

MEMORANDUM OF UNDERSTANDING

Between

THE MEMPHIS CITY SCHOOLS

and

**LOCAL 1733 OF THE AMERICAN
FEDERATION OF**

**STATE, COUNTY, AND MUNICIPAL
EMPLOYEES**

AFL-CIO

OFFICE PROFESSIONALS CLERICAL UNIT

Effective

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(Numerical Sequence)

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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 Board and the Union are hereinafter jointly referred to as the "Parties". The term "Board" is used interchangeably with the Memphis City Schools for administrative purposes in this Memorandum of Understanding.

ARTICLE 2

PURPOSE

It is the purpose of this agreement 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 Board; 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 amenable discussion and adjustments of disputes.

ARTICLE 3

RECOGNITION

The Board hereby recognizes the Union as the sole and exclusive bargaining agent for certain regular full-time clerical employees of the Board as authorized by the Board Resolution passed on September 26, 2005, and as listed on Appendix A inclusively. Excluded are all non-regular employees, part-time employees, first line supervisors such as coordinators, administrative, management, supervisory, academic employees, executive secretaries, employees assigned to the Superintendent's office, employees assigned to the Division of Fiscal Operations, employees assigned to the Division of Human Resources, employees assigned to the Department of Information Technology, employees assigned to the Department of Labor Relations, employees assigned to the Division of Internal Audits, guards, custodial employees, cafeteria workers, automotive maintenance, electronic technicians, steamfitters, grounds maintenance, and all other employees not specifically described herein and not listed on Appendix A.

ARTICLE 4

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 5

MEMBERSHIP DUES DEDUCTION

Upon receipt of an authorized form signed by the employee, requesting that the Board deduct regular designated dues to remit to the Union, the employer agrees to deduct the regular Union membership dues from each payroll period, the prorated amount sufficient to provide for the regular payment of the annual rate of dues established by the Union. No authorization will be allowed for deduction of initiation fees, assessments, or fines.

In the event that Union members vote to increase Union dues and dues are increased, written certification of the increase must be given to the employer signed by the Secretary-Treasurer of the Union. The Union shall notify the Board at least thirty (30) days prior to the effective date of the increase in dues.

The aggregate deductions will be remitted to the Union representative authorized to receive payment, together with a list of employees and the amount deducted for each. The Secretary-Treasurer of AFSCME, AFL-CIO shall, by signed certificate, notify the employer of the name and address of the representative, and any change therein, who is authorized to receive the checked-off dues. The remittance will normally be made by the 10th day succeeding the pay from which such deductions are made.

When an employee who has authorized dues deduction is in a non-pay status for an entire pay period from which the employer has scheduled the deductions, no deduction will be made to cover that dues payment from future earnings. In the case of an employee who is in non-pay status during a part of such pay period, and the wages are not sufficient to cover the full deduction for that pay period, no deduction will be made in that pay period or from future earnings to cover that dues payment. In this connection, all other legal, required, or employee-authorized deductions, any money owed the employer, shall have priority over deductions of union dues.

The Union and the employees agree that these deductions are made by the employer solely as a convenience to them and agree that the employer, regardless of any undertaking set forth above or otherwise, shall have no liability to the Union or the employees for any act or failure to act, including mistakes or any illegal act of its personnel, in connection with the deductions and remittance of dues. However, without assuming any liability, the employer will assist in correcting

errors, which may occur in the process of deduction and remittance of dues. The Union will hold the employer harmless and will indemnify the employer for any loss, damage, or liability, including the cost of its defense or its settlement of any claims or awards of damage against it arising out of the employer's deduction of, or failure to deduct union dues.

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 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

REPRESENTATIVES

Section 1. The Board recognizes and agrees to work with the accredited Union Stewards, Representatives, and Chapter Chairperson.

Section 2. The Union shall designate and certify to the Board Union Stewards to represent employees not to exceed five (5) for every one hundred (100) employees. A written list of the Union Stewards (such list will outline the area to be represented by each steward) and the Chapter Chairperson 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 designated area shall be granted reasonable time off during working hours to handle and settle grievances and disciplinary actions at their respective grievance steps, without loss of pay.

- a. All Union Stewards and representatives referred to in this section who are allowed time for the purpose of handling grievance and disciplinary actions 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 timekeeping procedures as may be needed to record time properly or to avoid the abuse of the foregoing rights or privileges. Permission to handle grievances shall not be delayed unreasonably.
- b. A Union Staff Representative, upon request by the Union, shall be admitted to the building and grounds of the Board during work hours for the purpose of periodic visitation with bargaining unit employees, excluding investigating or handing complaints, provided 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 or building administrator. Any such visits by the Union representative shall not interfere with the normal work of the employees being visited.

ARTICLE 7

BARGAINING COMMITTEE

Section 1. A bargaining committee, consisting of one (1) chairperson and nine (9) committee persons, each of whom shall have at least one year's seniority shall be selected by the Union to represent it in collective bargaining negotiations.

Section 2. The employer shall be notified by mail of the name of the chairperson and committee persons.

ARTICLE 8

GRIEVANCE PROCEDURE

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

Section 2. The term "grievant" is defined as any employee in the bargaining unit as provided for in Appendix A and/or the Union.

Section 3. A grievant has a right to be accompanied, represented, and advised by the Union, if the grievant so desires, to assist in the resolution of grievances. The Union shall have the exclusive right to process all grievances to arbitration.

In the event that all efforts made to resolve any conflict by the employee with the immediate supervisor(s) who are directly involved have failed, all grievance processing shall be handled exclusively in the following manner:

- Step 1 Any employee who has a grievance shall present it in writing to the employee's immediate supervisor with or without a union steward within five (5) working days after the incident, which caused the grievance. The Supervisor shall give a written response within five (5) working days thereafter. A copy of the grievance and the decision will be forwarded to the Union office.

