
TERREBONNE PARISH COUNCIL

POLICY, PROCEDURE, AND LEGAL COMMITTEE

Ms. Jessica Domangue	Chair
Mr. John Amadee	Vice-Chair
Mr. Gerald Michel	Member
Mr. Daniel Babin	Member
Mr. John Navy	Member
Mr. Carl Harding	Member
Mr. Darrin W. Guidry, Sr.	Member
Mr. Dirk Guidry	Member
Mr. Steve Trosclair	Member



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Suzette Thomas, Council Clerk, at (985) 873-6519 describing the assistance that is necessary.

AGENDA

March 21, 2022
5:40 PM

Robert J. Bergeron Government Tower Building
8026 Main Street
2nd Floor Council Meeting Room
Houma, LA 70360

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. Individuals addressing the council should be respectful of others in their choice of words and actions. Thank you.

**ALL CELL PHONES, PAGERS AND ELECTRONIC DEVICES USED FOR COMMUNICATION
SHOULD BE SILENCED FOR THE DURATION OF THE MEETING**

INVOCATION

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER

ROLL CALL

1. Consider the co-sponsorship request for the Cajun French Music Association/Bayou Chapter One Day Festival to be held on June 11, 2022 from 10:30 a.m. to 5:00 p.m. at the Houma Municipal Auditorium.
2. Consider the co-sponsorship request from Affiliated Blind of Louisiana, Bayou Region Chapter for the Bayou Region Chapter's Independence Celebration to be held on June 3, 2022 from 11:00 a.m. to 3:00 p.m. at the Municipal Auditorium.
3. Consider the co-sponsorship request from the Terrebonne Parish NAACP Youth Council for the Annual

Juneteenth Celebration to be held on June 19, 2022 from 11:00 a.m. to 4:00 p.m. at the Dumas Auditorium.

4. **RESOLUTION:** Accepting the recommendation of Administration and the Risk Management Department to accept the estimated amount for Team Sports premiums effective for 2022.
5. **RESOLUTION:** Accepting the recommendation of Administration and the Risk Management Department to accept the schedule of Casualty Insurance premiums for the Terrebonne Parish Consolidated Government Houma Fire Department effective April 1, 2022, to April 1, 2023.
6. **RESOLUTION:** Accepting the recommendation of Administration and the Risk Management Department to accept the attached schedule of Casualty Insurance premiums effective for 4/1/2022 to 4/1/2023.
7. Introduce an ordinance authorizing the Parish President to execute a renewal of a Right of Use Agreement between Terrebonne Parish Consolidated Government and Harold Cleveland, Sr. for the property that bears a municipal address of 408 Country Estates, Houma, LA 70364 and call a public hearing on said matter on Wednesday, April 13, 2022 at 6:30 p.m.
8. Presentation on proposed changes to the Personnel Policy Manual.
9. Introduce an ordinance to adopt the Terrebonne Parish Consolidated Government Personnel Policy Manual and call a public hearing on said matter on Wednesday, April 13, 2022 at 6:30 p.m.
10. Adjourn

Category Number:
Item Number:



Monday, March 21, 2022

Item Title:

Co-sponsorship Request - Juneteenth Celebration

Item Summary:

Consider the cosponsorship request from the Terrebonne Parish NAACP Youth Council for the Juneteenth Celebration to be held on June 19, 2022 from 11:00 a.m. to 4:00 p.m. at the Dumas Auditorium.

Category Number:
Item Number: 1.



Monday, March 21, 2022

Item Title:

Co-sponsorship Request - Cajun French Music Association Bayou Chapter One Day Festival

Item Summary:

Consider the co-sponsorship request for the Cajun French Music Association/Bayou Chapter One Day Festival to be held on June 11, 2022 from 10:30 a.m. to 5:00 p.m. at the Houma Municipal Auditorium.

ATTACHMENTS:

Description

Co-sponsorship Request

Upload Date

3/7/2022

Type

Backup Material

From: alvoisin@yahoo.com <alvoisin@yahoo.com>
Sent: Sunday, March 6, 2022 4:52 PM
To: Leilani Adams <ladams@tpcg.org>; Tammy Triggs <ttriggs@tpcg.org>; Suzette Thomas <suthomas@tpcg.org>; Anne Picou <apicou@tpcg.org>; David Drury <ddrury@tpcg.org>; Cheryl Lirette <clirette@tpcg.org>
Subject: New Co-Sponsorship Application - Terrebonne Parish Consolidated Government



Co-Sponsorship Application

A new co-sponsorship application has been submitted through the Parish website.

Requesting Use of the Parish Seal? Yes

Event Name: Cajun French Music Association/Bayou Chapter One Day Festival
Location: Municipal Auditorium, 800 Verret St
Date(s) of Event: 06/11/2022 (10:30 AM - 5:00 PM)
Reason for Co-Sponsorship: To spread the Cajun Culture of South Louisiana by featuring Cajun French music and dance. The event raises funds for the Association to invest in local Cajun French culture throughout the year.

Services / Resources Needed: Insurance
Municipal Auditorium
Security

Additional Details Non-profit organization? YES
Selling Tickets? NO

Organization: Cajun French Music Association of Louisiana/Bayou Cajun Chapter

Authorized Representative: Al Voisin (*Board Member*)

Contact Person: *** Same as above ***

Mailing Address: 399 Paris Ln
Houma, LA 70363

Daytime Phone Number: 985-855-7008

E-mail: alvoisin@yahoo.com

This email is sent by an automated process for an Online Co-Sponsorship Request submission. If you have any questions, please contact our Information Technology team at development@tpcg.org. Thank you!

Category Number:
Item Number: 2.



Monday, March 21, 2022

Item Title:

Co-Sponsorship Request - Bayou Region Chapter's Independence Celebration

Item Summary:

Consider the co-sponsorship request from Affiliated Blind of Louisiana, Bayou Region Chapter for the Bayou Region Chapter's Independence Celebration to be held on June 3, 2022 from 11:00 a.m. to 3:00 p.m. at the Municipal Auditorium.

ATTACHMENTS:

Description	Upload Date	Type
Cosponsorship Application	3/9/2022	Cover Memo

Tammy Triggs

From: peggygdmn@yahoo.com
Sent: Tuesday, March 8, 2022 8:07 AM
To: Leilani Adams; Tammy Triggs; Suzette Thomas; Anne Picou; David Drury; David Drury; Ed Lawson
Subject: New Co-Sponsorship Application - Terrebonne Parish Consolidated Government



Co-Sponsorship Application

A new co-sponsorship application has been submitted through the Parish website.

Requesting Use of the Parish Seal? No

Event Name: Bayou Region Chapter's Independence Celebration

Location: Municipal Auditorium

Date(s) of Event: 06/03/2022 (11:00 AM - 3:00 PM)

Reason for Co-Sponsorship: The event is a fundraiser for Affiliated Blind of Louisiana. It raises funds to educate the public about blindness, to support a training center for the blind, deaf-blind, and visually impaired, and to mentor other blind individuals. It also provides a fun party for the community, especially older adults.

Services / Resources Needed: Electric Service
Garbage Containers & Collection
Municipal Auditorium
Security

Additional Details Non-profit organization? YES
Selling Tickets? YES **Cost of a ticket?** \$10 00 donation

Organization: Affiliated Blind of Louisiana, Bayou Region Chapter

Authorized Representative: Peggy Goodman (*Treasurer, Bayou Region Chapter*)

Contact Person: same (*same*)

Mailing Address: 401 Bourque Rd
Lafayette, LA 70506

Daytime Phone Number: 337-356-8243

E-mail: peggygdmn@yahoo.com

This email is sent by an automated process for an Online Co-Sponsorship Request submission. If you have any questions, please contact our Information Technology team at development@tpcg.org. Thank you!

Category Number:
Item Number: 3.



Monday, March 21, 2022

Item Title:

Co-sponsorship Request - Juneteenth Celebration

Item Summary:

Consider the co-sponsorship request from the Terrebonne Parish NAACP Youth Council for the Annual Juneteenth Celebration to be held on June 19, 2022 from 11:00 a.m. to 4:00 p.m. at the Dumas Auditorium.

ATTACHMENTS:

Description

Cosponsorship Application

Upload Date

3/9/2022

Type

Cover Memo

Tammy Triggs

From: dianam360@bellsouth.net
Sent: Wednesday, February 16, 2022 6:38 AM
To: Leilani Adams; Tammy Triggs; Suzette Thomas; Anne Picou; David Drury; David Drury; Ed Lawson; Cheryl Lirette
Subject: New Co-Sponsorship Application - Terrebonne Parish Consolidated Government



Co-Sponsorship Application

A new co-sponsorship application has been submitted through the Parish website.

Requesting Use of the Parish Seal? No

Event Name: Juneteenth Celebration

Location: Dumas Auditorium

Date(s) of Event: 06/19/2022 (11:00 AM - 4:00 PM)

Reason for Co-Sponsorship: Terrebonne Parish NAACP Youth Council, Observed and celebrating Juneteenth in our community with participate in local events

Services / Resources Needed: Dumas Auditorium
Electric Service
Insurance
Security

Additional Details Non-profit organization? YES
Selling Tickets? NO

Organization: Terrebonne Parish NAACP Youth

Authorized Representative: Diana Collins (*Youth Director*)

Contact Person: *** Same as above ***

Mailing Address: P.O. Box 2355
1123 Dewey St
Houma, LA 70360

Daytime Phone Number: (985) 381-3379

E-mail: dianam360@bellsouth.net

This email is sent by an automated process for an Online Co-Sponsorship Request submission. If you have any questions, please contact our Information Technology team at development@tpcg.org. Thank you!



Monday, March 21, 2022

Item Title:

2022 Team Sports Insurance Renewals

Item Summary:

RESOLUTION: Accepting the recommendation of Administration and the Risk Management Department to accept the estimated amount for Team Sports premiums effective for 2022.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary for Team Sports renewal premiums	3/11/2022	Executive Summary
Resolution for Team Sports renewal premiums	3/11/2022	Resolution
2022 Team Sports brochure various sports	3/11/2022	Backup Material
2022 Team Sports Brouchure Football	3/11/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

2022 Team Sports

PROJECT SUMMARY (200 WORDS OR LESS)

Presentation of Resolution for the approximate cost to purchase Team Sports Insurance coverage for 2022 for basketball, baseball, softball, football, volleyball, T-Ball, and swimming Teams, etc.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

It is the recommendation of Administration and the Risk Management Department that the approximate cost of \$60,000.00 to \$75,000 be accepted to purchase Team Sports Insurance coverage for the 2022-2023 basketball, baseball, softball, football, volleyball, T-Ball, and Swim Teams ,etc.

TOTAL EXPENDITURE

Approximately \$60,000 to \$75,000 depending on number of Teams registered.

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED \$60,000.00

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

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4

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Signature

3/8/2022

Date

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) is authorized to provide Team Sports Insurance Coverage through its Department of Risk Management; and

WHEREAS, Administration and the Risk Management Department estimate the cost for Team Sports Insurance coverage for 2022 to be approximately \$60,000.00 to \$75,000.00 and submits a recommendation for Team Sports Insurance coverage; and

WHEREAS, it is the recommendation of Administration and the Risk Management Department that the Team Sports Insurance premiums become accepted effective for 2022.

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Policy, Procedure, and Legal Committee) on behalf of the Terrebonne Parish Consolidated Government that the recommendation of Administration and the Risk Management Department is to accept the estimated amount for Team Sports premiums effective for 2022.

Accident Medical Coverage is provided by Nationwide Life Insurance Company. Liability coverage is underwritten by Nationwide Mutual Insurance Company.

THIS PROGRAM IS ADMINISTERED BY:
K&K Insurance Group, Inc.
P.O. Box 2338
Fort Wayne, IN 46801-2338
Phone: 800-722-5676 • Fax: 260-459-5105
Website: www.nrpainsurance.com

FOR SERVICE REQUESTS ONLY
Email: info@nrpainsurance.com

IMPORTANT APPLICATION INSTRUCTIONS:

Complete and return the application enclosed, along with your payment. Full payment must be submitted before Liability Insurance Certificates or Accident Insurance Summary Plan Descriptions will be issued. NO DEPOSITS WILL BE ACCEPTED.

The following are to be understood by the applicant:

- Coverage will be in effect for a period of one year from the day following the date the application is received by K&K, or on a later date as specified. When applying online, coverage will be in effect from one year of the specified effective date.
- All teams in an insured League, Conference, or Association must be covered under the Combined Coverage.
- The premium developed by your application will be the minimum premium for coverage. Premiums are 100% fully earned and are non-refundable once the coverage begins.
- Membership to NRPA is mandatory.**
- A Release of Liability and Waiver document must be signed by each participant and parent/guardian (if under age 18) and maintained by the applicant team/league.

This is not a contract of insurance. This brochure is a brief description of the important features of the insurance plan. The descriptions contained here are not a complete description of all terms, conditions and exclusions in the coverage. This brochure is for illustrative purposes only and is not a contract of insurance. You must refer to the actual policy for complete information regarding coverage terms, conditions and exclusions, as they may change from one coverage period to the next. You may request a copy of the full policy by submitting a written request to us. Please keep this information as a reference.

K&K Insurance Group, Inc. is a licensed insurance producer in all states (TX license #13924); operating in CA, NY and MI as K&K Insurance Agency (CA license #0334819).



2022 NRPA-sponsored Team Sports Combined Liability and Accident Insurance Coverage

Valid for effective dates from 1/1/22 through 6/30/2022

For a winning combination of dependable protection and affordable member-only rates ...
Choose NRPA-sponsored Team Sports Combined Liability & Accident Insurance Coverage!

In today's litigious environment, good risk management calls for organizations engaged in sports to "cover all the bases." Here's an ideal way to protect your organization against multiple risks – with NRPA-sponsored Team Sports Combined Liability and Accident Insurance Coverage. This combined coverage provides valuable protection for multiple risks, on and off the playing field. (See inside for a description of benefits.) We think you'll agree, this coverage is a smart choice – one your organization can't afford to be without!

Coverage Limits:

- \$2,000,000 General Liability/\$2,000,000 Legal Liability to Participants
 - Up to \$250,000 Excess Accident Medical Benefit - Plan through age 18
 - Up to \$100,000 Excess Accident Medical Benefit - Plan ages 19 and over
 - Up to \$250,000 Excess Accident Medical Benefit - Sports Camps & Clinics
- \$2,000,000 Hired Auto and Employers' Non-ownership Liability (not provided while in Hawaii)
- \$2,000,000 Professional Liability
- \$25,000 Accidental Death and Specific Loss Benefit

- Class B Sports have the option to include limited coverage for brain injuries. If you include the coverage, the limit for "brain injury" will be limited as shown below.

Brain injury Limit/Aggregate Limit	\$1,000,000 / \$1,000,000
Loss Adjustment Expense Limit/Aggregate Limit	\$1,000,000 / \$1,000,000

"Brain injury" means concussion, chronic traumatic encephalopathy or any other injury to the brain and any symptoms, conditions, disorders and diseases, including death, resulting therefrom but only if such injury occurs as a result of specific events occurring during the policy period.

Affordable Team Costs

Class A Sports - Rates (per team)*				
Max. Age	Basketball	Baseball	Softball	Volleyball
12 yrs.	\$114.00	\$114.00	\$114.00	\$114.00
16 yrs.	\$138.00	\$138.00	\$138.00	\$138.00
18 yrs.	\$193.00	\$193.00	\$193.00	\$193.00
19 & over	\$366.00	\$366.00	\$366.00	\$366.00

Class B Sports - Rates (per team)*								
Max. Age	Soccer		Street, Field, Floor & Roller Hockey		Ice Hockey		Lacrosse	
	W/Limited Brain injury	W/Brain injury Excluded	W/Limited Brain injury	W/Brain injury Excluded	W/Limited Brain injury	W/Brain injury Excluded	W/Limited Brain injury	W/Brain injury Excluded
12 yrs.	\$137.00	\$126.00	\$157.00	\$148.00	\$196.00	\$183.00	\$193.00	\$182.00
16 yrs.	\$166.00	\$155.00	\$186.00	\$177.00	\$226.00	\$213.00	\$224.00	\$213.00
18 yrs.	\$166.00	\$155.00	\$243.00	\$234.00	\$283.00	\$270.00	\$280.00	\$269.00
19 & over	N/A	N/A	\$276.00	\$267.00	\$320.00	\$307.00	\$320.00	\$307.00

*Please note that the total rate noted above includes both premium and a Risk Purchasing Group (RPG) fee of \$15.00; NRPA receives \$5.00 of the total RPG fee.

Affordable Member-Only Costs

Class A Sports - Rates (per individual/participant)				
Max. Age	Swimming	Track & Field	Tennis	Golf
18 yrs.	\$6.65	\$6.65	\$2.24	\$2.24
19 & over	\$9.94	\$12.10	\$4.41	\$4.41

Class B Sports - Rates (per individual/participant)		
Max. Age	Wrestling	
	W/Limited Brain injury	W/Brain injury Excluded
18 yrs.	\$11.91	\$11.56
19 & over	N/A	N/A

Day Camps & Clinics (per person/per day)	
Max. Age	Day Camps & Clinics
18 yrs. (youth)	\$2.14
19 yrs. & over (adult)	N/A

NRPA MEMBERSHIP IS REQUIRED FOR THIS COVERAGE.

LIABILITY INSURANCE

Description – Commercial General Liability, including Bodily Injury, Property Damage, Personal Liability, and Products Liability.

Limits of coverage – \$2,000,000 General Liability/\$2,000,000 Legal Liability to Participants.

Major coverages under this Liability Insurance include:

- Maintenance or use of ball parks & fields, stands and playing areas, including: all activities necessary or incidental to the conduct of practice, exhibition, post season and scheduled games
- Consumption or use of food products
- Cost of investigation and defense against claims, even if groundless
- Personal and advertising liability
- Participant legal liability
- Professional Liability

Who is covered – The insured League or Conference, its teams, sponsors, officers, directors, managers, coaches, umpires, referees and other managing personnel and auxiliaries while acting on behalf of the insured League or Conference or one or more of its teams; the additional interest of playing facilities (City, Municipality, School District, etc.).

Notable exclusions include: Nuclear Energy • Asbestos Exclusion • Fireworks • Employment-Related Practices • Bodily Injury to Employees • Medical Payments to Participants • Player vs. Player • Adult Soccer • Adult Wrestling • Rugby • Diving • Professional and/or Semi-Professional Athletic Participants • Rape, Molestation or Sexual Abuse • Hammer and/or Javelin Activities • Lifeguarding Activities • Inflatables • Climbing Walls • War • Terrorism • Cryogenic Chambers/Therapy • Communicable Diseases

ACCIDENT INSURANCE

Excess Accident Medical Expense Benefit

Limits of accident insurance coverage – The maximum payable for each insured youth through age 18 per covered accident is \$250,000. The maximum payable for covered adult activities for ages 19 and over is \$100,000.

Deductible – For coverage of youth activities through age 18, there is no deductible; for coverage of adult activities, there is no other valid or collectible insurance is \$500.

When benefits are paid – The plan pays for covered medical expenses starting within 90 days from the date of the accident causing the injury, we will pay all covered expenses incurred within 3 years from such date, less the deductible (if any) and not to exceed the maximum benefit amounts.

Covered accident medical expenses include:

- Medically necessary and reasonable charges required to be paid for treatment by a doctor or dentist
- Hospital confinement or outpatient care in a duly licensed hospital
- Nursing care by a registered graduate nurse
- Emergency ambulance service
- Prescribed drugs, medicines and other therapeutic services and supplies

Additionally, the following coverage is included:

- (a) Hospital Room and Board
- (b) Doctor's Visits

Excess provision – Accident Medical Benefits are payable in excess of all other valid and collectible group insurance – including Major Medical, Automobile Medical policies and HMO plans.

Accidental Death and Specific Loss Benefit

If, as the result of an accident, a covered injury causes the death or loss of sight or limbs of the insured, a benefit amount will be paid upon receipt of due proof that:

- (a) The insured sustained a loss of the type listed below within 180 days after suffering the covered injury, and
- (b) Such loss resulted directly and independently of all other causes from such injury.

Type of Loss:	Benefit Amount:
Life	\$25,000

\$500,000 Aggregate Limit – The benefits paid for Accidental Death and Specific Loss are limited to an aggregate amount of \$500,000. This is the maximum amount payable by Us for all Claims incurred for all Insureds under the Policy which are caused by any one Incident that occurs when the Policy is in force. If this limit is not sufficient to pay the total of all such Claims, then the Benefit payable to any one Insured will be determined in proportion to our total aggregate limit of liability.

Who is covered – All participants involved in tryouts as well as participants whose names are registered as eligible team members with the insured league or conference. In addition to the registered participants, the plan will cover coaches, trainers, managers, volunteers, umpires and referees while acting in their official capacities.

When they are covered – The Plan provides coverage while:

- a) Participating in scheduled games and practice sessions (must be supervised NRPA league/conference/association or an adult member of that league/conference association)
- b) Participating in occasional fund raising events
- c) traveling in a group directly to or from a scheduled game or practice session that is directly supervised by the Plan Sponsor or one of its member organizations

Exclusions: For a complete list of exclusions refer to: www.nrpainsurance.com

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

Apply today!

See back cover for important application instructions.

Questions? Call the Program Administrator, K&K Insurance at (800) 722-5676.

You can also visit us at:
www.nrpainsurance.com
and apply/pay online!

Fax: (260) 459-5105



THIS PROGRAM IS ADMINISTERED BY:
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Fort Wayne, IN 46801-2338
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FOR SERVICE REQUESTS ONLY
Email: info@nrpainsurance.com

Play it SAFE. Play it SMART
With the IMPROVED NRPA—
sponsored coverage!



- Affordable rates
- Dependable coverage
- Multiple GL limit options
- Outstanding service
- Camps & Clinics Available – Online purchase only
- **APPLY/PURCHASE ONLINE IMMEDIATELY!**

Combined Liability and Accident
Insurance Coverage For Youth
Tackle, Flag and Touch Football



Details inside.

2022 NRPA-sponsored coverage –
a win-win for everyone!

NRPA stands fast to our mission of advancing parks, recreation, and conservation efforts that enhance the quality of life for all people. We are committed to providing valuable benefits that assist and support members like you. For NRPA members with youth tackle, flag, and touch football teams, we make **combined Liability and Accident Insurance Coverage** available at affordable, member-only rates.

Two affordable rate options available!

Effective dates are available from 1/1/22 through 6/30/22

OPTION #1					OPTION #2				
<ul style="list-style-type: none">• \$1,000,000 per occurrence / \$5,000,000 aggregate General Liability Insurance• \$1,000,000 Hired Auto and Employers' Nonownership Liability• \$1,000,000 Professional Liability• \$1,000,000 Participant Legal Liability• Up to \$250,000 Excess Participant Accident Medical• Up to \$35,000 Accidental Death and Dismemberment Benefit					<ul style="list-style-type: none">• \$2,000,000 per occurrence / \$5,000,000 aggregate General Liability Insurance• \$2,000,000 Hired Auto and Employers' Nonownership Liability• \$2,000,000 Professional Liability• \$2,000,000 Participant Legal Liability• Up to \$250,000 Excess Participant Accident Medical• Up to \$35,000 Accidental Death and Dismemberment Benefit				
K&K Flag / Touch Football - Team Rates		K&K Tackle Football - Team Rates			K&K Flag / Touch Football - Team Rates		K&K Tackle Football - Team Rates		
Max. age	Combined Rate	Max. age	Combined Rate w/Limited Brain Injury Coverage	Combined Rate w/Brain Injury Excluded	Max. age	Combined Rate	Max. age	Combined Rate w/Limited Brain Injury Coverage	Combined Rate w/Brain Injury Excluded
12 yrs	\$108	12 yrs	\$391	\$373	12 yrs	\$124	12 yrs	\$445	\$418
15 yrs	\$131	15 yrs	\$498	\$480	15 yrs	\$147	15 yrs	\$552	\$525
16 yrs	\$191	16 yrs	\$664	\$646	16 yrs	\$207	16 yrs	\$718	\$691
17 yrs	\$191	17 yrs	N/A	N/A	17 yrs	\$207	17 yrs	N/A	N/A
18 yrs	\$191	18 yrs	N/A	N/A	18 yrs	\$207	18 yrs	N/A	N/A
Above charges are per team.					Above charges are per team.				
Tackle Football Options 1 & 2 have the option to include limited coverage for brain injuries. If you include the coverage, the limit for “brain injury” will be limited to \$1,000,000.									
Brain Injury Limit / Aggregate Limit			\$1,000,000 / \$1,000,000						
Loss Adjustment Expense Limit / Aggregate Limit			\$1,000,000 / \$1,000,000						
“Brain injury” means concussion, chronic traumatic encephalopathy or any other injury to the brain and any symptoms, conditions, disorders and diseases, including death, resulting therefrom but only if such injury occurs as a result of specific events occurring during the policy period. Coverage will be effective the date the application and payment are received by K&K or on a later date as specified. The expiration date is one full year from the effective date. Please note that the total rate noted above includes both premium and a Risk Purchasing Group (RPG) fee of \$15; NRPA receives \$5 of the total RPG Fee.									

This brochure is a brief description of the important features of the insurance plan. It is not a contract of insurance. The terms and conditions of coverage are set forth in the policy issued to: National Recreation and Park Association. The descriptions contained here are not a complete description of all terms, conditions, and exclusions in the coverage. This brochure is for illustrative purposes only and is not a contract of insurance. You must refer to the actual policy for complete information regarding coverage terms, conditions and exclusions as they may change from one coverage period to the next. You may request a copy of the full policy by submitting a written request to us. Please keep this information as a reference.

K&K Insurance Group, Inc. is a licensed insurance producer in all states (TX license #13924); operating in CA, NY and MI as K&K Insurance Agency (CA license #0334819)

LIABILITY INSURANCE

Description – Commercial General Liability, including Bodily Injury, Property Damage, Personal Liability, and Products Liability.

Limits of coverage – TWO OPTIONS:

\$1,000,000 per occurrence/\$5,000,000 Aggregate or \$2,000,000 per occurrence/\$5,000,000 Aggregate

Per Enrolled Member

Major coverages under this Liability Insurance include:

- Maintenance or use of football fields, stands and playing areas, only while in use for activities necessary or incidental to the conduct of practice, exhibition, post season and scheduled games
- Insured’s Concession Stand Operations
- Approved Fund raising, meetings and award banquets
- Cost of investigation and defense against covered claims, even if groundless
- Participant liability
- Advertising liability

Who is covered – The insured League or Conference, its teams, sponsors, officers, directors, managers, coaches, game officials, and other managing personnel and auxiliaries while acting on behalf of the insured League or Conference or one or more of its teams; the additional interest of playing facilities (City, Municipality, School District, etc.)

Notable exclusions include:

Abuse, molestation, harassment or sexual conduct; Aircraft/hot air balloon; Airport; Amusement devices (the ownership, operation, maintenance or use of: any mechanical or non-mechanical ride, slide, or water slide, any inflatable recreational device, any bungee operation or equipment, any vertical device or equipment used for climbing-either permanently affixed or temporarily erected, or dunk tank. Amusement devices do not include any video or computer games or any device that is specifically designed for the training or instruction of the activity for which you are enrolled.); Animals (injury or death to, or injury, death or property damage caused by any animal owned, rented or hired by you); Asbestos; Commercial general liability standard exclusions (CG0001 4/13 edition); Communicable disease; Cryogenic chambers/therapy; Employment-related practices; Fireworks; Fungi or bacteria; Haunted attractions; Lead; Nuclear energy liability; Performers; Rodeos; Saddle animals; Snowmobile; Transportation of athletes/participants.

ACCIDENT INSURANCE

EXCESS PARTICIPANT ACCIDENT MEDICAL EXPENSE BENEFIT

Limits of accident insurance coverage

The maximum payable for each insured youth through age 16 for Tackle Football and through age 18 for Flag/Touch Football per covered accident is \$250,000.

Deductible

For coverage of youth activities through age 18, there is a \$250 deductible.

When benefits are paid

After the deductible, if applicable, the Plan pays for covered medical expenses incurred for injury through a three year benefit period after a covered accident. The Plan also pays for covered dental treatment expenses incurred within one year after a covered accident resulting in injury to sound natural teeth.

Excess provision

Accident Medical and Dental Expense Benefits are payable in excess of all other valid and collectible group insurance – including Major Medical, Automobile Medical policies and HMO plans.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If, as the result of an accident, a covered injury causes the death or loss of sight or limbs of the insured, a benefit amount will be paid upon receipt of due proof that:

- a) The insured sustained a loss of the type listed below within 180 days after suffering the covered injury, and
- b) Such loss resulted directly and independently of all other causes from such injury.

Type of Loss:	Benefit Amount:
Life	\$35,000

\$500,000 Aggregate Limit

The benefits paid for Accidental Death and Dismemberment are limited to an aggregate amount of \$500,000. This is the maximum amount payable by Us for all Claims incurred for all Insureds under the Policy which are caused by any one Incident that occurs when the Policy is in force. If this limit is not sufficient to pay the total of all such Claims, then the Benefit payable to any one Insured will be determined in proportion to our total aggregate limit of liability.

Who is covered

All participants involved in tryouts as well as participants whose names are registered as eligible team members with the insured league or conference. In addition to the registered participants, the plan will cover cheerleaders, coaches, trainers, managers, volunteers, umpires and referees while acting in their official capacities.

When they are covered

The Plan provides coverage while:

- a) Participating in scheduled games and practice sessions (must have adult supervision)
- b) Participating in occasional fund raising events
- c) Traveling in a group directly to or from a scheduled game or practice session that is currently supervised by the Plan Sponsor.

