

MEMORANDUM OF UNDERSTANDING

BETWEEN

**CITY OF MEMPHIS, TENNESSEE
DIVISION OF POLICE SERVICES**



AND

DESOTO LODGE NO. 3

**INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE WORKERS**

AFL-CIO

**EFFECTIVE
JULY 1, 2011
THROUGH
JUNE 30, 2013**

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ARTICLE 1

PREAMBLE

This Memorandum of Understanding is entered into by and between the City of Memphis, Tennessee, hereinafter referred to as the City, and DeSoto Lodge, No. 3 of the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the Union.

It is the purpose of this Memorandum of Understanding to assure orderly and harmonious relations between the City and the Union and to provide for equitable and peaceful adjustments of differences which may arise related to the wages, hours and conditions of employment as enumerated herein. Further, it is the intent of the City and Union through this Memorandum to ensure both the well-being of said employees and the efficient operation of the departments in which they are assigned.

ARTICLE 2

RECOGNITION

The City of Memphis recognizes the DeSoto Lodge No. 3 International Association of Machinists and Aerospace Workers, AFL-CIO, as the designated representative for full-time, non-probationary, regular employees holding positions classified in the City as: **Helicopter Mechanic and Layout Person** for the purpose of conferences and meetings pertaining to the application and interpretation of this agreement for the term of this agreement. The parties agree that the recognition is granted to the full extent and authority provided by the Charter of the City of Memphis and the laws of the State of Tennessee and applicable policies of the City of Memphis.

The City grants recognition to the Union in accordance with the City Council

Labor Policy which provides that no other labor organization shall be recognized unless they be recognized by a majority of the non-supervisory personnel of the appropriate classification.

ARTICLE 3

MANAGEMENT RIGHTS

Nothing in this Memorandum of Understanding shall be interpreted as abrogating the authority vested in the City for the exclusive management, control and operation of all City Divisions. The City has the exclusive right among others: to determine the purpose and duties of its Divisions; to set the standard of services to be offered to its citizens; to enter into any contracts for City business; and to exercise control and discretion over its organization and employees, so long as the determination does not violate this Memorandum of Understanding. Included is the City's right: to direct its employees; to hire, promote, assign or retain employees in positions and locations of all City Divisions; to select its managerial and supervisory employees; to establish reasonable work rules, to suspend, demote, discharge or take other appropriate disciplinary action against its employees for just cause; to determine job qualifications and classifications and the number of employees required at any time; to maintain the efficiency of operation; to assure maintenance of service during emergency conditions, by requiring extended duties hours during said emergency as deemed by the unit commander, to determine the methods, means, tools and personnel by which operations are to be carried out, to relieve its employees from duty in the event of lack of work, funds, or for other legitimate reasons, and to determine work schedules, hours, and number of shifts.

The Union recognizes the City's authority in making new work rules and changing work rules. The City recognizes the importance of informing employees about these matters as early as possible.

The rights and powers of management mentioned in this memorandum do not list or limit such power, and the rights listed together with all other rights, power and prerogatives of the City, not specifically ceded in this Agreement remain vested exclusively in the City.

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

Nothing in this Article will abrogate or alter the other Articles of this Agreement.

ARTICLE 4

NON-DISCRIMINATION CLAUSE

No employee shall be discriminated against or discharged because of Union membership or for utilization of the grievance procedure outlined herein; and there shall be no discrimination against any employee because of sex, marital status, race, religion, national origin, age, disability, or political affiliation. No employee will be denied promotion or any other benefit because of membership in the Union. Nothing herein, however, shall provide immunity to any employee of the Division of Police Services for the violation of any law, statute or ordinance.

ARTICLE 5

UNION STEWARDS AND UNION REPRESENTATION

Section 1. The employer recognizes and shall deal with all of the accredited Union Stewards in all matters relating to grievances and interpretations of this Memorandum of Understanding.