- Step 2 If the grievance is not resolved at Step 1, then the grievant shall be allowed to file a written appeal to the next level supervisor or his/her designated representative within five (5) working days after receipt of the Step 1 Response, who shall endeavor to settle the grievance and who shall respond in writing within fifteen (15) working days. A copy of the grievance and the decision will be forwarded to the Union office

- Step 3 If the grievance is not resolved at Step 2, then the grievant may file a written appeal addressed to the Superintendent's designated representative within five (5) working days from the Step response. A meeting shall then be scheduled for the earliest date of mutual convenience of the Parties, but not later than twenty (20) working days after the date of the step 2 response or later by mutual agreement between the Parties. The Superintendent's designated representative will meet with the Union Representative and the grievant. The Superintendent's designated

representative shall respond, in writing, within fifteen (15) working days following such meeting.

Step 4 If the grievance is not resolved at Step 3, the Union may request that the grievance be submitted to arbitration by written notice to the Board within ten (10) days from the Board's answer to the Union.

Section 5. Each party shall bare its own expenses in connection with Arbitration. The Parties will share equally fees and expenses of the Arbitrator, court reporter and any other expenses, which the Parties mutually agree, are necessary for the Arbitration.

Section 6. The Arbitrator selected to hear such grievance shall not have the authority to add to, subtract from, change, codify or alter in any way provisions of the Memorandum of Understanding.

Section 7. It is further agreed that the Parties shall abide by such Arbitrator's decision unless the Parties determine that the decision and/or award usurps the authority and responsibility of the Charter of the Board of Education and the laws of the State of Tennessee. Any decision or award that is set aside as outlined above shall become a matter of public record.

Section 8. Any step of the grievance procedure can progress to the next step if not responded to by the appropriate Board employee within the designated timeframe, provided written notification is given to the Superintendent's designated representative.

ARTICLE 9

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. Counseling
- b. Oral Reprimand
- c. Written Reprimand
- d. Suspension
- e. 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 and the seriousness of the offense will be considered.

Section 3. An employee who is disciplined by any measure mentioned above shall have a right to be represented by his/her steward/union representative at any step of progressive discipline if the employee so desires, however if no steward/union representative is reasonably available then the discipline action shall occur without the steward/union representative present.

Section 4. An 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 that no notice be sent.

Section 5. Suspensions are used at the discretion of the Board. The duration of suspensions with or without pay pending investigation by the Board, shall be determined by the Board.

Section 6. Any employee who does not receive disciplinary action for a period of twenty four (24) months may request in writing a review of their personnel file by the Division of Labor and Employee Relations for consideration of removal of disciplinary items.

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

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

ARTICLE 10

PERSONNEL FILE

No material placed in the employee's personnel folder, including evaluations of the employee, shall be used to discipline the employee unless a copy is offered to the employee.

Employees may from time to time review material compiled in their folder, except pre-employment data, provided they schedule an appointment with the Human Resources Division in advance.

ARTICLE 11

SENIORITY

Section 1. Seniority shall be defined as the length of an employee's continuous and regular service within the bargaining unit from his/her date of hire.

Section 2. A "regular employee" is defined as one who has been regularly and continuously employed with the Board and who has completed his/her probationary period.

Section 3. A "probationary employee" is defined as one who has not completed his/her first six (6) months of continuous service with the Board. On the six (6) month anniversary of employment, such employee shall cease to be "probationary", shall be entered on the seniority list, and shall rank in seniority from the date of employment with the Board. During the probationary period, termination of employment shall not be subject to the grievance procedure. Upon written request from the Board, the six (6) month probationary period may be extended an additional thirty (30) days.

Section 4. In making promotions to higher paid job classifications, the Board will give consideration to seniority, work history, ability, experience, and qualifications. Ability, experience and

qualifications being sufficient and equal, seniority shall prevail.

Section 5. Surplus

- (a) In the event of a surplus caused by the following: closing and/or the consolidation of a school or program; drop in student enrollment/population; “Fresh Start”; lack of funding; or reconfiguration, the Board will surplus members of this bargaining unit. In those instances where the surplus may not affect all employees, the Board will declare eligible for surplus, the employee(s), within the job classification, term of employment, and the location requiring surplus with the least amount of seniority, all qualifications and abilities being equal. Part-time and temporary employees at the location in the job classification to be affected by the surplus shall be surplused before the surplus of regular employees.
- (b) Once the Board has decided to surplus an employee(s), the employee(s) shall be informed by the Board of the pending surplus.
- (c) The Board may hold a “Surplus Fair” for surplus employees only. All approved vacant positions at the Board will be offered to surplus employees at the “Surplus Fair.” The Board will make every attempt to place surplus employees in a position without loss of pay. No new employee shall be hired within a classification if there are employees subject to surplus in the same classification.

Section 6. Layoffs

- (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. Part time and temporary employees at the location in the job classification to be affected by the proposed layoff shall be laid off before layoff of regular employees.
- (b) After the Board has exhausted all possible remedies, including but not limited to, reclassification, in or out of the bargaining unit, 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/her classification included within the district. If the employee chooses not to exercise his/her seniority rights, the employee may be laid off. Such employee(s) may bump employees with less seniority in lower classifications when qualified to do the work, provided there is no position in their classification available. The employee shall be paid the rate of the classification into which he/she bumps.
 - (1) Employees who are reclassified pursuant to (b), in order to avoid a layoff, will remain on the recall list for six (6) months.
- (c) In the event of recall, employees shall be recalled in inverse order of layoff, within the classification. 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 to the employee's current address on file with the Board. It shall be the employee's responsibility to supply the Board with his/her current address.
- (e) 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/she shall lose all recall rights.

