

**ERNEST N. MORIAL CONVENTION CENTER**

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**NEW ORLEANS PUBLIC FACILITY MANAGEMENT, INC.**

**and**

**THE ERNEST N. MORIAL CONVENTION CENTER**

**CRAFT MAINTENANCE COUNCIL**

**NEW ORLEANS, LOUISIANA**

November 30, 2024 through November 29, 2027

Managed By New Orleans Public Facility Management, Inc.  
900 Convention Center Boulevard  
New Orleans, Louisiana 70130 (504) 582-3000 Fax (504) 582-3088

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## **AGREEMENT**

This Agreement is made and entered into by and between NEW ORLEANS PUBLIC FACILITY MANAGEMENT, INC. [hereinafter referred to as NOPFMI] and ERNEST N. MORIAL CONVENTION CENTER CRAFT MAINTENANCE COUNCIL (ENMCCCMC) [hereinafter referred to as the Council]. In consideration of the mutual promises and covenants, expressly stated herein, the parties agree as follows:

### **ARTICLE I TERM OF AGREEMENT**

This Agreement shall be in effect commencing on the 30th day of November, 2024 or as soon thereafter as consistent with state law governing adoption of collective bargaining agreements negotiated by public bodies (L.S.A. RS 44:67.1), and shall continue to and including the next following three years, and be automatically renewed thereafter, unless at least ninety (90) days prior to the termination date, either party serves written notice on the other by certified mail of a desire to terminate, change or modify this Agreement.

### **ARTICLE II PURPOSE & COVERAGE**

A. Purpose. The purpose of this Agreement shall be to achieve mutual understanding, harmony and cooperation between the Council, NOPFMI and its employees; to provide sound working conditions for the employees; to secure a prompt and fair disposition of grievances; to eliminate all interruptions of work and interference with the efficient operation of NOPFMI's business; to obtain maximum efficiency in the operation of NOPFMI's business; and to set forth the agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties during the life of this Agreement. The parties agree that the language of this Section A does not create substantive rights and may not be asserted by either party as the basis, in whole or in part, for any grievance or other cause of action one against the other and may not be referred to by any trier of fact or decision maker as the basis, in whole or in part, for any finding of fact or conclusion.

B. Coverage. NOPFMI recognizes the Council as the exclusive collective bargaining representative for all regular full-time employees employed within the Operations Department within the specific classifications which appear in Appendix I. "Regular" modifies "full-time" here and wherever that term is used unless otherwise indicated. Where the word "employee(s)" appears it means regular full-time employee(s) unless otherwise indicated. All supervisory and administrative categories and every other job classification, including whether in existence at the time of execution of this Agreement or created hereafter, including Utility/Installers, are excluded from coverage under this Agreement and persons in such other classifications are permitted to perform bargaining unit work as required by management.

### **ARTICLE III COMPLETE AGREEMENT**

A. Complete Agreement. The express provisions of this Agreement constitute the complete collective bargaining contract which shall prevail between NOPFMI and the Council with respect to wages, hours of work and other conditions of employment and no other agreements or practices (including so-called “past practice” or “past practices”) are binding upon either party hereto, except that certain employee benefits contained in NOPFMI’s Employee Handbook are specifically incorporated in this Agreement to the extent noted hereinafter and as the Handbook may be changed from time-to-time by NOPFMI acting alone. This Agreement can be added to, subtracted from, altered, amended or modified only by written document signed by the parties or their authorized representatives. The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right for the life of this Agreement to bargain collectively with respect to any matter or matters not specifically referred to or covered by this Agreement.

B. No Vested Interest Acquired by Employees. Employees shall acquire no vested interest in the rights or benefits herein which are not subject to being changed, revised or divested, in accordance with this Agreement or any subsequent revisions or terminations. All rights or benefits which employees acquire under the terms of this Agreement shall extend only for the duration of this Agreement and shall then terminate, unless expressly renewed or extended for an additional term by written agreement or by application of the automatic renewal clause of this Agreement.

### **ARTICLE IV COUNCIL RECOGNITION & COOPERATION**

A. Council’s Recognition of No Individual Agreements. NOPFMI acknowledges that the Council is the duly recognized bargaining agent of those employees employed in the specific job classifications covered by this Agreement, as set forth in Appendix I. NOPFMI agrees not to enter into any agreements or contracts with its employees, individually or collectively, which conflict with the terms and provisions of this Agreement. It shall not be regarded as a violation of this Agreement or any predecessor Agreement for NOPFMI to discuss with represented employees any matters affecting their wages, hours, or terms and conditions of employment prospectively or during the term of the immediately preceding Agreement. Notwithstanding any other provision of this Agreement, the Council waives any right or cause of action for any alleged breach of the predecessor Agreement and will not participate in or support directly or indirectly in any way, except as required by a court order, any suit or other action against NOPFMI for alleged breach of the predecessor Agreement, state or federal law, the Constitutions of Louisiana or the United States, or assert facts arising before the execution of this Agreement in support of a claim against NOPFMI or the New Orleans Exhibition Hall Authority on whose behalf NOPFMI manages the Convention Center.

