

MOTION
NO. M-25-443

CITY HALL: August 21, 2025

BY: COUNCILMEMBER MORRELL (BY REQUEST)

SECONDED BY:

WHEREAS, Section 114-412 of the Code of the City of New Orleans requires that a collective bargaining agreement between the City of New Orleans and an exclusive bargaining agent, once signed by the mayor; and

WHEREAS, Section 114-413 of the Code of the City of New Orleans requires that for the council to approve a collective bargaining agreement pursuant to Section 114-412 of the Code of the City of New Orleans, the collective bargaining agreement must be signed by the council president and authorized by a motion of the council in the manner provided in City Code section 70-10; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, the City of New Orleans, and the American Federation of State, County and Municipal Employees Union, Council 17 have agreed to a collective bargaining agreement providing for terms and conditions of employment for employees in the general employees bargaining unit, for a period of 3 years; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the contract between the City of New Orleans and the American Federation of State, County and Municipal Employees Union, Council 17; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign the contract between the City of New Orleans and the American Federation of State, County and Municipal Employees Union, Council 17, as attached hereto as Exhibit A; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

Introduction

THIS AGREEMENT is entered into as of this 23rd day of June, 2025, between the City of New Orleans, Louisiana, hereinafter referred to as the "City," and the American Federation of State, County and Municipal Employees Union, Council 17, 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 set forth agreements between the parties concerning certain terms and conditions of employment, and provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise regarding said agreements. 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 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.

This Agreement is entered into with full understanding and recognition of the following:

- A. Council 17, AFSCME, AFL-CIO, is the exclusive bargaining agent for employees in the general government bargaining unit, as described in the New Orleans City Code, Article V, Section 114-400, *et seq.* and Resolution No. R-24-621 of the New Orleans City Council.
- B. Pursuant to New Orleans City Code, Article V, Section 114-405, the City may only engage in collective bargaining and enter into a collective bargaining agreement with the Union regarding employees covered by this Agreement.
- C. Pursuant to New Orleans City Code, Article V, Section 114-400, *et seq.* the City and the Union are obligated to bargain in good faith for employee matters on behalf of employees in the general government bargaining unit.
- D. Pursuant to New Orleans City Code, Article V, Section 114-12, this Agreement is effective only when it has been executed by the Mayor of the City of New Orleans and an authorized representative of the Union, as well as ratified by the New Orleans City Council.

ARTICLE 1

Duration

This Agreement shall be effective, except where otherwise specified, as of the date the Agreement is approved by the New Orleans City Council, as provided in New Orleans City Code, Article V, Section 114-413, and continue in effect for three years from the date the Agreement becomes effective.

ARTICLE 2

Scope of Agreement and Definitions

- A. The Union and the City agree that the terms of this Agreement apply only to City employees in the general government bargaining unit identified in New Orleans City Code, 1995, Article V, Section 114-403(c), excluding employees in New Orleans Emergency Medical Services.

- B. Where the term "Department" is used in this Agreement, it means the any of the offices, departments, boards, and commissions identified in Article IV, Section 4-102 of the Home Rule Charter of the City of New Orleans, as well as the New Orleans Public Library, the City Planning Commission, the Vieux Carré Commission, the Human Rights Commission, the Office of the Inspector General, the Office of the Independent Police Monitor, the Ethics Review Board, the New Orleans City Council, the Office of the Clerk of City Council, and the Municipal and Traffic Court of New Orleans, but excluding any such office, department, board, or commission which has no employees in the general government bargaining unit.

ARTICLE 3

Non-Discrimination

The Union and the City acknowledge that there shall be no discrimination against any employee on any basis prohibited by applicable federal, state, or local law, including without limitation on the basis of race, creed, color, national origin, sex, change of sex, gender identity, age, disability, marital status, sexual orientation or citizenship status, in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff and termination, and all other terms and conditions of employment.

The foregoing paragraph does not create new rights or obligations. Allegations of employment discrimination in violation of federal, state, or local law shall not be the subject of a CBA Grievance, as provided for in Article 7 of this Agreement.

The City and the Union agree that there will be no unlawful discrimination by the City or the Union against any employee because of the employee's membership in the Union or because of any employee's lawful activity and/or support of the Union.

Where masculine, feminine or gender-neutral pronouns may be used in this agreement, such pronouns may refer to individuals of any gender. The pronouns 'they,' 'them,' and 'their' may refer to a singular individual or to multiple individuals as the context implies.

ARTICLE 4

Union Rights and Obligations

The Union and the City agree that the Union has the following rights and obligations, in addition to any other rights and obligations provided by law:

A. Fair and Good Faith Representation

The Union has the duty to represent City employees in the general government bargaining unit fairly and in good faith.

B. Workplace Meetings

The Union shall have reasonable opportunity to use the location where general government bargaining unit employees perform their work for the purpose of holding meetings with general government bargaining unit employees at those work locations, provided that (1) suitable meeting space at the location exists, (2) use by the Union will not impede or interfere with regular City operations, and (3) the Union provides advance notice to the appropriate City designee. The amount of advance notice required for the Union to use a particular location will be determined by the City and provided to the Union in writing, but in no case shall the city require more than two (2) calendar weeks notice.

C. Identification of Union Representatives

The City recognizes and shall deal with 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.