Section 2. A written list of the Union Stewards (such lists to outline the area to be represented by stewards) shall be furnished to the employer immediately after their designation and the Union shall notify the employer promptly of such Union Stewards or changes thereof. The number of Stewards and the area they represent shall be determined by mutual agreement. The number of Stewards shall be one per area and one Chief Steward.

Section 3. Union Stewards within the area shall be granted reasonable time off during working hours to investigate and settle grievances upon notice to and approval, which shall not be unreasonably withheld, of the immediate supervisor, without loss of pay.

Section 4. Union staff representatives shall, upon request by the Union, be admitted to the buildings and grounds of the employer during work hours for the purpose of assisting in the adjusting of grievances and the conducting of other Union business, except Union solicitation and Union meetings or any Union activity which would disrupt the normal work schedule.

ARTICLE 6

DISCIPLINE AND DISCHARGE

Disciplinary action or measures shall involve only the following.

The City agrees to the principles of Progressive discipline where applicable:

- (a) Oral Reprimand
- (b) Written Reprimand
- (c) Suspension not to exceed ten (10) days (notice to be given in writing)
- (d) Discharge

A formal oral reprimand may be given to an employee but must be given in the presence of a Steward, and the said discussion will become part of the employee's performance/training record at the work station. The employer shall not discharge the employee without just cause. In any case involving discharge, the employee may contest the discharge and may elect to use the grievance procedure or Civil Service procedure. The employee, the designated Steward and the Union will be notified in writing that the employee has been suspended and is subject to discharge. The notice should set forth the reasons for the disciplinary action. Notice to the employee and Union will satisfy technical complaints

The Union shall have the right to take up the suspension and/or discharge at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by the Union. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation less temporary earnings for all lost time and with full restoration of all other rights and conditions of employment.

ARTICLE 7

GRIEVANCE PROCEDURE

A grievance is defined as a dispute involving the application of any article within this Memorandum of Understanding and shall be settled in the following manner and shall be in writing. Grievance meetings shall be scheduled during normal working hours.

Step 1 - A Union Committee person with the aggrieved employee shall discuss the grievance with the employee's immediate supervisor within ten (10) days of the date of the grievance or the employee's knowledge of its occurrence. The employee's immediate supervisor shall attempt to adjust the matter and shall respond to the Union Committee within ten (10) working days.

Step 2 - If after a thorough discussion with the employee's immediate supervisor, the grievance has not been satisfactorily resolved, the aggrieved employee and one (1) Union Committee persons shall discuss the grievance with the Unit Commander. The Unit Commander and or the Inspector of Special Operations shall respond in writing within five (5) working days.

Step 3 - If after a thorough discussion with the Unit Commander the grievance has not been satisfactorily resolved, the aggrieved employee, the area Union Steward, Chief Steward, and the Union Representative shall discuss the grievance with the Division Director, or a designee, within five (5) working days after the Unit Commander response is due. The Division Director, or a designee, shall respond in writing within five (5) working days.

Step 4 - If after receipt of the decision of the Division Director, or a designee,

the grievance has not been satisfactorily resolved, the Union may request arbitration by writing to the Human Resources Director with a copy sent to the Labor Relations Office no later than fifteen (15) working days after the rendering of the Division Director's decision or the expiration of the time limit for rendering the decision. The Arbitrator shall hold a hearing on the earliest date available and mutually agreeable to the parties.

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

The Arbitrator shall render a decision not later than thirty (30) calendar days after the conclusion of the final hearings. Such decision shall be reported to the Labor Manager of the City of Memphis and to the Union and shall be a matter of public record, and shall be advisory to the Chief Administrative Officer who is hereby designated by the Mayor to render a final binding decision.

Time limits set forth in this Article may be extended by mutual agreement, which shall not be unreasonably withheld.