B. Council Cooperation. The Council agrees to cooperate with NOPFMI in upholding the rules and regulations of NOPFMI in regard to punctual and steady attendance; the performance of work in an efficient and economical manner; employees' conduct on the job; and all other rules and regulations established by NOPFMI. NOPFMI will advise the employees of rules and regulations by posting same for a period of one (1) week on a bulletin board at the employee entrance(s). The rule, regulation or any change in such rule or regulation becomes effective upon posting. It is understood that the publication or re-publication of certain rules and regulations does not exclude the existence of other rules and regulations. It is agreed that NOPFMI will provide notices and copies of rules and regulations to the Shop Steward and the Chairman of the Council before or at the same time as posting. The Council agrees to cooperate with NOPFMI in maintaining and improving safe and sanitary conditions and practices; and in maintaining, safeguarding, and conserving the equipment, supplies, materials, vehicles, and machinery, buildings, and other property used by employees in connection with their assignments.

C. Checkoff. During the period of this Agreement, NOPFMI shall deduct from the pay of each employee, who shall authorize it by a signed checkoff authorization in the form furnished by the affiliated Local Union to this Agreement, and for so long as such authorizations shall remain valid and effective, from the first pay payable to such employee each month, the regular monthly dues or authorized initiation fee, if certified by the Local Union to be due and owing, and remit the same to the appropriate officer of the Local Union at the end of the month in which deducted. The Local Union shall notify NOPFMI in writing of the name of such appropriate officer, the address to which such dues collections shall be sent, and the amount due from each listed employee (or any change in amount since the last prior instruction) at least fifteen (15) days prior to the month in which the deductions are made. The Council agrees to indemnify NOPFMI and hold it harmless against any and all suits, claims, demands and liabilities for damages or penalties that shall arise out of or by reason of any action that shall be taken by NOPFMI for the purpose of complying with the provisions of this Section C. This provision shall be null and void if the State of Louisiana through Act of the Legislature or Executive Action forbids the checkoff of union dues by State employees and checkoff of union dues will cease with the effective date of such legislation or executive action.

## **ARTICLE V NOPFMI & COUNCIL RIGHTS & RESPONSIBILITIES**

A. Recognition of Applicable Laws. Nothing contained in this Agreement shall be deemed or construed to require, directly or indirectly, NOPFMI to do anything inconsistent with the laws, orders, regulations, rules or decisions, of any competent governmental agency (local, Louisiana or federal) having jurisdiction over NOPFMI's workforce or cause, directly or indirectly, the other respective party to do anything inconsistent with any applicable laws.

B. Equal Opportunity. The Council and NOPFMI agree there shall be no action by either party which violates any local, Louisiana or federal laws, ordinances or statutes. Any claim by the Council or the employees of a violation of this Agreement which is also cognizable under federal, state or local laws may not be grieved or arbitrated and shall proceed through NOPFMI's Equal Employment Opportunity policy of the Employee Handbook, as changed from time to time, or through appropriate federal, state or local government agencies. The employee shall have a Council representative/steward present during the entire internal proceedings if the employee so chooses.

C. Council Representatives. Council representatives, upon four (4) hours advance notice, shall be privileged to visit the premises of NOPFMI at all reasonable hours for the transaction of official business, but such Council representatives shall first notify NOPFMI of their presence upon the premises. Council representatives must present themselves at the Human Resources Department immediately upon entering the facility. NOPFMI officials to be notified are, in the first instance, the Human Resources Department which will then notify the Vice President of Operations or, in his absence, the respective Division Head, before the Council representatives may proceed. Council stewards employed by NOPFMI shall be required to fulfill their obligation to NOPFMI and to perform their job duties as any other employee covered by this Agreement. The Council may appoint employees as shop stewards and will notify NOPFMI of their selection. NOPFMI agrees to provide a room upon request near the work area for the union steward to transact official business. Council stewards will be paid when participating in pre-suspension, pre-termination, Step 1, and Step 2 meetings with employees and management, when any of the foregoing occur while the steward is at work. Any other Council-related activities will be considered non-working time for which the steward will not be paid by NOPFMI, and for such activities the steward will not be on the clock or otherwise recording working time.

