

**MEMORANDUM OF UNDERSTANDING**

**between**

**CITY OF MEMPHIS**

**and**

**AMERICAN FEDERATION OF STATE,**

**COUNTY AND MUNICIPAL**

**EMPLOYEES**

**AFL-CIO, LOCAL 1733**



**Secretary B and C  
and  
General Clerk A and B**

**Effective  
July 1, 2011  
Through  
June 30, 2013**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble	3
1	Recognition	3
2	Management Rights	4
3	General Provisions	5
4	Union Stewards and Union Representation	6
5	Grievance and Arbitration Procedure	7
6	Arbitration Procedures	10
7	Discipline and Discharge	12
8	Major Infractions	14
9	Holidays	15
10	Vacations	16
11	Sick Leave	18
12	Employee Assistance Program	21
13	Leaves of Absence	22
14	Death in Family	25
15	Death of an Employee	27
16	Hours of Work	27
17	Reporting, Call Back and Standby Pay	28
18	Health, Safety and Sanitary Conditions	28
19	Communicable Disease	29
20	On the Job Injury	30
21	Bulletin Boards	31
22	Shift Preferences	31
23	Shift Differential	31
24	Overtime	32
25	Seniority	32
26	Insurance	36
27	Health Care Plans	37
28	Contracting and Subcontracting	38
29	Training	38
30	Payroll Deductions of Union Dues	39
	Authorization For Payroll Deduction	
31	No Strike	41
32	Savings Clause	41
33	Notice	42
34	Job Classification	42
35	Retirement	43
36	Wages	43
37	Longevity Pay Schedule	44
38	Term of Agreement	44
	Signature Page	46

## **PREAMBLE**

This agreement is entered into by the City of Memphis, Tennessee, hereinafter referred to as the City or Employer, and Local 1733, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

It is the purpose of this Memorandum of Understanding to promote harmonious relations, cooperation, and understanding between the City, the Union and the employees covered hereby, to insure the well-being of said employees and the efficient and economical operation of the service center in which they are employed, to establish and maintain a basic understanding relative to personnel policies, practices, and procedures involving wages, hours, and other conditions of employment, and to provide a means for amicable discussion and adjustment of matters of mutual interest.

## **ARTICLE 1 RECOGNITION**

The City of Memphis recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, Local 1733, as the sole and exclusive bargaining agent for a unit comprised of all regular full-time City of Memphis employees in classifications Secretary B and C (\*excluding all Secretary B's in Human Resources) and General Clerks A and B (\*excluding General Clerk A, Human Resources Administration) for the purpose of negotiating wages, hours, and other conditions of employment to the full extent provided by the applicable laws of the City of Memphis, the State of Tennessee and the City Council Labor Policy.

The City grants exclusive recognition to the Union in accordance with the City Council Labor Policy which provides that no other labor organization shall be

recognized unless they are designated by a majority of the non-supervisory employees of the appropriate unit.

The term appropriate bargaining unit as used in this article refers to the following categories of employment:

**General Clerks/Secretaries**  
Police Services  
Public Works  
Housing & Community Development  
Fire Services  
Human Resources\*  
Park Services  
General Services  
Public Services  
Finance  
Engineering

For purposes of definition, "Supervisor" shall mean those who have Authority to hire, fire, discipline, promote, transfer, assign, or to effectively recommend such action.

## **ARTICLE 2 MANAGEMENT RIGHTS**

**Section 1.** The City of Memphis has the exclusive right to determine the purpose of each of its agencies and to set the standards of services to be offered to its citizens. It is also the right of the City to direct its employees, to hire, promote, demote, transfer, assign or retain employees in positions within an agency or department, and to establish reasonable work rules which do not conflict with this agreement, however, any work rule change that affects an established system shall be discussed with the Union in advance of change.

The City has the right to suspend, discharge or take other disciplinary action against its employees for just cause and in accordance with the provisions of the

Memorandum of Understanding, and to relieve its employees from duty in the event of lack of work, funds, or other legitimate reasons provided, however, that nothing contained in this article shall be deemed to deny the rights of any employee to submit a grievance concerning the application or interpretation of the terms of this Memorandum of Understanding or a claimed violation, misinterpretation, or misapplication of the rules or regulations of the City affecting the terms and conditions of employment.

All rights and duties of both parties are specifically expressed in this Memorandum of Understanding and each of the parties reserves to itself the rights and privileges otherwise accorded it whether by Charter, statute, or common law with respect to any matter not expressly covered by this Memorandum of Understanding.

### **ARTICLE 3 GENERAL PROVISIONS**

Both the Union and the City agree that there shall be no discrimination against any employee, or discharge of any employee, because of present or subsequent Union activities, including the utilization of the grievance procedure outlined herein. Both agree that there shall be no discrimination against any City employee because of age, sex, marital status, race, religion, national origin, disability or political affiliation, or union non-membership. Furthermore, both the Union and the City agree that sexual harassment will not be tolerated nor any other form of harassment toward any City employee. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when an employee's submission is a term or condition of the job, or affects job-related decisions about the employee. Such conduct is also unlawful if it substantially interferes with an

employee's work performance or creates an intimidating, hostile, or offensive working environment. Nothing herein, however, shall provide immunity for any employee of the City for the violation of any regulation, law, statute or ordinance.

Nothing in this Memorandum of Understanding shall be construed to require an employee to join the Union or any other employee organization. Neither the Union, its members, nor the City shall coerce or intimidate any employee in the exercise of the right to join or not to join the Union. No employee shall be denied promotion or any other benefit because of his membership or discontinuation of membership in the Union. Whenever the masculine gender is used in this agreement, it is intended by the parties and shall be read as including the feminine gender.

#### **ARTICLE 4 UNION STEWARDS AND UNION REPRESENTATION**

**Section 1.** The City recognizes and shall deal with the designated appropriate Union Stewards and/or Chapter Chairperson, Local President, and representatives of the American Federation of State, County and Municipal Employees, whether local union representatives, district council representatives or international representatives.

**Section 2.** Union staff representatives shall be admitted to the buildings and grounds of the City during working hours for the purpose of assisting in the adjustment of grievances, and the conducting of other Union business, except Union solicitation and Union meetings, or any Union activities which would disrupt the normal work schedule. Any Union meetings with all employees assigned to the particular area called by the Union Representative or Chapter Chairperson may be held on City property during work hours upon prior request to and with approval of the Division Director, or

their designee, which permission shall not be unreasonably withheld.

**Section 3.** A written list of Union Stewards and Chapter Officers shall be furnished to the City's Human Resources Director within ten (10) days after their designation and the Union shall notify the City's Human Resources Director and the appropriate Division Director within five (5) days of such Union Stewards designation or changes thereof.

**Section 4.** The appropriate Union Stewards within the area and/or appropriate Chapter Chairperson shall be granted reasonable time off, without loss of pay, during working hours to investigate grievances and settle complaints, upon giving notice and receiving approval of the supervisor, which approval shall not be unreasonably withheld. Once a grievance has been filed at Step 1, the Union Stewards, and the aggrieved employee will be granted reasonable time off without loss of pay during working hours for each step in the grievance procedure.

