of one hundred sixty eight (168) hours during seven (7) consecutive twenty-four (24) hour days beginning at 12:01 a.m. Monday and ending at 11:59 p.m. Sunday.

## ARTICLE III UNION-MANAGEMENT RELATIONS

- <u>Section 1.</u> Collective bargaining with respect to wages, hours and working conditions and other conditions of employment, shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.
- <u>Section 2.</u> This Agreement shall become effective only when signed by the President of Local #13-25, Secretary-Treasurer of Local #13-25, and an authorized representative of the American Federation of State, County and Municipal Employees, AFL-CIO, and the authorized representative of the Employer, subject to final approval by the City Council.

## Section 3. Employer's Rights and Obligations

It is the duty of the City of Shreveport to negotiate in good faith concerning wages, hours, and conditions of employment with this Union. The City of Shreveport is entitled without negotiation or reference to any agreement resulting from negotiations:

- A. To direct its employees;
- B. To hire, promote, classify, transfer, assign, retain, suspend, demote, discharge, or take disciplinary action against any employee for cause;
- C. To relieve any employee from duty because of lack of work or any legitimate reason:
- D. To maintain efficiency of its governmental operation;
- E. To determine the methods, means, and personnel by which its operations are to be conducted;
- F. To take whatever action may be necessary to carry out its responsibility in situations of emergency; and
- G. To exercise all powers, duties, authority and responsibilities conferred upon and vested in it by the constitution and laws of the United States of America and the State of Louisiana.

### Section 4. Union's Rights and Obligations

- A. Union shall have the right to post notices regarding Union business or otherwise of reasonable size on bulletin boards or portions of bulletin boards located in areas of city facilities easily accessible by Union members. The foregoing provision notwithstanding, City reserves the right at all times to remove or request the removal of notices which contain illegal, false, discriminatory or patently offensive content.
- B. Accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, whether local Union representatives, District Council

representatives, or International representatives, shall be permitted access to the premises of the Employer to transact official Union business with employees during non-working hours of the employee. Union representatives shall not interfere with the employee or any other employee in the performance of the employee's assigned duties. Upon arriving at the work site, the representative shall make appropriate contact with the department head or a designee thereof before contacting the employee on city property.

Union acknowledges, understands and agrees that there shall be no visits, solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other Union activities on the Employer's time by non-employee representatives, the Union's stewards or any officers of the Union.

## ARTICLE IV CHECK-OFF OF DUES

- <u>Section 1.</u> The Employer agrees to deduct from the paycheck of each Employee an amount certified by the Treasurer of Local # 13-25 subject to the following conditions:
- A. Deductions shall be made by the Employer only upon submission by the Union of an authorization for payroll deduction of union dues/fees dated and executed by the Employee.
- B. Authorization cards for deductions received by the Employer after the first day of the month shall become effective on the first payroll period of the following month.
- C. The Employer shall deduct from an Employee's wages only the amount the Union has certified in writing is the amount of dues or fees owed by the Employee for the applicable pay period. If, for any payroll period in which the Employer is obligated to make deductions pursuant to this section, the wages owed an Employee after mandatory deductions are less than the authorized dues or fees to be deducted pursuant to this Article, the Employer shall make no deduction from wages owed the Employee for that payroll period.
- D. A deduction shall be canceled by the Employer upon a written request made by the Employee to the Union with a copy of such cancellation provided by the Employee to the appropriate departmental payroll office or upon termination of the member's employment with the City. Written notice of cancelation of a deduction shall be received by the Employer from the employee at least fourteen (14) business days in advance of the date upon which the deduction is scheduled to be made in order for any change to be effected.
- E. The total amount deducted each month together with a list of Employees whose wages such monies were deduced shall be paid to the AFSCME Joint Account of the American Federation of State, County and Municipal Employees, 429 Government Street, Baton Rouge, Louisiana 70802, not later than the thirtieth (30th) day of the following month.
- Section 2. The Union shall indemnify, defend and hold the Employer and its elected officials, agents and employees harmless from, for or against any and all claims, demands, grievances, suits, judgment, legal fees, or other forms of liability (including attorney's fees incurred by the Employer) that arise out of or by reason of actions taken or not taken by the Employer in reliance upon the check-off authorization forms furnished by the Union to the Employer for the purpose of complying with any of the provisions of this Article except those actions caused by the Employer's negligence.

