

CITY OF MONROE



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COMPLIANCE AUDIT

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ISSUED OCTOBER 17, 2007

**LEGISLATIVE AUDITOR  
1600 NORTH THIRD STREET  
POST OFFICE BOX 94397  
BATON ROUGE, LOUISIANA 70804-9397**

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STEVE J. THERIOT, CPA  
LEGISLATIVE AUDITOR

OFFICE OF  
**LEGISLATIVE AUDITOR**  
STATE OF LOUISIANA  
BATON ROUGE, LOUISIANA 70804-9397

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October 17, 2007

The Honorable James E. Mayo, Mayor,  
and Members of the Council  
City of Monroe  
Post Office Box 123  
Monroe, Louisiana 71210

Dear Mayor Mayo:

We have audited certain transactions of the City of Monroe (City) for the period beginning January 1, 2006, and ending December 31, 2006. Our audit was conducted in accordance with Title 24 of the Louisiana Revised Statutes to determine the propriety of certain allegations concerning the Monroe Fire Department (MFD) and the sales and use tax for the MFD and Monroe Police Department (MPD).

Our audit consisted primarily of inquiries and the examination of selected financial records and other documentation. The scope of our audit was significantly less than that required of an audit by *Government Auditing Standards*; therefore, we are not offering an opinion on the City's financial statements or system of internal control nor assurance as to compliance with laws and regulations. The concerns and results of our audit are listed below for your consideration.

The Monroe Firefighters Association (Union) is the local 629 chapter of the unincorporated labor organization, International Association of Firefighters. The Union and the City maintain a labor agreement (agreement) that sets the wages, hours, and other conditions of employment for MFD personnel. As part of our review, we noted certain matters that we want to bring to the attention of the Monroe City Council and management for consideration. We offer the following comments and suggestions:

### **Holiday Pay**

City policy stipulates that eligible employees are entitled to 10 declared holidays<sup>1</sup> each year. Employees who work on a holiday are entitled to regular salary as well as hourly wages for each holiday hour worked. State law<sup>2</sup> requires firefighters to be paid, in addition to their yearly salary, one hour of wages for each hour worked on holidays. Conversely, the Union agreement allows firefighters to sign a waiver of state law to receive 120 hours of wages each year as holiday pay. This provision also allows communications officers to sign a waiver of state law to receive 84 hours of wages each year as holiday pay. According to the agreement, these payments are in addition to the employee's regular salary and should be issued on or before November 1 of each year. Further, the agreement stipulates that all other employees shall receive holidays off in lieu of holiday pay.

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<sup>1</sup> **10 City declared holidays:** his or her birthday, New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas, Martin Luther King Day, and any two additional City declared holidays (Good Friday and Veterans Day).

<sup>2</sup> **R.S. 33§1999** provides, in part, that "firefighters who are required to work on holidays shall receive in addition to the compensation to which such employee would be entitled under laws and pay plans now in effect, compensation at the rate of one times his usual salary, to be determined by reducing his average monthly salary to an hourly scale."

In accordance with the Union agreement, the City issued holiday pay totaling \$305,202 in the October 15, 2006, payroll for firefighters and communications officers. This payment may violate the state's law and the Louisiana State Constitution<sup>3</sup> because amounts received were based on the Union agreement and not holiday hours actually worked. During a review of hours worked on holidays, we noted that over 85% of these employees actually worked less holiday hours than the amount for which they were paid. Based on state law, these employees should have only received \$164,603 in holiday pay resulting in an overpayment of \$140,599 to the employees. It should be noted that although the overall affect was an overpayment, 15 MFD employees were underpaid for the hours they worked on holidays.

Although the holiday pay provision of the Union agreement does not apply to MFD administrative<sup>4</sup> employees, the City issued holiday pay totaling \$37,509 to administrative employees in the October 15, 2006, payroll. This payment may violate the state constitution because amounts received were not based on hours worked. Further, it should be noted that the administrative office was closed on all declared holidays. As a result, City policy would only allow holiday pay to these employees if they worked on their birthday. Based on holiday hours worked by these employees in 2006, the City should have only paid holiday pay totaling \$3,377 resulting in an overpayment of \$34,131 to the employees.

MFD Chief Jimmie Bryant indicated that all employees have received holiday pay in this manner for approximately 20 years. He stated that he continued this practice when he became chief because it had been done for a long time. When asked about the existence of written waivers (according to the Union contract), Chief Bryant stated that he has never seen a holiday pay waiver and has never signed one.

According to Attorney General Opinion #07-0134, MFD may have violated Article VII, Section 14 of the Louisiana Constitution by allowing employees to be paid for hours when services were not rendered. The opinion outlines a three prong test to determine whether payments are constitutional. It requires:

- (1) a public purpose for the expenditure or transfer;
- (2) that the expenditure or transfer; taken as a whole, does not appear to be gratuitous; and
- (3) evidence demonstrating that the public entity has a reasonable expectation of receiving a benefit or value at least equivalent to the amount expended or transferred.

The holiday pay provision of the Union agreement does not appear to meet these requirements because it allows MFD employees to be paid for hours not worked. Payments made under these circumstances do not have a public purpose, appear to be gratuitous, and do not provide a value equivalent to the amount expended. In addition, we question whether an MFD employee can waive state law to receive holiday pay as stated in the Union agreement.

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<sup>3</sup> **Article 7, Section 14 of the Louisiana Constitution** provides, in part, "the funds, credit, property, or things of value of the state or of any political subdivision shall not be loaned, pledged, or donated to or for any person, association, or corporation, public or private"

<sup>4</sup> **Administrative personnel** includes administrative, prevention, maintenance, training, and investigative staff.

We recommend that the City:

- (1) obtain an attorney general's opinion to determine if the Union agreement's provision for holiday pay is constitutional and if state law can be waived by MFD employees;
- (2) based on the attorney general's opinion, seek repayment of overpayment in wages to all firefighters and communications officers;
- (3) seek repayment of all overpayments in wages to all MFD administrative staff;
- (4) revise the employee handbook to include a holiday pay section for MFD employees that is in accordance with state law and the constitution; and
- (5) ensure that all MFD employees are paid in accordance with state law.

### **Sales Tax Supplements**

A .49% sales and use tax dedicated for MFD and MPD personnel salary increases was affirmed by a public voting on September 18, 2004. The City began distributing the salary increases on the April 15, 2005, payroll. In addition to salary increases, two "salary supplements" totaling \$1,356,250 were issued to MFD personnel from a surplus of sales tax proceeds. Full-time MFD employees were issued a one-time payment of \$3,675 on April 1, 2006, and \$3,300 on December 31, 2006. It should be noted that the City also issued two salary supplements totaling \$1,335,400 to MPD employees. Full-time MPD employees were issued \$3,300 on April 1, 2006, and \$2,700 on November 30, 2006.

Although the state constitution prohibits the unearned payment of funds to employees, the attorney general<sup>5</sup> has historically opined that compensating employees for future services is permissible. However, Union, MFD, MPD, and City management were unable to provide documentation that would confirm these payments were not extra compensation for past services or bonus payments of excess sales tax funds. Because of the lack of documentation, we cannot determine if the salary supplements represent extra compensation for past services or bonuses, thereby making the payments unconstitutional.

We recommend that the City establish policies and procedures to document that salary supplements are increases for future services to be rendered rather than compensation for past services or discontinue issuing salary supplements.

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<sup>5</sup>AG Opinion 96-150 provides, in part, "payments of additional compensation to public employees, to be constitutionally valid, must be in the form of salary increases for future services to be rendered."

### **Payroll Policies and Procedures**

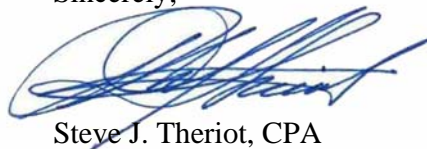
Although the City has written policies and procedures relating to payroll, the MFD is guided primarily by the Union agreement, which sets the wages, hours, and other conditions of employment for MFD personnel. During our review, we found that the MFD does not require employees to complete time reports to document hours worked or to track time worked, but rather only tracks time not worked by employees.