D. NOPFMI Rights. NOPFMI and the Council specifically agree that NOPFMI shall have the right to direct the workforce and to determine the policies and methods of operating its business, except as expressly and specifically limited by the provisions of this Agreement. All of the rights, powers and authority NOPFMI possessed prior to the signing of this Agreement are reserved by NOPFMI and remain exclusively and without limitation within the rights of management, nor does the exercise thereof require any prior discussion or negotiation with the Council. Such management rights and responsibilities shall include, but not be limited to, the following rights and responsibilities: to select the employees it will hire; to establish or revise work schedules; to determine the size and composition of its workforce; to determine the number and type of equipment, material, products and supplies to be used or operated; to discipline or discharge employees for cause; to determine assignments of work; to discontinue all or any part of its business operation and to transfer work to existing facilities within or outside the coverage of this Agreement, and subcontract work; to expand, reduce, alter, combine or transfer, assign or cease any job, job classification, department, or operation for business purposes; to introduce new, different, or improved methods and procedures in its operations; establish or continue policies, practices and procedures for the conduct of business and from time to time change or abolish such policies, practices, or procedures; establish, combine or split up departments, or transfer work from one department to another; determine the number of hours per day or per week operations shall be carried on, including starting and stopping times; determine methods of work and standards of performance; transfer, promote or demote employees, or lay off or otherwise relieve employees from duty for lack of work or other legitimate reason; make and enforce rules for the maintenance of discipline and safety, including implementation and enforcement of drug free workplace rules, and from time to time abolish, alter or amend such rules; and to otherwise generally manage the business, except as expressly restricted by the provisions of this Agreement. It is recognized that the use of new technology, equipment, machinery, tools, energy and/or labor-saving devices and methods of performing work may be initiated by NOPFMI from time to time. The Council agrees that it will not in any way oppose, restrict or attempt to restrict the implementation of such new devices or work methods. If there is any disagreement between NOPFMI and the Council concerning the manner of implementation of such device or method of work, the implementation will proceed as directed by NOPFMI, and the Council shall have the right to grieve the dispute as set forth in Article IX.

E. Rules of Interpretation. Each of the parties hereto has jointly participated in the negotiation and drafting of this Agreement. In the event there arises any ambiguity or question of intent or interpretation with respect to the Agreement, this Agreement shall be construed as if drafted jointly by all of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement. No inference as to the intent of the parties with respect to



and/or the meaning of contractual language may be drawn based upon the exchange and /or withdrawal of proposals which occurred during the negotiation process.

F. No Strikes or Lockouts. The Council agrees that during the life of this Agreement, it will not call, authorize, conduct, condone or support a strike, cessation of work, boycott, slowdown, reduction of work standards, sympathy strike, or picketing of NOPFMI's establishment covered under this Agreement. In the event that any employee or group of employees in the bargaining unit covered by this Agreement, shall, during its term, engage in any of the activities herein prohibited, the Council agrees, upon being notified by NOPFMI, immediately to take affirmative action and direct such employee or group of employees to cease such activity and to resume work immediately. NOPFMI agrees during the life of this Agreement, it will not lock out its employees. A reduction in hours of work, cancellation of shifts, reassignment of work, or any other measure taken to improve the efficiency of the operation of the Convention Center or to adjust staffing due to business concerns shall not be interpreted as a "lockout". Due to the critical importance to the reputation of the City of New Orleans, the Convention Center, and the tourist industry in Louisiana, and the necessity of insuring continuous operations, the Council and the employees covered under this Agreement shall perform their jobs, regardless of actions or conditions which may be taken by or exist because of disputes with other employers, between other employers and their employees or labor organizations, or for any other reason. Nothing herein is intended to bestow third party beneficiary rights or legal standing on any other person, entity, or organization or governmental subdivisions. Participation by any employee covered under this Agreement in the above described economic action practices shall be considered just and reasonable cause of discharge or disciplinary action by NOPFMI. The violation of any provision of this Agreement shall not excuse NOPFMI, the Council or the employees from their obligations under this Section.

G. Council Referrals. At its option and in its sole discretion, NOPFMI shall contact the International Brotherhood of Electrical Workers Local 130 hiring hall when referred employees in the specific electrician classifications covered by this Agreement are needed. Internal applicants for vacancies, after selection by NOPFMI, will be advised of their right to sign in with Local 130 for referral to the job. When NOPFMI contacts the Local Union for referrals, NOPFMI agrees to provide Local 130 with requests for workers no later than 72 hours prior to the date and time that NOPFMI specifies that the workers are to report for work (referred to below as the "beginning time"). Local 130 agrees to provide to NOPFMI the names of the workers who will fill the call not less than 48 hours prior to the beginning time so specified by NOPFMI. Any vacancies for which Local 130 cannot provide workers names as required in the preceding sentence may then be filled by NOPFMI from any source. If NOPFMI makes a request for workers less than 72 hours from the beginning time, Local 130 is not obligated to provide advance notification to NOPFMI of the names of the workers who will fill the call, and NOPFMI may fill any vacancies in the call only if Local 130 is unable to fulfill the call as of the beginning time of the call. With respect to Local 130's obligation to provide NOPFMI with the names of employees who will fill a call, those names shall not include individuals who would violate ENMCC's nepotism policy or individuals who have been previously rejected by NOPFMI or ENMCC for employment. Once a worker from any source has been employed, such worker shall, at the Employer's discretion, continue through the show (move in, convention and move out). It is agreed that such hires will not replace or displace any regular full-time employee. NOPFMI has the right to reject any applicant for employment or dismiss any referred employee within its sole discretion. NOPFMI may designate for referral any person who has worked for NOPFMI within the preceding six (6) months and accord preference in hiring as a referred employee. Considering the national and international competition for convention center events and the challenges confronting NOPFMI's and its employees' efforts to maintain the Ernest M. Morial Convention Center's world-class status, it is essential that NOPFMI have the flexibility to meet event demands. The parties, therefore, agree, notwithstanding the foregoing but subject to the next following