Section 7. An employee shall lose their seniority and be discharged if and when they:

- (a) Voluntarily quit;
- (b) Are discharged for cause;
- (c) Fail to return to work from layoff within two (2) weeks of recall to work;
- (d) Are laid off for a period in excess of six (6) consecutive months;
- (e) Engage in gainful employment while on a leave of absence without written approval from the Board.

Section 8. 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 one (1) year or less shall accumulate and maintain continuous seniority from the most recent date of permanent employment.

Section 9. A current seniority list will be provided to every building in the district at the beginning of each school year, and copies will be sent to the Union. The seniority listing may be transmitted electronically to the Union. A current seniority list shall be sent to the Union prior to any layoffs or school closings.

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. Military Leave

- a. Employees who are members of the National Guard or any reserve component of the armed forces of the United States shall be granted a leave of absence with regular pay for a period not to exceed a total of fifteen (15) calendar days in any calendar year. Military leave shall be considered as continuous service, up to a maximum of five (5) years, for the purpose of salary increments, retirement, and seniority. 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 Uniform Services Employment and Reemployment Rights Act of 1994.

- b. Any employee, who enlists, is drafted or inducted into the armed forces for active duty shall be granted a military leave of absence without pay. Leave is limited to the required period of service of the first voluntary period.

At the end of the military leave, the employee will be returned to the position vacated if such position has not been affected by a reduction in force; if the position has been eliminated, every effort will be made to place the employee in a comparable position.

Section 2. FMLA. The Family Medical Leave Act of 1993 provides up to twelve (12) work weeks of paid or unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked at least twelve (12) months of service with the Memphis City Schools and have worked at least 1,250 hours over the previous twelve (12) months. The Board will grant up to twelve (12) weeks unpaid Family and Medical Leave (FMLA) during a rolling twelve (12) month period for one or more of the following reasons: birth of a son or daughter, and to care for a newborn child; for placement with the employee of a child for adoption or foster care, and to care for the newly placed child; to care for an immediate family member (spouse, child, or parent – but not a parent “in law”) with a serious health condition; and when the employee is unable to work because of a serious health condition.

At the discretion of the Board, certain kinds of “paid” leave may be substituted for unpaid leave.

Section 3. Union Meetings and Conference Time. Employees elected as delegates to the National Convention of the International Union and conventions of affiliates of the International Union and conventions shall be granted leaves of absence without pay provided that the number of employees granted leave at one time shall not exceed one (1) from any one location nor a total of three (3). Application for leave of absence must be made not less than thirty (30) days before such leave is to begin.

Section 4. Full Time Union Service. An employee elected or appointed to a full time paid position by the exclusive representative (union) may be granted a leave of absence without pay and without loss of seniority for not more than one (1) year for the purpose of conducting the duties of the exclusive representative (union). The request may be made by the Union each year.

Section 5. Parenting Leave. Full time regular employees, who have not worked with Memphis City Schools for twelve months and/or have not worked 1,250 hours within the previous twelve months, or who have exhausted their Family Medical Leave eligibility except where governed by a collective bargaining agreement. This section is not covered under Family Medical Leave Act (FMLA); therefore the employee’s position is not job protected. For employees who are FMLA eligible, this Article runs concurrent with FMLA. The Board of Education may grant parenting leave to employees without pay for a period up to six months not to exceed one (1) year. A pregnant employee may continue to work as long as the employee’s health is not endangered and does not prevent the employee from adequately performing her assigned duties. All decisions related to health shall be based on the advice and consent of the employee’s physician. If job performance indicates that it is inadvisable for the employee to continue in service, the appropriate manager, following counseling, shall recommend to the employee that she request maternity leave. Should the

recommendation not be accepted by the employee, the appropriate manager may recommend to the Division of Human Resources that the employee be placed on leave, without prejudice, as soon as these conditions are substantiated.

An employee, on parenting leave, who does not intend to return to the position from which he/she is on leave, shall notify the Division of Human Resources in writing thirty (30) calendar days prior to the expected date of return.

The employee requesting parenting leave must complete and submit a Leave of Absence Request form to the Division of Human Resources at least thirty (30) days prior to the requested date of the leave or the expected date of confinement. A medical statement form provided by the Division of Human Resources, must be completed by the attending physician of the birth mother and accompany the request for maternity leave. The thirty (30) day notice may be waived or reduced by the Board based upon receipt of a statement from a certified physician.

The parenting leave may be extended to a later specified date upon written request from the employee to the Division of Human Resources, at least thirty (30) days prior to the expiration of parenting leave. The procedure for extending a parenting leave and the conditions under which a leave may be extended are the same as those used when originally requesting and granting the leave.

For reinstatement from maternity leave, the employee shall submit to the Division of Human Resources, a doctor's statement confirming her physical fitness to return to duty. For reinstatement from a paternity leave, the employee must submit a copy of the birth certificate (mother's copy is acceptable) or proof of birth.

An employee requesting leave for the adoption or foster care placement of a child shall submit a leave of absence request to the Division of Human Resources, as soon as the employee is notified of the date to receive the child. The effective date of the leave shall be at such time as the adoption procedure may require. Proof of the adoption or foster care placement must accompany the Leave of Absence Request.

It is the employee's responsibility to notify the insurance office in the Division of Employee Benefits if he/she wishes to continue insurance during the leave of absence.

Section 6. Outside Employment. 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 7. Family Illness. 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, sister, brother, child, grandmother, grandfather, and grandchild.

Section 8. Personal Leave Non Medical. 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 personal (non-medical) reasons. All requests for leaves exceeding ten (10) days shall be

submitted to the Division of Human Resources on the eleventh day. Each request for leave of absence will be considered on the basis of its merit. This section only applies to employees who have completed three years of service with the Board.

