

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**CITY OF MEMPHIS**  
**and**  
**AMERICAN FEDERATION OF STATE,**  
**COUNTY AND MUNICIPAL**  
**EMPLOYEES**  
**AFL-CIO, LOCAL 1733**



**Police Property & Evidence and Photo Lab**

**Effective**  
**July 1, 2017**  
**Through**  
**June 30, 2021**

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## **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 ensure the well-being of said employees and the efficient and economical operation of the departments 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 employees in classifications specified in Appendix A of this Memorandum of Understanding, in the Police Services Division 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.

## **ARTICLE 2 MANAGEMENT RIGHTS**

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. Work rule changes shall be discussed with the Union in advance of change.

The City has the right to reprimand, 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 contained in this Memorandum of Understanding except as otherwise provided within this Memorandum of Understanding.

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. The exercise by the City of, or its waiver of, or its failure to exercise its full right of management of decision on any matter or occasion will not be a precedent or be

binding on the City, nor the subject or basis of any grievance, nor admissible in any arbitration proceeding. The City's inherent right of management will not be amended or limited by any claimed or unwritten custom, past practice or informal agreement or by any claim the City has claimed or condoned or tolerated any practice or any act or acts of any employees.

### **ARTICLE 3 GENERAL PROVISIONS**

**Section 1.** The Union and City agree that no employee shall be discriminated against, harassed or discharged because of Union membership, sex, marital status, race, religion, creed, national origin, political affiliation, or disability within the meaning of the Americans with Disabilities Act, or for exercising the use of the grievance procedure. Any language herein which uses a gender specific pronoun shall be interpreted to include persons of both genders.

**Section 2.** An employee who alleges unlawful discrimination may grieve the matter and such grievance shall not affect the employee's right to file a complaint with any appropriate state or federal agency.

**Section 3.** Every employee has the right to join and the right not to join the Union. The City and the Union shall not coerce, intimidate, harass or in any other way discriminate against any employee who exercises his right to join or not join the Union or his right to continue or discontinue membership in the Union. No employee shall be granted or denied promotion or any other benefit because of membership or lack of membership in the Union.

**Section 4.** The employer will not engage in aiding, encouraging, supporting and assisting in any way any other Union, employee group or organization seeking to represent employees covered by this agreement. No general meeting of bargaining unit employees which excludes union members shall be held.

**Section 5.** This provision is not subject to grievance. Any employee covered by this Memorandum of Understanding may seek any assistance available in the Human Resources Division and such action shall not affect the employee's right to file a complaint with any appropriate state or federal agency. Also, any employee covered by this Memorandum of Understanding may file a complaint with any appropriate state or federal agency without first seeking any assistance available in the Human Resources Division.

**Section 6.** Nothing herein is intended to be in conflict with federal, state or local laws or regulations having the force and effect of laws, and the parties recognize and agree that any provision herein which is in conflict therewith shall not be applicable. Further, the parties agree that if any properly and hereafter enacted law or regulation, particularly any City ordinance, provides rights or benefits to all other City employees, the employees of this bargaining unit shall receive the same benefits.

**ARTICLE 4  
UNION STEWARDS  
AND UNION REPRESENTATION**

**Section 1.** The City recognizes and shall deal with the designated Union Steward, appropriate Union Chapter Chairpersons, Local President, and representatives of the American Federation of State, County and Municipal Employees, whether local union representative, 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 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 approval of the Division Director, which permission shall not be unreasonably withheld.

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

**Section 4.** The appropriate Union Steward 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 Steward, 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.

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

Any grievance, defined as a dispute covered by this agreement over the application, meaning, or interpretation of specific provisions 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 five (5) 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 Manager/Supervisor of Police Personnel within five (5) working days of the immediate supervisor's response. The Manager/Supervisor of Police Personnel shall discuss the matter, upon receipt of the written grievance from the Union, with the aggrieved employee, and the Chief Steward. The Manager/Supervisor of Police Personnel 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 five (5) working days of the Manager/Supervisor of Police Personnel'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, General Services Chapter Chairperson and the Steward. Within ten (10) working days thereafter the Division Director or designee shall deliver his 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 fail to respond within time limits provided herein, the grievance shall be upheld in favor of the grievant.

**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 twenty (20) 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 Mayor, with a copy by regular mail to the Director of Human Resources. 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.

## **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 of 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 or the employee's attorney if represented. 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 witnesses shall be required to attend unless the arbitrator determines the request is untimely or unreasonable. Oral requests for any such witnesses may be made at any time and shall be honored if reasonable to do so, at the discretion of the arbitrator.

