

MEMORANDUM OF UNDERSTANDING

Between

THE MEMPHIS CITY SCHOOLS

and

**LOCAL 1733 OF THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES**

AFL-CIO

EFFECTIVE

NOVEMBER 1, 2004 THROUGH OCTOBER 31, 2007

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ARTICLE 1

PREAMBLE

This Memorandum of Understanding is entered into between the Board of Education of the Memphis City Schools, hereinafter referred to as the "Board", and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 1733, hereinafter referred to as the "Union." The term "Board" is used interchangeably with the Memphis City Schools for administrative purposes in the Memorandum of Understanding.

ARTICLE 2

PURPOSE

It is the purpose of this Memorandum of Understanding to promote and insure harmonious relations, cooperation and understanding between the Board and the employees covered hereby; to insure the well-being of said employees and the efficient, economical and continuous operation of the departments in which they are employed; to establish and maintain a basic understanding relative to personnel policies, practices and procedures, including wages, hours and other conditions of employment, and to provide means for amicable discussion and adjustments of disputes.

ARTICLE 3

RECOGNITION

The Board hereby recognizes the Union as the sole and exclusive bargaining agent for certain employees of the Board including custodial lead helper, custodial, custodial stadium workers, and Nutrition Services (cafeteria and Central Nutrition Center) employees, truck drivers, fork lift operators, mail clerks, warehousemen and warehouse clerks, excluding office clerical, administrative and academic employees, guards and supervisors (including supervising building engineers and assistant supervising building engineers, nutrition services managers, nutrition services manager trainees, and assistant nutrition services managers, nutrition services satellite assistant managers, foremen and assistant foremen, and warehouse supervisors) and employees in the Maintenance Division, in respect to rates of pay, wages, hours of employment, or other conditions of employment to the full extent provided by the Charter of the Board of Education of the Memphis City Schools and the laws of the State of Tennessee.

Any new jobs created by the Board and filled by employees in the bargaining unit shall be added to this Article by way of amendment, and a wage rate shall be negotiated between the Union and the Board for such position.

ARTICLE 4

POLICY

Section 1. The Parties agree that the welfare of the students of the Memphis City Schools is paramount in the operation of the schools and the Union on behalf of the bargaining unit employees agrees to cooperate fully with the Board to provide quality services to the children of the Memphis City Schools.

Section 2. The Board and the Union shall not interfere with nor discriminate in respect to any term or condition of employment against any employee covered by this Memorandum of Understanding because of membership, or nonmembership in the Union, or participation or nonparticipation in the grievance procedure as hereinafter described.

Section 3. There shall be no discrimination by the Board or by the Union as to race, color, creed, national origin, sex, age, marital status, nor political affiliation.

Section 4. The Board shall not encourage membership in another Union nor shall the Union solicit membership during working hours. While recognizing the Board's right to direct the work force, the Parties agree that neither the Board nor the Union, nor will any employee coerce, harass or intimidate any employee of the Board of Education.

ARTICLE 5

REMITTANCE OF DUES

Section 1. Permanent employees of the Board in the bargaining unit may authorize payroll deduction prorated as stated below from each payroll period an amount sufficient to provide for the regular payment of the current pay period as a rate of dues established by the Union. Payroll period deductions shall be prorated on the basis of the annual Union dues. No authorization shall be allowed for payment of initiation fees, assessments or fines.

Section 2. In the event Union members vote to increase Union dues, the Union shall notify the Board at least thirty (30) days prior to the effective date of the dues increase. The dues to be deducted shall be certified to the Board by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement showing the name, address and job code of each employee to the Treasurer of the Union by the tenth (10th) day succeeding the pay from which such deductions are made. The Union will indemnify and hold the Board harmless against any claims made or against any suits instituted against the Board on account of payroll deductions or Union dues. The Union agrees to refund to the Board any amount paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

Section 3. Deduction will be made and remitted to the Union only on the basis of voluntary individual authorization signed by the employee and forwarded to the Board. 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 an employee is in nonpay status for an entire pay period, no deductions of dues will be made to cover that pay period from future earnings.

In the case of an employee who is in nonpay status during only part of a pay period and the wages are not sufficient to cover the full deduction, no deduction shall be made, all other employee legal and required deductions having priority over dues. Any employee who executed a written assignment authorizing payroll deduction prior to any authorized leave shall upon returning on payroll have his dues deduction resumed.

Section 4. Authorization shall be irrevocable for a period of one (1) year and shall automatically be renewed unless the employee revokes such authorization by signing a cancellation card provided by the Union in the Union business office within the ten (10) day period immediately preceding the anniversary date of the authorization. The Union shall notify the employer of said cancellation. Authorizations will be canceled upon termination of employment.

ARTICLE 6

UNION STEWARDS AND UNION REPRESENTATION

Section 1. The Board recognizes and shall deal with the accredited Union Stewards, Chapter Chairperson and Grievance Committee, consisting of the Chapter Chairperson as chairperson and three (3) stewards as committee members.

There shall be no more than two (2) stewards per location per shift (one for nutrition services and one for custodial), three (3) stewards for the Mallory Warehouse, one (1) steward for the administration building warehouse, one steward per shift at the Central Nutrition Center, and one (1) steward per rotating night crew. Stewards can only represent the employees assigned to their shift in their departments.

Employees now covered by the Memorandum of Understanding shall not have their right to Union representation reduced or removed as a result of any reorganization instituted by the Board.

Section 2. A written list of the Union Stewards (such list to outline the area to be represented by each steward), Chapter Chairperson and the Grievance Committee shall be furnished to the Board immediately after their designation and the Union shall notify the Board promptly of such stewards or changes thereof.

Section 3. The appropriate Union Steward within the area and/or the Grievance Committee shall be granted reasonable time off at reasonable times during working hours to handle and settle grievances at their respective grievance steps, without loss of pay, provided these matters are conducted on Board premises.

- a. All Union Stewards and representatives referred to in this Section who are allowed time for the purpose of handling grievances that arise under their jurisdiction shall notify their respective supervisors as far in advance as possible when it is necessary to leave their work stations for such purposes and when they return, and otherwise shall cooperate with the Board by observing whatever reasonable time-keeping procedures as may be needed to record time properly or to avoid abuse of the foregoing rights or privileges. Permission to handle grievances will not be delayed unreasonably.
- b. A Union staff representative, upon request by the Union, shall be admitted to the buildings and grounds of the Board during work hours for the purpose of periodic visitation with bargaining unit employees, excluding investigating or handling of complaints, provided any such staff representative first reports the location and time of each visit to the Superintendent's designated representative. Upon arrival at the location, the Union representative shall contact the school principal, warehouse supervisor, or his designated representative. Any such visits by the Union representative shall not interfere with the normal work of the employees being visited.

Section 4. A negotiation committee consisting of not more than ten (10) employees shall be selected by the Union to represent it in collective bargaining negotiations. The Board shall be notified by registered or certified mail of the names of committee members and successors. Negotiation committee members shall notify their respective supervisors when it is necessary to leave their work stations for such purposes and when they return in accordance with the requirements of Section 3(a).

ARTICLE 7
SETTLEMENT OF DISPUTES

Section 1. A grievance is defined as a dispute between the Parties as to the meaning, application or interpretation of any specific provision of this Memorandum of Understanding.

Section 2. The term "grievant" is defined as any permanent regular employee in the bargaining unit.

Section 3. Employees have the right to be accompanied, represented, and advised by a Union representative in presenting grievances, which shall be handled exclusively in the following manner:

Step 1. Within five (5) working days after the occurrence, the grievance shall be taken up, in writing, on the form attached to this Memorandum by the employee, or employees and/or the Union Steward with the immediate supervisor, who shall attempt to adjust the grievance. Such adjustment must be made in writing within five (5) working days after the grievance is taken up with the immediate supervisor.

Step 2. If a satisfactory agreement is not reached in Step 1 above, the employee and/or the Union Steward and the chapter chairperson or in the absence of the chairperson the chapter secretary, with advance notice to the Division of Labor and Employee Relations, shall be allowed five (5) working days to present the same in writing to the next level supervisor or his designated representative, who shall endeavor to settle the grievance and who shall respond in writing within five (5) working days.