Within sixty (60) days from the effective date of this Agreement, the Union must identify all individuals who are authorized to represent the Union in its dealings with the City. This identification must be provided to the City's designee in writing, must list the full name of each authorized Union representative, and describe the extent of each representative's authority to speak and act on behalf of the Union. The Union is responsible for using the foregoing procedure to notify the City of changes regarding the Union's authorized representatives. The City and the Union agree that the City has no obligation to treat an individual as a representative of the Union unless that individual has been identified as an authorized Union representative in the manner described in this paragraph.

D. Workplace Access

Authorized representatives of the Union shall be granted reasonable permission to visit City premises during working hours to talk with stewards of the union, discuss grievances or other union business with stewards of the Union, or meet with a City official concerning matters

covered by this Agreement. The City may deny access to certain locations or at certain times if the presence of the Union representative may reasonably interfere with regular City operations or if the Union representative would have access to confidential or other non-public information.

E. Bulletin Board

The City will provide space for the Union to furnish and maintain a bulletin board, or to utilize a portion of an existing bulletin board, for each department containing employees in the general bargaining unit, for posting Union business and information for eligible employees.

F. Distribution of Union Information

The Union shall be permitted to place and distribute materials at mutually agreed-upon locations frequented by employees, before and after work, and during breaks and meals periods.

G. Stewards

For purposes of this Agreement, a "Steward" is an employee whom the Union has authorized to act on behalf of the Union with respect to the general bargaining unit employees in a specified department or one or more divisions within a department. A Steward's duties on behalf of the Union may include the following:

- Posting Union notices;
- Distributing Union literature;
- Soliciting Union membership during non-working time of the employee whose membership is being solicited;
- Transmitting communications authorized by the Union to the City's representatives;
- Consulting with the City, its representative, Local Union Officers or other Union representatives, concerning the enforcement of any provisions of this Agreement;
- Investigating and processing CBA Grievances; and
- Representing employees during meetings with supervisors or the appointing authority, pre-termination hearings, and CBA Grievance hearings.

The number of Stewards to be recognized by the City and the area to be represented by the Stewards shall be mutually agreed to by the Employer and the Union. The Mayor of the City may designate a representative to approve the agreement between the City and the Union regarding the number of Stewards and their areas of representation.

The Union shall provide the City with a written list of employees the Union has designated as Stewards, along with a description of the departments or divisions to be represented by each Steward, shall be furnished to the Employer immediately after their designation. The Union shall promptly notify the Employer of any change in Union Stewards.

Union Stewards shall be allowed a reasonable amount of time during working hours to investigate and settle grievances within their respective areas of representation. Before investigating any grievance, the Steward shall request approval from their immediate supervisor by notifying the supervisor of their intended destination and time they expect to cease their regular duties. The Steward shall also notify the supervisor of the time they return to their regular duties. The Steward's supervisor may deny such a request to the extent that the Steward's absence or the requested investigation will substantially interfere with normal operations of any City department or division. When a Steward's request to investigate a grievance is denied, the Steward and the supervisor should work together in good faith to find an alternative time, place, or manner that the investigation can be conducted without interfering with City operations.

H. Union Business

The City and the Union agree that the following activities by employees, who are official representatives of the Union, should be compensated by the City as working time if the activities occur during the employee's regular working time and do not interfere with the performance of the employee's regular duties for the City:

- participating in collective bargaining between the City and the Union;
- participating in meetings of a committee established pursuant to this Agreement;
- consulting with the City, or its representatives, about the enforcement of any provisions of this Agreement;
- posting Union notices;
- distributing Union literature;
- soliciting Union membership during non-working time of the employee whose membership is being solicited;
- transmitting authorized Union communications to the City's representatives;
- assisting other employees with filing CBA Grievances or participating in the CBA Grievance process as a Union representative;
- attending Civil Service employee appeal hearings of bargaining unit members subject to Civil Service Rule II, § 4.9;
- investigating potential grievances; and
- representing employees during meetings with supervisors or the appointing authority, pre-termination hearings, and CBA Grievance hearings.

The City and the Union acknowledge that for employee time spent on Union business to be paid as time worked for the City, such compensation must be authorized under the Rules of the New Orleans Civil Service Commission ("Civil Service Rules") at the time the Union business is conducted. If such compensation has not been authorized for the Union business, the employee may use any form of leave allowed under the Civil Service Rules.

I. CBA Grievance Activities During Work Time

An employee who is the grievant in a CBA Grievance shall be allowed to attend meetings and hearings that make up the formal CBA Grievance procedure during work hours without using leave. If the formal CBA Grievance procedure allows for parties to call witnesses, any employee called as a witness in a CBA Grievance proceeding shall be allowed to testify in said proceeding during working hours without using leave.

J. Union Officers

The Union may use the procedure described in section C of this Article to identify up to seven (7) employees who have been elected to a Union office or board position. Such elected Union officers shall be allowed up to five working days per year to attend Union conferences or conventions; this time shall be considered as working pursuant to Civil Service Rule VIII, Section 4.2. Request to attend any conference or convention pursuant to this section must be submitted in writing to the appointing authority or their designee at least twenty-one (21) days in advance. The City may deny the request if the requesting employee's absence from work would significantly impair the operations of the employee's department or division.

