

June 30, 2000
OPINION 00-222

Honorable R.E. Goldsby, M.D.
Mayor
Town of Amite
212 E. Oak Street
Amite, LA 70422

Dear Mayor Goldsby:

In your letter of recent date you state that an employee of the Water Department for the Town of Amite would like to enter into a contract with the town to perform maintenance work in the town cemeteries after his regular work hours.

The Dual Officeholding and Dual Employment Laws, R.S. 42:61, et seq., do not prohibit this town employee from engaging in this work after his regular work hours with the town. Since the latter relationship is contractual, there is no "employment" as defined in LSA-R.S. 42:62(3), which provides:

"Employment" means any job compensated on a salary or per diem basis, other than an elective or appointive office, in which a person is an employee of the state government or of a political subdivision thereof.

In fact, since the relationship is one of contract rather than "employment" as defined above, the provisions of the Dual Officeholding and Dual Employment Laws are not invoked. This office is of the opinion that no legal obstacle exists preventing the concurrent holding of both positions.

Very truly yours,

RICHARD P. IEYOUNG
ATTORNEY GENERAL

BY:

KERRY L. KILPATRICK
ASSISTANT ATTORNEY GENERAL

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If the relationship is one of contract rather than employment as defined in R.S. 42:63(2), then the provisions of R.S. 42:61, et seq., governing dual officeholding and dual employment, are not invoked. Accordingly, employee of town water department may enter into contract for maintenance work to be performed after regular work hours in town cemeteries.

Honorable R.E. Goldsby, M.D.
Mayor
Town of Amite
212 E. Oak Street
Amite, LA 70422

Date Received:
Date Released: June 30, 2000

Kerry L. Kilpatrick
Assistant Attorney General