sentence, NOPFMI may utilize workers from any source when it determines the referral provisions above are inadequate on a case-by-case or ongoing basis. NOPFMI will exercise the right in the immediately foregoing sentence under the following circumstances, *inter alia*: in the event Local 130 fails to meet fully NOPFMI's request for workers as first set forth above, NOPFMI will advise the Local 130 that upon a second failure to meet fully NOPFMI's request within sixty (60) days of the previous failure, NOPFMI will exercise the right to hire workers from any source without the necessity of contacting Local 130's hall for a six (6) month period, which period is extended for a rolling six (6) months from each subsequent failure of Local 130 to meet fully a request so long as the failure is within six (6) months of a previous failure.

H. Work Assignments. NOPFMI will continue to make work assignments consistent with the needs of the facility. Work assignments will be made with due regard to the job classifications occupied by individuals and areas of specialized training, which such individuals possess, and to the safety of the employees and the physical facility. NOPFMI's decision with respect to which employee performs which work assignment is not subject to the grievance procedure.

## **ARTICLE VI JOB CLASSIFICATIONS & RATES OF PAY**

A. Minimum Rates. The minimum rates of pay for the job classifications covered by this Agreement and persons utilized from Local 130's hiring hall are set forth in Appendix I subject to Articles XVI.

B. Regular Rate. An employee performing work out of his regular job classification for three (3) days or more shall be paid at the minimum rate applicable to such job classification or his regular rate, whichever is higher, or any higher rate determined appropriate by NOPFMI.

C. Regular Full-Time Employees. Regular full-time employees are persons regularly scheduled forty (40) hours of work or more. Full-time employees are in transition until they have completed their introductory period and, as such, are not entitled to any rights or privileges under the contract except wages as provided in Appendix I or except as permitted by the Employee Handbook and applied by NOPFMI, as that Handbook may be revised from time to time at the discretion of NOPFMI. Once the full-time employees have completed the introductory period, they become regular employees and are the only persons who are entitled to any rights or privileges under this Agreement except referred employees are entitled to wages for hours worked as provided in Appendix I and overtime after ten (10) hours as provided in Article VIII, Section E. Notwithstanding the foregoing, regular full-time and other employees may receive such benefits, as contained in the Employee Handbook and made applicable by NOPFMI, subject to the same conditions and terms and as the Handbook may be revised from time to time at the sole discretion of NOPFMI, and neither administration nor change of such benefits are subject to arbitration.

D. Regular Rate of Pay. It is specifically agreed by the Council and NOPFMI that any remuneration or benefit other than the regular rate of pay furnished by NOPFMI to an employee shall not be considered as part of the employee's regular rate of pay for overtime computation purposes within the meaning of the Wage & Hour Law, and that an employee's regular rate of pay is that specific rate reflected on the Schedule of Wages in Appendix I subject to Articles XVI.

E. Employment Categories.

- (1) Regular full-time employees are regularly scheduled to work an average of forty (40) or more hours per week.
- (2) Part-time employees are hired to work for occasional/limited periods of time such as during a particularly busy period or for the summer. Hours may vary widely from week to week, depending on the needs of the ENMCC at the time.
- (3) Referred employees are persons obtained from Local 130's hiring hall, may work any number of hours and for any period of time (becoming "regular" according to either Article VI.C. or VIII.H.), and are entitled to only those benefits as specified in Articles VI.C. (wages), VIII.E. (becoming "regular"), VIII.H. (overtime after ten [10] hours in one day), and law.

**ARTICLE VII  
MEALS**

NOPFMI supervision shall schedule meal periods based on production needs. Meal periods shall be unpaid and be of one-half hour or one hour duration, as determined by supervision. No employee shall be required to work more than six (6) hours without a meal.

**ARTICLE VIII  
HOURS OF WORK, OVERTIME & PREMIUM PAY**

A. No Guarantee. This Article is intended to indicate the normal number of hours of work. It shall not be construed as a guarantee of minimum or maximum hours of work per day or per week, or of the number of days of work per week, or working schedules.

B. Standard Workweek. The standard workweek shall consist of forty (40) hours of work on five (5) days. NOPFMI's standard workweek for overtime computation purposes shall be one hundred and sixty-eight (168) consecutive hours beginning at 12:01 A.M. Monday morning through 12:01 Midnight, Sunday night, except as that may be changed with proper notice for all other employees of NOPFMI. Furthermore, NOPFMI agrees that to the extent possible consistent with its need to maintain efficient operations it will attempt to provide forty (40) hour workweeks for regular full-time employees.