Section 9. Leave without Pay for Study. Full time regular employees who have worked for the Board for a minimum of three (3) years will be allowed a leave of absence without pay for the purpose of study for professional improvement, which shall directly benefit the Memphis City Schools. Leave may be granted for a period of time of three (3) semesters or four (4) quarters within a three (3) year period. This section is not covered under Family Medical Leave Act (FMLA); therefore the employee's position is not job protected.

Section 10. 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/her position, the employees shall be considered to have resigned from his/her 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 may be returned to the position filled by him/her when such leave was granted, unless the job was abolished, consolidated or staffed, in which event the employee will be given employment in a comparable position if available.

Section 11. Any request for emergency leave shall be answered within a reasonable time frame. All other requests shall be answered within a reasonable amount of time.

Section 12. Jury Duty. 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 13. Bereavement. 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, sister, brother, child, grandmother, grandfather and grandchild. Funeral leave is not to be abused. Proof of death and residence may be required. It is understood that bereavement leave is deducted from the employee's accrued sick and/or vacation leave.

Section 14. Sick Leave. Recognizing that regular employee attendance is necessary, 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 provide a doctor's certificate(s). The employee will be paid at the normal rate of pay. Normally the doctor's certificate will only be required for absences of three (3) or more consecutive work days except where employees' 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 employees shall accumulate 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 days 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, sick leave can be utilized by the half (1/2) workday or workday(s).
- 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 shall not be used for any purpose other than as provided in this section.
- g. Any employee in the bargaining unit who is a participating member in the Tennessee Consolidated Retirement System as specified in Article 29, Retirement, and who has unused accumulated sick leave at the date of his/her 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 15. 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. After 12 weeks the insurance premium will be charged at a higher rate.

Section 16. Government Service Leave. Leaves of absence may be granted without pay for the following specific purposes as provided below. All rights and privileges of this section are contingent upon the employee's return to the system upon expiration of the leave:

1. Campaigning for Elective Public Office

A candidate for elective public office may be granted a leave of absence for campaigning. Such leave shall not exceed two (2) months except that such additional time may be allowed in the event of a run-off.

2. Elected State Legislator/Elected City Council/Part-Time Position

For holding a position as State Legislator, City Council member, County Commissioner, or any other elective or appointive part time public office a leave of absence will be granted. Daily deductions while serving in the elective or appointive position will be at the rate of substitute's pay. In cases of job classification with no set substitute salary schedule, an amount per diem will be determined with the approval of the Superintendent or designee.

3. Noncompensatory Appointive Public Board

Leave may be granted for service on a Tennessee noncompensatory appointive public board. Absence with no deduction is subject to the approval of the Superintendent.

For purposes of this article, Part 3 will be applicable only when service is on boards within the state of Tennessee or involves local or Tennessee representation on regional or national boards.

During such leaves and/or absences approved under this article, employees will be eligible for all applicable benefits within the jurisdiction of the Board.

In connection with campaigning as a candidate for or holding a public office, it shall be contrary to policy for school system facilities, equipment, or supplies to be used at any time; for there to be any involvement of system personnel during the work day; or for there to be an encroachment on the time of the work day.

Section 17. Applicable leaves taken under Article 12 shall run concurrent with Family Medical Leave Act (FMLA) leave provisions as outlined in the Board of Education policy. Family Medical Leave (FMLA) must be requested at the time of the applicable leave. Absence in excess of ten (10) consecutive days will require the employee to submit paperwork for a leave of absence to the Division of Human Resources. Employees returning from leave under this Article must submit paperwork to the Division of Human Resources in writing prior to returning from leave. Absences less than eleven (11) days are considered personal illness days.

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/her employment with the Board:

- a. During the first two months of disability, the employee shall receive 100% of his/her straight time pay for his/her normal weekly hours. After the second consecutive month of disability, the employee shall be entitled to the appropriate regular sick leave for those days normally scheduled to work.
- 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/her normal straight time rate for the remaining period of disability up to one (1) year. No compensation shall exceed one (1) year. After the tenth (10) day of continuous absence a leave of absence must be filed in the Division of Human Resources.
- 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 28, Insurance, shall be continued. Further, the accrual of seniority, 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 which they qualify, 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. The employee must provide medical statements upon request to verify the medical condition and "light duty".

Section 2. "Disability" as used herein shall mean the total inability of the employee to carry out his/her 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/her 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/she requires emergency medical treatment, he/she should be taken to a facility for such treatment. When an employee is incapacitated to the extent that he/she is unable to make such a decision, the Board will make the decision.

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 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.

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 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

COMMUNICABLE DISEASES

It is the policy of the Board to adhere to and operate within Federal, State, County and City laws as it pertains to public health and related matters. In cases where employees are assigned in areas where exposure to communicable diseases (such as and not limited to tetanus, typhoid, typhus, AIDS, tuberculosis, hepatitis, other communicable diseases, and aid and blood borne pathogens), has been determined by the Health Department and/or the Board's Safety Officer, the Board will take the necessary actions as directed by the Health Department and/or the Board's Safety Officer. An employee assigned in an exposed area determined by the Health Department and/or the Board's Safety Officer, that has not been treated, may request to be tested and if found to be exposed, be treated by the Board.

ARTICLE 15

HOURS OF WORK

Section 1. The normal workday for school-based employees shall consist of eight (8) hours a day inclusive of two (2) fifteen-minute breaks and a thirty-minute paid lunch. The normal workday for

employees who are not assigned to a school shall consist of eight (8) hours a day inclusive of two (2) fifteen-minute breaks and an unpaid lunch. The regular workweek shall be five (5) eight (8) hour days, Monday through Friday. In addition, flextime or any other scheduled time shall be the normal time of work for this unit.