K. Employee Participation in Collective Bargaining

Should the Union designate employees other than Stewards or elected Union officers to participate in collective bargaining with the City, it shall notify the City of said employees' role using the procedure set forth in section C of this Article. Employees designated to participate in collective bargaining meetings are responsible for notifying their supervisor in writing fourteen (14) calendar days in advance of the meeting, or as soon as practicable if the meeting is scheduled less than fourteen (14) calendar days in advance. The City and the Union should make reasonable efforts to schedule collective bargaining meetings for times and dates when participating employees' absence will not adversely affect City operations.

L. Union Materials included in Documents Provided to New Employees.

The City further agrees that the Union may provide the City with a pamphlet or other document containing information about the Union and soliciting Union membership for inclusion in materials about voluntary services and opportunities that are provided to new City employees in the bargaining unit. The City may refuse to accept and distribute any material provided by the Union pursuant to this paragraph if it contains false or misleading statements regarding the City, any City official, City operations, the CBA, or the Union.

ARTICLE 5

Management Rights

The City and the Union agree that this Agreement does not restrict, limit, or otherwise impair the City's power and authority to determine its programs and policies, manage its business, and direct the work of City employees. Provided that these management rights shall not be exercised in violation of any provisions of this Agreement.

ARTICLE 6

Authorization of Payroll Deductions

- A. For employees in the general government bargaining unit, the City agrees to honor all authorizations for payroll deduction of payments to the union and to remit such payments promptly to the Union pursuant to such authorization. An employee's authorization for payroll deduction of payments to the union shall be implemented in the pay period following the pay period in which the authorization is submitted to the City. Revocation of such authorization shall be in accordance with the procedures described on the authorization.

- B. In the event it is no longer legally permissible for the City to comply with the obligation to provide employees with the right to have their authorized payments to the union withheld from their paychecks, or if such right is impaired upon the expiration of this Agreement, the City shall provide the union with access to all bargaining unit employees on duty time to provide employees with the opportunity to arrange payments to the union using alternatives to payroll deduction. The union and the City shall schedule such time by mutual agreement and the duty time of the bargaining unit employee shall generally be limited to thirty (30) minutes.

ARTICLE 7

CBA Grievance Procedure

A. "CBA Grievance" and "Grievant" Defined

A "CBA Grievance" shall be defined as a claim of breach, misinterpretation, or misapplication of any provision of this Agreement. The CBA grievance procedure does not alter, replace, or otherwise affect the grievance procedure set forth in CAO Policy Memorandum No. 4 (R). A "grievant" is an employee who is subject to this Agreement and files a CBA Grievance.

B. Processing CBA Grievances

The procedure established by this Article shall be the exclusive remedy for any CBA Grievance. Any CBA Grievance not presented and processed in the manner and within the limits (unless such time limits are extended by mutual agreement of the City and the Union in writing) established herein shall be waived, and therefore such CBA 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 working days, excluding weekends and holidays.

CBA Grievances shall be presented and processed as follows:

Step 1.

As soon as possible, but in no event later than ten (10) working days from the date of the incident, a grievant or an authorized Union representative shall submit a CBA Grievance form as provided in this agreement to their immediate supervisor indicating the nature of the CBA Grievance. The CBA Grievance shall also specify the clause of the Agreement at issue and the settlement desired; a CBA Grievance that fails to specify the clause of the Agreement at issue and the desired settlement shall be null and void and shall not require any response from the City. The supervisor shall immediately provide the grievant or steward with a signed dated receipt that they have received the written CBA Grievance. If the CBA Grievance requests a settlement that the immediate supervisor lacks authority to implement, then the immediate supervisory may notify the grievant or steward in writing that the grievance should immediately proceed to Step 2; this notice should be provided within five (5) working days. A meeting shall be held with the aggrieved employee and their steward or union representative with the immediate supervisor or their designee on a mutually agreed upon date, but no later than ten (10) working days from the date of the signed receipt of the CBA Grievance. After the meeting, the immediate supervisor shall issue a written decision on the form within ten (10) working days of the meeting. If the CBA Grievance involves or is directly against the employee's immediate supervisor, then the process in step 1 shall not be handled by the employee's immediate supervisor, but rather by the next level manager above the employee's immediate supervisor.

Step 2.

If the CBA Grievance is not settled or withdrawn from Step 1, the employee, steward, or the Union representative shall, within ten (10) working days following receipt of the written response from Step 1, present the CBA Grievance in writing, signed by the aggrieved employee or a representative of the Union, to the department director or their designee. A meeting shall be held with the department director or their designee to discuss the CBA Grievance within ten (10) working days of their receipt of the CBA Grievance. The department director or their designee shall issue a written response to the CBA Grievance within ten (10) working days of the meeting.

Step 3.

If the CBA Grievance is not settled or withdrawn the employee or union representative shall, within ten (10) working days of the decision in Step 2, present the CBA Grievance in writing to the Chief Administrative Officer (CAO), or their designee, and request a meeting for the

purpose of attempting to settle the matter. The CAO, or their designee, must acknowledge receipt of the CBA Grievance and promptly schedule a meeting with the grievant or union representative. The meeting shall be held within ten (10) working days from when the CAO, or their designee, received the CBA Grievance, unless at an otherwise mutually agreed upon date in writing. After the meeting, the CAO or their designee shall provide a written response to the CBA Grievance within fifteen (15) working days following the CBA Grievance meeting.