During our review, we noted the regular payment of “scheduled overtime” to all MFD firefighters. Although scheduled overtime is not a listed pay category in either the Union agreement or the City policy, MFD pays all firefighters 6.5 hours of wages as scheduled overtime on every payroll. Again, it should be noted that the MFD does not track hours worked by firefighters. As a result, it appears that the recurring payment of 6.5 hours of scheduled overtime is based upon overtime hours assumed to have been worked, not actual hours worked.

Since this payment is not based on recorded overtime hours worked, we recommend that the City record the actual hours of overtime worked, and compensate the firefighters for the actual hours worked or classify the scheduled overtime payments as salary supplements. We also recommend that the City create payroll policies and procedures that specifically address MFD employees. These policies and procedures should require all employees to complete time reports to document hours worked; obtain approvals of the time reports by the appropriate supervisor; and maintain records to account for vacation, overtime, compensatory, and sick leave earned and taken by employees.

This correspondence represents our findings and recommendations as well as management’s response. This correspondence is intended primarily for the information and use of management of the City. I trust this information will assist you in the efficient and effective operations of the City. Should you have any questions, please contact me at (225) 339-3839 or Mr. Dan Daigle at (225) 339-3808.

Sincerely,



Steve J. Theriot, CPA  
Legislative Auditor

KJ:GC:DD:dl

## Management's Response



2007 OCT -9 PM 9:47

## OFFICE OF THE MAYOR

JAMES E. MAYO  
MAYOR

318-329-2310  
POST OFFICE BOX 123  
MONROE, LOUISIANA 71210

October 4, 2007

Mr. Steve J. Theriot, CPA  
Legislative Auditor  
Post Office Box 94397  
Baton Rouge, LA 70804-9397

Dear Mr. Theriot:

Thank you for your letter of September 26, 2007 with enclosure. We appreciate your office's work and we hope you understand that the City of Monroe is firmly committed to full compliance with the law and applicable governmental accounting standards.

Our response to your letter is as follows:

**Holiday Pay.** Holiday pay was a practice started more than twenty years ago. This practice was agreed to by contract but we are in agreement with your analysis and such practice will be discontinued, pending receipt of an opinion of the attorney general. Should the pay method be approved, salary adjustments will be made. Holiday pay for employees since the last holiday pay distribution will be made in accordance with LSA R.S. 33:1999.

The City takes seriously its obligations to comply with applicable law and accounting standards. As noted above, we have requested an attorney general's opinion to determine if the union agreement's provision for holiday pay is constitutional and if state law can be waived by Monroe Fire Department employees. Pending receipt of the attorney general's opinion, employees will be notified concerning your contentions and that repayment may be sought; Monroe Fire Department administrative staff will be notified of your recommendation that repayment of all holiday pay paid to them be recouped; and policies will be issued in accordance with the attorney general's opinion or court's decision should litigation result from your recommendations.

As to the administrative employees, it has been the policy and practice to pay administrative employees in the same fashion as firefighter employees of the Monroe Fire Department for many years. Past practice establishes this. The City should have issued a policy statement in the 1980's to this effect and, if the attorney general approves this past practice, the City will do so in accordance with law.



Mr. Steve J. Theriot  
October 4, 2007  
Page 2

Also, during one of your initial visits, it was determined that the employees of the Monroe Fire Department had not signed written waivers as required by the Collective Bargaining Agreement ("CBA"). These waivers have been obtained and are on file and available for your inspection at your convenience. The holiday pay was such a long-standing practice that the waiver itself was never made a part of the employee's hiring process but such has been and will be made so in the future if this practice is determined to be appropriate.

**Underpayment of firefighters.** If you would be so kind as to advise of the individuals you feel were underpaid as a result of our past practices, we will review same and, if we are in agreement, pay those individuals. If we are not in agreement, we will advise both you and the individuals of our disagreement and they may take action accordingly.

**Sales tax supplements.** We believe that you are correct in your assertion that the salary supplement should be for future services not past services. We enclose for your review a copy of the Monroe Police Department's contract Article XIII, pages 10 and 11. You will note therein that there is a provision to clearly describe the supplement to be for future services under the contract and not for past services. The Monroe Fire Department refused to execute a contract containing language similar to the police contract (this contract was tendered to them some months ago) and until this issue is resolved, it is the position of the City that no further lump sum yearly sales tax payments should be made to the Monroe Fire Department employees.

**Payroll policies and procedures.** As you are aware, litigation has resulted from the City of Monroe's past practices. We disagree with your assertion that the Monroe Fire Department did not track hours worked by firefighters. In actual fact, the Monroe Fire Department did track hours. You noted orally that there is no way to tell when an employee shows up and when he does not show up. The CBA requires that employees report to work at 8:00 A.M. and work until the next 8:00 A.M. A record is maintained of when employees do not work and such an exception method of keeping track of time is completely appropriate. A copy of the City's response to a report dated November 29, 1994 raising a similar issue is enclosed.

We understand that you recommend as a "best practice" that the exception method no longer be used. This was already planned prior to the time we received your letter and we appreciate your confirming that we were on the right track as a matter of best practice. We enclose for your review a copy of the time sheet method that is now in place to track time. Biometric time clocks have been ordered so that a clear record of time worked in the future will be available.

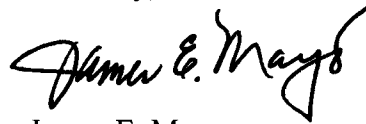
As to the automatic 6.5 hours, we also attach for your review a copy of an opinion letter from the United States Department of Labor relative to the "Belo pay method." We are not certain that the policy was ever written down to establish the 6.5 hours, but we also provide to you a copy of the contract from 1986, the first year the Fair Labor Standards Act was made

Mr. Steve J. Theriot  
October 4, 2007  
Page 3

applicable to municipalities. In the future, firefighters will be paid in accordance with the time actually worked and 6.5 hours will no longer be added to the employee's time.

If there is any additional information that you would like, please do not hesitate to call.

Sincerely,



James E. Mayo  
Mayor

JEM:bb

- Enclosures
1. Copy of Article XIII of the Monroe Police Department's contract
  2. Copy of the City's response to a report dated November 29, 1994
  3. Copy of the time sheet method that is now in place to track time
  4. Copy of an opinion letter from the United States Department of Labor to "Belo pay method."
  5. Copy of the fireman's contract from 1986

## SECTION V

Each employee covered by this Agreement, who is classified by the Department as K-9 Patrol, in accordance with departmental rules, shall receive the sum of one hundred dollars (\$100.00) per month as additional incentive pay.

## SECTION VI

Each employee covered by this Agreement, who is classified by the Department as a member of the Dive Team, shall receive the sum of one hundred dollars (\$100.00) per month as additional incentive pay.

## SECTION VII

Each employee covered by this Agreement, who is classified by the Department as a Bomb Technician, shall receive the sum of one hundred dollars (\$100.00) per month as additional incentive/hazardous duty pay.

## SECTION VIII

(1) Employees classified as Field Training Officers, Communications Training Officers, and Departmental Records Clerk Training Personnel shall receive five (5) hours of auxiliary time for forty (40) hours of training time exhausted training new personnel.

## **ARTICLE XIII: SALARY**

### SECTION I

The minimum base salaries for the classifications of Patrolman, Jailer, Radio Operator, Secretary to Assistant Chief, Secretary, Accountant, Beginning Clerk, Clerk I, Clerk II, and Meter Clerk as of April 1, 2005 are as set forth below:

Rank	Old Base	New Base*	Rank	Old Base	New Base*
PATROL BEG	\$1,384.63	\$2,034.63	ACCOUNTANT	\$1,595.67	\$2,245.67
PATROL I	\$1,477.57	\$2,127.57	STENOGRAPHER	\$1,511.55	\$2,161.55
PATROL II	\$1,619.64	\$2,269.64	CLERK BEG	\$1,135.58	\$1,785.58
CORPORAL	\$1,775.96	\$2,496.60	CLERK I	\$1,192.36	\$1,842.36
SERGEANT	\$1,943.60	\$2,723.57	CLERK II	\$1,249.13	\$1,899.13
LIEUTENANT	\$2,128.73	\$2,950.53	RADIO OP BEG	\$1,288.50	\$1,938.50
CAPTAIN	\$2,327.70	\$3,177.50	RADIO OP I	\$1,380.15	\$2,030.15
MAJOR	\$2,541.99	\$3,404.46	RADIO OP II	\$1,471.33	\$2,121.33
ASST. CHIEF	\$3,044.41	\$3,694.41	METER CLERK	\$1,243.92	\$1,893.92
CHIEF	\$4,716.68	\$5,366.68	JAILER BEG	\$1,288.05	\$1,938.05
CHIEF SEC.	\$1,821.83	\$2,471.83	JAILER I	\$1,384.34	\$2,034.34
ASST. CHIEF SEC.	\$1,622.65	\$2,272.65	JAILER II	\$1,488.56	\$2,138.56

\* The "New Base" salary includes pay from the Police Salary Sales Tax Proposition passed on September 18, 2004. This increase in salary shall be governed by the Plan for Utilization of Sales and Use Tax for Fire and Police Personnel and any applicable laws and is subject to the collection of sufficient sales tax revenue to pay new base.