The following are the supervisors referred to in Steps 1 and 2 of this Article for the respective departments in which employees in the bargaining unit are employed:

Step 1.

Custodial	Cafeteria	Warehouse	Central Nutrition Center
Supervising Building Engineer or Assistant Supervising Building Engineer, as the case may be	Nutrition Services Manager	Warehouse Foreman or Assistant Foreman if no Foreman is available	Central Nutrition Center Manager

Step 2.

School Principal Building Administrator	School Principal Building Administrator	Warehouse Coordinator	Central Nutrition Center Administrator
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Step 3. If no satisfactory settlement is reached in Step 2, the grievance may be taken up in writing by the employee, Union Steward and/or the Union Grievance Committee, and the staff representative with the Superintendent or his designated representative within five (5) working days after the response of the supervisor at Step 2. The Superintendent or his designated representative shall respond, in writing, within ten (10) working days.

Failure of the Superintendent or his designated representative to respond within the time limits of Step 3 will result in the Board granting the grievance, provided that the requested disposition of the grievance falls within the definition of grievable matters herein. This section does not apply to a grievance when discipline is an issue.

Step 4. If the grievance is not settled at Step 3, the Union may submit the grievance to Arbitration by submitting to the Superintendent or his designated representative a joint request form for a list of seven (7) arbitrators to be supplied by the Federal Mediation and Conciliation Service. This request by the Union to the Superintendent or his designated representative for arbitration must be submitted within ten (10) working days after the response at Step 3 by the Superintendent or his designated representative. Upon receipt of the joint request form from the Union, the Superintendent or his designated representative, within seven (7) working days, shall sign such request and forward it to the Federal Mediation and Conciliation Service. Within ten (10) working days of receipt of the list of arbitrators, a representative of the Union shall advise the Superintendent or his designated representative that a representative of the Union is available to select an arbitrator to hear the grievance. Selection from the list shall be made by each Party alternately crossing out a name until only one (1) remains. It is understood that time is of the essence in regard to the selection of an arbitrator and the failure of the Union to initiate any action required by this paragraph in a timely fashion will result in the grievance being considered to have been withdrawn.

The Local Union President may attend grievance hearings as a nonparticipating observer at Step 3 and Step 4 of the grievance procedure with prior notice to the Board at step 3 and step 4.

Section 4. Union staff representatives, upon request of the Union, shall be admitted to the buildings and grounds of the Board during work hours for the purpose of assisting in, adjusting or investigating grievances after the Step 2 response is received and prior to presenting the grievance at Step 3; and prior to presenting the grievance at Step 4, provided any such staff representatives first reports the nature, location and time of such visit to the Superintendent's designated representative, who may designate a representative of the Board to accompany the Union representative to assist in the adjustment of the grievance. Upon arrival at the location the Union representative shall contact the school principal, warehouse supervisor, or his designated representative. Any such visits by the Union representatives shall not interfere with the normal work of the employees at the location being visited.

Section 5. The arbitrator selected to hear such grievance shall not have the authority to add to, subtract from, change, modify or alter in any way provisions of this Memorandum of Understanding or impose on any Party hereto a limitation or obligation not explicitly provided for in this Memorandum of Understanding, except that the arbitrator shall have authority to assess against any Party who fails to proceed and present its case in full at the designated time and place established by the Parties, and the arbitrator is present, all costs for the arbitrator's services including transportation and other costs of the proceeding for the delayed hearing.

It is further agreed that the Parties shall abide by such arbitrator's decision unless the Board shall determine that the decision and/or award usurps the authority and responsibility solely vested in the Board as elected officials under the Charter of the Board of Education and the laws of the State of Tennessee. Any decision or award that is set aside by the Board as outlined above shall become a matter of public record.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Board and the Union. However, each Party shall be responsible for compensating its own representatives.

Section 6. It is understood that if the Union fails to present grievances within the specified time limits at any step of the grievance procedure, the grievance shall be considered settled and shall not be considered for further appeal. Should the appropriate supervisor, except as otherwise provided in Step 3 of the grievance procedure, fail to accept or respond to a grievance as required by the grievance procedure, the

Union shall be entitled to present the grievance to the next step of the grievance procedure, provided that such action is taken within the time limits set forth for the Union to present grievances at the next appropriate step as defined in the grievance procedure.

Section 7. If by mutual agreement the Parties agree to extend the time limits for processing grievances, it is understood that all grievances which have not been processed further within six months from the date of the filing of the grievance shall automatically be considered withdrawn.

ARTICLE 8

DISCIPLINE AND DISCHARGE

Section 1. Disciplinary action or measures for just cause shall involve only the following progressive measures, except violations of major infractions where progressive steps may or may not be followed:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension not to exceed ten (10) days. Referral to the Department of Human Resources shall not be considered a suspension until the employee is so notified in writing by such Department of Human Resources. An employee referred to the Department of Human Resources for consideration for disciplinary action shall have the right to have present a Union staff representative, provided however that the employee must appear for the conference at the time assigned regardless of the availability of a Union staff representative, and provided further that Union staff representatives attending such conference shall not interfere with the conduct of the interview. Suspension of an employee for investigative purposes shall not necessarily be limited by this section.
- d. Discharge

Section 2. In selecting the type of discipline to be administered to an employee as described in Section 1 of this Article the employee's employment record for the period described in Section 5 of this Article and the seriousness of the offense be considered.

Section 3. A formal oral reprimand may be given to an employee, provided that the employee may at his option require the presence of his designated steward. In the event that no designated steward is available that work shift and at that location, for three (3) working days, the oral reprimand may be given in any event. A record of said discussion may become a matter of record but not a part of the employee's personnel folder except where referred to in a subsequent disciplinary measure.

Section 4. An employee who is disciplined by any measure mentioned above shall have a right to be represented by his steward at any step of the grievance procedure involved, if he so desires.

Section 5. It is understood that any employee who does not receive any disciplinary action for a period of twelve (12) months shall have his or her record cleared for the purpose of discipline.

Section 6. A regular employee shall be notified in writing of any suspension or discharge. Such notice shall set forth the reason for the disciplinary action. A copy of such notice shall be sent to the Union unless the employee involved specifically directs, in writing, that no notice be sent.

Section 7. Any regular employee who feels he has been unjustly dealt with in disciplinary matters shall have the right to grieve such matters. Grievances involving suspensions or discharges shall start with Step 3 of the grievance procedure when filed in writing within five (5) days of the occurrence.

Section 8. Any employee found to be unjustly suspended or discharged shall be reinstated and/or made whole for any losses as voluntarily agreed upon by the Parties or as directed by an arbitrator.

ARTICLE 9 GARNISHMENT

No disciplinary action shall be taken against any employee because of garnishment unless such action is in conformance with state and federal law. Further, such action shall be subject to the provisions of Article 7, Settlement of Disputes.

ARTICLE 10 PERSONNEL FOLDER

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 offered the employee. Employees shall be given an opportunity to answer, in writing, any discipline related evaluatory statement or any statement that the employee believes may reasonably lead to discipline. The answer shall be attached to the statement in the folder. Employees may from time to time review material compiled in their folder except pre-employment data. Any material or evaluatory statement upon which disciplinary action is based shall be removed from the employee's folder if the employee was not offered a copy.

ARTICLE 11 SENIORITY

Section 1. Seniority shall be defined as the actual length of an employee's continuous service with the employer in the bargaining unit from the latest date of permanent employment.

Section 2. A "regular employee" is defined as one who has been continuously employed with the Board on a permanent basis in the bargaining unit for a period of sixty (60) days.

Section 3. A "probationary employee" is defined as one who has not completed his first sixty (60) days of continuous service with the Board on a permanent basis in the bargaining unit. After completion of the probationary period, a new employee shall be entered on the seniority list, and shall rank in seniority from the latest date of permanent employment with the Board in the bargaining unit. During the probationary period, termination of employment shall not be subject to the grievance procedure.

Section 4.

- a. In the event of layoff, the Board will declare eligible for layoff, the employee(s), within the job classification, term of employment, and the location requiring the layoff, with the least amount of seniority. Substitutes at the location in the job classification and the term of employment to be affected by the proposed layoff shall be displaced before the layoff occurs.