EXCLUSIONS

For a [complete list](#) of exclusions refer to: **[www.nrpainsurance.com](#)**

Apply today!
Questions?
Call the Program Administrator,
K&K at (800) 722-5676.

You can also visit us at:
[www.nrpainsurance.com](#)
and apply/pay online!

Fax: (260) 459-5105





Monday, March 21, 2022

Item Title:

2022 renewal of Casualty Insurance Houma Fire Dept

Item Summary:

RESOLUTION: Accepting the recommendation of Administration and the Risk Management Department to accept the schedule of Casualty Insurance premiums for the Terrebonne Parish Consolidated Government Houma Fire Department effective April 1, 2022, to April 1, 2023.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary for 2022 Renewal of Casualty Insurance TPCG-HFD	3/11/2022	Executive Summary
2022 Resolution for Casualty Insurance TPCG-HFD	3/11/2022	Resolution
2022-2023 Renewal HFD Casualty Insurance Spreadsheet	3/11/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

2022 Renewal of Casualty Insurance Coverage for Terrebonne Parish Consolidated Government Houma Fire Department

PROJECT SUMMARY (200 WORDS OR LESS)

Presentation of quotes obtained by Ledet Insurance Agency for renewal of 2022 Casualty Insurance Package for Terrebonne Parish Consolidated Government Houma Fire Department effective April 1, 2022 to April 1, 2023.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

It is the recommendation of Administration and the Risk Management Department that the attached schedule of Casualty Insurance Premiums for the Terrebonne Parish Consolidated Government Houma Fire Department become effective 4/1/2022 to 4/1/2023.

TOTAL EXPENDITURE

Property Buildings in Houma	\$ 40,972.98
General Liability	\$ 4,327.00
Portable Equipment	\$ 2,999.00
Management Liability	\$ 19,529.00
Excess Liability	\$ 7,256.00
Automobile Liability	\$ 38,050.00
Annual Premium	\$113,133.98
Surcharges & Fees	\$ 1,258.80
TOTAL	\$114,392.78

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

(ACTUAL)

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

(YES)

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE 1 2 3 4 5 6 7 8 9

Signature

March 3, 2022

Date

Re

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) is authorized to provide Casualty Insurance Coverage through its Department of Risk Management for the Terrebonne Parish Consolidated Government/ Houma Fire Department; and

WHEREAS, Administration and the Risk Management Department reviewed and analyzed Casualty Insurance quotes and submits a recommendation for Casualty Insurance coverage for the Terrebonne Parish Consolidated Government/ Houma Fire Department; and

WHEREAS, it is the recommendation of Administration and the Risk Management Department that the attached schedule of Casualty Insurance premiums for the Terrebonne Parish Consolidated Government/ Houma Fire Department become accepted effective for April 1, 2022.

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Policy, Procedure and legal Committee) on behalf of the Terrebonne Parish Consolidated Government that the recommendation of Administration and the Risk Management Department is to accept the attached schedule of Casualty Insurance premiums for the Terrebonne Parish Consolidated Government/ Houma Fire Department effective for April 1, 2022 to April 1, 2023.

Terrebonne Parish Consolidated Government
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2022 Casualty Renewal Insurance Program -VFIS Houma Fire Dept.									
1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100
101	102	103	104	105	106	107	108	109	110
111	112	113	114	115	116	117	118	119	120
121	122	123	124	125	126	127	128	129	130
131	132	133	134	135	136	137	138	139	140
141	142	143	144	145	146	147	148	149	150
151	152	153	154	155	156	157	158	159	160
161	162	163	164	165	166	167	168	169	170
171	172	173	174	175	176	177	178	179	180
181	182	183	184	185	186	187	188	189	190
191	192	193	194	195	196	197	198	199	200
201	202	203	204	205	206	207	208	209	210
211	212	213	214	215	216	217	218	219	220
221	222	223	224	225	226	227	228	229	230
231	232	233	234	235	236	237	238	239	240
241	242	243	244	245	246	247	248	249	250
251	252	253	254	255	256	257	258	259	260
261	262	263	264	265	266	267	268	269	270
271	272	273	274	275	276	277	278	279	280
281	282	283	284	285	286	287	288	289	290
291	292	293	294	295	296	297	298	299	300
301	302	303	304	305	306	307	308	309	310
311	312	313	314	315	316	317	318	319	320
321	322	323	324	325	326	327	328	329	330
331	332	333	334	335	336	337	338	339	340
341	342	343	344	345	346	347	348	349	350
351	352	353	354	355	356	357	358	359	360
361	362	363	364	365	366	367	368	369	370
371	372	373	374	375	376	377	378	379	380
381	382	383	384	385	386	387	388	389	390
391	392	393	394	395	396	397	398	399	400
401	402	403	404	405	406	407	408	409	410
411	412	413	414	415	416	417	418	419	420
421	422	423	424	425	426	427	428	429	

April 1, 2021 to April 1, 2022							4/1/2022 to 4/1/2023						
Line of Coverage	Current Carrier	Current Premium	Limit of Insurance	Self-Insured Retention or Deductible		Renewal Carrier	Renewal Premium	Limit of Insurance	Self-Insured Retention or Deductible	Reason for Increase/ Decrease	Percent Increase	Dollar change	Options
City of Houma Package Property General Liability Portable Equipment Management Liability Commercial Umbrella & Commercial Automobile	National Union Fire Insurance Co. of Pittsburg, PA (An AIG Company)	\$18,985.00	Property Buildings in Houma Buildings \$6,244,549.00 Contents \$ 679,627.00	Property: \$1,000.00 Deductible,except 5% Wind/Hail/Flood Deductible for Named Storm applies to the combined Building & Contents values each premises/item and 5% Earthquake Deductible		National Union Fire Insurance Co. of Pittsburg,PA (An AIG company) (A XV - (Am Best Rating)	\$40,972.98	Property Buildings in Houma: Building: \$6,494,437.00 Contents: \$ 757,951.00	Property: \$5,000. Ded. Except 5% Wind/Hail/Flood Ded. For Named Storm applies to combined Building & Contents values each premises/item and 5% Earthquake Ded.				\$2,500 Property Deductible Quote \$44,403 + \$1,065.67= \$45,468.67 \$5,000 Property Deductible Quote \$40,874 + \$98.98= \$40,972.98 Original quote was \$49,451.00 with a \$1,000.00 deductible except 5% Wind/Hail/Flood Ded.
		\$5,195.00	General Liability \$1,000,000. Occurrence \$2,000,000. Aggregate \$2,000,000. Prod/Comp Ops \$1,000,000. Fire Legal \$1,000,000. MI/AI \$5,000. Medical Payments \$10,000. Line of Duty Acc. Death Benefit	General Liability: \$0 - Deductible		\$4,327.00	General Liability \$1,000,000. Occurrence \$2,000,000. Aggregate \$2,000,000. Prod/Comp Ops \$1,000,000. Fire Legal \$1,000,000. MI/AI \$5,000. Medical Payments \$10,000. Line of Duty Acc. Death Benefit	General Liability: \$0 - Deductible					
		\$3,194.00 \$20,976.00	Portable Equipment Management Liability: \$1,000,000. each Act \$2,000,000. Aggregate Limit \$50,000. each action for injuntive relief \$1,000,000. Cyber Liability each event \$50,000. Privacy Crisis Mgt Exp each event \$100,000. HIPAA Fines and Penalties Agg	\$250. Deductible Nil		\$2,999.00 \$19,529.00	Portable Equipment Management Liability: \$1,000,000. each Act \$2,000,000. Aggregate Limit \$50,000. Defense Expense for injuntive relief \$1,000,000. Cyber Liability each event \$50,000. Privacy Crisis Mgt Exp each event \$100,000. HIPAA Fines and Penalties Agg	\$250.00 deductible Nil					

2022- 2023 Renewal HFD Insurance Spreadsheet													
Terrebonne Parish Consolidated Government													
2020 Casualty Renewal Insurance Program -VFIS Houma Fire Dept.													
		\$7,256.00	Excess Liability: \$10,000,000. Occurrence \$10,000,000. Aggregate	N/A		\$7,256.00	Excess Liability: \$10,000,000. Occurrence \$10,000,000. Aggregate	N/A					
Sub-Total Surcharges & Fees TOTAL		\$38,857.00	Automobile Liability: \$1,000,000. BI/PD CSL \$5,000.00 Medical Pmts. \$1,000,000. UM 20 Units	\$0 - on Liability \$250. Comprehensive \$500. Collision		\$38,050.00	Automobile Liability: \$1,000,000. BI/PD CSL \$5,000.00 Medical Pmts. \$1,000,000. UM 18 Units	\$0 - on Liability \$250. Comp \$500. Collision					
		\$94,463.00											
		\$552.26	Sub-Total	\$113,133.98									
		\$95,015.26	Surcharges & Fees	\$1,258.80									
						\$114,392.78	Increase of \$19,377.52						

[illegible]

2022- 2023 Renewal HFD Insurance Spreadsheet														
Terrebonne Parish Consolidated Government														
2020 Casualty Renewal Insurance Program -VFIS Houma Fire Dept.														
		\$7,256.00	Excess Liability: \$10,000,000. Occurrence \$10,000,000. Aggregate	N/A		\$7,256.00	Excess Liability: \$10,000,000. Occurrence \$10,000,000. Aggregate	N/A						
Sub-Total Surcharges & Fees TOTAL		\$38,857.00	Automobile Liability: \$1,000,000. BI/PD CSL \$5,000.00 Medical Pmts. \$1,000,000. UM 20 Units	\$0 - on Liability \$250. Comprehensive \$500. Collision		\$38,050.00	Automobile Liability: \$1,000,000. BI/PD CSL \$5,000.00 Medical Pmts. \$1,000,000. UM 18 Units	\$0 - on Liability \$250. Comp \$500. Collision						
		\$94,463.00												
		\$552.26	Sub-Total	\$113,133.98										
		\$95,015.26	Surcharges & Fees	\$1,258.80										
			TOTAL	Increase of \$19,377.52										



Monday, March 21, 2022

Item Title:

2022 Renewal of Casualty Insurance Coverage

Item Summary:

RESOLUTION: Accepting the recommendation of Administration and the Risk Management Department to accept the attached schedule of Casualty Insurance premiums effective for 4/1/2022 to 4/1/2023.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary for 2022 Renewal of Casualty Insurance	3/11/2022	Executive Summary
Resolution for 2022 Renewal of Casualty Insurance	3/11/2022	Resolution
2022-2023 Spreadsheet for Casualty Insurance renewals	3/11/2022	Backup Material
2022 Proposal	3/11/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

2022 Renewal of Casualty Insurance Coverage

PROJECT SUMMARY (200 WORDS OR LESS)

Presentation of quotes obtain by Laris Insurance Agency for renewal of 2022 Casualty Insurance coverage effective date of April 1, 2022 to April 1, 2023.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

It is the recommendation of Administration and the Risk Management Department to accept the attached schedule of Casualty Insurance premiums effective April 1, 2022.

TOTAL EXPENDITURE

Workers' Compensation	\$ 212,003.00
Excess Utility Liability	\$ 519,579.98
Environmental Pollution Legal Liability	\$ 67,834.80
Contractors Pollution Liability	\$ 2,764.89
Special Excess (AL, GL, POL; EMPL, etc.)	\$ 1,074,683.00
Cyber Liability	\$ 25,765.00
P&I on Scheduled Watercraft	\$ 43,605.00
Excess P & I on Scheduled Watercraft	\$ 22,018.50
Auto Physical Damage	\$ 8,307.27
Aircraft Liability (Drones)	\$ 4,790.00
2022 Casualty Insurance Premiums	\$ 1,981,351.44

(ACTUAL)

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A NO (YES)

IF YES AMOUNT
BUDGETED:

\$2,403,456.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE 1 2 3 4 5 6 7 8 9

Signature

02/28/2022

Date

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) is authorized to provide Casualty Insurance Coverage through its Department of Risk Management; and


WHEREAS, Administration and the Risk Management Department reviewed and analyzed Casualty Insurance quotes and submits a recommendation for Casualty Insurance coverage; and

WHEREAS, it is the recommendation of Administration and the Risk Management Department that the attached schedule of Casualty Insurance premiums become accepted effective for April 1, 2022, to April 1, 2023.

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Policy, Procedure and legal Committee) on behalf of the Terrebonne Parish Consolidated Government that the recommendation of Administration and the Risk Management Department is to accept the attached schedule of Casualty Insurance premiums effective for April 1, 2022, to April 1, 2023.

Terrebonne Parish Consolidated Government 2022 Casualty Renewal Insurance Program													
April 1, 2021 to April 1, 2022					April 1, 2022 to April 1, 2023								
Line of Coverage	Renewal Carrier	Renewal Premium	Limit of Insurance	Self-Insured Retention or Deductible	Renewal Carrier	Renewal Premium	Limit of Insurance	Self-Insured Retention or Deductible	Reason for Increase/Decrease	Subjectivities	Total Percent Increase	Dollar change	Markets Approached
Excess Workers Compensation	Safety National Casualty Corporation A+ XV AM Best rating as of 11/11/2020	\$184,029 (Includes terrorism) Payroll \$42,227,937 Rate 0.4358	\$25,000,000 Workers Compensation: Maximum Limit of Indemnity Per Occurrence; \$1,000,000 Employers Liability: Maximum Limit of Indemnity Per Occurrence	\$600,000 Retention per Occ. \$600,000 Retention Each Employee for Disease \$750,000 Retention per Occ. for Police, Firemen, Gas, Electrical	Safety National Casualty Corporation A++ XV AM Best rating as of 11/17/2021	\$212,003.00 (Includes terrorism) Payroll \$34,863,238 Rate 0.6081	\$25,000,000 Workers Compensation: Maximum Limit of Indemnity Per Occurrence; \$1,000,000 Employers Liability: Maximum Limit of Indemnity Per Occurrence	\$1M for Presumptive Loss \$750,000 All Other	Rate Increase - due to increase in medical cost, large loss experience continues to deteriorate ; many reportable losses went unreported. Can offer premium of \$176,478 with increase in retention to \$1M rate .5062	1) Updated details on Alternate Employers Endorsement to continue this year (City of Thibodaux)	15.20%	\$27,974.00	Midwest Employers declined to quote, can't compete on pricing or retention, due to loss history -\ US Specialty declined not in market for this class Arch declined due to large losses
		\$184,029.00				\$212,003.00							
Excess Utility Liability	Associated Electric & Gas Insurance Services Ltd (AEGIS) A XIV AM Best Rating as of 6/17/2020	Premium: \$449,302.00 Terrorism \$10,000.00 SL Tax \$22,276.15	\$20,000,000 Each Occurrence \$20,000,000 Products/Compl Ops Agg. \$20,000,000 Failure to Supply Agg. \$20,000,000 Pollution Aggregate \$20,000,000 Medical Malpractice \$20,000,000 Wild Fire Liab Agg \$40,000,000 General Aggregate	\$200,000 Occ-Gen Liab \$500,000 Occ-Pollution \$200,000 Occ-Emergency Assistance Agreement	Associated Electric & Gas Insurance Services Ltd (AEGIS) A XIV AM Best Rating as of 7/29/2021	Premium: \$505,000.00 less continuity credit \$-19,454.00 Terrorism \$10,000.00 SL Tax \$24,033.98	\$20,000,000 Each Occurrence \$20,000,000 Products/Compl Ops Agg. \$20,000,000 Failure to Supply Agg. \$20,000,000 Pollution Aggregate \$20,000,000 Medical Malpractice \$20,000,000 Wild Fire Liab Agg \$40,000,000 General Aggregate	\$200,000 Occ-Gen Liab \$500,000 Occ-Pollution \$200,000 Occ-Emergency Assistance Agreement	National average increase for Ageis is 15% due to significant increase in claim severity.	Written confirmation if insured will accept or reject terrorism.	7.89%	\$38,001.83	Best Market for exposure, operations, limits, and size.
		\$481,578.15				\$519,579.98							
Environmental Pollution Legal Liability	Illinois Union Ins. Co.. A++ XV AM Best Rating 12/17/2020	Premium: \$57,447.00 (Includes Terrorism) SL Tax: \$2,786.18 Total: \$ 60,233.18	\$5,000,000 Each Incident \$5,000,000 Aggregate Limit	\$250,000 Deductible each incident	Illinois Union Ins. Co.. A++ XV AM Best Rating 12/10/2021	Premium: \$64,697.00 (Includes Terrorism) SL Tax: \$3,137.80 Total: \$ 67,934.80	\$5,000,000 Each Incident \$5,000,000 Aggregate Limit	\$250,000 Deductible each incident	Age of tanks and market conditions	Written confirmation if insured will accept or reject terrorism; Subject to: Complete list of all current storage tanks (AST's & USTs) with material of construction, age, contents, volume, any secondary containment, and the integrity testing measures. Current Automatic Tank Gauging printouts or tank tightness test	12.62%	\$7,601.62	1)Everest declined due to terms offered by holding 2) Great American declined due to age of tanks 3)AMWins declined due to age of tanks
		\$60,233.18				\$67,834.80							
Contractors Pollution Liability	AIG Specialty Insurance Co. A XV AM Best Rating as of 8/19/2020	Premium: \$2,969.00 Terrorism: \$27.00 SL Tax: \$145.31 Total: \$3,141.31	\$1,000,000 Each Loss \$2,000,000 Aggregate Limit	\$5,000 Deductible each loss	AIG Specialty Insurance Co. A XV AM Best Rating as of 10/07/2021	Premium: \$2,614.00 Terrorism: \$23.00 SL Tax: \$127.89 Total: \$2,764.89	\$1,000,000 Each Loss \$2,000,000 Aggregate Limit	\$5,000 Deductible each loss	Decrease due to lower revenue for 22-23 \$113,836 21-22 was \$129,311	Written confirmation if insured will accept or reject terrorism	-11.98%	(\$376.42)	Limited Markets due to premium and deductible. Liberty Mutual declined due to pricing.
		\$3,141.31				\$2,764.89							

Terrebonne Parish Consolidated Government 2022 Casualty Renewal Insurance Program														
April 1, 2021 to April 1, 2022					April 1, 2022 to April 1, 2023									
Line of Coverage	Renewal Carrier	Renewal Premium	Limit of Insurance	Self-Insured Retention or Deductible		Renewal Carrier	Renewal Premium	Limit of Insurance	Self-Insured Retention or Deductible	Reason for Increase/Decrease	Subjectivities	Total Percent Increase	Dollar change	Markets Approached
Special Excess Liability Auto & General Liability and Law Public Officials and Employers Practice Liability	American Alternative Insurance Corporation A XV AM Best Rating as of 6/17/2020	Premium \$984,700 Terrorism \$2,500.00	\$10,000,000 Auto Liability ; \$10,000,000 General Liability Aggregate on GL 20,000,000 ; \$10,000,000 Law Enforcement; \$10,000,000 Employee Benefits Laib ; \$5,000,000 Occ-Agg Sexual Abuse; \$6,000,000 Occ-Agg Employers Liab ; \$10,000,000 Wrongful Acts including Public Officials, Employment Practice and Sexual Harassment \$20,000,000 Agg	\$500,000 Retained Limit on Auto General Liab, Law, EBL, & Sexual Abuse. \$500,000 Wrongful Acts \$1,750,000 Employers Liab (a), \$1,550,000 Employers Liab (b)		American Alternative Insurance Corporation A + XV AM Best Rating as of 7/08/2021	Premium \$1,070,288.00 Terrorism \$4,395.00	\$10,000,000 Auto Liability ; \$10,000,000 General Liability Aggregate on GL 20,000,000 ; \$10,000,000 Law Enforcement; \$10,000,000 Employee Benefits Laib / \$5,000,000 Occ-Agg Sexual Abuse; \$6,000,000 Occ-Agg Employers Liab ; \$10,000,000 Wrongful Acts including Public Officials, Employment Practice and Sexual Harassment \$20,000,000 Agg	\$500,000 Retained Limit on Auto General Liab, Law, EBL, & Sexual Abuse. \$500,000 Wrongful Acts \$1,750,000 Employers Liab (a), \$1,550,000 Employers Liab (b)	Average rate increase with Munich Re for public entities has been 10%. Adverse development of some older losses across AL, GL, and POL.	Written confirmation if insured will accept or reject terrorism Signed UM/UIM rejection Signed De-regulation form \$8,000 Risk Management Funds available for 2022-2023 year.	8.86%	\$87,483.00	1) Berkley declined 2) Safety National declined to quote based on renewal terms 3) Old Republic can't compete in LA. Markets that have exited the Public Sector - Nationwide, Liberty Mutual, Allied World, Genesis
		\$987,200.00					\$1,074,683.00							
Cyber Liability: Security and Privacy, Network Interruption, Event Management, Cyber Extortion	AIG Specialty Insurance Co. A XV AM Best Rating as of 8/19/2020	Premium: \$40,888.00 SL Tax: \$1,983.07 Total: \$42,871.07	Security and Privacy Liability - \$3,000,000 Per Claim \$3,000,000 Network Interruption - Per occurrence subject to 12 hour waiting period \$3,000,000 Event Management - Discovery \$3,000,000 Cyber Extortion - Per occurrence	\$25,000 Retention; except \$25,000 for Event Management Liability		National Specialty Insurance Company A X AM Best Rating as of 9/15/2021	Premium \$ 25,170.00 Fees \$ 595.00 Total Prem \$25,765.00	Aggregate Limit \$3,000,000 included Notification Costs; Data Recovery; Network Security and Privacy Liability; Computer Fraud; Fraud Transfer Funds; \$1,000,000 Limit for Business Interruption; Extortio/Ransomware; Media	\$50,000 Retention;	Market conditions and nation wide claims	Written confirmation if insured will accept or reject terrorism Ransomware Supp and signed application.	-66.39%	(\$17,106.07)	1)Great American - can't compete with pricing. 2) Travelers indication \$65,000 - declined due to no MFA 3) Britt & Starr - Declined
		\$42,871.07					\$25,765.00							
Protection and Indemnity on Scheduled watercraft	Atlantic Specialty Insurance Company A XV AM Best Rating as of 4/23/2020	Premium: \$38,000.00 Terrorism: \$760.00 Total: \$38,760.00 +vessels mid term	\$1,000,000 any one accident (includes crew coverage)	\$500,000 deductible per occ		Atlantic Specialty Insurance Company A +XV AM Best Rating as of 4/22/2021	Premium: \$42,750.00 Terrorism: \$855.00 Total: \$43,605.00	\$1,000,000 any one accident (includes crew coverage)	\$500,000 deductible per occ	Standard rate increase for this line of business	Written confirmation if insured will accept or reject terrorism Need to confirm vessel count	-1.01%	(\$447.00)	1) Catlin indication of \$48,950.00
		\$44,052.00					\$43,605.00							
Excess Protection and Indemnity on Scheduled watercraft including crew coverage	Lloyds of London A XIV	Premium: \$16,830.00 Terr: \$842.00 State Tax:\$857.09 Total: \$18,529.09	\$9,000,000 any one accident per schedule of vessels excess of underlying \$1,000,000	N/A		Lloyds of London A XIV	Premium: \$20,000.00 Terr: \$1,000.00 State Tax:\$1,018.50 Total: \$22,018.50	\$9,000,000 any one accident per schedule of vessels excess of underlying \$1,000,000	N/A	Increase due to excess market conditions -	Written confirmation if insured will accept or reject terrorism Need to confirm vessel count	18.83%	\$3,489.41	Markets Limited due to limit vs premium
		\$18,529.09					\$22,018.50							
Auto Physical Damage Insurance	Lloyds of London A XIV	Premium: \$8,927.00 Policy Fee : \$150.00 SL Tax: \$440.23 Total: \$9,517.23	\$208,838 on 8 scheduled vehicles	\$2,500 comprehensive and collision deductible		Lloyds of London A XIV	Premium: \$7,823.00 Policy Fee : \$100.00 SL Tax: \$384.27 Total: \$8,307.27	\$173,838 on 7 scheduled vehicles	\$2,500 comprehensive and collision deductible	Decrease in value Expiring rate 4.275% Renewal rate 4.50%	Terrorism is not available on auto physical damage	-12.71%	(\$1,209.96)	Limited Markets due to size of fleet values Pending quote from Riscom
		\$9,517.23					\$8,307.27							

Terrebonne Parish Consolidated Government 2022 Casualty Renewal Insurance Program														
April 1, 2021 to April 1, 2022						April 1, 2022 to April 1, 2023								
Line of Coverage	Renewal Carrier	Renewal Premium	Limit of Insurance	Self-Insured Retention or Deductible		Renewal Carrier	Renewal Premium	Limit of Insurance	Self-Insured Retention or Deductible	Reason for Increase/Decrease	Subjectivities	Total Percent Increase	Dollar change	Markets Approached
Drone - Aircraft Liability	American Alternative Insurance Corporation A XV AM Best Rating as of 6/17/2020 Lead Underwriter Global Aerospace	Premium: \$4,290.00 Terrorism : included Fee \$500.00 Total: \$4,790.00	\$5,000,000 each occurrence combined single limit of Bodily Injury and Property Damage Medical per Person \$5,000 Medical per Occurr \$50,000	N/A		American Alternative Insurance Corporation A + XV AM Best Rating as of 07/08/2021 Lead Underwriter Global Aerospace	Premium: \$4,290.00 Terrorism : included Fee \$500.00 Total: \$4,790.00	\$5,000,000 each occurrence combined single limit of Bodily Injury and Property Damage Medical per Person \$5,000 Medical per Occurr \$50,000	N/A	Offering a blanket policy covering up to 5 drones for pricing	Terrorism form	0.00%	\$0.00	1)Old Republic still reviewing, but indication is just a little higher then renewal
		\$4,790.00					\$4,790.00							
TOTAL		\$1,835,941.03					\$1,981,351.44					7.92%	\$145,410.41	No Agency Fee



Insurance Proposal Prepared for:

***Terrebonne Parish
Consolidated Government***

*Presented by:
Rudy Laris Jr., Account Exec.
Laris Insurance Agency, LLC
810 Crescent Ave. P.O. Box 559
Lockport, LA 70374
Phone: (985)532-5576
Fax: (985)532-5001*

This presentation is designed to give you an overview of the insurance coverages we are offering for your company. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverages, conditions and exclusions.

Claims Management

At **Laris Insurance Agency, LLC**, we take an active role in the management of your claims. Our Service Team is committed to assuring you receive prompt and fair treatment for any claim involving coverage extended by our agency, to you or your company.

Loss Control/Risk Management

A successful Loss Control/Risk Management Program is based on a successful partnership between **Laris Insurance Agency, LLC**, you and your insurance carrier. As a team, all parties must work together to protect you, your business, and your assets and to prevent future loss.

We have the ability to provide you with technical advice, resources, and assistance in developing, improving and monitoring an effective Loss Control/Risk Management program by:

- Reviewing your current Loss Control/Risk Management program;
- Analyzing loss data to identify specific areas which generate the greatest claim frequency;
- Reviewing your current environment and operations, including your physical assets, personnel practices, and organization of management;
- Conducting visits to all locations to develop a risk profile and to define management and insurance carrier responsibilities;
- Developing, improving, and implementing a Loss Control/Risk Management program with a written plan of expectations. (This program will be consistent with your management style and easily implemented);
- Establishing a meeting schedule to review and discuss safety and loss analysis reports with management and/or staff as required by your insurance carrier.

Employee Benefits

Laris Insurance Agency, LLC offers a full range of Employee Benefits that may be tailored to fit the needs of your company. With access to virtually all the major benefit companies in the US, we have the resources; knowledge and experience to help customize your benefits program to include any or all the following:

Medical – Health Care
Dental Coverage
Life Insurance
Long and Short-Term Disability

Laris Insurance Agency, LLC also has the experience to advise and administer either fully insured or partially self-insured plans.

This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.

**810 Crescent Ave.
Lockport, Louisiana 70374
(985) 532-5576**

**627 E. Admiral Doyle Dr.
Office #6
New Iberia, Louisiana 70560
(337)364-5514**

**2424 Edenborn Ave. Suite 455
Metairie, Louisiana 70001
(800)375-6013**

**451 Corporate Dr.
Houma, Louisiana 70360
(800) 375-6013**

**1001 East Service Rd. Hwy 190,
Suite 203
Covington, LA 70433**

Agency Personnel/Service Team

Rudy Laris Jr.
Account Executive
Email: rudyjr@larisinsurance.com

Julie C. Parks
Account Manager
Email: julie@larisinsurance.com

Jackie Comeaux - Certificates
Email: jackie@larisinsurance.com

Reyne Terrebonne - MVRs
Email: reyne@larisinsurance.com

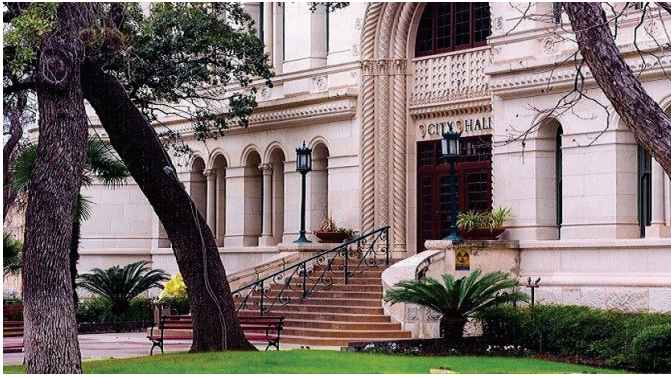
Claude Richardel - Contract Review
Email: claudio@larisinsurance.com

Brenda Bowman
Claims
Email: brenda@larisinsurance.com

Additional Services

Contract Review: Another important service we provide is contract review of insurance requirements, therefore please provide us with copies of all contracts, preferable before you sign them. The scope of our review is to determine if your insurance program addresses the types and amounts of insurance coverage referenced in the contract. We will also identify the significant insurance obligations and advise you if changes are required in your insurance program to meet the insurance obligations of the contract.

