



TENNESSEE

VICE CHAIRWOMAN JAMITA SWEARENGEN
MEMPHIS CITY COUNCIL
DISTRICT 4

November 18, 2021

Ms. Angela R. Hewlett
Manager, Human Performance and People Development
Acting Manager, Labor Engagement, Diversity and Inclusion
Memphis, Light, Gas and Water
4949 Raleigh LaGrange Road
Memphis, TN 38128

Mr. Corey Hester
Business Manager, International Brotherhood of Electrical Workers, Local 1288 Union
4000 Clearpool Circle
Memphis, TN 38118

Ms. Deborah Godwin, Esq.
Godwin, Morris, Laurenzi & Bloomfield, P.C.
50 N. Front Street, Suite 800
Memphis, TN 38103

Dear Ms. Hewlett, Mr. Hester, and Attorney Godwin:

Pursuant to Ordinance No. 4245, Section 2-257, this letter is to inform you that the Memphis, Light, Gas and Water Impasse Committee will meet on **Monday, November 29, 2021 at 3:00 p.m.** to discuss the following items at impasse between Memphis, Light, Gas and Water (“MLGW”) and the International Brotherhood of Electrical Workers – Local 1288 Union (“IBEW”).

- Article 22 – Work-Out-of-Classification
- Article 27 – Hours and Overtime
- Article 37 – Holidays
- Article 40 – Meals
- Article 41 – Shift Differential Pay
- Article 42 – Salary Schedule, and
- Bargaining Unit Classification Upgrades

Each side will be given a total of 15 minutes (per unit) to present its position and rebuttal followed by questions and deliberation from the committee members. The hearing will take place within the City Council Conference Room, Fifth Floor, 125 North Main Street, Memphis TN 38103.

Sincerely,

Councilwoman Jamita Swearengen
MLGW Impasse Committee Chairwoman

Cc: Councilwoman Michalyn Easter-Thomas
Councilman J. Ford Canale
J.T. Young, President and CEO, MLGW

Impasse Committee Rules of Procedure

1. At the commencement of the hearing, the Chair shall state the Economic Items to be decided by the Impasse Committee. The Economic Items to be decided may not include pension benefits, health insurance, or any other items excluded by the Charter of the City, City Code, or other state laws.
2. Memphis Light, Gas & Water and the International Brotherhood of Electrical Workers shall each be allowed a maximum of fifteen (15) minutes to present a summary of the issues and their positions. Memphis Light, Gas & Water shall make its presentation first. No time will be allotted for rebuttal. However, each side may reserve time for one rebuttal.
3. The Impasse Committee members will be given fifteen (15) minutes to ask questions or make comments after both parties have made their presentations. The committee chair shall recognize any committee member desiring to speak or question either party. The committee may elect to equally allocate its fifteen (15) minutes among the committee members and to allow them to utilize their allotted time in alphabetical order.
4. The hearing shall be conducted in accordance with Robert's Rules of Order.
5. After hearing all sides, the committee shall conduct one (1) vote per unit to recommend the Total Economic Package (all articles in dispute) of Memphis Light, Gas & Water and the International Brotherhood of Electrical Workers.
6. The Impasse Committee must make and submit for consideration their recommendation that includes the Total Economic Package with the committee's recommendation to the Council no later than the close of business on December 8, 2021. The Impasse Committee recommendation will be heard as an agenda item for the next Council meeting upon submission.

*Please note that the recommendation may be submitted before December 8, 2021.

ORDINANCE NO. 4245

AN ORDINANCE AMENDING SECTION 2-257, CODE OF ORDINANCES, CITY OF MEMPHIS, SO AS TO SUBSTITUTE A NEW SECTION 2-257 GOVERNING TOTAL IMPASSE DISPUTE PROCEDURE FOR THE MEMPHIS, LIGHT, GAS & WATER DIVISION

SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, That the Code of Ordinances City of Memphis be and the same is hereby amended by deleting the current Section 2-257, Total Impasse Dispute Procedure and by substituting a new Section 2-257, Total Impasse Dispute Procedure to read as follows:

SECTION 2-257. TOTAL IMPASSE DISPUTE PROCEDURE.

1. (a) *Definitions.* As used in this section the following terms shall have the indicated meanings:

"Business Day" shall mean a day other than a Saturday, Sunday or legal holiday under the laws of Tennessee.

Total impasse shall mean that point at which each party declares its last position on economic matters to be final and each party declares such position to be unacceptable, or the parties do not reach agreement by midnight of the negotiations deadline.

Negotiations deadline shall mean that point in time which is sixty (60) days prior to the expiration date of a current memorandum of

understanding, or, in the event of an economic reopener, sixty (60) days prior to the ensuing contractual period.

Economic items shall be defined as items such as wages, insurance, shift differential and other items which require the expenditure of Memphis Light, Gas & Water Division (the "Division") funds to an identifiable portion of any recognized unit which economic items provide to those employees direct benefits except that economic items such as pension benefits and any item excluded by the Charter of the City of Memphis, or other state laws shall not be considered economic items.

(b) The final position of the Division on economic items as defined in this ordinance, shall be in writing and shall be designated as the "final offer." If the Division presents its final offer more than three (3) Business Days prior to the negotiations deadline, then after the Division presents its final offer, the officially recognized employee organization (organization(s), herein) shall indicate in writing its acceptance of that final offer or its final position on economic items as defined in this ordinance. This response of the organization(s) shall be made before the negotiations deadline.

(c) If the Division makes its final offer to the organization(s) less than three (3) Business Days before the negotiations deadline, the chief spokesperson of the organization(s) shall tentatively accept or

reject the final offer in writing at the same negotiation session that the final offer of the division was received. If the organization(s) rejects the final offer of the Division, the organization(s) through its chief spokesperson, shall set forth in writing the final position on economic items as defined in this ordinance of the organization(s) at the time of the rejection of the final offer of the Division and during the same negotiation session that the final offer was received. If after the tentative acceptance by the organization(s) of the final offer of the Division, should the employees of the organization(s) fail to ratify the final offer of the Division, then the final position of the organization(s) shall be its last position at the bargaining table, before the final offer of the Division had been given.

(d) Items, economic or non-economic, mutually agreed to prior to the declaration of impasse as defined in paragraph two (2), herein, shall be made part of any future agreement or memorandum of understanding. Non-economic items not mutually agreed to prior to the declaration of impasse as defined in paragraph two (2), herein, will remain as stated in the previously agreed upon memorandum or agreement between the parties.

(e) At any time before the point of impasse either party (with written notice to the other party), may call for the appointment of a mediator to assist the parties in negotiating an agreement. It shall be

the function of the mediator to bring the parties together to attempt to effectuate a settlement of outstanding issues. The mediator shall have no power to compel either of the parties concerning any aspect of negotiations or the agreement to be negotiated. The mediator may be selected by agreement of the parties (with each party agreeing to share equally in the costs) or by a request by either party to the Federal Mediation and Conciliation Service for the appointment of a Federal Mediator.

2. In the event a total impasse is reached and said impasse continues for seven (7) consecutive days ("Seven Day Period"), the following procedures shall be followed:

- (a) Each party, or any one of the parties, shall, before 5:00 p.m. on the next Business Day following the expiration of the Seven Day Period give written notice to the chairperson of the Memphis City Council, and to the other party, that a total impasse in discussions has been reached (the "Impasse Notice"). At the Executive Session or Regular Council Meeting in the week next following the Receipt of the Impasse Notice the chairperson of the Memphis City Council will conduct a drawing by lot to establish from the members of the Memphis City Council a three (3) member impasse resolution committee, (the "Committee"). The first two selections will be for Committee members and the third will be for the Committee

chairperson. At the meeting in which the chairperson of the Committee is selected, each party shall deliver to the Committee chairperson a notice that identifies the specific economic items which are at impasse. It is the duty of Council members to serve on impasse committees, if selected.

(b) The committee shall develop a combined list of impasse items which must be in accordance with the final position of the parties in 1 (b) above on or before 5:00 p.m. on the second Business Day next following the Committee's Selection.

(c) Each party shall submit in writing to the Committee the last best offer with respect to such items which each party proposed at the time of total impasse on or before the fourth Business Day next following receipt of the combined list of impasse items required by paragraph 2(b). The final position of each party as defined in paragraph 1 (b) above shall be considered its last best offer for the purpose of this ordinance. Any supporting information must also be presented at this time and all economic items must be addressed.

(d) The Committee is to determine which total package constituting the last best offer on "economic items" as defined in this ordinance of either the division or the organization(s) shall be made part of the new memorandum of understanding between the Division

and the organization(s). The Committee may not alter the last best offer of either party.

(e) The Committee shall establish its own rules and procedures and conduct such investigations and hearings as it deems appropriate but with adequate opportunity for the Division and the organization(s) to present their respective positions. The Committee shall adopt for recommendation to the Memphis City Council the last best offer on "economic items" as defined in this ordinance of either the Division or of the organization(s).

(f) In an expeditious manner, but in no case later than thirty (30) days from submission of the dispute to the Committee, a written report on the last best offers submitted by both parties, and a recommendation of one of the offers as the final resolution of the dispute shall be immediately provided to both parties and all members of the Memphis City Council. If, after receiving the Committee's report, the council does not, at one of the next two (2) regularly scheduled city council meetings, veto the recommendation by a majority vote of its membership, then the Committee's recommendation shall be final. However, if the city council decides to take up the Committee report as an agenda item, the parties shall be given at least forty-eight (48) hours notice. At the city council meeting when the Committee report is to be discussed, each of the parties is to

be given one (1) hour to present a summary of the issues and their position. The council may then either accept the report of the Committee or determine that the total package constituting the last best offer on "economic" items as defined in this ordinance of the other party (the last best offer of the party not selected and recommended by the committee) shall be made part of the new memorandum of understanding between the Division and the organization(s). The decision made by the city council shall become effective and the city council shall take whatever action is appropriate to implement.

(g) Once this Impasse Resolution Procedure has been implemented by notification of the chairperson as provided for in 2(a), neither party may alter their final position as defined in 1 (b) above. However, either party may, at any time, accept the final position - total package of the other party as originally submitted to the city council. Such acceptance shall be the final understanding. Further, the parties may mutually agree upon some or all items at impasse any time before final council action. Such mutually agreed upon items will be removed from the impasse list of both parties by notification to the chairperson of the council and shall be made a part of any future agreement or memorandum of understanding.

SECTION 2. BE IT FURTHER ORDAINED, That if any clause, section, paragraph, sentence, or part of this ordinance shall be held or declared to be

unconstitutional and void, it shall not affect the remaining parts of this ordinance. It is hereby declared to be the legislative intent to have passed the remainder of this ordinance notwithstanding the parts so held to be invalid, if any.

SECTION 3. BE IT FURTHER ORDAINED, That this Ordinance shall take effect from and after the date it shall have been passed by the council, signed by the chairman of the council, certified and delivered to the Office of the Mayor in writing by the Comptroller, and become effective as otherwise provided by law.

Florence H. Leffler
Chairman

Attest:

Danny Wray
Comptroller

THE FOREGOING ORDINANCE
4245 PASSED
1st Reading 3/8/94
2nd Reading 3/15/94
3rd Reading 3/22/94
Approved Florence H. Leffler
Chairman of Council

Date Signed: _____

APPROVED:
[Signature]
Mayor, City of Memphis DA etc.