## ARTICLE V UNION REPRESENTATION

- <u>Section 1.</u> The Employer shall recognize and acknowledge all accredited Union Stewards, the Union President and/or Vice-President and accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO.
- Section 2. A written list of the Union Stewards (to outline the area to be represented by each Steward) shall be furnished to the Employer immediately after their designation. Union shall promptly notify the Employer of any change in Union Stewards.
- Section 3. The number of Stewards and officials to be recognized by the Employer and the area to be represented by the Stewards shall be mutually agreed to by the Employer and the Union. A copy of such will be furnished to the respective parties.
- <u>Section 4</u>. In any disciplinary action against a classified employee, as the term is defined herein, and in any grievance procedure filed by or against a classified employee, the employee may be represented by legal counsel or by any other person designated by the employee in accordance with Section 66-1 of the City of Shreveport Code of Ordinances.

## ARTICLE VI GRIEVANCE

<u>Section 1</u>. It is the goal of the Employer and the Union to resolve employee problems at the lowest possible supervisory level and at the earliest possible opportunity after such problems are recognized. To this end, it is mutually understood and agreed by the parties to this Agreement that resolution of all employee grievances shall be handled in accordance with Section Twenty-Eight of the Personnel Rules.

## ARTICLE VII WORKFORCE CHANGE

Section 1. Whenever a job opening occurs in any existing job classification or as the result of the creation of a new job classification, at a minimum, a notice of such job opening shall be posted on the E mwebsite in accordance with procedures established by the Department of Human Resources and on designated bulletin boards within each facility for five (5) working days. During this period any employees, whether affiliated with the Union or otherwise, who wish to apply for the open position may do so. Job vacancies will be filled in accordance with policies and procedures contained in the Personnel Rules.

<u>Section 2</u>. All other conditions affecting changes in the City's workforce including but not limited to transfers, promotions, layoffs, recalls after layoff, demotions, temporary intradepartmental assignments, out of class detail or reclassification of a filled position or reductions in force shall be made in accordance with policies and procedures contained in the Personnel Rules.

## ARTICLE VIII HOLIDAYS

#### The following days shall be recognized and observed as paid holidays: Section 1.

New Years Day Dr. Martin Luther King Jr. Day President's Day Good Friday Memorial Day Independence Day Labor Day Thanksgiving Day

Christmas Day

Any other day declared a city holiday by the City of Shreveport

Employees who are not required to work on a day recognized by this Agreement as a holiday shall receive as a holiday allowance eight (8) hours pay at his regular rate of pay provided such employee has worked eight (8) hours on his last scheduled work day before and eight (8) hours on his first regularly scheduled work day immediately after the holiday or, such employee is on a paid leave of absence, vacation or sick leave properly granted. Employees scheduled to work on a holiday who fail to do so, unless excused, shall not be entitled to holiday pay.

Whenever any of the holidays listed in Section 1 above shall fall on Section 2. Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 3. When a non-exempt employee is required to work on a day recognized by this Agreement as a holiday, he shall receive either holiday pay at a rate of two and one-half (2) ½) times the hourly equivalent of his regular pay for each hour worked or, pay at the overtime rate of one and one-half  $(1 \frac{1}{2})$  his regular pay and one (1) hour of compensatory time off for each hour worked. The decision as to which option is used shall rest exclusively with the Employer.

## ARTICLE IX ANNUAL AND SICK LEAVE

- <u>Section 1.</u> All employees subject to the provisions of this Agreement shall earn annual and sick leave commencing upon the first day of service as hereinafter provided.
- <u>Section 2</u>. Probationary employees may not use any leave (annual or sick) until the completion of the initial six (6) month Probationary Period.
- <u>Section 3</u>. Employees shall earn annual and sick leave based upon the employees full -time equivalent years of continuous service in accordance with Section Twelve of the Personnel Rules.
- <u>Section 4</u>. There shall be no limitation on an employee's use of sick leave for his own personal medical needs.
- <u>Section 5</u>. Sick Leave Donation. Employees may receive a donation of no more than four hundred eighty (480) hours of sick during a calendar year. The provisions for sick leave donation shall be in accordance with Section 66-150 et seq. of the City of Shreveport Code of Ordinances.
- <u>Section 6</u>. Provisions regarding limitations on leave credit, earning, carrying forward, transfer, use and reporting of annual and sick leave shall be in accordance with Section Twelve of the Personnel Rules.