This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.



Municipalities – Quote

Terrebonne Parish Consolidated Government

Thank you for providing American Alternative Insurance Corporation the opportunity to present Terrebonne Parish Consolidated Government with the attached renewal proposal.

Premium Summary

\$1,070,288 Excess Insurance Premium

\$4,395 Terrorism

Total = \$1,074,683 (Terrorism is not mandatory)

Premium is minimum and deposit, not auditable.

Layer Summary

See Limits and Retentions below.

For over 25 years, we have been providing public and nonprofit entity clients with alternative market insurance solutions to meet their specific needs. We understand the risk inherent in these operations, and we deliver a variety of products through a consultative approach.

We have highly skilled professionals who work with our clients to ensure they receive the support and services that meet their specific needs. We have experts in virtually all fields of underwriting, actuarial, and claims, as well as in many other supporting services, who take time to understand our clients' operations.

My Community Workplace - We continue to offer access to Mycommunityworkplace.org, a web-based platform designed specifically for public and nonprofit entities. The site offers management-level training, including sexual harassment prevention, discrimination prevention, and ethical behavior. Model policies and forms are provided as well as a daily article on vital workplace risk issues. Mycommunityworkplace.org is dynamic and can be adapted to meet your organization's needs.

Our financial strength is recognized by the leading rating agencies. We hold some of the industry's strongest insurer financial strength ratings: A+ (Superior) from A.M. Best, AA- (Very Strong) from S&P, Aa3 (Excellent) from Moody's, and AA- (Very Strong) from Fitch.

We appreciate the opportunity to count Terrebonne Parish Consolidated Government amongst our clients and are very happy to discuss in more detail the services and products we can provide to you in the future.

Quote Detail

This quote is valid until March 31, 2022

Issue Date:	2/03/2022
Insured:	Terrebonne Parish Consolidated Government 8026 Main Street Houma, Louisiana 70360
Insurer:	American Alternative Insurance Corporation
Share:	100%
Policy Number:	Renewal of N1-A2-RL-0000051-04
Producer:	Breckenridge Insurance Group - St. Louis, MO
Term:	Effective 4/1/2022 12:01 AM Standard time at your location and expiring 4/1/2023 12:01 AM Standard time at your location

Limits and Retentions

MAJOR LINE OF BUSINESS SUB LINE OF BUSINESS	SPECIFIC LIMIT	ANNUAL AGG LIMIT	UNDERLYING RETENTION	COVERAGE TRIGGER	RETROACTIVE DATE
Automobile Liability	\$10,000,000	N/A	\$500,000	Accident	N/A
General Liability	\$10,000,000	\$20,000,000	\$500,000	Occurrence	N/A
Law Enforcement Liability*	\$10,000,000	Included	\$500,000	Occurrence	N/A
Employee Benefits Liability*	\$10,000,000	Included	\$500,000	Claims-made	4/1/17
Sexual Abuse*	\$5,000,000	\$5,000,000	\$500,000	Claims-made	4/1/17
Employers Liability [a]*	\$6,000,000	\$6,000,000	\$1,750,000	Occurrence	N/A
Employers Liability [b]*	\$6,000,000	\$6,000,000	\$1,550,000	Occurrence	N/A
Wrongful Acts Liability	\$10,000,000	\$20,000,000	\$500,000	Claims-made	3/1/03
Public Officials Liability*	\$10,000,000	Included	\$500,000	Claims-made	3/1/03
Employment Practices Liability*	\$10,000,000	Included	\$500,000	Claims-made	3/1/03
Sexual Harassment*	\$10,000,000	Included	\$500,000	Claims-made	3/1/03
Miscellaneous Professional Liability	\$10,000,000	\$20,000,000	\$500,000	Claims-made	4/1/18

*Sub-limits/Sub-lines are included and not in addition to the Major Lines of Business covered above. While the Sexual Abuse Aggregate is limited to \$5,000,000, it does erode the \$20,000,000 General Aggregate Limit under the General Liability.

Employers Liability: [a] Police officers, firefighters, gas company, electric light or power cooperative; [b] All other. While the Employers Liability Aggregate is limited to \$6,000,000, it does erode the \$20,000,000 General Aggregate Limit under the General Liability

Limits Structure:	Separate limits applicable to Auto Liability; General Liability (including Law Enforcement Liability, Employee Benefits Liability, Sexual Abuse, and Employers Liability); Wrongful Acts (including Public Officials Liability, Employment Practices Liability and Sexual Harassment); and Miscellaneous Professional Liability
Premium:	<p>\$1,070,288 Annual Excess Insurance Premium</p> <p>\$4,395 Terrorism</p> <p>Total = \$1,074,683</p> <p>Minimum and deposit premium, due within 30 days of inception. Premium is not auditable.</p>
Defense Cost Treatment for Insurer Limit:	Defense cost outside the limit subject to a maximum of \$1,000,000
Defense Cost Treatment for Insured Retention:	Defense cost inside the retention
Cancellation:	<p>(90) Days for Cancellation and Non-Renewal</p> <p>(20) Days for Non-Payment of Premium</p>
Policy Form:	Retained Limit Form
Claims Administration:	<p>Terrebonne Parish Consolidated Government has been agreed to as the Claims Administrator for business covered herein.</p> <p>A. It is understood and agreed that the Insured shall not make any changes in the Claims Administration without the prior written approval of the Insurer prior to the implementation of any such changes.</p> <p>B. The terms of Paragraph A shall take precedence over any other agreement between the Insured and the Insurer regarding such Claims Administration.</p> <p>C. We may decide to audit the TPA during this policy year. If we do decide to audit we will provide at least 60 days of notice. Any and all recommendations by the Munich Reinsurance America, Inc. Claims Department will be completed within 90 days of receiving written notice.</p>
Risk Management Funds:	In an effort to continue to support the meaningful Risk Management practices of Terrebonne Parish Consolidated Government, Munich Reinsurance America, Inc. has allocated \$8,000 from our Risk Management Fund to apply to an approved Risk Management Proposal. Terrebonne Parish Consolidated Government can submit their proposal to Munich Reinsurance America, Inc. for consideration. Once approved and performed by an outside vendor, Munich Reinsurance America, Inc. will make a direct payment to the vendor performing the service or for Risk Management equipment purchased up to the allocated amount specified above.
General Conditions:	<p>Terrebonne Parish Sheriff's Office</p> <p>All operations of Terrebonne Parish Sheriff's Office are excluded under this policy. These operations will be excluded in form RL 2076A.</p>

General Conditions:

Terrebonne Parish Utilities Operations

All utilities operations of Terrebonne Parish Consolidated Government are excluded under the General Liability Coverage Part of this policy. These operations will be excluded in form RL 2076B.

Sexual Harassment Policy Statement and Procedures

Current Sexual Harassment Sexual Harassment Policy Statement and Procedures were reviewed and Munich Re recommends that the current personnel policies and procedures undergo a complete review based on current standards and best practices. A sample Sexual Harassment Policy Statement and Procedures are being included along with this Quotation.

Strip Search Policy Recommendation

A section should be added concerning the strip searching of disabled person(s), example Strip search of physically disabled persons A "physically disabled person" means a person who requires an assistive device for mobility, including, but not limited to, a wheelchair, brace, crutch or artificial limb. A search of a physically disabled person shall be conducted in a careful manner. If a search of a physically disabled person requires the removal of an assistive device or involves a person lacking sensation in some portion of his or her body, the search shall be conducted with extreme care by a person who has had training in handling physically disabled persons.

Uninsured and Underinsured Motorist (UM/UIM) Coverage

UM/UIM coverages are not provided in this quote. However, at the Insured's request these coverages can be added for an additional premium. Please advise if these coverages are requested or if the Insured wishes to reject. Prior to binding, the Insurer requires a completed, signed, and dated acceptance/rejection form.

Loss Runs

Receipt of currently valued loss runs on the following dates if there is a change in exposures or a significant increase in Bodily Injury, Property Damage, or Professional Liability claim values: 7/1/22, 10/1/22, 12/1/23, and 2/1/23

Deregulation Form

A signed and returned Deregulation form (separately attached) is required prior to binding.

Financial Responsibility Requirements

When an entity is self-insuring for limits that meet or exceed a state's Financial Responsibility requirements, there are various ways the entity can meet the proof of insurance requirements. In some states, the DMV (Department of Motor Vehicles) issues an Automobile ID card to the self-insurer showing the self-insurer as the carrier and their assigned self-insurance number as the policy number. In others, the self-insurer receives a memorandum of self-insurance that is carried in the entity's vehicles as proof of insurance. Therefore, the excess insurance carrier providing insurance above the Financial Responsibility requirements should not be evidenced on the Automobile ID card. All producers and brokers placing business for an entity that is self-insuring for limits that meet or exceed a state's Financial Responsibility requirements should not issue Automobile ID cards identifying the excess insurance carrier. An entity that is self-insuring for limits that meet or exceed a state's Financial Responsibility requirements, including one that is exempt from Financial Responsibility requirements, needs to contact its Department of Motor Vehicles for guidance on handling the proof of insurance requirements.

Terrorism Coverage

Additional Premium for Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA) coverage is **\$4,395**. TRIPRA coverage is inclusive of all lines of business

General Conditions:

quoted except as outlined in the attached Policyholders Disclosure Notice of Terrorism Insurance coverage. TRIPRA coverage is not sub-limited nor annually aggregated, unless the line of business for which coverage is being provided is sub-limited or annually aggregated, in which case the TRIPRA coverage follows the same terms the line of business for which the TRIPRA coverage is being provided follows. TRIPRA coverage is not excluded from Aggregate Excess coverage, i.e. if TRIPRA coverage applies to the specific coverage for a given line of business, then TRIPRA coverage also applies to Aggregate Excess coverage for such given line of business.

If TRIPRA coverage is rejected, all lines of business included in the quote are applicable to the TRIPRA exclusion.

This quote is subject to the receipt of a signed and dated Terrorism Disclosure Notice (separately attached) prior to binding.

Additional Information:**Claims**

Please advise our Claims Department of any claims occurring during the contract period. Notices should be sent via mail or email to the following address:

American Alternative Insurance Corporation
555 College Road East
Princeton, NJ 08543
Phone: 609-243-4200
Fax: 609-243-4558

clmsins@munichreamerica.com

Forms and Endorsements:

RL 1000 CDEC	Common Policy Declaration
RL 1000 LDEC	Liability Coverage Parts Declarations
RL 1000 PC	Policy Conditions
RL 1000 LC	Liability Conditions Definitions and Exclusions
RL 1000 GLOC	General Liability Coverage Part - Occurrence
RL 1000 AU	Automobile Liability - Coverage Part
RL 1000 WRCM	Wrongful Acts Liability Coverage Part - Claims Made
RL 1000 MPCM	Misc. Professional Liability Coverage Part - Claims Made
RL 2006	Dams and Reservoirs
RL 2007	Defense Outside Excess Limits (subject to a limit of \$1,000,000)
RL 2015	Law Enforcement Endorsement
RL 2017	Liquor Liability Amendment
RL 2031	Employee Benefits Liability (General Liability Claims Made)
RL 2032A	Retained Limits Policy Changes – Blanket Additional Insured
RL 2032B	Retained Limits Policy Changes – Waiver of Subrogation
RL 2032C	Retained Limits Policy Changes – Knowledge of Occurrence
RL 2045	Employer's Liability
RL 2067	Minimum Premium
RL 2070	Watercraft
RL 2092	Sexual Abuse General Liability (Claims Made)
RL 2180	Cancellation Condition Amendment
RL OFAC01	Violation of Economic or Trade Sanctions

Exclusions (In addition to those contained in the agreed policy form)	RL 2034	Mold/Fungal Pathogens Exclusion
	RL 2076A	Exclusion - Designated Operations – Terrebonne Parish Sheriff's Office operations
	RL 2076B	Exclusion - Designated Operations – Utilities operations
	RL 2090	Silica and Silica-Related Dust Exclusion
	RL 2172	Unmanned Aircraft Exclusion
	RL 2177	Communicable Disease Exclusion

Disclaimer: This quote represents the Insurer's proposed terms and conditions, which may not include all of the requested terms and conditions. This quote document is intended to show evidence that the insurance as described above has been offered and shall be subject to all terms and conditions of the policy which shall be issued and that, in the event of any inconsistency herewith, the terms and conditions of such policy shall prevail.

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Monday, March 21, 2022

Item Title:

Right of Use Agreement between TPCG and Harold Cleveland, Sr.

Item Summary:

Introduce an ordinance authorizing the Parish President to execute a renewal of a Right of Use Agreement between Terrebonne Parish Consolidated Government and Harold Cleveland, Sr. for the property that bears a municipal address of 408 Country Estates, Houma, LA 70364 and call a public hearing on said matter on Wednesday, April 13, 2022 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/15/2022	Executive Summary
Ordinance	3/15/2022	Ordinance
Cooperative Endeavor Agreement	3/15/2022	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Introduce an Ordinance authorizing the Parish President to Execute a renewal of a Right of Use Agreement between TPCG and Harold Cleveland, sr. for the property that bears a municipal address of 408 Country Estates, Houma, LA 70364; and call a public hearing on April 13, 2022 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG received a ten-million-dollar grant from the FEMA Hazard Mitigation Grant Program (HMGP) in January of 2003. As part of the "buy-back" portion of the FEMA HMGP program, has purchased several different properties in Terrebonne Parish. FEMA imposes stringent deed restrictions consistent with their "open space" philosophy on the property obtained by TPCG through the grant monies. TPCG requires assistance in the care and maintenance of these properties, as well as assistance in ensuring that the use of the Property remains consistent with FEMA requirements. The User desires to maintain the property and uphold the FEMA requirements in exchange for the right of use of the property.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

TPCG and User believe that entering into this agreement will serve a public purpose and have a public benefit commensurate with the cost.

TOTAL EXPENDITURE

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Mike Toups, Parish Manager

3-15-22
Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A RENEWAL OF A RIGHT OF USE AGREEMENT BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND HAROLD CLEVELAND, SR. FOR THE PROPERTY THAT BEARS A MUNICIPAL ADDRESS OF 408 COUNTRY ESTATES, HOUMA, LOUISIANA 70364.

WHEREAS, Section 2-11 of the Terrebonne Parish Home Rule Charter requires an ordinance to convey or lease or authorize the conveyance or lease of any lands or property of the parish government.; and

WHEREAS, the Terrebonne Parish Consolidated Government and Harold Cleveland, Sr., desire to enter into a Right of Use Agreement for the period set forth in the agreement (agreement attached herein); and

SECTION I

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council (Public Works Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, is hereby authorized to sign and to execute all documents necessary to execute a Right of Use Agreement with Harold Cleveland, Sr. for the period set forth in the agreement and approved by the legal department.

SECTION II

NOW, LET IT FURTHER BE ORDAINED any section, clause, paragraph, provision, or portion of these regulations found to be invalid is severable and shall not affect the validity of the whole.

This ordinance, having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING.

ABSTAINING:

ABSENT:

The Chair declared the ordinance adopted on this, the ____ day of _____ 2022.

DARRIN GUIDRY, CHAIR

TERREBONNE PARISH COUNCIL

SUZETTE THOMAS

COUNCIL CLERK

TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

Approved _____ Vetoed

Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

I, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on _____, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT
FOR RIGHT OF USE
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
HAROLD CLEVELAND, SR.**

BE IT KNOWN, that on the respective dates and at the places below mentioned, and in the presence of the undersigned authorities, Notaries Public, in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, the following Cooperative Endeavor Agreement (hereinafter referred to as “Agreement”) is made and entered into, by and between:

I. PARTIES

- 1.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, whose present mailing address is 8026 Main Street, Suite 700, Houma, LA, 70360, herein represented by its Parish President, Gordon E. Dove (hereinafter referred to as “TPCG”) by authority in Ordinance Number _____;
- 1.2 HAROLD CLEVELAND, SR.**, (SSN XXX-XX-8496) (DOB 09/27/1956), a person of full age of majority, married twice, first to Sonyia Gabriel, from whom he is judicially divorced, and then to Samantha Hayes Cleveland, with whom he lives and resides, domiciled and residing in the Parish of Terrebonne, State of Louisiana, whose mailing address is 402 Country Estates Drive, Houma, LA (hereinafter referred to as “USER”);

(hereinafter known and designated as USER, and a person of the masculine gender, whether one or more);

II. PREAMBLES

- 2.1 WHEREAS**, Article VII, Section 14 of the Louisiana Constitution provides that, “[F]or public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private corporation or individual”; and
- 2.2 WHEREAS**, the Terrebonne Parish Consolidated Government (“TPCG”) received a ten-million-dollar grant from the FEMA Hazard Mitigation Grant Program (“HMGP”) in January of 2003; and
- 2.3 WHEREAS**, TPCG, as part of the “buy-back” portion of the FEMA HMGP program, has purchased several different properties in Terrebonne Parish; and
- 2.4 WHEREAS**, FEMA imposes stringent deed restrictions consistent with their “open space” philosophy on the Property obtained by TPCG through the grant monies; and
- 2.5 WHEREAS**, TPCG requires assistance in the care and maintenance of these properties, as well as assistance in ensuring that the use of the Property remains consistent with FEMA requirements; and
- 2.6 WHEREAS**, USER desires to maintain the Property and uphold the FEMA requirements in exchange for the right of use of the Property; and
- 2.7 WHEREAS**, TPCG and USER believe that entering into this agreement will serve a public purpose and have a public benefit commensurate with the cost; and
- 2.8 NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and the mutual benefits to be derived by both parties herein, TPCG, represented by the undersigned, and

USER respectfully agree to the following obligations, promises, terms, and conditions, to-wit:

TPCG hereby grants a Right of Use to USER for the following property, which shall also be known as the “Property” or “Premises,” situated in the Parish of Terrebonne, State of Louisiana:

2.8.1. A certain tract of land situated in the Parish of Terrebonne, State of Louisiana, in Section 64, T 16 S, R 17 E, being more particularly described on a map entitled “COUNTRY ESTATES, a subdivision of Property Belonging to Michael Gene Burke and Elie Seaux, Jr., located in Section 64, T 16 E, R 17 E, Terrebonne Parish, Louisiana,” made by Michael Gene Burke, Surveyor, dated June 12, 1967, and of record under Entry No. 325112, in COB 443, at folio 314, of the records of Terrebonne Parish, Louisiana, as LOT NO. SEVEN (7) of Block NO. SIX (6); said lot measuring one hundred seventy-eight feet, four and thirteen-sixteenths inches (178’4-3/16”) on the North side of Country Estates Drive and measuring one hundred ninety-six feet, two and three-fourths inches (196’2-3/4”) on its Eastern lot line and measuring one hundred sixty-two feet, two and one-sixteenth inches (162’2-1/16”) on its Western lot line, and measuring one hundred seventy-five (175’) feet on the rear or northernmost boundary; said lot being bounded on the North by property of Robert H. McClendon, now or formerly, South by Country Estate Drive, East by Lot Six (6) and West by Lot Eight (8), together with all improvements thereon, and all rights, ways, privileges, and servitudes thereunto belonging or in anywise appertaining.

This property bears the Municipal Address: 408 Country Estates Drive, Houma, Louisiana 70364.

2.8.2. This Agreement is for the conventional, personal servitude of right of use, and it is made and accepted for and in consideration of all of the terms, conditions, obligations, promises and stipulations as set forth herein below.

III. RECITALS

3.1 The preamble and preliminary recitals of this Agreement are incorporated herein as if restated in their entirety.

IV. EFFECTIVE DATE AND TERM

4.1 Effective Date. This Agreement shall become effective on the date when the last party to sign has executed this Agreement.

4.2 Term. The term of this Agreement shall be for three (3) years from the execution of this cooperative endeavor agreement.

V. CONSIDERATION

5.1 CONSIDERATION. This Right of Use granted to USER is for the use of the Property as green space only, and it is made for and in consideration of this entire Agreement, in accordance with the terms of FEMA and TPCG, as set out in this Agreement and established by law, of the above described Property for the term of this Agreement.

VI. USE AND MAINTENANCE OF PREMISES

6.1 It is understood and agreed that the Premises herein consist only of the Property described within this Agreement, which shall be used as green space or as otherwise authorized by this Agreement.

6.2 USER hereby binds and obligates himself to occupy the Premises as a prudent caretaker, and to further maintain said Premises in a neat, orderly, and sanitary manner. USER further agrees to maintain the Property so that it shall not constitute a nuisance as provided by state statute and TPCG Code of Ordinances. USER further agrees to comply with all reasonable rules and regulations hereinafter adopted by TPCG.

6.3 Under no circumstances shall USER conduct and/or allow to be conducted any illegal and/or immoral activities on the Premises herein.

6.4 Under no circumstances shall USER conduct any commercial activity on the Property, business or otherwise, except as allowed by FEMA under the HMGP regulations applicable to this Property.

6.5 USER shall not encumber the Property. Any liens, mortgages, or encumbrances of any kind shall cause this Agreement to automatically terminate.

6.6 It is further agreed that USER assume sole responsibility at all times for the behavior of his guests, and that USER shall further be answerable to TPCG for any and all acts committed by, and liability of, said guests while on the Property herein.

6.7 It is mutually agreed and understood that the Premises are subject to deed restrictions as a result of the Property being acquired pursuant to a Federal Emergency Management Agency (FEMA) grant. In accordance with said grant, certain conditions for use have been imposed on the Premises in perpetuity. USER agrees to abide by all restrictions imposed on the Premises, which include, but are not limited to:

6.7.1 The land shall only be used for the purposes compatible with open space, recreational, or wetlands management practices. In general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. 206.434, as it reads now and may be amended in the future.

6.7.2 No new structures or improvements shall be erected on the Property other than:

- i. An improvement that is open on all sides and functionally related to the open space use;
- ii. An improvement that is compatible with the uses described in paragraph (6.7.1) above and approved by the Regional Director of FEMA, and TPCG, in writing, prior to the commencement of the consideration of the improvement.

6.8. Should USER desire to erect or modify any improvements on the Premises, USER shall first submit all plans for improvements to TPCG for prior written approval. USER also agrees to comply with federal, state, and local building regulations prior to making any improvements to or on the Property.

6.8.1 Except as otherwise indicated herein below, all such improvements placed on or made to the Premises or purchased thereon by USER shall remain the Property of the USER. Unless otherwise requested by the Parish in writing, the USER must remove any improvements before the termination of this Agreement or any renewal thereof, leaving the Premises in the state in which he received it.

6.8.2 In the event that said improvements are abandoned by USER at the termination of this Right of Use Agreement or any renewal thereof, said improvements shall become the Property of TPCG without cost to TPCG. TPCG further reserves the right to compel USER to remove said structures and improvements from the Premises, and in the absence of compliance by USER, TPCG may demolish and remove the structures and/or improvements at USER's cost, included but not limited to special and general damages and attorney fees.

6.8.3 Before USER may sell any of his improvements to the Property, the improvements shall be offered in writing to the TPCG at the sale price offered to third persons and the TPCG shall have thirty (30) days to accept or reject the offer.

6.8.4 In addition to the permissions required by FEMA and TPCG for constructing improvements on the Property, USER is also required to obtain, prior to improving the Property, any building, floodplain, or other permits required for such improvement.

- 6.9 TPCG, FEMA, and FEMA Representatives and assigns shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this Agreement.

VII. SURRENDER OF THE PREMISES

- 7.1 Upon termination of this Right of Use Agreement, or any renewals thereof, for any cause whatsoever, USER shall surrender the peaceful possession of the Premises. It is further understood and agreed that USER will leave said Premises in a neat and clean condition, free of any debris, trash, etc.

7.1.1 In the event that USER should fail to deliver the Premises in a clean and neat condition, thereby making it necessary for TPCG, its agents, and assigns, to remove any such trash or debris remaining thereon, then, and in the event, USER hereby binds and obligates himself to pay any and all costs and expenses incurred by TPCG, its agents, and assigns in the clean-up of said Premises. The obligation of USER to observe and/or perform his covenant shall survive the term of this Agreement.

7.1.2 USER further agrees and obligates himself to compensate the TPCG for any damage occurring or caused by the use of the Premises by USER and caused by the act or acts of USER, its agents, employees, or such other person or persons acting under or through his authority and direction.

VIII. INSURANCE

- 8.1 USER further binds and obligates himself to carry and maintain, in full force and effect, at all times during the term of this Agreement, or any extension thereof, a policy of Premises liability insurance covering the Premises, which said policy shall also name TPCG as an additional insured, against claims of bodily injury, death, or property damage occurring upon the Premises.

8.2 It is mutually agreed and understood by the parties hereto that coverage under said policy shall be issued by a financially responsible insurance company in a sum not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) per occurrence and in the aggregate for bodily injury and/or property damage. USER agrees to provide TPCG with Certificates of Insurance evidencing required coverage. Receipt and approval of Certificates of Insurance is a prerequisite to execution of this agreement.

8.3 USER further agrees and obligates himself to provide TPCG, upon request, with original copies of the insurance policy, together with evidence of the payment by USER of the policy premium, as well as all renewal premiums.

8.4 Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to each party listed as "additional insured."

8.5 It is further understood and agreed by the parties hereto that the failure by USER to carry and maintain liability insurance in the manner and amount herein provided will *ipso facto* cause this Right of Use Agreement to be immediately terminated.

IX. INDEMINIFICATION

- 9.1 It is understood and agreed by and between the parties hereto that the USER accepts the Premises in its present condition and assumes full responsibility for the condition of said Premises without any liability or obligation of any kind whatsoever upon the part of TPCG. USER agrees to protect, defend, indemnify, save and hold harmless the TPCG, its officers, agents, servants,

and employees, including volunteers from and against any and all claims, demands, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any Property, which may occur or in any way arise out of the use and occupancy of the Premises by USER, its officers, agents, servants, and employees, or others on said Premises by license or invitation of USER, except those claims, demands or causes of action arising out of the negligence of TPCG. USER agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs, attorney fees and expenses resulting or related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

X. TERMINATION

10.1 This Agreement shall be terminated under any or all of the following conditions:

- 10.1.1 By thirty (30) days written notice by TPCG; or
- 10.1.2 By written mutual agreement and consent of the parties hereto; or
- 10.1.3 At USER’s death; or
- 10.1.4 As provided in Section 13 regarding Default; or
- 10.1.5 Should the Property that is the subject of this Agreement become necessary for use by TPCG after a declaration of necessity by the governing authority for the parish.

XI. AMENDMENT

11.1 No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

XII. LEGAL COMPLIANCE

12.1 The parties shall comply with all federal, state, and local laws and regulations in carrying out the provisions of this Agreement.

XIII. DEFAULT

13.1 In the event that the USER shall at any time violate any of the conditions of this Agreement, use the Property for any purpose other than green space or fail to comply with any of USER’s obligations herein, or upon the filing of a bankruptcy petition by USER, or should USER conduct any operation on said Premises in such a manner as to cause his rights under said Agreement to be subjected to a lien and/or seized by creditors or other persons and should such violation or violations continue for a period of fifteen (15) days after written notice has been given to USER of such failure and/or violation, then in that event, TPCG shall have the further option to declare this Agreement immediately cancelled or terminated, without waiving TPCG’s right to proceed against USER for any and all payments due or owing up to the time USER vacates the Premises all without putting USER in default. USER shall remain responsible for all damages or losses suffered by TPCG. USER hereby assents thereto and expressly waives the legal notice to vacate the Premises.

XIV. NOTICES

14.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party addressed as follows:

- 14.1.1 As to TPCG: Terrebonne Parish Consolidated Government
Attn: Gordon Dove, Parish President
P.O. Box 2768
Houma, LA 70361
- 14.1.2 As to USER: Harold Cleveland, Sr.

402 Country Estates Dr.
Houma, LA

14.1.3 Failure of USER to accept or retrieve notice by certified mail shall be considered dispositive.

14.2 Either party may change its address for notice by submitting notice to the other party in writing as directed in this section.

XV. OTHER TERMS AND CONDITIONS

15.1 ATTORNEY FEES

If it becomes necessary to employ the services of an attorney-at-law for the purpose of collecting any rental, costs, or damages owed to TPCG under this Right of Use, or to otherwise protect any rights or claims of the TPCG hereunder, USER obligates himself to pay the fee of the attorney so employed, which fee is hereby fixed at twenty-five (25%) percent of the amount claimed or a minimum of \$400.00, whichever is greater. USER further agrees to pay all court costs, expenses and sheriff's charges, if any.

15.2 PERFORMANCE BY TPCG OF USER'S OBLIGATIONS

Should USER fail to perform or keep any of his obligations provided for in this Agreement, then TPCG may, but shall not be obligated to do so, upon continuance of such failure by USER for fifteen (15) days after written notice to USER, and without waiving or releasing USER from any obligations, and as an additional, but not exclusive remedy, perform any such obligation, and all necessary and incidental costs and expenses incurred by TPCG in performing such obligations shall be deemed rent owed to TPCG by USER, and USER shall be obligated to pay said rent to TPCG on demand. In the event that USER thereafter fails to pay said additional rent, then TPCG shall have the rights and remedies as in the case of default by USER in the payment of rentals.

15.3 FORCE MAJEURE

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

15.4 NO WAIVER

The failure of the either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

15.5 NON-ASSIGNMENT

The privileges herein shall not be assigned in whole or part in any manner, and USER shall not have the right to assign or lease this Right of Use or the Property herein. This Agreement is non-transferable and non-heritable.

15.6 GOVERNING LAW

The validity, interpretation, and performance of this Agreement, including all documents related thereto, shall be controlled by and construed in accordance with the laws of the State of Louisiana.