## **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. In any case involving suspension or discharge, the employee may elect to initiate the grievance procedure at the third step. A Steward must be present when any of the above levels of discipline are issued to an employee.

**Section 3.** The employee, his Steward and the Union will be notified in writing when an employee has been suspended or discharged. The notice to the employee shall be in writing and shall set forth the reasons for the disciplinary action. 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 (except for drug and/or alcohol related offenses) 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 or the unlawful influence of a controlled substance, as determined by the supervisor, shall be immediately sent home and suspended for five (5) days in addition to the day sent home for a first offense. A second offense shall cause the employee to be subject to termination.

## **ARTICLE 8 MAJOR INFRACTIONS**

It is agreed that major infractions, defined as a serious violations, are limited to the following:

1. Reporting for work or being found at work under the influence of illegal (or non-prescribed) drugs and/or alcohol (includes drinking any alcoholic beverages during the scheduled work day).
2. Fighting, except to the extent reasonable as self-defense.
3. Stealing from the public or other employees or stealing from the Employer.
4. Willfully or recklessly damaging City property or the property of others.
5. Gross insubordination.
6. Accepting or soliciting a bribe or payment in connection with any assigned duty or City work responsibility.
7. Unauthorized use of City property.

8. Possession of a firearm or other weapon at the work site or on the person.
9. Proven fault in the operation of a vehicle or other power driven equipment resulting in an accident involving injury or property damage in excess of \$4,275.00.
10. The use, sale, distribution or possession of illegal drugs, e.g.: cocaine, crack, heroin, marijuana.
11. Sleeping on the job, except for accidental dozing or when in transit as a passenger to or from a work site.
12. Harassment.
13. Intentionally falsifying City records or reporting information known to be false.
14. Operating a City vehicle or a private vehicle on City business without a valid Tennessee license.
15. Incarceration for longer than five (5) scheduled work days.
16. Conviction of a felony.
- 17) 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 employee's scheduled vacation, additional time (or an additional day's 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:

<b>SERVICE CREDIT</b>	<b>SERVICE CREDIT</b>	<b>EXPLANATION</b>
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)	<b>if hired on/after July 1</b>
	10 days (80 hours)	<b>if hired before July 1</b>

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 preceding 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 this 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 15 each year.

The Manager/Supervisor of Police Personnel 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/Supervisor of Police Personnel. 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/Supervisor of Police Personnel. 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:

<i><b>Service Credit</b></i>	<i><b>Accrual Rate Effective Date</b></i>	<i><b>Accrual Rate Per Month</b></i>
Up to 5 years (5 year period)	First month of employment	1 day (8 hours)



5 years up to 9 years (4 year period)	First month after 5-year anniversary	1½ days (12 hours)
9 years up to 14 years (5 year period)	First month after 9-year anniversary	2 days (16 hours)
14 years or more	First month after 14-year anniversary	2½ days (20 hours)

**EXAMPLE:**

Date of Employment: 12/15/2001 (Accrues 1 day per month)\*

5<sup>th</sup> year anniversary: 12/15/2006 (Accrues 1 ½ days per month beginning  
01/15/2007)

9<sup>th</sup> Year anniversary 12/15/2010 (Accrues 2 days per month beginning 01/15/2011)

14<sup>th</sup> year anniversary 12/15/2015 (Accrues 2 ½ days per month beginning 01/15/2016)

*\* New employees are only eligible to use accrued sick leave time after two consecutive calendar months of employment.*

- 1) One (1) day for each month of service during the first five (5) years of service.
- 2) One and one-half (1 ½) days for each month of service during the sixth (6<sup>th</sup>) through the ninth (9<sup>th</sup>) year of service.
- 3) Two (2) days for each month of service during the tenth (10<sup>th</sup>) through the fourteenth (14<sup>th</sup>) year of service.
- 4) Two and one-half (2 ½) 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, except military leave.

Pay for holidays that occur while an employee is on sick leave shall be charged as 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 his doctor's statement to his Supervisor upon return to work.

**Section 2.** It is the responsibility of the employee to notify the immediate supervisor prior to the time to report for work if the employee will be absent due to illness. Such notice is required each day of absence unless and until a statement from the employee's physician has been furnished which documents the necessity for and period of the absence.

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's statement must cover all time starting with the third day on which the employee misses any work due to the 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<sup>rd</sup>) consecutive work day 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 his sick days, providing he has adequate sick leave accumulated to cover such hospitalization, the City shall, upon notification and request, place him on sick leave status. The employee is required to submit a physician's statement 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 duties.