- b. An employee to be laid off under subsection (a) of this section may exercise seniority to displace the employee with the least amount of seniority within his classification and term of employment. If the employee chooses not to exercise his seniority the employee will be laid off. If the layoff occurs within the warehouse, the layoff will be made by first laying off probationary employees in the warehouse. Further reductions will be made by laying off the least senior employee in the affected classification. Such employees may bump employees with less seniority in lower classifications when qualified to do the work. The employee shall be paid the rate of the classification into which he bumps.
- c. In the event of recall, employees shall be recalled in inverse order of layoff, within the classification and term of employment. No new employee shall be hired within a classification if there are employees subject to recall in the same classification.
- d. An employee being recalled from layoff will be notified by certified or registered mail or telegram to the employee's current address on file with the Board. It shall be the employee's responsibility to supply the Board with his current address.
- e. The yearly term of employment of an employee, whether 9, 10, 12 months, etc., is a condition of employment and the yearly ending and beginning of such employment shall not be regarded as layoffs or recalls. It is further understood that yearly term of employment throughout this agreement refers only to the number of months within the calendar year that an employee is scheduled to work.
- f. For purposes of recall, where a vacancy exists in a classification in the bargaining unit and no employees in the same classification are on layoff, employees on layoff in other classifications in the bargaining unit who are qualified and capable of performing the work of the vacancy will be given preference before a new employee may be hired to fill the vacancy. If an employee is recalled and offered the position and decides not to accept the position, he will remain on layoff and not be considered for any future vacancy arising outside his classification.

Section 5.

- a. Any employee in the bargaining unit whose scheduled work day consists of at least five (5) but less than seven (7) or eight (8) hours may exercise seniority to displace the seven (7) or eight (8) hour employee with the least amount of seniority within his job classification and term of employment. The displaced seven (7) or eight (8) hour employee shall replace the employee who exercised seniority.
- b. Any employee desiring to exercise his seniority in accordance with this provision shall so indicate by filing a request with the Department of Human Resources. Upon receipt of the notification from the employee, the Department of Human Resources shall be allowed ten (10) work days to effectuate the change.

Section 6.

For the purposes of layoffs, involuntary transfers, and reduction of hours, Union Stewards and officers shall enjoy preferential seniority. Only stewards and officers whose names appear on the most current list submitted to the Board by the Union and on file in the Division of Labor and Employee Relations may exercise such seniority.

Section 7.

- a. Notice of classification openings shall be posted on employee bulletin boards for five (5) working days when schools are in session, during which time employees may apply, in writing, to fill up to five (5) positions. Two and three hour positions will be posted twice a year. During the period when schools are not in session, notice of classification openings shall also be posted in the lobby of the Board Administration Building and copies sent to the Union office. (It is recognized that all schools may not be accessible during the period when schools are not in session). Employees in the bargaining unit shall be considered for such openings as follows and in the following order:
 - (1) A transfer within the same classification, same division, same or greater number of hours per day, same or different location, same or different shift, same or greater number of months worked.
 - (2) A promotion which is defined as a permanent advancement from one job classification to a higher paid job classification within the same division.
 - (3) A promotion which is defined as a permanent change from one job classification to a higher paid classification in a different division or to a classification in a different division with the same rate of pay.
 - (4) A reclassification which is defined as a permanent change from one job classification to another job classification in the same or different division with a lesser rate of pay.
 - (5) A transfer to an entry level position in the same division or in another division. (Entry level jobs are: Warehouseman, Custodial Helper, Cafeteria Helper I, and Cafeteria Helper II.)

The Board shall fill the opening by selecting from among the applicants who are qualified and capable of performing the job, the employee with the highest seniority within each of the above indicated categories.

Employees who receive a transfer within the same classification and same number of hours and months worked shall not be eligible for another transfer to the same classification and same number of hours worked for twelve (12) months from the date of the transfer.

The employee selected shall be given thirty (30) working days in which to demonstrate that he can perform the job satisfactorily. If he cannot do so, he shall be returned to his old job without loss of rights or privileges. Employees moving from one position to another position in the same job classification shall be exempt from the above thirty (30) working days demonstration period.

The permanent filling of any position which constitutes a promotion is subject to reopening for consideration by those employees who during the entire posting period were on sick leave, military training leave or vacation for a period not to exceed ten (10) days. Any employee seeking to take advantage of this provision must enter his bid within three (3) days after returning to work.

- b. The Board agrees to post information about new locations not less than fifteen (15) days prior to the time such locations are staffed in order to allow employees the opportunity of making application to such locations. If the Board is aware that a new location is scheduled to be opened at the beginning of a new school year, the Board shall post the information about the new location not less than fifteen (15) days before the end of the school year. Vacancies at new school locations shall be filled in accordance with the appropriate provision(s) of this Memorandum of Understanding.
- c. With respect to the opening of a new school term, the Board shall endeavor to return employees to the locations where they were at the end of the previous school term.

- d. All other vacancies, including but not limited to temporary, summer, and special projects, shall be filled in the discretion of the Board; however, the Board shall endeavor to assign its own employees to such positions.

Section 8.

Every six (6) months the Board shall post on all employee bulletin boards a seniority list of all employees in each department and shall simultaneously provide the Union with a copy thereof.

Section 9. An employee shall lose his seniority and be terminated if and when:

- a. He voluntarily quits.
- b. He is discharged for just cause.
- c. He retires.
- d. He fails to return to work from layoff within one (1) week of recall to work in his assigned classification.
- e. He fails to either accept or reject an offer of recall to work in a classification other than his assigned classification within one (1) week of said offer of recall.
- f. He is laid off for a period in excess of twenty-four (24) consecutive months.
- g. He is absent from work for three (3) or more consecutive work days without notifying his immediate supervisor and without a reasonable excuse.
- h. He overstays a leave of absence without reasonable cause.

Section 10.

- a. With respect to any annexation which occurs during the term of this Memorandum of Understanding, all employees of the Shelby County Board of Education at the time of annexation who are employed by the Memphis City Board of Education with job classifications covered in this Memorandum at the time that it assumes control of the annexed schools shall be granted seniority from the date of their most recent employment by the Shelby County Board of Education, provided, however, that each such former employee of the Shelby County Board of Education who is employed by the Memphis City Board of Education shall be subject to all the provisions in this Memorandum of Understanding.
- b. For purposes of determining the most recent date of employment by the County Board of Education, the information furnished by the County Board of Education at the time of annexation shall be used. Any questions regarding the most recent date of employment shall be resolved through the grievance procedure within sixty (60) days from the date when each employee becomes a regular employee with the Board in the bargaining unit. After this date the most recent date of employment shall not be subject to the grievance procedure.

Section 11.

An employee who returns by Board transfer to a position in the bargaining unit after occupying a position with the Board outside the bargaining unit for sixty (60) days or less shall accumulate and maintain continuous seniority from the most recent date of permanent employment.

ARTICLE 12

LEAVES OF ABSENCE

The Union recognizes on behalf of the bargaining unit employees that employee regular attendance is necessary and required for the orderly and efficient operation of the Board. Based on this recognition, the following leaves of absence may be granted:

Section 1. Upon prior request, the following leaves of absence for regular employees not exceeding one (1) year shall be granted by the Board without pay and without loss of seniority to employees described in Sections 1, 2, 3, 5, and 6 of this Article. Leaves without pay may be extended for an additional period, not to exceed one (1) year, upon prior approval by the Board:

- a. Employees who enter the military service of the United States on reserve or full-time duty shall be granted a leave of absence for the period of the military service. Upon discharge and presentation of an honorable or a medical discharge, the employee shall be afforded all rights and privileges of employment as provided under the Military Selective Service Act.
- b. At the request of the Union, any employee who enters the full-time service of the Union, provided that there shall be no more than two (2) employees from any one location nor more than a total of seven (7) such employees on leave at one time.
- c. Employees who are ill or disabled, provided that the Board may require from time to time, either before or after resumption of work, a written certificate by a licensed medical doctor stating that the employee is unable or able to work, as the case may be; provided further that the Board may require such certificate from a doctor of its own choosing, in which event the expense of such examination would be paid by the Board.
- d. Employees who wish to further their education on a full-time basis.