- a. All work performed in excess of forty (40) hours in any one (1) work week shall be paid for one and one-half (1 – ½) times the straight time rate. Paid holidays will count as hours worked for the purpose of establishing the forty (40) hour base.
- b. All work performed on Saturday shall be paid for at one and one-half (1 – ½) times the straight time rate, provided the employee has completed a forty (40) hour work week.
- c. All work performed on Sunday shall be paid for at double time the straight time rate, provided the employee has completed a forty (40) hour work week.
- d. There shall be no duplicating or pyramiding of overtime, premium, or penalty pay whatsoever.
- e. Nothing contained herein shall be construed to limit the Board's exclusive right to make any change in work rules related to regular starting times, quitting times or change in the work week. Employees affected by this provision will be given notice prior to any changes.

Section 2. It is recognized that the operations of the various facilities within the Board's jurisdiction may require the performance of work in excess of eight (8) hours a day or in excess of five (5) days a week in order to meet its varying requirements. Accordingly, employees shall work hours or days other than those provided for in their normal work schedule when assigned or scheduled to do so by the Board.

ARTICLE 16

LUNCH BREAKS AND REST BREAKS

Lunch breaks shall be given to all Office Professionals Clerical Unit, and shall be scheduled by the Supervisor.

All Office Professionals Clerical Unit employees' will be provided two (2) paid fifteen (15) minute rest breaks during the workday.

Any additional time shall be given at the discretion of the Supervisor.

ARTICLE 17

HOLIDAYS WITH PAY

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

**Employees on 12 Month
Employment Basis**

New Year's Day
Dr. Martin Luther King's Birthday

**Employees on Less than 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

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. Employees must be in an active pay status the day preceding and the day following the holiday in order to receive holiday pay.

Section 3. 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. 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/her full shift on his/her 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.

Section 4. If the employee is on vacation and a holiday occurs during such vacation, the holiday will not be considered as a vacation day.

Section 5. 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. Full time regular employees after the completion of six (6) months (13 full biweekly pay periods), shall be entitled to the following accrual of vacation:

<u>Service Time</u>	<u>Vacation Time Accrued Per Pay Period</u>
---------------------	---

At least six (6) months but less than three (3) years	.46
Three (3) years to ten (10) years	.54
Ten (10) years to fifteen (15) years	.65
Fifteen (15) years to twenty-five (25) years	.77
Twenty-five (25) years and over	.96

Section 2. Creditable service for purposes of eligibility for vacation is computed on the basis of total length of full time regular employment with Memphis City Schools. Vacation accrues while an employee is in a paid status, but does not accrue while an employee is in an unpaid status. Vacation pay will be the employee’s straight time rate of pay at the time vacation is taken.

Section 3. Accumulation. All full-time regular employees (salaried or hourly) may accumulate unused vacation days to a maximum of thirty-five (35) days. All other unused vacation shall be forfeited.

Section 4. Vacation Scheduling

- (a) Vacation may be taken at any time following accrual. Vacation schedules are subject to the approval of the employee's immediate supervisor, and should be planned in such a way that division's/department's operational procedures will continue satisfactorily.
- (b) Vacation schedules will not be modified to accommodate illness or sick leave during the scheduled vacation. However, for documented illness while on vacation, use of sick leave time may be used, and the vacation time deducted may be restored once approved by the Administration.

Section 5. Retirement. Full-time regular employees who have accrued vacation due at the time of retirement shall receive payment at the appropriate salary rate for a maximum of thirty-five (35) days, provided the employee gives a thirty (30) day notice, unless waived by the Superintendent.

Section 6. Employees who have earned and qualified for vacation who voluntarily quit, retire, are laid off or discharged shall be entitled to be paid for unused vacation.

ARTICLE 19

INCLEMENT WEATHER

In case of inclement weather, the Office Professionals/Clerical Unit shall be afforded the opportunity to utilize any eligible vacation time.

ARTICLE 20

BULLETIN BOARD

The Board shall provide reasonable bulletin board space for use by the union in posting union business and activities. The Union shall not use said bulletin board space for political purposes other than union elections.

ARTICLE 21

JOB DESCRIPTIONS

An employee new to his/her position will receive a copy of his/her job description upon hire. Current employees of the bargaining unit shall receive a copy of their job description upon request.

ARTICLE 22

VACANCIES

The Board will attempt to recruit and retain qualified applicants from within this bargaining unit. Periodically, the Board will post a notice of the Board's intent to create a pool of qualified candidates for future vacancies within the Memphis City Schools. The pool will be redefined to meet the goals and needs of the Board in order to recruit, and match transfer request from within. All employees of this bargaining unit are encouraged to apply when applicable.

Subsequently, notices of bargaining unit vacancies shall be posted by the Human Resources Division on the Memphis City Schools website for at least five working days, during which time employees may apply electronically to fill the vacancy. Nothing contained herein shall prohibit the Board from hiring any qualified applicant for such vacancy from any source. Any source includes and is not limited to: layoff recall list, various Memphis City Schools pools, Memphis City Schools employees (not in bargaining unit), and non-Memphis City Schools employees. However, preference will be given to current Memphis City Schools bargaining unit employees when skills and qualifications are equal. Notwithstanding the above, anything herein shall not require the Board to fill a job vacancy if no qualified applicants are available.

ARTICLE 23

WORKING OUT OF CLASSIFICATION

Section 1. The Board shall avoid, whenever possible, working an employee out of class for a prolonged period of time. The Union recognizes that for the purpose of emergencies and/or vacations, an employee may be requested to work additional duties but an employee that has been required by the Supervisor to work an out of class assignment for longer than five (5) days shall receive the rate of pay of the higher classification/position until the completion of the assignment. An out of class assignment is defined as when an employee is required to perform significant duties and responsibilities of a higher classification/position.