**Section 5.** If an employee has to come in when he is not scheduled to work in order to attend a grievance meeting, or arbitration hearing, he shall be paid for such time or receive equivalent time off at his option. Time must be used in accordance with policy of Fair Labor Standards Act (FLSA).

**Section 6.** The City will provide an appropriate meeting area whenever available for the use of the Chapter Chairperson.

## **ARTICLE 5 GRIEVANCE AND ARBITRATION PROCEDURE**

Any grievance, defined as a dispute between the City and any employee or group of employees covered by this agreement over the application, meaning, or

interpretation of this Memorandum of Understanding, shall be handled in a simple and direct manner as follows:

**Step 1.** The Union Steward, with the aggrieved employee, shall discuss the grievance with his/her immediate supervisor within five (5) working days of the date of the grievance or the employee's knowledge of its occurrence. The immediate supervisor shall attempt to adjust the dispute and shall respond to the Union Steward within ten (10) working days.

**Step 2.** If not resolved at Step 1, the grievance shall be reduced to writing, indicating the specific article allegedly violated, and giving a brief description of the grievance. The written grievance shall be presented to the employee's manager within five (5) working days of the immediate supervisor's response. The employee's manager shall discuss the matter, upon receipt of the written grievance from the Union, with the aggrieved employee, and the Chief Steward and Steward. The employee's manager shall respond within five (5) working days from receipt of the written grievance.

**Step 3.** The Union shall deliver to the Division Director or designee within ten (10) working days of the employee's manager's response, written notice (on the grievance form) of its acceptance or rejection of a Step 2 answer. After receipt of such notice, in cases of the Union's rejection of a Step 2 answer, the Division Director or designee shall within ten (10) working days conduct a thorough discussion with the appropriate supervisory personnel, the aggrieved employee, the Union Staff Representative, Division Chapter Chairperson and the Chief Steward or Steward. Within ten (10) working days thereafter, the Division Director or designee shall deliver his/her answer to the Staff Representative. Appropriate supervisory personnel shall



mean those who are named for Step 1 and Step 2 or those who have taken action in the instant grievance.

Any grievance not processed by the Union in accordance with the time limits provided herein, shall be considered as acceptance of the answer. If the designated supervisor at any of the grievance steps, or the Division Director or designee fails to respond within time limits provided herein, the grievance shall be upheld in favor of the grievant. Grievance Steps 1 through 3 may be extended by mutual agreement.

**Step 4.** The Union shall then review the answer of the Division Director or designee and indicate in writing its acceptance or rejection and request for arbitration if desired, within fifteen (15) working days after the rendering of the Division Director's or designee's written decision, unless extended by mutual agreement.

The decision of the Division Director or designee shall be mailed certified mail to the Union office, return receipt requested. The Union, in submitting its request for arbitration, as provided herein, shall send said request, certified mail, to the Director of Human Resources, with a copy by regular mail to the Mayor.

Failure of the Union to request arbitration within the time allotted or extended shall be considered acceptance of the decision and the answer of the Division Director or designee shall be considered satisfactory.

The Union shall have the right to take up suspensions, demotions, and/or discharges within ten (10) working days at Step 3 of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by the Union. All time limits specified above may be extended by written request by either party if the other party indicates mutual agreement thereto, in

writing. Extensions are limited to one time and to a maximum of five (5) working days. For the purpose of clarification, the Division Directors designee shall be limited to Deputy Director, Administrator, and City Engineer.

## **ARTICLE 6 ARBITRATION PROCEDURES**

The arbitrator shall have access to all written statements and documents pertaining to the appeals in the grievance, but the arbitrator shall have no power to amend, revise, add to, nor subtract from, nor modify any terms of this Memorandum of Understanding, and shall be strictly limited to the interpretation or application of the express provisions of this Memorandum of Understanding, and any other Memorandum made supplementary thereto.

**SELECTION OF THE ARBITRATOR:** The arbitrator shall be jointly selected by the Union and the City.

If, within five (5) days after a request for arbitration is made, the Union and City fail to agree upon the appointment of an arbitrator, a request will be made to the American Arbitration Association or the Federal Mediation and Conciliation Service for a list of five (5) arbitrators.

The Union and City may select one off the list of arbitrators or if they still cannot agree, the following procedure shall be followed.

The party presenting the grievance shall be given the first opportunity to strike the name of one of the arbitrators contained on said list. The other party may then proceed to strike a name and this procedure shall continue until one arbitrator's name remains. The arbitrator whose name remains shall be designated as the arbitrator. In

the event the arbitrator designated declines to act, the procedure of striking names will be reinstated until an arbitrator willing to act has been selected.

The arbitrator shall hold a hearing on the earliest date available and mutually agreeable to the parties. The arbitrator's decision shall be in writing and shall set forth the arbitrator's finding of facts, opinion and conclusion on the issues submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in anyway the applicable laws or rules and regulations having the force and effect of law. The cost of the services of the arbitrator shall be shared equally by the Union and the Division.

The arbitrator shall render his decision not later than thirty (30) calendar days after the conclusion of the final hearings.

There shall be final and binding arbitration on suspension and discharge of any employee with the arbitrator chosen as above. A matter grieved cannot be heard by the Civil Service Commission and by an arbitrator. Therefore, if a matter is appealed to the Civil Service Commission, such appeal must be withdrawn prior to the scheduling of any arbitration hearing regarding the same matter. The withdrawal of a Civil Service appeal must be in writing and made by the employee. The arbitrator shall have the power to rule on disputes involving suspension or discharge under the agreement provided that he shall have no power to add to, subtract from, or modify any terms of this agreement, or any other agreements made supplementary hereto. All other decisions, those not involving suspension or discharge, shall be reported to the Mayor or his designated appointee of the City of Memphis and to the Union and shall be a matter of public record, and shall be advisory to the Mayor or his designated appointee who is hereby

designated by the Mayor to render a final and binding decision.

It is agreed that the City shall make available management representatives to testify at the request of the Union when such persons have information involving the action being arbitrated. Timely advance requests for such witnesses shall be made in writing to the Director of Human Resources and such available witnesses shall be required to attend. Oral requests for such witnesses shall be made no less than forty-eight (48) hours prior to hearing.

## **ARTICLE 7 DISCIPLINE AND DISCHARGE**

**Section 1.** Disciplinary action or measures shall involve the following progressive measures for each specific type of offense, except violations of major infractions where progressive steps may or may not be followed:

- A) Oral reprimand
- B) Written reprimand
- C) Suspension (10 days or less)
- D) Demotions or,
- E) Discharge

**Section 2.** The Employer shall not discipline any permanent employee without just cause. A Steward must be present when any of the above levels of discipline are issued to an employee. In any case involving discharge, the employee may contest the discharge and may elect to use the grievance procedure.