Section 2. Employees elected as delegates to the National Convention of the International Union and conventions of affiliates of the International Union shall be granted leaves of absence without pay provided that the number of employees granted leave at one time shall not exceed two (2) from any one location nor a total of ten. Application for leave of absence must be made not less than one week before such leave is to begin.

Section 3. Any female employee, in case of maternity, shall, upon written request and presentation of a doctor's certification stating the probable date of confinement and the employee's ability to continue working until a specified date, be granted maternity leave of absence without pay for a period not exceeding one (1) year. Requests for such leave must be filed with the Department of Human Resources at least thirty (30) days prior to the requested date of the leave or expected date of confinement. In the event of unanticipated early confinement or related illnesses, the thirty (30) day notice may be waived upon a written statement of a licensed physician indicating the inability of the employee to give such notice. Seniority shall accumulate during such leave of absence and such employee may be returned to duty at the expiration of her maternity leave or earlier upon written certification from the attending doctor certifying the physical ability of the employee to perform the work required.

Section 4. An employee who has been granted a leave of absence shall be considered as having quit without notice and shall be terminated from employment by the Board if while on such leave of absence he engages in or applies for employment other than as provided in this Article without the consent of the Board.

Section 5. Any regular employee shall be eligible to receive leave of absence without pay for marriage or disposition of family estate for a period not exceeding ten (10) days upon approval of his immediate supervisor.

Section 6. Leave of absence may be granted for illness in the immediate family. Immediate family is defined as spouse, father, mother, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, sister, brother, child, grandmother, grandfather, and grandchild.

Section 7. When the staffing requirements of the Board permit, any regular employee may be granted a leave of absence without pay for a period up to sixty (60) days for miscellaneous reasons. All requests for leaves of absence up to thirty (30) days shall be submitted to the employee's immediate supervisor at least one (1) work day in advance. All requests for miscellaneous leave exceeding thirty (30) days shall be submitted in accordance with Section 8. Each request for leave of absence will be considered on the basis of its merit.

Section 8. All requests for leaves of absence exceeding thirty (30) days shall be submitted, in writing, as far in advance as possible and in no event shall such request be made less than one (1) week prior to the leave except in case of illness, disability or other emergency, and provided that such requests shall state the reason the leave of absence is being requested and the approximate length of time the employee will be absent. Leaves under this Article shall not be used for any purpose other than those provided in this Article.

Section 9. Leave under this Article shall be given for definite stipulated periods. If, on the day following expiration of leave, the employee does not return to his position, the employees shall be considered to have resigned from his position, unless there are overriding situations.

With respect to authorized leaves of absence under this Article not exceeding twelve (12) months or having been extended in accordance with Section 1, at the expiration of the leave the employee reporting for duty shall be returned to the position filled by him when such leave was granted, unless the job was abolished or consolidated, in which event he will be given employment in a comparable position to which his is entitled by seniority by displacing the employee with the least amount of seniority within his classification and term of employment.

Section 10. Any request for emergency leave shall be answered immediately. All other requests shall be answered within a reasonable amount of time.

Section 11. Employees on both the day shift and night shift shall be granted a leave of absence whenever the employee is required to report to qualify or serve on jury duty with pay for the time the employee serves as a juror upon presentation of a written verification of attendance for qualifying and attendance on jury duty.

Section 12. Permanent regular employees shall be paid for scheduled days off from work up to a maximum of three days necessitated by the death of a member of the employee's immediate family. The immediate family includes spouse, father, mother, mother-in-law, father-in-law, daughter-in-law, son-in-

law, brother-in-law, sister-in-law, sister, brother, child, grandmother, grandfather and grandchild. In the event of the death of a relative beyond the degree of kinship set forth in this section, permanent regular employees shall be paid for scheduled days off from work up to a maximum of two (2) days necessitated by the death of the relative if the employee resides with the deceased relative. Funeral leave is not to be abused. Proof of death and residence may be required.

Section 13. Recognizing that regular employee attendance is necessary, permanent regular employees who are on the active payroll and who are absent during their regular work week because they have become disabled to the extent that they are unable to work because of sickness or accident shall, subject to satisfactory proof thereof, including at the Board's request certificate(s) as provided in Section 1 (c) of this Article, be paid for such absence for the hours normally worked by the employee at straight time rate. Normally the above certificate will only be required for absences of three (3) or more consecutive work days except where employee absences have been either excessive or there is reason to believe that sick leave is being abused. This pay will begin the first (1st) day of absence in accordance with the following schedule:

a. Permanent regular employees shall accumulate hourly sick leave at the rate of one (1) day per month of active duty. There shall be no limit with respect to the number of hours employees may accumulate for sick leave purposes. The word "day" shall mean working day according to the employee's scheduled number of hours. Any accumulated sick leave that is presently credited to any employee shall continue to be credited to such employee.

b. Any sick leave which is used shall be charged to the total amount accumulated prior to such leave.

c. In computing days of absence, only work days will be utilized.

d. Payment for such sick leave shall be made with the payroll normally paid for the period of such absence, if possible, but in no event later than the second payroll period.

e. Any employee who goes on maternity leave shall be allowed to use all or a portion of her accumulated sick leave, as appropriate, for the period of time that she is physically disabled and unable to perform her duties for maternity leave purposes for a period not to exceed the employee's accumulated sick leave balance.

f. Leave under this Section 13 shall not be used for any purpose other than as provided in this Section 13.

g. Any employee in the bargaining unit who is a participating member in the Tennessee Consolidated Retirement System as specified in Article 25, Retirement, and who has unused accumulated sick leave at the date of his retirement shall receive one (1) month's retirement credit for each twenty (20) days of unused leave, or any time less than twenty (20) days, a fractional part thereof.

Section 14. Permanent regular employees may continue to maintain the Major Group Insurance coverage while on approved leave without pay provided the employee pays the full premium on a schedule provided by the Board.

ARTICLE 13
ACCIDENTS ON THE JOB

Section 1. The Board agrees to provide the following benefits for any regular permanent employee who is disabled as the direct result of an accident which is suffered in the course of the employee's performing the duties of his employment with the Board:

- a. During the first two months of disability, the employee shall receive 100% of his straight time pay for his normal weekly hours. After the first two months of disability, the employee shall receive 50% of his normal straight time rate for the remaining period of disability up to one (1) year. No compensation shall be paid for disability in excess of one (1) year.
- b. In the event an employee is disabled as a result of a direct, unprovoked physical attack upon the employee while in the line of duty on school premises, the employee shall be entitled to 100% of their straight time pay for a period up to six (6) consecutive calendar months. After six (6) consecutive months, the employee shall receive 50% of his normal straight time rate for the remaining period of disability up to one (1) year. No compensation shall exceed one (1) year.
- c. During the above referenced period(s) of disability no charge shall be made against an employee's accrued sick leave or vacation. Further, coverage under Article 23, Insurance, shall be continued. Further, the accrual of seniority, and the accrual of service for retirement, vacation, and sick leave shall continue. Further, holidays shall be paid at a rate equivalent to the disability rate of pay then existing.
- d. An employee who is temporarily unable to perform regular and customary duties, may be returned to work to perform other duties in or out of the bargaining unit for the length of the disability period as provided in this Article. Other duties will be assigned in lieu of receiving disability pay at the sole discretion of the Division of Risk Management, and the Board physician.

Section 2. "Disability" as used herein shall mean the total inability of the employee to carry out his duties. The Board may require such proof of disability as it shall deem proper, including a medical examination by a physician who may be selected by the Board. The findings of the Board's administrative committee as to the relation of an injury to the employee's duties and as to the period and extent of an employee's disability shall be final, assignment of other duties in lieu of receiving disability pay and shall not be subject to grievance. The employee and a Union staff representative may request to appear before the Board administrative committee if the Board's administrative committee has a question concerning the claim, provided however that the employee must appear at a time assigned regardless of the availability of a Union staff representative, and provided further that a Union staff representative attending such meetings shall not interfere with the conduct of the meeting unless invited to do so by the Board's administrative committee.