15.7 CLAIMS OR CONTROVERSIES

The venue of any suit filed in connection with any claim or controversy shall be the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.

15.8 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be considered as if such invalid, illegal, or enforceable provision had never been contained in this Agreement.

XVI. FEMA COMPLIANCE IF APPLICABLE

16.1 Civil Right Compliance. The USER agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and USER agrees to abide by the requirements of the Americans with Disabilities Act of 1990. USER agrees not to discriminate in its employment practices and will render services under the contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by USER, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

16.2 ENVIRONMENTAL REQUIREMENTS

16.2.1 Clean Air Act. USER acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants. USER shall comply with this Act when performing work hereunder.

16.2.2 Energy Conservation. USER agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

16.2.3 Federal Water Pollution Control Act. USER acknowledges that the Federal Water Pollution Control Act, popularly known as the Clean Water Act, is a comprehensive law aimed at restoring and maintaining the chemical, physical and biological integrity of the nation's waters. The Act authorizes water quality programs, requires federal effluent limitations and state water quality standards, requires permits for the discharge of pollutants into navigable waters, provides enforcement mechanisms, and authorizes funding for wastewater treatment construction grants and state revolving loan programs, as well as funding to states and tribes for their water quality programs. USER shall comply with this Act when performing work hereunder.

16.2.4 Material Safety Data Sheets. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with the delivery of each applicable product. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may cause the contract to be cancelled.

16.3 Debarment and Suspension. USER acknowledges that no contract shall be made to parties listed on the General Services Administration's List of Parties. Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.'s 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and USERS declared ineligible under statutory or regulatory authority other than E.O. 12549.

16.4 Byrd Anti-Lobbying Amendment. USER will be expected to comply with Federal statutes required in the Byrd Anti Lobbying Amendment, 2 CFR 200 Appendix II (J) and 31 U.S.C. 1352

as may be amended and Debarment and Suspension Executive Orders 12549 and 12689, see 2 CFR 200 Appendix II (I).

- 16.5 DHS Seal, Logo, And Flags. The USER shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without FEMA pre-approval.
- 16.6 Compliance With Federal Law, Regulations, And Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The USER will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 16.7 No Obligation By Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, USER, or any other party pertaining to any matter resulting from the contract.

XVII. SIGNATURES OF THE PARTIES

17.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT

THUS DONE AND SIGNED on this ____ day of _____, 2022, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

WITNESSES: **TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

Printed:_____ **BY:** _____
GORDON E. DOVE
PARISH PRESIDENT

Printed:_____

NOTARY PUBLIC

17.2 HAROLD CLEVELAND, SR.

THUS DONE AND SIGNED on this ____ day of _____, 2022, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

WITNESSES: **USER**

Printed:_____ **BY:** _____
HAROLD CLEVELAND, SR.

Printed:_____

NOTARY PUBLIC

Category Number:
Item Number: 8.



Monday, March 21, 2022

Item Title:

Personnel Policy Manual Presentation

Item Summary:

Presentation on proposed changes to the Personnel Policy Manual.

ATTACHMENTS:

Description

Executive Summary

Upload Date

3/16/2022

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Presentation on proposed changes to the Personnel Policy Manual

PROJECT SUMMARY (200 WORDS OR LESS)
See above.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
See Above

TOTAL EXPENDITURE			
N/A			
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
ACTUAL		<u>ESTIMATED</u>	
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)			
<u>N/A</u>	NO	YES	IF YES AMOUNT BUDGETED: N/A

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
<u>PARISHWIDE</u>	1	2	3	4	5	6	7	8	9

_____s/Kandace M. Mauldin, CFO

Signature

_____March 16, 2022

Date



Monday, March 21, 2022

Item Title:

Ordinance to adopt Personnel Policy Manual

Item Summary:

Introduce an ordinance to adopt the Terrebonne Parish Consolidated Government Personnel Policy Manual and call a public hearing on said matter on Wednesday, April 13, 2022 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/16/2022	Executive Summary
Ordinance	3/16/2022	Ordinance
Backup	3/16/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
An Ordinance to adopt the Terrebonne Parish Consolidated Government Personnel Policy Manual

PROJECT SUMMARY (200 WORDS OR LESS)
See above.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
See Above

TOTAL EXPENDITURE			
N/A			
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
ACTUAL		<u>ESTIMATED</u>	
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)			
<u>N/A</u>	NO	YES	IF YES AMOUNT BUDGETED: N/A

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
<u>PARISHWIDE</u>	1	2	3	4	5	6	7	8	9

s/Kandace M. Mauldin, CFO

Signature

March 16, 2022

Date

**AN ORDINANCE TO ADOPT THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT PERSONNEL
POLICY MANUAL AS PROPOSED BY THE COMMITTEE AND TO PROVIDE FOR RELATED MATTERS**

SECTION I

WHEREAS, the Terrebonne Parish Consolidated Government's Human Resources Department maintains the Terrebonne Parish Consolidated Government Personnel Policy Manual developed in accordance with the Terrebonne Parish Charter Section 4-10(d); and

WHEREAS, Section 4-10(e) of the Terrebonne Parish Charter provides that the Terrebonne Parish Consolidated Government Personnel Policy Manual be adopted by Ordinance; and

WHEREAS, a committee was made up of directors and employees to review the current Terrebonne Parish Consolidated Government Personnel Policy Manual and propose a new manual that focuses on retaining dedicated employees and competitively attracting and recruiting potential new employees; and

WHEREAS, after several months of meeting and reviewing the policies as well as surveying current employees, the committee presented the proposed manual to Administration, and

WHEREAS, Administration concurs with the recommendations of the committee and desires to adopt the proposed manual as the Terrebonne Parish Consolidated Government Personnel Policy Manual in accordance with the Terrebonne Parish Charter Section 4-10(d).

SECTION II

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government that the proposed manual be adopted as the Terrebonne Parish Consolidated Government Personnel Policy Manual

SECTION III

If any work, clause, phrase, section, or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections, and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION IV

This Ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

PERSONNEL
POLICY MANUAL



Effective MAY 1, 2022

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1.0 INTRODUCTION

- 1.1 Disclaimer
- 1.2 Scope of Coverage
- 1.3 Objectives
- 1.4 Management Rights
- 1.5 Dissemination
- 1.6 Amendment
- 1.7 Administration of the Manual

1.1 DISCLAIMER

If any provision, or any portion thereof, contained in the *Personnel Policy Manual* is held to be unconstitutional, invalid, or unenforceable, that remainder or a portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Henceforth, the *Personnel Policy Manual* shall be known as the manual, Terrebonne Parish Consolidated Government shall be known as the Parish, the Terrebonne Parish Council¹ shall be known as the Council, and the Home Rule Charter² for the Parish shall be known as the Charter.

For ease of reference, please note the following.

- All defined terms³ are in *italics* when used throughout this manual.
- **May** or **should** as used in this manual denotes an ability to use discretion or contingency based on the facts of the situation.
- **Shall, will, or must** as used in this manual denotes an obligation or mandatory duty, without the use of discretion.
- A **Section** not specifically noting the document refers to a Section of this manual.
- A **subsection** not specifically noting the Section refers to that same Section.
- The Parish President, Parish Manager, and *Director* may appoint a designee to act on their behalf.
- References to the United States Code (USC), Code of Federal Regulations (CFR), and Louisiana law were current as of the date of implementation of this manual. All references to legal citations may be amended by the legislative bodies controlling those laws.

All questions concerning any policy in this manual shall be directed to the *Human Resources Director*.

Prior Parish policies as of the date of the implementation of this manual shall be handled as follows.

- ***Probationary periods*** currently in effect shall continue based on the policy in place on the date of hire.
- **Annual leave hours** shall convert to *personal leave*. *Personal leave* will begin to accrue at the rates in accordance with subsection A of Section 4.5.
- ***Sick leave hours*** shall remain in the *employee's sick leave* bank, but no additional hours shall be accrued unless and until the balance falls below the maximum in accordance with subsection B of Section 4.6. Use of these hours shall be treated in accordance with Section 4.6.
- ***Compensatory time*** shall remain in the *employee's compensatory time* bank, but no additional hours shall be accrued unless and until the balance falls below the maximum in accordance with subsection A of Section 3.6.

¹ The **Council** is the legislative branch of the Parish.

² The **Home Rule Charter** for the Parish can be found online at library.municode.com.

³ Definitions are listed in the **glossary** at the end of this manual.

- **Seniority pay** shall convert to the method of compensation in accordance with subsection A of Section 3.7 with no back pay.
- **Maternity leave** currently in effect shall convert to *parental leave* in accordance with Section 4.7 with no back pay.
- **Continuing education** shall be phased out, and all payments under these policies shall terminate on May 31, 2022. These programs shall be replaced with **merit awards** in accordance with Section 3.8.

An *employee* who violates any policy in this manual shall be subject to disciplinary action in accordance with Section 10.

1.2 SCOPE OF COVERAGE

- A. The provisions of this manual shall apply to all *classified employees* of the Parish. Certain provisions of this manual shall apply to certain *unclassified employees* when specifically stated.
- B. To the extent authorized by law, the provisions of this manual shall apply to all civil service *employees* of the Parish, except for those policies itemized below. Exclusions from this manual shall not affect the application of policies provided for by federal law, state law, civil service regulations, or the personnel and standard operating procedures manuals specific to the *departments* of the Parish employing civil service members.
 - 2.4 Nepotism
 - 2.5 Vacancies
 - 2.8 Probation
 - 2.10 Transfer
 - 2.11 Demotion
 - 3.1 Classification Plan
 - 3.2 Salary Plan
 - 3.3 Pay Period
 - 4.5 Personal Leave
 - 4.6 Sick Leave
 - 4.8 Disability
 - 5.5 Leave of Absence Without Pay
 - 5.6 Administrative Leave
 - 6.1 Attendance
 - 6.8 Personal Appearance
 - 9.0 Non-Disciplinary Separation
 - 10.3 Disciplinary Action Appeals
 - 10.4 Human Resources Board
- C. It is the policy of the Parish that this manual be used as an outline of the basic human resources policies, practices, and procedures. The manual, however, is not intended to alter the employment-at-will relationship in any way for *unclassified* and *probationary employees*. This

manual contains general statements of Parish policy and should not be read as including the fine details of each policy.

- D. The provisions of this manual are subject to preemption by all applicable federal and state laws.
- E. Unless subject to exception of any Section, the provisions within this manual shall become a part of the employment conditions of each *employee* and employment with the Parish shall be contingent upon the *employee's* compliance with those provisions. No provision of this manual, or the manual itself, shall be considered to constitute a contract of employment.

1.3 OBJECTIVES

The Parish recognizes that a Human Resources Department, which recruits and retains competent, dependable *employees*, is indispensable to effective, efficient parish government.

The rules and procedures in the following pages are designed to:

1. promote high morale among Parish *employees* by fostering good working relationships and by providing uniform human resources policies, opportunities for advancement, and consideration of *employee* needs and desires;
2. maintain recruitment and *promotion* practices which will enhance the attractiveness of a Parish career and encourage *employees* to give their best effort to the Parish and the public;
3. provide courteous and dependable service to the public;
4. provide fair and equal opportunity for qualified persons to enter and progress in the Parish service in a manner based on merit and fitness as ascertained through fair and practical human resources management methods;
5. conduct all operations in an ethical and legal manner to generate by its actions a reputation as an efficient, progressing body in the community and state; and
6. provide a guide to Parish *employees* which gives written expectations for standards of work and *benefits* of employment.

1.4 MANAGEMENT RIGHTS

The Parish President and the *Human Resources Director* maintain the right to establish and interpret the policies governing its work forces, in accordance with the Charter, including the determination of methods and procedures, size of the working force, assignment of duties, hours of employment, compensation of *employees*, employment, discipline, *promotion*, *transfer*, and the right to relieve *employees* from duty because of lack of work or other legitimate reasons.

The provisions of this manual are not a complete statement of the policies regarding Parish *employees*.

1.5 DISSEMINATION

All *employees* shall be informed of the existence of these rules and shall sign an acknowledgement⁴ indicating they have reviewed the manual. An electronic copy will also be available on the Intranet and the *employee* portal.⁵

1.6 AMENDMENT

This manual may be changed, supplemented, or superseded at any time in accordance with the Charter.

1.7 ADMINISTRATION OF THE MANUAL

In addition to other duties as set forth in this manual and in the Charter, the *Human Resources Director* shall:

1. exercise leadership in developing a system of effective human resources administration within the Parish;
2. administer and interpret policies and procedures as they apply to all *departments* and *employees*;
3. maintain records of all *employees*, subject to the provisions set forth herein; and
4. advise *management* in all areas of human resources administration, including *employee-management* relations; training and career development; and *employee* health, safety, and morale.

⁴ The **Employee Personnel Policy Manual Acknowledgement** is available from the Human Resources Department.

⁵ **teamTPCG**, the *employee* portal, can be found online at teamTPCG.org.

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2.0 EMPLOYMENT

- 2.1 Equal Employment Opportunity
- 2.2 Workplace Harassment and Discrimination
- 2.3 Workplace Violence
- 2.4 Nepotism
- 2.5 Vacancies
- 2.6 Medical Examination
- 2.7 Employee Status
- 2.8 Probation
- 2.9 Training and Certification
- 2.10 Transfer
- 2.11 Demotion
- 2.12 Employee Files

2.1 EQUAL EMPLOYMENT OPPORTUNITY

The Parish is an equal employment opportunity employer and does not discriminate against an applicant or *employee* because of a person's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability, genetic information, or any other legally protected characteristic.⁶ This includes decisions regarding hiring, *discharge*, compensation, assignment, classification, *transfer*, *promotion*, *reduction in force*, recall, recruitment, testing, use of company facilities, training, *benefits*, and all other terms and conditions of employment opportunities, which shall be made based on job-related qualifications and abilities.

The Parish shall always follow the current guidelines from the U.S. Equal Employment Opportunity Commission (EEOC).⁷

2.2 WORKPLACE HARASSMENT AND DISCRIMINATION

As an equal opportunity employer, the Parish is firmly committed to providing a productive work environment that is free of unlawful *harassment* and *discrimination*. The Parish will not tolerate *harassment* or *discrimination* based on an individual's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability, genetic information, or any other legally protected characteristic.

The Parish's commitment applies to all decisions regarding hiring, *dismissal*, compensation, assignment, classification, *transfer*, *promotion*, *reduction in force*, recall, recruitment, testing, use of company facilities, training, *benefits*, and all other terms and conditions of employment opportunities, which shall be made based on job-related qualifications and abilities. This includes a commitment to provide reasonable accommodations that enable qualified disabled individuals to perform the essential functions of their jobs.

- A. All members of *management* and *employees* are expected to create and maintain a work environment free of *harassment* and *discrimination* where all persons are respected. This includes the duty to:
1. report all instances and complaints of *harassment* and/or *discrimination*, whether experienced personally or witnessed, to *management* or the *Human Resources Director*;
 2. take the appropriate action to correct and prevent *harassment* or *discrimination*; and
 3. cooperate with any investigation into complaints of *harassment* or *discrimination*.

Employees must recognize that personal behavior, conduct, and language that are acceptable to one person may offend another. This policy is based on the effect of an individual's action rather than the intent. Even if an *employee* intended no harm, if the effect is offense, humiliation,

⁶ The **Prohibited Employment Policies/Practices** can be found online at eeoc.gov.

⁷ The **U.S. Equal Employment Opportunity Commission (EEOC)** can be found online at eeoc.gov.

intimidation, insult, or ridicule of another *employee*, the result may create a violation of this policy. This policy is not meant to interfere with or discourage friendships among *employees*. However, *employees* must be sensitive to behavior, conduct, and language that may be considered offensive to other *employees*.

- B. Actions, words, jokes, or comments based on an individual's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability, genetic information, or any other legally protected characteristic **will not be tolerated**.
1. **Harassment on the grounds of a legally protected class.** Any verbal, physical, or visual conduct toward an individual or a group related to a *legally protected class*, which makes that individual or group feel frightened, offended, humiliated, intimidated, insulted, ridiculed, undermined, or reinforces stereotypes is considered *harassment*. Examples include:
 - a. using derogatory names, insults, jokes, verbal abuse, threats, or comments in discussion or conversations aimed at a *legally protected class*;
 - b. ridiculing an individual or group solely based on their *legally protected class*; and
 - c. refusing to cooperate, work, or associate with an individual or group because of their *legally protected class*.
 2. **Sexual harassment.** Any unwelcomed sexual advance, request for a sexual favor, and any other verbal, physical, or visual conduct of a sexual nature where such actions or allowance of such actions are made a condition of employment, interfere with an individual's work performance, or create an intimidating, hostile, or offensive working environment are considered sexual harassment. Examples include:
 - a. requiring a sexual act or favor to keep a job or obtain a *promotion*, additional compensation, or other benefit;
 - b. directing or implying threats that submission to sexual advances will be a condition of employment or continued service with the Parish;
 - c. possessing, viewing, or disseminating while on duty material such as pornographic or sexually explicit posters, calendars, graffiti, jokes, cartoons, or objects;
 - d. unwanted, unwelcomed, and unwarranted sexual advances (e.g., sexual requests, comments, or innuendoes; sexual jokes, gestures, or statements; suggestive messages through text, instant message, email, or voicemail; leering; or stalking);
 - e. intentional, malicious, or unwelcomed physical conduct that is sexual in nature (e.g., touching, pinching, patting, brushing against, massaging, pulling at another's body or clothes); and
 - f. physical assaults on other *employees* (e.g., rape, sexual battery, molestation) or any attempt to commit such acts.

- C. All *employees* have the right to raise concerns and/or file complaints regarding an alleged violation of this policy.
1. If an *employee* thinks they have been *harassed* or *discriminated* against, or if an *employee* thinks they have witnessed *harassment* or *discrimination* of any other *employee*, they shall report the alleged violation as soon as possible to the *employee's supervisor*.
 2. If an *employee* thinks they have been *retaliated against* for resisting or complaining about any unlawful *harassment* or *discrimination*, they shall report the alleged *retaliation* as soon as possible to the *employee's supervisor*.
 3. If the *supervisor* is unavailable, or if the *employee* does not feel it would be appropriate to report to their *supervisor*, the *Director* or the *Human Resources Director* shall be notified.

When reporting an alleged act in violation of this policy, an *employee* must be as specific and detailed as possible. Any *employee* who becomes aware of violations of this policy shall promptly advise their *supervisor* and the *Human Resources Director*, who will handle the matter promptly.

The Parish prohibits *retaliation* against any *employee* who lodges a good faith concern or complaint of unlawful *harassment* or *discrimination* or who participates in any related investigation.

The Parish recognizes that making false accusations of *harassment* or *discrimination* in bad faith can have serious consequences for those who are wrongly accused. **Therefore, the Parish prohibits employees from deliberately making false, misleading, and/or malicious allegations of *harassment* or *discrimination*, as well as deliberately providing false or misleading information during an investigation.**

- D. The Parish will take all allegations of violations of this policy seriously and will investigate the claim to determine whether the policy was violated based on a thorough review of the facts and circumstances of each situation.
1. **Results of investigation.** The Parish will complete its investigation in a timely manner. All *employees* are required to cooperate with such investigations. The Parish will promptly notify the complainant and the alleged *harassing* party of the outcome of the investigation and any remedial action to be taken once the investigation is complete.
 2. **Conflict of interest.** The Parish will make every effort to ensure that parties named in the report, or those too closely associated with parties involved in the report, will not participate in the investigation.
 3. **Third-party investigator.** The Parish reserves the right and hereby provides notice that *third parties* may be used to investigate claims of a violation of this policy.

The EEOC⁸ enforces federal *discrimination* laws. If an *employee* thinks they have been discriminated against, *harassed*, or *retaliated* against for resisting or complaining about any unlawful *harassment* or *discrimination*, the *employee* may file a complaint with the EEOC.

The Louisiana Commission on Human Rights⁹ also has enforcement power over claims of *discrimination* prohibited by Louisiana law.

- E. Every *employee* shall be required to undergo at least one (1) hour of *harassment* and *discrimination*/diversity training per calendar year.

2.3 WORKPLACE VIOLENCE

The Parish is concerned with its *employees'* safety and health and is firmly committed to reducing the risk of *workplace violence* by providing a *workplace* free from any type of violence. The Parish shall not tolerate *violence* in the *workplace* and shall make every effort to prevent violent incidents from occurring.

- A. Prompt and accurate reporting of all violent incidents or threats shall be required whether physical injury has occurred or not.

The Parish shall not discriminate against victims of *workplace violence* nor *retaliate* against an *employee* for reporting a violent incident in the *workplace* or participating in an investigation into *workplace violence*.

- B. The Parish shall be responsible for creating and maintaining a *workplace* designed to prevent and deter *workplace violence* by:
1. communicating the policy prohibiting *workplace violence* and the Parish's procedures for addressing such situations to all *employees*;
 2. designating an individual in the Human Resources Department to be responsible for the overall implementation of a *workplace violence* prevention program;
 3. assessing each *department's* vulnerability for *workplace violence* (threat assessment);
 4. developing and implementing a plan to address and prevent *workplace violence* (crisis management plan);
 5. ensuring that all *employees* are aware of the reporting procedure;
 6. protecting victims of *workplace violence*;
 7. providing training to *management* about recognizing conditions that might contribute to *workplace violence*, and to properly address and respond to these situations;
 8. providing training to *employees* about recognizing and responding to potentially violent or violent situations in the *workplace*;

⁸ The U.S. Equal Employment Opportunity Commission (EEOC) can be found online at eeoc.gov.

⁹ The Louisiana Commission on Human Rights can be found online at louisiana.gov.

9. establishing relationships with supportive services that may need to be contacted in response to *workplace violence*; and
 10. providing information to *employees* about resources and services available to them in response to *workplace violence* and the potential for domestic violence to enter the *workplace*.
- C. Examples of *workplace violence* include:
1. injuring another person physically or mentally;
 2. engaging in behavior that creates a reasonable fear of injury to another person;
 3. engaging in behavior that subjects another person to extreme emotional distress;
 4. possessing, brandishing, or using a weapon that is not required by the *employee's position* while at the *workplace* or engaged in Parish business;
 5. damaging property intentionally;
 6. threatening to injure a person or to damage property; and
 7. committing injurious acts motivated by or related to domestic violence or sexual harassment.
- D. All *employees* have the right to raise concerns and/or file complaints of an alleged violation of this policy. All allegations of violations of this policy must be reported as soon as possible to the *employee's supervisor*. If their *supervisor* is unavailable or if the *employee* does not feel it would be appropriate to report to that person, the *Director* or the *Human Resources Director* shall be notified.

When reporting an alleged act in violation of this policy, an *employee* must be as specific and detailed as possible. Any member of *management* or *employee* who becomes aware of violations of this policy shall promptly advise the *Director* and the *Human Resources Director*, who will handle the matter in a timely manner.

The Parish prohibits *retaliation* against any *employee* who lodges a good faith concern or complaint of *workplace violence* or who participates in any related investigation.

The Parish recognizes that making false accusations of *workplace violence* in bad faith can have serious consequences for those who are wrongly accused and **prohibits deliberately making false and/or malicious allegations of *workplace violence*, as well as deliberately providing false information during an investigation.**

- E. The Parish will take all allegations of violations of this policy seriously. The Human Resources Department will investigate the claim to determine whether the policy was violated based on a thorough review of the facts and circumstances of each situation.
- F. Acts of violence occurring outside of the *workplace* may be grounds for disciplinary action where the *appointing authority* determines that the violent conduct committed has an adverse impact

on the *employee's* ability to perform the responsibilities and duties assigned to their *position* or that it undermines the effectiveness of the Parish's activities.

2.4 NEPOTISM

The Parish will not employ members of the *immediate family of employees* to work in the same office or work crew or in a direct *supervisory* relationship and will comply with La. R.S. 42:1119.¹⁰

2.5 VACANCIES

- A. *Management* shall notify the *Human Resources Director* in writing when a *vacancy* occurs or is imminent.
- B. The *Human Resources Director* shall publicly announce by appropriate means all *vacancies* to be filled in the Parish and shall maintain a list of announced *vacancies* for public inspection. Each announcement shall contain a statement affirming the Parish's commitment to a policy of equal employment opportunity.
- C. The applications shall be accepted for a minimum period of three (3) days.
- D. An application must be properly completed and submitted before the applicant will be considered for employment or transfer.
- E. The Human Resources Department will review and screen all applicants. Applicants with appropriate qualifications may be interviewed by *management*.
- F. Applicants shall be required to provide any information and undergo any examinations necessary to demonstrate compliance with prescribed qualification requirements for the *positions* involved.
- G. The Human Resources Department may reject any application which does not provide evidence of the minimum qualifications required for the *position*. An applicant may also be eliminated from consideration upon other reasonable grounds, including:
 - 1. failing or refusing to submit to a mandatory *drug or alcohol* test;
 - 2. having been *dismissed* from previous employment, including with the Parish, *for cause*;
 - 3. having a poor driving record and/or an excessive number of violations for *positions* in which driving a Parish vehicle is one of the essential elements of the job;
 - 4. refusing to participate in the retirement system as required;
 - 5. being under the age of 18;
 - 6. being an undocumented worker not legally allowed to work; or

¹⁰ La. R.S. 42:1119 can be found online at legis.la.gov.

7. having been convicted of any felony or other crime that indicates the applicant may not be suitable for the job for which they are applying.

2.6 MEDICAL EXAMINATION

- A. In the interest of ensuring that prospective employees are physically able to perform the duties of their new position, the Parish shall require a medical examination after making an offer of employment to a job applicant and before the prospective employee begins their employment duties. The offer of employment will be conditioned on the results of that medical examination.
- B. The Parish may also require an *employee* to undergo a medical examination or psychological evaluation (fit-for-duty) anytime during employment where it is questionable whether the *employee* is capable of performing the duties of their job or when it is deemed to be in the best interest of the Parish, its other *employees*, or the public.
- C. The Parish will select the physician or other health care provider to administer any medical examination or psychological evaluation required in accordance with this Section. The cost of all such medical examinations or psychological evaluations shall be borne by the Parish.
- D. The results of all medical examinations and psychological evaluations shall be evaluated by the Human Resources Department to determine if further action is necessary.

2.7 EMPLOYEE STATUS

All *employees* of the Parish shall be designated *full-time* or *part-time* and *permanent*, *temporary*, or *seasonal*.

2.8 PROBATION

The purpose of the *probationary period* is for *management* to closely observe and evaluate the work and fitness of *employees*. *Management* shall retain only those *employees* who meet acceptable standards during the *probationary period*.

- A. Upon employment, all *classified employees* shall be required to successfully complete a minimum *probationary period* of one hundred and eighty (180) days and have a satisfactory formal evaluation in accordance with subsection C to be considered a *permanent employee*.
- B. An *employee* may be *terminated* at any time during the *probationary period* when, in the judgment of *management*, the *employee's* fitness and/or quality of work do not merit continuation in the *position*.
- C. Prior to the end of the *probationary period*, *management* shall conduct a formal performance evaluation to determine whether the *employee* meets the acceptable standards of their *position* and thus will become *permanent employee*.

2.9 TRAINING AND CERTIFICATION

- A. All *employees* may be required to attend at least four (4) hours of approved training annually, with at least two (2) hours of the training related to general employment issues and/or safety issues. Records of *employee* training will be maintained by the Risk Management and Human Resources Departments.
- B. The *Human Resources Director* may periodically examine current and proposed training programs to ensure their relevance to both the present and projected employment needs of the Parish and the identified training needs of the *employees*.
- C. All *employees* shall receive on-the-job training to prepare them for performance of tasks for which they are accountable. The purpose of on-the-job training is to show the *employee* the duties to be performed, the correct procedures for accomplishing those duties, and the level of achievement expected. Conducting such training is the responsibility of *management*.
- D. *Management* shall counsel *employees* in planning career development toward *promotion*. Specific training programs, prerequisite to certain *promotions*, may be prescribed and monitored by *management* with the approval of the *Human Resources Director*.
- E. The Parish will cover 100% of the cost of all job-required *employee* certification. Before the Parish approves payment for the cost of any certification exceeding \$500, the *employee* must sign a Cost of Training Payback Agreement,¹¹ which shall be kept in the employee's personnel file.
 - 1. If the cost of any certification exceeds \$500, the *employee* must agree to remain employed by the Parish for one (1) year following completion of the certification.
 - 2. If the cost of any certification exceeds \$1,000, the *employee* must agree to remain employed by the Parish for two (2) years following completion of the certification.
 - 3. Should the *employee* voluntarily *terminate* employment prior to completing the agreed upon one (1) or two (2) year employment term, the *employee* shall reimburse the Parish for the full amount of the cost of the certification.
- F. The Parish may require a newly appointed *peace officer* to enter into a written employment contract as authorized by La. R.S. 40:2405(F),¹² as may be amended, to recapture *peace officer* training costs from those officers who leave employment prior to the employment period established in the statute.

2.10 TRANSFER

- A. A request for a *transfer* to another open *position* may be made by any *classified employee* to their *supervisor*. Any such *transfer* may be granted at the discretion of *management*.

¹¹ The **Cost of Training Payback Agreement** can be found on the *employee* portal at teamTPCG.org or from the Human Resources Department.

¹² **La. R.S. 40:2405(F)** can be found online at legis.la.gov.

- B. The Parish reserves the right to *transfer* its *employees* from one *position* to another or from one *department* to another according to need. If an *employee* refuses to be *transferred*, that *employee* may be subject to *termination*.
- C. A temporary *transfer* may be made to cover a short-term *vacancy* at the discretion of the *appointing authority*.