Date Signed: 4/21/94

I hereby certify that the foregoing is a true copy, and said document was adopted by the Council of the City of Memphis as above indicated and approved by the Mayor.

[Signature]
Comptroller



November 16, 2021

Impasse Committee Members
Memphis City Council
125 North Main Street, Room 514
Memphis, Tennessee 38103-2086

VIA EMAIL

**RE: *MLGW and IBEW Local 1288
Impasse Notice of Articles in Dispute***

Dear Impasse Committee Members:

In accordance with the City of Memphis Ordinance, No. 4245, Section 2-20-2, this letter constitutes notice of the economic items which are at impasse. They are as follows:

***Article 22 – Work-Out-of-Classification
Article 27 – Hours and Overtime
Article 37 – Holidays
Article 40 – Meals
Article 41 – Shift Differential Pay
Article 42 – Salary Schedule
Bargaining Unit Classification Upgrades***

If you have any questions, please feel free to contact me at 901.528.4609.

Respectfully,

DocuSigned by:

Angela R. Hewlett

Angela R. Hewlett, Acting Manager
Labor Engagement, Diversity, and Inclusion

CC: J. T. Young, CEO, Memphis Light, Gas and Water Division
Jacqueline Jones, VP and CPO, Memphis Light, Gas, and Water Division
Corey Hester, Business Manager, IBEW Local 1288

Attachments

MLGW Last Best Offer – Economics

November 1, 2021

FINAL OFFER

FOR

MEMPHIS LIGHT GAS AND WATER DIVISION

NEGOTIATIONS WITH IBEW LOCAL 1288

November 1, 2021

MLGW REPRESENTATIVE

DocuSigned by:

Jacqueline Jones

52E8DC0133D2487

MLGW

11/1/2021

Date

Tentative Agreement

IBEW

Date

**MEMORANDUM
of
UNDERSTANDING**

between

**MEMPHIS LIGHT, GAS AND WATER DIVISION
and
LOCAL UNION NO. 1288
of
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

JANUARY 1, 2022

to

JANUARY 1, 2026



Tentative Agreement

MLGW

IBEW

Date

Date

MLGW Last Best Offer – Economics
November 1, 2021

ARTICLE 22

Work-Out-of-Classification

The Division shall make temporary assignments according to the requirements of the job and availability of personnel qualified to do the work.

Work-out-of-classification in occupational lines of progression above entry level will be offered to the qualified and available employee who is senior in occupational seniority in the next preceding classification or classifications in the line of progression who is in the crew or on the job site.

Work-out-of-classification in jobs not in occupational lines of progression will be offered to the senior qualified and available employee in the classification or classifications from which an employee will be selected. In these cases classification seniority will be utilized.

When employees are assigned or required to perform work which is not in their job description but which is usually performed by employees in a higher classification, they shall be paid out-of-classification at the appropriate rate.

In connection with the above, any problems which might arise concerning the question of insufficient work shall be dealt with on a case by case basis by referral to the Manager of Labor Engagement, Diversity and Inclusion and the Union Business Manager or Assistant Business Manager.

Pay for work-out-of-classification shall be as follows:

1. Employees assigned or required to work in a higher classification on a temporary basis for periods in excess of two (2) hours, either continuously or accrued in the regular workday, shall receive premium pay for all time worked in the higher classification as follows:

Work in non-supervisory classifications

Grades 1-5.....\$ 1.00per hour

Grades 6-9.....\$ 1.20 per hour

Grades 10 & above\$ 1.40 per hour

Work in crew leader and supervisory classifications.....\$ 1.60 per hour

2. It is not the intention of the Division to assign employees to work-out-of-classification in higher classifications to nullify the need to promote employees to these higher classifications.

Tentative Agreement

MLGW

IBEW

Date

Date

MLGW Last Best Offer – Economics

November 1, 2021

3. While it is agreed that employees selected to work-out-of-classification must be qualified to perform the job, it is also agreed that the Division will make reasonable efforts to see that senior employees have the opportunity to become qualified to perform in more advanced positions.
4. An employee assigned to work in a lower classification on a temporary basis shall receive his/her regular rate of pay during such assignment if such assignment is for the benefit of the Division. If for the benefit of the employee, he/she shall receive the rate of pay applicable to the classification which is next lower than his/her rate of pay in his/her old classification.
5. An employee assigned to work in an equal classification on a temporary basis shall receive his/her regular rate of pay during such assignment.
6. Temporary assignments may not be rotated for the purpose of depriving temporarily assigned employees of work-out-of-classification pay.

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IBEW

Date

Date

ARTICLE 27

Hours and Overtime

General:

1. **Scheduled Work Week.** A scheduled work week shall consist of five (5) consecutive days when possible, each workday shall normally be eight (8) consecutive hours, exclusive of time allowed for lunch. The work week may be any five (5) days in a calendar week.

2. **Scheduled Days Off.** An employee's two (2) scheduled days off shall be consecutive when possible. For pay purposes, the determination of first and second days off shall depend upon the chronological order of occurrence of the two (2) scheduled days off as they are established within the calendar week, Sunday through Saturday.

3. **Break/Rest Period.** Employees will be granted one(1) paid break or rest period of not more than fifteen (15) minutes in each four (4) hour period of regular or overtime hours worked.

4. **Overtime Limit and Rest Periods.**

a. **General**

An employee will not normally be required or permitted to work more than sixteen (16) hours, either continuously or cumulatively, in a twenty-four (24) hour period. This twenty-four (24) hour period will begin at the starting time of any work period.

An employee may be released by his/her Supervisor from work for a rest period not otherwise provided for, as need dictates during the employee's regularly scheduled forty (40) hour work week, and shall be paid at his/her straight time rate for such regularly scheduled hours.

b. **Distribution or Operations Department Construction or Maintenance Crews**
Distribution or Operations Department construction or maintenance crew members (**not** to include Electric Distribution Department trouble shooters who have worked sixteen (16) consecutive hours will be granted a ten (10) hour off duty period. When needed, the employee may elect to return after eight (8) hours off duty; however, any remaining time worked within his/her earned rest period will be compensated at a double time rate.

In case of an emergency, an employee may be authorized to continue to work beyond the sixteen (16) hour work period if the employee is physically able and willing to continue a job. However, the additional time after sixteen (16) hours shall not exceed two (2) hours.

All emergency overtime of six (6) hours or longer, cumulative or continuous in

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MLGW

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Date

Date

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November 1, 2021

the twelve (12) hours preceding a regular shift, shall be preceded by, or followed by, a continuous ten (10) hour off-duty period. Any hours in the rest period which overlap with the employee's regularly scheduled workday will be compensated at the straight time rate. Paid rest time shall be considered the same as time worked for the purpose of determining when overtime starts in a regularly scheduled workday.

In the event an employee has not completed his/her ten (10) hour rest period, the employee shall not be required to report for his/her next regular work period until the ten (10) hours have elapsed. When needed, the employee may elect to return after eight (8) hours off duty; however, any remaining time worked within his/her earned rest period will be compensated at a double time rate. If there remain four (4) hours or less in the employee's regular work period at the end of the ten (10) hours rest period, the employee shall not be required to report for work unless the emergency still exists. If more than four (4) hours remain in the employee's regular work period at the end of his/her rest period, the employee shall report to work.

5. **Overtime Policies and Committees.** Departments/Areas will form committees to develop overtime policies. Upon approval by the appropriate manager, copies will be forwarded to the Manager of Labor Engagement, Diversity and Inclusion and the Union Business Manager or Assistant Business Manager. Policies may be reviewed annually or upon request by either party. It is understood that nothing contained in these overtime policies will conflict with the Memorandum. All policies will include provisions for the following:
 1. Overtime hours to be converted to its straight time equivalent
 2. Selection of planned overtime, emergency overtime and stand-by, as applicable
 3. Employee review and/or confirmation of overtime lists prior to printing for distribution.
 4. Overtime hours shall not be zeroed without the agreement of the Manager of Labor Engagement, Diversity and Inclusion and the Business Manager of IBEW Local 1288.
 5. Overtime hours declined will only be charged when an employee is contacted and actually declines such overtime.
 6. An employee entering into a department, area or classification will be charged with overtime hours to properly insert him/her into the overtime list. The method used for calculation, shall be to charge the employee with overtime hours in an amount equal to the overtime hours charged against the employee with the highest overtime hours in the appropriate area or classification, plus one hour.
6. **Overtime Lists.** Current overtime lists will be posted on all bulletin boards.
7. **Saturday and Sunday Construction Work.** Construction Work performed on
Tentative Agreement

MLGW

IBEW

Date

Date

Saturday and Sunday will be kept to a minimum consistent with the requirements of serving the customers. It is not the intent of the Division to perform routine construction on Saturday and Sunday.

- 8. **Emergency Call-Outs.** The parties agree that those classifications necessary to perform the work shall be called out in emergencies. In distribution, the low crew at the service center where the call originates will be called after 1:30 a.m. Monday through Friday.

Shift Work Schedules:

Employees covered by this section are those employees whose work hours are dictated by a shift work schedule.

- 1. In departments where prepared, work schedules shall be posted at least one (1) month in advance. The Department Manager and Area Steward shall have a mutually agreed upon schedule for shift work sign up approved initially by the Union Business Manager or Assistant Business Manager and the Manager of Labor Engagement, Diversity and Inclusion. Any temporary changes to the schedule shall be mutually agreed to by the Department Manager and Area Steward. Any permanent changes to the schedule shall be mutually agreed to by the Union Business Manager or Assistant Business Manager and the Manager of Labor Engagement, Diversity and Inclusion.
- 2. The Division will make all efforts to give a minimum of one (1) week's notice prior to any change in employee's work schedules. Changes made with less than four (4) calendar days notice should not be made to avoid working employees on overtime.
- 3. No employee should normally be scheduled to work more than eight (8) straight-time hours in any twenty-four (24) hour period but in no case shall an employee be scheduled to work more than eight (8) straight-time hours in any consecutive sixteen (16) hour period.
- 4. An employee's two (2) scheduled days off shall be consecutive when possible.
- 5. Although it is recognized that the requirements of shift work may necessitate working more than five (5) straight-time days consecutively, all efforts should be made to avoid such scheduling.

Overtime Payment:

- 1. Time and one-half for all time worked in excess of eight (8) hours in one day or forty (40) hours in one (1) calendar week.
- 2. Time worked in excess of sixteen (16) hours in any twenty-four (24) hour period shall be paid at two (2) times the straight-time rate.
- 3. Whenever an employee is required to work on a holiday, the employee shall be paid two (2) times his/her regular rate of pay for such hours worked.
- 4. Employees will be eligible for double-time pay on one (1) day per calendar week except as provided for in 2 and 3 above.

