

DELGADO COMMUNITY COLLEGE

AND

LOCAL 100 United Labor UNIONS

October 1, 2015 to September
30, 2018

AGREEMENT

This Agreement made and entered into by and between Delgado Community College (hereinafter referred to as DELGADO), and Local 100 United Labor Unions (hereinafter referred to as LOCAL 100 the UNION) is effective as of October 1, 2015.

PREAMBLE AND PURPOSE

DELGADO and LOCAL 100 agree to cooperate with one another in efforts to assure a harmonious and productive relationship, to service the needs of the community, the public, and the state, and to meet the highest standards of service. DELGADO and LOCAL 100 and the employees agree to act at all times in such a manner to assure fair, just, and equitable treatment for labor and management. Because of these commitments and understandings, DELGADO and LOCAL 100 do here agree to the following.

ARTICLE 1. RECOGNITION

Section 1. Recognition. DELGADO recognizes LOCAL 100 as the sole and exclusive representative for the purpose of collective bargaining- and representation with respect to wages, hours, and all other conditions of employment for all employees described in Section 2 of this Article, insofar as the laws of the State of Louisiana and the Louisiana Civil Service Department authorizes.

Section 2. Definition of the Unit. For the purposes of this Agreement, the term "employees" shall mean all regular full and part-time classified employees within the Security, Maintenance, Custodial, and Grounds departments at DELGADO campuses.

ARTICLE 2. UNION RIGHTS AND DUTIES

Section 3. Protected Activity. DELGADO agrees that no employee shall be discriminated against in any way because of their membership in or legal and

appropriate activities in behalf of LOCAL 100.

Section 4. UNION Stewards and Assistant Stewards. LOCAL 100 agrees to give DELGADO the names of its UNION Stewards and Assistant Stewards. Assistant UNION Stewards may be selected by LOCAL 100 for each department. Assistants shall function as Stewards only in the absence of the regular UNION Steward.

Section 5. Steward Activity. UNION Stewards will be allowed reasonable time to receive complaints from other employees and to process grievances without loss of pay. Stewards will make every reasonable effort to avoid undue interference with the performance of their duties.

Section 6. Union Business. LOCAL 100 members will be allowed leave to attend UNION conferences or conventions. Local 100 and the employee will give DELGADO ten (10) days notice for any such request. These leaves will be approved or disapproved at the discretion of DELGADO.

Section 7 UNICN Officers. If a union officer employed by DELGADO during their term of office or otherwise should enter the full-time employment of LOCAL 100, they would be allowed a leave in accordance with all Civil Service Rules and Procedures at the discretion of DELGADO.

Section 8. Bulletin boards. Announcements shall be posted in conspicuous places where employees have regular access. LOCAL 100 may use the bulletin boards for notices of a routine nature.

Section 9. UNION Visitation. LOCAL 100 representatives shall have the right to visit DELGADO's premises during working hours to settle or investigate grievances or for any purpose essential to the observation and obligations of the Agreement. LOCAL 100 shall notify the personnel office when on THE premises.

Section 10. UNION Button. LOCAL 100 members shall have the right to wear UNION buttons, patches, or pins during working hours without discrimination or harassment.

ARTICLE 3. UNICN SECURITY

Section 11. Dues Checkoff. After receiving an employee's signed authorization, DELGADO shall deduct from the employee's pay the regular membership dues, as fixed by LOCAL 100. The amount of the regular membership dues of each employee will be certified, in writing, by LOCAL 100.

Section 12. Dues Remittance. DELGADO shall send the amounts deducted for monthly dues in addition to the names of the employees involved by the 15th day of the next month.

Section 13. Employee Information. On July 1st of each fiscal year, DELGADO shall provide LOCAL 100 with a roster of all classified employees covered by the Agreement, their addresses, phone numbers, job classifications, and seniority dates.

Section 14. Hours Information. DELGADO agrees to furnish data regarding hours worked by individual classified employees covered by this agreement as per Section 2 upon request by LOCAL 100, and such other information as may be necessary to determine proper representation under the Agreement. LOCAL 100 agrees not to make an unreasonable number of requests.

ARTICLE 4. DIGNITY AND RESPECT

Section 15. Dignity and Respect. DELGADO shall treat all employees with dignity and respect at all times.