Selection from the Arbitration Panel. An Arbitrator shall be selected upon mutual agreement of the parties. If, within five (5) days after the request for arbitration is made, the Union and City fail to agree upon the appointment of an arbitrator, a request will be made to the Federal Mediation and Conciliation Service for a list of five (5) arbitrators. The Union and City may select one of the list of

arbitrators or if they still cannot agree, the following procedure shall be followed:

The party presenting the grievance shall be given the first opportunity to strike the name of one of the arbitrators contained in said list. The other party may then proceed to strike a name, and this procedure shall continue until one arbitrator's name remains. The arbitrator whose name remains shall be designated as the Arbitrator. In the event the Arbitrator designated declines to act, the procedure of striking names will be reinstated until an arbitrator willing to act has been selected.

The arbitration decision shall be in writing and shall set forth the Arbitrator's finding of facts, opinions and conclusions on the issues submitted. The Arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws or rules and regulations having the force and effect of laws.

The cost of the services of the Arbitrator shall be shared equally by both parties, the Division and the Union, but the cost of the services of the other members of the panel shall be borne by the selecting party.

There shall be final and binding arbitration on suspension and discharge of any employee with the arbitrator chosen as above. A matter grieved cannot be heard by the Civil Service Commission and by an arbitrator. Therefore, if a matter is appealed to the Civil Service Commission, such appeal must be withdrawn prior to the scheduling of any arbitration hearing regarding the same matter. The withdrawal of a Civil Service appeal must be in writing and made by the employee or the employee's attorney if represented. The arbitrator shall have the power to rule on disputes involving suspension or discharge under the agreement provided that he shall have no power to add to, subtract from, or modify any terms of this agreement, or any

other agreements made supplementary hereto. All other decisions, those not involving suspension or discharge, shall be reported to the Mayor or his designated appointee of the City of Memphis and to the Union and shall be a matter of public record, and shall be advisory to the Mayor or his designated appointee who is hereby designated by the Mayor to render a final and binding decision.

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

ARTICLE 8

SICK LEAVE

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

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

Service Credit	Accrual Rate Effective Date	Accrual Rate Per Month
Up to 5 years	First month of employment	1 day (8 hours)
5 years up to 9 years	First month after 5-year anniversary	1½ days (12 hours)
9 years up to 14 years	First month after 9-year anniversary	2 days (16 hours)
14 years or more	First month after 14-year anniversary	2½ days (20 hours)

EXAMPLE:

Date of Employment:	12/15/2001	(Accrues 1 day per month)*
5-year anniversary:	12/15/2006	(Accrues 1½ days per month beginning 01/15/2007)
9-year anniversary:	12/15/2010	(Accrues 2 days per month beginning 01/15/2011)
14-year anniversary:	12/15/2015	(Accrues 2½ days per month beginning 01/15/2016)

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

Sick leave will not accumulate while an employee is absent on sick leave, fifteen (15) days or longer, unauthorized absence, or during other leaves of absence.

Pay for holidays that occur while an employee is on sick leave shall not be charged as sick leave.

Employees shall be compensated in cash for accumulated unused sick leave when they retire, not to exceed seventy-five (75) days. The amount of payment for unused leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's retirement. Such payment shall not be counted as compensation for the purpose of computing retirement benefits.

After completion of (2) two months of continuous employment, an employees who worked three (3) consecutive months without sick leave, or any unauthorized absence, will be eligible for one (1) bonus day leave with pay to be taken off within twelve (12) months from the day it is earned. Bonus days will be earned in a like manner for subsequent three (3) month periods so that an employee may earn up to four (4) bonus days a year. For bonus day purposes, a three (3) month period will be considered interrupted by the accumulation of six (6) hours absence from work.