## SECTION II.

This CITY shall pay all of the employee's monthly portion and/or contribution to the pension and/or retirement system for each employee covered by this Agreement, as long as such procedure is maintained for any other CITY employee. In the event that the CITY should decrease City-Wide, the percentage of the employee's portion and/or contribution which is paid by the CITY, then in that event, the CITY shall pay on behalf of the employees covered by this Agreement, a percentage of the employee's portion and/or contribution that is not lower than the percentage paid for any other city employee.

## SECTION III

All full time employees covered under this Agreement shall receive supplemental pay (hereafter called "25<sup>th</sup> Check") with funds generated from the Police Salary Sales Tax Proposition passed on September 18, 2004. The monetary allotments shall be divided equally amongst all employees subject to this agreement. The allotments of the 25<sup>th</sup> Check shall be issued in the employee's regular payroll check on or before November 15<sup>th</sup> yearly. If the monetary allotment is increased for one employee, all employees shall receive that increased amount. This payment shall be subject to available funds and in accordance with the call for the police Salary Sales Tax.

Any employee with less than one year of continuous employment shall receive a prorated 25<sup>th</sup> Check. The amount of the check will reflect the time of employment between the date of hire and the issuance of the last supplemental pay.

The UNION and the CITY must approve of the funds availability prior to the issuance of any supplemental pay.



OFFICE OF THE MAYOR  
MONROE, LOUISIANA

ROBERT E. POWELL  
MAYOR

November 29, 1994

Mr. Daniel G. Kyle, CPA, CFE  
Legislative Audit Advisory Council  
State of Louisiana  
P. O. Box 44272, Capital Station  
Baton Rouge, Louisiana 70804-4272

Dear Mr. Kyle:

As requested in your letter dated November 2, 1994, we hereby respond to the matters enumerated in your letter as follows:

INTERNAL CONTROL OR COMPLIANCE REPORTS:

1. Surplus in City Court Fund - pg 8

Response

In a letter dated October 17, 1994, the Chairman of the city council stated that the finding would be presented to the city's legal department for preparation of an ordinance. The city's legal department in a memo dated November 17, 1994, has invited the city court judges to participate in a discussion to help define the word "surplus" as used in "any surplus created in such fund in excess of and beyond the needs for which the fund is created." A copy of this memo is attached as Exhibit "A".

2. Recording and Reconciling Cash Accounts - pg. 20

Response

- A. As stated in the Administration's response to this finding, we receive approximately sixty-five separate bank statements around the fifth working day of the month. Most of our accounts are reconciled manually. It is impossible for our staff to reconcile all of these accounts before our normal month end close out around the tenth of the month. We are in the process requesting from our main bank a computer file of all checks that have cleared during the month, so that we will not have to manually enter the checks that have cleared. This should speed up the process of bank reconciliations. We also believe that recording journal entries to reflect reconciling items (which are not significant) the following month is reasonable.

Enclosure 2

- B. When the auditor brought to our attention that checks were written and dated after the fiscal year end but were carried as outstanding on the year end bank reconciliation, we told him to reclassify these to accounts payable. The auditor told us that he would reclassify them if the adjustment at the end of the audit was material. He made no reclassifying entry. For the fiscal year beginning May 1, 1994, we will record all expenditures received after the end of the fiscal year as payables.
- C. We are now receiving monthly bank reconciliations and transactions recaps from the police department on bank accounts that are maintained by them. TRU  
1-95
- D. As of November 14, 1994, semi-monthly payroll checks were dated the same day as they were distributed.
- E. There was one bank account that was reported by the bank on the auditors bank confirmation from Chennault golf course which did not belong to the city. This account belonged to the golf pro at the course. This account was titled Chennault Handicap. The golf pro has since changed the name of the account to eliminate any reference to Chennault golf course or the City.
- F. Our present accounting systems does not allow for us to specify a cut-off date for outstanding checks. Therefore, all checks that are outstanding in the system, including those written after the end of the month being reconciled, are printed on our outstanding check list. They then have to be subtracted from the list to get the correct amount of checks that are outstanding for the month being reconciled. We are in the process of sending out a Request for Proposal for a new accounting package. We hope to have this package installed by the beginning of the new fiscal year. When we get this package installed, we will be able to correct this finding.
3. Need for improvement in individual leave records - pg. 21

Response

The Mayor's memorandum of March 1994, has been revised as November 18, 1994, to exempt the police and fire departments, but he requires all of the other departments to utilize the new system. These two departments fall under civil service and they also have separate union contracts that dictates vacation, sick leave and compensatory time provisions that are drastically different from provisions that are applicable to the rest of the city's departments. Each of these departments maintain

their own time and attendance records. See Exhibit "B" for a copy of this memorandum.

We disagree with the auditors recommendation that all employees report and document all hours worked. We will continue to use and strengthen the exception method of documenting the all hours work. This method allows that an employee has worked all the hours that are reported except for those that are noted.

We will take appropriate action to ensure that only eligible employees are earning compensatory time.

4. Leave Accrued At Fiscal Year-End - Pg. 23

Response

We have corrected the vacation and sick leave software problem that resulted in the over accrual at year end. Payment of relatively small amounts of accrued vacation and sick leave will continue to be paid and charged to the appropriate general ledger payroll account.

5. Payments of Accrued Annual and Sick Leave - Pg. 24

Response

Each department will be notified to review the monthly leave reports and make any necessary corrections to these reports before issuing a status change report to pay a terminating employee. Any difference in the leave records and the termination pay must be fully explained.

6. Documentation of Journal Vouchers - Pg. 24

Response

We are now requiring that all journal vouchers be initialed by the preparer and reviewer. Also for those vouchers in which the documentation is too voluminous to be attached to the voucher, we will try to indicate in the voucher who has the documentation. If for some reason we are unable to do so, then person who prepared the voucher will in most cases have such documentation.

7. Fixed Asset Records - pg. 25

Response

The property control supervisor is now reviewing capital purchases on a monthly basis to ensure that only items in excess of the new capitalization policy are being included in capital. Any fixed asset purchase below this

limit are charged to another operating account. We will monitor the items that are being added to the property control records, and we will make any necessary corrections to these records so that they will agree with the capital additions in our general books. The administration is in the process of seeking a new financial accounting package which will greatly enhance the accounting for fixed assets.

8. Municipal Golf Course - pg. 26

Response

The contract with the golf pro at the Municipal Golf Course is in the process of being renegotiated at the present time. The new contract will take effect in January 1995. As part of this contract the City is going to strength the internal controls over this golf course. We are also in the process of purchasing a pro shop management package that will greatly improve the controls over the Municipal Golf Course.

9. Recreation Department Revenues - pg. 26

Response

The Recreation Department is now on a daily basis making their own deposits. They then bring their deposits slips to the accounting office for entering into the general ledger. We are indicating on the receipts for the Recreation Department the date that the money was deposited. The department has contacted their various facilities and requested that they get to them the revenue on a timely basis.

10. Collection of Receivables - pg. 27

Response

The City has fully reserved substantially all of the amount due from the Town of Richwood. The Town of Richwood has agreed to pay the City \$113,338 in service charges. This agreement called for a \$35,000 payment immediately, and second and third payments of \$40,000 and \$38,338, respectively. As stated by the auditor only the initial payment has been received. It is opinion of our legal department that it is in the best interest of the city not to void the agreement with the Town of Richwood. Instead, they believe it is best to leave the legal obligation for Richwood to pay in place in the event that something good happens in the future that would enable Richwood to pay the amount owed.



