

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**

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# **MLGW REPRESENTATIVE**

DocuSigned by:

*Jacqueline Jones*

52E9DC0133D2497...

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

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**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.

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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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**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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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  
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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.

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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.

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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.

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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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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.

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**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.

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**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.

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**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.

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## 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.

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**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	

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# 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.

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Corey Hester, Business Manager  
IBEW Local 1288 Union

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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.

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Corey Hester, Business Manager  
IBEW Local 1288 Union

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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.

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Corey Hester, Business Manager  
IBEW Local 1288 Union

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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.**

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Corey Hester, Business Manager  
IBEW Local 1288 Union

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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.

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Corey Hester, Business Manager  
IBEW Local 1288 Union

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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.

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Corey Hester, Business Manager  
IBEW Local 1288 Union

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Jacqueline Jones, Vice President  
Chief People Officer

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

<b>Job Code</b>	<b>Area Number</b>	<b>Classification</b>	<b>Current Grade</b>	<b>Proposed Grade</b>
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