ARTICLE 9

VACATION

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

VACATION LEAVE ACCRUAL

SERVICE CREDIT	ACCRUAL	EXPLANATION
Up to 6 months	None	N/A
6-month anniversary	5 days (40 hours)	N/A
1-year anniversary (during 2 nd calendar year)	5 days (40 hours)	if hired on/after July 1
	10 days (80 hours)	if hired before July 1
3 rd , 4 th , and 5 th calendar year	10 days (80 hours)	10 days accrue at beginning of year
6 th calendar year	11 days (88 hours)	10 days accrue at beginning of year; 11 th day accrues on 6-year anniversary
7 th calendar year	12 days (96 hours)	11 days accrue at beginning of year; 12 th day accrues on 7-year anniversary
8 th calendar year	13 days (104 hours)	12 days accrue at beginning of year; 13 th day accrues on 8-year anniversary
9 th calendar year	14 days (112 hours)	13 days accrue at beginning of year; 14 th day accrues on 9-year anniversary
10 th calendar year	15 days (120 hours)	14 days accrue at beginning of year; 15 th day accrues on 10-year anniversary
11 th calendar year	16 days (128 hours)	15 days accrue at beginning of year; 16 th day accrues on 11-year anniversary
12 th calendar year	17 days (136 hours)	16 days accrue at beginning of year; 17 th day accrues on 12-year anniversary
13 th calendar year	18 days (144 hours)	17 days accrue at beginning of year; 18 th day accrues on 13-year anniversary
14 th calendar year	19 days (152 hours)	18 days accrue at beginning of year; 19 th day accrues on 14-year anniversary
15 th calendar year	20 days (160 hours)	19 days accrue at beginning of year; 20 th day accrues on 15-year anniversary
16 th calendar year	20 days (160 hours)	20 days accrue at beginning of year
17 th calendar year	21 days (168 hours)	20 days accrue at beginning of year; 21 st day accrues on 17-year anniversary
18 th calendar year	21 days (168 hours)	21 days accrue at beginning of year
19 th calendar year	22 days (176 hours)	21 days accrue at beginning of year; 22 nd day accrues on 19-year anniversary
20 th calendar year	22 days (176 hours)	22 days accrue at beginning of year
21 st calendar year	23 days (184 hours)	22 days accrue at beginning of year; 23 rd day accrues on 21-year anniversary
22 nd calendar year	23 days (184 hours)	23 days accrue at beginning of year
23 rd calendar year	24 days (192 hours)	23 days accrue at beginning of year; 24 th day accrues on 23-year anniversary

24 th calendar year	24 days (192 hours)	24 days accrue at beginning of year
25 th calendar year	25 days (200 hours)	24 days accrue at beginning of year; 25 th day accrues on 25-year anniversary
26 th calendar year and thereafter	25 days (200 hours)	25 days accrue at beginning of year

EXAMPLE 1 (hired on/after July 1):

Date of Employment: 12/15/2001
6-month anniversary: 06/15/2002 (Accrues 5 days to be used by 12/31/2002*)
1-year anniversary: 12/15/2002 (Accrues 5 days to be used by 12/31/2002*)
Beginning of 3rd calendar year: 01/01/2003 (Accrues 10 days to be used by 12/31/2003*)

EXAMPLE 2 (hired before July 1):

Date of Employment: 06/15/2001
6-month anniversary: 12/15/2001 (Accrues 5 days to be used by 12/31/2001*)
1-year anniversary: 06/15/2002 (Accrues 10 days to be used by 12/31/2002*)
Beginning of 3rd calendar year: 01/01/2003 (Accrues 10 days to be used by 12/31/2003*)

***UNLESS CARRYOVER APPROVED**

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

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

Vacations will be granted, as far as possible, in accordance with employee preference and in line of departmental seniority, but the allotment or vacation dates shall be within the sole discretion of the City to assure orderly operation of the respective divisions and departments.

ARTICLE 10

HOLIDAYS

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

New Year's Day
Martin Luther King Birthday (3rd Monday of January)
President's Day (3rd Monday in February)
(Effective Jan. 1, 2007)
Martin Luther King Memorial Day (April 5th)
Memorial Day
Independence Day
Labor Day
Veterans Day (November 11)
(Effective Jan. 1, 2007)
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Employees who are required to work any of the above holidays will be paid in accordance with overtime provisions as found in Article 14.