**Section 3.** The employee, his Steward and the Union will be notified in writing when an employee has been suspended and is subject to discharge. The notice to the employee shall be in writing and shall set forth the reasons for the disciplinary action. Notice to the employee and the Union will satisfy technical complaints. Any employee

found to be unjustly suspended or discharged shall be reinstated with full restoration of his rights and conditions of employment including seniority. Any grievance decision which directs compensation for time lost shall be made less any earnings or unemployment benefits during said period.

**Section 4.** No material placed in the employee's personnel folder, including any evaluation of the employee, shall be used to discipline the employee unless a true copy is first given to the employee.

**Section 5.** In no event will the progressive steps be applied to different types of offenses. For example, any employee receiving an oral reprimand for tardiness shall not be given a written reprimand for a first offense, not related to tardiness.

**Section 6.** It is understood that any employee who does not receive any disciplinary action for a period of six (6) months shall have his or her record cleared for the purpose of progressive discipline.

**Section 7.** Any employee who reports to work or is found at work during the course of the shift to be under the influence of alcohol as determined by the supervisor and confirmed by a certified screening lab, shall be relieved of duty without pay for the remainder of the shift. Any employee who reports to work or is found at work during the course of the shift to be under the unlawful influence of a controlled substance as determined by the supervisor shall be tested by a certified screening lab and shall be relieved of duty with pay while awaiting results.

In cases of positive test results for alcohol and drugs, employees will be suspended for five (5) days and shall be made a management referral to the Employee Assistance Program. The employee shall comply with the City's Substance Abuse Policy, and the City's Drug/Alcohol Testing Policy and Procedures. A second offense shall cause the employee to be subject to termination. Any employee who does not receive any alcohol/drug related discipline for a period of twelve (12) months shall not be subjected to punitive action when being considered for promotional opportunities.

## **ARTICLE 8 MAJOR INFRACTIONS**

**Section 1.** It is agreed that major infractions, defined as a serious violation, are limited to the following:

1. Intoxication during working hours (under the influence of alcohol or other illegal drugs). Drinking or otherwise taking intoxicants while on duty.
2. The use, sale, distribution or possession of illegal drugs while on duty.
3. Fighting during working hours except in case of self-defense.
4. Stealing from public or other employees or stealing from the Employer.
5. Intentional falsification of any records of the City, or intentional failure to comply with rules and regulations of the City.
6. Proven solicitation or accepting a bribe.
7. Using City vehicles or other equipment without authorization.
8. Possession of a firearm or other weapon at the work site or on the person.
9. Proven cases of abusive language or unacceptable treatment of a citizen or City employee, including verbal and non-verbal.
10. Being absent from the job for three (3) consecutive days without giving proper notice to the immediate supervisor and obtaining approved leave.
11. Gross insubordination.
12. Sleeping during working hours, except while on break or at lunch.
13. Operating a City vehicle or a private vehicle on City business without a valid Tennessee license.
14. Conviction of a felony.
15. Harassment as it relates to Title VII.
16. Safety violations that could or have resulted in major property damage,

loss of life and/or serious bodily injury for which the employee is found to be at fault.

All offenses, other than those defined as major herein, shall be classified as minor.

## **ARTICLE 9 HOLIDAYS**

The following days shall be recognized and observed as paid holidays during the term of this Memorandum of Understanding:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Martin Luther King Memorial Day	April 4
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25

Employees, who are assigned to work on a given holiday, shall receive an additional eight (8) hours pay for having worked the holiday, or for actual hours worked.

Whenever one of the above holidays falls on either Saturday or Sunday, either the preceding Friday or the following Monday shall be observed as the holiday. Employees will be notified in advance concerning the day to be observed as the holiday.

If the holiday falls on the employee's regular day off, the employee will receive an additional eight (8) hours pay for that holiday. If the holiday falls on the employees scheduled vacation, additional time (or an additional days pay) will be granted. Holiday pay will not be allowed if the employee did not work and was not excused the last scheduled work day before or the next scheduled work day after the holiday.

## ARTICLE 10 VACATIONS

Employees shall be granted an annual paid vacation in accordance with the following schedule on length of continuous service:

SERVICE CREDIT	ACCRUAL	EXPLANATION
Up to 6 months	None	N/A
6-month anniversary	5 days (40 hours)	N/A
1-year anniversary (during 2 <sup>nd</sup> calendar year)	5 days (40 hours)	<i><u>if hired on/after July 1</u></i>
	10 days (80 hours)	<i><u>if hired before July 1</u></i>
3 <sup>rd</sup> , 4 <sup>th</sup> , and 5 <sup>th</sup> calendar year	10 days (80 hours)	10 days accrue at beginning of year
6 <sup>th</sup> calendar year	11 days (88 hours)	10 days accrue at beginning of year; 11 <sup>th</sup> day accrues on 6-year anniversary
7 <sup>th</sup> calendar year	12 days (96 hours)	11 days accrue at beginning of year; 12 <sup>th</sup> day accrues on 7-year anniversary
8 <sup>th</sup> calendar year	13 days (104 hours)	12 days accrue at beginning of year; 13 <sup>th</sup> day accrues on 8-year anniversary
9 <sup>th</sup> calendar year	14 days (112 hours)	13 days accrue at beginning of year; 14 <sup>th</sup> day accrues on 9-year anniversary
10 <sup>th</sup> calendar year	15 days (120 hours)	14 days accrue at beginning of year; 15 <sup>th</sup> day accrues on 10-year anniversary
11 <sup>th</sup> calendar year	16 days (128 hours)	15 days accrue at beginning of year; 16 <sup>th</sup> day accrues on 11-year anniversary
12 <sup>th</sup> calendar year	17 days (136 hours)	16 days accrue at beginning of year; 17 <sup>th</sup> day accrues on 12-year anniversary
13 <sup>th</sup> calendar year	18 days (144 hours)	17 days accrue at beginning of year; 18 <sup>th</sup> day accrues on 13-year anniversary
14 <sup>th</sup> calendar year	19 days (152 hours)	18 days accrue at beginning of year; 19 <sup>th</sup> day accrues on 14-year anniversary



15 <sup>th</sup> calendar year	20 days (160 hours)	19 days accrue at beginning of year; 20 <sup>th</sup> day accrues on 15-year anniversary
16 <sup>th</sup> calendar year	20 days (160 hours)	20 days accrue at beginning of year
17 <sup>th</sup> calendar year	21 days (168 hours)	20 days accrue at beginning of year; 21 <sup>st</sup> day accrues on 17-year anniversary
18 <sup>th</sup> calendar year	21 days (168 hours)	21 days accrue at beginning of year
19 <sup>th</sup> calendar year	22 days (176 hours)	21 days accrue at beginning of year; 22 <sup>nd</sup> day accrues on 19-year anniversary
20 <sup>th</sup> calendar year	22 days (176 hours)	22 days accrue at beginning of year
21 <sup>st</sup> calendar year	23 days (184 hours)	22 days accrue at beginning of year; 23 <sup>rd</sup> day accrues on 21-year anniversary
22 <sup>nd</sup> calendar year	23 days (184 hours)	23 days accrue at beginning of year
23 <sup>rd</sup> calendar year	24 days (192 hours)	23 days accrue at beginning of year; 24 <sup>th</sup> day accrues on 23-year anniversary
24 <sup>th</sup> calendar year	24 days (192 hours)	24 days accrue at beginning of year
25 <sup>th</sup> calendar year	25 days (200 hours)	24 days accrue at beginning of year; 25 <sup>th</sup> day accrues on 25-year anniversary
26 <sup>th</sup> calendar year and thereafter	25 days (200 hours)	25 days accrue at beginning of year

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately proceeding the employee's vacation period.