C. Standard Workday. The standard workday shall be eight (8) working hours within eight and one-half (8 1/2) hours.

D. Overtime Work. Employees shall work overtime only when required to do so by their supervisors or NOPFMI's authorized representative, and not otherwise.

E. Overtime Pay. All regular full-time payroll employees shall receive overtime pay for all hours worked in excess of forty (40) hours per standard workweek at the rate of time and one-half his regular rate of pay. Referred employees shall receive such overtime for all hours worked in excess of ten (10) in one day.

F. No Duplication of Overtime or Premium Pay. There shall be no pyramiding or duplication of overtime and/or premium pay for the same hours worked.

G. Report-In Pay. When an employee is called in to work at a time not previously scheduled for him (either as a regular shift or overtime), he will be guaranteed work equal to 4 hours at his straight time pay. The report-in guarantee only applies when the employee has already left NOPFMI's premises and does not apply to shift changes or when the employee is called in early or held over after a shift of work. If an employee refuses to start to work or stops work of his own volition, he shall be disqualified from receiving any report-in pay and is subject to disciplinary action.

H. Introductory Period. Any new or rehired regular employee shall be employed on a ninety (90) calendar days from date of hire or rehire introductory period after which time, if successfully completed, he will become a regular full-time employee eligible for all rights and privileges contained here. Referred employees become regular full-time employees following satisfactory completion of an introductory period of thirty (30) weeks, in any thirty-six (36) consecutive week period from their most recent date of hire, during which time such persons must work all scheduled hours in each week and must average forty (40) hours of work per week. Death in the immediate family or work related injuries of no more than five (5) work days are authorized interruptions to the consecutive work week or all hours scheduled requirements. In addition, NOPFMI will in its sole discretion, after discussions with the Council, determine which absences will be considered excused and will not interrupt the consecutive work week or all hours scheduled requirements. This Agreement confers no rights or privileges upon referred employees. Each referred employee currently employed will be given credit for time served which meets the previous consecutive weeks worked, scheduled hours and hours per week requirements and will be considered as a regular full-time employee upon completion of thirty (30) weeks in any thirty-six (36) consecutive week period. No retroactive pay or pay for benefits is due any person who becomes a regular full-time employee as a result of this provision and this provision shall not apply retroactively to create full-time status.

I. Paycheck Corrections. Any errors in a paycheck which are solely the fault of NOPFMI will be corrected and paid within twenty-four (24) hours of NOPFMI being notified of the error, excluding Saturdays, Sundays, and holidays. All payroll checks, except correction checks, are issued by direct deposit to the employee's eligible financial institution. Employees may select the option of having correction pay paid in the next following payroll period. Failure of NOPFMI to pay in compliance with this action shall give rise only to a claim for specific enforcement but neither to damages nor interest.

J. Payroll Check Stub. All earnings for sick leave and vacation pay will be indicated on payroll check stub in each appropriate pay period as soon as practicable.

## **ARTICLE IX GRIEVANCE & ARBITRATION PROCEDURE**

A. Grievance Procedure. Should differences arise between NOPFMI, the Council and/or any regular full-time employee, who has completed his introductory period, over whether a specific provision of this Agreement has been violated, the following procedure shall be followed:

Step 1. The employee may take the matter to his supervisor on an informal basis, in order to settle the matter promptly.

Step 2. If the grievance is not satisfactorily settled in STEP 1, an aggrieved employee then may have the Council assist him, if he so desires, in a meeting with his supervisor and NOPFMI's Department Head.

Step 3. If the grievance is not satisfactorily settled in STEPS 1 or 2, the aggrieved employee or the Council shall, within five (5) calendar days from the date on which occurred the incident which gave rise to the grievance, file a written grievance with the Director of Human Resources. The written grievance shall set forth the facts giving rise to the grievance, including the date and persons involved, and designate the specific provisions of the Agreement which allegedly have been violated and no others may, thereafter, be relied upon. Failure to file such written grievance within five (5) calendar days from the event which gave rise to the grievance or, in the event of disciplinary action, from the date on which disciplinary action is taken by NOPFMI, shall result in such grievance being presumed to be without merit, and it shall be barred from further consideration. Disciplinary action is "taken" by any of the following means: Upon person to person verbal communication of the action to the employee; by leaving verbal notice of the action on the employee's voice mail or directly through telephone contact; by depositing in the U.S. mail and copying the employee's union representative with notice of the action; or, by any electronic means of messaging. Time shall be considered of the essence in satisfying this five (5) calendar day filing requirement and all other time deadlines in this Article and the theory of a "continuing violation" will not be argued to or accepted by any trier of fact. The representative or representatives of NOPFMI will confer with the Council representative within seven (7) calendar days after receipt of such written grievance. If not settled at this conference, NOPFMI shall issue a decision in writing on any such written grievance within seven (7) calendar days from the time such grievance meeting is adjourned. The failure of NOPFMI to issue a decision in writing results in the grievance being denied at the end of the seven (7) calendar day period.