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 concerning the day to be observed as the holiday. If the holiday falls on the employee's regular day off, the employee will be given an additional day's pay for that holiday. If the holiday falls during the employee's scheduled vacation, additional time (or an additional day's pay) will be granted. Holiday pay will not be allowed if the employee did not work and was not excused the last scheduled work day before and the first scheduled work day after the holiday.

ARTICLE 11

LEAVES OF ABSENCE

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

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

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

Any regular full-time employee who shall enter the armed forces of the United States will be restored to his former position in accordance with applicable statutes and regulations.

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

Section 2. Personal. Regular City employees who have completed three (3) consecutive months of employment will be eligible to receive Leaves of Absence for such personal reasons as marriage, illness of a member of the family, disposal of a family estate, funeral for other than immediate family, or other emergencies, for a period not to exceed thirty (30) days or as provided for under the Family and Medical Leave Act, upon recommendation of the Department Head and with the approval of the Division Director. Such approval shall not be unreasonably withheld.

Section 3. Extended Illness Leave. The City's Personnel Manual Policy, PM-50-03, Leave Without Pay, Subject - Extended Illness Leave, is incorporated herein by reference, or as provided for under the Family and Medical Leave Act.

Section 4. Union Business. Union employees elected to any office and selected by the Union to do work which takes them from their employment with the employer shall at the written request of the Union, and approval of the Division Director, be granted a leave of absence (not to exceed two (2) employees). The leave of absence shall not exceed one (1) year, but it shall be renewed or extended for a similar period at any time upon the request of the Union. By mutual agreement, short term leave of absence, may be granted for more than five (5) employees.

Section 5. Maternity. Regular City employees shall be entitled to maternity leave of absence without pay in accordance with the Tennessee Maternity Leave Act and/or Family Medical Leave Act. Upon return from an authorized maternity leave the employee shall be reinstated and returned to their job classification and work location. Leave available under other provisions remains available.

Section 6. Educational. Permanent full-time employees shall be eligible to receive a Leave of Absence which does not exceed one (1) full year for job related courses recommended by the department head and approved by the Division Director. Such educational leave may be extended for an additional one year upon written request by the employee and upon recommendation of the Department Head and with the approval of the Division Director and the approval of the Director of Human Resources, provided the employee requests such extension fifteen (15) working days before the leave expires. Requests for additional leave shall be considered on a case by case basis.

Tuition Reimbursement Program. The City will provide a tuition reimbursement

program to be available to all employees covered by this Memorandum. To be eligible for tuition reimbursement, the course or courses to be taken must be recommended by the Division Director, and approved by the Director of Human Resources.

The reimbursement plan will pay the cost of the tuition upon successful (C average or above) completion of the courses, provided, however, the benefits provided by the Veterans Educational Benefits Act shall not be duplicated by the provisions of this article.

The employee shall comply with the City's Tuition Reimbursement policy.

Leaves of Absence with pay may be granted to regular full-time employees for the following reasons:

Section 1. Summer Training. Reservists and National Guard members being called for the customary two (2) week tour of duty shall be excused on presentation of their orders and shall receive eight (8) hours pay at the regular rate of pay each working day served. Time absent from employment may be counted as vacation time if the employee so desires.

Section 2. Jury and Witness Duty. Regular and probationary employees shall be granted a leave of absence with pay any time they are required to report for Jury Duty. Proof of jury service shall be established by submitting a statement from the Jury Commissioner or Clerk of the Court showing the time served. An employee shall be paid for time lost from scheduled work when legally subpoenaed as a witness to testify in court cases when the employee is neither the plaintiff nor the defendant. Employees shall also be paid for the time lost from scheduled work as a witness for the City or when sued as an agent of the City.

The employee must report for work when the jury is not in session or within a reasonable time if the jury services last less than four (4) hours of a day. Similarly, an employee serving as a witness shall be required to report for work when their presence is not required.