Upon request, submitted no less than ten (10) days in advance of the start of his vacation, an employee shall receive his vacation pay no later than one (1) day prior to the start of his vacation.

Scheduled vacation time off may be requested for the next calendar year during December of each year. Scheduling conflicts shall be resolved on the basis of departmental seniority, and an approved vacation schedule shall be posted by January 31 each year.

The Manager shall determine the number of employees of each classification who can be permitted to be off for vacation at any particular time. Any vacation time not scheduled at the beginning of the year can be taken if requested in advance and approved by the Manager. However, employees may not use seniority to require other employees to reschedule vacation time previously scheduled and approved. Vacation time scheduled can be swapped or rearranged provided requested in advance and approved by the Manager. Approval will not be unreasonably withheld.

## **ARTICLE 11 SICK LEAVE**

Upon completion of sixty (60) calendar days of consecutive service after initial employment, all regular, full time employees shall be eligible to receive pay while absent from work due to sickness to be charged against accumulated sick leave time.

Accumulation of sick leave begins from the first day of employment at the following rates:

- (1) One (1) day for each month of service during the first five (5) years of service.
- 2) One and one-half (1½) days for each month of service for the sixth (6th) year through the ninth (9th) year of service.
- (3) Two (2) days for each month of service from the tenth (10<sup>th</sup>) through the fourteenth (14<sup>th</sup>) year of service.
- (4) Two and one-half (2½) days for each month of service during the fifteenth (15<sup>th</sup>) year and thereafter.

Sick leave will not accumulate while an employee is absent on sick leave fifteen

(15) days or longer, unauthorized absence, or during other leaves of absence. Pay for holidays that occur while an employee is on sick leave shall be charged as a holiday pay thereby saving the employee a paid sick day.

**Section 1.** An employee who becomes ill while on vacation and whose illness is substantiated by a doctor's statement may upon release by the employee's attending physician have that portion of vacation, which was interrupted by illness rescheduled. It shall be the employee's responsibility to report said illness to his supervisor at the earliest possible date and present a doctor's statement to their supervisor upon return to work.

**Section 2.** An employee absent three (3) consecutive days, in whole or in part, is required to submit a signed and dated statement from the employee's physician. For sick pay purposes, the physician statement must cover all time starting with the third day on which the employee misses any work due to illness. Employees who see a physician due to illness or injury will be permitted to return to work only in accordance with the written instructions of the physician and are required to report back to work as soon as the doctor permits it.

When sick leave is requested, time will be posted up to a maximum of five (5) days provided a physician's statement is submitted. For pay purposes, a physician's statement must cover all time starting with the third (3) consecutive workday of absence. However, if such illness exceeds five (5) working days, the physician's statement covering the illness must be received for continuation of sick leave pay.

**Section 3.** When an employee enters a hospital and notifies the City of such hospitalization and requests to utilize their sick days, providing he has adequate sick

leave accumulated to cover such hospitalization, the City shall, upon notification and request, place the employee on sick leave status. The employee is required to submit a physician's statement as verifying such hospitalization upon his release from the hospital, or not later than ten (10) days from his date of release. The physician's statement is to reflect the expected date on which the employee can return to his job.

**Section 4.** Regular City employees shall be entitled to Sick Leave benefits for illness resulting from the employee's pregnancy. The employee shall be required to notify her supervisor of such illness as outlined in the notification section of this Article. Such notification shall be substantiated by a physician's statement specifying the approximate date of birth.

The employee who exhausts all sick leave benefits must request, in writing, a leave of absence for maternity as outlined in the Article entitled "Leaves of Absence".

**Section 5.** Proven cases of abuse of the sick leave provision may result in the employee's claim being denied and appropriate disciplinary measure may be taken for just cause. Proven cases of abuse may require an employee to submit a physician's statement for a single day's absence. Such requirements should not exceed three (3) months.

**Section 6.** Employees shall be compensated in cash for up to seventy-five (75) days of accumulated unused sick leave upon retirement.

The amount of payment for unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's retirement. Such payment shall not be counted as compensation for retirement.

**Section 7.** After completion of sixty (60) days continuous service, an employee

who works three (3) consecutive months without sick leave, or any unauthorized absence, will be eligible for one (1) bonus day leave with pay to be taken within twelve (12) months from the day it is earned. Bonus days will be earned in a like manner for subsequent three (3) months periods, so that an employee may earn up to four (4) bonus days a year. For bonus day purposes, a three (3) month period will be considered interrupted by the accumulation of six (6) hours absence from work.

## **ARTICLE 12 EMPLOYEE ASSISTANCE PROGRAM**

The parties agree to encourage employees to utilize the services of the City provided employee assistance program. If an employee is utilizing the services of this program and in-patient treatment is required, the employee will be entitled to use any accumulated vacation time and sick days.

Nothing in this provision limits other forms of leave otherwise available. It is recognized by the parties that utilization of the program does not bar appropriate disciplinary action being taken for work related violations, and that employees who use the program for drug and/or alcohol problems are subject to all City policies that deal with these matters.

The City and the Union believe that constructive measures can be utilized to deal with alcohol and drug abuse. Toward this end, the City and the Union agree that during the first year of this agreement, representatives of the employee assistance program will meet with Union officials to inform them of program services, objectives and benefits and generally to educate those in attendance about the program.

The City will take every measure necessary to assure employees are referred to

counselors or others who are within the employee's health care network.

With proper documentation from a physician and/or certified medical counselor, an employee may request a leave of absence under the extended illness without pay, by mutual agreement between the City and the employee. Said leave of absence may be granted for no more than thirty (30) days.

### **ARTICLE 13 LEAVES OF ABSENCE**

Leaves of Absence without pay may be granted to permanent employees for the following reasons:

**Section 1. Military.** Military leave is prescribed by federal and state statutes. All matters relating to Seniority, Vacation, Sick Leave, Pension, and Insurance are governed in accordance therewith. Strict compliance with the law is required.

Regular, full-time City employees, including those in their initial probationary period, will be granted leave without pay for the purpose of active military service with one of the regular components of the armed forces of the United States.

Any regular, full-time employee who shall enter the armed forces of the United States will be restored to his former position or one of an equivalent status upon presentation of an honorable discharge from the armed forces within ninety (90) days from the date of discharge.