Tentative Agreement

_____ MLGW

_____ IBEW

_____ Date

_____ Date

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- a. An employee who is normally scheduled off on Sunday will be paid double-time or two (2) times his/her regular straight-time rate for any hours worked on Sunday. Any overtime on another day in the calendar week will be paid at one and one-half times his/her straight-time rate for the hours worked.
 - b. An employee who works on a shift crew in the Electric, Gas or Water Distribution departments will be paid double-time or two (2) times his/her regular straight-time rate for any hours worked on Sunday with the exception of a crew(s) whose second day off is Saturday. In such case, the double time day for this crew(s) will be Saturday. Any overtime on another day in the calendar week will be paid at one and one-half times his/her straight-time rate for the hours worked.
 - c. An employee who works a shift with off-days which do not include Sunday will be paid double-time or two (2) times his/her regular straight-time rate for any hours worked on his/her second off-day. Any overtime on another day in the calendar week will be paid at one and one-half times the employee's straight-time rate for the hours worked.
- 5. Overtime shall be distributed on an equitable basis among the employees of a given classification who normally perform the work in the department affected insofar as possible. Overtime lists will be utilized in making selections for employees to work overtime.
 - 6. There shall be no duplicating or pyramiding of overtime.
 - 7. Employees engaged in emergency storm restoration, at the request of other utility companies outside of Shelby County, will be paid at the rate of time and one-half for all hours except where double time applies.

Show-Up Time:

An employee who reports for work at his/her regularly assigned time and who has not been notified in advance not to report shall be paid a minimum of two hours straight time pay.

Hazard Pay

When there is a declaration of a pandemic on or after January 1, 2022, and a State of Emergency has been declared by the Governor of the State of Tennessee, Shelby County Mayor, City of Memphis Mayor and the President/CEO of Memphis Light, Gas and Water Division, the MLGW employee shall be compensated at 2% of their current rate of pay while the pandemic exists, not to exceed six (6) months from the initial date of declaration.

Tentative Agreement

_____ MLGW

_____ IBEW

_____ Date

_____ Date

MLGW Last Best Offer – Economics
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ARTICLE 37

Holidays

The designated paid holidays of the Light, Gas and Water Division are: New Year's Day, Dr. Martin Luther King Jr. Birthday, Good Friday, Dr. Martin Luther King Jr. Memorial Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day, and employee's birthday.

The employee's birthday holiday is accrued each year on his/her birthday and will be taken or sold within twelve months of that date. A birthday holiday not taken or sold within twelve (12) months of accrual will be forfeited by the employee. The birthday holiday will be scheduled in accordance with established vacation scheduling guidelines within each department. The holiday will be taken in eight (8) hour increments.

If work is performed on a holiday, it shall be paid for in accordance with the overtime provisions provided in this Agreement.

With the exception of birthday holidays, pay for holidays worked shall be in accordance with the following:

1. If a holiday set forth above falls on Saturday, those employees scheduled on a Monday through Friday shift shall be granted the preceding Friday as the holiday. If the holiday should fall on Sunday, then those employees on a Monday through Friday shift shall be granted the following Monday as the holiday. For all employees not on a Monday through Friday schedule, the calendar holiday shall be observed.
2. If an employee's regular off-day occurs on a holiday and the employee is not given an additional day off, the employee is entitled to double-time pay for his/her first regular work day, in addition to his/her regular pay for the holiday.
3. Employees will be paid at straight-time rate of pay for holidays not worked during a period of absence because of illness or accident, but such day will not be charged against sick leave.
4. No employee shall be paid overtime for a holiday that occurs during his/her vacation, but shall be entitled to an additional day of vacation in lieu of the holiday. This day should be taken at the beginning or end of the employee's regular vacation.

Tentative Agreement

_____ MLGW

_____ IBEW

_____ Date

_____ Date

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ARTICLE 38

Vacation

A paid vacation allowance will be given employees based on service time since last date of employment and actual time on the payroll during the preceding year. The amount of vacation time will be determined on January 1 of each year and be based on the number of years of service time and the number of months in the preceding year in which the employee worked or received 100 percent pay for eleven (11) or more days.

Vacations will be allowed on the following basis:

1. For less than 12 months service or less than 12 months time on the payroll during the preceding year, see chart below.
2. One (1) but less than six (6) years of service time during preceding years--two (2) weeks.
3. Six (6) but less than seven (7) years of service time during preceding years--two (2) weeks and one (1) day.
4. Seven (7) but less eight (8) years of service time during preceding years--two (2) weeks and two (2) days.
5. Eight (8) but less than nine (9) years of service time during preceding years--two (2) weeks and three (3) days.
6. Nine (9) but less than ten (10) years of service time during preceding years--two (2) weeks and four (4) days.
7. Ten (10) but less than fifteen (15) years of service time during preceding years--three (3) weeks.
8. Fifteen (15) but less than twenty (20) years of service time during preceding years--four (4) weeks.
9. Twenty (20) but less than thirty-five (35) years of service time during preceding years--five (5) weeks.
10. Thirty-five (35) or more years of service time during preceding years--six (6) weeks.

NUMBER OF WORKDAYS OF VACATION ACCRUED

Year(s) of Continuous Service During Previous Year	Total Vacation Accruing Months											
	Jan 1	Feb 2	Mar 3	Apr 4	May 5	Jun 6	Jul 7	Aug 8	Sep 9	Oct 10	Nov 11	Dec 12
0.00-5.99	1	2	3	4	5	5	6	7	8	9	10	10
6.00-6.99	1	2	3	4	5.5	5.5	7	8	9	10	11	11
7.00-7.99	1	2	4	5	6	6	7	8	10	11	12	12
8.00-8.99	1	3	4	5	6.5	6.5	8	9	10	12	13	13
9.00-9.99	1	3	4	5	7	7	8	10	11	13	14	14
10.00-14.99	1.5	3	4.5	6	7.5	7.5	9	10.5	12	13.5	15	15

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MLGW

IBEW

Date

Date

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15.00-19.99	2	4	6	8	10	10	12	14	16	18	20	20
20.00-34.99	2.5	5	7.5	10	12.5	12.5	15	17.5	20	22.5	25	25
35 or More	3	6	9	12	15	15	18	21	24	27	30	30

The "Vacation Season" shall be from January 1 through December 31 of each year and vacations will be granted, so far as possible, at the time most desired by the employees.

Employees shall be given the choice of vacation periods in order of their Division seniority within the department where they are assigned. An employee moving into a new vacation group after vacations have been selected in that new group will not be permitted to displace employees who have already selected a vacation period.

The Department Head of each department shall determine how many employees of each classification may be on vacation at any one time in order not to interrupt the orderly and efficient operation of the department.

Any permanent employee whose employment is terminated for any reason shall be considered as having accrued vacation pay on a pro-rata monthly basis from the beginning of his/her second six (6) months, but less than one (1) year, or from the beginning of his/her latest year of continuous employment if he/she has been employed for more than one (1) year; and the employee shall be paid, in addition to sums otherwise due him/her, for such accrued vacation, less any vacation already taken by him/her, during this period of accrual. In calculating accrued vacation time hereunder, periods of eleven (11) days or less shall be disregarded and periods in excess of eleven (11) days shall be counted as full months.

In case of an emergency involving sickness, accident, or death of a member of the employee's family in which the employee's absence from work is required, and when the employee has no vacation time remaining, he/she may use vacation time already accrued for the following year, up to a limit of five (5) days per year.

Tentative Agreement

MLGW

IBEW

Date

Date

MLGW Last Best Offer – Economics
November 1, 2021

ARTICLE 40

Meals

When any employee is required by his/her Supervisor to work straight through a regular mealtime and is not allowed time to leave the job to eat, the employee will be provided with a meal at the Division's expense, and is not entitled to any additional reimbursement for a meal. This does not apply to shift employees who have reasonable notification of overtime.

An employee who is on overtime and is released from the job long enough to eat is required to provide his/her own meal and is not paid for time off the job to eat. Employees who are on overtime and are required to eat their meals on the job site or who are required to report their location and are routinely subject to call during meal periods shall not be considered released for the purpose of this paragraph.

Employees on overtime will normally be allowed to eat at mealtimes.

When an MLGW employee is required to work during a multi-day event to restore service to Electric, Gas or Water customers and contractors are utilized for the same event, MLGW employees will be provided a meal at the Division's expense. One meal per diem will be allowed for every 14 hours worked.

Tentative Agreement

MLGW

IBEW

Date

Date

MLGW Last Best Offer – Economics
November 1, 2021

ARTICLE 41

Shift Differential Pay

An employee who works a straight time shift which starts prior to 6:00 a.m. or which extends beyond 6:00 p.m. will receive shift differential pay as follows:

Any hours worked between the hours of 3:00 p.m. and 11:00 p.m. - 6% of employee's hourly wage or a minimum of \$1.00 per hour

Any hours worked between the hours of 11:00 p.m. and 7:00 a.m. - 8% of employee's hourly wage or a minimum of \$1.00 per hour

For employees who are eligible for shift differential, the appropriate premium rate shall be applied to overtime worked when the overtime is immediately prior to and/or immediately following the straight time shift on which shift differential is applied. Overtime will be calculated on the straight time rate.

Tentative Agreement

MLGW

IBEW

Date

Date

MLGW Last Best Offer – Economics
November 1, 2021

ARTICLE 42

Salary Schedule

Four-year MOU.

Effective January 1, 2022 – 5.0%.

Effective January 1, 2023 – 3.5%.

2023 – Re-opener Discussion for Articles

14-Union Representatives

18-Layoff or Reduction in Force

28-Call-Out Pay

42 – Salary Schedule for potential wages increases for 2024 and 2025

Minimum time interval between Steps within Grades is one (1) year, with the following exceptions:

- A. In Grades 1 and 2 the minimum time interval between all Steps is six (6) months.
- B. The minimum time interval between Steps 1 and 2 of all Grades is six (6) months.
- C. The minimum time interval for a Utility Worker I to advance to a Utility Worker II is normally 12 months.
- D. Any employee who receives a promotion shall not receive a decrease in pay.
- E. Any employee who makes a lateral move/transfer shall not receive a decrease in pay.

Tentative Agreement

MLGW

IBEW

Date

Date

MLGW Last Best Offer – Economics
November 1, 2021

ARTICLE 45

Term of Agreement

This Memorandum of Understanding shall take effect January 1, 2022 and shall remain in full force and effect until January 1, 2026 and shall be automatically renewed for yearly periods thereafter unless either party notifies the other in writing at least six (6) months prior to the expiration date of a desire to change or terminate this Memorandum of Understanding.

When notice for change is given, the nature of the change desired must be specified in writing and until the parties have agreed upon such change the provisions of this Memorandum of Understanding shall remain in full force and effect. Other changes or necessary amendments so agreed upon shall supersede the affected portions of this Memorandum of Understanding in a manner and at a time agreeable to both parties. All changes must be in writing and signed by authorized representatives of the Division and the Union and approved by the International Office of the Union.

It is understood by both parties that by mutual consent this Memorandum of Understanding can be changed at any time; however, any changes agreed to shall be reduced to writing and signed by both parties and approved in the same manner as this Memorandum of Understanding.