11. Account Separately for Agency Funds - pg.29

Response

NAGAS 1, paragraph 18, states "agency funds are purely custodial (assets equal liabilities) and thus do not involve measurement of results of operations." GASB Codification 1200.115 states "because agency funds are custodial in nature, they do not have operations per se. To reflect their accountability, however, a Combining Statement of Changes in Assets and Liabilities -- All Funds should present changes in all asset and liabilities rather than just cash. We will continue to follow appropriate literature in accounting for agency funds. We will at the end of the fiscal year prepare the necessary Statement of Changes in Assets and Liabilities - All Funds to be included in the GPFS.

Management Letter:

1. Attorney General's Opinion Should Be Obtained - pg. 1

Response

The City's legal department is researching other Attorney General's opinions on contributions to organizations similar to the Northeast Louisiana Arts Council and Twin City Concert Band. After this research is complete, within the next two weeks, the department will formulate a request for an opinion regarding our specific case.

2. Contract Labor Should Be Properly Approved - pg. 2

Response

As pointed out by the auditor in his comment, in January 1994, the City required all zoo security personnel to begin using time clocks. Their hours worked, as reflected on the time cards, is reported on standard timesheets which are approved by their supervisor.

3. Civic Center Accounts Should Include all amounts - pg. 2

Response

As of October 31, 1994, we have obtained a listing from the Civic Center personnel of all amounts owed by Bountiful Foods. We have made an entry to record this amount, and will continue to make similar entries at the end of each month.

4. Ruling Needed Concerning Retirement Contribution - pg. 3

Response

The City's legal department has an opinion from a tax attorney dated December 29, 1983, stating that the contributions by the City of the employees contribution to the retirement systems is not taxable to the employee as additional compensation. We have requested an update by the attorney of this opinion.

5. Close Accounting Records - pg. 3

Response

As noted by the auditor, the City hired an Assistant Director of Accounting toward the end of the last fiscal year. With the help of the new Assistant Accounting Director, we should be able to close our accounting records in a more reasonable time. The auditor will meet with the Department of Administration prior to the close of the next fiscal year to workout an appropriate time schedule for closing the books after fiscal year end.

6. Classification of Interfund Transfers - pg. 3

Response

We will review our chart of accounts to ensure that all interfund transfer accounts are coded with appropriate account types codes.

7. Internal Controls Over Revenues/Receipts - pg. 4

Response

We will obtain a listing from the auditor of the specific receipt vouchers that he refers to in his comment to determine why deposits were not made within what the auditor felt was a reasonable time.

The last "business day" for April 1994 was Friday, April 29, 1994. However, the Louisiana Purchase Gardens and Zoo were open on Saturday, April 29, 1994. We felt it was appropriate to record the April 29, 1994 collections in the 1994 fiscal year, so we recorded it with an April 29, 1994 date in order for it to appear in the appropriate fiscal year.

During the winter months, the revenue from the Gardens and Zoo are generated mostly on the weekends. Very little revenue is generated during the week. Therefore, we feel that it is not justified for them to make a

deposit until after the weekend. On the other hand, during the spring and summer months revenue is generated all during the week. Consequently, deposits are made more frequent.

8. State Bid Law - pg. 4

Response

- A. The bid for which the auditor could not find a notice of publication was for an airport improvement project that commenced in 1991. The advertisement for bids was published in the News Star on the following dates:

May 22, 1991  
May 29, 1991  
June 5, 1991.

We have attached a copy of the advertisement in exhibit "C".

- B. Documentation for the bid on which the auditor was unable to determine the lowest bidder was available in the Clerk's office. This information showed that the lowest bidder was accepted. See the copy of the bid list attached in Exhibit "D".
- C. There was also documentation available regarding the other disbursement where the auditor said that we did not accept the apparent low bidder. In this instance, the contractor who was the low bidder was rejected because correspondence from the engineer indicated that he was not licensed by the State to perform the work required by the City. See copy of the letter from the engineer attached as Exhibit "E".

9. Highway Planning and Construction - pg. 5

Response

The monies received by the City for highway planning and construction are pass-through grants from the State of Louisiana. The executed agreements referred to by the auditor are done by the State and not the City per se.

10. Community Development Grant Block Program - pg. 6

Response

We have contacted the subrecipients and requested that they give us copies of their audit reports. We will

Mr. Daniel G. Kyle, CPA, CFE

November 29, 1994

Page 8

review these reports to determine that they meet all applicable audit requirements.

Kindest regards,

Robert E. Powell  
Mayor

## **TIME KEEPING AND ADMINISTRATION OF LEAVE FOR MONROE FIRE DEPARTMENT EMPLOYEES**

### **I. Rationale/Procedure**

To provide uniform and consistent standards for time keeping and administration of leave programs, and payment of extra time and to further set procedures for using an electronic timekeeping system to ensure accurate reporting of time worked. This will apply to all users of the system.

All employees shall be responsible for accurately recording their time worked using the TIME system. It is also impermissible to record time for anyone else.

Employees will be required to record their work hours by clocking in and out of the system.

Time approvers and payroll processors must review and approve all time and attendance records before they are submitted for payment.

During this review/approval cycle it may be necessary for Time approvers and /or payroll processors to adjust time and attendance to correct any errors in order to provide timely and accurate records. It is impermissible for any TIME approvers or payroll processors to intentionally or knowingly approve false records. Failure to comply with any provisions of this policy and/or falsification of time documents could result in disciplinary action up to and including termination.

### **II. Scope**

Applies to all employees holding permanent, temporary, probationary, trainee, and time-limited appointments.

Enclosure 3

## **II. Policy**

Supervisors of the Monroe Fire Department are required to record employee vacation, comp, sick, community service and other time-off on the forms to be specified in this policy. Monroe Fire Department wage hour subject employees are required to record daily hours worked on the forms specified. Wage-hour exempt employees who track comp-time are also required to keep a daily record of hours worked in the form specified.

Employees have the opportunity at any time to review their work hours and attendance information for the current pay period. However, employee approval is not required to submit these records for payment if the employee is unavailable or for some reason does not do so. Discrepancies may be brought to the employee's supervisor, time approver or Fiscal Coordinator to obtain further review through both informal and formal procedures.

## **III. Definitions:**

**Time Approver:** The individual who is accountable for ensuring that time recorded in TIME was worked. (Deputy Chief or Division Head)

**Payroll Processor:** A user responsible for ensuring the completeness and timeliness of all time and attendance information. (Monroe Fire Department Fiscal Coordinator)

More specific information on leave and timekeeping will be provided in the forthcoming: policies and procedures.

Final copies of this information will be provided for review.

- \* Overtime and Compensatory
- \* Vacation Leave
- \* Sick Leave
- \* Community Service Leave

- \* Holidays
- \* Education
- \* Military Leave
- \* Time Trading
- \* Family Medical Leave Act
- \* Family Illness Leave

Letter Ruling: September 21, 1995 (cont.)

controlled or required by a State or local government, if attendance at the proceeding is intended to benefit the State or local government, or if attendance at the proceedings is a direct result of the performance of official police duties. Such time is considered hours worked under the FLSA for police officers and would have to be combined with regular on-duty hours in determining proper overtime compensation under section 7 of the FLSA notwithstanding New Jersey law. We are enclosing prior opinions on this issue for your information (3/19/86; 9/10/87; and 4/24/91).

We trust that the above information is responsive to your inquiry.

/s/ Daniel F. Sweeney  
Deputy Assistant  
Administrator

\* \* \* \* \*

Letter Ruling: October 17, 1995

This is in response to your inquiry concerning the application of the Fair Labor Standards Act (FLSA) to a "pay equalization plan" proposed by \_\_\_\_\_. The issue of concern is whether the plan meets the overtime compensation requirements of the FLSA. We regret the delay in responding to your inquiry.