Section 16. No Discrimination. There shall be no discrimination

which

violates any local, Louisiana, or Federal law, including, but not limited to, discrimination based on race, color, creed, sex, pregnancy, national origin, religion, age, or handicap.

ARTICLE 5. HEALTH -AND SAFETY

Section 17. General. DELGADO shall comply with applicable Federal, state AND vocal guidelines for health and safety for employees and working conditions.

Section 18. Work Safety. Employees will not be required to perform work that is unsafe, unsanitary, or dangerous to their safety or well being. DELGADO will keep first aid equipment on the campus for any superficial injury. Supervisors will immediately release employees to attend to any injury on the job.

Section 19. Equipment. All employees shall be provided with proper training, tools, machines, and equipment for all jobs without cost to themselves, unless tools are a prerequisite for employment. Employees may be held responsible for lost tools and equipment, if negligent.

Section 20. Performance. No employee will be disciplined for refusing to perform unsafe or dangerous work. An employee refusal to perform such work shall not be considered a strike or work stoppage within the meaning of state law or Agreement, and shall not result in any present or future disciplinary action. The employee shall receive full wages if no alternative work is available.

ARTICLE 6. **HOURS AND SCHEDULING**

Section 21. Standard Workweek. The standard workweek shall be composed off five (5) eight (8) hour days worked within a seven (7) day week. Regular off days shall be Saturday and Sunday.

Section 22 Schedule Delgado shall have posted in the workplace a current schedule indicating hours of work and days off of each employee. An employee shall be notified of any change in his/her normally scheduled shift ten (10) working days in advance of such a change.

Section 23. Breaks. There shall be two (2) fifteen (15) minute paid breaks in a regular shift. If employees miss rest periods due to circumstances beyond their control, they will be allowed to reschedule their rest periods for later in the shift. Rest periods may be added on to the lunch period with the approval of the supervisor. Lunch periods shall consist of a thirty (30) minute break within the shift. Employees may eat on breaks in areas approved for such activity.

Section 24. Overtime. Employees who work more than eight (8) hours in any scheduled day or more than forty (40) hours in any scheduled week, shall be compensated for all of these "overtime" hours after adjustment for leave hours taken in that period. Overtime hours may be hours paid at the rate of time and one-half (1 1/2) the hourly rate of pay for the employee's job

classification, according to Civil Service regulations.

Section 25. Compensatory Time. Employees shall be notified in advance of the request to work overtime hours, whenever the form of payment will be compensatory time. Compensatory overtime hours shall be paid at the rate of straight time. Compensatory overtime hours shall be granted to employees according to Civil Service Rules and Regulations. Compensatory payment of overtime will only occur in such situations where employees have been notified as a campus policy that the budgetary situation is such, that regular payment of over time is not possible.

Section 26, Notification of Overtime. An employee shall be notified of planned overtime one shift in advance of the overtime to be worked.

Section 27. Rotation of Overtime. Overtime shall be rotated and divided equally whenever practicable. Where overtime is required, job classification seniority shall be determining factor in accepting or rejecting the overtime.

Section 28. Off Schedule Reporting. When an employee is called in to work on emergency situations, the employee will not only be paid overtime hours, but shall also be guaranteed a minimum of three (3) hours work. Special functions on outside contracts shall be compensated by three (3) hours overtime.

Section 29. Temporary Assignment. When an employee is temporarily assigned to work in another job classification for a period equal to or exceeding a forty (40) hour week, the employee may be paid at a higher rate subject to Civil Service approval.

ARTICLE 7. **JOB SECURITY**

Section 30. Seniority. Seniority shall be defined according to Civil Service Commission Rules and Procedures.

Section 31. Layoff Avoidance. DELGADO and LOCAL 100 agree that all possible steps shall be taken to avoid layoff of existing employees and job classifications allowed under Civil Service Rules, including, but not limited to, advance notification, altering shifts and hours, sharing shifts and hours, and other means.

Part A. Notice. LOCAL 100 shall be given proper written notice of any possible layoff and any layoff avoidance measures being considered by DELGADO. Such notice shall be by mail thirty (30) days prior to such plan being submitted to Civil Service. DELGADO and LOCAL 100 shall meet as soon as practicable

to discuss the fairest way to share the burden of insufficient work or financing.