If the veteran is not qualified to perform the duties of his former position due to a service related disability, he will be placed in the nearest similar position for which he is otherwise qualified.

**Section 2. Educational.** Regular, full-time employees shall be eligible to receive a Leave of Absence which does not exceed one (1) full year for job related courses recommended by the departmental head and approved by the Division Director or City Court Clerk where applicable. Such educational leave may be extended for an additional one (1) year upon written request by the employee and upon recommendation of the Department Head and with the approval of the Division Director or City Court Clerk where applicable, and the approval of the Director of Human Resources, provided the employee requests such extension thirty (30) days before the leave expires. Requests for additional leave shall be considered on a case by case basis.

**Tuition Refund Program.** The City will provide a tuition reimbursement program to be available for all regular employees covered by this Memorandum. To be eligible for benefits in this Article, an employee must have completed his/her required initial probationary period. Courses must be approved by both the Division Director and the Director of Human Resources at least five (5) days prior to the beginning of classes. Employees should refer to the Tuition Reimbursement Policy (PM-58-03) or contact the Division of Human Resources for further information on program criteria, eligible expenses and procedures for reimbursement.

**Section 3. Personal.** Regular, full-time City employees will be eligible to receive Leaves of Absence for such personal reasons as marriage, illness of a member of the family, birth or need to care for the employee's child within twelve (12) months of the child's birth, disposal of a family estate, funeral for other than immediate family, or other emergencies, for a period not to exceed thirty (30) days or as provided for under

the Family and Medical Leave Act. Such leave shall be upon recommendation of the Division Director or the City Court Clerk as applicable. Such approval shall not be unreasonably withheld.

**Section 4. Extended Illness Leave.** The City's Personnel Manual Policy, PM-50-03, Leave Without Pay, Subject - Extended Illness Leave, is incorporated herein by reference, or as provided for under the Family and Medical Leave Act.

**Section 5. Union Business.** Union employees selected by the Union to do work which takes them from their employment with the employer shall at the written request of the Union, and approval of the Division Director, be granted a leave of absence (not to exceed a total of twenty-five (25) employees). The leave of absence shall not exceed one (1) year, but it shall be renewed or extended for a similar period at any time upon the request of the Union. By mutual agreement, short-term leave of absence, not to exceed five (5) days may be granted for more than twenty-five (25) employees.

**Section 6. Maternity.** Regular, full-time City employees shall be entitled to maternity leave of absence without pay as follows: The employee must notify her supervisor no later than three (3) months prior to the commencement of the leave of absence or as provided for in the Family Medical Leave Act. Such notification shall include a written statement from her physician specifying the approximate date of birth. Maternity leave shall begin on the date advised by the doctor and shall not extend beyond four (4) months from the date it began. An extension of up to two (2) months may be granted upon recommendation of the employee's physician. The employee shall be reinstated and returned to her job classification and work location upon



returning to work at the conclusion of the approved leave period.

**Leaves of Absence with pay may be granted to permanent employees for the following reasons:**

**Section 7. Summer Training.** Reservists and National Guard members being called for the customary two (2) week tour of duty shall be excused on presentation of their orders and shall receive eight (8) hours pay at the regular rate of pay each working day served. Time absent from employment may be counted as vacation time if the employee so desires.

**Section 8. Jury and Witness Duty.** Regular, full-time and probationary employees shall be granted a leave of absence with pay any time they are required to report for Jury Duty or witness service. Proof of jury service shall be established by submitting a statement from the Jury Commissioner or Clerk of the Court showing the time served.

An employee shall be paid for time lost from scheduled work when legally subpoenaed as a witness to testify in court cases when the employee is neither the plaintiff nor the defendant. Employees shall also be paid for the time lost from scheduled work as a witness for the City or when sued as an agent of the City.

The employee must report for work when the jury is not in session or within a reasonable time if the jury service lasts less than four (4) hours of a day.

## **ARTICLE 14 DEATH IN FAMILY**

In the event of a death in the employee's immediate family, the employee will be authorized three (3) days off at his regular straight time rate of pay. The three (3) days

must be taken within five (5) days of the funeral. Immediate family shall include only the following: husband, wife, father, mother, brother, sister, son, daughter, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, great-grandparents and properly established foster parents or stepparents. As related to mother, father, foster or stepparents, the provision of this article shall apply to only one set of parents.

The employee will be granted two (2) regularly scheduled work days off with pay to attend funeral services, for grandparents-in-law, brother or sister-in-law, son or daughter-in-law. Additional time off may be granted as leave without pay, or as paid vacation.

The provisions of this article are subject to the employee submitting verification to his immediate Supervisor of such death in the immediate family and employee's relationship to the deceased. Such verification must be submitted immediately or no later than ten (10) calendar days after the employee returns to work pursuant to the provisions of this article. Such verification shall be in the form of a copy of the death certificate, program of eulogy, statement from funeral home, newspaper death notice, or other proof.

Failure to provide the required verification within ten (10) calendar days after returning to work shall result in the employee being docked for time taken in connection for death in family until such verification is submitted.

When a death in the immediate family necessarily interrupts an employee's vacation, that portion of the employee's vacation, to a maximum of three (3) days (2 days other family), shall be rescheduled or extended pursuant to the provisions of this Article and the Vacation Article of this Memorandum of Understanding. When such a

death in the immediate family interrupts an employee's vacation and results in the employee necessarily being absent beyond his scheduled vacation, the employee must notify his supervisor prior to the expiration of this scheduled vacation. Holidays that occur while an employee is on Death in Family Leave shall be charged as holiday leave only, and shall not reduce the employee's number of entitled funeral days.

## **ARTICLE 15 DEATH OF AN EMPLOYEE**

In the event of the death of a regular employee while employed by the City of Memphis, all accumulated sick days up to seventy-five (75) days, all accrued wages due including allowances for unpaid holidays and vacation time, in addition to ten thousand dollars (\$10,000.00) free life insurance, are to be paid to the person entitled thereto as designated by the employee, or by law.

In addition, the person entitled as designated by law will receive an amount equivalent to the employee's regular wages for one (1) month after all legally required deductions.

## **ARTICLE 16 HOURS OF WORK**

**Section 1.** Eight (8) consecutive hours of work within a twenty-four (24) hour period shall constitute a normal work shift, and a normal schedule of work for full-time employees shall be forty (40) hours per week. It is understood the City has the option of implementing ten (10) hour work shifts. It is further understood that before the City implements 10-hour work shifts, at least thirty (30) days prior to such implementation, the City shall so notify the Union and shall discuss such implementation with the Union.

An employee's daily reporting time or work schedule may permanently be

changed when notice of such change is posted two (2) weeks in advance (temporarily - one [1] week in advance). Such schedule changes shall be made in accordance with applicable seniority provisions.