Not later than one day before the response is due, the CAO or their designee may extend the response up to twenty (20) days and provide a reason for the extension. If additional time is required past the extension, the CAO, or their designee, will meet and confer with the Grievant and Authorized Union Representative to determine a timeline for a response. If the parties fail to agree on a timeline for a response, the CAO, or their designee, will select a response deadline that is reasonable under the circumstances. No additional extensions will be authorized after the deadline agreed to by the parties.

Step 4.

If the CBA Grievance is not settled or withdrawn, the Union shall, within ten (10) working days following the decision in Step 3, give written notice to the CAO, or their designee, of their desire to submit such CBA Grievance to arbitration.

Only the Union may submit a CBA Grievance to arbitration.

C. Management Failure to Comply with Time Limits

If the time limits for responding to a CBA grievance in Step 1 are not met, the grievance shall proceed immediately to Step 2. If the City fails to comply with time limits set forth in Step 2 or Step 3 under this Article, the Union or grievant may send notice of failure to respond along with a copy of the CBA Grievance to the designated authority by certified mail or by electronic mail to the address designated by the City; if a response is not received within five (5) working days of receipt, the CBA Grievance shall be resolved in favor of the Union grievant. In the event that a CBA Grievance is resolved in favor of the grievant because the City failed to comply with time limits under this Article, the City shall only be required to implement the grievant's requested settlement to the extent that it remedies, or fairly compensates the grievant for, the alleged breach of this Agreement.

D. Arbitration Procedure

If the Union has timely notified the City of their intent to submit a CBA Grievance to arbitration, the Union shall request the Federal Mediation and Conciliation Service to submit a list of five arbitrators. Such request must be made no later than 30 working days following the date of Union's notice of desire to arbitrate, and a copy of such request shall be furnished to the CAO, or their designee.

Within ten days of receipt of the list of arbitrators, the CAO, or their designee, 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 CBA Grievance in question. If necessary, the first strike shall be determined by a coin flip.

The arbitrator shall proceed as soon as practicable to hold a hearing. Unless the parties agree otherwise, only one CBA Grievance shall be heard at a time unless the City and the Union agree that CBA Grievances are similar enough to warrant consolidation. CBA 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 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 CBA Grievance, and if they determine that the Agreement was breached, they 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 their authority as described herein, shall be final and binding upon the City, Union, and employees concerned.

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

F. CBA Grievance Mediation- Waiving Arbitration Deadlines

Upon written mutual agreement of the Union and the City, the parties can waive timelines for arbitration while utilizing the services of FMCS Federal Mediators to resolve a CBA Grievance.

G. Group Grievances

A single CBA Grievance may be filed by more than one grievant in cases where the grievants' claim concerns the same or a substantially similar misinterpretation, misapplication, or breach of this Agreement. In such cases, for purposes of Step 1, if all grievants do not have the same immediate supervisor, the grievance must be submitted to and handled by the next level manager above all of the grievants. If the group grievants do not share a manager below the department director, the CBA Grievance procedure will begin at Step 2. If the CBA grievance includes grievants from more than one department, the CBA Grievance procedure will begin at Step 3.

ARTICLE 8

A. Integrity of the Bargaining Unit

The City recognizes the integrity of the bargaining unit and will continue to assign bargaining unit work to bargaining unit employees. The City may hire temporary or emergency employees to supplement bargaining unit employees' work on a temporary basis.

ARTICLE 9

Hours of Work, Schedules, and Overtime

A. Work Schedules

To the extent practicable, the City will notify employees of the days and hours that they are expected to work on a regular basis. The City will notify an employee of changes to their regular work schedule at least one week in advance, except when an unforeseen or emergent circumstance requires a temporary change in the employee's work schedule.

B. Voluntary Overtime

1. Departments and supervisors will provide bargaining unit employees with opportunities to work voluntary overtime in a fair and equitable manner. In the absence of other operational or equitable consideration, preference for voluntary overtime opportunities should be based on seniority. Departments may, by policy or other writing, provide that employees are ineligible for voluntary overtime if they are on a Performance Improvement Plan or received an overall designation of "Does Not Meet Expectations" on their most recent performance evaluation.
2. Any Departmental policy or writing concerning voluntary overtime opportunities will be provided to the union.
3. Each Department will make available and display in a location accessible to bargaining unit members either a voluntary overtime list, detailing the employee's turn in the voluntary overtime rotation, or a written explanation of the Department's method of determining preference for voluntary overtime, which is sufficient for employees to know who is eligible for a given overtime opportunity.

C. Mandatory Overtime

1. Employees may be required to work without the right of refusal in the event a sufficient number of volunteers cannot be obtained. The City will create and maintain contemporaneous records identifying which employees were required to work mandatory overtime and the date and hours they were required to work. Where practicable, the City

must give employees written notice of mandatory overtime assignments at least twenty-four hours in advance. However, all requests for mandatory overtime will be put in writing to the employee in advance of the overtime shift.