2.11 DEMOTION

Management may *demote* an *employee* whose ability to perform their required duties falls below *department* standard. *Demotion* to a lesser *position* may entail pay reductions as deemed appropriate by the *appointing authority*.

2.12 EMPLOYEE FILES

The *Human Resources Director* shall maintain official *employee* files on all Parish *employees*.

- A. Unless otherwise provided by law, *employee* files and information shall be confidential. The Louisiana Public Records Law governs the confidential and public characteristics of employee files.
- B. An *employee* shall have a right of reasonable inspection of their *employee* file. Any *employee* wishing to view their file shall make an appointment to do so at the Human Resources Department. Any *employee* wishing to obtain a copy of their *employee* file shall make a formal public records request.¹³
- C. No *employee* shall be allowed to remove any item from the *employee* file. If an *employee* disagrees with any information, they must immediately notify either their *supervisor* or the *Human Resources Director*. The *employee* may request a correction, ask for a deletion, or write a statement of disagreement with any item in the file, but only with the knowledge of the *employee's supervisor* and the *Human Resources Director*.
- D. *Management* may request to view an *employee* file if an *employee* requests a *transfer* to that department or if a former *employee* applies for an open *position*.

¹³ Request any **Parish public records** online from the Parish Records Custodian at TPCG.org pursuant to **La. R.S. 44:1**.

3.0 COMPENSATION AND CLASSIFICATION

- 3.1 Classification Plan
- 3.2 Salary Plan
- 3.3 Pay Period
- 3.4 Performance Evaluations
- 3.5 Overtime
- 3.6 Compensatory Time
- 3.7 Seniority Pay
- 3.8 Merit Awards
- 3.9 Holiday Compensation
- 3.10 Emergency Compensation
- 3.11 Travel
- 3.12 Workers' Compensation Insurance
- 3.13 Garnishments

3.1 CLASSIFICATION PLAN

The *Human Resources Director* shall prepare and administer the *classified human resources system* for the Parish based on an analysis of duties and responsibilities of *positions*. Class specifications shall include official classification title, nature of work, examples of duties, and minimum qualifications.

- A. Each *Director* shall be provided a copy of the *classification plan* and any amendments thereto. Official classification titles shall be used in all human resources and payroll matters.
- B. Annually, or at the request of a *Director*, the *Human Resources Director* may review the duties and responsibilities of any Parish *position* and make necessary adjustments to the *classified human resources system*.

3.2 SALARY PLAN

The Parish shall establish a *salary plan* within the *classified human resources system* with salary and wage ranges which provide for differentials among *positions* in the different classes of the *classified human resources system*.

- A. The *Human Resources Director* shall prepare and administer the *salary plan* for Parish *employees* subject to the annual budget approved by the Council. In positioning classes on salary schedules, the *Human Resources Director* shall consider the prevailing rates of pay among public and private employers, the duties, responsibilities, and qualifications required of *employees* in the respective classes, and other relevant factors.
- B. All new *employees* shall be compensated at no less than the minimum salary in the approved salary range for the *position*. The hiring *department* may recommend hiring above the minimum salary in the approved salary range for a *position* based on the knowledge, skills, abilities, and/or education of the new *employee*.
- C. An *employee* shall only be paid more than the maximum rate established in the approved *salary plan* when a cost-of-living adjustment (COLA) is applied.
- D. A *department* may recommend additional compensation for an *employee* anytime during employment applicable to skilled trade certifications, degrees, or licenses for the benefit of the *department* and the Parish.

3.3 PAY PERIOD

All Parish *employees* are paid biweekly unless otherwise provided by law. If a *holiday* falls on the scheduled payday, payment is issued on the preceding day. **Timesheets must first be approved and signed by management then submitted to Payroll for Parish employees to be paid.**

3.4 PERFORMANCE EVALUATIONS

To assist and motivate *employees* to obtain their maximum potential, the Parish shall require at minimum an annual performance evaluation with *classified employees* in accordance with the policy set by the *Human Resources Director*. Performance evaluations may also be conducted with *unclassified employees* at the discretion of the Parish President.

A. The specific objectives of performance evaluations include:

1. motivating and guiding *employees* toward greater self-development and improved performance by discussing significant strengths and areas needing improvement in a positive, constructive manner;
2. providing a means for evaluating *employee* suitability for *promotional* opportunities;
3. identifying training resource needs;
4. providing a record of *employee* progress;
5. providing a means of recommending *employees* for *reduction in force*;
6. providing a means to assist *management* in making merit salary determinations; and
7. providing a record of *employee's* prior performance.

B. Performance evaluations shall be prepared by the *employee's supervisor*, reviewed and signed by the next higher member of *management*, **then** discussed with the employee **in private**.

C. At the conclusion of the evaluation, the *employee* shall be required to sign the evaluation indicating that the evaluation was completed and discussed with them. Signing the evaluation will not indicate agreement or disagreement with the evaluation.

3.5 OVERTIME

A. The Parish shall follow the U.S. Fair Labor Standards Act (FLSA),¹⁴ as may be amended, which requires *overtime* compensation for *non-exempt employees* who physically work over forty (40) hours in a workweek at a rate not less than one and one-half (1.5) times their regular rate of pay unless otherwise provided by law.

B. *Exempt employees* shall not be entitled to *overtime* compensation.

C. *Non-exempt employees* must obtain approval from *management* prior to performing *overtime* work. This includes any work taken home to complete.

D. *Management* shall try to allocate *overtime* as evenly as possible among *non-exempt employees* qualified to do the work.

¹⁴ The **FLSA** can be found online at dol.gov.

- E. Any questions regarding the provisions of the FLSA and the designation of an *employee* as *exempt* or *non-exempt* shall be addressed by the Human Resources Department.
- F. The following shall not be considered time worked for purposes of determining *overtime* entitlement under the FLSA: *personal leave, sick leave, compensatory time, holiday benefit, emergency day benefit, parental leave, military leave, civil leave, short-term disability, workers' compensation, administrative leave, and leave of absence without pay.*

3.6 COMPENSATORY TIME

- A. In accordance with the FLSA and as a last resort due to budgetary constraints on the Parish, all *non-exempt employees* may accrue up to sixty (60) hours of *compensatory time* as approved for the *department*.

Non-exempt employees who fall under civil service may accrue up to two hundred and forty (240) hours of *compensatory time*.

- B. An *employee* who has accrued the maximum number of hours of *compensatory time* shall be paid *overtime* compensation for any additional *overtime* hours worked until the balance falls below the maximum again.
- C. An *employee* shall be permitted to use accrued *compensatory time* after it is requested if it would not unduly disrupt the operations of the *department*. All requests to use *compensatory time* shall be directed to the *employee's supervisor*.
- D. *Management* may, at its discretion, direct an *employee* to use their *compensatory time*.
- E. An *employee* may be required to use *compensatory time* prior to using *personal leave, sick leave, or any type of leave without pay*.
- F. *Employees* shall be compensated for all accrued *compensatory time* upon *termination of employment, transfer to another department, or change to exempt status based on the current rate of pay*.
- G. The Human Resources Department shall keep records of all *compensatory time* earned and used by *employees* in accordance with federal law.

3.7 SENIORITY PAY

It is the policy of the Parish to provide eligible *employees* with *seniority* pay in increments per year of continuous service to recognize their dedication to the Parish.

- A. Each *full-time, permanent employee* will earn *seniority* pay for each year of continuous *full-time, permanent* employment with the Parish as follows beginning in their fourth (4th) year of service.

<i>Current year of employment</i>	Compensation
1 thru 10	<ul style="list-style-type: none">• An additional \$0.01 per hour per year for years 1 thru 10
11 thru 20	<ul style="list-style-type: none">• An additional \$0.01 per hour per year for years 1 thru 10, plus• An additional \$0.05 per hour per year for years 11 thru 20
21 and beyond	<ul style="list-style-type: none">• An additional \$0.01 per hour per year for years 1 thru 10, plus• An additional \$0.05 per hour per year for years 11 thru 20, plus• An additional \$0.10 per hour per year for years 21 and beyond

- B. On the pay period that begins their fourth (4th) year of employment based on the *employee's seniority date*, the *seniority* pay shall be added to the *employee's* pay.
1. For *non-exempt employee's*, the *seniority* pay shall be added to their hourly rate.
 2. For *exempt employees*, the *seniority* pay shall be added to their salary.
- C. *Seniority* pay shall be added during payroll and shall not be included when determining pay changes, such as cost of living adjustments or merit increases.

3.8 MERIT AWARDS

The purpose of this policy is to encourage and reward unusual and meritorious suggestions, actions, procedures, and accomplishments by Parish *employees*, which promote economy and efficiency in the performance of any function of the government.

- A. Merit awards are available to *full-time, permanent employees* of the Parish in accordance with the provisions of this Section.
- B. Nothing herein shall conflict with civil service rules and regulations. An *employee* receiving incentive pay under the Houma Municipal Civil Service Rules shall not be eligible for the same or similar award under the merit award policy.
- C. Merit awards shall be in cash and not exceed two thousand dollars (\$2,000). Merit awards may be payable to the *employee* in reasonable monthly installments not to exceed a one (1) year period.

- D. An *employee* eligible for an award shall submit a written application to the *merit award committee* within thirty (30) days of obtaining the achievement. Applications must include explanations or documentation in support of the award. The *merit award committee* shall review the claim and make a determination in writing whether to grant or deny the merit award.
- E. An *employee* may nominate another *employee* by written application to the *merit award committee* within thirty (30) days of the qualifying event.
- F. Merit awards shall be paid for the following achievements.

No.	Achievement	Amount
1	A multilingual <i>employee</i> who provides interpretation services when those services are not required or expected of the <i>employee</i>	\$50 per occasion or \$1,000 per year (if provided frequently)
2	A life-saving act by an <i>employee</i> whose job does not include first responder duties	\$1,000 per occasion
3	An <i>employee</i> who obtains a certificate of successful training (or certificate renewal) required for a department or public benefit, but not required for the performance of the <i>employee's</i> job	\$2,000 per occasion
4	An employee obtaining a bachelor's degree in their field of work (excluding general studies) from a Louisiana accredited school.	\$750 (in a single, one-time payment only)
5	An employee obtaining an associate's degree in their field of work (excluding general studies) from a Louisiana accredited school.	\$500 (in a single, one-time payment only)
6	An <i>employee</i> obtaining a notary commission and authorized by Administration to notarize Parish documents	\$50 per occasion or \$1,000 per year (if provided frequently)
7	An <i>employee</i> who offers a written suggestion to the <i>Human Resources Director</i> regarding the change of policies or practices resulting in significant financial savings by the Parish ¹⁵	\$500 per occasion

- G. The merit award, once approved, shall be added to the *employee's* payroll check. If monthly payments are utilized, the monthly amount of the award shall be added on the *employee's* first payroll check of each month.
- H. Merit awards are not wages and shall not be included when determining pay changes, such as

¹⁵ This award is **not** available to *employees* whose job includes developing or implementing such changes; whose suggestion is written in the form of an individual complaint; whose plan is already being researched or considered; and whose plan does not simply transfer expenses from the Parish to another entity.

cost of living adjustments or merit increases.

3.9 HOLIDAY COMPENSATION

The following compensation policy shall be observed for Parish *holidays*.¹⁶

A. *Non-exempt employees*

1. **Holiday benefit.** For the hours they would normally be scheduled to work if the day were not a *holiday*, but not to exceed eight (8) hours, *employees* shall be paid at their regular rate of pay.
2. **Holiday regular allowance.** For hours worked that do not require *overtime* compensation.¹⁷

Type of employee	Rate of compensation
Non-civil service	One and one-half (1.5) times their regular rate of pay
Civil service	Regular rate of pay

3. **Holiday overtime allowance.** For hours worked that require *overtime* compensation.¹⁷

Type of employee	Rate of compensation
Non-civil service	Two (2) times their regular rate of pay
Civil service	One and one-half (1.5) times their regular rate of pay

B. *Exempt employees*

1. **Holiday benefit.** For the hours they would normally be scheduled to work if the day were not a *holiday*, but not to exceed eight (8) hours, *employees* shall be paid at their regular rate of pay.
2. **Holiday regular allowance.** *Exempt employees* are not eligible for holiday regular allowance.
3. **Holiday overtime allowance.** *Exempt employees* are not eligible for holiday overtime allowance.

C. *Holidays* that occur on an *employee's* regularly scheduled day off shall be paid as a *holiday benefit*.

D. *Holidays* that occur during a period of accrued paid leave, such as *sick leave* or *personal leave*, shall be paid as a *holiday benefit*, and the *employee* will not be charged leave for the absence.

¹⁶ For more information about **Parish holidays**, see Section 4.4.

¹⁷ In accordance with subsection A of Section 3.5 and the overtime rules of the FLSA.

- E. Should an *employee* who is required to work on a *holiday* call in sick, that *employee* must present a medical excuse on the first day returning to work or the *employee* may not receive the *holiday benefit* and may be subject to disciplinary action.
- F. *Holidays* that occur during leave without pay, *suspension*, *parental leave*, *administrative leave*, workers' compensation, or short-term disability shall not be paid as a *holiday benefit*.
- G. *Employees* missing any portion of the day before or after a *holiday* on *unauthorized leave* will not be paid the *holiday benefit*.
- H. *Holiday benefit* shall not be considered time worked for purposes of determining *overtime* entitlement under the FLSA.
- I. *Part-time employees* are not eligible for *holiday benefit*, holiday regular allowance, and holiday overtime allowance.
- J. If a *holiday* falls during a declared *emergency day*, the emergency compensation policy will be followed in accordance with Section 3.10, and no holiday compensation will be provided.

3.10 EMERGENCY COMPENSATION

Should the Parish President deem a workday an *emergency day* in accordance with Section 5.7, the following compensation policy shall be observed.

A. *Non-exempt employees*

1. **Emergency day benefit.** For the hours they would normally be scheduled to work if the day were not an *emergency day*, *employees* shall be paid at their regular rate of pay.
2. **Emergency regular allowance.** For hours worked that do not require *overtime* compensation.¹⁸

Type of employee	Rate of compensation
Non-civil service	One and one-half (1.5) times their regular rate of pay
Civil service	One and one-half (1.5) times their regular rate of pay

3. **Emergency overtime allowance.** For hours worked that require *overtime* compensation.¹⁸

Type of employee	Rate of compensation
Non-civil service	Two (2) times their regular rate of pay
Civil service	Two (2) times their regular rate of pay

¹⁸ In accordance with subsection A of Section 3.5 and the overtime rules of the FLSA.

B. *Non-exempt employees* are prohibited from working over sixteen (16) hours in a twenty-four (24) hour period without *Director* approval.

C. *Exempt employees*

1. ***Emergency day benefit.*** For the hours they would normally be scheduled to work if the day were not an *emergency day*, *employees* shall be paid at their regular rate of pay.
2. ***Emergency regular allowance and personal leave.***

Hours worked	Compensation type	Rate of compensation
First eight (8) hours	<i>Personal leave</i>	One (1) hour of leave for every hour worked
Second eight (8) hours	Emergency regular allowance	Employee's annual earnings below \$65,000: one and one-half (1.5) times their equivalent hourly rate of pay for every hour worked
		Employee's annual earnings of \$65,000 or above: their equivalent hourly rate of pay for every hour worked

3. ***Emergency overtime allowance.*** *Exempt employees* are not eligible for emergency overtime allowance.
- D. *Exempt employees* shall not be compensated more than sixteen (16) hours in a twenty-four (24) hour period.
- E. *Emergency days* that occur during a period of accrued paid leave, such as *sick leave* or *personal leave*, shall be paid as an *emergency day benefit*, and the *employee* will not be charged leave for the absence.
- F. Should an *employee* who is required to work on an *emergency day* call in sick, that *employee* must present a medical excuse on the first day returning to work, or the *employee* may not receive the *emergency day benefit* and may be subject to disciplinary action.
- G. *Emergency days* that occur during leave without pay, *suspension*, *parental leave*, *administrative leave*, *workers' compensation*, or short-term disability shall not be paid as an *emergency day benefit*.
- H. *Emergency day benefits* shall not be considered time worked for purposes of determining *overtime* entitlement under the FLSA.
- I. The Parish shall not be obligated to pay more than ten (10) days under the terms of this policy without formal extension from the Parish President.
- J. Emergency compensation timesheets for *exempt* and *non-exempt employees* must be approved by the *supervisor* and *Director* **before** they are submitted to the Finance Department.

3.11 TRAVEL

- A. *Employees* shall fill out the Travel and Training Approval Form¹⁹ and submit it to *management* and the Parish President for final approval. The approved Travel and Training Approval Form shall be provided to the Finance Department **before** any travel accommodation or related expenses are incurred.
- B. Request for *employee* advance
1. Advances will not be issued for same-day travel or for amounts less than \$100.
 2. *Management* shall submit a written request for a travel advance, approved by the *Director*, to the Finance Department at least two (2) weeks prior to travel dates.
 3. The *employee* to whom the advance check is made payable must sign an Acknowledgement of Employee Advance Form.²⁰ The *employee* signing the acknowledgement understands the check issued is a temporary advance. Upon return from travel, the *employee* shall submit receipts for use of the advance and/or any remaining cash.
 4. Within fifteen (15) days of returning from travel, the *employee* must submit a completed Employee Reimbursement Form²¹ with all receipts attached and any advanced cash not spent to their *supervisor* for approval.
 5. *Employees* who miss the deadline in accordance with subsection B (4) will have the total advance withheld from their next payroll check.
- C. Reimbursements
1. *Employees*, aside from Council and Council staff, are authorized reimbursements for expenses incurred while performing official duties as authorized by *management* or the Parish President in accordance with the Charter.
 2. Once the approved Employee Reimbursement Form²¹ with itemized receipts attached is submitted to the Finance Department, the Parish will issue a check for reimburse of the following types of expenses.
 - a. Transportation
 - b. Parking
 - c. Lodging
 - d. Meals
 - e. Miscellaneous (if clearly documented as Parish business-related only)

¹⁹ The **Travel and Training Approval Form** can be found on the *employee* portal at teamTPCG.org or from the Finance Department.

²⁰ The **Acknowledgement of Employee Advance Form** shall be provided by the Finance Department with the check.

²¹ The **Employee Reimbursement Form** can be found on the *employee* portal at teamTPCG.org or from the Finance Department.

3. Travel regulations

a. Transportation

1. Use of private (personal) vehicles

- i. Use of private vehicles by *employees* must be approved by the Parish President in accordance with subsection A of Section 6.6.
- ii. Proof of the appropriate levels of liability insurance²² set by the Parish must be submitted to the Risk Management Director prior to use.
- iii. Council, Council staff, justices of the peace, constables, and coroners will be reimbursed for transportation up to the maximum allowed by the U.S. Department of Internal Revenue Service (IRS) for standard business mileage.²³ All other *employees* will receive the standard rate as determined by the Parish President. **Travel to and from work will not be reimbursed.**
- iv. *Employees* receiving a vehicle allowance will be reimbursed after the first fifty (50) miles each way at one-half (0.5) times the standard rate as determined by the Parish President.

2. Use of Parish (public) vehicles

- i. Fuel will be secured using the fuel card assigned to the vehicle.
- ii. Reimbursement for additional fuel will be based on the actual cost of the fuel and the itemized receipt submitted.

3. Other forms of transportation, such as taxis, ride shares (Uber/Lyft), shuttles, buses, and rental cars are reimbursable with receipts for the travel dates only.

4. The *employee* shall be responsible for traffic citations, violations, court expenses, or any other expenses resulting from a violation of local or state laws resulting in fines or other costs in accordance with subsection D (3) of Section 6.6.

b. Parking

1. Self-parking expenses will be reimbursed at the actual rate based on the receipt.
2. If an *employee* chooses to utilize valet parking when self-parking is available, the *employee* will not be reimbursed. If valet parking is the only parking available, the *employee* will be reimbursed.

²² For the **current levels of liability insurance** required, contact the Risk Management Department.

²³ The **IRS standard business mileage rate** in **Publication 15-B** can be found online at [irs.gov/publications/p15b](https://www.irs.gov/publications/p15b).

c. Lodging

1. The Parish will pay lodging for an approved trip by:
 - i. reimbursing *employee* upon return;
 - ii. providing an advance²⁴ to *employee* to pay for the hotel; or
 - iii. paying the hotel directly in advance of the trip.
2. In all cases, the itemized lodging receipt must be returned to the Finance Department.

d. Meals

1. *Employees* are authorized to receive meal per diems for business travel based on the current IRS rates as noted in Publication 1542 – Per Diem Rates.²⁵
2. Partial day per diems for meals will be paid according to the following times.

Meal	Travel time
Breakfast	Travel begins at or before 6:00 a.m. on the day of travel and extends beyond 9:00 a.m.
Lunch	Travel begins at or before 10:00 a.m. on the day of travel and extends beyond 2:00 p.m.
Dinner	Travel begins at or before 3:00 p.m. on the day of travel and extends beyond 7:00 p.m.

3. Deductions will be made from the per diem for meals provided by the conference, workshop, etc. as an exception to this policy.
4. Per diems for meals during travel when the *employee* does not remain away overnight will be added to their next payroll check as those per diems are considered taxable wages.²⁶

e. Miscellaneous

1. Meal tips are included in the per diem.
2. Baggage tips at the hotel are reimbursed at \$3, paid one time upon each hotel check-in and check-out.
3. Optional functions are not eligible for reimbursement even if they are related to a conference (e.g., tours, dinners, socials, golf tournaments).

²⁴ For information about **employee advances**, see subsection B in Section 3.11.

²⁵ The **IRS current per diem rates** are available on the IRS website at [irs.gov](https://www.irs.gov) or from the Finance Department upon request.

²⁶ The **IRS taxable fringe benefits** can be found online on page 45 of the [IRS Taxable Fringe Benefits Guide](#).

3.12 WORKERS' COMPENSATION INSURANCE

The Parish pays the premium for workers' compensation insurance as required by Louisiana law. This insurance provides *employees'* coverage for medical expenses directly related to and associated with work-related injuries. It also provides indemnity benefits according to the law because of work-related injury, illness, and/or disability.²⁷

3.13 GARNISHMENTS

The Parish shall comply with the Louisiana Code of Civil Procedure and Revised Statutes²⁸ regarding the garnishment of an *employee's* wages. The Parish shall also deduct a processing fee in an amount provided by Louisiana law for each pay period during which the judgment of garnishment is in effect.

²⁷ For more information about **workers' compensation**, see subsection D in Section 4.8.

²⁸ The **Louisiana Code of Civil Procedure and Revised Statutes** can be found online at legis.la.gov.

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4.0 BENEFITS

4.1 Employee Health Benefits

4.2 Retirement Plan

4.3 Post-Retirement Benefits

4.4 Holidays

4.5 Personal Leave

4.6 Sick Leave

4.7 Parental Leave

4.8 Disability

4.1 EMPLOYEE HEALTH BENEFITS

- A. All *full-time, permanent employees* are eligible for coverage under the Parish's *group health insurance* after completing the first ninety (90) days of the *probationary period*. To obtain coverage, each *employee* must meet the requirements set forth by the insurer in the respective plan documents.
- B. Information intended to explain the *benefits* shall be furnished to all plan participants on a timely and continuing basis.
- C. The Parish reserves the right to modify, amend, or terminate these *benefits* as it applies to all *employees*.
- D. Any questions regarding the *benefits* shall be directed to the Risk Management Department.

4.2 RETIREMENT PLAN

- A. *Full-time, permanent employees* of the Parish shall be members of one of Louisiana's state retirement systems.
 - 1. Parish *employees* participate in Plan B of the Louisiana Parochial Employees' Retirement System (PERS).
 - 2. Civil service members of the Fire Department participate in the Firefighters' Retirement System of Louisiana (FRS).
 - 3. Civil service members of the Police Department participate in the Louisiana Municipal Police Employees' Retirement System (MPERS).
 - 4. The Registrar of Voters Office participates in the Louisiana Registrars of Voters Employees' Retirement System (ROVERS).
 - 5. District attorneys participate in the Louisiana District Attorneys' Retirement System (DARS).
 - 6. City judges participate in the Louisiana State Employees' Retirement System (LASERS) for City Judges.
- B. Membership in the retirement system is required at date of employment. Membership shall be cancelled only by *termination* or retirement. Leaving contributions in the retirement system or refunding contributions is determined at the time of *termination* based upon the current provisions set by the retirement system.²⁹
- C. Retirement is based upon the retirement system provisions in place at the time of retirement. Proper forms must be filled out in the Human Resources Department.

²⁹ For information about **post-retirement benefits**, see Section 4.3.

- D. All new *employees* shall be provided with the most recent retirement system summary book at the time of employment. The Human Resources Department shall distribute updates provided by the retirement systems as they are made available.
- E. Any questions regarding the retirement system shall be directed to the Human Resources Department, the *department* representative, or the retirement system directly. The retirement systems can be found online at the following sites.
 - 1. Parochial Employees' Retirement System (PERS) – persla.org
 - 2. Municipal Police Employees' Retirement System (MPERS) – lampers.org
 - 3. Firefighters' Retirement System (FRS) – ffret.com
 - 4. Registrars of Voters Employees' Retirement System (ROVERS) – larovers.com
 - 5. District Attorneys' Retirement System (DARS) – ladars.org
 - 6. State Employees' Retirement System (LASERS) – lasersonline.org
- F. Eligible *employees* may join the Deferred Retirement Option Plan (DROP) if it is available in the retirement system.³⁰

4.3 POST-RETIREMENT BENEFITS

- A. Post-retirement *group health insurance* benefits shall only apply to *full-time, permanent employees* who qualify and participate in one of the Parish retirement systems³¹ and who become eligible to retire while actively employed as *full-time employees*.
- B. *Employees* who, at the time of retirement, have not participated in the Parish's *group health insurance* for a minimum of five (5) continuous years immediately prior to retirement shall not be eligible for retirement *group health insurance* coverage. Additionally, retirees who chose not to participate in the *group health insurance* coverage at the time of their retirement will not be allowed to enroll at a later date.
- C. *Employees* hired on or after January 1, 2013
 - 1. **Parochial Employees' Retirement System.** Post-retirement *group health insurance* benefits shall only be available to eligible retiring *employees* with a minimum of thirty (30) years of service and who are at least fifty-five (55) years of age at retirement.
 - 2. **Municipal Police Employees' Retirement System or Firefighters' Retirement System.** Post-retirement *group health insurance* benefits shall only be available to those eligible retiring *employees* with twenty-five (25) years of service and who are at least fifty-five (55) years of age at retirement.

³⁰ Refer to the plan book or website for current information regarding the DROP program for each retirement system.

³¹ For more information about **Parish retirement systems**, see Section 4.2.

- D. *Employees hired prior to January 1, 2013*, having at least ten (10) years of *permanent, full-time* creditable service with the Parish and with the retirement age as defined by the Parish's retirement systems shall be eligible to continue participation in *group health insurance* benefits under the following vesting schedule.

Years of service	Percent per year
1 to 15 years	2.75%
16 to 20 years	3.75%
21 to 30 years	4%

- E. In no event shall the Parish be obligated to pay a greater percentage of the *group health insurance* premium for an eligible retiree than the Parish pays for an *employee*.

4.4 HOLIDAYS

Holidays are days within the regular workweek when *employees* shall be paid a *holiday benefit* but are not required to work.

- A. The following regular *holidays* shall be observed by all *employees*, including members of Police and Fire civil service systems.

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Lundi Gras
- Mardi Gras Day
- Good Friday
- Memorial Day
- Juneteenth National Independence Day
- Independence Day
- Labor Day
- National Presidential Election Day³²
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

In the event any of the above-named *holidays* fall on the same date, the *employee* will only be entitled to observe and be compensated for one (1) *holiday*.

- B. In addition to the provisions of this policy, any other *holidays* may be declared by the Parish President or the Council, which shall be observed by such *employees* under such conditions as might be specified in the declaration of such *holiday*.
- C. Should any of the above listed *holidays* fall on a day that is not a workday, the next following or immediately preceding workday, whichever is closer, shall be observed as a *holiday*, except for *non-exempt employees* who work on a rotating shift basis, who shall always observe the actual *holiday*.

³² **National Presidential Election Day** shall only be observed on the years that the President of the United States is elected, which is once every four (4) years.

4.5 PERSONAL LEAVE

It is the policy of the Parish to provide *full-time, permanent employees* with *personal leave* for vacation, rest, recreation, and to attend to personal affairs.

- A. *Personal leave* shall be earned in the following amounts, determined by length of *continuous service* and the hours for which each *employee* is paid, excluding *overtime*, holiday regular allowance, holiday overtime allowance, emergency regular allowance, emergency overtime allowance, on-call time, or travel and training outside normal working hours.

<i>Continuous service</i>	Hours per year	Days per year ³³
0 to 5 years	96	12
6 to 10 years	120	15
11 to 15 years	144	18
16 to 20 years	168	21
21 years and beyond	192	24

- B. *Personal leave* begins to accrue on an *employee's seniority date*. Once the *employee* successfully completes the *probationary period* in accordance with Section 2.8, the *employee* may use up to twenty-four (24) hours of accrued *personal leave*.
- C. Hours accrued for the current pay period are applied to current *personal leave* balance. These hours are not available for use in the pay period earned.
- D. Except in the case of an emergency, the use of *personal leave* must be pre-approved by *management*. Failure to gain such approval may result in the denial of payment of any available *personal leave* for the days missed.
- E. *Employees* may be required to schedule at least forty (40) hours of their *personal leave* consecutively at the discretion of the *Director*.
- F. *Management* reserves the right to restrict or cancel previously approved *personal leave* to meet the needs of the Parish. *Management* will inform *employees* of its intent as far in advance as possible.
- G. On the anniversary of the *employee's seniority date*, the remaining hours earned during the prior twelve (12) months are carried over for the following year. Any hours above what the *employee* earns in one (1) calendar year will be transferred to *sick leave* subject to the maximum hours in accordance with subsection B of Section 4.6. Excess *personal leave* hours not transferred to *sick leave* shall be lost.