Tentative Agreement

MLGW

IBEW

Date

Date

MLGW Last Best Offer – Economics
November 1, 2021

Proposed Salary Upgrades in Bargaining Unit positions

	<u>Old</u> <u>Grade</u>	<u>New</u> <u>Grade</u>	<u>Notes</u>
Clerical Support 2	4	5	Consolidate 2 & 3
Housekeeping Crew Leader	4	5	
Office Clerk	4	5	
Telephone Operator	4	5	
Utility Worker 1	4	5	
Building Attendant	3	4	
Clerical Support 1	3	4	
Housekeeping Attendant	2	3	
Clerical Support 3	5	5	Consolidate 2 & 3
Building Crew Leader	5	6	
Housekeeping Inspector	5	6	
Utility Worker Investment Recovery	5	6	
Utility Worker Machine Metal Shop	5	6	
Utility Worker ROW Grounds Maint.	5	6	
Utility Worker Transportation	5	6	

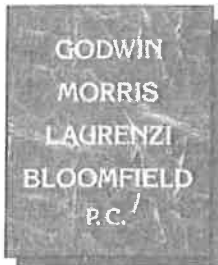
Tentative Agreement

MLGW

IBEW

Date

Date



November 23, 2021

VIA HAND DELIVERY

Ms. Jamita Swearengen
Committee Chair
City Councilwoman
Memphis City Council
125 North Main Street, Suite 514
Memphis, Tennessee 38103-2086

Mr. J. Ford Canale
City Councilman
Memphis City Council
125 North Main Street, Suite 514
Memphis, Tennessee 38103-2086

Michalyn Easter-Thomas
City Councilwoman
Memphis City Council
125 North Main Street, Suite 514
Memphis, Tennessee 38103-2086

RE: IBEW Local 1288 – MLGW
Impasse

Dear Councilmembers:

On behalf of IBEW Local 1288 and pursuant to City of Memphis Ordinance No. 4245; Section 2-257- 2 (c) please find enclosed the Final Offer of IBEW 1288 and supporting documentation.

Please note that Articles 22 Work-Out-Of-Classification, 27 Hours and Overtime, 40 Meals, and 41 Shift Differential Pay are in agreement with MLGW's Final Offer. Accordingly, and pursuant to Section 2-257-2(g) such mutually agreed upon items will be removed from the impasse list ...and shall be made a part of any future memorandum of understanding.

The remaining Articles at impasse are therefore Articles 37 Holidays and Article 42 Salaries (with upgrades).

Should you have any questions or anything else is needed, please feel free to contact me.

DEBORAH GODWIN
SAMUEL MORRIS*
ELIGENE LAURENZI † **
LEE J. BLOOMFIELD***
BARCLAY M. ROBERTS
TIMOTHY TAYLOR
BETSY B. MCKINNEY
JESSICA B. WISEMAN
LAUREN HUTTON****

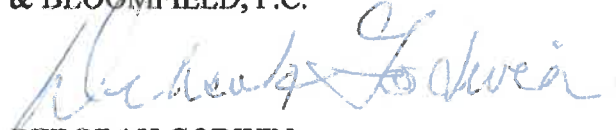
* ALSO LICENSED IN INDIANA
** ALSO LICENSED IN MISSISSIPPI
*** ALSO LICENSED IN KENTUCKY
**** ALSO LICENSED IN ARKANSAS

† CERTIFIED CIVIL TRIAL
SPECIALIST BY
TENNESSEE COMMISSION
ON CONTINUING LEGAL
EDUCATION AND
SPECIALIZATION AND
NATIONAL BOARD OF
TRIAL ADVOCACY



Sincerely,

GODWIN, MORRIS, LAURENZI
& BLOOMFIELD, P.C.

A handwritten signature in blue ink, appearing to read "Deborah Godwin".

DEBORAH GODWIN
ATTORNEY FOR IBEW LOCAL 1288

DG/tn

Enclosure(s)

cc: Mr. Corey Hester
Business Manager
IBEW Local Union 1288

Ms. Jacqueline Jones
Vice President & Chief People Officer
Memphis Light, Gas & Water

Ms. Angela Hewlett
Manager, Human Performance and People Development
Acting Manager, Labor Engagement, Diversity & Inclusion
Memphis Light, Gas & Water

FINAL OFFER

November 1, 2021



ARTICLE 22

Work-Out-of-Classification

The Division shall make temporary assignments according to the requirements of the job and availability of personnel qualified to do the work.

Work-out-of-classification in occupational lines of progression above entry level will be offered to the qualified and available employee who is senior in occupational seniority in the next preceding classification or classifications in the line of progression who is in the crew or on the job site.

Work-out-of-classification in jobs not in occupational lines of progression will be offered to the senior qualified and available employee in the classification or classifications from which an employee will be selected. In these cases classification seniority will be utilized.

When employees are assigned or required to perform work which is not in their job description but which is usually performed by employees in a higher classification, they shall be paid out-of-classification at the appropriate rate.

In connection with the above, any problems which might arise concerning the question of insufficient work shall be dealt with on a case-by-case basis by referral to the Manager of Labor Engagement Diversity & Inclusion and the Union Business Manager or Assistant Business Manager.

Pay for work-out-of-classification shall be as follows:

1. Employees assigned or required to work in a higher classification on a temporary basis for periods in excess of two (2) hours, either continuously or accrued in the regular workday, shall receive premium pay for all time worked in the higher classification as follows:

Grades 1-5.....	\$ 1.00 per hour
Grades 6-9.....	\$ 1.20 per hour
Grades 10 & above	\$ 1.40 per hour
Work in crew leader and supervisory classifications.....	\$ 1.60 per hour

2. It is not the intention of the Division to assign employees to work-out-of-classification in higher classifications to nullify the need to promote employees to these higher classifications.
3. While it is agreed that employees selected to work-out-of-classification must be qualified to perform the job, it is also agreed that the Division will make reasonable efforts to see that senior employees have the opportunity to become qualified to perform in more advanced positions.
4. An employee assigned to work in a lower classification on a temporary basis shall receive his/her regular rate of pay during such assignment if such assignment is for the benefit of the Division. If for the benefit of the employee, he/she shall receive the rate of pay applicable to the classification which is next lower than his/her rate of pay in his/her old classification.
5. An employee assigned to work in an equal classification on a temporary basis shall receive his/her regular rate of pay during such assignment.

6. Temporary assignments may not be rotated for the purpose of depriving temporarily assigned employees of work-out-of-classification pay.

Corey Hester, Business Manager
IBEW Local 1288 Union

Jacqueline Jones, Vice President
Chief Peoples Officer



FINAL OFFER

November 1, 2021

ARTICLE 27

Hours and Overtime

General:

1. **Scheduled Work Week.** A scheduled work week shall consist of five (5) consecutive days when possible, each workday shall normally be eight (8) consecutive hours, exclusive of time allowed for lunch. The work week may be any five (5) days in a calendar week.
2. **Scheduled Days Off.** An employee's two (2) scheduled days off shall be consecutive when possible. For pay purposes, the determination of first and second days off shall depend upon the chronological order of occurrence of the two (2) scheduled days off as they are established within the calendar week, Sunday through Saturday.
3. **Break/Rest Period.** Employees will be granted one(1) paid break or rest period of not more than fifteen (15) minutes in each four (4) hour period of regular or overtime hours worked.
4. **Overtime Limit and Rest Periods.**

- a. **General**

An employee will not normally be required or permitted to work more than sixteen (16) hours, either continuously or cumulatively, in a twenty-four (24) hour period. This twenty-four (24) hour period will begin at the starting time of any work period.

An employee may be released by his/her Supervisor from work for a rest period not otherwise provided for, as need dictates during the employee's regularly scheduled forty (40) hour work week, and shall be paid at his/her straight time rate for such regularly scheduled hours.

- b. **Distribution or Operations Department Construction or Maintenance Crews**

Distribution or Operations Department construction or maintenance crew members (not to include Electric Distribution Department trouble shooters) who have worked sixteen (16) consecutive hours will be granted a ten (10) hour off duty period. When needed, the employee may elect to return after eight (8) hours off duty; however, any remaining time worked within his/her earned rest period will be compensated at a double time rate.

In case of an emergency, an employee may be authorized to continue to work beyond the sixteen (16) hour work period if the employee is physically able and willing to continue a job. However, the additional time after sixteen (16) hours shall not exceed two (2) hours.

All emergency overtime of six (6) hours or longer, cumulative, or continuous in the twelve (12) hours preceding a regular shift, shall be preceded by, or followed by, a continuous ten (10) hour off-duty period. Any hours in the rest period which overlap with the employee's regularly scheduled workday will be compensated at the straight time rate. Paid rest time shall be considered the same as time worked for the purpose of determining when overtime starts in a regularly scheduled workday.

In the event an employee has not completed his/her ten (10) hour rest period, the employee shall not be required to report for his/her next regular work period until the ten (10) hours have elapsed. When needed, the employee may elect to return after eight (8) hours off duty; however, any remaining time worked within his/her earned rest period will be compensated at a double time rate. If there remain four (4) hours or less in the employee's regular work period at the end of the ten (10) hours rest period, the employee shall not be required to report for work unless the emergency still exists. If more than four (4) hours remain in the employee's regular work period at the end of his/her rest period the employee shall report to work.

5. **Overtime Policies and Committees.** Departments/Areas will form committees to develop overtime policies. Upon approval by the appropriate manager, copies will be forwarded to the **Manager of Labor Engagement Diversity & Inclusion** and the Union Business Manager or Assistant Business Manager. Policies may be reviewed annually or upon request by either party. It is understood that nothing contained in these overtime policies will conflict with the Memorandum.
All policies will include provisions for the following:
 1. Overtime hours to be converted to its straight time equivalent
 2. Selection of planned overtime, emergency overtime and stand-by, as applicable
 3. Employee review and/or confirmation of overtime lists prior to printing for distribution.
 4. Overtime hours shall not be zeroed without the agreement of the Manager of Labor Engagement Diversity & Inclusion and the Business Manager of IBEW Local 1288.
 5. Overtime hours declined will only be charged when an employee is contacted and actually declines such overtime.
 6. An employee entering into a department, area or classification will be charged with overtime hours to properly insert him/her into the overtime list. The method used for calculation, shall be to charge the employee with overtime hours in an amount equal to the overtime hours charged against the employee with the highest overtime hours in the appropriate area or classification, plus one hour.
6. **Overtime Lists.** Current overtime lists will be posted on all bulletin boards.
7. **Saturday and Sunday Construction Work.** Construction Work performed on Saturday and Sunday will be kept to a minimum consistent with the requirements of serving the customers. It is not the intent of the Division to perform routine construction on Saturday and Sunday.
8. **Emergency Call-Outs.** The parties agree that those classifications necessary to perform the work shall be called out in emergencies. In distribution, the low crew at the service center where the call originates will be called after 1:30 a.m. Monday through Friday.

Shift Work Schedules:

Employees covered by this section are those employees whose work hours are dictated by a shift work schedule.

1. In departments where prepared, work schedules shall be posted at least one (1) month in advance. The Department Manager and Area Steward shall have a mutually agreed upon schedule for shift work sign up approved initially by the Union Business Manager or Assistant Business Manager and the **Manager of Labor Engagement Diversity & Inclusion**. Any temporary changes to the schedule shall be mutually agreed to by the Department Manager and Area Steward. Any permanent changes to the schedule shall be mutually agreed to by the Union Business Manager or Assistant Business Manager and the Manager of Labor Engagement Diversity & Inclusion.
2. The Division will make all efforts to give a minimum of one (1) week's notice prior to any change in employee's work schedules. Changes made with less than four (4) calendar days notice should not be made to avoid working employees on overtime.
3. No employee should normally be scheduled to work more than eight (8) straight-time hours in any twenty-four (24) hour period but in no case shall an employee be scheduled to work more than eight (8) straight-time hours in any consecutive sixteen (16) hour period.
4. An employee's two (2) scheduled days off shall be consecutive when possible.
5. Although it is recognized that the requirements of shift work may necessitate working more than five (5) straight-time days consecutively, all efforts should be made to avoid such scheduling.