ARTICLE 12

DEATH IN FAMILY

In the event of a death in the employee's immediate family, the employee will be authorized three (3) days off at his regular straight time rate of pay. The three (3) days must be taken within five (5) days of the funeral. Immediate family shall include only the following:

- a) husband, wife, father, mother, brother, sister, son, daughter, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, great grandmother, great grandfather, and properly established foster parents or stepparents. As related to "mother," "father," "foster" or "stepparents," the provision of this article shall apply to only one set of parents.

The employee will be granted two (2) regularly scheduled work days off with pay to attend funeral services, for grandparents-in-law, brother or sister-in-law, son or daughter-in-law.

Additional time off may be granted as leave without pay, or as paid vacation. The provisions of this article are subject to the employee submitting verification to his immediate Supervisor of such death in the immediate family and employee's relationship to the deceased. Such verification must be submitted immediately or no later than ten (10) calendar days after the employee returns to work pursuant to the

provisions of this article. Such verification shall be in the form of a copy of the death certificate, program of eulogy, statement from funeral home, newspaper death notice, or other proof. Failure to provide the required verification within ten (10) calendar days after returning to work shall result in the employee being docked for time taken in connection for death in family until such verification is submitted.

When a death in the immediate family necessarily interrupts an employee's vacation, that portion of the employee's vacation, to a maximum of three (3) days (2 days other family), shall be rescheduled or extended pursuant to the provisions of this Article and the Vacation Article of this Memorandum of Understanding. When such a death in the immediate family interrupts an employee's vacation and results in the employee necessarily being absent beyond his scheduled vacation, the employee must notify his supervisor prior to the expiration of this scheduled vacation. Holidays that occur while an employee is on Death in Family Leave, shall be charged as holiday leave only, and shall not reduce the employee's number of entitled funeral days.

ARTICLE 13

HOURS OF WORK

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

An employee's daily reporting time or work schedule may permanently be changed when notice of such change is posted two (2) weeks in advance. Such schedule changes shall be made in accordance with applicable seniority provisions.

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

ARTICLE 14 OVERTIME

Overtime shall be paid at the rate of time and one-half for all hours worked in excess of forty (40) hours per week provided, however, that overtime shall not be compulsory except in case of emergency or planned overtime. Planned overtime shall be offered according to seniority to the highest senior qualified available employee at a work location (employee's daily reporting place) on a rotating basis. If the most senior person declines to accept then the next in seniority shall be offered and so on. The least senior qualified person(s) must accept said overtime. An employee who declines overtime shall not be offered overtime again until his/her next turn on the list. Unplanned overtime shall be offered according to seniority in classification to the extent practical. The City's work week for overtime purpose begins at midnight Friday and continues for seven (7) consecutive twenty-four (24) hours periods, ending the following Friday at midnight. Holidays, as defined in Article 10 of this Agreement, which fall within the employee's normal work week, shall be considered as time worked for purpose of overtime computation. There shall be no discrimination, coercion, or force

used against any employee who declines to work overtime nor shall any employee be denied any benefit of this Memorandum of Understanding as a result of refusing to work overtime except in case of emergency as determined by the City.

ARTICLE 15

REPORTING, CALL BACK AND STANDBY-PAY

Section 1. Reporting Pay. Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned a minimum four (4) hours of work.

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

Section 3. Standby Pay. In the event that an employee is required by his supervisor to be on **standby**, the employee will be provided a city pager. The employee shall acknowledge the page within 15 minutes by phone, advising the supervisor of his status and estimated time in route to the duty station. The employee shall be compensated two (2) hours straight time pay for each (8) hours he is required to standby. An employee required to standby shall have written authorization from his supervisor. Pay for such hours shall not be counted as hours worked for purposes of overtime.

ARTICLE 16

SENIORITY

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

All new employees shall be considered probationary for 6 months from the last date they were hired into the Memphis Police Department Aviation Unit. During such probationary period, employees may be discharged without constituting a breach of this Memorandum. At the end of the employee's probationary period, the employee shall be placed on the seniority list, as of the first day of last employment.