2. Departments and Supervisors will assign mandatory overtime to bargaining unit employees in a fair and equitable manner. In the absence of other operational or equitable considerations, the order in which eligible employees are assigned mandatory overtime should be determined by reverse seniority.
3. Any departmental policy or other written procedure regarding mandatory overtime will be provided to the union once established.
4. Each department will make available and display in a location accessible to bargaining unit members either a mandatory overtime list, detailing the employees' turn in the mandatory overtime rotation, or a written explanation of the Department's method for determining how mandatory overtime is assigned, which is sufficient for employees to know who will be assigned to a given overtime shift.

ARTICLE 10

Health and Safety

- A. Both parties to this Agreement hold themselves responsible for mutual co-operation on enforcement of safety rules and regulations.
- B. The City will take measures to ensure that working conditions, such as excessive heat, do not pose an unreasonable risk to the health and safety of employees.
- C. Each department containing employees subject to this Agreement will designate supervisors or other individuals to whom employees may report health and safety concerns about working conditions. If an employee raises a health or safety concern in this manner, the City will immediately investigate the concern and determine what response, if any, is needed. If the matter is not adjusted satisfactorily, the grievance may be processed according to Article 7 of this Agreement. If an employee who raises a health or safety concern as provided in this paragraph believes that they cannot perform their regular duties safely until the concern has been addressed, the City will, where possible, either temporarily assign the employee to alternate duties or adjust the employee's work schedule to allow the employee to make up time not worked as a result of the health and safety concern. Nothing in this Agreement precludes the City from taking disciplinary action against an employee who reports a health or safety concern in bad faith.
- D. If an employee works in a department for which there is a department handbook or manual, the employee should be provided with a copy of, or access to, said handbook or manual. If a

department containing bargaining unit employees updates its handbook or manual, the department will notify its employees and provide them with either a copy of, or access to, the newly updated handbook or manual within thirty (30) calendar days of the update. Where an employee has not been provided with a handbook or manual, or any updates thereto, that employee may not be held responsible for failing to comply with any rules, procedures, or requirements in the material that has not been provided to him.

- E. If a Department requires an employee to sign a document confirming or acknowledging receipt of a Department handbook or manual, the employee, even if probationary, may not be required to provide a signature until the employee has actually received the handbook or manual.
- F. Where an appointing authority has determined that some or all of an employee's duties to be performed by an employee require training that is not a prerequisite for the position, the City will ensure that the employee receives the necessary training.

ARTICLE 11

Representation During Investigations and Disciplinary Meetings

A. Pre-termination Hearings

1. Employees are entitled to have an attorney or union representative present at their pre-termination hearing. Absent exceptional circumstances, the City will notify the employee of a pre-termination hearing no less than one calendar week prior to the date of the hearing. Exceptional circumstances justifying less than one week advance notice of a pre-termination hearing include, but are not limited to, egregious misconduct that warrants an emergency suspension pending the pre-termination hearing. If the City notifies the employee of a pre-termination hearing less than one week before the date of the hearing, the City will make a good faith effort to accommodate requests to reschedule the hearing to allow a union representative or attorney to attend.
2. At a pre-termination hearing, the employee's attorney or union representative may provide advice to the employee. At a time specified by the City representative who is conducting the hearing, the attorney or union representative may make a statement on behalf of the employee and may ask informational questions about the proceedings or similar matters.
3. The City, the employee, the employee's attorney and the union representative agree to conduct themselves in respectful and responsible manner throughout the hearing. If the employee's attorney or union representative is disruptive or obstructs the hearing, the following "three strike" method will be used in an effort to resolve disputes within the hearing:

- i. An admonition by the City to the employee representative to serve as a warning that the employee representative's behavior is disruptive or obstructing the hearing. The City will provide an oral explanation of how the behavior is disruptive or obstructive.
- ii. If, after admonition by the City, the employee representative continues to be disruptive or obstructive, a fifteen (15) minute recess will be called to ease tensions. A longer or shorter recess can be called by mutual agreement by the parties.
- iii. If, after both an admonition and the recess prove unsuccessful in correcting the behavior, the employee representative may be asked to leave so that the hearing may continue.

B. Disciplinary meetings

1. When the appointing authority or their representatives meet with an employee about a disciplinary action other than termination from employment, the employee may have a union representative present for the disciplinary meeting. The City will give the employee notice at least 48 hours ahead of the meeting to allow a steward or other on-site union representative to attend the meeting; however, the City may give an employee less notice in exigent circumstances.
2. At a disciplinary meeting under this section, union representatives will be given an opportunity to ask questions and otherwise discuss the disciplinary action with the appointing authority or the representative of the appointing authority present at the meeting.
3. If a union representative was unable to attend a disciplinary meeting under this section, within ten (10) calendar days after the issuance of discipline, the Union may request a meeting with the appointing authority, or their representative, to discuss the disciplinary action. The appointing authority will attempt to schedule any meeting requested by the Union under this section within twenty-five (25) calendar days after the issuance of discipline.

C. Investigations and Interviews

If the appointing authority, or their representative, schedules a meeting with an employee to interview, collect a statement about, or otherwise discuss any incident or event, and if the employee believes the appointing authority is considering disciplinary action against them, the employee may request that a union representative be present to observe the meeting. A union representative may not interrupt questioning of the employee, attempt to speak for the employee, or instruct the employee about what to say or not say. After the appointing authority or their representative has finished asking questions of the employee, the union representative may request an opportunity to ask informational questions or make a brief statement. The "three strike" process described in

subsection A of this article will be utilized if a union representative who is disrupting or obstructive during the meeting.