**Section 4.** Regular full-time 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 provisions may result in the employee's claim being denied and appropriate disciplinary measures may be taken for just cause. Proven cases of abuse may require an employee to submit a physician's statement for a single day absence, such requirements not to 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 of 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 date it is earned. Bonus days will be earned in a like manner for subsequent three (3) month periods so that an employee may earn up to four 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 problems. Toward this end the City and the Union agree representatives of the employee assistance program will meet with Union officials at a mutually agreed time, to inform them of program services, objectives and benefits and generally to educate those in attendance about the program.

The City will take reasonable measures to assure that employees are referred to counselors or others who are within the employee's health care network.

**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 department 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 to all 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 by the Family

Medical Leave Act. Such leave shall be upon recommendation of the Division Director of 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.

**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, 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, full wages will be paid for scheduled days of work from which the employee is necessarily absent because of the death, but not beyond a maximum of three (3) days. Immediate family includes husband, wife, father, mother, brother, sister, son, daughter, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, great-grandparents, grandparents-in-law, brother- or sister-in-law, son- or daughter-in-law, step-parents and properly established foster parents (employee would have to have lived in the household), and legally established foster child currently residing in the employee's home.

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. However, approval for payment provided in this article shall not be unreasonably withheld.

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, shall be rescheduled or extended pursuant to the provisions of this Article and Article 10 - Vacations. 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.

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

In the event of the death of a regular full-time 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 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 full-time 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, employees may be discharged without constituting a breach of this Memorandum, except as provided in the non-discrimination clause. 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 and agreed to by the Union.

**Section 2.** An employee shall be terminated and dropped from payroll and lose seniority for the reasons listed below:

1. Quits job.
2. Is absent for three (3) consecutive work days, or in the event the employee is detained by a law enforcement agency for five (5) consecutive work days, unless proper notification with reasonably satisfactory reason is given to his immediate supervisor.
3. Does not report to work for three (3) consecutive work days or in the event the employee is detained by a law enforcement agency, for five (5) consecutive work days after the expiration of a Vacation, or authorized leave of absence unless proper notification with a satisfactory reason is given to his immediate Supervisor.
4. Fails to notify the City, within ten (10) working days of the date a recall letter is mailed, stating whether or not the employee intends to report for work after a lay-off. A copy of the recall letter will be sent to the Union office.
5. Is discharged for just cause.
6. Is laid off for two (2) years.

**Section 3. Lay-off.** 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 the force or elimination of a position, lay-off will be made by first laying off probationary employees in a classification. Further reductions will be made by laying off the least senior employees in the affected classification. Such employees may bump employees with less seniority in lower classifications, 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 or 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 transfers or assignments or reassign employees to positions covered by this Agreement other than those they normally perform in order to meet the requirements of the operation of the Service Center.

If the transfer or assignment is to a higher paid classification, the highest senior qualified available employee at a work location must be given first choice for the position. If such temporary vacancy continues for the next day or more, it will be filled by the highest senior qualified employee at the reporting location.

Any employee temporarily transferred, assigned or reassigned, shall be paid either at his rate of pay or at the starting rate of pay for the classification he replaces, whichever is highest, from the first hour worked.

Temporary transfers shall be for a period of no longer than ninety (90) working days. An employee may be transferred for one – ninety day period per calendar year or two – fifteen (15) day periods per calendar year.

**Section 5.** Notices of all vacancies will be posted for all personnel on employee bulletin boards, and copies of said vacancies will be sent to the Union Office within three (3) days following the decision to fill the vacancy. Employees may make application within ten (10) days at the Police Services Division Office or the City's Human Resource Office. Bid notices will be posted as near as possible to the date typed on said notice, and remain posted for a ten (10) day period. The City will make every effort to fill the vacancy within five (5) days after the ten (10) day application period.

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

**Section 7.** The agreed-to seniority list shall be provided by the employer on request but not more often than monthly. Personnel records 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 desired.

**Section 8.** Bidding down for positions can only be done when there is a vacancy.

**Section 9.** The Officers and Stewards designated in writing, by the Union, shall have super seniority in their respective areas during their tenure in office, but only in matters affecting their retention as employees.

## **ARTICLE 17 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 ten (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. 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 period shall be scheduled during each one-half ( $\frac{1}{2}$ ) shift. The rest period is 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 18 REPORTING, CALL BACK AND STANDBY-PAY**

**Section 1. Reporting Pay.** 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 four (4) hours of pay.

**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 his/her regular shift and is called back will be guaranteed a minimum of four (4) hours pay. No employee will be 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. This provision shall not apply if the employee is provided a beeper or cell phone and is free to use the stand-by time for personal activities.