\_\_\_\_\_ firefighters are covered by the terms of a collective bargaining agreement (CBA) between the union and the County. Firefighters are paid by the hour and scheduled to work 24 hours on and 48 hours off-duty, and the County has adopted a 14-day work period pursuant to §7(k) of the FLSA. Under such scheduling, firefighters work 96 hours in one work period and 120 hours in the following two work periods before the cycle repeats. FLSA overtime compensation is required after 106 hours worked in the 14-day work period. Consequently, no overtime is worked in the "short" work period but 14 hours (120 — 106) of overtime are worked in the following two "long" work periods. Further, you advised that the firefighters are paid bi-weekly rather than semi-monthly as described in the brief filed on behalf of the County before the Special Master on the collective bargaining "pay equalization" impasse.

We agree with the County's conclusion that the proposed IAFF "pay equalization plan" under which the County would pay its firefighters for an average 116.7 hours worked each pay period regardless of the actual hours worked each work period would not comply with the overtime requirements of the FLSA. We also agree with the County that the union's pay averaging proposal is not a valid "Belo" plan contract pursuant to §7(f) of the FLSA.

It is possible, however, to establish a valid "prepayment plan" under the FLSA that would meet the pay equalization objective that the IAFF seeks.<sup>1</sup> For purposes of this response, we assume that State or local law allows public employers to advance pay to employees for hours that have not yet been worked.

The principles of such a plan are as follows:

Though cash overtime compensation due an employee must normally be paid on the pay day for the employee's regular work period or workweek, there is no objection if the employers pay in advance the anticipated overtime compensation to become due to an employee for working overtime in some subsequent work period or workweek. This is the basic principle of the prepayment plan. Thus some employers, in an attempt to keep

employees' wages as constant as possible from pay period to pay period, have resorted to paying their employees a sum in excess of what they earn or are entitled to in a particular work period or workweek, which sum is considered to be a "prepayment" or advance payment of compensation for overtime to be subsequently worked. In other words, the employer and the employee (or union on the employees' behalf) agree that in any work period or workweek in which the employee works less than the applicable statutory overtime threshold, the employer will advance to the employee the difference in pay for the overtime work period or workweek and the amount that the employee would earn if paid only for the hours actually worked.

Plans of this type require the use of a record system under which the employer can maintain a running balance account for each employee of the amount owed by the employee to the employer's credit. At no time may the employer owe the employee overtime compensation. In any work period or workweek for which the prepayment credits due the employer are not sufficient to equal the additional overtime compensation due the employee, the difference must be paid to the employee in cash on the pay day for such work period or workweek.

A prepayment plan cannot be applied to an employee who is paid a salary under an agreement that the employee will receive the salary even when he or she works less than the regular number of hours in some weeks. Also, it cannot be applied to an employee paid a salary for a fluctuating number of hours worked from week to week. Since the nature of such employees' employment is that they will receive the fixed basic salary regardless of the number of hours worked, it cannot be said that they are paid in excess of what they earn, or to what they are entitled in any period in which they receive the fixed salary, even though such work periods or workweeks may have been "short."

Under a valid prepayment plan any excess payment made for short work periods or workweeks must be regarded and clearly understood by both the employer and employees as a loan or cash advance to be repaid either by offset against future overtime earnings or by refund in cases where employment is terminated.

The following illustrates a prepayment plan for hourly paid firefighters working scheduled hours as described above. For ease of illustration we have used a regular rate of \$10.00 an hour:

<u>Work Period 1</u>			
Scheduled hours	96		
Hours worked	96		
Hours paid	96 ST @ \$10.00	=	\$ 960.00
	14 OT @ 15.00	=	210.00
Gross earnings			1170.00
OT owed employer	14 hrs. @ 15.00	=	\$ 210.00

<u>Work Period 2</u>			
Scheduled hours	120		
Hours worked	120		
Hours paid	106 ST @ \$10.00	=	\$ 1060.00
	7 OT @ 15.00	=	105.00
Gross earnings			= 1165.00
OT owed employer	7 hrs. @ 15.00	=	105.00

<sup>1</sup> It has been our experience that because of misunderstandings and the technical requirements of such plans, violations of the FLSA overtime requirements frequently resulted from use of such plans. Consequently, the overtime interpretations contained in 29 CFR Part 778 no longer contain information on prepayment plans.



feels that he has been treated unfairly, he shall use the grievance procedure outlined hereinafter with the assurance that no coercion, discrimination, or reprisal against him will follow because of such action. It shall be the responsibility of the Union to screen employee grievances of petty, harassing, or non-meritorious grievances prior to presentation to the employee's immediate supervisor.

- Step I        The aggrieved employee and his Union representative shall, within five (5) working days of the date the grievance occurred, present the facts to the employee's immediate supervisor. The immediate supervisor will submit his answer to the Union representative and the aggrieved employee within two (2) working days.
- Step II        Should the Union decide that the reply of the immediate supervisor is unsatisfactory, the Union Grievance Committee shall within five (5) working days, submit the grievance in writing to the Chief. The Chief shall, within three (3) working days, reply to the Union in writing, giving his decision.
- Step III        Should the Union decide that the reply of the Chief is unsatisfactory, the Union shall, within five (5) working days, submit the facts of the grievance in writing to the employer. The parties shall arrange for a meeting between the Union representatives and the employer for further discussion of the issue.

XXIV.  
LEGAL ASSISTANCE

In the event that legal action is instituted against any employee covered by this agreement for redress or damages resulting from or allegedly resulting from acts of omission of such employee while acting in the scope of his employment with the City, the City shall provide legal counsel for the defense of such legal action at no cost to the employee. The selection of such legal counsel shall be mutually agreed upon by the City and the employee or employees involved.

XXV.  
SICK LEAVE

Every employee covered by this agreement shall be entitled to full pay during sickness or incapacity not brought about by his own negligence or culpable indiscretion for a period of not less than fifty-two (52) weeks. Such employee who draws full pay during sickness or incapacity shall have such pay decreased by the amount of workmen's compensation benefits actually received by the employee and paid by the City or its workmen's compensation insurer.

Letter Ruling: October 17, 1995 (cont.)

Work Period 3

Scheduled hours	120		
Hours worked	120		
Hours paid	106 ST@ \$10.00	= \$ 1060.00	
	7 OT@ 15.00	= 105.00	
Gross earnings		= 1165.00	
OT owed employer	0		

Work Period 4

Scheduled hours	96		
Hours worked	96		
Hours paid	96 ST@ \$10.00	= \$ 960.00	
	14 OT@ 15.00	= 210.00	
Gross earnings		= 1170.00	
OT owed employer	14 @ 15.00	= 210.00	

Work Period 5

Scheduled hours	120		
Hours worked	96 (24 vacation/leave)		
Hours paid	96 ST @ \$10.00	= \$ 960.00	
	24 vac. @ 10.00	= 240.00	
Gross earnings		= 1200.00	
OT owed employer	14 @ 15.00	= 210.00	

Work Period 6

Scheduled hours	120		
Hours worked	120		
Hours paid	106 ST@ \$10.00	= \$ 1060.00	
	7 OT@ 15.00	= 105.00	
Gross earnings		= 1165.00	
OT owed employer	7 @ 15.00	= 105.00	

Work Period 7

Scheduled hours	96		
Hours worked	96		
Hours paid	96 ST @ \$10.00	= \$ 960.00	
	14 OT @ 15.00	= 210.00	
Gross earnings		= 1170.00	
OT owed employer	21 @ 15.00	= 315.00	

and so forth.

We trust that the above is responsive to your inquiry.

/s/ Maria Echaveste  
Administrator

\* \* \* \* \*

Letter Ruling: October 25, 1995

This is in response to your communication on behalf of \_\_\_\_\_ Personnel/Safety Director for the City of Jasper, Indiana. \_\_\_\_\_ is concerned about the exempt status under section 13(a)(1) of the Fair Labor Standards Act (FLSA) of an employee employed as assistant auditor/deputy clerk-treasurer.

The information provided by your constituent states that the assistant auditor/deputy clerk-treasurer assists the clerk/treasurer and the city auditor, performs payroll duties, maintains attendance records, records new employee payroll information, prepares fire department work schedules, files and types, and performs day-to-day duties as directed by the clerk/treasurer and the city auditor.