D. Counseling Meetings

If an employee receives written or verbal counseling, the employee or the Union may request a meeting with the supervisor who issued the counseling to discuss the matter. The City will make reasonable efforts to accommodate requests for meetings with the Union about counselling of an employee.

- E. Failure of any party to comply with the provisions of this Article shall not constitute grounds to reverse, rescind, or nullify any disciplinary action taken against an employee.
- F. If the City has reason to counsel an employee, it shall be done in a manner that will not embarrass the employee before other employees or in public.
- G. No employee, including a probationary employee, will face disciplinary action for the refusal to sign for the receipt of any item if the employee has not yet received it.

ARTICLE 12

Determination of Leave

- A. Requests for annual leave cannot be unreasonably denied, and a denial must be due to operational or business reasons only. A denial of leave must be made in writing and include the reason for the denial and must be given to the employee as soon as reasonably possible.
- B. If an appointing authority fails to respond to a request for leave within the time required by Civil Service Rule VIII, Section 1.5(e), the request for leave will be deemed approved.
- C. If an appointing authority instructs an employee to provide documentation in support of sick leave for less than six consecutive working days, the employee or the Union may request a meeting with the appointing authority to discuss the matter. When such a meeting is requested, the appointing authority or their representative will make reasonable efforts to meet with the employee and/or the Union before the end of the pay period following the sick leave at issue.
- D. If an appointing authority has reason to dispute documentation provided in support of sick leave or has other reason to believe that an employee has charged an absence against sick leave although no actual illness or injury occurred, the appointing authority, before deducting the value of the absent time from the employee's accrued annual leave or pay or taking disciplinary action, must notify the employee that the use of sick leave is in question and provide the employee, along with a steward or authorized union representative if requested by the employee, an opportunity to discuss why they have made that determination and allow for the employee to provide an explanation.

1. The appointing authority shall give the employee reasonable notice of the meeting and provide the determination in writing within a reasonable period prior to the meeting. The written determination must state the reasons why the appointing authority disputed the employee's entitlement to sick leave.
- E. Nothing in this Article shall preclude the City from taking disciplinary action against an employee for fraudulent use or other misuse of sick leave, nor shall any failure to comply with any requirements of this Article constitute grounds to rescind, reverse, or nullify any disciplinary action taken against an employee for fraudulent use or other misuse of sick leave.

ARTICLE 13

Job Security, Layoff and Recall

- A. When the City determines that it may be necessary to reduce the work force in the classified service through layoffs of employees in the general government bargaining unit, the City will notify the Union in writing at the same time that it notifies the Personnel Director. This notice will be provided at least forty-five (45) calendar days prior to the effective date of the proposed reduction in force.
- B. Prior to implementing layoffs that affect the general government bargaining unit, the City will meet and confer with the Union about reasons why the layoff is being proposed, the proposed effective date of the layoff, and any potential avenues to avoid the layoffs. This meeting will be held sufficiently far in advance of the proposed layoffs to allow for a meaningful consideration of options to avoid layoffs.
- C. Once it has been determined that layoffs affecting the general government bargaining unit will occur, but before layoffs are implemented, the City will meet with the Union to discuss the layoffs, including but not limited to the following topics:
 1. Discuss the classes of work and number of positions that may be reduced.
 2. Vacant positions that may be filled by potential laid off employees.
- D. Pursuant to Rule XII of the City Civil Service Commission, the Union shall be included in any correspondence from the appointing authority of the organization or the Chief Administrative Officer regarding the notification of layoffs to the Personnel Director.

ARTICLE 14

Labor Management Committee

A. Bargaining Unit LMC

For the duration of this Agreement, the City and the Union shall maintain a labor-management committee (LMC) for the purpose of providing a forum for the City and the Union to discuss issues relating to this Agreement and other labor relations issues that may arise with respect to the general government bargaining unit.

The LMC will consist of eight members: four representatives of the City and four representatives of the Union. The representatives of the City shall include the Assistant CAO, Human Resources or their designee, the City Attorney or their designee, and two additional members designated by the Chief Administrative Officer. The four representatives of the Union shall be designated by the Union.

Meetings and activities of the LMC shall be conducted on work time. The Union and the City will each appoint their own representatives on the LMC. The LMC will meet at least monthly, unless a majority of the committee agrees to cancel a meeting; the LMC may hold additional meetings by mutual agreement. The LMC shall meet within two (2) weeks by request of either party.

The LMC shall be invested with the power to study all problems relating to fringe benefits, hours of employment and other working conditions other than actual dollar salaries paid. Such a group will endeavor to resolve the problems raised by the Union and City during negotiations, as well as the problems raised by both as they shall arise from time to time during the term of this Agreement. At any time that such study group shall be ready to make any affirmative recommendations with regard to changes in terms or language of this Agreement, the Agreement shall automatically be reopened for the purpose of entering into negotiations with regard to such specific recommendations. Affirmative recommendations are reached when a majority of LMC members vote in favor of a recommendation.