**Section 4. Inclement Weather.** Employees shall not be required to work outside during severely inclement weather except in cases of emergency, which is understood to mean those cases that could not be foreseen or postponed. Inclement weather includes but is not limited to the following conditions: snow, ice, rain, thunderstorms, tornadoes, or temperatures of fifteen (15) degrees Fahrenheit and under. An employee who reports to work at his assigned time and who has not been notified in advance not to report, or is notified not to report to work, shall be paid a minimum of four (4) hours straight time pay. When emergency work is required, the Police Services Division shall provide suitable equipment for the employees' protection. When an employee reports to work and works in snow or ice conditions, he shall be paid twenty-five (\$.25) cents per hour for each hour worked in addition to the established rate of pay. Snow and ice conditions shall be determined by the days the City of Memphis School system is closed.

## **ARTICLE 19 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 to two (2) Stewards and two (2) managers or supervisors to be 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 this Memorandum.

## **ARTICLE 20 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.

Employees shall be furnished necessary protective clothing and equipment as required by appropriate authority, such as OSHA, EPA or CDC.

The City shall furnish annual inoculations protecting against tetanus, typhoid, typhus, and influenza when such inoculations are available, requested by employees and 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 21 ON THE JOB INJURY**

All on-the-job injuries are subject to any OJI Policies, rules and procedures applicable to all City of Memphis employees and shall not be subject to grievance and arbitration.

## **ARTICLE 22 BULLETIN BOARDS**

The employer agrees to provide a bulletin board where official notices of Union

matters may be posted by Union representatives. They shall be in a conspicuous place and accessible to Union representatives.

**ARTICLE 23  
OVERTIME**

Overtime shall be paid at time and one-half (1½). The City's work week for overtime purposes begins at 12:01 a.m. Saturday 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 and overtime shall be mandatory in case of an emergency.

Planned overtime shall be offered according to seniority in the classification on a rotating basis. If the most senior person declines to accept then the next in seniority shall be offered and so on. 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.

Hours paid for holiday pay will be counted as hours worked for the purpose of computing overtime pay, except when the holiday falls on an employee's regular scheduled work day.

**ARTICLE 24  
UNIFORMS**

Uniforms shall be provided for employees at no cost to the employee. The style of the uniform shall be decided by mutual accord, no later than August 1, 2017, with proper regard for the anatomical differences between males and females.

Uniform allotment shall be provided no later than August 1<sup>st</sup> of each year.

All employees will be required to wear uniforms during work hours. Uniform allowances shall be:

First Year Regular, Full-time Employee	\$325.00
After First Year	\$305.00

**ARTICLE 25  
ARDUOUS, HAZARDOUS OR UNPLEASANT WORK**

Any employee performing hazardous, arduous, unpleasant work or handles biohazard material will be paid a premium of six percent (6%) in addition to their regular rate of pay for all hours during which they are required to perform this type of work. This payment shall be in addition to any other rate that may apply to the job. The job activities to which this provision will apply shall be mutually agreed upon by the Union and the City and become a part of this agreement. If the parties cannot agree, that matter shall be submitted as a grievance at Step 4 of the grievance procedure. The following positions shall receive six percent (6%) premium for arduous, hazardous, unpleasant work or handles biohazard materials:

**POLICE SERVICES:**

Photo Lab Technician

Property Room Attendant

**ARTICLE 26  
SHIFT DIFFERENTIAL**

In addition to the established wage rates, the City shall pay all employees working shifts reporting between 3 p.m., and 6 p.m., an hourly premium of twenty (\$.20) cents all hours worked during this shift and for those employees working shifts beginning between 9 p.m. and 12 a.m., the City shall pay a premium of thirty (\$.30) cents for all hours worked during this shift.

Employees, who are assigned to these respective shifts and who serve for a period of six (6) consecutive months, shall, at the beginning of the seventh (7<sup>th</sup>) consecutive month, receive an increase of twenty (\$.20) cents per hour for employees

whose shifts begin between 3 p.m. and 6 p.m., and twenty-five (\$.25) cents per hour for all employees whose shifts begin between 9 p.m. and 12 a.m. It is also agreed that any employee who works three (3) hours or more into either of the two shifts specified above shall receive the amount of the differential specified for that shift for the number of hours worked within that shift.

It is also agreed by the parties that for purposes of vacation, on-the-job injuries, sick leave pay, holidays and bonus days, that the rates paid for shift differentials shall be considered part of base pay.