Overtime Payment:

1. Time and one-half for all time worked in excess of eight (8) hours in one day or forty (40) hours in one (1) calendar week.
2. Time worked in excess of sixteen (16) hours in any twenty-four (24) hour period shall be paid at two (2) times the straight-time rate.
3. Whenever an employee is required to work on a holiday, the employee shall be paid two (2) times his/her regular rate of pay for such hours worked.
4. Employees will be eligible for double-time pay on one (1) day per calendar week except as provided for in 2 and 3 above.
 - a. An employee who is normally scheduled off on Sunday will be paid double-time or two (2) times his/her regular straight-time rate for any hours worked on Sunday. Any overtime on another day in the calendar week will be paid at one and one-half times his/her straight-time rate for the hours worked.
 - b. An employee who works on a shift crew in the Electric, Gas or Water Distribution departments will be paid double-time or two (2) times his/her regular straight-time rate for any hours worked on Sunday with the exception of crew(s) whose second day off is Saturday. In such case, the double time day for this crew(s) will be Saturday. Any overtime on another day in the calendar week will be paid at one and one-half times his/her straight-time rate for the hours worked.
 - c. An employee who works a shift with off-days which do not include Sunday will be paid double-time or two (2) times his/her regular straight-time rate for any hours worked on his/her second off-day. Any overtime on another day in the calendar week will be paid at one and one-half times the employee's straight-time rate for the hours worked.
5. Overtime shall be distributed on an equitable basis among the employees of a given classification who normally perform the work in the department affected insofar as possible. Overtime lists will be utilized in making selections for employees to work overtime.
6. There shall be no duplicating or pyramiding of overtime.
7. Employees engaged in emergency storm restoration, at the request of other utility companies outside of Shelby County, will be paid at the rate of time and one-half for all hours except where double time applies.

Show-Up Time:

An employee who reports for work at his/her regularly assigned time and who has not been notified in advance not to report shall be paid a minimum of two hours straight time pay.

Hazard Pay

When there is a declaration of a pandemic, on or after January 1, 2022 and a State of Emergency has been declared by the Governor of the State of Tennessee, Shelby County Mayor and City of Memphis Mayor, and the President/CEO of Memphis Light Gas and Water Division. The MLGW employees shall be compensated at a 2% of their current pay rate while the pandemic exists, not to exceed six (6) months.

Corey Hester, Business Manager
IBEW Local 1288 Union

Jacqueline Jones, VP
Chief People Officer

FINAL OFFER

November 1, 2021



ARTICLE 37

Holidays

The designated paid holidays of the Light, Gas and Water Division are: New Year's Day, Dr. Martin Luther King Jr. Birthday, Good Friday, Dr. Martin Luther King Jr. Memorial Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day, and employee's birthday.

The employee's birthday holiday is accrued each year on his/her birthday and will be taken or sold within twelve months of that date. A birthday holiday not taken or sold within twelve (12) months of accrual will be forfeited by the employee. The birthday holiday will be scheduled in accordance with established vacation scheduling guidelines within each department. The holiday will be taken in eight (8) hour increments.

If work is performed on a holiday, it shall be paid for in accordance with the overtime provisions provided in this Agreement.

With the exception of birthday holidays, pay for holidays worked shall be in accordance with the following:

1. If a holiday set forth above falls on Saturday, those employees scheduled on a Monday through Friday shift shall be granted the preceding Friday as the holiday. If the holiday should fall on Sunday, then those employees on a Monday through Friday shift shall be granted the following Monday as the holiday. For all employees not on a Monday through Friday schedule, the calendar holiday shall be observed.
2. If an employee's regular off-day occurs on a holiday and the employee is not given an additional day off, the employee is entitled to double-time pay for his/her first regular work day, in addition to his/her regular pay for the holiday.
3. Employees will be paid at straight-time rate of pay for holidays not worked during a period of absence because of illness or accident, but such day will not be charged against sick leave.
4. No employee shall be paid overtime for a holiday that occurs during his/her vacation, but shall be entitled to an additional day of vacation in lieu of the holiday. This day should be taken at the beginning or end of the employee's regular vacation.

Corey Hester, Business Manager
IBEW Local 1288 Union

Jacqueline Jones, Vice President
Chief People Officer

FINAL OFFER

November 1, 2021



ARTICLE 40

Meals

When any employee is required by his/her Supervisor to work straight through a regular mealtime and is not allowed time to leave the job to eat, the employee will be provided with a meal at the **Division's expense**, and is not entitled to any additional reimbursement for a meal. This does not apply to shift employees who have reasonable notification of overtime.

An employee who is on overtime and is released from the job long enough to eat is required to provide his/her own meal and is not paid for time off the job to eat. Employees who are on overtime and are required to eat their meals on the job site or who are required to report their location and are routinely subject to call during meal periods shall not be considered released for the purpose of this paragraph.

Employees on overtime will normally be allowed to eat at mealtimes.

When any MLGW employee is required to work during a multi-day event to restore services to Electric Gas, or Water customer and contractors are utilized for the same event, MLGW employees will be provided a meal at the Division expense. One meal per diem will be allowed for every fourteen (14) hours worked.

Corey Hester, Business Manager
IBEW Local 1288 Union

Jacqueline Jones, Vice President
Chief People Officer

FINAL OFFER

November 1, 2021



ARTICLE 41

Shift Differential Pay

An employee who works a straight time shift which starts prior to 6:00 a.m. or which extends beyond 6:00 p.m. will receive shift differential pay as follows:

Any hours worked between the hours of 3:00 p.m. and 11:00 p.m. - 6% of employee's hourly wage or a minimum of \$ 1.00 per hour

Any hours worked between the hours of 11:00 p.m. and 7:00 a.m. - 8% of employee's hourly wage or a minimum of \$ 1.00 per hour

For employees who are eligible for shift differential, the appropriate premium rate shall be applied to overtime worked when the overtime is immediately prior to and/or immediately following the straight time shift on which shift differential is applied. Overtime will be calculated on the straight time rate.

Corey Hester, Business Manager
IBEW Local 1288 Union

Jacqueline Jones, Vice President
Chief Peoples Officer



FINAL OFFER

November 3, 2021

ARTICLE 42

Salary Schedule

BARGAINING UNIT SALARY SCHEDULE (Hourly)

Effective January 1, 2022

We are proposing a 5% pay raise for 2022-2026

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
I					
II					
III					
IV					
V					
VI					
VII					
VIII					
IX					
X					
XI					
XII					
XIII					
XIV					
XV					
XVI					
XVII					
XVIII					
XIX					
XX					
XXI					

Effective January 1, 2023

We are proposing a 3.5% pay raise

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
I					
II					
III					
IV					
V					
VI					
VII					
VIII					
IX					
X					
XI					
XII					
XIII					
XIV					
XV					
XVI					
XVII					
XVIII					
XIX					
XX					
XXI					

Effective January 1, 2024
 We are proposing a 3% pay raise

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
I					
II					
III					
IV					
V					
VI					
VII					
VIII					
IX					
X					
XI					
XII					
XIII					
XIV					
XV					
XVI					
XVII					
XVIII					
XIX					
XX					
XXI					

Effective January 1, 2025
 We are proposing a 3% pay raise

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
I					
II					
III					
IV					
V					
VI					
VII					
VIII					
IX					
X					
XI					
XII					
XIII					
XIV					
XV					
XVI					
XVII					
XVIII					
XIX					
XX					
XXI					

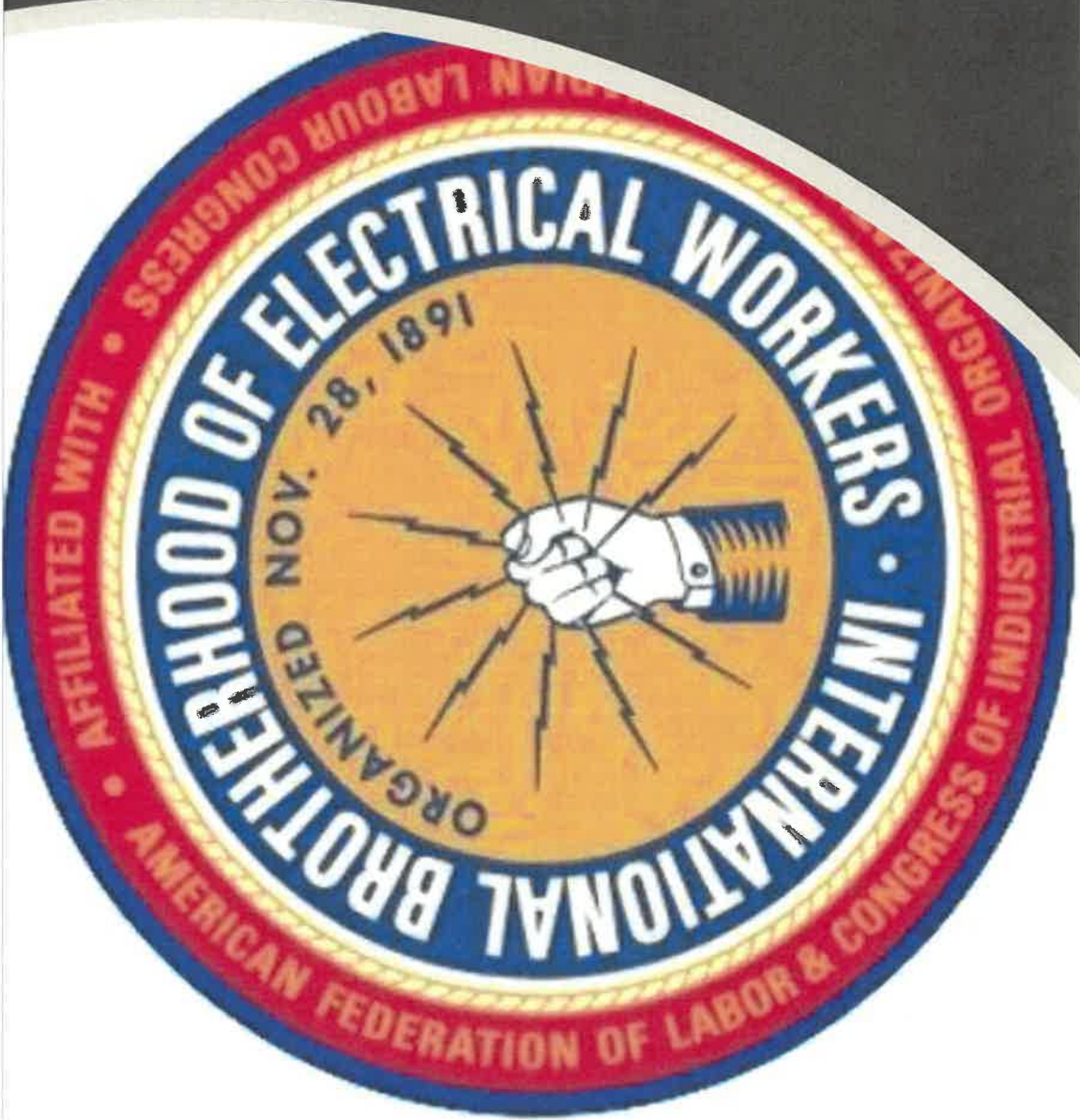
- Minimum time interval between Steps within Grades is one (1) year, with the following exceptions:
- A. In Grades 1 and 2 the minimum time interval between all Steps is six (6) months.
 - B. The minimum time interval between Steps 1 and 2 of all Grades is six (6) months.
 - C. The minimum time interval for a Utility Worker I to advance to a Utility Worker II is normally 12 months.
 - D. Any employee who receives a promotion shall not receive a decrease in pay.
 - E. Any employee who makes a lateral move/transfer shall not receive a decrease in pay.
- For a complete listing of all positions to be discussed for upgrades, please see the Union proposal for upgrades final offer.
 Management agrees to settle grievance# 34678 with full back pay for five (5) employees involved in the position.