In the case of a vacancy or when the regular scheduled employee is on an approved leave of absence through Human Resources, the employee can make a request to the Site Administrator to be placed in the position on an interim basis, provided the employee meets all basic job requirements for the position and the vacancy occurs for at least 90 days.

ARTICLE 24

SALARIES

Section 1. Employees in the bargaining unit shall automatically receive step increases effective July 1, 2006 if the employee has been in the current position for a minimum of six (6) months. Any step

increases beginning July 1, 2007 and beyond shall be based on performance/merit implementation to be discussed in more detail with the union in Labor Management Committee.

Section 2. Employees in the bargaining unit shall receive a pro-rated bi-weekly longevity payment according to the following schedule of service:

Beginning of the 10 th year	3%
Beginning of the 20 th year	6%

Section 3. Effective July 2007, ten (10) month salaried employees in the bargaining unit will be able to participate in a twelve (12) month equal pay option. An employee in the bargaining unit must notify the Division of Human Resources in writing of their desire to participate in this twelve (12) month pay option no later than July 1. The twelve (12) month equal pay option does not apply to members of the bargaining unit that are paid on an hourly basis.

Section 4. Effective July 1, salaries to be paid by the Board for work performed by employees in the bargaining unit shall be those listed in, and shall be paid in accordance with, the procedures set out in Appendix A attached hereto and made a part thereof.

ARTICLE 25

REIMBURSEMENT PROCEDURES

Reimbursement procedures for the Office Professional/Clerical Unit employees, who incur expenses while performing approved Board business, shall be as follows:

In those instances and/or emergencies in which an approved expense for supplies and materials is incurred by employees of this bargaining unit, the employee shall be reimbursed by the Board. Receipts are required for such reimbursement.

ARTICLE 26

MILEAGE

Office Professionals/Clerical Unit who have received approval from the Superintendent or Superintendent's designee for local travel, that is part of the official duties of the employee within Shelby County, will be reimbursed at the Board's current reimbursement rate.

ARTICLE 27

SEVERANCE PAY

The Employer shall provide severance pay for employees covered by this bargaining unit as outlined in Board Policy 4110. Employees who are laid off will be provided a severance pay based on the length of continuous service with the Board, in accordance with the severance pay schedule in Board Policy 4110.

ARTICLE 28
INSURANCE

The Board agrees to offer group health and life insurance benefits to eligible employees. Employee shall receive benefits as provided by the Board of Education of the Memphis City Schools Group Insurance Plan. Said benefits will be subject to all terms and conditions of the Plan and the Board Group Insurance Policy. No matter respecting the insurance program or any difference arising there under shall be subject to the grievance procedure.

ELIGIBILITY, ENROLLMENT, AND DEDUCTIONS:

1. Eligibility. All full-time active employees who work a minimum of twenty-five (25), regularly scheduled, hours per week.
2. Enrollment. The employee shall have the option of enrolling in the group health and life insurance plans. Employees who become insurance eligible must enroll within the first 30 calendar days of becoming eligible. The Employee Benefits Office must receive enrollment forms before coverage is effective. Coverage becomes effective the first day of the month following 30 days of active employment. Employees must be actively at work on the effective date of coverage.
3. Insurance Deduction. Premiums deducted from the employee's check to pay for health and life insurance coverage are automatically taken on a before-tax basis, unless the employee has indicated to the contrary in writing to the Employee Benefit Office. The premiums paid by the employee are not subject to federal, state, and Social Security (FICA) taxes. The before-tax deductions are subjects to the requirements of Section 125 of the Internal Revenue Code as amended from time to time.
4. Contribution. During the terms of this Agreement, benefit eligible employees shall pay the same contribution rates as offered to all other Board of Education benefit eligible employees.

ARTICLE 29
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 permanent 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 from any employee with respect to making and filing claims or demands against the Retirement System in the manner described by said 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 30

NONDISCRIMINATION

The Board and the Union shall not discriminate with respect to any term or condition of employment against any employee covered by this Memorandum of Understanding because of membership or non-membership in the Union or membership or non-membership in any collective bargaining organization.

Both the Board and the Union agree that they will not discriminate against or harass any employee because of race, sex, religion, color, national origin, age or disability as defined by related federal and state laws.

ARTICLE 31

NO STRIKE NO LOCK OUT

Section 1. During the terms of this Memorandum of Understanding, the Union agrees that it will not engage in, encourage, or approve any strike, slowdown or other work stoppage, or interference with the Board's work. The Board agrees that it will not lock out bargaining unit employees during the term of this Memorandum of Understanding.

Section 2. In the event of slowdowns, walkouts, work actions, strikes, picketing, boycotts, or other stoppage of, suspension of, or interference with the Board's work or business by an employee or employees, the Board shall have the right to discipline or discharge any and all employees taking part in or having a responsibility for such actions. In addition, when the above actions are not sanctioned, approved, or endorsed by the Union and its membership, and/or in those instances when non-board employees are involved in these actions, the Board or the Union may use any remedies they may have by law or in equity.

ARTICLE 32

ENTIRETY OF AGREEMENT

The Parties acknowledge that during the negotiations which resulted in this Memorandum of Understanding, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by the Board Resolution passed on September 26, 2005, from the area of collective bargaining, and that the understandings arrived at by the Parties after the exercise of that right and opportunity are fully set forth in this Memorandum of Understanding. Therefore, it is agreed that this written Memorandum of Understanding represents complete collective bargaining and the full agreement by the Parties with respect to rates of pay, wages, hours of employment, or conditions of employment which shall prevail during the term thereof, and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the Parties for the life of this Memorandum of Understanding and this concludes collective bargaining for its term.