PART B. Preference. When a lay-off or hours cutback or similar avoidance measures are necessary, the preference will be:

- a) First, those employees who volunteer
- b) Second, those workers not permanently classified
- c) Third, those workers with the least seniority

PART C. Notice to Employees. When a layoff or avoidance measure is necessary, DELGADO shall post for all employees the reasons for the action; any exclusions from the action and the stated reasons; the specific employees affected; and the plan for any pay or hours reduction that may be necessary.

Section 32. Bumping. A senior employee shall have the right to "bump" in accordance with Civil Service Rules.

Section 33. No New Hires. There shall be no new hires in the bargaining unit during periods of layoff.

Section 34. Hours Cutbacks. If hours are cutback for layoff avoidance, recommendations shall be made based on Civil Service Rules.

ARTICLE 8. **DISCHARGE AND DISCIPLINE**

Section 35. Just Cause. No employee may be discharged or disciplined in any way without just cause.

Section 36. Dismissal. Before any permanent employee is dismissed, the dismissal shall first be discussed between DELGADO and LOCAL 100 before his/her dismissal is submitted to the Department of Civil Service.

Section 37. Suspension. Before any permanent employee is suspended without pay, the suspension shall first be discussed between DELGADO and LOCAL 100 before his/her suspension is submitted to the Department of Civil Service. If any suspension is proven to have been unwarranted and without just cause, the employee shall be made whole without loss of seniority, wages, or other benefits of employment.

Section 38. Conference. When an employee is called into a conference for the purpose of DELGADO investigating the possibility of imposing discipline, suspension, or warning, the employee shall have present their UNION Steward.

Section 39. Personnel Files. Employees shall have the right to inspect their personnel files at reasonable times. The employee may be accompanied by his/her UNION Steward. The employee shall be notified of any notices or information regarding disciplinary action or job performance placed in the files, and the employee shall be permitted to write a letter or response that shall also be placed in the file.

Section 40 Files If no additional notices are received in that matter for three (3) scheduled months, this will be taken into account.

Section 41. Polygraph Tests. Employees shall not be required to take polygraph tests, and such tests shall not be used to verify disciplinary action except as part of other substantiated evidence.

ARTICLE 9. **SETTLING DISPUTES AND GRIEVANCES**

Section 42. Right to File. When an employee or group of employees feel they have been unfairly or improperly treated, or that the "Agreement" has been violated, they shall have the right to file grievances without fear of intimidation, coercion, or reprisals.

Section 43. Timely Filing. The grievance must be filed within fourteen (14) working days of the occurrence of the incident or knowledge of the grievance. Grievances not presented within this time period will not be considered, unless this requirement is waived by written agreement of both DELGADO) and LOCAL 100

Section 44. Steps of the Grievance Procedure. Disputes between employees and DELGADO) relating to this agreement, policies, or procedures shall be settled in the manner described below.

STEP 1. Informal Discussion. The grievance shall first be discussed by the aggrieved employee and his/her immediate supervisor. The employee has the right to have his/her UNION Steward present at the informal discussion. The supervisor shall render a decision to the employee as soon as possible, and no later than five (5) working days after the meeting. The meeting shall be held at a time mutually convenient to both parties, and shall be held as promptly as possible within five (5) working days of the request for such a meeting. Every reasonable effort shall be made to resolve the grievance at this step.

STEP 2. Written Grievance and Formal Conference. If the grievance is not satisfactorily settled in STEP 1, the aggrieved employee may within five(5) working days submit his/her grievance in writing

to his department head or unit director. A formal conference on the grievance shall be held within five (5) working days between the employee, the UNION Steward and/or UNION; Representative and the Department head. The department head shall render a decision to the employee within seven (7) working days after the formal conference.

STEP 3. Grievance -Appeal. If the grievance is still not satisfactorily resolved, the employee may present his/her written grievance to the Personnel Director within five (5) working days after the decision from STEP 2. The Personnel Director shall then discuss the grievance with the employee and the employee's UNION Steward and/or UNION Representative within five (5) working days. The President or President's representative shall render a written decision to the employee within fifteen (15) working days after the appeal conference.