## ARTICLE X LEAVES OF ABSENCE

- <u>Section 1.</u> Except as otherwise provided herein, employees shall be eligible for leave of absence after completion of the initial six (6) month Probationary Period.
- <u>Section 2</u>. An Employee may be given time off by his department head or designee without loss of pay, annual, sick, or compensatory leave when, on a regular working day he is:
  - A. Performing required jury duty.
- B. Subpoenaed to appear as a witness before a court, grand jury, or other public body or commission.
  - C. Performing emergency civilian duty in relation to national defense.
- D. Prevented from performing his or her assigned duties because of a natural disaster, as determined by the Mayor or Chief Administrative Officer.
- E. Taking an employment examination for a position with the City of Shreveport or taking an examination before a State licensing board necessary for employment with the City of Shreveport.
- F. Prevented from performing duties essential to his work because of local conditions or celebrations, as determined by the Mayor or Chief Administrative Officer.
- G. Funeral leave shall be limited to no more than five (5) working days per calendar year for death in the immediate family, as the term is defined in Article II of this Agreement. Probationary employees may use funeral leave during their initial six (6) month probationary period if needed and with roper documentation as proof of relation.
  - H. Other authorized leave.

### Section 3. Military Leave

Employees who are members of a reserve component of the Armed Forces of the United States or the National Guard, shall be granted leave of absence from their positions without loss of pay, time, annual, sick or compensatory leave. Employees will be granted such leave when ordered to active duty for field training or training authorized in lieu thereof, and when the individual is given constructive credit for such training, for periods not to exceed fifteen (15) working days in any calendar year. The appointing authority may grant an employee annual leave or leave without pay, or both, in accordance with other provisions of the Personnel Rules for such periods which exceed fifteen (15) working days in any calendar year.

## <u>Section 4.</u> <u>Optional Leave With Pay – Worker's Compensation Payments</u>

When an employee is absent from work due to disabilities from which he is entitled to worker's compensation, he may use sick leave not to exceed the amount necessary to receive total payments for leave and worker's compensation equal to his regular salary.

## Section 5. Leave Without Pay

A permanent employee may be granted leave without pay for a period not to exceed one (1) year (unless longer leave is mandated by law) by his department head with approval of the Mayor or Chief Administrative Officer for sickness, disability, educational development, or other good and sufficient reasons which are considered to be in the best interest of the City of Shreveport.

### Section 6. Maintenance of Attendance and Leave Records

The Employer or his designee shall maintain Attendance and Leave Records. These records shall be used to record attendance and leave including compensatory leave. These records will represent the documentation against which all leave taken and the accumulation thereof will be checked.

## ARTICLE XI VACATIONS

<u>Section 1.</u> All employees shall be granted paid vacation time, with the right to draw normal straight time pay for the appropriate number of work days, according to or based upon each employee's length of continuously paid service completed, as per the following schedule:

1st anniversary of employment	10 days
2 <sup>nd</sup> anniversary of employment	10 days
3rd anniversary of employment	10 days
4th anniversary of employment	10 days
5th anniversary of employment	12 days
6 <sup>th</sup> anniversary of employment	12 days
7 <sup>th</sup> anniversary of employment	12 days
8 <sup>th</sup> anniversary of employment	12 days
9th anniversary of employment	12 days
10 <sup>th</sup> anniversary of employment	15 days
11 <sup>th</sup> anniversary of employment	15 days
12 <sup>th</sup> anniversary of employment	15 days
13 <sup>th</sup> anniversary of employment	15 days
14 <sup>th</sup> anniversary of employment	15 days
15 <sup>th</sup> anniversary of employment	18 days
16 <sup>th</sup> anniversary of employment	18 days
17 <sup>th</sup> anniversary of employment	18 days
18 <sup>th</sup> anniversary of employment	18 days
19th anniversary of employment	18 days
20 or more years of service	21 days

<u>Section 2.</u> Holidays occurring during an employee's scheduled vacation shall not be charged to his/her vacation time in any case.

## ARTICLE XII CALL-OUT PAY; STANDBY-PAY; REPORTING TIME

### Section 1. Call-Out Pay.

Any non-exempt employee called to the job or a job site outside of his regularly scheduled shift for specially authorized and assigned tasks shall be paid at the overtime rate of one and one-half (1 ½) his regular rate of pay for either a minimum of two (2) hours or the actual time worked by the Employee, whichever is greater.

## Section 2. Standby Pay.

When a non-exempt employee is directed and required by competent authority to be on officially designated standby for duty, and, must significantly restrict his off-duty activity accordingly, he shall be compensated at the overtime rate of one and one-half (1 ½) his regular rate of pay for each hour of standby that exceeds forty (40) hours of work in the workweek. A determination of whether an employee's off-duty activity is significantly restricted for purposes of payment of standby compensation shall be determined in accordance with Section Nine of the Personnel Rules.