³³ Days per year are based on an 8-hour shift.

- H. Upon *termination*, an *employee* who had successfully completed the *probationary period* shall be compensated for any unused *personal leave* accrued.
- I. *Part-time employees* shall not be eligible for *personal leave*.
- J. *Personal leave* taken shall not be considered time worked for purposes of determining *overtime* hours in excess of a normal workweek.

4.6 SICK LEAVE

It is the policy of the Parish to provide *full-time, permanent employees* with *sick leave* for any recognized medical reason for the *employee* or their *immediate family members*.

- A. *Sick leave* shall be earned at the rate of fifty-six (56) hours per year.
- B. *Sick leave* may be accumulated to a maximum of four hundred and eighty (480) hours. When an *employee* reaches the maximum, *sick leave* hours will no longer accrue until the *sick leave* balance falls below the maximum again.
- C. An *employee* requesting *sick leave* shall inform their *supervisor* of the illness as soon as possible; failure to do so prior to the start of the work shift may result in denial of *sick leave* pay for the period of absence.
- D. An *employee* missing three (3) consecutive workdays shall be required to provide a medical excuse upon their return to work to be paid any available *sick leave* for the days missed.
- E. *Management* may require a medical excuse to use *sick leave* hours at any time.
- F. The *employee* shall submit all medical-related documentation to the Human Resources Department.
- G. Upon official retirement from the Parochial Retirement System (PERS), the retiring *employee* will be allowed to either:
 - 1. be compensated at fifty percent (50%) up to a maximum of two hundred and forty (240) hours for the accumulated *sick leave* at the time the official retirement begins; or
 - 2. leave work and remain on the payroll of the Parish until the two hundred and forty (240) hours of *sick leave* are exhausted.

Retirement from PERS will commence the day after the *employee's* last day on the Parish payroll.³⁴

- H. Upon *termination*, an *employee* shall not be compensated for any unused *sick leave* accrued.
- I. *Part-time employees* shall not be eligible for *sick leave*.

³⁴ For **other retirement systems**, refer to the plan summary book in accordance with Section 4.2.

- J. *Sick leave* taken shall not be considered time worked for purposes of determining *overtime* hours in excess of a normal workweek.

4.7 PARENTAL LEAVE

- A. Each *full-time, permanent employee* who has been continuously employed for the immediate twelve (12) prior months as a *full-time, permanent employee* shall be eligible for *parental leave*.
- B. *Parental leave* shall be used for recuperating immediately following the birth of a *child* as well as bonding with a newborn or newly *adopted, foster (long-term)*, or otherwise legally placed *child*. *Parental leave* shall also be available if the pregnancy results in a late stillbirth (stillbirth occurring after 28 completed pregnancy weeks).
- C. The *primary parent* shall receive ten (10) weeks paid at one hundred percent (100%) of the *employee's* regular rate of pay (excluding *overtime*). The *primary parent* may extend their *parental leave* by two (2) additional weeks using any combination of their available *sick* or *personal leave*. The following restrictions apply.
1. *Parental leave* shall not exceed twelve (12) weeks.
 2. *Parental leave* shall be taken consecutively.
 3. *Parental leave* begins immediately following the *qualifying event* and ends twelve (12) weeks following the *qualifying event*.
- D. The *secondary parent* shall receive two (2) weeks paid at one hundred percent (100%) of the *employee's* regular rate of pay (excluding *overtime*). The following restrictions apply.
1. *Parental leave* shall not exceed two (2) weeks.
 2. *Parental leave* shall be taken consecutively.
 3. *Parental leave* may be taken anytime within the first six (6) months of the *qualifying event*.
- E. *Parental leave* may be used only once in a twelve (12) month period.
- F. A *surrogate mother* shall not be eligible for *parental leave*.³⁵
- G. Upon *termination*, an *employee* shall not be compensated for any unused *parental leave*.
- H. *Parental leave* shall not be used prior to the *qualifying event*. If the *employee* requires leave before the actual birth or *adoption* due to medical reasons or to fulfill legal *adoption* obligations, other available leave balances shall be utilized in accordance with Parish policy.
- I. *Parental leave* shall run concurrent with the FMLA.³⁶
- J. *Part-time employees* shall not be eligible for *parental leave*.

³⁵ A *surrogate mother* may be eligible for short-term disability in accordance with Section 4.8.

³⁶ For more information about **FMLA**, see Section 5.1.

- K. *Parental leave* taken shall not be considered time worked for purposes of determining *overtime* hours in excess of a normal workweek.

4.8 DISABILITY

If an *employee* becomes ill or injured and cannot work, they may be entitled to payments through short-term disability insurance or workers' compensation insurance.

- A. If there is reason to believe that an *employee* on any type of disability will be away from their *position* for an indefinite period, the Human Resources Department, with the approval of the *Director*, may proceed in the usual manner for filling the *vacancy* temporarily.
- B. If an *employee* supplements their income using *sick* or *personal leave*, the total of their disability pay plus their *sick* and *personal leave* **cannot exceed** their normal weekly gross pay (excluding *overtime*).
- C. Once an *employee* has been on any type of disability for six (6) months and all *sick* and *personal leave* has been exhausted, that *employee* will be *terminated*.
- D. **Work-Related (workers' compensation insurance)**
1. If the disability of an *employee* is of the nature that the *employee* is entitled to payments under any workers' compensation insurance,³⁷ the *employee* will be paid in accordance with the workers' compensation laws in effect at the time of disability.
 2. On the date of injury, the *employee* will be paid for the entire work shift. If the injury causes the *employee* to continue to miss work, the Risk Management Department must be notified. Should the disability continue, the *employee* will then be paid in accordance with subsection D (1).
 3. Questions regarding coordinating attendance at work with workers' compensation related medical treatment shall be directed to the Risk Management Department.
 4. An *employee* may use *sick* and *personal leave* to supplement their income while on workers' compensation in accordance with subsection B. The request shall be in writing and approved as authorized under this Section.
 5. Any *employee* who has had an accident or injury on the job and draws *benefits* under workers' compensation laws will continue to have *group health insurance* coverage for the *employee* and any eligible dependents on the same basis as existed when the *employee* was actively at work, and the *employee* will be billed accordingly by the Risk Management Department on behalf of the Parish.

³⁷ For more information about **workers' compensation insurance**, see Section 3.12.

6. If the attending physician has issued a return-to-work authorization, *management* shall return the *employee* to their former *position*. The person who had been chosen to fill the position shall be terminated with no right to severance pay.
7. If the attending physician has issued a return-to-work authorization, and if a *position* is available but the *employee* fails to report to work, this will be considered grounds for *termination*.
8. However, after every possible effort has been exhausted in putting the injured *employee* back to work, the *employee*, if meeting all the requirements of the workers' compensation laws, will be paid in accordance with the workers' compensation laws in effect at the time of disability.

E. Not Work-Related (short-term disability insurance)

1. If the disability of an *employee* is of the nature that the *employee* is entitled to payments under any short-term disability insurance plan, the *employee* will be paid those *benefits* provided by the disability plan in effect at the time of disability if that *employee* meets the eligibility requirements of the plan.
 2. If an *employee* becomes disabled for reasons that are not work-related, the *employee* **must** use *sick leave* to make up the difference in their normal weekly gross pay (excluding *overtime*) in accordance with subsection B until their *sick leave* balance reaches forty (40) hours. ***Employees may retain forty (40) hours of sick leave.***
 3. From the date of disability, *group health insurance* coverage for a disabled *employee* and their eligible dependents will be maintained on the same basis as existed when the disabled *employee* was actively at work until such time as all leave and short-term disability benefits are exhausted, and the *employee* will be billed accordingly by the Risk Management Department on behalf of the Parish.
 4. Should an *employee* be able to return to work before the end of the short-term disability period in accordance with subsection C, *management* may either:
 - i. return the *employee* to their former *position* (the person who had been chosen to fill the position shall be terminated with no right to severance pay); or
 - ii. place the *employee* in an equivalent *position*.
- F. For further details regarding short-term disability insurance or workers' compensation insurance, contact the Risk Management Department.

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5.0 ABSENCE

- 5.1 Family and Medical Leave
- 5.2 Civil Leave
- 5.3 Voting Time
- 5.4 Military Leave
- 5.5 Leave of Absence Without Pay
- 5.6 Administrative Leave
- 5.7 Emergency Event

5.1 FAMILY AND MEDICAL LEAVE

The Parish shall always follow the Family and Medical Leave Act (FMLA),³⁸ as amended, from the U.S. Department of Labor.

The FMLA entitles eligible *employees* to take unpaid, job-protected leave for specified family and medical reasons with continuation of *group health insurance* coverage under the same terms and conditions as if the *employee* had not taken leave.

FMLA, when applicable, shall be applied concurrently with any other type of available paid or unpaid leave, including but not limited to disability, *sick leave*, *personal leave*, *compensatory time*, and *parental leave*.

5.2 CIVIL LEAVE

Civil leave may be granted to an *employee* by the *appointing authority* for jury duty or a summons or subpoena.

- A. **Jury duty for the duration of the service upon presentation of proof of such duty.** An *employee* who receives notice of jury duty must notify their *supervisor* as soon as possible so arrangements may be made to cover their *position*.

An *employee* on jury duty will be expected to work as much of their regularly scheduled shift as the jury duty schedule permits, to the extent that combined time on jury duty and at work does not exceed the *employee's* normal workday.

- B. **Summons or subpoena to appear before any court, grand jury, or other public body or commission, except as a plaintiff or defendant.** An *employee* who receives a summons or subpoena must provide proof of the summons or subpoena and notify their *supervisor* as soon as possible so arrangements may be made to cover their *position*.
- C. An *employee* going to court on a personal nature, such as divorces or initiating or defending personal lawsuits, will be required to use *personal leave* to be paid for time lost from the job.
- D. *Civil leave* taken shall not be considered time worked for purposes of determining *overtime* hours in excess of a normal workweek.

5.3 VOTING TIME

The Parish encourages *employees* to exercise their right to vote. However, when the polls are open other than the normal workday, *employees* are expected to vote during non-working hours.

³⁸ The U.S. Department of Labor's FMLA policy can be found online at [dol.gov](https://www.dol.gov).

5.4 MILITARY LEAVE

Any *full-time, permanent employee* who is absent from work for service in the uniformed services of the United States military shall be entitled to all the benefits and protections of the Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. §4301),³⁹ Louisiana's Military Service Relief Act (MSRA) (La. R.S. 29:401),⁴⁰ and any other applicable federal or state law.

- A. *Full-time, permanent employees* who are members of the National Guard or any reserve component of the armed forces of the United States military who are called into service, whether in field training or encampment, or to duty with troops for field exercise or instruction shall be entitled to leave with pay up to the amount of fifteen (15) workdays during any one (1) calendar year.
- B. Any questions regarding the applicability of this policy or any federal or state law regarding *military leave* shall be directed to the Human Resources Department.
- C. *Military leave* taken shall not be considered time worked for purposes of determining *overtime* hours in excess of a normal workweek.

5.5 LEAVE OF ABSENCE WITHOUT PAY

The *appointing authority* may, upon the written request of an *employee*, grant said *employee* a leave of absence without pay when the *appointing authority* determines such leave is considered in the best interest of the Parish.

- A. Every attempt should be made to request a leave of absence without pay **before** the leave is taken.
- B. Leave of absence without pay may be granted for:
 - 1. medical reasons once all accumulated *sick leave* and leave under the FMLA have been exhausted or are unavailable; or
 - 2. any other reason once all *personal leave* and *compensatory time* have been exhausted or are unavailable.
- C. In order to maintain *group health insurance* benefits during a leave of absence without pay, the *employee* must pay the full cost of the premium.
- D. Requests for leave of absence without pay for illness or injury must include a statement from a healthcare provider that the *employee* is unable to perform their duties and must indicate the approximate length of time that the *employee* will be unable to perform their duties.
- E. *Employees* who desire to return from an authorized leave of absence without pay will be considered for either their original *position*, if vacant, or another at a similar level of responsibility

³⁹ 38 U.S.C. §4301 can be found online at [dol.gov](https://www.dol.gov).

⁴⁰ La. R.S. 29:422 can be found online at legis.la.gov.

and pay as soon as such is available.

- F. If an *employee* fails to return to work on the first working day following the expiration of a leave of absence without pay, the *employee* may be *terminated*.

5.6 ADMINISTRATIVE LEAVE

The *appointing authority* shall place an *employee* on *administrative leave* when it deems an administrative investigation into an *employee's* alleged actions or inactions is warranted or while utilizing the Parish's substance and alcohol abuse assistance (SAAA).⁴¹

- A. An **administrative investigation** shall be completed within thirty (30) days of placing the *employee* being investigated on *administrative leave*.
- B. At the expiration of the thirty (30) days, the *appointing authority* will either discipline the *employee* or return the *employee* to their position or both.

5.7 EMERGENCY EVENT

It is the policy of the Parish that the Parish President may deem a workday or a portion of a workday an *emergency day* which will require *employees* to remain at home or be required to return home from work.⁴²

Workdays may be deemed *emergency days* for purposes of this policy for emergencies or disasters, manmade or natural, such as severe weather, electrical outages, or other dangerous situations. Should the Parish President deem a workday an *emergency day*, the following policy shall be observed.

- A. Essential *employees* shall be designated by *management* at the beginning of each event, and a list shall be submitted to the Parish President, Director of Homeland Security and Emergency Preparedness, and Chief Financial Officer.
- B. In the event of an *emergency day* declared by the Parish President, all essential *employees* must report in the manner required by the *Director* for further instruction. Any essential *employee* who fails to report on an *emergency day* shall be subject to disciplinary action.
- C. In the event the Parish President designates an *emergency day* as only affecting an isolated area of the government, only those *employees* will be compensated in accordance with Section 3.10.
- D. Unless otherwise declared by the Parish President, an *emergency day* shall not be the same as a declaration of emergency or disaster pursuant to the Louisiana Homeland Security and Emergency Assistance and Disaster Act.⁴³

⁴¹ For information about **substance and alcohol abuse assistance (SAAA)**, see Section 7.8.

⁴² For information about **emergency compensation**, see Section 3.10.

⁴³ The **Louisiana Homeland Security and Emergency Assistance and Disaster Act** can be found online at gohsep.la.gov.

- E. Once an *emergency day* for purposes of the policy is declared to have ended by the Parish President, all *employees* are expected to return to work. Those *employees* not returning to work or those unable to return to work will be required to use *personal leave*, *compensatory time*, or leave without pay.

PROPOSED

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6.0 CONDUCT

- 6.1 Attendance
- 6.2 Punctuality and Tardiness
- 6.3 Safety
- 6.4 Job-Related Injuries
- 6.5 Tools, Supplies, and Equipment
- 6.6 Public and Private Vehicle Usage
- 6.7 Driver Qualification
- 6.8 Personal Appearance
- 6.9 Outside Employment
- 6.10 Mobile Device Usage and Personal Calls
- 6.11 Social Media and Web 2.0
- 6.12 Code of Ethics

6.1 ATTENDANCE

- A. It is essential for the smooth operation of the Parish that its *employees* report to work; regular and prompt attendance is required of all *employees*.
- B. The normal workweek for Parish *employees* shall be forty (40) hours starting at **12:00 a.m. Sunday** and ending at **11:59 p.m. Saturday**.
- C. All absences shall be recorded and deducted from the *employee's* leave in the number of actual hours taken. It is the responsibility of the *employee* to notify their *supervisor* of any anticipated leave to be taken or to call in before the start of the scheduled work shift to report any illnesses or emergencies.
- D. In *departments* where shift work is required, it shall be the responsibility of *management* to establish a minimum time frame for the *employee* to notify *management* of an imminent absence. Once the time frame is established, it must be posted for all to see and provided to the Human Resources Department.
- E. An *employee* who fails to call in for three (3) consecutive days to report their absence shall be deemed to have voluntarily *terminated* their employment with the Parish.

6.2 PUNCTUALITY AND TARDINESS

Punctuality is essential to the efficient and effective operation of the Parish, and it is the *employee's* responsibility to report to work on time.

- A. An *employee* is tardy when they arrive to work later than their scheduled time.
- B. Whenever an *employee* is tardy, they must either call or report to their *supervisor* as soon as possible and explain the reason for the tardiness.

6.3 SAFETY

It is the policy of the Parish that all *employees* are entitled to work in a safe and healthy environment. To accomplish this, continued emphasis will be placed on accident prevention, *employee* health protection, and general loss control.

Directors, management, and employees at all levels of the Parish workforce are directed to make job safety a matter equal in importance to all other operations.

- A. The Parish adopted a Safety Plan and Manual.⁴⁴ This plan and manual define the practices, procedures, and responsibilities of all *employees* regarding safety and loss control. Each member of *management* must become familiar with this plan and manual and must review the applicable

⁴⁴ The **Safety Plan and Manual** can be found on the *employee* portal at teamTPCG.org or from the Risk Management Department.

safety practices, procedures, and responsibilities with their *employees* prior to job assignment.

- B. These guidelines are established to assist *employees* in the areas of accident prevention. It is important to note that most accidents and/or incidents can be prevented by taking common-sense precautions.
- C. Any accident occurring in the scope of employment at any time of the day must be reported to the *employee's supervisor*. *Management* shall notify the Risk Management Department immediately.
- D. Upon notification of an accident, the *supervisor* shall complete all required accident forms,⁴⁵ which must be forwarded no later than forty-eight (48) hours after the accident to the Risk Management Department so the *employee* may be covered under workers' compensation insurance.

6.4 JOB-RELATED INJURIES

To provide Parish *employees* with the most expedient and professional medical care for on-the-job-injuries, a uniform method for reporting and handling injuries is established.

- A. Immediately following a job-related injury, an *employee* must inform *management*.
- B. *Management* shall notify the Risk Management Department **as soon as possible** of any job-related injuries and/or incidents. **Risk Management Department is available twenty-four (24) hours a day.** Once the Risk Management Department is notified, *management* shall fill out an Employer's Report of Occupational Injury or Disease.⁴⁶
- C. **Non-life-threatening situations.** *Management* shall contact the Risk Management Department immediately to discuss their role in transportation and/or to accompany the injured *employee* to a medical facility. If the *employee* insists on treatment at a medical facility, the Risk Management Department shall assist with the request.
- D. **Life-threatening situations.** *Management* shall render first aid treatment and contact emergency medical professionals by calling 9-1-1 to render immediate care to an injured *employee*. *Management* shall then immediately notify the Risk Management Department, which is available twenty-four (24) hours a day.

6.5 TOOLS, SUPPLIES, AND EQUIPMENT

All tools, supplies, and equipment needed to perform job duties shall be provided by the Parish. It is the responsibility of *management* to see that they are properly used and maintained.

- A. Misuse, neglect, theft, and abuse of tools, supplies, and equipment are prohibited.

⁴⁵ **Accident forms** can be found on the *employee* portal at teamTPCG.org or from the Risk Management Department.

⁴⁶ The **Employer's Report of Occupational Injury or Disease** is available from the Risk Management Department.

- B. Accidents involving misuse of tools or equipment shall be cause for disciplinary action.
- C. Loss or damage to tools, supplies, or equipment due to an *employee's* negligence or failure to return any tools, supplies, or equipment shall require payment by the *employee* for those tools.

6.6 PUBLIC AND PRIVATE VEHICLE USAGE

- A. Request to use a private (personal) vehicle for Parish business
 - 1. An *employee* must receive written permission from the Parish President before being allowed to use their privately-owned vehicle for Parish business.
 - 2. An *employee* must also maintain the levels of liability insurance⁴⁷ set by the Parish as required by the Risk Management Department. A certified copy of the appropriate amount of automobile insurance must be submitted to the Risk Management Director, along with the permission of use by the Parish President.
- B. Unless specifically authorized by the Parish President, Parish vehicles are not to be used for the purpose of traveling to or from home.
- C. No Parish vehicle may be utilized to transport any member of the public, including family members, except for official Parish business and with the written permission of the Parish President.
 - 1. In cases where an *employee* is on-call but going to a family function, the *employee* (including firefighters and law enforcement) should drive separately so their immediate departure to an on-call site will not be disrupted by having to drop off members of their family at a location away from the site.
 - 2. A Parish vehicle shall not be utilized as a private means of transportation.
- D. *Employees* operating Parish vehicles or operating private vehicles in the course and scope of their employment:
 - 1. are required to have a proper and valid Louisiana driver's license;
 - 2. must exercise caution and responsibility and adhere to sound safety regulations (reckless and destructive operation of vehicles shall be grounds for disciplinary action); and
 - 3. shall be responsible for all traffic citations issued to the *employee*.
- E. Any *employee* caught drinking and/or under the influence of *alcoholic beverages* or unauthorized *controlled dangerous substances* or other *drugs* while operating a Parish vehicle or while operating a private vehicle while in the course and scope of their employment shall be *terminated*.

⁴⁷ The **current required level of liability insurance** is available from the Risk Management Department.

6.7 DRIVER QUALIFICATION

It is the policy of the Parish to ensure the proper and safe operation of all vehicles and equipment through the periodic certification and/or requalification of all *employees* so authorized. Monitoring compliance and record maintenance shall be the responsibility of the Risk Management Department.

- A. Any *employee* authorized to operate any vehicle or equipment in the course and scope of their employment shall have:
 - 1. obtained the appropriate class Louisiana driver's license to do so (the Parish does not recognize a hardship driver's license as a valid Louisiana license);
 - 2. completed a Parish Driver Questionnaire;⁴⁸
 - 3. successfully completed an equipment observation test conducted by an individual authorized by the Risk Management Department; and
 - 4. received written authorization from the Risk Management Department to operate each type or class of vehicle.
- B. Any *full-time, permanent employee* may be reimbursed for pertinent expenses involved in acquiring a commercial driver's license (CDL) when one is needed to carry out their job assignments. The reimbursement shall be made upon submission of the proper receipts providing that the receipts are not dated over four (4) weeks from the date of submission.
- C. Every *employee* shall be required to immediately notify their *supervisor* of any change that affects the status of their driver's license. In such cases, a revised Parish Driver Questionnaire⁴⁸ shall be submitted within five (5) working days of this event.
- D. At least one (1) time per year, the Risk Management Department shall generate a motor vehicle report of the driver's license for each authorized driver/operator. This report may be compared with the Parish Driver Questionnaire⁴⁸ currently on file for that *employee* to determine if any conflicts exist.
- E. Following notice of any change of driver's license status, *management* shall be required, within ten (10) working days, to submit to the Risk Management Director a written recommendation of disciplinary action(s) which shall minimally include:
 - 1. a written reprimand and/or warning, made a part of the *employee's* file; and
 - 2. required completion of a defensive driving course within a specified period as required by Risk Management Department.
- F. The Risk Management Director shall provide a concurring or alternate recommendation to the Parish Manager within five (5) working days. Copies of these recommendations shall be provided to the *Director*.

⁴⁸ The **Parish Driver Questionnaire** is available from the Risk Management Department.

6.8 PERSONAL APPEARANCE

The Parish expects its *employees* to dress and groom themselves in a manner that is appropriate for their duties and *positions*, particularly where the *employee's position* involves direct contact with citizens, customers, vendors, or visitors. *Management* reserves the right to set standards in the best interest of the *department*.

- A. *Employees* are expected to always present a neat and professional appearance.
- B. *Employees* who work around machinery and equipment shall observe sound safety regulations, including wearing appropriate articles of clothing, or personal protective equipment (PPE), such as shoes, goggles, hard hats, and other items prescribed by *management*.
- C. All *employees* are **prohibited**, regardless of their *positions*, from wearing:
 - 1. dresses and shirts with bare backs;
 - 2. athletic leisure wear, including tank tops and racerback tops;
 - 3. inappropriately worn pants;
 - 4. dresses, shirts, hats, or other articles of clothing with insignia that is indecent, vulgar, or inappropriate; and
 - 5. ribbed undershirts as outerwear.
- D. Any *employee* who reports to work in a manner in violation of this policy may be sent home without pay until that *employee* can report in appropriate attire.

6.9 OUTSIDE EMPLOYMENT

The Parish *position* shall be considered the *employee's* primary occupation, taking precedence over all other occupations.

- A. Each *employee* shall notify *management*, in writing, of any outside employment that the *employee* may have, which must be approved by *management* and submitted to the Human Resources Department for placement in the *employee's* personnel file.
- B. If, in the opinion of *management*, outside employment is adversely affecting an *employee's* job performance, the *employee* may be asked to refrain from such activities by their *supervisor* as a condition of employment.
- C. An *employee* shall not accept any employment from a firm or an individual with whom the *employee* deals in the course of their employment with the Parish.
- D. An *employee* shall not accept any employment outside of their Parish *position* while on leave pursuant to the FMLA, *parental leave*, short-term disability, or leave without pay.

6.10 MOBILE DEVICE USAGE AND PERSONAL CALLS

- A. Mobile device usage, with the sole exception of those *employees* utilizing a hands-free device, by any Parish *employee* (*classified* or *unclassified*) while operating vehicles or equipment in the course and scope of their employment is prohibited.
 - 1. The prohibited types of usage include receiving or placing calls; reading or replying to emails, texts, or electronic messages; browsing the Internet; checking voicemail messages; playing games; and any other action that requires the *employee* to look directly at the device.
 - 2. If an *employee* is required to place a call in the course and scope of their employment or if the *employee's* phone rings while they are driving, they must stop at the first safe location to manage the call.
- B. Mobile device usage in the *workplace*, office, shop, etc., and personal calls using Parish phones are discouraged.
- C. Personal calls, whether on personal devices or Parish phones, should be taken during the *employee's* downtime, such as lunch.
- D. Law enforcement officers, firefighters, and emergency responders are exempt from this policy while engaged in the performance of their official duties in the course and scope of their employment.

6.11 SOCIAL MEDIA AND WEB 2.0

The Parish is committed to operating all its electronic communications⁴⁹ and transactions with individuals and organizations in an open and transparent way. *Social media* and *Web 2.0* (SM/W2.0) services are increasingly important for the public to interact with the Parish in an efficient, effective, and transparent manner. The purpose of this policy is to provide guidance for *employees* to take full advantage of SM/W2.0 technologies while protecting the Parish and *employees* by mitigating risks in using these services.

A. *Employee* official capacity use

- 1. An *employee* may be assigned the responsibility for operating an official Parish account or contributing to a SM/W2.0 site on behalf of the Parish by the Parish President or Parish Manager only.
- 2. These *employees* shall only post information that represents the Parish's official position, not personal opinion, to the Parish approved accounts.
- 3. Parish *employees* shall conduct themselves in a professional, courteous, and honest

⁴⁹ For information about **electronic communications**, see Section 8.0.

manner in all public communications about or related to their Parish work.

4. Posted information shall be accurate and factual.
5. Posted information shall not violate any intellectual property rights.
6. *Employees* shall not engage in discussions of opinions.
7. *Employees* shall cite sources when providing facts.

B. *Employee* unofficial capacity (personal) use

1. *Employees* who wish to post or upload original material that is not yet publicly available that relates to programs or projects of the Parish must submit their communication to *management* for approval. A personal account must never be the first point of release for public information.
2. *Employees* are prohibited from disclosing any information obtained on the job that is not already publicly available. This includes *confidential information*; personally identifiable information for citizens, customers, vendors, or *employees*; and similar sensitive information.
3. Use of *SM/W2.0* must not interfere with the scope of employment, so *employees* are prohibited from the unofficial participation in *SM/W2.0* during regular working hours.

C. *Department SM/W2.0* sites

1. *Departments* must receive approval from the Parish President prior to creating a *SM/W2.0* site.
2. All *department SM/W2.0* sites must include a link to the Parish's main website.⁵⁰
3. If any content posted is edited, it must be noted that it was modified.
4. Each site must include the following disclaimer.
 - a. The Parish reserves the right to remove comments that are off-topic, obscene or pornographic, defamatory, harassing, commercial, criminal, political, or violate the intellectual property of others.
 - b. The site is only monitored during business hours, so information conveyed after hours may not be received until the next business day.
 - c. All comments are subject to disclosure as public records.

⁵⁰ The Parish's main website is TPCG.org.

6.12 CODE OF ETHICS

All *employees* of the Parish shall be bound by the Louisiana Code of Governmental Ethics (La. R.S. 42:1101).⁵¹ The Code of Governmental Ethics generally prohibits unethical conduct for public *employees*, including receiving things of economic value in specific situations, certain contractual arrangements, and abusing their *positions*.

- A. **Bribes.** An *employee* shall immediately report any offered bribes or suggestions of bribes to their *supervisor*.
- B. **Illegal or unethical conduct.** An *employee* having knowledge or suspicion of illegal or unethical conduct of another *employee* or of a violation of any provision of this manual shall report such information to their *supervisor*, who shall report it to the *Director*, and appropriate action shall be taken. Any *employee* who is found to have any knowledge of a violation of this manual and who failed to report it shall be subject to disciplinary action.
- C. **Political campaigns.** *Employees* shall not be permitted to take an active part⁵² in any political campaign for an elected position during working hours or on Parish premises.
- D. **Political contributions.** *Employees* shall not be required to contribute to any political fund nor render any political service to any person or party, and no person shall be *removed*, reduced in class or salary, or otherwise prejudiced by refusing to do so.
- E. **Confidential information.** *Employees* shall not disclose or divulge either directly or indirectly any *confidential information* to others, whether they work in the same *department* or not, unless first authorized to do so by the *Director*.