Section 45. Time Bar. If DELGADO does not respond to a grievance within the time frames described, the remedy requested by the employee shall be considered granted. If the employee and LOCAL 100 do not proceed within the time frames described, the grievance shall be considered resolved. By mutual written consent both parties can waive time limits for process or decision.

Section 46. Civil Service Appeal. No part of the grievance procedure shall deprive any employee of the right to appeal directly to the Civil Service Commission.

Section 47. No Strike and No Lockout. No strike or work stoppage shall be caused or sanctioned by LOCAL 100 during the term of this Agreement. Employees shall not be locked out by DELGADO during the term of this Agreement.

ARTICLE 10. **PROMOTIONS AND TRANSFERS**

Section 48. First Preference Whenever vacancies exist in the DELGADO work force, the first preference whenever practicable, shall be to fill such vacancy by promotion from the existing employees, where well qualified employees can be found. Such promotions shall be made primarily on the basis of qualifications, demonstrated skills and ability, and past performance, but shall also be governed by seniority when two or more employees have equal qualifications and have demonstrated equal ability and skill through past performance of duty and other criteria.

Section 49. Promotional Policy Procedure. The following shall be the promotional policy procedure in accordance with the Agreement and Civil Service Commission Rules.

Part A. Non-Competitive Position Changes. Any vacancies in any department shall be filled by promotion of a qualified employee from within the next lower level job class series. Careful consideration shall be given to seniority, and where skill, ability, and knowledge are relatively equal, seniority shall govern. If no employee within the departments covered by the Agreement is qualified, then consideration for promotion shall be college-wide.

Part B. Competitive Position Changes. Competitive position changes shall be considered college-wide. When a competitive examination is required, the employee with the greatest seniority among the qualified, shall be given the first" opportunity, unless DELGADO informs LOCAL 100 of an intention to appoint a qualified employee who has less seniority than another qualified employee. LOCAL 100 and/or the aggrieved employee may use the Grievance Procedure in this Agreement, if the college's action is seen an unjust. No promotion shall be certified to Civil Service until the grievance is settled. DELGADO may detail an employee into the position in the interim.

PART C. Civil Service Examinations and Registers. Where a Civil Service examination is required, the employee shall take the responsibility to take the Civil Service examination for any class or position in which he/she might be interested or for which she/she qualified prior to a vacancy occurring. The employee shall take the responsibility to maintain his name on the Civil • Service registers on an on-going basis.

Section 50. Qualifications. Qualifications shall be understood to mean the qualifications requirements as set forth by Civil Service.

Section 51. Posting and Bidding. There s hall be a ten (10) day notice posted on each bulletin board notifying employees of job vacancies. All posting shall specify whether the job is to be filled by competitive or non-competitive procedures, and, whether an examination is required. Should the job qualifications require an examination, all interested employees who have not previously taken the examination, must notify the Director of Personnel within five (5) working days of the application deadline, in writing, of their desire to take the examination. Employees giving such notice, shall be given adequate time to apply and take the necessary examination. In the absence of an employee bidding, the job may be filled after the five (5) day time limit expires.

Section 52. Reassignment. An employee shall not be reassigned to a position in which they are unskilled and unqualified, without adequate time to learn the position equal to the amount of time given a probationary employee. Reassignment may not be arbitrary

or punitive, and mandatory transfers shall be subject to the Grievance Procedure.

ARTICLE 11. EDUCATION AND TRAINING

Section 53. First Preference. Employees with the greatest seniority shall be given first opportunity to enroll in in-service training courses provided they meet basic Civil Service qualification requirements for advancement in class. Upon successful completion of in-service courses, employees with the greatest seniority shall be given preference for any promotions in accordance with the Agreement.

Section 54. Training Courses. LOCAL 100 and DEDGLADO agree that the College is authorized to conduct, in-service training courses for all Civil Service classified positions and to set reasonable standards with the approval of Civil Service, for filling such positions above and beyond Civil Service Regulations. Any such in-service training courses or examinations required shall be given during normal duty hours, with no loss of pay for any employee involved. The employee shall have the responsibility of applying for enrollment in these in-service courses, when available. Paid and unpaid educational leave will be available to employees who qualify under Civil Service Rules.