All employees shall be granted a thirty (30) minute paid meal period during each work shift and two (2) fifteen (15) minute paid rest periods during each shift. The rest periods shall be scheduled during each one-half ( $\frac{1}{2}$ ) shift. The rest periods are intended to be a recess to be preceded and followed by a work period. Consequently, it may not be used to allow late arrival or early departure or to extend the lunch period.

## **ARTICLE 17 REPORTING, CALL BACK AND STANDBY-PAY**

**Section 1. Reporting Pay.** Any employee who is scheduled to report for work and who presents themselves for work as scheduled shall be assigned a minimum of four (4) hours of work. When an employee reports for work as scheduled, and is excused from duty before completing four (4) hours work, the employee shall be paid at his regular rate for four (4) hours work.

**Section 2. Call Back Pay.** Any employee or employees who are called back to report to work prior to their regularly scheduled time or any employee who completes their regular shift and leaves the premises and is then called back to perform a task will be guaranteed a minimum of four (4) hours pay. No employee shall be allowed nor required to work more than sixteen (16) hours in a twenty-four (24) hour period.

**Section 3. Standby Pay.** Any employee required stand-by at home or any designated area other than his reporting location shall be compensated one (1) hour pay for each one (1) hour he is required to stand-by. Employees required to stand-by must have written authorization of the Supervisor. Pay for such hours shall not be

counted as hours worked for purposes of overtime.

## **ARTICLE 18 HEALTH, SAFETY AND SANITARY CONDITIONS**

The employer will maintain adequate safety and sanitary conditions at all times. In order to correct, maintain and improve effective safety and sanitary conditions, a joint committee entitled Health and Safety Committee shall be composed of two (2) people appointed by the Union and two (2) people appointed by the City.

The Health and Safety Committee shall be established to review and make recommendations on health, safety and sanitary conditions, which affect the well being of employees covered by the Memorandum.

The Health and Safety Committee shall meet quarterly or when deemed necessary and shall maintain accurate minutes of its recommendations, a copy of which shall be sent to the appropriate Division Director, where applicable and the Director of Human Resources.

## **ARTICLE 19 COMMUNICABLE DISEASE**

In cases where employees are assigned to work in areas where they are exposed to communicable disease such as tetanus, typhoid, typhus, AIDS, tuberculosis, hepatitis, and other communicable diseases, and an employee contracts such a communicable disease through work place exposure, the employee will be treated for that disease at the expense of the City and benefits will be afforded in accordance with the City's OJI policy.

The City shall furnish annual inoculations protecting against tetanus, typhoid,

typhus, and influenza when such inoculations are available, requested by employees and/or recommended by a physician. The City has the option to select the provider of inoculations and the parties agree influenza is not a communicable disease intended to be covered by the OJI policy.

## **ARTICLE 20 ON-THE-JOB INJURY**

In the event any employee sustains an injury on the job, occupational illness or communicable disease as defined in Article 19, he shall be taken directly to the nearest facility where proper medical treatment can be obtained. The cost of the necessary hospital, doctor's care, prescriptions, and related medical expenses shall be paid by the City for all on the job injuries or occupational diseases or communicable disease contracted on the job, provided that the employees shall assign to the City those recoveries from any third party only to the extent necessary to reimburse the City for the expense paid. This assignment shall exclude the proceeds from any insurance policy solely paid for by the employee.

All on-the-job injuries are subject to the OJI Policies, rules and procedures applicable to all City of Memphis employees. Employees shall submit to any reasonable examination by any physician employed by the City. If, because of an on-the-job injury, an employee must leave work prior to the end of his scheduled work period, he shall be paid the remainder of the day.

An employee unable to work because of an on-the-job injury may be paid full salary for time lost for a period not to exceed six (6) months (180 calendar days). Thereafter, if the employee is unable to work, the employee may use available paid

leave time (including paid sick leave) to permit the employee to remain on the payroll for a period of time not to exceed one (1) year from the date of disablement, and at the end of one (1) year from the date of injury the employee shall be removed from payroll.

All employees injured in the Line of Duty may apply for disability retirement benefits, subject to the City of Memphis Ordinance. They may also apply for benefits under the Long Term Disability Plan, which covers all City employees.

Employees injured on-the-job may be assigned to light duty, if available, based upon the employee's physician's written advice, and approved by the Division Director.

In accordance with the City's current OJI policy, injured employees may go to a physician or emergency care facility of their choice. However, should the City find it necessary to adjust this provision, the Union will be notified in advance.

Any change which may result in reduced on-the-job injury benefits to employees shall not be made until notice is given to the Union and until such changes and/or adjustments are discussed by the parties.

## **ARTICLE 21 BULLETIN BOARDS**

The employer agrees to provide reasonable bulletin board space where notices of official Union matters may be posted by Union representatives. Bulletin Boards shall be in conspicuous places and accessible to Union officials.

## **ARTICLE 22 SHIFT PREFERENCES**

Employees by classification shall be assigned to shifts according to seniority with the person having the highest seniority being given first choice as to shift availability, provided such employee is capable of performing the work. No employee may exercise

shift preference more than two (2) times in any one year.

The term "shifts" shall mean (a) day or (b) afternoon, or (c) evening.

### **ARTICLE 23 SHIFT DIFFERENTIAL**

In addition to the established wage range, the City shall pay all employees working shifts reporting between 3:00 PM and 10:59 PM, an hourly premium of twenty (\$.20) cents per hour during the term of this agreement beginning July 1, 2004. These rates shall be based on normal working hours during the shift.

Those employees reporting between 11:00 PM and 6:59 AM, an hourly premium of thirty (\$.30) cents shall be paid during the term of this agreement.

### **ARTICLE 24 OVERTIME**

Overtime shall be paid at time and one-half (1½). The City's work week for overtime purposes begins at midnight Friday and continues for seven (7) consecutive twenty-four (24) hour periods, ending the following Friday at midnight. Overtime shall be paid for all hours worked in excess of forty (40) hours per week.

Planned overtime shall be offered according to seniority to the highest senior qualified available employee at a work location (**employee's daily reporting place**) on a rotating basis. If the most senior person declines to accept then the next in seniority shall be offered and so on. **The least senior qualified person(s) must accept said overtime.** An employee who declines overtime shall not be offered overtime again until his/her next turn on the list. Unplanned overtime shall be offered according to seniority in classification to the extent practical.



## **ARTICLE 25 SENIORITY**

**Section 1.** Seniority shall be granted to all employees. Seniority shall be determined on the basis of actual length of continuous service from the latest date of regular employment with the City.

All new employees shall be considered probationary for one hundred and eighty (180) calendar days from their last date of hire. During such probationary period, employee may be discharged without constituting a breach of this Memorandum. At the end of the employee's probationary period, the employee shall be placed on the seniority list, as of the first day of last employment.

The probationary period may be extended when recommended by the Division Director and approved by the Director of Human Resources. The Union will be notified of said extension.