Section 3. In order to qualify for benefits under this Article, an employee must give notice of the accident to his immediate supervisor immediately after the accident occurs but no later than the end of the work shift during which the accident occurred unless the employee is prevented by disability from the accident from giving such notice. The Board agrees that if and when an employee is injured on the job and the employee believes he requires emergency medical treatment, he should be taken to a facility for such treatment. When an employee is incapacitated to the extent that he is unable to make such a decision, the decision will be made by the Board.

Section 4. In the event of legislation requiring the Board to adopt a particular system of Workmen's Compensation, such system shall be substituted for the provisions of this Article.

Section 5. The Board of Education will pay for necessary and reasonable medical expenses for on-the-job

injury sustained by any employee who either is currently covered by one of the Board's group insurance plans or is in the probationary period prior to becoming eligible for one of said plans provided such injury has resulted from causes other than personal or professional negligence. Total payments by the Board for said medical expenses incurred following date of injury and not reimbursable through any personal or group insurance coverage the employee may have shall not exceed \$5,000.00 during such period of time as is deemed necessary, but in no event shall the period of time exceed one year from the date of accident. In computing hospital room costs, the allowance shall not exceed the semi-private rate unless the physician orders a private room. In case of said injury, the Board reserves the right to have the employee examined by a physician designated by the Board at such time or times as it may determine in its discretion to assist in ascertaining the nature and extent of disability attributed to the injury.

In order to qualify for benefits under this section, an employee must give notice of the accident to his immediate supervisor no later than the end of the work shift unless the employee is prevented by disability from the accident from giving such notice.

A Board of Appeal established for the decision of cases coming under this section will determine all questions of fact and interpretation arising under the section. The employee will be entitled to appear before such Board of Appeal if the Board of Review has a question concerning the claim.

Section 6. The Board will reimburse an employee for cost of repairs or replacement of personal property damaged or destroyed in line of duty as a result of malicious acts and without the fault of the employee, provided, in the case of a vehicle, such vehicle is being used on authorized school system business or is parked or driven on or adjacent to school system premises or at the site of authorized school system activities and provided the following stipulations are applicable:

- a. No reimbursement will be made for loss through theft of personal property nor a vehicle or for damage resulting from collision of a vehicle, except that consideration will be given to claims resulting from theft of such parts of a vehicle as are essential to the functioning of said vehicle.
- b. No payment shall be made for any claim of less than \$10 and a maximum payment for any one loss will not exceed \$200, except in the case of a vehicle, where maximum payment will not exceed \$300.
- c. Depreciation will be prorated on all claims.
- d. In order to qualify for reimbursement under this section, notice must be given to the employee's immediate supervisor on the day of the occurrence. The employee must present a written statement to the Board within ten (10) calendar days of the occurrence stating the circumstances of loss and the repair or replacement cost.

A Board of Appeal established for the decision of cases coming under this section shall determine all questions of fact arising under this section, and the said Board's findings both as to issues of fact and as to interpretation of this section shall be final.

Section 7. The decisions of the Board referred to in this Article shall be final and shall not be subject to the grievance procedure.

ARTICLE 14

DEATH OF AN EMPLOYEE

In the event of the death of a permanent regular employee while in active service in the bargaining unit, any earned and unused vacation or earned wages due the employee shall be paid to the employee's estate or next of kin.

ARTICLE 15

WAGES

The minimum straight time hourly wages shall be those as set out in "Exhibit A" attached hereto and hereby made a part hereof.

ARTICLE 16

HOURS OF WORK AND PREMIUM RATES

Section 1. The normal work week shall be five (5) consecutive work days and two (2) consecutive off days.

- a. Upon any change in work rules related to regular starting and quitting times (other than temporary changes necessitated by special circumstances) affecting a substantial number of employees of a job classification in the bargaining unit, the Board shall notify the Union and meet and discuss with the Union such change prior to the effective date of such change, but nothing herein shall be construed to limit the Board's exclusive right to make such change. Employees shall be notified in advance of such changes.
- b. All work performed in excess of forty (40) hours in any one (1) work week shall be paid for at one and one-half (1-1/2) times the straight time rate. Paid holidays will count as hours worked for the purpose of establishing the forty (40) hour base for determining overtime.
- c. All work performed on the sixth (6th) day of the employee's work week shall be paid for at one and one-half (1 1/2) times the straight time rate.
- d. All work performed on the seventh (7th) day of the employee's work week shall be paid at double time the straight time rate. All work performed on the sixth (6th) and seventh (7th) day of the employee's work week is premium pay. If an employee works all or none of the previous days in his work week, and regardless of the number of hours he works, he will receive premium pay for the sixth (6th) and seventh (7th) day's work.
- e. Employees who report for work at the regular starting time and who have not been given notice on the last regular work day not to report to work shall be guaranteed at least fifty (50) percent of the employee's regular scheduled work hours or pay. The foregoing reporting provision shall not apply when the Board is unable to furnish work to the employee by reason of labor disputes, strikes, picketing, or any other cause beyond the control of the Board except that such reporting provisions shall apply to cafeteria employees assigned to school locations if it has not been announced by the news media at least one hour and forty-five minutes prior to the starting time that schools have been closed because of inclement weather conditions.

Section 2. There shall be no duplicating or pyramiding of overtime or premium pay whatsoever.

Section 3. One relief period of fifteen (15) minutes in the first four (4) hours of an employee's shift and one relief period of fifteen (15) minutes in the remaining portion of the employee's shift shall be allowed

during each seven (7) or more hours work shift. One fifteen (15) minute break shall be allowed any employee working a shift of more than four (4) hours but less than seven (7) hours. Scheduled relief and meal periods shall be posted and shall be taken as posted except in the event of an emergency. Any employee scheduled to work two (2) or more hours beyond his work shift shall be allowed a fifteen (15) minute break prior to beginning the additional scheduled work.

Section 4. Employees covered by this Memorandum of Understanding shall be allowed sufficient time to eat their meals. Not less than thirty (30) minutes shall be allowed for this purpose. The times when such meal period will be taken shall be determined by the Board commensurate with the operation of the specific work location. The scheduling of the meal periods provided by this section shall be posted. There shall be no reduction in lunch time for custodial employees and the free standard meal for cafeteria employees shall be provided.

Section 5. It is recognized that the operations of the various locations of the divisions in the bargaining unit may require the performance of work in excess of an employee's normal schedule of work hours and work days in order to meet the varying requirements of the locations. Accordingly, employees at the affected location shall work reasonable time other than that provided for in their normal work schedule when scheduled to do so by the Board.

The opportunity to work available overtime shall be distributed equitably among the affected employees at the location involved. Overtime work shall be offered to employees within the location (and within a warehousing section in the Purchasing and Warehousing Division), job classification, and term of employment on the basis of the most senior employee being selected first and shall be rotated within the same location, job classification, and term of employment so all employees in the same location have an equal opportunity to accept or decline overtime. Should an employee decline to work overtime when scheduled, he will not have another opportunity for additional overtime until all other employees in his location, job classification and term of employment have received an opportunity to work available overtime. In the event this procedure does not produce enough employees to perform the required overtime work, employees will be required to perform such work on an inverse seniority basis within the location where the overtime is scheduled and within job classification and term of employment.

Section 6. In the event a head cook is absent, the absent employee's cafeteria helper II, if available and qualified, shall be assigned by the cafeteria manager to perform her duties. If no such cafeteria helper II is available, then the senior qualified cafeteria helper II at the location shall be given first preference to perform the duties. Temporary assignment pay at the basic rate of the higher classification shall be paid for each continuous period of two (2) hours or more worked in the position being filled during any work day. It is understood that only one (1) employee shall receive temporary assignment pay as a result of an assignment to cover the absence of one (1) head cook.

When a substitution is made in the cafeteria area due to the absence of a full-time cafeteria helper II assigned the maximum hours available, the senior full-time cafeteria helper II assigned less than the maximum hours available or the senior cafeteria helper I assigned to the location shall be given first preference to work the shift of the absent cafeteria helper II.