ARTICLE 12. FUNERAL PAY

Section 55. Funeral Pay. An employee may be given two (2) days without loss of pay, annual leave, or sick leave when attending the funeral of a relative as defined in Section 27.

Section 56. Definition of Family. The family relationship must be within the fourth degree of relationship by blood or affinity for his/her family or spouse's father, mother, grandfather, grandmother, child, grandchild, great grandchild, cousin, brother, sister, uncle, aunt, great uncle, great aunt, nephew, grand nephew, niece, and grand niece.

ARTICLE 13. LEAVES OF ABSENCE

Section 57. Leaves with Pay. An employee shall be given leave without loss of pay, annual leave, or sick leave in circumstances including the following.

a) Jury Duty. When performing jury duty an employee shall be given leave under this Article.

b) Court Witness. When serving as a summoned witness before a court, grand jury, or other public body or commission, as long

as the employee is neither a defendant nor plaintiff and not surrounded as the result of non-State employment.

c) Act of God. An employee shall have paid leave when prevented from performing duty by an act of God in the determination of DELGADO.

d) Voting. An employee shall be given two (2) hours of leave to vote in the parish where employed and not more than one (1) day to vote in a parish outside Orleans.

Local Conditions or Celebrations. An employee shall be given paid leave when DELGADO determines that because of local conditions or celebrations it is impracticable for employees to work.

Section 58. Leaves of Absence. An employee may receive leaves of absence without pay for periods not to exceed one (1) year, which DELGADO shall not unreasonably deny when presented justification for such leaves. Such periods may be extended for periods in excess of one (1) year at the discretion of DELGADO upon approval by Civil Service when presented written, justifiable reasons. Such leaves of absence may include the following.

a) Personal Leave. An unpaid personal leave of absence may be granted.

b) Military Leave. Employees leaving DELGADO to enter the Armed Services of the United States will upon release from service be considered to have been on leave of absence provided they apply for re-employment within reasonable time of their discharge from active service.

c) Leaves for On the Job Injury. An unlimited leave of absence shall be granted without pay in the case of an on-the-job injury which requires absence from work.

d) Leaves for Off-the-Job Sickness or Injury. An employee may be granted an unpaid leave of absence for sickness or injury not resulting in the course of employment.

e) Maternity Leave: An employee shall be granted a leave of absence for maternity at the point she is unable to perform work responsibilities.

ARTICLE 14. ANNUAL LEAVE AW) SICK LEAVE

Section 59. Calculation. Annual and sick leave shall be calculated according to formulas provided by the Civil Service Commission. Accrued unused annual and sick leave shall be carried forward to succeeding calendar years. The minimum charge to annual leave shall not be less than one-half (1/2) hour.

Section 60. Use of Annual Leave. Use of annual leave must be

approved by proper supervisors. Departmental seniority shall be considered whenever practicable in the approval and assignment of requests for annual leave. Should an employee elect to split annual leave taken for vacation purposes, he/she may exercise seniority only for the first segment, until others in the department have made their first selections. All employees shall be given an opportunity to select vacations during the month of April of each calendar year. Annual leave should be requested as soon as practicable, but not less than two (2) working days prior to being granted. Annual leave shall be taken at the discretion of DELGADO administration.

Section 61. Use of Sick Leave. Employees with sick leave may utilize such leave for illness, injury, medical, dental, or optical consultation or treatment, which makes absence from duty necessary.

Section 62. Certification of Sickness. Employees shall file in writing statements of the cause of absence and amount of sick leave taken. After illness of three (3) days or more, DELGADO may require a statement from a physician or other acceptable proof of the employee's illness and inability to report to work. DELGADO may require a statement from a physician or other acceptable proof of the employee's illness and inability to report to work due to any abnormal use of sick leave in a given month.

ARTICLE 15. **HOLIDAYS**

Section 63. Holidays. Holidays are established as New Year's Day, Mardi Gras Day, Good Friday, July 4th, Labor Day, Thanksgiving Day, or Christmas Day when falling on a day within the workweek, and such additional holidays as the state and DELGADO may establish in the future.

Section 04. Holiday Pay. An employee required to work on a holiday shall be entitled to maximum pay allowed under Civil Service rules.

Section 65. Pay Day. In the event pay day falls on a holiday, the preceding work day shall be payday.