Corey Hester, Business Manager
IBEW Local 1288 Union

Jacqueline Jones, Vice President
Chief People Officer

Additionally the Union is proposing the following upgrades, wage increases in the bargaining unit positions

Job Code	Area Number	Classification	Current Grade	Proposed Grade
WW937	VARIOUS	C/L Utility Services	12	13
AA447	VARIOUS	C/L Mechanic	12	13
AA444	VARIOUS	Mechanic	11	12
AA955	360313	Heavy Equipment Operator	11	12
AA376	360313	Apprentice Hvy. Equip. Op.	8	9
CS155	VARIOUS	Lead Customer Service Tech	13	14 (ADD TO LOP)
CS152	VARIOUS	Customer Service Tech 3	12	13
RR145	700110	Customer Service Dispatch	10	11
GG754	701350	Gas Meter Finisher	6	7
GG757	701350	Gas Meter Shop Worker	6	7
GG772	VARIOUS	C/L Gas Service Construction/Maintenance	13	14
EE530	511220	C/L Electronics Tech	15	16
EE 550	511220	C/L Telecommunications	14	16
EE 469	511230	C/L Sustations Electrician	13	15
EE 471	511240	C/L Circuit Breaker Electrician	13	15
EE 523	511240	C/L Test Technician	13	15
EE589	551920	C/L Cable Splicer	16	18
	551920	Leadman Cable Splicer	15	16
EE591	551920	Cable Splicer	14	15
EE555	551920	C/L Operator	12	13
EE541	VARIOUS	C/L Lineman	16	18
EE594	552150	TSCS	16-4	18-4
EE575	552150	Troubleshooter	15	17
	VARIOUS	Leadman Lineman	15	16
EE540	VARIOUS	Lineman	14	15
		Business Manager	20	21



IBEW Impasse Committee Presentation

2022 - 2026

Plan to seek adjustments to contract and salary approval limits in order to improve efficiencies, generate contract savings and to be more competitive in attracting and retaining talent.

Wage Increase Changes from Originally Proposed Budget

Increased the wage placeholder from 3.5% to 5.0% to reflect both wage proposals from the last and final offers for the 2022 year.

Category (\$ in Thousands)	Electric	Gas	Water	Total
Operating Revenue	\$0	\$0	\$0	\$0
Purchased Power and Gas	\$0	\$0	\$0	\$0
O&M Expense	\$1,090	\$512	\$409	\$2,010
Depreciation & Amortization	\$0	\$0	\$0	\$0
PILOT & Taxes	\$0	\$0	\$0	\$0
Total Operating Expense	\$1,090	\$512	\$409	\$2,010
Total Capital Expenditures	\$513	\$123	\$91	\$727
Total Operating & Capital Budgets	\$1,603	\$635	\$500	\$2,737
Change in Net Position	(\$1,090)	(\$526)	(\$409)	(\$2,025)

* The wage increase does decrease net "Gas Other Income - Gas Yard Service" by \$14 which is not displayed in above table.



IBEW & MLGW Articles In Common

- Article 22 Work-Out-of-Classification
- Article 27 Hours and Overtime
- Article 40 Meals
- Article 41 Shift Differential Pay

Article 22 Work out of Classification

Current

- Employees assigned or required to work in a higher classification on a temporary basis for periods in excess of two (2) hours, either continuously or accrued in the regular workday, shall receive premium pay for all time worked in the higher classification as follows:
 - Grades 1-5.....\$.75 per hour
 - Grades 6-9.....\$.85 per hour
 - Grades 10 & above.....\$.95 per hour
 - Work in crew leader\$ 1.20 per hour
 - and supervisory classification

Agreed changes

- Employees assigned or required to work in a higher classification on a temporary basis for periods in excess of two (2) hours, either continuously or accrued in the regular workday, shall receive premium pay for all time worked in the higher classification as follows:
 - Grades 1-5.....\$ 1.00 per hour
 - Grades 6-9.....\$ 1.20 per hour
 - Grades 10 & above.....\$ 1.40 per hour
 - Work in crew leader\$ 1.60 per hour
 - and supervisory classification

Article 27 Hours and Overtime

- **Adding Language**
- Employees engaged in emergency storm restoration, at the request of other Utility companies outside of Shelby County, will be paid at the rate of time and one-half for all hours except where double time applies.
- **Hazard Pay**
- When there is a declaration of a pandemic, on or after January 1, 2022, and a State of Emergency has been declared by the Governor of the State of Tennessee, Shelby County Mayor, City of Memphis Mayor and the President/CEO of Memphis Light, Gas and Water Division, the MLGW employees shall be compensated at 2% of their current rate of pay while the pandemic exists, not to exceed six (6) months from the initial date of declaration
- **Justification for MLGW Employees**
- **Union Electric dba Ameren Missouri**
- **Ameren Corporation**
- **Mutual Aid ---** All hours worked shall be paid at Double time (2x) outside Property

Article 27 Hours and Overtime

- **Outside Physical Worker**
- **St. Louis Mo.**
- Mutual Aid --- Double Time (2x) for restoration work outside of Ameren
- Ameren North
- Mutual Aid--- Double Time (2x) for work outside of property
- **City of Hannibal**
- **Board of Public Works**
- Mutual Aid --- Double Time of work at other Utilities Companies
- **City of Independence**
- **Power & Light Department**
- Storm pay ---time and one-half for all hours worked in restoration

Article 27 Hours and Overtime

- Sevier County Electric System
- Municipal Owned
- Mutual Aid----- Double Time for working for other Utilities
- Tennessee Statewide Agreement for Linemans
- Employees shall be paid time and one-half time (1.1/2) their regular rate of pay for all hours worked until the outage is corrected.
- All other crews who are required to travel from their normal property to assist another customer, or customers property to perform outage work will be paid time and one-half (1.1/2) for all hours worked, including travel.
- All storm work shall be paid at one- and one-half-time rate of pay.

Article 40 Meals

- Nashville Electric Services
- One meal allowance when extend for eight hours and two meals allowance when the work extends to 16 hours
- Asplundh Tree Expert, LLC with MLGW
- Pay each employee \$80.00 per for meals.

Article 41 Shift Differential Pay

- Tennessee Statewide Agreement for Linemans
- The hours of 4:30 p.m. -- 12:30 a.m. for the second shift shall receive the pay at the regular hourly rate plus 10%
- The hours of 12:30 a.m. -- 8:00 a.m. for the third shift shall receive the pay at the regular hourly rate plus 15%

IBEW & MLGW Articles In Dispute

- Article 37 Holidays
- Article 42 Salary Schedule

Article 37 Holidays

- Add Juneteenth as recognized MLGW holiday

ARTICLE 37

Holidays

The designated paid holidays of the Light, Gas and Water Division are: New Year's Day, Dr. Martin Luther King Jr. Birthday, Good Friday, Dr. Martin Luther King Jr. Memorial Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and employee's birthday.

The employee's birthday holiday is accrued each year on his/her birthday and will be taken or sold within twelve months of that date. A birthday holiday not taken or sold within twelve (12) months of accrual will be forfeited by the employee. The birthday holiday will be scheduled in accordance with established vacation scheduling guidelines within each department. The holiday will be taken in eight (8) hour increments.

If work is performed on a holiday, it shall be paid for in accordance with the overtime provisions provided in this Agreement.

With the exception of birthday holidays, pay for holidays worked shall be in accordance with the following:

1. If a holiday set forth above falls on Saturday, those employees scheduled on a Monday through Friday shift shall be granted the preceding Friday as the holiday. If the holiday should fall on Sunday, then those employees on a Monday through Friday shift shall be granted the following Monday as the holiday. For all employees not on a Monday through Friday schedule, the calendar holiday shall be observed.
2. If an employee's regular off-day occurs on a holiday and the employee is not given an additional day off, the employee is entitled to double-time pay for his/her first regular work day, in addition to his/her regular pay for the holiday.
3. Employees will be paid at straight-time rate of pay for holidays not worked during a period of absence because of illness or accident, but such day will not be charged against sick leave.
4. No employees shall be paid overtime for a holiday that occurs during his/her vacation, but shall be entitled to an additional day of vacation in lieu of the holiday. This day should be taken at the beginning or end of the employee's regular vacation.

MLGW FEDERAL HOLIDAYS

NEW YEAR'S DAY	FRIDAY, JANUARY 1, 2021
MARTIN LUTHER KING, JR. HOLIDAY	MONDAY, JANUARY 18, 2021
GOOD FRIDAY	FRIDAY, APRIL 2, 2021
MARTIN LUTHER KING, JR. MEMORIAL	MONDAY, APRIL 5, 2021
MEMORIAL DAY	MONDAY, MAY 31, 2021
INDEPENDENCE DAY	MONDAY, JULY 5, 2021
LABOR DAY	MONDAY, SEPTEMBER 6, 2021
VETERAN'S DAY	THURSDAY, NOVEMBER 11, 2021
THANKSGIVING	THURSDAY, NOVEMBER 25, 2021
DAY AFTER THANKSGIVING	FRIDAY, NOVEMBER 26, 2021
CHRISTMAS EVE	THURSDAY, DECEMBER 23, 2021
CHRISTMAS DAY (OBSERVED)	FRIDAY, DECEMBER 24, 2021

TOTAL FEDERAL HOLIDAY COUNT: 12

IBEW PROPOSES TO ADD JUNETEENTH HOLIDAY



JIM STRICKLAND
MAYOR

DIVISION OF HUMAN RESOURCES

HR Memorandum: Employee eligibility for City Holidays, January 1, 2019 - December 25, 2019
To: City of Memphis Employees
From: Alex Smith, Chief Human Resources Officer

New Year's Day	Tuesday, January 1, 2019
Martin Luther King, Jr. Birthday	Monday, January 21, 2019
Presidents' Day	Monday, February 18, 2019
Good Friday	Friday, April 19, 2019
Martin Luther King, Jr. Memorial	Thursday, April 4, 2019
Memorial Day	Monday, May 27, 2019
Independence Day	Thursday, July 4, 2019
Labor Day	Monday, September 2, 2019
Veterans' Day (Observed)	Monday, November 11, 2019
Thanksgiving	Thursday, November 28, 2019
Day after Thanksgiving	Friday, November 29, 2019
Christmas Eve	Tuesday, December 24, 2019
Christmas Day	Wednesday, December 25, 2019

Employees who are asked to work on any of the dates listed above will be notified by their supervisor as far in advance as possible so that they may plan accordingly.