Employees must not reproduce the *confidential information* nor use this information commercially or for any purpose other than the performance in the scope of employment.

- F. **Ethics training.** Public servants and elected officials shall be required to take one (1) hour of training per calendar year on the Louisiana Code of Governmental Ethics pursuant to La. R.S. 42:1170(A).⁵³ Elected officials shall additionally be required to receive one (1) hour of training per term of office on the Campaign Finance Disclosure Act (CFDA) pursuant to La. R.S. 18:1481.⁵⁴

Employees shall be required to:

1. show proof of the ethics training by providing a certificate to the Human Resources Department; and
2. annually attest through signature of verification using the Ethics Attestation Form⁵⁵ that they have read and agree to comply with Parish policies related to ethics.

⁵¹ La. R.S. 42:1101 can be found online at legis.la.gov.

⁵² The term **active part** means making political speeches, passing out literature, writing letters, signing petitions, soliciting votes, posting on *social media*, or making public remarks about candidates for such elective *positions*.

⁵³ La. R.S. 42:1170(A) can be found online at legis.la.gov.

⁵⁴ La. R.S. 18:1481 can be found online at legis.la.gov.

⁵⁵ The **Ethics Attestation Form** can be found on the *employee* portal at teamTPCG.org or from the Human Resources Department.

- G. **Reports of suspected ethics violations.** Any *employee* who receives or becomes aware of a suspected ethics violation or complaint of ethics violation shall immediately notify their supervisor for review by *management*. *Management* shall confer with the *Human Resources Director* and take proper action, if necessary. *Employees* shall also refer all complaints from the public to the Human Resources Department.

PROPOSED

7.0 DRUG-FREE WORKPLACE

- 7.1 Objective
- 7.2 Implementation, Compliance, and Applicability
- 7.3 Regulations
- 7.4 Mandatory Testing
- 7.5 Review and Reporting of Results
- 7.6 Disciplinary Action
- 7.7 Employee Rights
- 7.8 Substance and Alcohol Abuse Assistance (SAAA)

7.1 OBJECTIVE

It is the policy of the Parish to operate and to maintain Parish facilities in an efficient and safe manner for the public welfare and to provide a safe environment for *employees*. These regulations are disseminated for the purpose of aiding in the achievement of such goals.

The Parish believes everyone benefits from the prevention of accidents and the safety of our *employees*, citizens, customers, vendors, and visitors by the rehabilitation or *dismissal* of those who are a potential danger to themselves or others and realizes that those *employees* with *drug* and *alcohol* abuse problems may make up only a small fraction of the workforce.

All *employees* are expected to abide by the Parish policy on a Drug-Free Workplace.⁵⁶

7.2 IMPLEMENTATION, COMPLIANCE, AND APPLICABILITY

- A. This policy applies to all *prospective employees* and *employees*. Compliance with this policy will be required as a condition of employment for *prospective employees* and as a condition of continued employment.
- B. This policy is intended to fulfill all state and federal statutory and regulatory requirements that the Parish disseminate a written *substance abuse* policy. Where applicable and as may be amended, the Parish shall conduct *drug* and *alcohol* testing pursuant to this Section and in accordance with the following.
 - 1. **Louisiana Drug Testing Law.** Act 1036 of the 1990 Legislature, codified at La. R.S. 49:1001, et seq.⁵⁷
 - 2. **Workers' and Unemployment Compensation.** Procedures disseminated pursuant to statutory or regulatory authority granted under La. R.S. 23:1021, et seq.⁵⁸ and La. R.S. 23:1471, et seq.⁵⁹
 - 3. **Other Applicable Rules.** Any other applicable federal, state, or local statutes or regulations.
- C. In addition to this policy, Gas Department and Good Earth Transit *employees* who qualify as covered or safety-sensitive *employees* are subject to the regulations contained in those departmental policies as are necessary to comply with federal law.
 - 1. Whenever possible, the *drug* regulations of the Parish will be applied in conjunction with the federal regulations required for the Gas Department and Good Earth Transit.
 - 2. To the extent that the provisions in the policies are in conflict, the Gas Department and Good Earth Transit departmental policies will preempt this policy.
 - 3. A copy of the *drug* and *alcohol* regulations required by the Gas Department and Good Earth Transit may be obtained by from *management* in those *departments*.

⁵⁶ In accordance with the **Drug-Free Workplace Act of 1988**, which can be found online at [uscode.house.gov](https://www.uscode.house.gov).

⁵⁷ **La. R.S. 49:1001, et seq.** can be found online at legis.la.gov.

⁵⁸ **La. R.S. 23:1021, et seq.** can be found online at legis.la.gov.

⁵⁹ **La. R.S. 23:1471, et seq.** can be found online at legis.la.gov.

7.3 REGULATIONS

- A. No *employee* shall unlawfully use, possess, transport, manufacture, distribute, dispense, or sell any *controlled dangerous substance* while on duty, on Parish premises, or in any Parish vehicle.⁶⁰
- B. No *employee* shall report for duty, perform the duties of employment, or during the period while on duty, have *controlled dangerous substances* present in their body unless prescribed and approved in accordance with subsection F.
- C. No *employee* shall use, possess, transport, or sell *alcoholic beverages* while on duty, on Parish premises, or in any Parish vehicle. *Employees* who are required to handle *alcoholic beverages* in some manner as part of a particular job assignment are exempt from said regulation for employment purposes only. **Consumption of *alcoholic beverages* while on duty is never allowed.**⁶⁰
- D. No *employee* shall report for duty, perform the duties of employment, or during the period while on duty have a confirmed *alcohol* concentration of 0.02% or greater by Evidential Breath Testing (EBT).
- E. No *employee* in a U.S. Department of Transportation (DOT) regulated *position* may return to safety sensitive functions if their confirmed *alcohol* concentration is between 0.02%-0.039% by EBT. A DOT regulated *employee* may only return to safety sensitive functions when their *alcohol* concentration is 0.02% or less by EBT.
- F. Any *employee* who has received a *prescription* for a *controlled dangerous substance* or for any *drug* which the *employee's* doctor or pharmacist has advised might impair the patient's/*employee's* job performance must inform their *supervisor* and the *Human Resources Director* of that fact in writing.

Examples of impairments, warnings, or advice that job performance might be impaired include:

- do not operate heavy machinery;
 - do not drive a motor vehicle; and
 - may cause drowsiness or dizziness.
- G. *Employees* taking, or possessing a physician's order for, prescribed *controlled dangerous substances* must also inform their *supervisor* and the *Human Resources Director* in writing when they have stopped taking such medication and if any refills are obtained.
- H. These regulations do not apply to the lawful possession or transportation of *controlled dangerous substances* by first responders if the possession and transportation of same is a duty of employment.
- I. An *employee* shall notify the Parish in writing within five (5) days of any criminal *drug* statute arrest and/or conviction for a violation. Within thirty (30) days, the Parish will make a determination of action based on the incident.⁶⁰

⁶⁰ In accordance with the **Drug-Free Workplace Act of 1988**, which can be found online at [uscode.house.gov](https://www.ushouse.gov/legislation/105/105-101/105-101-101.htm).

- J. The Parish reserves the right to implement and maintain a *drug* testing program for 49 CFR Parts 199 and 655 covered *employees* which may contain additional elements, *drugs*, or more stringent or frequent random testing requirements that are specifically required by 49 CFR Part 655.⁶¹

7.4 MANDATORY TESTING

A. Prospective Employees

1. *Prospective employees* shall be informed that submission of urine or other lawful specimen and a saliva or breath sample for routine analysis and *screening* for the presence of *drugs* and *alcohol* is a condition of employment. All applicants shall also be notified that the confirmed presence of any *controlled dangerous substance* in an applicant's urine or other lawful specimen or the presence of *alcohol* concentration of 0.04% or greater in an applicant's saliva or breath sample shall disqualify an applicant from employment.
2. Failure of a *prospective employee* to provide a urine or other lawful specimen and a saliva or breath sample for routine analysis and *screening* for the presence of *controlled dangerous substances* and *alcohol* shall medically disqualify such *prospective employee* on the basis of incomplete medical information, which disqualification for employment shall continue in effect for a period of one (1) year.

B. Random testing

1. All DOT regulated *employees* and non-DOT *employees* who occupy safety-sensitive or security-sensitive *positions*, shall be subject to random selection for submission of a urine or other lawful specimen and breath sample for routine analysis and *screening* for the presence of *controlled dangerous substances* and *alcohol*, in accordance with all applicable state and federal laws and regulations.
2. All *employees* subject to random *drug* testing according to the guidelines and regulations established by the DOT shall constitute a random *drug* testing pool separate from non-DOT *employees* subject to random *drug* testing.
3. *Positions* subject to random testing due to their character as safety sensitive include those *positions* where even a momentary lapse of attention or judgment could jeopardize the safety and well-being of that *employee*, other *employees*, or the public.
4. A non-inclusive list of safety-sensitive and security-sensitive job responsibilities necessitating the submission by an *employee* to random *drug* and *alcohol* testing include:
 - a. operating a public vehicle;
 - b. maintaining a public vehicle;
 - c. supervising *employees* who operate or maintain public vehicles;

⁶¹ 49 CFR Parts 199 and 655 can be found online at ecfr.gov.

- d. having unsupervised access to *drugs* and *drug* evidence;
 - e. having unsupervised access to or programming of public file servers;
 - f. handling hazardous materials, high voltage lines, or power generating equipment;
 - g. operating mechanized or heavy equipment;
 - h. licensed and authorized to carry firearms;
 - i. all DOT regulated *employees* including all *employees* required to carry a CDL license.
5. A minimum of fifty percent (50%) of the *employees* who occupy non-DOT safety-sensitive or security-sensitive *positions* shall be tested by random selection each calendar year. A minimum of fifty percent (50%) of the *employees* who occupy DOT regulated *positions* shall be tested by random selection each calendar year.
- C. Random selection of *employees* shall be as follows:
- 1. *Employee* tracking numbers shall be computer generated randomly on a monthly basis using a formula derived by the Information Technology Division.
 - 2. The tracking numbers of each *employee* subject to random testing shall be forwarded to the *collection site* for the random selection process.
 - 3. At the *collection site*, tracking numbers will be selected using a computer-generated random selection program on a monthly basis.
 - 4. After the selection has been completed, all chosen tracking numbers shall be recorded with the Human Resources Department. The tracking numbers will be matched to the *employee*, who shall be notified in accordance with subsection F.
- D. Post-accident testing
- 1. After an **on-the-job accident that causes injury or damage** to persons or property, each *employee* whose performance either contributed or was a contributing factor to the accident shall submit to *drug* and *alcohol* testing immediately or upon notification to test, but no later than thirty-two (32) hours after the accident.
 - 2. After any **near accident/near-miss that could have caused injury or damage** to persons or property and was caused to any degree by a violation of safety rules or procedures, by careless or negligent conduct, or by failure to use prescribed personal protective equipment, each *employee* whose performance either contributed or was a contributing factor to the near accident/near-miss shall submit to *drug* and *alcohol* testing immediately or upon notification to test, but no later than thirty-two (32) hours after the accident/near-miss.
 - 3. After an **on-the-job accident involving a motorized vehicle**, any Parish *employee* involved in the accident shall submit to a *drug* and *alcohol* testing immediately or upon notification

to test, but no later than thirty-two (32) hours after the accident.

4. An *employee* who is subject to post-accident *drug* and *alcohol* testing must remain readily available for testing or may be deemed by the Parish to have refused to submit to testing. This in no way should delay necessary medical attention for injured people or prohibit an *employee* from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary medical care.
5. Additionally, any *employee* or outside agencies' *employees* covered under the Parish's workers' compensation coverage who sustains an injury in the *workplace* shall be required to submit to a *drug* and *alcohol* test for purposes authorized by the Louisiana Workers' Compensation Act, La. R.S. 23:1021.⁶²

E. Reasonable cause/suspicion testing

1. The Parish shall *drug* and *alcohol* test each *employee* when there is reasonable cause/suspicion to believe the *employee* is under the influence of a prohibited *drug* or *alcohol* while on duty. The decision to test must be based on a reasonable and expressible belief of a *supervisor* that the *employee* is using a prohibited *drug* or *alcohol* on the basis of specific, physical, behavioral, or performance indicators of *drugs* or *alcohol* use or other expressible reasons that would lead a prudent *supervisor* to be concerned about the individual's safety or the safety of co-workers or the public.
2. Testing on the basis of reasonable cause/suspicion may also be required when an *employee* is arrested or convicted for a *drug*-related offense; is publicly identified as the focus of a criminal investigation into illegal *drug* possession, use, or trafficking; or when information of illegal *drug* activities is provided either by reliable and credible sources or by independent corroboration.
3. Testing on the basis of reasonable cause/suspicion may also be required when an *employee* is arrested or convicted of an *alcohol*-related offense that occurred within twenty-four (24) hours of returning to duty.
4. Prior to a *drug* and *alcohol* test order on the basis of reasonable cause/suspicion, said cause/suspicion indicators shall be reviewed and approved by the *Human Resources Director* or the Parish President as to reasonable cause/suspicion.

F. Notification to test

1. When the name of an *employee* is selected for random testing, the Human Resources Department shall notify the *employee's supervisor* on the day that the *employee* is selected. The *supervisor* shall immediately and discreetly notify the selected *employee* that they must report to the *collection site* for *screening* within thirty (30) minutes plus travel time. The *supervisor* shall explain to the *employee* that their name was selected randomly and that they are under no suspicion of taking *drugs*.

⁶² La. R.S. 23:1021 can be found online at legis.la.gov.

2. If the randomly selected *employee* is involved in some critical phase of work, the selected *employee's supervisor* shall hold the testing order in confidence and shall not notify the *employee* of their random selection for *drug* and *alcohol* testing until it is safe to *remove* the *employee* from duty.
 3. Any delay in notification of the randomly selected *employee* by their *supervisor* must be based on necessity and must be capable of documentation by the *supervisor*. Failure of the *supervisor* to adequately account for the failure of an *employee* to be promptly notified of random selection shall subject that *supervisor* to disciplinary action.
 4. Once notified of random selection by their *supervisor*, the failure of an *employee* to submit to random testing within thirty (30) minutes plus travel time shall be considered a refusal to test in violation of this policy.
 5. *Employees* scheduled for random testing or post-accident testing will generally travel to and from the *collection site* by Parish vehicle.
 6. *Employees* designated for *drug* and *alcohol* testing based on reasonable cause/suspicion shall be transported to the *collection site* by a *supervisor*.
 7. Testing of an *employee* selected for random *drug* testing shall be postponed by the Human Resources Department only upon notification that the *employee* is:
 - a. on authorized leave, which began prior to testing notification; or
 - b. in official travel or immediately about to embark on official travel that was scheduled prior to testing notification.
 8. An *employee* whose random *drug* test is postponed as provided above shall be scheduled for a random test by the *Human Resources Director* within thirty (30) days of their return to duty.
- G. All Parish *drug screens* shall be submitted in accordance with the guidelines set out by the U.S. Department of Transportation at 49 CFR Part 40.⁶³

7.5 REVIEW AND REPORTING OF RESULTS

A. Reporting results of *drug* tests by the *laboratory*

1. The *laboratory* shall report non-DOT *positions'* positive *drug* test results, adulterated, substituted, or invalid *drug* test results, and all DOT *drug* test results to the Parish medical review officer (MRO) within an average of five (5) working days after receipt of the specimen by the *laboratory*. Before any test result is reported (the *initial test*, confirmatory test, or quality control data), it shall be reviewed and the test certified as an accurate report by the responsible individual.

⁶³ The U.S. Department of Transportation's guidelines in 49 CFR Part 40 can be found online at [transportation.gov/odapc/part40](https://www.transportation.gov/odapc/part40).

The report shall identify the *drug*/metabolites tested for, whether positive or negative and the cut off for each, and the *drug* testing *laboratory* specimen identification number (accession number). At all times, the urine chain of custody and control form used shall comply with 49 CFR Part 40.⁶⁴

2. The *laboratory* shall report as negative all specimens which are negative on the *initial test* or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for specific *drugs*.
- B. Review of results by a medical review officer (MRO)
1. **MRO appointment.** The Parish shall designate or appoint an MRO. If the Parish does not have a qualified individual on staff to serve as MRO, the Parish may contract for the provision of MRO services as part of its Drug-Free Workplace policy.
 2. The *Human Resources Director* shall receive all confirmed positive test results from the MRO and shall establish a separate file on each *employee*, which shall contain the results of the *screening* of that individual's urine or other lawful sample and/or breath sample or specimen. Test results of *employee's* urine or other lawful specimen or breath sample specimen shall not be contained in that individual's personnel file nor in any records of the Parish except the file established by this Section.
 3. When the *Human Resources Director* receives a test result that the presence of a *controlled dangerous substance* has been confirmed in the urine or other lawful sample of an prospective *employee* or *employee*, or that an EBT-confirmed *alcohol* concentration is 0.04% or greater, or that the MRO has determined that the *prospective employee* or *employee* has refused to test, such information shall be forwarded immediately to the Parish President, who shall be responsible for enforcing the disciplinary measures specified herein.

7.6 DISCIPLINARY ACTION

- A. Any *employee* required to submit to *drug* testing according to this policy who fails or refuses to submit a urine or other lawful specimen and/or breath sample specimen for routine analysis in *screening* for the presence of *controlled dangerous substances* and/or *alcohol* within the time period specified and according to these regulations shall be *terminated*.
- B. The *confirmed presence of a controlled dangerous substance* in a urine or other lawful sample of an *employee* shall result in *termination*, unless prescribed and approved in accordance with subsection F of Section 7.3.
- C. The presence of an *alcohol* concentration of 0.04% or greater, as confirmed by EBT of an *employee*, shall result in *termination*.

⁶⁴ The U.S. Department of Transportation's guidelines in 49 CFR Part 40 can be found online at [transportation.gov/odapc/part40](https://www.transportation.gov/odapc/part40).

The presence of an *alcohol* concentration of 0.02%-0.039%, as confirmed by EBT of an *employee*, may result in disciplinary action.

- D. Any *employee* who fails to inform their *supervisor* and the Human Resources Department of being prescribed and taking any *controlled dangerous substance* or other *drug*, which the *employee* has been advised by their physician or pharmacist might impair their job performance in accordance with subsection F of Section 7.3 shall be subject to disciplinary action.
- E. Any *employee* determined to have unlawfully used, possessed, transported, manufactured, distributed, dispensed, or sold any *controlled dangerous substance* or *alcohol* while on duty, on Parish premises, or in any Parish vehicle shall be subject to disciplinary action.⁶⁵
- F. *Employees* who have been *terminated* due to positive *drug* or *alcohol* test results or refusal to be tested shall be ineligible for employment with the Parish for a period of one (1) year. If reconsidered after that time such *prospective employees* and *employees* must show proof of their completion of an approved *drug* counseling or treatment program.
- G. As related to the Parish *employees* within the Houma Fire and Police civil service systems, disciplinary action provided for in this policy shall be imposed in accordance with applicable state Fire and Police civil service laws and due process requirements.

7.7 EMPLOYEE RIGHTS

A. Knowledge

- 1. Every *prospective employee* and *employee*, upon written request, shall have the right to obtain results of any confirmed positive, routine analysis, and/or *screening* for the presence of *controlled dangerous substances* concerning their urine or other lawful sample and shall have the right to obtain the results of any confirmed positive, routine analysis, *screening*, or test results for the presence of *alcohol* concerning their breath sample or specimen.
- 2. Every *prospective employee* and *employee*, upon their written request, shall have access to any records relating to the results of any relevant certification, review, or revocation of certification proceedings of the *testing facility*.

B. Confidentiality

- 1. Except with the written consent or request of the tested *prospective employee* or *employee*, all information associated with any *employee's prescriptions* or with an *employee's* analysis, test, or *screening* for the presence of *controlled dangerous substances* and the presence of *alcohol* shall remain *confidential* and shall only be provided to individuals on a need-to-know basis or as is necessary in an administrative or disciplinary

⁶⁵ In accordance with the **Drug-Free Workplace Act of 1988**, which can be found online at [uscode.house.gov](https://www.ushouse.gov/legislation/100/1988/001/001.htm).

proceeding or hearing or civil litigation where *drug* and *alcohol* use by the tested individual is relevant.

2. The results of an *employee's* analysis, test, or *screening* for the presence of *controlled dangerous substances* and the presence of *alcohol* shall not be released to any individual, corporation, company, or other legal entity unaffiliated with the Parish unless mandated and in accordance with state and federal laws or with the written consent or request of the tested *prospective employee* or *employee* or by court order.

C. Retesting and Retention of Samples

1. A urine sample of a *prospective employee* or *employee*, which has been confirmed as having the presence of *controlled dangerous substances* must be retained by the *laboratory* in properly secured, long-term, frozen storage for at least one (1) year.
2. A *prospective employee* or *employee* who has been informed that tests, *screenings*, or analyses have *confirmed the presence of any controlled dangerous substance* in their urine shall have the right to arrange for a retesting of a portion of their original urine or other lawful specimen if the *employee* makes a written request for retesting within sixty (60) days of receipt of final test result from the MRO.

The *employee* may specify retesting by the U.S. Department of Health and Human Services or by a toxicologist or *laboratory* of their choice and at their expense. Procedures for a transfer of a portion of the original specimen from the *testing facility* utilized by the Parish to the *testing facility* to be utilized by the *employee* shall be formulated with emphasis on maintaining the integrity of the urine or other lawful specimen and maintaining a proper chain of custody.

All requests for retesting shall be administered by the Parish MRO. The MRO may require the *employee* to pay in advance the cost of shipment and reanalysis of the sample, but the *employee* shall be reimbursed for such expense if the retest is negative.

7.8 SUBSTANCE AND ALCOHOL ABUSE ASSISTANCE (SAAA)

Any *employee* who admits having a *substance* or *alcohol abuse* problem to the *Human Resources Director* prior to receiving notification to submit a urine specimen and/or breath specimen or sample for routine analysis and *screening* for the presence of *controlled dangerous substances* and/or *alcohol* shall not be *terminated* on the first occasion of such admission if the *employee* participates in the following SAAA program.

A. The *employee* submits to the *Human Resources Director*:

1. the identity of the *controlled dangerous substance* or *alcohol*, which is the subject of the problem;
2. the date that the problem commenced;
3. the nature and severity of the problem; and

4. the identity and description of all previous treatments for the problem.
- B. The *employee* successfully complies with each of the following requirements.
1. The *employee* shall be placed on unpaid *administrative leave*⁶⁶ for a minimum period of thirty (30) days commencing on the date of such admission. DOT covered *employees* shall be removed from the DOT pool upon placement on *administrative leave*.
 2. The *employee* must enroll and successfully complete a *substance* and *alcohol abuse* program **recognized by the Parish**. Participation in such program shall be at the expense of the *employee* unless insurance benefits are available to cover expenses.
 3. An *employee* who voluntarily leaves or is dismissed from the treating facility before satisfactorily completing the Parish-recognized *substance* and *alcohol abuse* program may be subject to disciplinary action.
 4. Prior to return to duty, the *employee* shall:
 - a. submit a certificate or other evidence of the *employee's* successful completion of the Parish-recognized *substance* and *alcohol abuse* program to the *Human Resources Director*; and
 - b. furnish a urine or other lawful specimen and/or breath sample specimen for routine analysis and *screening* for the presence of *controlled dangerous substances* and/or *alcohol*, where the date and time of the furnishing of such sample and/or specimen shall be determined by the *Human Resources Director*.
 5. A negative finding for the presence of a *controlled dangerous substance* and/or *alcohol* shall be a prerequisite for return to duty.
 6. For the first six (6) months only after returning to duty, all non-DOT *employees* shall:
 - a. submit a urine or other lawful specimen and a breath specimen or sample for routine analysis and *screening* for the presence of *controlled dangerous substances* and/or *alcohol* on a monthly basis; and
 - b. be subject to a reasonable program of follow-up *drug* testing without prior notice.
 7. An *employee*, after admitting to having a *substance* or *alcohol abuse* problem, who fails to comply with any of the terms of this SAAA policy may be subject to disciplinary action.
 8. The *confirmed presence of a controlled dangerous substance* in the urine or other lawful sample or the presence of an EBT-confirmed *alcohol* concentration of 0.04% or more of an *employee* after participating in such program and returning to duty shall be sufficient cause for *termination* of said *employee*.

⁶⁶ For information about **administrative leave**, see Section 5.6.

9. *Employees* are limited to only one (1) opportunity to participate in this SAAA program.

PROPOSED

8.0 ELECTRONIC COMMUNICATIONS

8.1 Objective

8.2 Usage

8.3 Email and Message Monitoring

8.4 Copyrights and License Agreements

8.5 Exceptions

8.1 OBJECTIVE

It is the policy of the Parish to protect the quality and integrity of the Parish's electronic communications and to provide *employees* with standards of behavior when using electronic communications.⁶⁷ Each item in the policy is designed to strengthen the quality and integrity of this resource while minimizing risks to the Parish's *employees* and the information systems.

- A. The Parish is committed to the utilization of new technologies and provides a variety of electronic tools to enhance job performance for *employees*. The Parish electronic communications tools are Parish property paid for by the taxpayers and are primarily intended for business-related purposes. Incidental and occasional personal use is permitted in accordance with the conditions of this policy.
- B. This policy is in place to ensure compliance and to protect the Parish from being victimized by the threat of viruses or hacking into our servers as well as to follow La. R.S. 44:1 on public records.⁶⁸

8.2 USAGE

It is the intent of the Parish to limit equipment use and Internet access to official business. *Employees* must obtain prior approval of *management* to utilize equipment and access the Internet for personal use, in strict compliance with the other terms of this policy.

- A. *Employees* using the Parish equipment and Internet access are acting as representatives of the Parish. As such, *employees* must act accordingly so as not to damage the reputation of the Parish by creating, viewing, storing, transmitting, sending, or intentionally receiving communications, files, or documents that are or could be interpreted as being intimidating, *harassing*, unlawful, or containing hostile, degrading, sexually explicit, pornographic, discriminatory, or otherwise offensive references.
- B. Additions, changes, or deletions to *employee* access must be requested by *management* through Information Technology's work order system.
- C. *Management* shall notify Information Technology promptly whenever an *employee* is *terminated* or *transfers* to another *department* or division so that access can be revoked.
- D. Usernames and temporary passwords are assigned to *employees* by Information Technology. When *employees* sign on the first time, they will create their own permanent password to access systems.

Employees shall:

1. be responsible for all actions performed with their username;
2. lock their equipment when leaving for any amount of time;
3. notify *management* immediately of any attempt by others to obtain their password; and

⁶⁷ For more information about **electronic communications**, see Section 6.10 and Section 6.11.

⁶⁸ **La. R.S. 44:1** can be found at legis.la.gov.

4. notify Information Technology immediately to assist with changing their password if it becomes compromised.

Employees shall not:

1. disclose their passwords to anyone; or
2. record passwords where they may be easily obtained.

It is recommended that *employees* not apply passwords directly to files. If limited access is required, Information Technology can set server-level permissions accordingly.

- E. Software and subscriptions shall be purchased by the Parish for the *employee* to perform their tasks more efficiently. All software and subscriptions have a license agreement, which must be adhered to in accordance with Section 8.4.
- F. Digital storage devices containing highly sensitive or *confidential information* must be securely stored.
- G. Documents and files shall be stored on file servers to prevent data loss and ensure continuity.

8.3 EMAIL AND MESSAGE MONITORING

No computer system is completely secure. The Parish email system is not intended to transmit sensitive materials such as personnel decisions, legal opinions, and other similar information, which may be more appropriately communicated by written memorandum or personal conversation.

- A. All messages created, sent, or retrieved on or through Parish equipment are Parish property and may be monitored in accordance with the guidelines outlined in this Section. All communications, including text and images, may be disclosed to law enforcement agencies providing a subpoena or other authorized parties without prior consent of the sender or the receiver.
- B. All messages on the Parish email system are subject to the requirements and restrictions of all applicable state and federal statutes and regulations concerning the collection, creation, storage, maintenance, dissemination, and access to data created and/or maintained by the Parish.

Except as otherwise provided in subsection C, employees shall not have, or expect to have, any right to privacy to any information (a) contained in emails, social media, or electronic messages received by or delivered from Parish electronic equipment, and (b) sent from or received by official Parish email accounts, software, social media accounts, or messaging accounts.

C. Exceptions

1. Email of elected officials (e.g., Parish President and Council) shall not be monitored without the express permission of the elected official to be monitored.
2. Email of Council staff shall not be monitored unless requested and/or approved by both the Council Chairperson and the Council Clerk.

However, the Parish shall always comply with law enforcement investigations, civil and criminal subpoenas, court orders, and the Louisiana Public Records Law.

- D. The Parish services the systems as necessary. Information Technology staff authorized to maintain the systems may become exposed to the data in these systems such as email. Information Technology staff is prohibited from disclosing any information that has not been requested through due process.
- E. The Parish archives all emails for three (3) years in accordance with La. R.S. 44:36.⁶⁹ Any other required retention must be handled by the *department* directly.

8.4 COPYRIGHTS AND LICENSE AGREEMENTS

The Parish shall comply with all laws regarding intellectual property.

- A. *Employees* using the Internet are not permitted to copy, transfer, rename, add, or delete information or programs belonging to others unless given express written permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action and/or legal action by the copyright owner.
- B. The Parish shall always comply with all proprietary software license agreements as well as the Copyright Law of the United States.⁷⁰
- C. Infringement of copyright may expose the *employee* and the Parish to penalties as described in Chapter 5 of the Copyright Law of the United States.⁷¹
- D. This directive applies to all software, documents, and files owned by the Parish, licensed to the Parish, or developed using the Parish resources by *employees*, vendors, or other governmental agencies.
- E. *Employees* shall not install, copy, or download software unless authorized by Information Technology.
- F. Information Technology shall periodically scan computers to verify that only authorized software is installed and report violations to *management* or the *Human Resources Director* at the discretion of the Information Technology Manager.