When a substitution is made in the cafeteria area due to the absence of a full-time cafeteria helper II assigned less than the maximum hours available, the senior cafeteria helper I assigned to the location shall be given first preference to work the shift of the absent cafeteria helper II.

When a substitution is made in the custodial area due to the absence of a full-time custodial helper assigned the maximum hours available, the senior full-time custodial helper at the location assigned less

than the maximum hours available shall be given first preference to work the shift time of the absent custodial helper.

Section 7. When a substitution is made in the cafeteria area due to the absence of an employee who has been granted a leave of absence or due to a temporary vacancy, the senior qualified permanent cafeteria employee at the location shall be given preference to work the available hours of the absent employee in the following order:

- (1) The senior qualified cafeteria helper II with the same number of hours.
 - (2) In the event the substitution is made for a head cook, the vacant employee's cafeteria helper II shall be given preference to work the available hours. If no such cafeteria helper II is qualified or declines, the senior qualified cafeteria helper II shall be given preference to work the available hours.
 - (3) In the event the substitution is made for a full-time cafeteria helper II assigned the maximum hours available, the senior full-time cafeteria helper II assigned less than the maximum hours available shall be given the preference to work the available hours. If declined, the senior cafeteria helper I shall be given preference to work the available hours.
 - (4) In the event the substitution is made for a full-time cafeteria helper II assigned less than the maximum hours available, the senior cafeteria helper I shall be given preference to work the available hours.
- a. When a substitution is made in the custodial area due to the absence of an employee who has been granted a leave of absence or due to a temporary vacancy, the senior custodial employee at the location shall be given preference to work the available hours of the absence employee in the following order:
- (1) The senior full-time custodial helper with the same term of employment, same number of hours, on a different shift.
 - (2) The senior full-time custodial helper, same number of hours with a different term of employment, same or different shift.
 - (3) The senior full-time custodial helper with a different term of employment, different number of hours or different shift.
 - (4) The senior full-time custodial helper assigned less than the maximum hours with same or different shift and same or different term of employment.
- b. Notification of the opportunity to substitute shall be given as soon as is practicable.
- (1) Any bargaining unit position that requires a substitute employee for more than thirty (30) consecutive work days, shall be considered as a vacant position and shall be posted and filled in accordance with Article 11, Seniority, Section 7.a. unless the vacant position is being filled for an employee who has been granted a leave of absence.
 - (2) In the event of an involuntary transfer in the cafeteria or custodial division, the regular employee affected will be given the option of remaining at the same location, at the same

number of hours and at the rate of pay of the classification vacancy occupied by a substitute until the vacancy is filled by a permanent placement.

Section 8. Any warehouse employee covered by this Memorandum of Understanding who is temporarily assigned to work in a higher paid classification within the bargaining unit shall be paid for the period of such work at the rate of such higher paid classification provided that he works in the higher paid classification one (1) or more consecutive hours during the work day, and in such cases the higher rate shall be paid for all hours worked in the higher paid classification during the work day. If available, the senior qualified employee within a warehousing area will be given first preference in the higher paid classification provided that there is scheduled four (4) or more consecutive hours of work in the higher paid classification.

Any warehouse employee covered by this Memorandum of Understanding who is temporarily assigned to work in a lower paid classification shall continue to be paid at the rate of his own classification. An employee shall not be temporarily assigned to perform work in a lower paid classification when there is work available in his own classification at the time of the assignment. Temporary assignments to a lower paid job classification, at the beginning of the work day, will be made on the basis of seniority among the qualified employees within the same job classification and warehousing area.

ARTICLE 17

HOLIDAYS WITH PAY

Section 1. The following paid holidays shall be observed for all permanent regular employees:

Employees on 12 Month Employment Basis

New Year's Day
Dr. Martin Luther King's Birthday
Spring Break (2 days)
Memorial Day
July 4th
Labor Day
Thanksgiving
Day After Thanksgiving
Day Before Christmas
Christmas Day
Day After Christmas
Second Day After Christmas
Third Day After Christmas
New Year's Eve Day

Employees on Less than 12 Month Employment Basis

New Year's Day
Dr. Martin Luther King's Birthday
Spring Break (2 days)
Memorial Day
Labor Day
Thanksgiving
Day After Thanksgiving
Day Before Christmas
Christmas Day
Day After Christmas
Second Day After Christmas
Third Day After Christmas
New Year's Eve Day

Section 2. Straight time pay for the employee's normal daily hours for the above-named holidays, called "holiday pay", shall be paid to permanent regular employees when said holidays are not worked and one and one-half (1 1/2) times the straight time rate shall be paid to all permanent regular employees for all work performed on the above holidays in addition to the holiday pay, provided that:

- a. The employee works his full shift on his scheduled work both immediately preceding and following the holiday and on the holiday when scheduled to work except when prevented by sickness, death in family or other good cause subject to proof thereof.

- b. If the employee is on vacation and a holiday occurs during such vacation, his period of vacation with pay shall be extended one day.
- c. Whenever any 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 as far in advance as possible of the day to be observed as the holiday.

ARTICLE 18
VACATIONS

Section 1. Beginning the school year 2002, all permanent regular employees employed on a twelve (12) month basis who on June 1 of any year have been continuously in the service of the Board for the period listed in this section shall receive vacations with pay as follows:

<u>Service Time</u>	<u>Vacation Time Allowed</u>
At least six (6) months but less than one (1) year	Five (5) days
One (1) year to three (3) years	Seven (7) days
Three (3) years to ten (10) years	Fourteen (14) days
Ten (10) years to fifteen (15) years	Seventeen (17) days
Fifteen (15) years to twenty-five (25) years	Twenty-one (21) days
Twenty-five (25) years and over	Twenty-five (25) days

Section 2. All permanent regular employees employed on less than a twelve (12) month basis shall be eligible for three-fourths (3/4) of the allowable time for twelve (12) month employees as listed in Section 1 of this Article.

Section 3. Vacation pay shall be computed on the basis of the employee's straight time rate of pay at the time of vacation for the employee's normal schedule of weekly or daily hours, as appropriate, except for those employees whose daily hours have been changed during the year prior to June 1. Vacation for such employees shall be computed on a prorated basis depending upon the number of hours and months worked in either a nine (9) or twelve (12) month position.

Section 4. The vacation period for all employees working less than twelve (12) months shall be the period between the end of the school year and the beginning of the next school year. With respect to such employees working less than twelve (12) months, vacation pay shall be mailed within five (5) working days after the last scheduled school day.

- a. Effective June 1, 1996 an employee assigned to a school location that has a 12 month school schedule may carry from one vacation period to another up to five (5) days of vacation. Employees

assigned to such a school location will be granted such vacation in accordance with Section 5 of this Article.

Section 5. An employee assigned to a school location with unused accumulated vacation will be granted such vacation as far as possible in accordance with the employee's preference at any time during the school year when students are not present and in line with departmental seniority within the location, but the number of employees and the allotment of vacation dates shall be determined by the Board to assure orderly operation of the respective departments. With respect to such employees, vacation pay shall be paid on the last scheduled pay day preceding their scheduled vacations. Such employees may carry from one vacation period to another up to five (5) days of vacation.

An employee assigned to other than a school location with unused accumulated vacation will be granted such vacation as far as possible in accordance with the employee's preference at any time during the year in line with departmental seniority within location, but the number of employees and the allotment of vacation dates shall be determined by the Board to assure orderly operation of the respective departments. With respect to such employees, vacation pay shall be paid on the last scheduled pay day preceding their scheduled vacations. Such employees may carry from one vacation period to another up to five (5) days of vacation.

In view of the pressure of work at the beginning of each school term, warehouse employees covered by this Memorandum of Understanding, vacation will be limited between August 15 and September 15 of each year.

Section 6. Employees who have earned and qualified for vacation who voluntarily quit, retire, are laid off or discharged after June 1 of any year shall be entitled to pay for unused vacation.

ARTICLE 19 BULLETIN BOARD

The Board agrees to provide adequate bulletin board space where notices of official Union matters may be posted by employees and Union stewards and officials who are members of the bargaining unit. Four hundred (400) square inches of posting space shall be accessible to bargaining unit employees and shall be conclusively presumed to meet the test of adequacy set forth in this Article.