13 HOLIDAYS SET FOR SHELBY COUNTY GOVERNMENT IN 2021

4/6/2021 12:28:00 - 5:56PM

The Shelby County Commissioners' Court on Wednesday morning approved the new official holiday schedule for 2021.

The holidays for next year include 13 days of paid holidays with one day each for holidays on through Veterans Day and then allowing two holidays for Thanksgiving Thanksgiving day on Nov. 25 and the Friday after on Nov. 26.

For the Christmas holidays, county employees were have both Thursday and Friday 23 and 24 as holidays. Christmas next year falls on Saturday.

Approved Shelby County government holidays for 2021 are:

January 1, 2021 (Friday) - New Year's Day

January 18, 2021 (Monday) - Martin Luther King Jr. Day

February 15, 2021 (Monday) - Presidents' Day

April 2, 2021 (Friday) - Good Friday

May 31, 2021 (Monday) - Memorial Day

July 5, 2021 (Monday) - Independence Day

September 6, 2021 (Monday) Labor Day

October 11, 2021 (Monday) Columbus Day

November 11, 2021 (Thursday) Veterans Day

November 25, 2021 (Thursday) November 26, 2021 (Friday) Thanksgiving Holidays

December 23, 24, 2021 (Thursday, Friday) Christmas Holidays

NEWS CENTER NEWS JOAQUIN NEWS SHELBYVILLE NEWS TENNVA NEWS TIMPE

SHELBY COUNTY COMMISSIONERS' HOLIDAYS 2021 SHELBY COUNTY

COURT HOLIDAYS HOLIDAYS

4/6/2021

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State Holidays

About State Office Holiday Hours

When a holiday falls on Saturday, the Friday before the holiday is substituted. When the holiday falls on Sunday, the Monday following the holiday is substituted.

Tennessee State Government Holiday Office Closures

2021 State Holidays

- Friday, January 1 – New Year's Day
- Monday, January 18 – Martin Luther King Day
- Monday, February 15 – Presidents' Day
- Friday, April 2 – Good Friday
- Monday, May 31 – Memorial Day
- Monday, July 5 – Independence Day
- Monday, September 6 – Labor Day
- Thursday, November 11 – Veterans Day
- Thursday, November 25 and Friday, November 26 – Thanksgiving*
- Thursday, December 23 and Friday, December 24 – Christmas**
- Friday, December 31 – New Year's Eve (state offices will also be closed for New Year's Day on Monday, January 3, 2022)

*Pursuant to Tennessee Code Annotated, Section 4-4-105(e)(3), the Governor has designated that the Columbus Day holiday shall be substituted for the Friday after Thanksgiving.

**The Governor has approved an additional day of closure on Christmas Eve to observe the holiday.

Article 42 Salary Schedule

- **Proposed Pay Wages Increases**

- 2022 5 %
- 2023 3.5 %
- 2024 3.5 %
- 2025 3.5 %

Article 42 Salary Schedule

- Union Electric dba Ameren Missouri
- Ameren Corporation Jefferson City Mo.
- Journeyman Lineman
- Substation Electrician
- Mechanic
- Meter Technician
- Relay & Test
- Storeroom

\$47.89
\$52.23
\$46.03
\$46.86
\$53.89
\$37.13

Article 42 Salary Schedule

- **Union Electric**
- **Outside Physical Workers**
- Journeyman Lineman
- Lead Substation Electrician
- C/L Substation Electrician
- Meter man
- Trouble man
- Storeroom
- Expiration Date of contract 12/31/2022

\$47.89
\$48.74
\$50.53
\$45.04
\$49.15
\$40.14

Article 42 Salary Schedule

- Ameren Illinois Company Illi.
- Journeyman Lineman
- Substation Electrician
- Gas Utilityman
- Gas Control Tech
- Relay & Test
- Storeroom

\$47.54
\$47.39
\$42.99
\$52.14
\$52.14
\$38.18

Article 42 Salary Schedule

- **Great Rivers Division**
- Journeyman Lineman
- Substation Lineman
- Gas Utility
- Relay & Test
- Storeroom
- **City of Kirkwood**
- **Municipal Owned**
- Lineman
- Meter Reader
- Meter Tester
- C/L Lineman

\$47.54
47.39
42.99
52.14
42.48

\$51.91
40.09
43.73
55.37

Article 42 Salary Schedule

- **City of Independence**
- **Power and Light Department**
- Journeyman Lineman
- Meter Reader
- Auto Mechanic
- Clerk
- Customer Serviceman
- Service Locator
- System Operator/Dispatcher
- **City of Poplar Bluff**
- **Water and Sewer Distribution**

\$49.14
\$36.99
\$49.14
\$40.87
\$43.48
\$42.62
\$47.16

Article 42 Salary Schedule

- **Pay Wages Increases**
- 2021 5%
- 2022 5%
- 2023 5%
- 2024 5%
- 2025 5%

- **Knoxville Utilities Board**
- **Municipal Owned**
- Journeyman Lineman
- Trouble man
- C/L Lineman

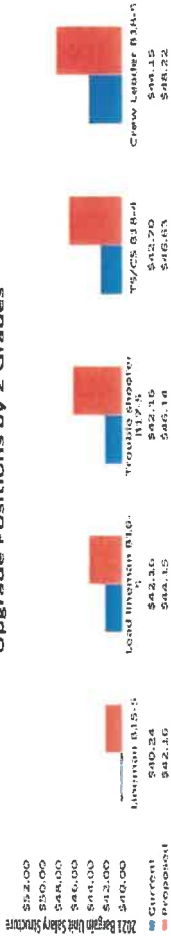
\$42.89
\$46.56
\$48.95

Additionally the Union is proposing the following upgrades, wage increases in the bargaining unit positions				
Job Code	Area Number	Classification	Current Grade	Proposed Grade
WW937	VARIOUS	C/L Utility Services	12	13
AA447	VARIOUS	C/L Mechanic	12	13
AA444	VARIOUS	Mechanic	11	12
AA955	360313	Heavy Equipment Operator	11	12
AA376	360313	Apprentice Hvy. Equip. Op.	8	9
CS155	VARIOUS	Lead Customer Service Tech	13	14 (ADD TO LOP)
CS152	VARIOUS	Customer Service Tech 3	12	13
RR145	700110	Customer Service Dispatch	10	11
GG754	701350	Gas Meter Finisher	6	7
GG757	701350	Gas Meter Shop Worker	6	7
GG772	VARIOUS	C/L Gas Service Construction/Maintenance	13	14
EE530	511220	C/L Electronics Tech	15	16
EE 550	511220	C/L Telecommunications	14	16
EE 469	511230	C/L Substations Electrician	13	15
EE 471	511240	C/L Circuit Breaker Electrician	13	15
EE 523	511240	C/L Test Technician	13	15
EE589	551920	C/L Cable Splicer	16	18
	551920	Leadman Cable Splicer	15	16
EE591	551920	Cable Splicer	14	15
EE555	551920	C/L Operator	12	13
EE541	VARIOUS	C/L Lineman	16	18
EE594	552150	TSCS	16-4	18-4
EE575	552150	Troubleshooter	15	17
	VARIOUS	Leadman Lineman	15	16
	VARIOUS	Lineman	14	15
EE540		Business Manager	20	21

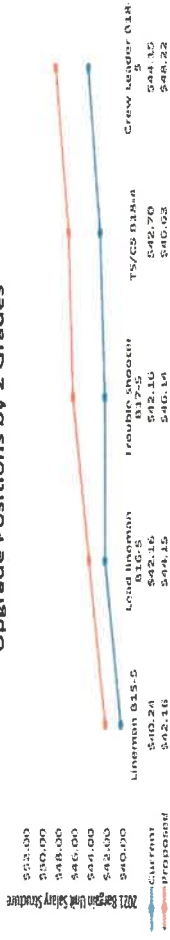
Upgrades proposed by Manager of Electric Distribution

Current	Proposed	Lineman B15-5	Lead lineman B16-5	Trouble shooter B17-5	TS/CS B18-4	Crew Leader B18-5
\$40,24	\$42,16	\$42,16	\$44,15	\$42,16	\$42,70	\$44,15
\$42,16	\$44,15	\$44,15	\$46,14	\$46,14	\$48,12	\$48,12

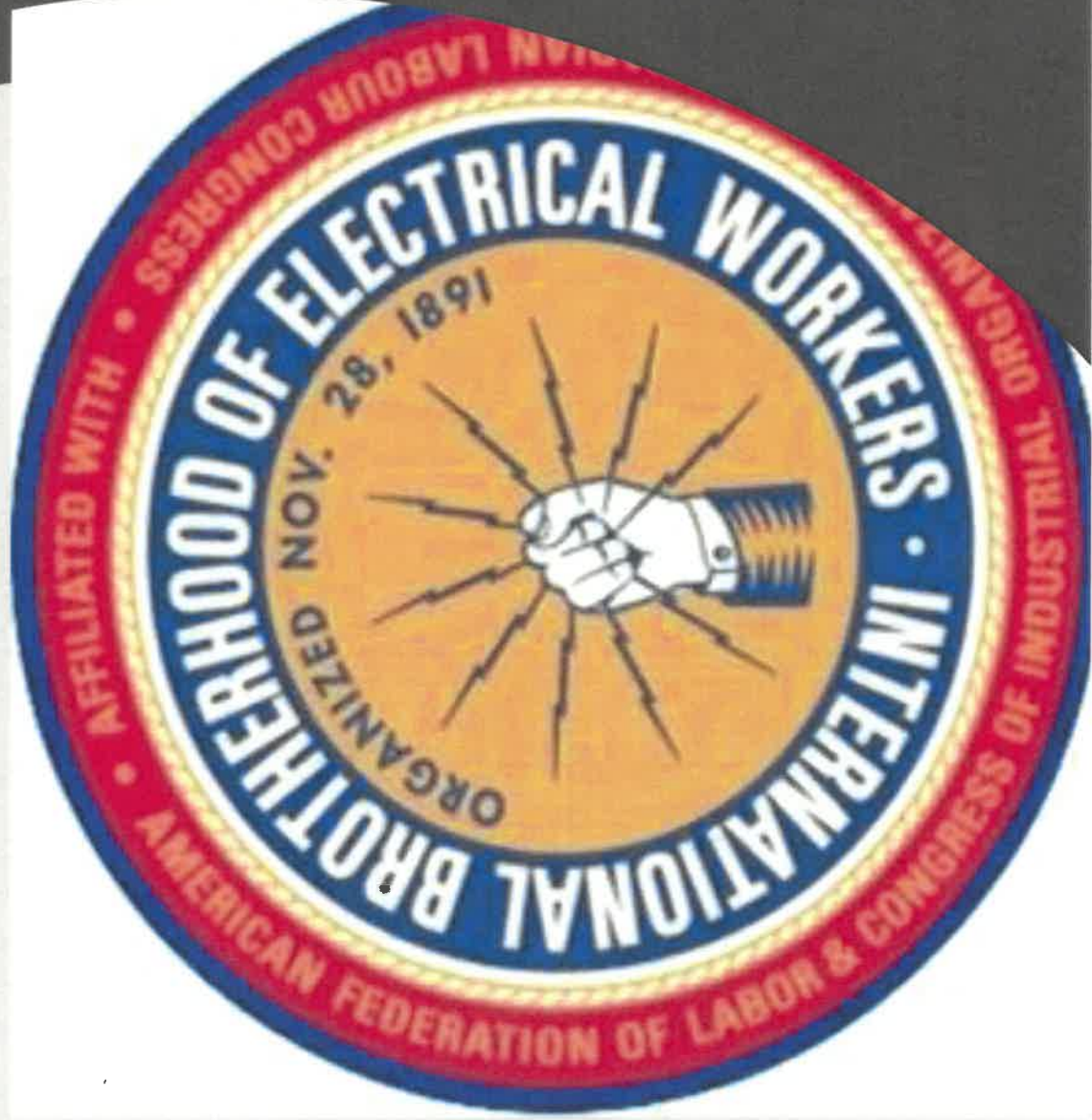
Upgrade Positions by 2 Grades



Upgrade Positions by 2 Grades



Open Floor
for any
questions
Thank you



City of Memphis



VICE CHAIRWOMAN JAMITA SWEARENGEN
MEMPHIS CITY COUNCIL
DISTRICT 4

TENNESSEE

December 1, 2021

To: All Council Members

From: Councilwoman Jamita Swearengen, MLGW Impasse Committee Chairwoman
Councilman J. Ford Canale, Committee Member
Councilwoman Michalyn Easter-Thomas, Committee Member