Section 13(a)(1) of the FLSA provides a complete minimum wage and overtime pay exemption for any employee employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in Regulations, 29 CFR, Part 541, a copy of which is enclosed. In this regard, an employee of a central agency that provides personnel, procurement, budget, and/or auditing services related to the management policies or general business operations of a local government such as a city or of other departments within a city government could qualify as an exempt administrative employee if all of the other requirements of this exemption are met.

The criteria for exemption as an administrative employee are contained in section 541.2, and in the interpretative section (Subpart B) under sections 541.201 through 215. When compensated on a salary or fee basis of at least \$250 per week, an employee may qualify for the administrative exemption if the employee's primary duty consists of office or nonmanual work directly related to management policies or the employer's general business operations, and this work involves the exercise of discretion and independent judgment. With respect to the assistant auditor/deputy clerk-treasurer position, the duties described in the position description provided by the City of \_\_\_\_\_ are generally clerical in nature that appear to involve well-established techniques, procedures, and standards. It also appears that the skills involved can be acquired after a relatively short-period of training and on-the-job experience.

While the employee may have some leeway in the way the work is performed, the extent of discretion and independent judgment that may be required of the position appears to be within closely prescribed limits, and not at the level contemplated by the regulations. The term "discretion and independent judgment" requires the making of real decisions in significant matters, and does not apply to the kinds of decisions normally made by clerical and similar type employees. (See 29 CFR 541.207.)

Based on the information provided, it is our opinion that an employee performing the work of the assistant auditor/deputy clerk-treasurer position would not qualify for exemption from the minimum wage and overtime provisions of the FLSA. We trust this information will assist the City of \_\_\_\_\_ in the classification of their employees. Should the city have any further questions, assistance may be obtained from Mr. Nelson Kiert of this office at (202) 219-4907.

/s/ Daniel F. Sweeney  
Deputy Assistant  
Administrator

\* \* \* \* \*

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. 7923

The following Ordinance was offered by Mr. Moore who moved for its adoption and was seconded by Mr. Boudrelan

AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, LOCAL #629 FOR 1986 - 1987 AND AUTHORIZING ROBERT E. POWELL, MAYOR, TO ENTER INTO AND EXECUTE SAID AGREEMENT, AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the agreement by and between the City of Monroe and the International Association of Fire Fighters, AFL-CIO, Local #629 for 1986-1987, a copy of which is annexed hereto and made a part hereof, be and the same is hereby approved.

BE IT FURTHER ORDAINED, that Robert E. Powell, Mayor, be and he is hereby authorized and empowered for and on behalf of the City of Monroe to enter into and execute said agreement.

This Ordinance was INTRODUCED on the 10<sup>th</sup> day of June, 1986.

NOTICE PUBLISHED on the 13<sup>th</sup> day of June, 1986.

This Ordinance having been submitted in writing, introduced and published, was then submitted to a vote as a whole, the vote thereon being as follows:

AYES: Councilmen Moore, Tower, Aubrey, Boudrelan & Johnson

NAYS: None

ABSENT: None

And the Ordinance was declared ADOPTED on the 24<sup>th</sup> day of June, 1986.

Lennie Barr  
CITY CLERK

D. Milton Moore, Jr.  
CHAIRMAN

Robert E. Powell  
MAYOR'S APPROVAL

A TRUE COPY  
Lennie Barr  
SECRETARY

\_\_\_\_\_  
MAYOR'S VETO

Enclosure \$

N O T I C E

NOTICE IS HEREBY given that an Ordinance entitled:

Ordinance approving an agreement by and between the City of Monroe and the International Association of Fire Fighters, AFL-CIO, Local #629 for 1986-1987 and authorizing Robert E. Powell, Mayor, to enter into and execute said agreement, and further providing with respect thereto.

is on file in my office complete in the form in which it will be offered for final adoption, open to the inspection of the public and will so remain for the period required by law prior to being offered for final adoption thereof.

s/Gennie Barnes  
City Clerk

NOTICE PUBLISHED in the News-Star-World in its issue of June 13, 1986.

GANNETT CO. INC.

Publisher of

NEWS-STAR—WORLD  
MONROE, LOUISIANA

PROOF OF PUBLICATION

The hereto attached advertisement was published in the NEWS-STAR, MORNING WORLD, a daily newspaper of general circulation, published in Monroe, Louisiana, Parish of Ouachita, in the issues of:

June 13, 1986  
Jessie M. Fadden  
LEGAL AD DEPT.

Sworn and subscribed before me by the person whose signature appears above in Monroe, La. on this

13<sup>th</sup> day of June 1986 AD  
Janet C. Oishi  
NOTARY PUBLIC x

Legal NOTICE

NOTICE IS HEREBY given that a Resolution entitled Ordinance approving an agreement by and between the City of Monroe and the International Association of Fire Fighters, AFL-CIO, Local #29 for 1986-1987 and authorizing Robert E. Powell, Mayor, to enter into and execute said agreement, and further providing with respect thereto, is on file in my office complete in the form in which it will be offered for final adoption, open to the inspection of the public and will so remain for the period required by law prior to being offered for final adoption thereof.  
s/Gennie Barnes  
City Clerk

Monroe, LA.  
June 11, 1986

COUNCIL OF THE CITY OF MONROE

Agenda No.: IX. (c)

Meeting Date: June 24, 1986

SUBJECT MATTER: Finally adopt Ordinance approving an agreement by and between the City of Monroe and the International Association of Fire Fighters, AFL-CIO, Local #629 for 1986-1987 and authorizing Robert E. Powell, Mayor, to enter into and execute said agreement, and further providing with respect thereto.

NAME	AYES	NAYS	NOT VOTING	ABSENT
MOORE	✓			
TARVER	✓			
AUSBERRY	✓			
BORDELON	✓			
JOHNSON	✓			

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MOTIONED BY: Mose

SECONDED BY: Bordelon

*No one present*

INTRODUCTION:

FINAL ADOPTION: ✓

FILE NO. 7923

STATE OF LOUISIANA

PARISH OF OUACHITA

WORKING AGREEMENT BETWEEN  
CITY OF MONROE, LOUISIANA  
AND  
MONROE FIRE FIGHTERS ASSOCIATION

On this 1<sup>st</sup> day of July, 1986,  
the City of Monroe (hereinafter referred to as the City), and  
Local Union Number 629 of the International Association of Fire  
Fighters, AFL-CIO (hereinafter referred to as the Union), enter  
into and agree to the following contract:

WITNESSETH:

I.  
PURPOSE

This agreement is entered into by and between the City and the Union for the purpose of promoting the general efficiency of the fire protection service of the City of Monroe, and to promote the morale, well-being, and security of the employees of said fire protection service, to the end that this agreement may achieve and maintain harmonious relations between the City and the Union and to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standard of wages, hours and other conditions of employment. The Union recognizes that it has an obligation and responsibility to promote the safety of the citizens of Monroe and their property at all times.

II.  
RECOGNITION-BARGAINING

The City recognizes the Union as the sole and exclusive collective bargaining agent for all full-time firemen, drivers, fire communications officers, assistant mechanics, deputy fire marshals and captains, fire mechanic maintenance I, fire mechanic maintenance II, secretary-to-chief, and records clerks excluding the chief, deputy chief, fire marshal, chief dispatchers, fire alarm superintendent, master mechanics, and district chiefs, for purposes of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment.

III.  
EXISTING LAWS EFFECTIVE

It is recognized that employment in the Monroe Fire Department is regulated by the Fire and Police Civil Service Law

of the State of Louisiana. It is further recognized that there is considerable legislation enacted by the State Legislature and ordinances enacted by the City of Monroe which affects working conditions and terms of employment of employees of the Monroe Fire Department. It is understood and agreed that all such laws are fully effective and shall be complied with except as same may be herein specifically modified.

IV.  
DUES AND ASSESSMENTS

The City shall deduct each pay period regular Union dues from the paycheck of each Union member so long as the employee has voluntarily executed a written specific authorization for such deduction. Said authorization shall be revocable at any time at the will of the employee, by delivery of a letter of revocation to the Chief of the Fire Department. The amount of the dues deduction and a list of employees who have signed the written authorizations referred to above, and a copy of all such authorizations will be furnished to the Director of Administration of the City and shall be kept up to date by the Union. The Union understands that the City is authorized to deduct postage and such other expenses that may be incurred in connection with the collection and remittance of the dues referred to herein.