B. Department LMCs

1. For each Department with employees subject to this Agreement, union members may, with the approval of the Union's executive board, create one Department LMC (DLMC) for the purpose of addressing labor-relations issues specific to a Department. Before the creation of the DLMC, Union representatives and the affected Department's appointing authority will agree upon a meeting schedule and file this with the LMC. The affected Department's appointing authority and the Union may each designate up to four members of the DLMC, for a total of eight members.

2. A simple majority of the LMC may create additional DLMCs. The meeting schedule and membership shall be determined initially by the LMC.

3. Designated DLMC members, union stewards, and/or union officers in a department will have a right to meet with the appointing authority about general staff and department dispositions and discuss recommendations quarterly, or more or less often if needed by mutual agreement of the parties, which should be requested in writing at least 3 weeks before the proposed meeting. If the union and appointing authority agree in writing at least 2 weeks before the end of a quarter, a meeting may be waived.

ARTICLE 15

Seniority and Promotion

A. Seniority

1. Seniority is the length of an employee's continuous service in any job classification. All such service must be continuous and without a break in service (e.g., uninterrupted by the employee's voluntary resignation or discharge). Leaves of absence, either paid or unpaid, are not to be considered breaks in service.
2. Seniority or length of service shall be computed from the most recent date that an employee commences employment in a bargaining unit position. It shall accrue during all paid and unpaid leave periods and probationary employment. It shall not accrue during periods of layoff or furlough, but length of service acquired prior to such layoff shall not be forfeited.

B. Promotional and Job Opportunity Notices

1. The union will be given a space within each Department, in a clearly visible area frequented by the Department's employees, notices of promotional opportunities and job openings. This space may be the same as the bulletin board provided pursuant to Article 4, Section E of this Agreement. The Union will be responsible for what is posted in the space provided for posting of promotional opportunities and job openings. The City agrees, to the extent practicable, to provide equitable notice of promotional opportunities to eligible employees.

ARTICLE 16

No Strike or Lockout

During the term of this Agreement, there shall be no stoppages of work, strikes or lockouts.

ARTICLE 17

Conflict With Civil Service Rules

This Agreement is not intended to change or conflict with any terms and conditions of employment established by the New Orleans Civil Service Commission ("Commission"), whether in its Rules or the Classified Pay Plan. Where possible, this Agreement shall be interpreted so as to avoid conflict with the Commission's Rules and Classified Pay Plan. In the event that the plain language of any portion of this Agreement conflicts with the Commission's Rules or the Classified Pay Plan, the conflicting portion of this Agreement shall not be enforceable.

ARTICLE 18

Successorship

This Agreement shall be binding upon the parties, their successors or assigns, and irrespective of any change or transfer of ownership, operation, or control and of any merger, consolidation or affiliation of the City.

ARTICLE 19

Savings 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 court's decision. Upon issuance of such a decision, the City and the Union agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE 20

Modification and Extension of Agreement

A. Modification

Changes to this Agreement may be made at any time during the term of this Agreement by mutual written consent of both parties. Any such changes will not take effect until approved by the New Orleans City Council pursuant to New Orleans City Code, Article V, Section 114-12

B. Extension

This Agreement, along with any modifications, may be extended past the term set forth in Article I by mutual consent of the parties, set forth in writing, and approved by the New Orleans City Council pursuant to New Orleans City Code, Article V, Section 114-12.

Made and entered into this 23rd day of June, 2025:

American Federation of State, County and Municipal Employees Local 2349, Council 17

Lloyd Permaul
Lloyd Permaul, Executive Director, Council 17

Sisto Campana
Sisto Campana, AFSCME International

Amanda Fallis
Amanda Fallis, Local 2349 President

Irene Taylor
Irene Taylor, Local 2349

Kennan Mitchell
Kennan Mitchell, Local 2349

CITY OF NEW ORLEANS
BY: [Signature] for
LATOYA CANTRELL, MAYOR

Executed on this 26th of June, 2025

**FORM AND LEGALITY APPROVED:
Law Department**

By: [Signature]
Printed Name: Sarah McCarty

CITY OF NEW ORLEANS, CITY COUNCIL

By: _____
Name: CITY COUNCIL PRESIDENT

Signed by on this ____ of _____, 2025

ADDENDUM

The parties have agreed to include this addendum to the Agreement as a reference to the various other sources of law and rules concerning other terms and conditions of their employment, which are of concern to employees but are not the subject of the Agreement between the City and the Union. This addendum is purely informational and does not create any additional rights or obligations between the parties.

Rules of the City of New Orleans Civil Service Commission

The Civil Service Rules govern many terms and conditions of employment for classified employees. These rules may be found on the City's website at <https://nola.gov/next/civil-service/topics/commission/commission-rules-procedures/>.

Wages

Civil Service Rule IV, Section 1 establishes that rates of pay for classified positions are subject to a pay plan approved by the Civil Service Commission. The Classified Pay Plan can be found on the City's website at <https://nola.gov/next/civil-service/topics/classification-and-compensation/>.

Civil Service Rule IV, Section 1.3 explains how an employee's regular hourly base rate of pay is calculated; for employees not engaged in law enforcement or fire protection activities, "their regular hourly base rate shall be computed by dividing the appropriate annual salary by fifty-two (52), and then dividing the quotient by either thirty-five (35), forty (40) or forty-six (46) depending upon the employee's assigned work schedule."