B. Arbitration Procedure. If a grievance involving disciplinary matters cannot be satisfactorily settled by the above steps of the grievance procedure, the Council may request arbitration by giving NOPFMI written notice of its desire to arbitrate within seven (7) calendar days after NOPFMI has made its final written answer or failure to answer in writing as provided in 9 B Step 3 (unless NOPFMI and the Union mutually agree in writing to extend the time limit), in which event the grievance shall be arbitrated according to the following procedure.

The Council shall request the Federal Mediation and Conciliation Service (with a copy of such request to NOPFMI) to furnish the parties with a panel of five (5) names of impartial arbitrators. From this panel, a representative of NOPFMI and the Council shall select the arbitrator. The arbitrator shall be selected by each party making in turn a strike of two (2) names at a time, from the list of five (5) persons, the Council having the first strike; and the person remaining on the list after each party has exercised its strikes shall become the arbitrator. The fees and expenses of the arbitrator and necessary expenses of any arbitration proceeding shall be borne by the losing party; each party bearing the expense of its own representative, witnesses, and other preparation and presentation expenses. If the decision is "split" and the arbitrator determines that neither party has wholly prevailed, the arbitrator's fees and expenses shall be borne equally by the Council and NOPFMI. Either or both

parties may request one new panel of arbitrators for each arbitration with no names repeating from rejected panels.

Final and Binding. Any decision reached at any stage of these grievance proceedings or by the arbitration procedure in disciplinary matters shall be final and binding upon the parties as to the matter in dispute. NOPFMI, the Council and the aggrieved employee(s) shall thereafter comply in all respects with the result of such decision reached.

C. Arbitrator Limited to Terms of Agreement. The arbitrator shall not have the power to add to, or to ignore, or to modify any of the terms, conditions, or sections in this Agreement, or to award punitive or exemplary damages. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of this Agreement or the obligation of the parties under this Agreement. The arbitrator shall not substitute his judgment for that of the parties in the exercise of rights granted or retained by this Agreement.

D. Award of Arbitrator. Where an employee has been discharged in violation of this Agreement, the arbitrator may order him reinstated, either with or without back pay for loss of income resulting from such discharge. Interim earnings and unemployment compensation must be deducted from any backpay award. An award of the arbitrator shall not in any case be made retroactive to a date prior to the date on which the subject of the grievance occurred. The arbitrator's written decision shall be issued within sixty (60) calendar days of the hearing, unless otherwise mutually agreed upon in writing.

The parties agree that if an arbitrator orders back pay, NOPFMI reserves the right, during the compliance stage of the proceeding, to offer evidence to mitigate the back pay, including interim earnings, search for substantially equivalent work, or rejection of substantially equivalent work, which shall be considered in arriving at the net back pay due the grievant. The burden of proof regarding any mitigation of back pay is on NOPFMI.

The only issue to be determined by the arbitrator shall be whether or not the aggrieved employee(s) actually engaged in the conduct for which he was disciplined. In the event the grievant is found to have engaged in such conduct, the arbitrator shall have no authority to modify the disciplinary penalty imposed upon him.

E. Fax Communications. All written communication under the grievance and arbitration procedure may be accomplished by fax. The burden to prove delivery of any document by fax shall be upon the party initiating the fax. A failure to timely file or serve a document will not be excused on the basis of a claim that transmission could not be accomplished because the receiving machine was off-line or busy or unavailable for any other reason.

F. Initiation of Grievance and Arbitration Procedure. NOPFMI may invoke the grievance and arbitration procedure.

**ARTICLE X  
DISCIPLINE OF EMPLOYEES**

- A. Right to Discipline. NOPFMI shall have the right to discipline, and to discharge, any regular full-time employee for just cause. This Article does not abridge NOPFMI's at-will right to discipline and/or discharge referred employees.
- B. Council Right of Review. The Council shall have the right of a review of any discharge of any regular full-time employee who has completed the introductory period by following the Grievance Procedure of this Agreement.

**ARTICLE XI  
LEAVES OF ABSENCE**

- A. Leaves for Personal Reasons. Employees will receive pay for personal leave, as contained in the Employee Handbook and made applicable by NOPFMI, subject to the same conditions and terms and as the Handbook may be revised from time to time at the sole discretion of NOPFMI, and neither administration nor change of such benefit is subject to arbitration.
- B. Leave Without Pay. Leave without pay will be granted as contained in the Employee Handbook and made applicable by NOPFMI, subject to the same conditions and terms and as the Handbook may be revised from time to time at the sole discretion of NOPFMI, and neither administration nor change of such benefit is subject to arbitration .
- C. Jury Duty. Jury duty will be granted as contained in the Employee Handbook and made applicable by NOPFMI, subject to the same conditions and terms and as the Handbook may be revised from time to time at the sole discretion of NOPFMI, and neither administration nor change of such benefit is subject to arbitration.
- D. Bereavement Leave. Employees will receive this benefit as contained in the Employee Handbook and made applicable by NOPFMI, subject to the same conditions and terms and as the Handbook may be revised from time to time at the sole discretion of NOPFMI, and neither administration nor change of such benefit is subject to arbitration.