## Section 3. Reporting Time.

Any non-exempt employee who is scheduled to report for work and who presents himself for work as scheduled however work on the job is not available due to inclement weather, Acts of God or other cause as determined by the Employer, shall be excused from duty and paid at his regular rate of pay for two (2) hours of work.

## ARTICLE XIII UNIFORMS

- <u>Section 1</u>. Employer shall provide employees who have completed the probationary period with appropriate uniforms for the performance of their duties, if applicable. The style and type of uniforms shall be determined by the Employer. Uniforms shall be returned to the Employer upon termination of employment.
- <u>Section 2</u>. All Employees, whether uniformed or not, shall adhere to the Dress Code contained in Section Twenty-Nine of the Personnel Rules.

## ARTICLE XIV SAFETY AND HEALTH

<u>Section 1</u>. Both parties to the Agreement hold themselves responsible and agree to assist in the enforcement of appropriate safety rules and regulations, both statutory and as set forth and established by the Employer.

<u>Section 2</u>. The Employer shall make all reasonable provisions for the safety and health of its employees during hours of employment. It is understood that the individual employee has a personal responsibility with regard to preventing accidents to himself, his fellow employees and to the public during the hours of his employment.

## ARTICLE XV NO STRIKE; NO LOCKOUT

<u>Section 1</u>. During the period of this Agreement, the Union agrees that there shall be no unauthorized strikes, slowdown, walkout, refusal to report for work, or other interruptions or stoppage of work by the Union or any of its members, or any other activity of employees or the Union designed to curtail or interfere with City or any department, board, or agency thereof.

Section 2. During the period of this Agreement, the Employer agrees that there shall be no lockout of any employees covered hereby.

## ARTICLE XVI GENERAL PROVISIONS

- <u>Section 1</u>. <u>Pledge against Discrimination and Coercion</u>. The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to race, religion, color, sex, age, national origin, challenged/handicapping conditions, sexual orientation, veteran status, marital status, political affiliation, or any other basis prohibited by law. The Union shall share equally with the Employer the responsibility for applying the provisions of the Agreement through orientation.
- <u>Section 2</u>. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- <u>Section 3</u>. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, intimidation or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, of any other cause.
- <u>Section 4</u>. The Union assures that under its Non-Discrimination policy that no person represented under the provisions of the Agreement shall, on the grounds of race, religion, color, sex, age, national origin, disability, veteran status, marital status, political affiliations, or any other basis protected by law, be excluded from participation in, be denied the benefits or be subjected to discrimination under any of its programs or activities.
- <u>Section 5</u>. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, coercion or intimidation.

## ARTICLE XVII WORK RULES

- Section 1. All revisions to existing and future work rules shall be subject to discussion by the Employer and the Union before becoming effective.
- <u>Section 2</u>. When existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of ten (10) calendar days before becoming effective.
- <u>Section 3</u>. Employees shall comply with all work rules, as well as all procedures, rules and regulations in the Personnel Rules. Any complaint involving discrimination in the application of any rule shall be resolved through the complaint procedure outlined in the Personnel Rules.

## ARTICLE XVIII TERMINATION OF AGREEMENT

- <u>Section 1</u>. <u>Initial Term.</u> This Agreement shall become effective upon execution by all parties and shall remain in full force and effect until 12:00 p.m. on December 31, 2015.
- Section 2. Renewal Term. This Agreement shall automatically renew for an additional term of two (2) years beginning at 12:01 a.m. on January 1, 2015("Renewal Term") provided neither party has notified the other in writing of its intention to terminate the Agreement at the end of the Initial Term. The party desiring to terminate this Agreement at the end of the Initial Term shall serve written notice of its intention to the other party no less than one hundred eighty (180) days prior to the expiration of the Initial Term.

# ARTICLE XIX CONFLICT WITH PERSONNEL RULES

In the event of conflict between any provision of this Agreement and any provision of the Personnel Rules, the provisions of the Personnel Rules shall govern to the extent of the conflict.

## ARTICLE XX SAVING CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the Courts decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

negotiate a substitute for the invalidated A	Article, Section or portion thereof.	
IN WITNESS WHEREOF, the pa	arties hereto have set their hands this	day
FOR THE UNION:	FOR THE EMPLOYER:	
President, AFSCME Local #13-25	Cedric B. Glover, Mayor	
LOUISIANA PUBLIC EMPLOYEES C	OUNCIL NO. 17	
PRESIDENT OR DESIGNEE		