ARTICLE 33

SAVINGS CLAUSE

Should any article, section, or provisions of this Memorandum of Understanding be held unenforceable or any application thereof, be unlawful by virtue of any federal or state law, or final adjudication of any court of competent jurisdiction, the provisions or application of a provision of the Memorandum of Understanding shall be modified in compliance with the law, or final adjudication. The Parties will meet to discuss the changes in language. In all other respects the provisions of the Memorandum of Understanding shall continue in full force and be in effect for the life thereof.

ARTICLE 34

DURATION, ALTERATION, AND AMENDMENT

Section 1. While affirming its legally constituted authority to take independent action, it is understood and agreed between the Board and the Union that changes in this Memorandum of Understanding shall be by mutual consent.

Section 2. This Memorandum of Understanding shall be effective July 1, 2006, and shall remain in effect through June 30, 2009, and from year to year thereafter unless at least sixty (60) days prior to the expiration date of this Memorandum of Understanding or any anniversary thereof, notice by registered or certified mail is given by either party of the desire to terminate, modify, or amend this

Memorandum of Understanding.

EXECUTED: _____ , 2006

**Board of Education
Memphis City School**

**American Federation of State, County,
and Municipal Employees AFL-CIO**

Appendix A

Recognition

The following positions constitute all positions included within Article 3, Recognition, of this Agreement for the purpose of collective bargaining between the Board and the Union:

Administrative Secretary I

Junior High School Secretary

Administrative Secretary II

Purchasing Clerk I

Administrative Secretary III

Purchasing Clerk II

Administrative Secretary IV

Clerical Assistant

Clerk

Community Contact Assistant

Data Processing Clerk I

Data Processing Clerk II

Data Processing Clerk III

Elementary School Secretary

General Office Secretary (School)

Purchasing Clerk III

Receptionist

Records Clerk I

Records Clerk II

Records Clerk III

Secretarial Specialist

Senior High School Secretary

Telephone Operator

Vocational Rehab Secretary

EXHIBIT A

BETWEEN THE BOARD OF EDUCATION OF THE MEMPHIS CITY SCHOOLS
MEMPHIS, TENNESSEE AND THE AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, LOCAL 1733

DURING THE TERM OF THE MEMORANDUM OF UNDERSTANDING OF WHICH THIS
EXHIBIT IS A PART, THE RATES OF EMPLOYMENT IN THE BARGAINING UNIT
SHALL BE AS FOLLOWS:

EFFECTIVE JULY 1, 2006

CLERK		Administrative Secretary 1 Receptionist Telephone Operator	
Steps (Based on Merit)	BIWEEKLY SALARY	Steps (Based on Merit)	BIWEEKLY SALARY
0	\$ 792.54	0	\$ 830.28
1	\$ 836.40	1	\$ 874.14
2	\$ 889.44	2	\$ 927.18
3	\$ 942.48	3	\$ 982.26
4	\$ 1,001.64	4	\$ 1,038.36
5	\$ 1,060.80	5	\$ 1,101.60
6	\$ 1,125.06	6	\$ 1,161.78
7	\$ 1,192.38	7	\$ 1,232.16

The Parties agree to reopen for negotiations the provision of Exhibit A for wage rates for 2007 and 2008. Negotiations concerning the provisions of Exhibit A, shall commence no sooner than thirty (30) days prior to the July of the respective years or at a time mutually agreeable to the Parties. Negotiations shall commence in a timely manner, with the intent to complete negotiations prior to July 1.

EFFECTIVE JULY 1, 2006

Clerical Assistants		Records Clerk 1	
		Data Processing Clerk	
		Purchasing Clerk 1	
		Administrative Secretary II	
		General Office Secretary (School)	
Steps (Based on Merit)	HOURLY SALARY	Steps (Based on Merit)	BIWEEKLY SALARY
0	\$ 7.85	0	\$ 868.02
1	\$ 8.36	1	\$ 913.92
2	\$ 8.62	2	\$ 966.96
3	\$ 9.03	3	\$ 1,020.00
4	\$ 9.28	4	\$ 1,077.12
5	\$ 9.64	5	\$ 1,139.34
6	\$ 10.20	6	\$ 1,200.54
7	\$ 10.40	7	\$ 1,269.90
8	\$ 10.97		
9	\$ 11.27		

The Parties agree to reopen for negotiations the provision of Exhibit A for wage rates for 2007 and 2008. Negotiations concerning the provisions of Exhibit A, shall commence no sooner than thirty (30) days prior to the July of the respective years or at a time mutually agreeable to the Parties. Negotiations shall commence in a timely manner, with the intent to complete negotiations prior to July 1.

EFFECTIVE JULY 1, 2006

Records Clerk II
 Data Processing Clerk II
 Purchasing Clerk II
 Administrative Secretary III
 Elem. School Secretary
 Community Contact Assistant

Vocational Rehab Secretary

	BIWEEKLY		BIWEEKLY
Steps (Based on Merit)	SALARY	Steps (Based on Merit)	SALARY
0	\$ 904.74	0	\$ 747.23
1	\$ 950.64		
2	\$ 1,003.68		
3	\$ 1,058.76		
4	\$ 1,114.86		
5	\$ 1,179.12		
6	\$ 1,240.32		
7	\$ 1,307.64		

The Parties agree to reopen for negotiations the provision of Exhibit A for wage rates for 2007 and 2008. Negotiations concerning the provisions of Exhibit A, shall commence no sooner than thirty (30) days prior to the July of the respective years or at a time mutually agreeable to the Parties. Negotiations shall commence in a timely manner, with the intent to complete negotiations prior to July 1.