When a work group, or employees from within the work group, whose normal shift is Monday through Friday is reassigned to a shift that includes Saturday and Sunday, a premium of twenty-five (\$.25) cents per hour shall be paid for all hours worked on Saturday and Sunday in addition to the established rate of pay.

The parties further agree that seniority by classification shall control assignments and that annually employees will be given opportunity to change shifts.

## **ARTICLE 27 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.



<u>Age</u>	<u>Reduced to the following percentages</u>
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. Retiring employees, 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 free life insurance.

## **ARTICLE 28 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. Enrolled employees shall pay 30% of the total cost of the health plan and the City shall pay 70% of the total cost. 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 City-wide basis.

The City agrees that during the term of this Memorandum, the City and the Union may enter into joint discussions of employee health care needs such as hospitalization, surgical, dental, optical, out-patient, X-ray benefits which would serve to improve health services or benefits not now included or provided in the existing self-funded program, they shall be discussed beforehand with the Union and be made applicable to the employees covered by this Memorandum.

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 29 TRAINING**

The City and the Union recognize the need for the training and development of employees to fulfill the City's requirements for maintaining the efficiency of operations and service. The City and the Union agree that employees shall be free and unencumbered to suggest, recommend, and/or request additional training with the intent of providing opportunity for self-improvement and upgrading.

To meet these objectives, the City may from time to time provide training opportunities to employees of the bargaining unit. Mandatory training shall be conducted during hours considered as hours worked. Should training be offered on a voluntary basis, it may be offered during working time or on the employee's own time. If on the employee's own time, it will be unpaid, unless otherwise agreed by the City and the Union.

Employees shall be notified of training opportunities offered generally to employees on a City-wide basis and the parties agree to encourage employee participation. From time to time, as the need arises the Union and the City may provide training opportunities on a joint basis. Such training will be arranged between the parties and shall require the approval of the Director of Human Resources and the Executive Director of the Union.

**ARTICLE 30  
CONTRACTING AND SUBCONTRACTING**

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 Union's 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 31  
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. Such agreement will not be unreasonably withheld.

Names and addresses of new employees in the bargaining unit will be provided to the Union upon request to the Supervisor of Police Personnel.

### **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 32  
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 City agrees that it will not lock out employees during the term 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 33  
SAVINGS CLAUSE**

Should any article, section or portion of this Memorandum of Understanding be held unlawful and unenforceable by any court of competent and final jurisdiction, such decision of the court shall apply only to the specific article, section or portion involved and shall not invalidate the remaining portions of this Memorandum of Understanding.

**ARTICLE 34  
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 City's Director of Human Resources 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 35  
TERM OF AGREEMENT**

1. The parties hereto agree upon a 4-year term of agreement effective July 1, 2017 through June 30, 2021, except that upon notice by either party in 2018, 2019, and 2020 by February 1, the wage article may be reopened in accordance with the negotiations timeline and procedure for economic items set forth in City of Memphis Ordinance No. 5639, with any changes to become effective July 1 of the respective year and remain throughout the remaining term of the agreement.
2. Upon notice by either party, non-economic articles will be reopened in 2018 only, in conjunction with the related negotiations timeline and limitations set forth in City of Memphis Ordinance No. 5639.
- 3.. 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.

**ARTICLE 36  
WAGE RATES**

<u>Hourly Wage</u>	<u>Effective January 1, 2017</u>
Photo Lab Technician	\$ \$15.35
Property Room Attendant	\$ \$17.84

**Performance Bonus Program**

The City of Memphis may establish a performance bonus program to reward excellent service based on performance goals set by management and subject to funding during the program year. The City of Memphis will consult with representatives of this bargaining unit prior to establishing performance goals for this program. The program year will be July 1 to June 30 during any year the program is operational. Any bonuses awarded under this program shall not be subject to the grievance process. However, if an employee wishes to dispute management's assessment of the performance goals, then the employee may appeal the assessment within 5 days of notice to the Division Director or designee for a final decision.

**ARTICLE 37  
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 38  
LONGEVITY**

Effective July 1, 2017, all employees in the bargaining unit shall receive a length of service bonus according to the following table of service:

	<u>July 1, 2017</u>	
Beginning of the 4 <sup>th</sup> year	\$26	
Beginning of the 6 <sup>th</sup> year	\$38	
Beginning of the 11 <sup>th</sup> year	\$49	Beginning of the 16 <sup>th</sup> year \$60
Beginning of the 21 <sup>st</sup> year	\$71	
Beginning of the 26 <sup>th</sup> year	\$99	Beginning of the 31 <sup>st</sup> year \$132