**ARTICLE XII  
HOLIDAYS**

Employees will receive this benefit as contained in the Employee Handbook and made applicable by NOPFMI, subject to the same conditions and terms and as the Handbook may be revised from time to time at the sole discretion of NOPFMI, and neither administration nor change of such benefit is subject to arbitration.

**ARTICLE XIII  
VACATION & SICK LEAVE**

A. Paid Vacation. Employees will receive this benefit as contained in the Employee Handbook and made applicable by NOPFMI, subject to the same conditions and terms and as the Handbook may be revised from time to time at the sole discretion of NOPFMI, and neither administration nor change of such benefit is subject to arbitration.

B. Sick Leave. Employees will receive this benefit as contained in the Employee Handbook and made applicable NOPFMI, subject to the same conditions and terms and as the Handbook may be revised from time to time at the sole discretion of NOPFMI, and neither administration nor change of such benefit is subject to arbitration.

**ARTICLE XIV  
SEPARABILITY & SAVINGS CLAUSE**

Remaining Agreement Valid. If any Sections of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction; or if compliance with or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect. Provided furthermore, the Unions and NOPFMI agree to meet and confer within two (2) weeks of any ruling invalidating any Article, Section or portion of this Agreement, to negotiate a lawful provision on the same subject, if practicable.

**ARTICLE XV  
(LEFT BLANK)**



**ARTICLE XVI**  
**JOB CLASSIFICATION, MINIMUM RATES OF PAY, AND BENEFITS**

A. Job Classifications and Minimum Rates. The rates of pay for the job classifications covered by the Agreement shall be effective as soon, following adherence to the provisions of L.S.A. RS 44:67.1, as NOPFMI approves this Agreement, except no increases will be granted other than those increases which are budgeted and approved by NOPFMI's Board of Directors on an annual basis. Further, the new rates set forth in Appendix I become effective at the beginning of the payroll period next following approval by NOPFMI of the new rates. This Agreement shall not be reopened for any purpose. Wage adjustments subject to the foregoing Board of Director's approval process, are subject to and will be granted in accord with NOPFMI's merit evaluation system applicable to all employees of NOPFMI. Merit evaluations may be reviewed by Council representatives for job classifications covered by this Agreement and the Council is authorized to review the individual adjustments granted to the represented employees and to have explained to it the process by which the adjustments were determined. Wage adjustments and merit evaluations are not subject to the Grievance or Arbitration provisions of this Agreement and are within the discretion of NOPFMI.

B. Benefits. All employee benefits specifically provided for in this Agreement as well as others which are currently enjoyed by all regular full-time employees employed in NOPFMI's Operations Department, and as more fully set forth in the "Employee Handbook," are incorporated by reference into this Agreement, and shall remain in full force and effect for the full term of this Agreement, except as they may be changed from time to time by NOPFMI for employees, including bargaining unit employees and neither the administration nor change of benefits are subject to arbitration.

C. Merit Evaluation. The evaluation-of-performance period will generally begin in July during each year of this Agreement's Term, along with all other employees participating in the merit evaluation program. However, to avoid doubt, during the duration of this Agreement, the employees identified in Appendix I shall not be eligible for merit-evaluation increases.

**ARTICLE XVII**  
**SHIFTS AND SHIFT DIFFERENTIAL PAY**

A. Shifts. For the purposes of computing shift differential pay, the following are the normal designated second shifts:

Electricians 4:00 p.m. - 12:30 a.m. (second shift)

It is to be recognized that the above shifts are designated "normal" shift hours. However, NOPFMI reserves the right to change the hours of those shifts and/or add additional shifts to accommodate the business demand.

B. Shift Differential Pay. Shift differential for all job classifications will be paid as follows only: Any person who performs work on the second shift shall receive a shift differential of 30 cents/hour for each hour worked during that shift. Any person who performs work on the third shift shall receive a shift differential of 35 cents/hour for each hour worked during that shift.

Overtime hours worked by persons on the second or third shift, as noted above, will be paid shift differential at the rate of the shift on which the individual is regularly assigned.

### **ARTICLE XVIII LEADPERSONS**

When designated as such by NOPFMI, a leadperson shall be a member of one of the classifications identified in Appendix I assigned on a short-term basis, as defined and set exclusively by NOPFMI, to direct the scheduling and/or work of other members of the leadperson's classification as directed by and at all times subject to NOPFMI oversight and sole discretion. Leadpersons designated as such by NOPFMI will receive a 5% increase above his regular rate of pay, during such time as the individual serves as a leadperson. An employee may decline to be a leadperson and leadpersons may be removed at the discretion of NOPFMI.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, NOPFMI AND THE COUNCIL hereby execute, sign and attest to the Agreement, Appendix I Schedule of Wages, and Appendix II Benefits Addendum, this \_\_\_ day of November, 2024.