**Section 2.** Employees shall be removed from payroll for the following reasons:

- a. Resignation.
- b. Discharge for just cause.
- c. Absent without report and/or without satisfactory reason for three (3) consecutive working days or in the event the employee is detained by a proper notification with reasonably satisfactory reasons is given to his/her immediate supervisor.
- d. Does not report to work for three (3) consecutive days or in the event the employee is detained by law enforcement agency, for five (5) consecutive working days after the expiration of a vacation or

unauthorized leave of absence unless proper notification with a satisfactory reason is given to his/her immediate Supervisor.

- e. Is laid off two years.
- f. Misrepresentation of facts of employment application.
- g. Failure to notify within ten (10) working days of the date the recall letter is mailed stating whether or not the employee intends to report to work after the lay-off. A copy of recall letter will be sent to the Union office.
- h. Absence from the job in excess of one (1) year for whatever reason(s).

Such notice shall be determined to have been sufficiently given if sent to the employee's last address furnished to the Human Resources Division of the City.

**Section 3. Layoff.** Lay-off shall begin with those employees having the least seniority. Employees shall be recalled according to seniority in the inverse order of lay-off.

In case of reduction of force or eliminating of position, lay-off will be made by first laying off probationary employees in a classification. Further reduction will be made by laying off the least senior employees in the affected classification. Such employees may bump employees with the least seniority in lower classifications within the Division, in the same grades as listed in this agreement, provided the employees are qualified to perform the work involved, and shall be paid the rate of the classification to which he bumps.

Whenever a vacancy occurs in any of the classifications listed herein and when City employees are to be laid off, or are on lay-off, the City will give first preference to employ recall laid off employees who can perform the work involved.

The City will make every reasonable effort to secure employment both within City government or within other local government agencies for any laid off employees.

**Section 4.** The employer may make temporary transfer or assignments or reassign employees to position covered by this Agreement other than those they normally perform in order to meet the requirements of the operation of the department.

If the transfer or assignment is to a higher paid classification, the highest senior qualified available employee at a work location (department) must be given first choice for the position.

If the transfer is to an undesirable position, such assignment will be rotated among employees in inverse order of seniority at the work location.

During the term of the temporary transfer to a higher paid classification, the employee shall be paid at either the starting rate of pay for the higher classification to which s/he is temporarily assigned or five percent (5%) over his current rate of pay, whichever is greater. In no instance shall the rate of pay exceed the top rate of the interim classification.

**Section 5.** Notices of all vacancies and/or new jobs will be posted for all personnel on all employees' bulletin board, and copies of said vacancies be sent to the Union office within three (3) days following the decision to fill the vacancy or establish of a new job. Employees may make application within ten (10) days at the area location office or City's Human Resource Office. Posted position shall remain posted for ten (10) days.

**Section 6.** When advancement opportunities occur or when the permanent filling of any vacancy is made it shall be on the basis on the senior qualified employee.

Qualification shall include consideration of abilities, experience, training, and other factors relevant to the vacant position. Preference shall be given first to employees in the same classification.

**Section 7.** The seniority list shall be provided by the employer on the request in accordance to division, districts, and/or department and by classification. Personnel record shall be available during working hours to the employee and/or his designated Union representative. Authorization for a union representative to see an employee's personnel file without the presence of the employee shall be made in writing by the employee, specifying the information desiring.

**Section 8.** The Officers and Stewards designated in writing by the Union shall have super seniority in their respective areas for lay-off, recall, and other transfer purposes only during their tenure in office.

## **ARTICLE 26 INSURANCE**

Life insurance is offered to regular, full-time employees covered under this agreement as an optional benefit. The amount of life insurance offered to eligible employees is equal to one and one-half (1½) times the employee's base salary.

Employees, who remain in the employment of the City on or after the age of 65, will have their life insurance coverage reduced in accordance with the Age Discrimination in Employment Act Schedule as listed below to a minimum amount of \$3,000.

<b><u>Age</u></b>	<b><u>Reduced to the following percentages</u></b>
65	92%
66	84%

67	77%
68	71%
69	65%
70 but less than 75	50%
75 but less than 80	34%
80 but less than 85	23%
85 but less than 90	16%
90 but less than 95	11%
95 or older	6%

Upon retirement at any age, employees are eligible to retain \$3,000 dollars coverage. Those employees who retire, in addition to having the option to purchase the maximum allowable of \$3,000.00 under the City Policy, will retain one-half (½) of the amount of free life insurance.

**ARTICLE 27  
HEALTH CARE PLANS**

It is agreed the City shall offer a health care insurance plan on an optional contributory basis to eligible regular full-time employees covered by this Memorandum of Understanding. Employee contributions shall be paid by payroll deduction and the terms and benefits of the plan shall be the same as provided to City employees generally. It is agreed the City may from time to time adjust employee contribution rates and the terms of the plan and if such occurs the City will notify the Union prior to implementation. The terms and conditions of the plan shall be standard for covered employees on a citywide basis.

The City, on an annual basis, may offer eligible employees an option to join a qualified Health Maintenance Organization (HMO) as provided by the Health

Maintenance Organization Act of 1973, as amended. Employee contributions shall be paid by payroll deduction.

## **ARTICLE 28 CONTRACTING AND SUB-CONTRACTING**

The Union recognizes the right of the City to contract or subcontract for any services or materials which it presently contracts or subcontracts.

The City agrees that contracting and/or subcontracting of services should only occur when it can be shown that to do so would provide cost-effective, more efficient services to the public. To show cost efficiency, the City shall provide the Union with a cost benefit analysis showing where the contracting and/or subcontracting would be a best practice for the taxpayers and citizens of the City of Memphis upon the Unions request. Whenever the City intends to contract or sub-contract services of any work performed by bargaining unit members, the City shall, as early as possible give written notice of its intent to the Union. The notice should include information regarding the nature of the work to be done or performed or the services to be provided; the proposed duration and cost of such contracting; and the rationale for such contracting. Upon written request, the City shall meet and confer with the Union over the impact of the proposed contracted services upon the bargaining unit. The City further agrees to make reasonable efforts to avoid or minimize the impact of any such actions upon bargaining unit employees.

## **ARTICLE 29 TRAINING CLASSES**

Training classes will be made available to the bargaining unit. Attendance at these classes shall be on a rotating basis, as determined by the appropriate Department

Head. However, it shall be within the sole discretion of the Department Head subject to the approved budget and the approval of the Director of Human Resources as to when these training classes are attended.

The City and the Union will form a joint training committee with equal representation, which shall be advisory to the Director of Human Resources. The committee shall have as its purpose reviewing and recommending training requirements for various classifications with the intent of improving operational efficiency while providing opportunity for self-improvement and upgrading.

### **ARTICLE 30 PAYROLL DEDUCTIONS OF UNION DUES**

Regular full-time employees (non-probationary) of the City of Memphis may authorize payroll deductions for the purpose of paying Union Dues. No authorization shall be allowed for the payment of initiation fees, assessments or fines. The procedure which shall be followed by all employees in authorizing deductions of Union dues shall be for each employee to execute a written assignment on the form attached hereto.