⁶⁹ La. R.S. 44:36 can be found online at legis.la.gov.

⁷⁰ The Copyright Law of the U.S. can be found online at copyright.gov/title17.

⁷¹ Infringement penalties can be found online in Chapter 5 of the Copyright Law of the U.S. at copyright.gov/title17/92chap5.

8.5 EXCEPTIONS

- A. If it is determined that a conflict exists within this policy that prevents an individual from performing their job duties or tasks, an exception can be made if it is deemed necessary by the Information Technology Manager.
- B. Exceptions to a policy component must be requested by *management* through Information Technology's work order system.

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9.0 NON-DISCIPLINARY SEPARATION

9.1 Termination

9.2 Reduction in Force

PROPOSED

9.1 TERMINATION

- A. *Employees* who plan to voluntarily *terminate* their employment shall notify their *supervisor* at least two (2) weeks in advance of the effective date of *termination* with a formal letter of *resignation*. Failure to give proper notification may make the individual ineligible for rehire.
- B. Any *employee* who *resigns* is encouraged to give their reasons for *resigning* and discuss with *management* any working conditions that the *employee* feels are unsatisfactory.
- C. *Management* may, at its discretion, relieve an *employee* who *resigns* from the duties of their *position* immediately.
- D. Upon *termination*, the *employee*:
 - 1. must surrender their identification card, keys, uniforms, and Parish equipment or the *employee* shall be required to reimburse the Parish for any missing items;
 - 2. shall be compensated for any unused *compensatory time* in accordance with Section 3.6;
 - 3. shall be compensated for any unused *personal leave* in accordance with Section 4.5; and
 - 4. may be requested by the Human Resources Department to complete an exit interview.
- E. A person who *resigned* in good standing may be rehired in any open *position* for which they are qualified. The *Human Resources Director* shall determine whether a person resigned in good standing.

9.2 REDUCTION IN FORCE

The Parish is committed to providing continuous employment for all *employees* who maintain an adequate level of performance and places a high level of importance on the maintenance of a stable workforce as a vital part of its overall *employee* relations program. Stability is also necessary to render the quality of service for which the Parish is known.

However, should economic or business circumstances dictate a temporary reduction in the size of the workforce, affected *employees* must be given fair and equitable treatment.

- A. The objectives of the *reduction in force* procedure are to ensure that:
 - 1. *reduction in force* is conducted as a final measure;
 - 2. *employees* who may be affected by discontinuance of their work are given fair and equitable treatment;
 - 3. minimum disruption is caused to *employees* and the Parish in its goal of delivering the highest quality of service; and
 - 4. *employees* are aware of and understand the procedures involved.
- B. If the likelihood of a *reduction in force* is definite, *management* shall explore possible alternatives.

1. In beginning the *reduction in force* process, each *employee* shall be notified regarding the circumstances of the Parish's reasoning for reducing the work force.
2. *Employees* shall be kept aware of conditions and developments in the Parish that may affect their job security.
3. Should a *reduction in force* be required, *management* shall identify those areas of the Parish where workload will not support current staff and the number of surplus *employees* in each area.
4. Within the Parish, *management* shall first explore whether the reduction of *temporary* or *part-time employees* will satisfy the requirements.
5. In continuing the process, those *employees* who are eligible for retirement shall be strongly encouraged to do so.
6. Should further reductions be necessary, *full-time, permanent employees* shall be identified to meet requirements.
7. After a thorough review by *management*, a determination shall be made as to how many *employees* need to be reduced within each classification.

The *reduction in force* shall be done by one of two ways:

- a. **Seniority.** *Management* may choose to strictly use *seniority* as the method of *reduction in force*.
- b. **Job performance.** If this system is requested to be used by any *department*, the Human Resources Department along with the Parish attorney and the Parish President will scrutinize the recommendations, the method used in assessing the *employees*, and ultimately those *employees* selected as part of the *reduction in force* to determine whether:
 1. this system is discriminatory;
 2. it differentiates *employees* on the basis of job qualifications; or
 3. its use will have a disparate impact on any group of *employees*.

Every effort must be made to ensure that the *employee* has been treated fairly throughout the process and has been given a reasonable length of time to demonstrate their working ability.

The process for recommending *employees* is as follows.

1. The *supervisor* considers all *employees'* job performances and recommends *employees* subject to the *reduction in force*.
2. A second review will be done by the *Director*.
3. Finally, the Human Resources Department along with the Parish attorney and the Parish President will review and approve or revise the recommendations for the *reduction in force*.

Multi-level reviews are effective in establishing the Parish's good faith effort at selecting *employees* for *reduction in force* on the basis of non-discriminatory criteria.

8. *Employees* subject to a *reduction in force* shall be notified by *management*. Information to be provided to each *employee* will include:
 - a. the reason for the *reduction in force*;
 - b. date of the *reduction in force*; and
 - c. *benefit* status.
 9. The Human Resources Department shall be responsible for providing any additional information requested.
 10. Once the *reduction in force* is completed, the remaining *employees* shall be notified.
- C. The Parish will make every effort to contact persons affected by a *reduction in force* regarding new developments and the availability for recall. *Employees* affected by a *reduction in force* shall:
1. provide the Human Resources Department with current mailing address, email address, and telephone number;
 2. be placed on a priority rehire list for a period of one (1) year to be contacted if a *position* becomes available for which they may be eligible based on experience, training, education, and/or other qualifications;
 3. have no recall rights to their former *positions*;
 4. be recalled in reverse order of their layoff in the form of a certified letter to their current mailing address; and
 5. respond to recall within three (3) days or be removed from the rehire list.
- D. The Parish will provide insurance *benefits*, in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA),⁷² to those *employees* who have been affected by a *reduction in force*.
- E. *Employees* subject to a *reduction in force* shall be eligible for all unused *compensatory time* in accordance with Section 3.6 in addition to all accumulated *personal leave* in accordance with Section 4.5.
- F. *Employees* subject to a *reduction in force* returning to work within ninety (90) days shall have their previously accumulated *sick leave* reinstated, if applicable, in accordance with Section 4.6.
- G. Two (2) weeks' severance pay shall be given to all *employees* affected by a *reduction in force* on their next payroll check.

⁷² The U.S. Department of Labor's COBRA policy can be found online at [dol.gov](https://www.dol.gov).

10.0 CONCERNS, DISCIPLINE, AND APPEALS

10.1 Employee Concerns

10.2 Grounds for Disciplinary Action

10.3 Disciplinary Action Appeals

10.4 Human Resources Board

PROPOSED

10.1 EMPLOYEE CONCERNS

Employees are permitted to express any concerns or complaints they may have with regards to their treatment or conditions on the job. *Retaliation* shall not be taken against any *employee* for submitting a concern in good faith.

- A. The *employee* must bring their concern to their *supervisor*. If the *employee* does not feel it would be appropriate to report to that person, they must report to next higher member of *management*.
- B. *Management* shall document the concern in writing in a supervisory file. *Management* shall study the concern and attempt to resolve it, and document the resolution and any action taken in the supervisory file.
- C. If the *employee* feels *management's* decision does not resolve the concern, the *employee* may report the concern to the next higher levels of *management*, through the chain of command, with the last report being to the *Human Resources Director*. *Management* at each level of command shall document the concern, resolution, and action in a supervisory file.
- D. Employees abusing this policy or making false reports shall be subject to disciplinary action.

10.2 GROUNDS FOR DISCIPLINARY ACTION

- A. *Employees* may be subject to disciplinary action and/or *dismissal* for any of the following offenses.
 - 1. Being tardy or absent without authorization.
 - 2. Being tardy or absent excessively.
 - 3. Engaging in horseplay, scuffling, etc.
 - 4. Threatening, intimidating, coercing, or interfering with fellow *employees* (assault).
 - 5. Fighting, provoking, or instigating a fight (battery).
 - 6. Making false, vicious, demeaning, prejudicial, or malicious statements.
 - 7. Performing work without authorization of the *supervisor*.
 - 8. Causing loss of material due to carelessness.
 - 9. Wasting time or performing personal work on Parish time.
 - 10. Using a mobile device excessively.
 - 11. Initiating or receiving personal phone calls or electronic messages excessively.
 - 12. Leaving place of work without permission.
 - 13. Gambling during working hours.

14. Violating a safety regulation.
15. Deliberately acting carelessly while affecting personal safety or safety of others.
16. Soliciting outside contributions without approval of Administration while on Parish time or premises.
17. Distributing any material without approval of Administration while on Parish time or premises.
18. Refusing to perform properly assigned work by a *supervisor*, deliberately delaying or restricting work production, or inciting others to delay or restrict work output.
19. Mismanaging resources.
20. Sleeping on the job.
21. Engaging in *insubordination*.
22. Misusing, destroying, or damaging property.
23. Willfully falsifying, destroying, damaging, defacing, obstructing, or stealing any Parish objective or property (sabotage).
24. Engaging in theft.
25. Engaging in *harassment*, *retaliation*, or *discrimination* against any *employee* or directed at any person associated with Parish business.
26. Disclosing another *employee's* personal or private information obtained during the course of employment, investigation, grievance, or other work-related cause.
27. Bringing or consuming *alcoholic beverages* or *controlled dangerous substances* onto Parish premises or entering Parish premises under influence of such substances.⁷³
28. Engaging in willful, malicious, or indecent conduct including the use of profane or vulgar language.
29. Carrying or possessing a firearm while in the scope of employment or carrying or possessing a firearm in a Parish vehicle at any time. (This does not apply to those *employees* who are authorized and/or required to carry firearms such as police officers.)
30. Any other just cause as defined by *management*.
31. Any violation of the policies contained in this manual.

This list is not intended to be all-inclusive. Its primary purpose is to identify the standards of performance/conduct that are expected and required for the benefit of all *employees*. The Parish shall investigate and respond to all complaints regarding violations of the standards.

⁷³ For more information about **prescriptions for a controlled dangerous substance**, see Section 7.3.

- B. Formal disciplinary action taken shall be consistent with the nature of the deficiency or infraction involved and the record of the *employee*.
- C. An *employee* may be placed on *disciplinary probation* based on the severity or number of offenses in a period of time as determined by *management*.
- D. The Parish shall utilize four (4) basic classifications of disciplinary action.
 - 1. **Employee counseling or oral reprimand.** The *employee* is counseled by a member of *management* following a minor offense to eliminate possible misunderstandings and to explain what constitutes proper conduct, all of which is documented in the *employee's* file.
 - 2. **Written reprimand.** The *employee* receives written notice of discipline following intentional or repeated minor offenses. The purpose of this written reprimand is to make certain that the *employee* is fully aware of the misconduct they have committed and what is expected, thereby enabling the *employee* to avoid a reoccurrence of the incident.
 - 3. **Suspension.** In the interest of good discipline, a *supervisor* *suspends* an *employee* without pay. The purpose of a *suspension* is to make certain that the *employee* understands the seriousness of the misconduct and that further misconduct will most likely result in *dismissal* from the Parish.
 - 4. **Dismissal.** The *employee* is *dismissed* as the result of a serious offense or the final step in the accumulation of minor offenses.
- E. Any time that any or all the basic classifications of disciplinary actions are taken, the *employee's* file shall be noted. *Management* must submit a copy of any type of disciplinary action used to the Human Resources Department. **It is imperative that the Human Resources Department receive a copy of all disciplinary action taken.**

10.3 DISCIPLINARY ACTION APPEALS

Full-time, permanent employees are permitted to appeal any disciplinary action taken against them. *Retaliation* shall not be taken against any *employee* for submitting an appeal in good faith.

- A. **Appeal schedule.** The *employee* may appeal a disciplinary action by delivering an appeal in writing to the appropriate level of management according to the following schedule.

Type of discipline	Deliver first appeal to	Deliver next appeal(s) to	Eligible for appeal to the <i>Human Resources Board</i> ?
Counseling and Written Reprimand	<i>Supervisor</i> of the manager implementing the disciplinary action. If the disciplinary action was implemented by the <i>Director</i> , deliver the first appeal to the <i>Director</i> .	Next level of <i>management</i> . ⁷⁴ Appeals continue up the chain of command in <i>management</i> , with the last eligible appeal to the <i>Human Resources Director</i> .	No
Reduction in Pay, Suspension, Demotion, and Dismissal	<i>Director</i>	<i>Human Resources Director</i>	Yes

- B. **Conflict.** If the *employee* does not feel it would be appropriate to appeal to the level of *management* designated in the schedule, they must submit an appeal to the next higher level of *management*.
- C. **Time for appeals.** The *employee* must deliver any appeal (at any level in the schedule detailed in subsection A) so that it is received by the appropriate level of *management* within five (5) working days from the date the *employee* receives the disciplinary action or the decision from the previous appeal.
- D. A copy of the original appeal and all responses must be submitted to the Human Resources Department.
- E. It shall be the responsibility of the appropriate level of *management* to investigate the offenses, the disciplinary action taken, any previous disciplinary actions and performance evaluations of the *employee*, and the merits of the *employee's* appeal.
1. *Management* may refuse to investigate if the appeal is untimely delivered, and shall issue a written decision to that effect.
 2. *Management* shall issue a written decision on whether the disciplinary action is affirmed, modified, or reversed.

⁷⁴ For the purposes of this schedule, the next level of *management* after the *Director* is the *Human Resources Director*.

- F. The only appeals which may be brought before the *Human Resources Board* for a hearing are appeals by *full-time, permanent employees* resulting in a reduction in pay, *suspension, demotion, or dismissal*. The *Human Resources Board* shall determine only whether the disciplinary action was reasonable in accordance with Section 10.4. **No other grievances or appeals may be brought as an appeal before the *Human Resources Board*.**

10.4 HUMAN RESOURCES BOARD

- A. Those *employees* who have gone through all phases of the appeal procedure in accordance with Section 10.3 and want to appeal to the *Human Resources Board* must provide to the *Human Resources Director*, in writing, the reasons for the appeal, in accordance with subsection F of Section 10.3. Only those specific appeals in accordance with subsection F of Section 10.3 shall be the subject of an appeal before the *Human Resources Board*.
- B. Within forty-five (45) days after receipt of an appeal, through the Human Resources Department, the *Human Resources Board* shall initiate a hearing. The *Human Resources Board* shall have the right to continue the hearing from time to time *for cause* and reason.
- C. Appellant shall have the right to be represented by counsel or any person of their choosing. The only exception will be that no elected official will be allowed to represent the appellant.
- D. During the *Human Resources Board* hearing, the appellant, as well as any witnesses, may be examined and allowed to be cross-examined. Documents, reports, and records may be introduced as evidence.
- E. The *Human Resources Board* shall take the case under submission and shall approve, disapprove, modify, or rescind any prior action taken or proposed, including an award of back pay, if warranted.
- F. The *Human Resources Board* shall decide appeals promptly, but no longer than thirty (30) days after completion of a hearing.

All decisions of the *Human Resources Board* are binding and final.

GLOSSARY

administrative leave. Temporarily relieves an *employee* of their normal job responsibilities during (1) an administrative investigation, either paid or unpaid (if paid, *employee* shall be required to remain home and available during normal working hours), or (2) upon admission to a Parish-recognized *substance* and *alcohol abuse* program.

adoption (parental leave). The act of legally and permanently assuming the responsibility of raising a *child*.

alcohol, alcoholic beverages. Unauthorized beverages containing an intoxicating agent, including beer, malt beverages, wine, liquor, or other distilled spirits.

appointing authority. The Parish President, the *Human Resources Director*, or any other person(s) authorized by the Charter to make appointments to *positions*.

benefits. A collection of non-cash compensation elements, including health insurance, life insurance, *personal leave*, *sick leave*, *parental leave*, enrollment in the state retirement system, and the right to appear before the *Human Resources Board*.

child, children. A biological, *adopted*, or *foster child*; a stepchild; a legal ward; or a *child* of a person standing *in loco parentis*, who is (a) under 18 years of age, or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability.

civil leave. A paid leave of absence granted to an *employee* for these specific legal reasons: jury duty, grand jury service, summons, or subpoena as a witness for the local, state, or federal court, but not for personal lawsuit.

classification plan. All classes of *positions* established for the *classified service*.

classified employee. All *employees* of the *classified human resources system* of the Parish and who are subject to all terms of this manual. Compare *unclassified employee*.

classified human resources system. The system established by the Charter, which includes a *classification plan* and *salary plan* for *classified employees*.

classified service. All offices and *positions* of trust or employment in the Parish service, except those placed in the unclassified service by Section 4-10 (B) of the Charter.

cloud computing. A method of running application software and storing related data in central computer systems while providing user access through the Internet.

collection site. A place selected by the Parish where *prospective employees* and *employees* present themselves for the purpose of providing a urine or other lawful specimen and breath specimen for a *drug* and *alcohol* test.

compensatory time. Time off in lieu of *overtime* cash compensation for *overtime* work performed in a workweek at a rate not less than one and one-half (1.5) times each hour of employment for which *overtime* compensation is required by the FLSA.

confidential information. Information that is meant to be kept secret, including *employee* information, financial information, engineering plans, internal documentation, Parish contracts, or Parish property.

confirmed presence of a controlled dangerous substance. The performance of two (2) separate and different tests on an individual's urine specimen resulting in the detection of *controlled dangerous substances* in concentrations greater than the applicable cutoff levels as set by the U.S. Department of Transportation. The second, or confirmation test, on the urine sample shall be gas chromatography/mass spectrometry.

controlled dangerous substance. A *drug*, substance, or immediate precursor in Schedules I through V of the Uniform Controlled Dangerous Substances Law,⁷⁵ or any *drug*, substance, or immediate precursor listed either temporarily or permanently as a federally controlled substance.

demotion. An *employee's* change from a *position* in one classification to a *position* in another classification assigned a lower salary range in the *classified human resources system*.

department(s). Civic Center; Coastal Restoration and Preservation; Finance; Housing & Human Services; Legal; Parks and Recreation; Planning and Zoning; Public Safety; Public Works; Risk Management and Human Resources; Solid, Hazardous, and Recycling Waste; Utilities; or any other established by reorganization in accordance with the Charter.

Director. The person appointed by and subject to the direction of the Parish President who oversees the *department* in accordance with the Charter.

disciplinary probation. A period of time the *employee* is placed back into *probationary* status due to substandard performance, which is used to reassess an *employee's* aptitude to being successful in the *position* hired.

discrimination. Treating a person or group of people less favorably, which is protected by the U.S. Constitution and federal laws (e.g., Title VII of the Civil Rights Act,⁷⁶ the Age Discrimination in Employment Act,⁷⁷ the Americans with Disabilities Act (ADA)⁷⁸) as well as state and local ordinances.

dismissal, discharge. The *termination* of employment *for cause*.

drug. A substance (other than food) intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease or to affect the structure or any function of the body.

⁷⁵ La. R.S. 40:961 can be found online at legis.la.gov, and 21 U.S.C. §801 can be found online at uscode.house.gov.

⁷⁶ Title VII of the Civil Rights Act can be found online at dol.gov.

⁷⁷ The Age Discrimination in Employment Act can be found online at eeoc.gov.

⁷⁸ The Americans with Civil Disabilities Act can be found online at ada.gov.

emergency day benefit. Compensation at an *employee's* regular hourly rate of pay for each hour the *employee* was scheduled to work on an *emergency day*.

emergency day. A day within the *employee's* regular workweek declared by the Parish President as a day where *employees* remain at home.

employee. Any person employed by the Parish to whom a provision of this manual has been made applicable by the *appointing authority* or the Council. Compare *prospective employee*.

exempt employee, salaried employee. An *employee* who, because of job duties, is not entitled to the minimum wage and *overtime* pay provisions of the FLSA. Exempt status shall be determined by the *Human Resources Director*. Compare *non-exempt employee*.

for cause. A reason or grounds for action taken or for the existence of a condition.

foster (long-term foster/foster-to-adopt). A form of *adoption* in which a *child* is placed in an approved home as a foster *child* with the expectation that the *child* will become legally free and be *adopted* by the foster *parent(s)*.

full-time employee. An *employee* who is regularly scheduled to work forty (40) hours per week in a *position*.

group health insurance. Medical, dental, basic term life, short-term disability, and long-term disability insurance that make up the *employee* health benefits program.

guardian ad litem, GAL. Someone appointed by a court of law to protect the interests of a *child* in a single court action.

harassment. A form of *discrimination* which causes another person to feel frightened, offended, humiliated, intimidated, insulted, ridiculed, and/or undermined.

holiday. A day within the *employee's* regular workweek when *employees* are paid a *holiday benefit* but are not required to work.

holiday benefit. Eight (8) hours of compensation at an *employee's* regular hourly rate of pay.

Human Resources Board. A five (5) member board of qualified electors of Terrebonne Parish appointed to serve the Parish as an appeal board for Parish *full-time, permanent employee* disciplinary action appeals in accordance with the Charter.

Human Resources Director. Any individual designated by the Parish President to oversee the administration of the Parish's Human Resources System in accordance with the Charter.

immediate family member. The (a) *employee's children*, (b) *spouses* of the *employee's children*, (c) the *employee's* brothers and sisters, (d) *spouses* of the *employee's* brothers and sisters, (e) the *employee's parents*, (f) the *employee's spouse*, and (g) the *parents* of the *employee's spouse*.

in loco parentis. The type of relationship in which a person has put themselves in the situation of a *parent* by assuming and discharging the obligations of a *parent* to a *child*; an individual intends to take on the role of a *parent*.

initial test. An immunoassay screen to eliminate **negative** urine or other lawful specimens from further consideration.

insubordination. A willful or intentional failure to obey an ethical and reasonable request of *management*; disrespect for authority.

legally protected class. A person's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability, genetic information, or any other legally protected characteristic as defined by U.S. Equal Employment Opportunity Commission.⁷⁹

management. Any individual who has been authorized to oversee and manage the work of *employees*.

merit award committee. The *Director*, Chief Financial Officer, *Human Resources Director*, Parish Manager, and Parish President responsible for reviewing the claims and granting or denying merit awards.

military leave. Leave granted in accordance with federal and state law for military purposes.

nepotism. Preference of any sort given to *immediate family members*. The Parish will comply with La. R.S. 42:1119.⁸⁰

non-exempt employee, hourly employee. An *employee* who is entitled to the minimum wage and *overtime* protections of the FLSA. *Non-exempt* status shall be determined by the *Human Resources Director*. Compare *exempt employee*.

overtime. Hours worked over forty (40) in a workweek that entitles a *non-exempt employee* to compensation at one and one-half (1.5) times the regular rate of pay for each hour worked over forty (40) hours in that workweek unless otherwise provided by law.

parent (immediate family). The biological parent of an *employee* or an individual who stood *in loco parentis* to an *employee* when the *employee* was a son or daughter.

parental leave. A paid leave of absence from regular scheduled work hours by a *full-time, permanent employee* who becomes a *parent* via childbirth, *adoption*, *foster (long-term)*, or any other legal placement and meets all eligibility requirements.

part-time employee. An *employee* who is regularly scheduled to work less than thirty (30) hours per week and who is not eligible for *benefits*. Compare *full-time employee*.

⁷⁹ The U.S. Equal Employment Opportunity Commission can be found online at eeoc.gov.

⁸⁰ La. R.S. 42:1119 can be found online at legis.la.gov.

peace officer. Any *employee* of the state, a municipality, a sheriff, or other public agency, whose permanent duties actually include the making of arrests, the performing of searches and seizures, or the execution of criminal warrants, and is responsible for the prevention or detection of crime or for the enforcement of the penal, traffic, or highway laws of this state, but not including any elected or appointed head of a law enforcement department as per La. R.S 40:2402(3)(a).⁸¹

permanent employee. An *employee* whose *position* has been budgeted and who has completed the one hundred and eighty (180) day *probationary period*. Compare *temporary employee*; *seasonal employee*.

personal leave. An accrued paid leave of absence from regularly scheduled work hours earned by a *full-time, permanent employee* for the purpose of vacation, recreation, or to attend to personal affairs.

Personnel Policy Manual. The official Personnel Policy Manual of the Terrebonne Parish Consolidated Government as adopted by the Terrebonne Parish Council, which establishes rules, definitions, and principals that formulate, define, detail, and govern the relationship between the Terrebonne Parish Consolidated Government and its employees for the purposes of attaining the Parish's objectives.

position. A group of duties and responsibilities assigned or delegated by *management* to be performed by one (1) *employee*.

prescription. A written request for a *drug* or therapeutic aid issued by a licensed physician, nurse practitioner, physician's assistant, dentist, osteopath, or podiatrist for legitimate medical purpose, for the purpose of correcting a physical, mental, or bodily ailment, and acting in good faith in the usual course of professional practice.

primary parent. The legal *parent* who takes care of a *child's* most basic needs. Compare *secondary parent*.

probationary employee. An *employee* still within the one hundred and eighty (180) day *probationary period*.

probationary period. A set period of time used to assess an *employee's* aptitude to being successful in the *position*.

promotion. An *employee's* advancement in *position* in the *classified human resources system*.

prospective employee. Any person selected for employment by the Parish who has begun the hiring process. Compare *employee*.

qualifying event (parental leave). The birth of a *child* or the *adoption, foster (long-term)*, or other legal placement of a *child*. Other legal placement does not include parental custody cases or legal assignments as *guardian ad litem*.

reduction in force, RIF. The *dismissal* of an *employee* because of lack of work, lack of sufficient financial appropriation, or other causes which do not reflect on the *employee*.

⁸¹ La. R.S. 40:2402(3)(a) can be found online at legis.la.gov.

resignation. The voluntary *termination* of employment by an *employee*.

retaliation. Any adverse reaction by *management* that would deter an *employee* from making a complaint (e.g., counselling, written reprimand, discipline, *demotion*, salary reduction, or *termination*).

salary plan. The levels of compensation established for each *position* of the *classified service*.

screening. An immunoassay screen to eliminate **negative** urine or other lawful specimens from further consideration.

seasonal employee. An *employee* who works in a *non-permanent position*, regardless of the number of hours worked in a week, and only at certain times of the year (e.g., camp counselor, lifeguard, sports official, etc.). Compare *permanent employee*; *temporary employee*.

secondary parent. The other legal *parent* of a *child* who has parental responsibility but who is not the *primary parent*. Compare *primary parent*.

seniority. A privileged status attained by length of continuous service to the Parish.

seniority date. The day an *employee* was hired as a budgeted, *full-time, permanent employee*.

sick leave. An accrued paid leave of absence from regular scheduled work hours earned by a *full-time, permanent employee* for any recognized medical reason for an *employee* or their *immediate family member*.

social networking. Websites that provide a way for people to exchange messages, share information, and cooperate in joint computer activities (e.g., YouTube®, Flickr®, Facebook®, Twitter®, and Instagram®).

spouse. A husband or wife as defined or recognized under law for purposes of marriage.

substance abuse. The possession, use, or abuse of *controlled dangerous substances* or other specified illegal substances, or the misuse or abuse of *alcoholic beverages, drugs*, or other substances, not illegal, but which when misused or abused, tend to impair the normal performance of activities.

supervisor. The member of *management* who directly oversees an *employee*; also known as immediate, direct, or first-line supervisor.

surrogate mother. A woman who agrees to carry a baby to term on behalf of another person.

suspension. The enforced leave of absence without pay of an *employee* for disciplinary purpose.

temporary employee. An *employee* who works in a *non-permanent position*, regardless of the number of hours worked in a week. Compare *permanent employee*; *seasonal employee*.

termination. The separation of an *employee* from the *position* by reasons of death, *resignation*, *reduction in force*, *dismissal*, expiration of term of appointment, or failure to return after the expiration of a period of authorized leave.

testing facility, laboratory. Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs.

third parties. Individuals who are not Parish *employees*, such as relatives, acquaintances, or strangers.

transfer. The change of an *employee* from any *position* in the *classified service* to a different *position*.

tuition. The amount of money required for core curriculum course instruction only, which does not include additional fees (e.g., administrative fees, parking, books) that may be required to enroll in and attend class.

unauthorized leave. When an *employee* fails to report to work timely, gives no reason for the absence, or does not contact their *supervisor* prior to the workday beginning.

unclassified employee. *Employees* who are not members of the *classified human resources system* of the Parish by virtue of Section 4.10 (B) of the Charter, as follows. Compare *classified employee*.

1. All elected officials of the Parish.
2. The Parish President's secretary and any assistants to the Parish President.
3. *Temporary* and *seasonal employees*.
4. The Parish attorney and any assistant attorneys.
5. *Directors* created by or in accordance with the Charter.
6. *Employees* appointed directly by the Council.
7. Police and fire personnel of the urban services district who shall continue as members of the police and fire civil service systems.

vacancy. Any budgeted, unfilled *position* in the *classified human resources system*.

Web 2.0, social media. Websites and applications that enable users to easily create and share content or take part in *social networking* and *cloud computing* (e.g., blogs, wikis, social media, and web applications).

workplace. Any location, either permanent or temporary, where an *employee* performs any work-related duty. This includes vehicles as well as buildings and surrounding perimeters, including the parking lots, field locations, customer homes, alternate work locations, and traveling to and from work assignments.

workplace violence. Any physical assault, threatening behavior, or verbal abuse occurring in the *workplace* by *employees* or *third parties*. It includes beating, stabbing, shooting, rape, attempted suicide, psychological trauma such as threats, obscene phone calls, an intimidating presence, and *harassment* of any nature, such as stalking or swearing or shouting at another person.