FOR THE COUNCIL:

\_\_\_\_\_  
Andrew O'Brien  
Executive Secretary

\_\_\_\_\_  
Rodney Wallis  
Business Manager/Financial Secretary  
IBEW Local 130

FOR THE NEW ORLEANS PUBLIC FACILITY MANAGEMENT, INC.:

\_\_\_\_\_  
Michael J. Sawaya  
President/General Manager

\_\_\_\_\_  
Tim Tumminello  
Sr. Director of People Services & Innovation

**APPENDIX I**

**SCHEDULE OF WAGES**

	<b>Current</b>
Electrician III	\$30.77
Electrician II	\$25.39
Electrician I	\$18.65

In mid-October of 2025, 2026, and 2027, the minimum wage rates for each job classification set forth immediately above in this Appendix I shall be increased as follows: by 3.5% in 2025, 3% in 2026, and 3% in 2027, as will the then-current wage rate for each employee occupying any of said job classifications at that time.

## APPENDIX II

### **BENEFITS ADDENDUM**

1. The provisions of the NOPFMI Employee Handbook relating to health insurance notwithstanding, NOPFMI agrees that the employees identified in Appendix I of this Agreement shall, upon adoption of this Agreement, continue to draw health insurance benefits exclusively from the New Orleans Electrical Health Plan for the duration of this Agreement.
  - a. In furtherance of the terms of Section 1, immediately above, NOPFMI shall make contributions to the New Orleans Electrical Health Plan for each regular full-time employee identified in Appendix I of this Agreement at the rate of \$6.05 per hour up to but in no event exceeding 173 hours per employee, per month.
  - b. NOPFMI shall not be responsible for any periodic increases in the cost of providing benefits that the New Orleans Electrical Health Plan and/or the New Orleans Electrical Annuity Plan may experience during the duration of this Agreement. The process of re-allocating wages to fringe benefits, if necessary, shall occur in September of each contract year, 2025, 2026 and 2027, in advance of the implementation of any pay increase scheduled for mid-October of each such contract year. To avoid doubt, any such re-allocation of wages to fringes shall not result in any increase to NOPFMI's contributions to the New Orleans Electrical Health Plan and the New Orleans Electrical Annuity Plan, which contributions shall remain the same throughout the duration of this Agreement.
2. The applicable provisions of the NOPFMI Employee Handbook notwithstanding, NOPFMI shall, upon adoption of this Agreement, make contributions to the New Orleans Electrical Annuity Plan on behalf of all regular full-time employees identified in Appendix I of this Agreement at the rate of \$3.02 per hour (subject to the periodic re-allocations contemplated by Section 1(b), immediately above), up to but in no event exceeding 173 hours per employee, per month.
3. Any other provision of this Agreement notwithstanding, NOPFMI shall have no responsibility for the provision of, administration of, or payment for health insurance or retirement benefits on behalf of any employee identified in Appendix I of this Agreement beyond the monetary contributions set forth in Sections 1 and 2 of this Appendix II, immediately above.
4. During the term of this Agreement, November 30, 2024 through November 29, 2027, NOPFMI shall, at management's discretion based upon feasibility, provide and maintain a lockable storage box on each NOPFMI-owned drivable cart that employees listed on Appendix I customarily use to transport themselves and their necessary work tools to work sites on NOPFMI's premises, in which the employees utilizing each such cart may store and secure their tools during their active working time. The employees utilizing each cart

shall at all times have the sole responsibility for ensuring that the storage box is locked and secure when their tools are inside. Should any such employee suffer the theft of any tool(s) duly stored and locked in cart's storage box per the terms of this provision, NOPFMI shall reimburse said employee up to the total amount of \$410 for the loss of the employee's entire tool kit. Should the loss amount to less than the employee's entire tool kit, NOPFMI shall instead be obligated to reimburse said employee up to the total then-current value of the tool(s) stolen, as measured by the lowest available retail price charged for a replacement tool of equivalent quality (in no case exceeding \$410). In any and all instances, NOPFMI's obligation to reimburse an employee under the terms of this provision shall be subject to (i) substantiation of the theft to its satisfaction; and (ii) the cart having been parked at the time of the theft in a location where the cart's storage box is visible to one or more security cameras maintained by NOPFMI.

## **QUARTERLY LABOR/MANAGEMENT MEETING**

NOPFMI and ENMCCMC hereby agree that they will meet upon request of either party at a mutually agreeable time and place, no more frequently than one time per calendar quarter, for the sole purpose of sharing information about workplace conditions and the status of operations, with the mutually beneficial intention of allowing both parties to better understand those issues from the standpoint of the other party. NOPFMI and ENMCCMC shall be represented at the referenced meetings by no more than three (3) persons authorized to speak on their behalf. It is expressly agreed that the referenced quarterly meetings shall not be for the purpose of, or have the effect of, collective bargaining or re-opening this Agreement in any way. Failure to schedule or conduct such a meeting in any calendar quarter shall not diminish the right to request and schedule quarterly meetings in future calendar quarters.