EFFECTIVE JULY 1, 2006

Records Clerk III

Data Processing Clerk III

Purchasing Clerk III

Administrative Secretary IV

Jr. High School Secretary

Sr. High School Secretary

Secretarial Specialist

Steps (Based on Merit)	BIWEEKLY SALARY	Steps (Based on Merit)	BIWEEKLY SALARY
0	\$ 943.50	0	\$ 983.28
1	\$ 990.42	1	\$ 1,030.20
2	\$ 1,041.42	2	\$ 1,080.18
3	\$ 1,095.48	3	\$ 1,136.28
4	\$ 1,152.60	4	\$ 1,191.36
5	\$ 1,214.82	5	\$ 1,253.58
6	\$ 1,280.10	6	\$ 1,317.84
7	\$ 1,345.38	7	\$ 1,385.16

The Parties agree to reopen for negotiations the provision of Exhibit A for wage rates for 2007 and 2008. Negotiations concerning the provisions of Exhibit A, shall commence no sooner than thirty (30) days prior to the July of the respective years or at a time mutually agreeable to the Parties. Negotiations shall commence in a timely manner, with the intent to complete negotiations prior to



Please reply to:
Kimkea' Harris, Labor Relations Administrator
Division of Labor and Employee Relations
PHONE: (901) 416-5323
FAX: (901) 416-5756
E-Mail: harrisk1@mcsk12.net

August 21, 2006

Mr. Zachary J. Ramsey
AFSCME, Local 1733
485 Beale Street
Memphis, TN 38103

REF: Labor Management Committee

Dear Mr. Ramsey:

This is to affirm that the Board of Education of the Memphis City Schools agrees to establish a Labor Management Committee for the purpose of resolution of concerns related to safety, training, and other issues mutually agreed to by the Parties.

The committee shall mutually meet at agreeable times, but no less than twice a year unless agreed to by the Parties.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimkea' L. Harris". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Kimkea' L. Harris, Labor Relations Administrator
Division of Labor and Employee Relations

KLH:kh

c: Dorothy Crook



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

Please reply to:

Kimkea' L. Harris, Labor Relations Administrator
Division of Labor and Employee Relations
PHONE: (901) 416-5323
FAX: (901) 416-5756
E-Mail: harrisk1@mcsk12.net

August 21, 2006

Mr. Zachary J. Ramsey
AFSCME, Local 1733
485 Beale Street
Memphis, TN 38103

Dear Mr. Ramsey:

During the 2006 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.

During the term of this Memorandum of Understanding, if it becomes necessary to subcontract and/or reduce the workforce, the Parties agree to refer this to labor management to discuss alternatives and/or implementation.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimkea' L. Harris", with a long horizontal flourish extending to the right.

Kimkea' L. Harris, Labor Relations Administrator
Division of Labor and Employee Relations

KLH:kh

c: Dorothy Crook



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

August 21, 2006

Please reply to:
Kimkea' L. Harris, Labor Relations Administrator
Division of Labor and Employee Relations
PHONE: (901) 416-5323
FAX: (901) 416-5756
E-Mail: harrisk1@mcsk12.net

Mr. Zachary J. Ramsey
AFSCME, Local 1733
485 Beale Street
Memphis, TN 38103

REF: Employee Educational Training

Dear Mr. Ramsey:

During the 2006 negotiations between the Board and the American Federation of State, County and Municipal Employees, the Parties discussed the commitment of both Parties to improve career advancement opportunities for members of the bargaining unit.

The Parties agree to refer this topic to the Labor Management Committee to discuss further.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimkea' L. Harris", with a long horizontal flourish extending to the right.

Kimkea' L. Harris, Labor Relations Administrator
Division of Labor and Employee Relations

KLH:kh

c: Dorothy Crook



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

August 21, 2006

Please reply to:
Kimkea' L. Harris, Labor Relations Administrator
Division of Labor and Employee Relations
PHONE: (901) 416-5323
FAX: (901) 416-5756
E-Mail: harrisk1@mcsk12.net

Mr. Zachary J. Ramsey
AFSCME, Local 1733
485 Beale Street
Memphis, TN 38103

Dear Mr. Ramsey:

During the 2006 negotiations of the Memorandum of Understanding between the American Federation of State, County, Municipal Employees, AFL-CIO (Office Professionals/Clerical Unit), and the Board of Education of the Memphis City Schools, the subject of the procedure employees may follow to have their position consider for evaluation and reclassification was discussed.

Memphis City Schools acknowledged that this process does exist and that the employee must first discuss a possible reclassification with their immediate supervisor when there are substantial changes in their tasks, duties, and responsibilities, which may properly fall within another job classification. The employee, along with his/her supervisor, may submit a request for a position evaluation to Human Resources for a review of his/her job classification.

If Human Resources approves such recommendation and authorizes a change in the employee's job classification, then the effective day of a salary change will be the first biweekly pay period following the determination that the position has been approved for change. Nothing herein shall curtail the Board's right to review and change job duties as it deems necessary.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimkea' L. Harris", written in a cursive style.

Kimkea' L. Harris, Labor Relations Administrator
Division of Labor and Employee Relations

KLH:kh

c: Dorothy Crook



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August 21, 2006

Mr. Zachary J. Ramsey
AFSCME, Local 1733
485 Beale Street
Memphis, TN 38103

Dear Mr. Ramsey:

During the 2006 negotiations between the Board and the American Federation of State, County and Municipal Employees, the Parties discussed the possibility of creating a sick leave bank to share among bargaining unit members.

The Parties agree to refer this topic to the Labor Management Committee to discuss further.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimkea' L. Harris", with a long horizontal flourish extending to the right.

Kimkea' L. Harris, Labor Relations Administrator
Division of Labor and Employee Relations

KLH:kh

c: Dorothy Crook