V.  
UNION BUSINESS

Union officials shall be granted reasonable time with full pay to perform their Union duties. At least two Union officials will be granted time off with full pay to attend the International Association of Fire Fighters Convention; at least five Union officials, but not more than two delegates from any one shift, will be granted time off with full pay to attend the Professional Fire Fighters Association Convention; and at least two Union officials will be granted time off with full pay to attend the Louisiana AFL-CIO Convention. Time off with pay may be granted to Union members to attend special meetings as approved by the Chief. The president and secretary-treasurer of the Union shall be allowed time off with pay to attend all regularly scheduled monthly Union meetings, provided they attend all regularly scheduled monthly Union meetings which are scheduled during their non-working times.

VI.  
MANAGEMENT RIGHTS

All managerial rights are reserved to the City except as herein expressly limited. Subject only to the other provisions of this agreement, the City reserves the right to hire, promote, classify, transfer, assign, or retain employees in positions within the Department in accord with applicable law; to establish



work rules, rules of conduct and regulations for employees covered by this agreement; to take any appropriate disciplinary action against employees; to schedule work shifts and hours of work in a manner which does not conflict with other provisions of this agreement; to lay off employees; to require physical and mental examinations of employees which the City will pay for, including physical examinations required for promotion and for any other purposes; to determine the size and composition of the work forces to determine the best methods and technology by which operation of the Fire Department will be conducted and to introduce new equipment and technology.

VII.  
BULLETIN BOARDS

The City agrees to furnish and maintain suitable bulletin boards in convenient places in each station and work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

VIII.  
STRIKES AND LOCKOUTS

Section 1. The Union shall not cause, engage in, or encourage, nor shall any employee cause, engage in, or encourage, any strikes, sympathy strikes, refusal to cross picket lines, work slowdowns, work stoppages, work interruptions, delays or work sitdowns, refusals to work overtime, nor any mass false illnesses. The Union understands and agrees that violation by an employee of this Article shall be willful failure to perform the duties of the employee's position in a satisfactory manner. The City shall have the right to require a medical examination by a physician of its choice of any employee or employees suspected of having false illnesses. Failure of the employee to submit to said medical examination shall be grounds for discipline. Any employee who violates this Article shall be subject to discipline by the City. Any employee disciplined shall have reserved to him all rights of appeal through normal channels.

Section 2. Upon receipt of written notice by the City that employees covered by this agreement are engaging in the conduct prohibited by Section 1 above, the Union will post notices on the bulletin boards customarily used by the Union, which notices shall bear the signature of a duly authorized representative of the Union and shall state that a violation of the no strike clause is in progress, that such conduct is willfull failure to perform the duties of the employee's position in a satisfactory manner, and that all employees are instructed to return to work immediately.

IX.  
SHIFT EXCHANGE

Employees covered by this agreement shall have the right

to exchange shifts with an employee of the same rank with the approval of the Chief or his designated representative in accordance with Fire Department rules and regulations, said privileges being granted after three (3) months of active service.

X.

LEAVES AND VACATION ALLOWANCES

Section 1. Vacations shall be allotted each employee as follows: first to fifth anniversary date of continuous service -- eighteen (18) calendar days; fifth to tenth anniversary date continuous service -- twenty-two (22) calendar days; tenth to fifteenth anniversary date of continuous service -- twenty seven (27) calendar days; over fifteen years continuous service -- thirty-three (33) calendar days. The Chief of the Fire Department may authorize extended leaves of absence for from thirty (30) days to ninety (90) days without pay.

XI.

FUNERAL LEAVE

In the event of a death in the immediate family of an employee, such employee shall be allowed twenty-four (24) working hours off for the death. The Chief of the Fire Department may authorize further leave if necessary. Immediate family shall be defined as the spouse and children of the employees, the mother, father, brother, sister, grandparents, and grandchildren of the employee and those of the employee's spouse; and the employee's brother's wife and the employee's sister's husband.

XII.

CIVIL LEAVE

Employees shall be granted time off without loss of pay when engaged in the following:

1. When subpoenaed to appear before a Court, public board or commission to testify on a matter pertaining to activities of the Monroe Fire Department. Subpoenas must be presented to the Chief promptly after being served.
2. An employee domiciled and residing in Ouachita Parish whose work shift prevents him from voting in an election of any kind shall be given a reasonable period of time to vote. The Deputy Chief on duty shall establish the schedule for letting employees vote. Employees must provide their own transportation in getting to and from the polls.
3. Attending official board meetings as a member of the Monroe Municipal Fire and Police Civil Service Board and the Firemen's Pension and Relief Fund for the

City of Monroe.

4. When the employee attends official Union-Employer negotiating sessions, if done during the employee's workshift provided there is no more than four (4) such persons on duty at such time.
5. When a Union representative appears on behalf of an employee under the grievance procedure in Article XXIII herein.

XIII.  
HOLIDAY PAY

Section 1. In lieu of the holiday pay required by law (LSA R.S. 33:1999) as of January 1, 1981, each fire fighter who shall sign a written waiver regarding the holiday pay required by law shall be paid in addition to his regular salary, including State pay, a sum equal to eighty-four (84) hours of pay computed at one times his hourly rate of pay, to be paid on or before December 31 of each year during the term of this agreement. Pay of fire fighters who have served in temporary promotional positions during the year will be computed to provide that the employee receives pro-rated holiday compensation for the time served in a higher class. Any fire fighter who does not work the entire calendar year, exclusive of paid vacation time, on sick leave, military leave or union business, shall have such holiday pay reduced proportionately to the time not worked.

Section 2. Each Fire Communication Officer who shall sign a written waiver regarding the holiday pay required by law shall be paid in addition to his regular salary, including State pay, a sum equal to sixty-two (62) hours of pay computed at one times his hourly rate of pay, to be paid on or before December 31 of each year during the term of this agreement. Pay of Fire Communication Officers who have served in temporary promotional positions during the year will be computed to provide that the employee receives pro-rated holiday compensation for the time served in a higher class. Any Fire Communication Officer who does not work the entire calendar year, exclusive of paid vacation time, on sick leave, military leave or union business, shall have such holiday pay reduced proportionately to the time not worked.

Section 3. All employees, but excluding fire fighters and fire communication officers, who do not receive holiday pay, will receive as holidays his or her birthday, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas, Martin Luther King Day and any additional City declared holidays whether worked or not.

XIV.  
MANNING OF COMPANIES

The number of employees assigned to man each company

shall be entirely within the discretion of the Chief who will make every effort to assure that each company is adequately and properly manned to provide sufficient safety to the public and individual firemen. In the event there is an insufficient number of employees to maintain adequate manpower, the deputy chief on duty shall be authorized to call off-duty employees of the rank where the vacancy occurs to maintain minimum manpower.

XV.  
UNIFORMS AND EQUIPMENT

Section 1. All new employees and those employees who have not been previously issued the following, shall be furnished one (1) dress cap, two (2) badges, one (1) turn-out coat, one (1) pair of turn-out pants and boots, one (1) fire helmet with face shield, one (1) pair of suspenders, and one (1) pair of fire approved safety-type gloves, the proper maintenance and keep of which shall be the employee's personal responsibility.

Section 2. Each employee covered by this agreement shall receive a shoe allowance of \$50.00 per year; all employees covered by this agreement other than fire prevention personnel, drill instructors, and shop employees shall receive a clothing allowance of \$150.00 per year; fire prevention personnel, drill instructors and shop employees shall received a clothing allowance of \$200.00 per year; all clothing will be purchased from a supplier and according to specifications specified by Employer. These allowances shall be paid to these employees in June of each year.

XVI.  
SHIFTS AND OVERTIME PAY

For the term of this agreement, there shall be the following schedule of work shifts:

Section 1. There shall be three (3) work shifts of twenty-four (24) hours each, commencing at 8:00 a.m. and ending at 8:00 a.m. the following morning. The firefighter work schedule shall require twenty-four (24) hours on duty on one of the three (3) work shifts. The work schedule shall be rotated by the three (3) shifts.

All firefighters shall be on a twenty-one (21) day work cycle beginning on the last Saturday in May, 1986 at 8:00 a.m. Except as provided herein, each twenty-one (21) day cycle shall stand alone for the purposes of determining hours worked and/or overtime pay earned.