Re: MLGW Impasse Committee Recommendation

As required by City Ordinance No. 4245, Section 2-257, the MLGW Impasse Committee met on November 29, 2021 and voted in favor of IBEW's last and best offer with respect to the following items at impasse:

- Article 22 – Work-Out-of-Classification
- Article 27 – Hours and Overtime
- Article 37 – Holidays
- Article 40 – Meals
- Article 41 – Shift Differential Pay
- Article 42 – Salary Schedule, and
- Bargaining Unit Classification Upgrades

Pursuant to the ordinance, this recommendation in favor of IBEW's package becomes final unless vetoed by a majority of the membership at one of the next two regularly scheduled Council meetings (December 7 or December 21). If the City Council decides to make a committee report an agenda item, the parties shall be given at least 48 hours' notice.

Sincerely,

A handwritten signature in cursive script that reads 'Jamita Swearengen'.

Councilwoman Jamita Swearengen
MLGW Impasse Committee Chairwoman

Cc: J.T. Young, President and CEO, MLGW
Angela Hewlett, Manager, Human Performance and People Development
Acting Manager, Labor Engagement, Diversity and Inclusion
Corey Hester, Business Manager, IBEW
Deborah Godwin, Esq., Attorney for IBEW

MLGW/IBEW Local 1288 Negotiations for 2022-2025										
Item	Year	Union Information			MLGW Information			Comparison		
		Last Offer	Annual Cost	Cumulative Cost	Last Offer	Annual Cost	Cumulative Cost	Annual Cost Difference	Cumulative Cost Difference	
Wage Increases:										
	2022	5.0%	\$ 5,811,740	\$ 5,811,740	5.0%	\$ 5,811,740	\$ 5,811,740	\$ -	\$ -	
	2023	3.5%	\$ 4,269,791	\$ 10,081,531	3.5%	\$ 4,269,791	\$ 10,081,531	\$ -	\$ -	
	2024	3.5%	\$ 4,419,234	\$ 14,500,766	Reopener		\$ 10,081,531	TBD	TBD	
	2025	3.5%	\$ 4,573,907	\$ 19,074,673	Reopener		\$ 10,081,531	TBD	TBD	
Holiday (Juneteenth):										
	2022	Add Additional Holiday	\$ 782,394	\$ 782,394	Trade Holiday	\$ -	\$ -	\$ 782,394	\$ 782,394	
	2023	Add Additional Holiday	\$ 782,394	\$ 1,564,788	Trade Holiday	\$ -	\$ -	\$ 782,394	\$ 1,564,788	
	2024	Add Additional Holiday	\$ 782,394	\$ 2,347,182	Trade Holiday	\$ -	\$ -	\$ 782,394	\$ 2,347,182	
	2025	Add Additional Holiday	\$ 782,394	\$ 3,129,576	Trade Holiday	\$ -	\$ -	\$ 782,394	\$ 3,129,576	
Job Upgrades:										
	2022	409 Positions	\$ 1,900,000	\$ 1,900,000	122 Positions	\$ 262,000	\$ 262,000	\$ 1,638,000	\$ 1,638,000	
	2023	409 Positions	\$ 1,966,500	\$ 3,866,500	122 Positions	\$ 271,170	\$ 533,170	\$ 1,695,330	\$ 3,333,330	
	2024	409 Positions	\$ 2,035,328	\$ 5,901,828	122 Positions	\$ 280,661	\$ 813,831	\$ 1,754,667	\$ 5,087,997	
	2025	409 Positions	\$ 2,106,564	\$ 8,008,391	122 Positions	\$ 290,484	\$ 1,104,315	\$ 1,816,080	\$ 6,904,076	
Grievance Settlement (Backpay):										
	2022	5 Positions	\$ 69,004	\$ 69,004		\$ -	\$ -	\$ 69,004	\$ 69,004	
	2023		\$ -	\$ 69,004		\$ -	\$ -	\$ -	\$ 69,004	
	2024		\$ -	\$ 69,004		\$ -	\$ -	\$ -	\$ 69,004	
	2025		\$ -	\$ 69,004		\$ -	\$ -	\$ -	\$ 69,004	
	Total Cumulative Cost Difference:								\$	10,102,656
Note:										
The IBEW Information presented at the Impasse Committee meeting had conflicting information regarding the wage increase % in 2024 and 2025.										



VICE CHAIRWOMAN JAMITA SWEARENGEN
MEMPHIS CITY COUNCIL
DISTRICT 4

December 1, 2021

Ms. Angela R. Hewlett
Manager, Human Performance and People Development
Acting Manager, Labor Engagement, Diversity and Inclusion
Memphis, Light, Gas, and Water
4949 Raleigh LaGrange Road
Memphis, TN 38128

Mr. Corey Hester
Business Manager, International Brotherhood of Electrical Workers, Local 1288 Union
4000 Clearpool Circle
Memphis, TN 38118

Ms. Deborah Godwin, Esq.
Godwin, Morris, Laurenzi & Bloomfield, P.C.
50 N. Front Street, Suite 800
Memphis, TN 38103

Dear Ms. Hewlett, Mr. Hester, and Attorney Godwin:

Pursuant to Ordinance No. 4245, this letter is to inform you that the Memphis, Light, Gas, and Water Impasse will be heard during the City Council Regular Meeting on **Tuesday, December 7, 2021**. A Council Member has requested that a motion to veto be added to the December 7, 2021 Agenda at which time the parties may make their presentations to the Council, unless by Council Rules the motion is deferred to the December 21, 2021, Council Meeting. This notice serves as the 48-hour notice required by Impasse Ordinance.

Sincerely,

A handwritten signature in cursive script that reads "Jamita Swearengen".

Councilwoman Jamita Swearengen
MLGW Impasse Committee Chairwoman

Cc: Councilwoman Michalyn Easter-Thomas
Councilman J. Ford Canale
J.T. Young, President and CEO, MLGW



IBEW Impasse Committee Presentation

2022 - 2026

Plan to seek adjustments to contract and salary approval limits in order to improve efficiencies, generate contract savings and to be more competitive in attracting and retaining talent.

Wage Increase Changes from Originally Proposed Budget

Increased the wage placeholder from 3.5% to 5.0% to reflect both wage proposals from the last and final offers for the 2022 year.

Category (\$ in Thousands)	Electric	Gas	Water	Total
Operating Revenue	\$0	\$0	\$0	\$0
Purchased Power and Gas	\$0	\$0	\$0	\$0
O&M Expense	\$1,090	\$512	\$409	\$2,010
Depreciation & Amortization	\$0	\$0	\$0	\$0
PILOT & Taxes	\$0	\$0	\$0	\$0
Total Operating Expense	\$1,090	\$512	\$409	\$2,010
Total Capital Expenditures	\$513	\$123	\$91	\$727
Total Operating & Capital Budgets	\$1,603	\$635	\$500	\$2,737
Change in Net Position	(\$1,090)	(\$526)	(\$409)	(\$2,025)

* The wage increase does decrease net "Gas Other Income – Gas Yard Service" by \$14 which is not displayed in above table.



IBEW & MLGW Articles In Common

- Article 22 Work-Out-of-Classification
- Article 27 Hours and Overtime
- Article 40 Meals
- Article 41 Shift Differential Pay

IBEW & MLGW Articles In Dispute

- Article 37 Holidays

- Add Juneteenth as recognized MLGW holiday

- Article 42 Salary Schedule

- Proposed Pay Wages Increases

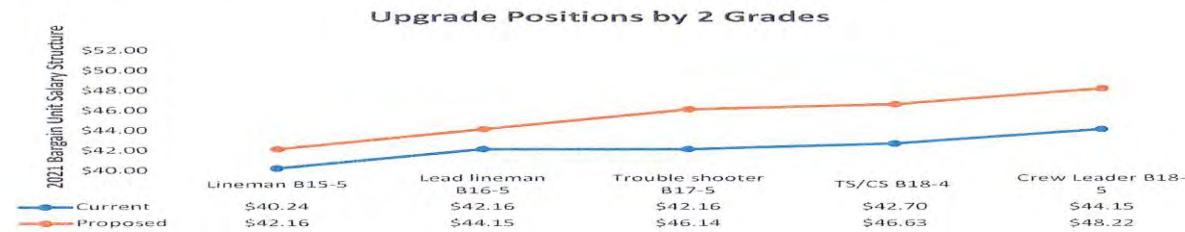
• 2022	5 %
• 2023	3.5 %
• 2024	3.5 %
• 2025	3.5 %

Additionally the Union is proposing the following upgrades, wage increases in the bargaining unit positions

Job Code	Area Number	Classification	Current Grade	Proposed Grade
WW937	VARIOUS	C/L Utility Services	12	13
AA447	VARIOUS	C/L Mechanic	12	13
AA444	VARIOUS	Mechanic	11	12
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EE575	552150	Troubleshooter	15	17
	VARIOUS	Leadman Lineman	15	16
EE540	VARIOUS	Lineman	14	15
		Business Manager	20	21

Upgrades proposed by Manager of Electric Distribution

	Lineman B15-5	Lead lineman B16-5	Trouble shooter B17-5	TS/CS B18-4	Crew Leader B18-5
Current	\$40.24	\$42.16	\$42.16	\$42.70	\$44.15
Proposed	\$42.16	\$44.15	\$46.14	\$46.63	\$48.22



Article 42 Salary Schedule

- IBEW and MLGW has negotiated multi-year contracts since 1970 to present to include wages for each year.
- This has shown to be an effective tool from 2005 to 2006 under newly appointed MLGW President Joseph Lee. President Lee did not want to negotiate a new contract while building his new administrative staff.
- Former President Joseph Lee negotiated a four-year contract with wages with IBEW for the contract year of 2006 - 2010.



Open Floor
for any
questions
Thank you