ARTICLE 16. **CREDIT UNION**

Section 66. Credit Union. Employees shall be allowed to authorize deductions for use of chartered credit unions available for their participation.

ARTICLE 17. **WAGES**

Section 67. Step Increases. When an employee becomes eligible for a meritorious step increase, he/she shall receive the

increase unless given written notification by his/her appropriate supervisor of the reasons the increase was denied. If the employee feels the stated reasons were not just cause for denial, he/she shall have recourse to the Grievance Procedure provided in this Agreement.

Section 63. Wage Determinations. Prior to any pay plan proposal being submitted by either DELGADO or LOCAL 100 to the Department of Civil Service pertaining to any classification covered by this Agreement, it shall be the obligation of both parties to meet and confer on such pay plan proposals.

Section 69. No Unilateral Changes. DELGADO and LOCAL 100 agree that all benefits for employees heretofore customarily observed may not be unilaterally altered without good faith negotiations between both parties.

Section 70. Budgetary Restraints. When funds have not been appropriated or are unavailable to provide for pay increases, a blanket notice from Delgado to all employees and LOCAL 100 shall suffice.

ARTICLE 18. WORK

Section 71. No Subcontracting. During the term of the Agreement, DELGADO and LOCAL 100 agree that there shall be no contracting out of existing job classifications or departmental employees presently part of the classified service.

Section 72. Job Descriptions. Each employee shall have access to a written copy of the Civil Service Position Description form covering his/her job. When a new employee is hired or an existing employee is promoted, they shall be given their new job description at the time of hiring and promotion, as provided by Civil Service.

Section 73. Work Rules. LOCAL 100 and DELGADO shall meet on work rules when necessary to establish clarity in such rules and implement changes when necessary.

ARTICLE 19. **LABOR-MANAGEMENT COMMITTEE**

Section 74. Establishment of Committee. In order to improve the relationships between the parties, achieve the mutual interests of the College and the employees, and to consider and resolve conditions in advance of their becoming problems affecting employment, standards, and successful performance, DELGADO and

LOCAL 100 agree to establish a Labor-Management Committee to achieve these purposes. The Committee shall be composed of two employees appointed by LOCAL 100 and two College representatives appointed by the President. The President or the President's designee shall have a seat and a representative from LOCAL 100 shall have a seat. Alternates to the members shall also be appointed.

Section 75. Meetings. A meeting schedule shall be established by DELGADO and LOCAL 100. If an appropriate agenda has not been developed at least five (5) days prior to the established date for the meeting through notification by either party, the meeting will be canceled. Meetings shall be held during normal administrative working hours, on DELGADO premises, and without loss of pay, however no compensatory or overtime shall be allowed to any member of the Committee for attendance.

ARTICLE 20. **SAVINGS AND ALTERATIONS**

Section 76. Savings Clause. DELGADO and LOCAL 100 agree that in the event that any provisions of this .Agreement are declared invalid or in conflict with state or Federal law or directive, this .Agreement shall be amended by modifying or eliminating such provisions, while the remainder of the Agreement shall continue in full force and effect. Nothing in this Agreement shall be understood in such a way as to violate applicable Louisiana Law.

Section 77. Alterations. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions of this Agreement shall be made by an employee or group of employees and in no case shall anything be binding upon the parties to the Agreement, unless agreement is made and executed in writing between DELGADO and LOCAL 100 and is duly ratified. Any such waiver of any breach or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions of the Agreement.

ARTICLE 21. DURATION

Section 78. Duration. This Agreement shall be in full force and effect from October 1, 2015 through September 30, 2018. This Agreement cannot go into effect until approved by the Board of Trustees for State Colleges and universities.

Section 79. Renewal. This .Agreement shall be automatically renewed from year to year thereafter unless either-party shall notify the other by certified mail sixty (60) days prior to the anniversary date that' it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date of the

Agreement. The Agreement shall remain in full force and effect during the period of negotiations.

SIGNATORY PAGE

DELGADO and LOCAL 100 do hereby execute, sign and attest to this Collective Bargaining Agreement on this _____ day of October, 2015, effective October 1, 2015.

DELGADO COMMUNITY COLLEGE

Local 100 United Labor

Unions

President

Chief Organizer

HR Director