ARTICLE 20 HEALTH, SAFETY, AND SANITATION

The Board agrees to maintain safe and sanitary conditions in accordance with federal, state and local laws and regulations in all work areas. In order to correct, maintain and improve effective safety and sanitary conditions, the Board and the Union shall establish a joint "Health and Safety Committee" composed of five (5) people appointed by the Union and five (5) people appointed by the Board. 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.

A chairperson shall be selected to serve six-month intervals. The first chairperson shall be selected from among the Union representatives, and chairpersonship shall then rotate to a selected Board representative. The "Health and Safety Committee" shall meet when deemed necessary, but not less than six (6) nor more than nine (9) one (1) hour meetings a year during working hours, and shall maintain accurate minutes of its recommendations, a copy of which shall be sent to the Board Safety Officer. Reasonable travel time

shall be allowed to and from the meetings. Any recommendations of the Committee forwarded to the Board Safety Officer and not approved and implemented by the Board to the satisfaction of a majority of the Committee shall be submitted to the grievance procedure.

ARTICLE 21
TRAINING PROGRAM

It is agreed between the Parties to establish a joint training committee to recommend to the Board all types of training programs including on the job training to upgrade the skills of employees. The Board and the Union shall each have an equal vote in committee recommendations. The Board and the Union may each select up to four (4) members. This committee shall be established within ninety (90) days after signing this agreement and shall meet and submit appropriate training recommendations to the Board's staff.

The committee's actions shall be based on the criteria set forth below:

- (1) Training is to be established for present employees.
- (2) Training shall be held on Board premises.
- (3) Selection of trainees shall be in accordance with the selection criteria of the Seniority Article.
- (4) The joint training committee may take no action that would be in conflict with or supersede this agreement.
- (5) The joint training committee shall make a detailed analysis of employee training needs, including federal manpower programs which would assist in funding training program.

The committee's recommendations shall be advisory to the Board's staff.

ARTICLE 22
JOB DESCRIPTIONS

Copies of each employee's job description shall be posted within the department. Employees shall be required to perform those duties as outlined within his or her job description. No employees shall be required to work outside his or her department nor perform duties not reasonably related to his or her classification except as described in Article 16, Hours of Work and Premium Rates, Sections 6 and 8.

ARTICLE 23
INSURANCE

Section 1. All regular full-time employees at the time of employment shall be enrolled in one of the Major Medical Group Insurance Programs maintained by the Board for employees in the bargaining unit. The insurance program may be maintained either through a Board self-insured program, the insurance carrier and/or some other reputable insurance carrier with whom the Board should decide, at its option, to purchase such policies in the future. Any and all controversies which arise between any employee and the insurance company under the insurance program shall be determined by the employee and the representatives of the insurance company. This does not, however, preclude the Board from rendering voluntary assistance for any employee with respect to making and filing claims or demands against the insurance company in the manner described by said policy but such action on the part of the Board shall not incur any liability on behalf of the Board to the employee under the insurance program.

All regular full-time employees shall be enrolled in a Dental Insurance Program maintained by the Board as a supplement to and under the terms and conditions of one of the Board Major Medical Group Insurance Programs.

Section 2. Effective January 1, 2000, all regular, full-time employees and full-time new employees at the time of employment shall have the option of participating in either the Major Medical Group Insurance Program or in a Health Maintenance Organization (HMO) insurance program maintained by the Board. Once an employee exercises this option, membership in the program selected shall continue to the subsequent January 1. Notification of changes for subsequent years shall be made by notifying the Insurance Section, Division of Employee Relations, in writing, at a time established by the Board.

Section 3. All regular full-time employees shall be enrolled in the Board Group Life Insurance Program. Life insurance shall be two (2) times the employee's annual salary as of January 1 of each year rounded to the nearest thousand dollars.

Section 4. During the term of this Memorandum of Understanding, regular full-time employees shall receive the same group insurance(s) benefits and at the same contribution rates as offered to all other Board of Education full-time employees.

Section 5. No matter regarding the insurance program(s) nor any difference arising thereto nor any issue in this Article, shall be subject to the grievance procedure.

ARTICLE 24

DRUG AND ALCOHOL REHABILITATION PROGRAM

Employees shall be allowed to participate in drug and alcohol rehabilitation programs. Employees participating in the program will be entitled to use their sick leave days for necessary drug and alcohol rehabilitation treatment received under the supervision of a licensed medical doctor.

ARTICLE 25

RETIREMENT

All regular full-time bargaining unit employees, at the time of employment, shall become participating members in the Tennessee Consolidated Retirement System on the terms and conditions as specified by the Tennessee Consolidated Retirement System, and all present regular full-time bargaining unit employees who are participating members in the Tennessee Consolidated Retirement System shall continue as participating members in such system on terms and conditions as specified by the Tennessee Consolidated Retirement System. Any and all controversies which arise under the Retirement System shall be determined by the employee and the representatives of the Retirement System. This does not, however, preclude the Board from rendering voluntary assistance for any employee with respect to making and filing claims or demands against the Retirement System in the manner described by said system but such action on the part of the Board shall not incur any liability on behalf of the Board to the employee under the Retirement System. No matter respecting the Retirement System or any difference arising there under shall be subject to the grievance procedure.

ARTICLE 26
WORK STOPPAGE

There shall be no slowdown, strike, picketing, boycott, or other stoppage or suspension of, or interference with the Board's work or mission. The Board agrees that it will not lock out bargaining unit employees during the life of this Memorandum of Understanding.

ARTICLE 27
MANAGEMENT RIGHTS

Nothing in this Memorandum of Understanding changes the authority of the Board to manage and control its departments under the Charter of the Board of Education and the laws of the State of Tennessee; nor shall anything contained in this or other Articles of this Memorandum of Understanding be construed to limit the Board's sole and exclusive rights of management, including the right to establish, change, or alter the regular work day or week; to establish, modify, or change work schedules, the number of hours to be worked, including straight time and overtime; the number and schedule of shifts; the yearly term of employment; the number and classification of employees for each set of hours, locations, shifts, or yearly term of employment, and to allocate work duties on regular and overtime work and to location, shift, and yearly term of employment in accordance with its determination of the needs of the respective jobs and operations; to increase, decrease, or discontinue operations or facilities in whole or in part; and to change or introduce new methods, techniques, or machines for accomplishing the functions of the Board; to hire all employees as it determines, to promote to supervisory positions (which promotions shall not be subject to the grievance procedure), and to determine the number of employees it shall employ at any time and the qualifications necessary for any of the jobs that it shall have or may create in the future, provided that no actions shall be inconsistent with the provisions of this Memorandum of Understanding. Provided further that all rights and powers possessed by the Board prior to the execution of this Memorandum of Understanding and not specifically waived herein, shall be retained solely and exclusively by the Board.

ARTICLE 28
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. The Parties agree that any Article, section or portions so set aside shall be the subject of further negotiation for the purpose of agreeing on substitute language. Such further negotiation shall be strictly limited to the Article, section or portion held unlawful and unenforceable.

Exhibit A
Between the Board of Education of the Memphis City Schools
Memphis, Tennessee
and the American Federation of
State, County, and Municipal Employees, AFL-CIO, Local 1733

During the term of the Memorandum of Understanding of which this Exhibit is a part, the rates of employees in the bargaining unit shall be as follows:

	Effective 11/01/2004	Effective 11/01/2005	Effective 11/01/2006
Nutrition Service Employees			
Head Cook	10.93	11.15	11.38
Helper II	10.84	11.06	11.29
Helper I	10.80	11.02	11.25
Cook (CNC)	10.93	11.15	11.38
Helper II (CNC)	10.84	11.06	11.29
Custodial Employees			
Lead Helper	11.13	11.35	11.58
Helpers	10.93	11.15	11.38
Stadium Worker	11.13	11.35	11.58
Warehouse Employees			
Warehouse Clerk	11.76	11.98	12.21
Truck Driver II (CDL Required)	11.49	11.71	11.94
Forklift Operator	11.19	11.41	11.64
Warehouseman	11.14	11.36	11.59
Mail and Distribution Employees			
Warehouse Clerk	11.76	11.98	12.21
Mail Clerk	11.56	11.78	12.01
Truck Driver I	11.29	11.51	11.74
Warehouseman	11.14	11.36	11.59

- * The starting rate of probationary employees, as defined in Article 11, Section 3, shall be fifty (50) cents per hour less than the negotiated rate.
- * The November 1, 2004, wage rates of the Central Nutrition Center Cook classification shall reflect a wage adjustment of twenty-five (25) cents per hour.
- * The November 1, 2004, wage rates of the Central Nutrition Center Helper II classification shall reflect a wage adjustment of ten (10) cents per hour.