Civil Service Rule IV, Section 1.4 covers special pay rates based on positions/assignments that differ from others in the classification based on their "unpleasant or dangerous aspects."

Pay Differentials

Civil Service Rule IV, Section 1.6 provides for pay differentials for working outside of regular business hours.

Pay Increases

Civil Service Rule IV, Section 2 governs pay increases, including special assignments outside normal duties (Section 2.2), cost-of-living payments (Section 2.3), service-wide increases (Section 2.4), merit pay (section 2.5), pay above the minimum for recruitment/retention difficulty (Section 2.6), extraordinary qualifications (Section 2.7), and pay equity adjustments (Section 2.8).

Civil Service Rule IV, Section 8 covers longevity pay increases.

Overtime

Civil Service Rule IV, Section 9 governs overtime rates of pay, the thresholds for earning overtime, and other related matters.

Other Special Rates of Pay

Rule IV, Section 10 provides for emergency pay.

Rule IV, Section 11 concerns incentive pay.

Rule IV, Section 13 provides for holiday pay.

Displacement of Classified Employees

Civil Service Rule III, Section 6 provides for review of City contracts for personal or professional services by the Civil Service Department to determine whether such contracts will “result in the displacement of employees within the classified service.” For contracts that will result in displacement of classified employees, the Civil Service Commission (“Commission”) will review and approve the contract if “the City is entering into the contract for reasons of efficiency and economy and not for politically motivated reasons.”

Holidays

City holidays are established by the New Orleans City Council. Employees may find a schedule of upcoming holidays online, on the Neutral Ground at <https://employee.nola.gov/news-events/calendar/holidays/>.

Discipline and Discharge

Civil Service Rule IX governs disciplinary actions. It includes a list of the types of disciplinary actions, provides for hearing and written notice prior to termination of employment, and requires that, within five working days of the effective date of any disciplinary action, the employee receive a written statement of the reasons for that disciplinary action.

Disciplinary Appeals

Civil Service Rule II, Section 4 explains the procedure for appeals of disciplinary action to the Civil Service Commission.

Discrimination Appeals

Civil Service Rule II, Sections 4.5 and 4.7 provide for appeals by classified employees “who allege that they have been discriminated against because of their political or religious beliefs, sex (including sexual harassment, sexual orientation, and/or gender identity), or race.”

Probationary Status

Civil Service Rule VII establishes a one-year working test period (*i.e.*, probationary period) for every person appointed to a classified position. The rule also contains detailed provisions about the working test period.

Leave

Civil Service Rule VIII concerns all types of leave. The types of leave include: annual leave (Section 1), sick leave (Section 2), special types of paid leave (Section 4.1), leave without pay (Sections 4-8), parental leave (Section 9), family medical leave (Section 10), and official emergency leave (Section 11). Section 3 explains what happens to an employee's unused leave at separation from service with the City.

Promotions

Civil Service Rule VI governs filling of all vacancies, including by promotion. This includes a procedure for challenging a promotion when an employee who was passed over believes the decision was not merit-based (Rule VI, Section 6.1).

Layoffs

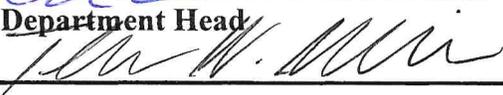
Civil Service Rule XII establishes the procedures that must be followed in order for the City to implement layoffs.

Bonita Robinson
Name _____ Ext. 88765
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: A collective bargaining agreement between the City of New Orleans
and AFSCME, Council 17 which provides for certain terms and conditions of employment for City
employees in the general government bargaining unit.

- 1. 
Department Head
- 2. 
Department of Law
- 3. _____
- 4. 
Chief Administrative Officer
- 5. _____
Director of Council Relations
- 6. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____
Absent: _____

AMENDMENTS:

FINAL ADOPTION:

_____ MOVED: _____
 _____ 2ND: _____
 _____ YEAS: _____
 _____ NAYS: _____
 _____ ABSENT: _____
 _____ RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.



**CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL**

Requesting Department or Agency: Chief Administrative Office - Employee Relations Division

Name of Contact Person: Rene T. Hollins

Telephone Number: (504) 658-8613

Email Address: rthollins@nola.gov

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** To establish a collective bargaining agreement with AFSCME Council 17 that provides for certain terms and conditions of employment for City employees in the general government bargaining unit.

2. **The parties involved:** The City of New Orleans and the American Federation of State, County and Municipal Employees Union, Council 17 ("AFSCME")

3. **The obligations, expectations, and deliverables of the parties involved:** The agreement provides terms and conditions of employment with respect to discrimination, rights of the AFSCME and its representatives, work schedules, assignment of overtime, health and safety, union representation of employees, leave procedures, layoffs, labor management committees, seniority and promotion, and strikes and lockouts

4. **The duration of the contract:** Three years from the date of approval by the City Council

5. **The cost and any fiscal implications of the contract for the City:** The City does not anticipate that the agreement will have any fiscal implications for the City.

6. **Describe disadvantaged business enterprise (DBE) participation:** None; the agreement does not involve the provision of goods or the performance of work or services by any party.