In the event the Union members vote to increase Union dues, the Union shall notify the City at least thirty (30) days prior to the effective date of the dues increase. The dues shall be deducted monthly in an amount certified by the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the treasurer of the Union by the tenth (10<sup>th</sup>) day of the succeeding month after such deductions are made.

The Union will indemnify, and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deduction of Union

dues. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made.

In this connection, all other legal and required deductions have priority over Union dues. However, any employee who executed a written assignment authorizing payroll deduction prior to any authorized leave shall upon returning on payroll have his dues deducted.

Provided specifically agreed upon by the parties, deductions for items other than dues may be made upon proper authorization in writing.

### **AUTHORIZATION FOR PAYROLL DEDUCTION**

#### **City of Memphis, Tennessee**

By \_\_\_\_\_ Department \_\_\_\_\_  
(Please Print) Last Name, First Name, Middle Initial

Address \_\_\_\_\_ Phone \_\_\_\_\_  
Street City Zip

I, the undersigned, hereby designate the American Federation of State, County and Municipal Employees, AFL-CIO, as my duly chosen and authorized representative on matters relating to my employment. I further request and authorize the deduction from



my earnings each payroll period an amount sufficient to provide for the regular payment of the current rate of monthly Union dues established by the AFSCME Local Union. The amount shall be so certified. The amount deducted shall be paid to the Treasurer of the Local Union, AFSCME. The authorization may be terminated by giving notice to the Union according to the Union by-laws; the Union will in turn notify the City Payroll office in writing of such cancellation, or this authorization will be canceled upon termination of my employment.

Social Security No. \_\_\_\_\_

Signed \_\_\_\_\_

**ARTICLE 31  
NO STRIKE**

During the term of this Memorandum of Understanding, the Union agrees that it will not engage in, encourage, or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this Memorandum of Understanding. The Union will take whatever lawful steps as are necessary to prevent any interruption of work in violation of this Memorandum of Understanding, recognizing with the City that all matters of controversy coming within the scope of this Memorandum of Understanding shall be settled by established grievance and arbitration procedures.

**ARTICLE 32  
SAVINGS CLAUSE**

In the event that any provision, article, section, or portion of this Memorandum of

Understanding is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable laws, statutes, ordinances, and regulations of the United States of American or the State of Tennessee, all other provisions of the Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding and the parties shall meet as soon as possible to agree on a substitute provision.

**ARTICLE 33  
NOTICE**

Any notice required to be given by this Memorandum of Understanding to the City of Memphis or to the Union and not heretofore specified hereunder shall be given to the Director of Human Resources of the City where applicable in writing by certified mail. Any notice to be given to the Union, shall be in writing by certified mail addressed to the Executive Director, Local 1733, American Federation of State, County and Municipal Employees, AFL-CIO, 485 Beale Street, Memphis, TN 38103.

**ARTICLE 34  
JOB CLASSIFICATION PAY GRADES AND APPENDIX A**

**GRADE 7**

GENERAL CLERK A

SECRETARY B

**GRADE 6**

GENERAL CLERK B

SECRETARY C

**Effective July 2, 2009**

**GRADE 9**

Secretary B

**GRADE 8**

General Clerk A

Secretary C

**GRADE 7**

General Clerk B

**ARTICLE 35  
RETIREMENT**

Pension benefits for employees in the City of Memphis Pension Plan shall be calculated in accordance with applicable provisions and rules of the Pension Ordinance effective at the time such employees retire.

**ARTICLE 36  
WAGES**

Effective July 1, 2011 through June 30, 2012, the current wage rates of employees covered by this Agreement will be increased by zero (0%) percent.

Effective July 1, 2012 through June 30, 2013, by February 1<sup>st</sup>, 2012 either party may request to reopen the wage Article for negotiations. The negotiations will be conducted in accordance with the Impasse Ordinance.

<b>Wage Rates</b>	<b>Effective July 2011</b>	<b>Hourly</b>
Grade 9 (Secretary B)		\$13.71
Grade 8 (Secretary C & General Clerk A)		\$12.58
Grade 7 (General Clerk B)		\$11.59

**ARTICLE 37  
LONGEVITY PAY SCHEDULE**

Effective July 1, 2008, all employees in the bargaining unit shall receive a length-of-service bonus according to the following table of service:

	<b>July 1, 2008</b>	<b>July 1, 2009</b>
Beginning of the 4 <sup>th</sup> Year	\$27	\$27
Beginning of the 6 <sup>th</sup> Year	\$37	\$37
Beginning of the 11 <sup>th</sup> Year	\$48	\$48
Beginning of the 16 <sup>th</sup> Year	\$59	\$59

**ARTICLE 38  
TERM OF AGREEMENT**

1. This Memorandum of Understanding expressed herein in writing constitutes the entire agreement between the parties and shall become effective July 1, 2011, and shall remain in effect through June 30, 2013.
2. The provisions of this Memorandum of Understanding may be re-opened for negotiations upon written request by the Union no earlier than 120 days and no later than 60 days prior to the stated date of impasse immediately proceeding June 30, 2013.
3. During subsequent negotiations, if any, ALL Articles pertaining to non-economic items in this agreement shall remain in effect until the expiration of this Memorandum.
4. The parties acknowledge that during the bargaining which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the

parties, after the exercise of that right and opportunity, are set forth in this agreement. Therefore, the City and AFSCME, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to, or not settled, during bargaining, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

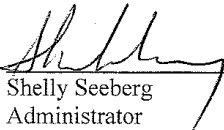
IN WITNESS WHEREOF, the parties have set their hand this, the 31<sup>st</sup> day of May, 2011 to place into effect the provisions of this Agreement.

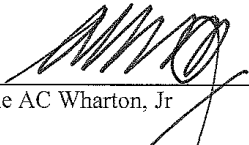
FOR THE:

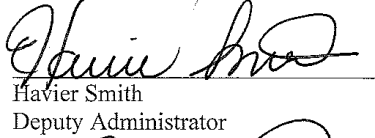
FOR THE:

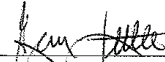
AMERICAN FEDERATION OF STATE  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO, LOCAL 1733 (CLERICAL)

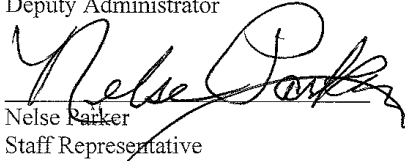
CITY OF MEMPHIS

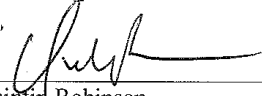
  
Shelly Seeberg  
Administrator

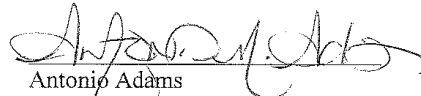
  
Honorable AC Wharton, Jr  
Mayor

  
Javier Smith  
Deputy Administrator

  
George M. Little  
Chief Administrative Officer

  
Nelse Parker  
Staff Representative

  
Quintin Robinson  
Director, Human Resources

  
Antonio Adams  
Chief Negotiator