2597 Avery Avenue • Memphis, Tennessee 38112-4892 • (901) 416-5300

November 1, 2004

Mr. Anthony McGhee
AFSCME, Local 1733
485 Beale Street
Memphis, TN 38103

Dear Mr. McGhee:

During the 1995 negotiations of the Memorandum of Understanding between the American Federation of State, County, and Municipal Employees, AFL-CIO, and the Board of Education of the Memphis City Schools, the subject of subcontracting and reduction in force of bargaining unit employees was discussed.

While affirming its right to reduce the bargaining unit work force and to subcontract work, the Board expressed that it has no plans to lay off bargaining unit employees or to subcontract work being performed by bargaining unit employees where such subcontracting would result in a reduction in the regular work being performed by bargaining unit employees.

Sincerely,

A handwritten signature in cursive script, appearing to read "Von W. Goodloe".

Von W. Goodloe, Labor Relations, Administrator
Division of Labor and Employee Relations

VWG:pr



2597 Avery Avenue • Memphis, Tennessee 38112-4892 • (901) 416-5300

November 1, 2004

Mr. Anthony McGhee
AFSCME, Local 1733
485 Beale Street
Memphis, TN 38103

Dear Mr. McGhee:

The definition of Division was discussed during the 1995 negotiations. For the purpose of Article 11, Seniority, Section 7.a., the Purchasing and Warehousing Division along with the Nutrition Services Division are to be considered as one Division.

Sincerely,

A handwritten signature in cursive script, appearing to read "Von W. Goodloe".

Von W. Goodloe, Labor Relations, Administrator
Division of Labor and Employee Relations

VWG:pr



2597 Avery Avenue • Memphis, Tennessee 38112-4892 • (901) 416-5300

November 1, 2004

Mr. Anthony McGhee
AFSCME, Local 1733
485 Beale Street
Memphis, TN 38103

Dear Mr. McGhee:

This is to affirm that the language of Article 16, Hours of Work and Premium Rates, enables nine-month custodial helpers to have the opportunity to work when a substitution is made due to the absence of a twelve-month custodial helper or in the event of a vacancy in such a position during the summer.

Sincerely,

A handwritten signature in cursive script, appearing to read "Von W. Goodloe".

Von W. Goodloe, Labor Relations, Administrator
Division of Labor and Employee Relations

VWG:pr



2597 Avery Avenue • Memphis, Tennessee 38112-4892 • (901) 416-5300

November 1, 2004

Mr. Anthony McGhee
AFSCME, Local 1733
485 Beale Street
Memphis, TN 38103

Dear Mr. McGhee:

The issue of employees who report to work tardy and are docked was discussed during the 1989, 1992, 1995, 1999, 2001, and 2004 negotiations between the Board of Education and the American Federation of State, County, and Municipal Employees. Employees who report to work tardy shall be docked in accordance with the law by docking employees in increments of fifteen minutes when they are eight to fifteen minutes tardy and shall begin to work upon arrival. Employees who are one to seven minutes tardy shall not be docked and shall begin to work upon arrival. Disciplinary action for absenteeism will be determined on a case by case basis based on the particular facts, circumstances, number of absences, and record.

Sincerely,

A handwritten signature in cursive script, appearing to read "Von W. Goodloe".

Von W. Goodloe, Labor Relations, Administrator
Division of Labor and Employee Relations

VWG:pr



2597 Avery Avenue • Memphis, Tennessee 38112-4892 • (901) 416-5300

November 1, 2004

Mr. Anthony McGhee
AFSCME, Local 1733
485 Beale Street
Memphis, TN 38103

Dear Mr. McGhee:

In the event of consolidation of the Memphis City Schools and the Shelby County Schools, the Memphis City Schools agree to discuss the impact of such consolidation with the Union.

The Division of Employee Relations of the Memphis City Schools would recommend to the controlling system to continue to recognize the Union as sole and exclusive bargaining agent for the employees, and that the employees' seniority, term of employment and benefits remain unchanged and that any modifications in the working conditions be discussed with the Union prior to any changes.

Sincerely,

A handwritten signature in cursive script, appearing to read "Von W. Goodloe".

Von W. Goodloe, Labor Relations, Administrator
Division of Labor and Employee Relations

VWG:pr



2597 Avery Avenue • Memphis, Tennessee 38112-4892 • (901) 416-5300

November 1, 2004

Mr. Anthony McGhee
AFSCME, Local 1733
485 Beale Street
Memphis, TN 38103

Dear Mr. McGhee:

This is to affirm that during the 1995 negotiations of the Memorandum of Understanding between the American Federation of State County and Municipal Employees and the Board of Education of the Memphis City Schools, the subject of holiday pay for the Fourth of July was discussed.

During the negotiations, the Board has agreed to pay Fourth of July holiday pay to permanent regular nine-month employees who are working during the summer. The holiday pay will be at the summer rate of pay provided that the employee works his full shift on the scheduled work days both immediately preceding and following the holiday.

Sincerely,

A handwritten signature in cursive script, appearing to read "Von W. Goodloe".

Von W. Goodloe, Labor Relations, Administrator
Division of Labor and Employee Relations

VWG:pr



2597 Avery Avenue • Memphis, Tennessee 38112-4892 • (901) 416-5300

November 1, 2004

Mr. Anthony McGhee
AFSCME, Local 1733
485 Beale Street
Memphis, TN 38103

Dear Mr. McGhee:

This is to affirm that the employees of the bargaining unit may request a leave of absence for April 4th under the provisions of Article 12, Leaves of Absence.

Sincerely,

A handwritten signature in cursive script, appearing to read "Von W. Goodloe".

Von W. Goodloe, Labor Relations, Administrator
Division of Labor and Employee Relations

VWG:pr



2597 Avery Avenue • Memphis, Tennessee 38112-4892 • (901) 416-5300

November 1, 2004

Mr. Anthony McGhee
AFSCME, Local 1733
485 Beale Street
Memphis, TN 38103

REF: Central Kitchen

Dear Mr. McGhee:

The Memphis City School does not anticipate a loss of hourly wages or benefits for employees assigned to the Central Kitchen. In the event there is a need for reduction in staff at the Central Kitchen, the Board shall make such reduction by seniority and attrition.

Bargaining unit employees who are selected to staff the central kitchen shall be chosen based on their seniority, qualifications, experience, skill and ability to perform at the new facility.

Employees selected shall be given thirty (30) working days at the central kitchen in which to demonstrate that they can perform the job satisfactorily. If they cannot do so, they shall be returned to their job without loss of rights or privileges.

Employees selected to staff the central kitchen will be required to successfully complete training courses to perform a variety of duties when assigned to the central kitchen.

Sincerely,

A handwritten signature in cursive script, appearing to read "Von W. Goodloe".

Von W. Goodloe, Labor Relations, Administrator
Division of Labor and Employee Relations

VWG:pr



2597 Avery Avenue • Memphis, Tennessee 38112-4892 • (901) 416-5300

November 1, 2004

Mr. Anthony McGhee
AFSCME, Local 1733
485 Beale Street
Memphis, TN 38103

Reference: Job Descriptions

Dear Mr. McGhee:

This is to affirm that the Board of Education of the Memphis City Schools, agrees to meet with the American Federation Of State, County, And Municipal Employees Local 1733, following the close of bargaining to review, discuss, and modify the job descriptions in those areas where needed for employees working at the Nutrition Services Central Kitchen.

Sincerely,

A handwritten signature in cursive script, appearing to read "Von W. Goodloe".

Von W. Goodloe, Labor Relations, Administrator
Division of Labor and Employee Relations

VWG:pr