All work performed in excess of one hundred sixty-eight (168) hours per twenty-one (21) day work cycle shall be paid as overtime at the rate of one and one-half (1 1/2) times the employees

hourly rate. No employee shall be required to work more than two (2) consecutive sixty (60) hour weeks in a work cycle unless he is paid overtime at the rate indicated in this paragraph for the hours worked in excess of forty-eight (48) in the third week.

Once an employee has been credited or paid overtime for the hours in excess of forty-eight (48) in said week those excess hours shall not be included or used again in determining hours worked.

Additionally, if a firefighter is required to work more than two (2) consecutive sixty (60) weeks across the workcycle because of a shift change, he shall be paid an additional amount at the rate of one-half (1/2) his normal hourly rate, for each hour worked in excess of forty-eight (48) hours during the week immediately following his shift change, provided however, that this provision shall apply only to situations in which the week immediately following such shift change occurs during the 1st week of a new twenty-one (21) day work cycle. This provision shall not apply to situations where a shift change is accompanied by a temporary or permanent increase in a firefighter's normal hourly rate of pay, and only applies to the first week after the shift change.

Section 2. Mechanics, fire prevention personnel, fire communications officers, and all other personnel shall receive overtime pay at a rate of one and one-half (1 1/2) times their hourly rate or equal compensatory time for all work performed in excess of forty (40) hours in one calendar week.

Provided, with the mutual agreement of the Chief of the Department and the fire communication officers, fire communication officers may work twelve (12) hours a day, four (4) days one week and three (3) days the next week, without receiving overtime, providing they receive overtime for all work in excess of two hundred four (204) hours per calendar month.

#### XVII.

##### SHOWUP PAY AND NO-SHOW PENALTY

Any employee reporting to work on his regular work shift whom the Department has not attempted to notify that he will not be required to work shall receive showup pay for four (4) hours at his regular hourly rate of pay if the Chief determines that said showup pay is justified under all of the circumstances. Employees who fail to report to work or are late for work shall be penalized as provided in the rules and regulations of the Fire Department.

#### XVIII.

##### CALLBACK PAY

Any employee who is called back to work after completing

his regular shift and after having left the premises of his regular work station shall be paid a minimum of four (4) hours at the rate of one and one-half (1 1/2) times his regular hourly rate of pay.

XIX.  
SEVERANCE PAY

After a minimum service of one (1) year, severance pay in the amount of two (2) days for each year's service, not to exceed thirty (30) days and not less than fifteen (15) days shall be paid to any employee who is involuntarily laid off or terminated for reasons other than disciplinary reasons, and if such lay-off continues beyond a period of one hundred twenty (120) days. This provision shall not prevent any employee who has been wrongfully discharged from seeking reinstatement and back pay for the period of the discharge.

XX.  
WORKING OUT OF CLASSIFICATION

Employees who are required to work out of their classifications shall do so in accordance with Civil Service regulations.

XXI.  
MILITARY LEAVE

All employees covered by this agreement who are members of the officers or enlisted reserve corps of the Army, Navy, Marines, Air Force and Coast Guard of the United States, the National Guard of the United States, or the Civil Air Patrol, are entitled to leave of absence from their respective duties, without loss of pay, time, annual leave, or efficiency rating, on all days during which they are ordered to duty with troops or at field exercises, or for instruction, for periods not to exceed fifteen (15) days in any one calendar year; and when relieved from duty, they are to be restored to the positions held by them when ordered to duty.

XXII.  
SALARY

Employees covered by this agreement shall be paid during the term of the agreement in accord with the salary schedule attached hereto as Appendix A.

XXIII.  
GRIEVANCE PROCEDURE

In addition to all rights reserved to employees covered by this agreement under the Fire and Civil Service laws of the State of Louisiana if any employee covered by this agreement

XXVI.  
COLLEGE INCENTIVE PAY AND  
LENGTH OF SERVICE PAY

Section 1. A system of college incentive pay shall be in effect for all employees of the Fire Department. This incentive pay shall be paid as follows:

1. For firemen who have sixteen (16) through thirty-one (31) semester hours in Fire Science, \$25.00 per month above base pay;
2. For firemen who have thirty-two (32) through forty-seven (47) semester hours in Fire Science, \$50.00 per month above base pay;
3. For firemen who have forty-eight (48) semester hours or more in Fire Science, but no degree \$75.00 per month above base pay;
4. For firemen who hold an associate degree in Fire Science, \$100.00 per month above base pay.

XXVII.  
PROFESSIONAL LONGEVITY PAY

Beginning January 1, 1981, for the purpose of computing the two percent (2%) increase in salary required by State law, all employees entitled to such pay or who become entitled to such pay during the calendar year will receive such pay on January 1 of that year, regardless of his actual anniversary date.

XXVIII.  
EMERGENCY MEDICAL TRAINING

Eligible employees shall be entitled to receive the following:

Section 1. Each employee covered by this agreement who successfully completes the Emergency Medical Technician Training Program shall be entitled to the sum of one hundred (\$100.00) dollars per month as additional incentive pay, provided however, that for such entitlement to continue, such employee must successfully complete the refresher course given every other year.

Section 2. Each employee covered by this agreement who successfully completes the First Responder Course shall be entitled to the sum of fifty (\$50.00) dollars per month as additional incentive pay, provided however, that for such entitlement to continue, such employee must successfully complete the refresher course given every other year.

Section 3. No employee shall be eligible to receive both emergency medical technician pay and first responder pay at the same time.

ARTICLE XXIX  
GENERAL PROVISIONS

Pledge Against Discrimination and Coercion

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, religion, color, sex, age, national origin, handicapping conditions, veteran status, marital status, or political affiliations. The Union shall share equally with the Employer the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or any other.

XXX.  
EFFECTIVE DATE AND DURATION

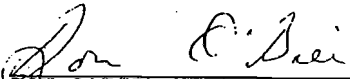
All Articles and Sections of this agreement shall commence on June 1, 1986, and expire on May 31, 1987, and shall automatically be renewed for one (1) year terms in the absence of notice by a party to the agreement that it desires to modify or terminate the agreement. No party to this agreement shall modify or terminate this agreement unless the party desiring such modification or termination serves a written notice upon the other party to the agreement of the proposed modification or termination sixty (60) days prior to the expiration date of the agreement. During the term of this agreement, except as provided above, no part of the agreement may be reopened for negotiation except on the agreement of both the City and the Union. The agreement shall continue in full force and effect pending the outcome of negotiations.





CITY OF MONROE

MONROE PROFESSIONAL FIRE  
FIRE FIGHTERS ASSOCIATION,  
LOCAL UNION NO. 629 AFL-CIO

  
\_\_\_\_\_  
ROBERT E. POWELL, MAYOR

  
\_\_\_\_\_  
DON O'BIER, PRESIDENT

  
\_\_\_\_\_  
GEORGE DOUGLAS  
SECRETARY-TREASURER

  
\_\_\_\_\_  
A TRUE COPY  
SECRETARY

APPENDIX A

SALARY SCHEDULE FOR BARGAINING UNIT EMPLOYEES COMMENCING JUNE 1, 1986:

Upon confirmation, beginning firemen will be promoted to Firemen, First Class. All Drivers shall be paid twelve and one-half percent (12 1/2%) more salary than Firemen, First Class.

<u>CLASSIFICATION</u>	<u>MONTHLY BASE SALARY</u>
<u>FIRE FIGHTING PERSONNEL</u>	
Beginning Fireman	\$ 840.00
Fireman, First Class	940.00
Drivers	1,057.50
Captains	1,175.00
<u>FIRE ALARM PERSONNEL</u>	
Fire Communication Officer	1,175.00
<u>FIRE INSPECTION PERSONNEL</u>	
Deputy Fire Marshal	1,175.00
<u>MECHANICS</u>	
First Assistant Mechanic	1,316.00
Second Assistant Mechanic	1,175.00
Fire Mechanic Maintenance I	940.00
Fire Mechanic Maintenance II	840.00

The City will pay all of the employee monthly pension contribution for each employee covered by this agreement, to be based upon an employee contribution of 8%. Any increase in the employee contribution by the legislature will be borne by the individual employee.