The probationary period may be extended when recommended by the Division Director and approved by the Director of Human Resources.

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

- a) Resignation
- b) Discharge for just cause
- c) Absent without report and/or without satisfactory reason for three (3) consecutive working days
- d) Is laid off two years
- e) Misrepresentation of facts on employment application
- (f) is laid off for a period in excess of two (2) years; or
- (g) retires, or is retired

Section 3. Layoffs shall begin with those employees having the least seniority. Employees shall be recalled according to seniority in the inverse order of lay-off. In the case of reduction of the force or elimination of a position, seniority shall govern as provided in Section 1, provided the employee is qualified to perform the work available .

Section 4.

- (A) The employer may make temporary transfers of employees to positions other than those they normally perform in order to meet the requirements of the operation of the Department.
 - 1. If the transfer is to a more desirable position, the highest senior qualified employee shall be given the position.
 - 2. If the transfer is to an undesirable position, the least senior qualified employee shall then be transferred.
- (B) Any employee temporarily transferred shall be paid either the rate of the position from which they are transferred or the rate of the position to which they are transferred, whichever is higher.
- (C) Temporary transfers shall be for a period of not longer than thirty (30) working days.
- (D) Temporary transfers must be made within the Division, unless by mutual agreement.

Section 5. Notice of all vacancies and/or new jobs shall be posted for all personnel on all bulletin boards in accordance with the City of Memphis personnel policy.

Section 6. The permanent filling of any vacancy shall be on a basis of qualifications and seniority and subject to the City of Memphis Personnel Policy and shall be subject to reopening for consideration to those employees that were at the time of posting on sick leave, military training leave, or on vacation not to exceed fifteen (15) days. Said employees shall make application for the position within three (3) working days after returning to work.

Section 7. The agreed-to seniority list shall be provided by the employer. Relevant personnel records shall be available at all reasonable times.

Section 8. The officers and stewards, designated in writing by the Union, shall have the highest seniority among bargaining unit personnel in their respective classification for lay-offs, recall, and transfer purposes only during their tenure of office.

ARTICLE 17

PAYROLL DEDUCTION OF UNION DUES

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

The payroll deduction shall be revocable by the employee by notifying the City and Union in writing by certified mail with return receipt requested. The

cancellation shall be effective thirty (30) days after receipt of notice of revocation from the employee.

In the event the Union members vote to increase Union dues, the Union shall notify the City at least thirty (30) days prior to the effective date of the dues increase. The dues shall be deducted monthly in an amount certified by the Union and the aggregated deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union by the tenth (10th) day of succeeding month after such deductions are made. The Union will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of payroll deduction of Union dues. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

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

AUTHORIZATION FOR PAYROLL DEDUCTION

City of Memphis, Tennessee

By _____ Dept.
_____ (PLEASE PRINT) Last Name, First Name, M. Initial

Address: _____ Phone _____
Street City Zip Code

I, the undersigned, hereby designate the DeSoto Lodge 3, International Association of Machinist and Aerospace Workers, AFL-CIO, as my duly chose and authorized representative on matters relating to my employment. I further request and authorize the deduction from my earning each payroll period an amount sufficient to provide for the regular payment of the current rate of monthly union dues established by the International Association of Machinist and Aerospace Workers Local Lodge. The amount shall be so certified. The amount deducted shall be paid to the Treasurer of the Local Lodge. This authorization may be terminated by me by giving the City and the Lodge a thirty-day written notice in advance (1) by certified mail return receipt requested; (2) by execution of a cancellation card; or (3) upon termination of my employment.

Signed: _____

Social Security No. _____

ARTICLE 18

HEALTH, SAFETY AND SANITARY CONDITIONS

The employer will maintain adequate safety and sanitary conditions at all times. In order to correct, maintain and improve effective safety and sanitary conditions, a joint committee entitled "Health and Safety Committee" shall be composed of two (2) people appointed by the Union and two (2) people appointed by the City. The Health and Safety Committee shall be established to review and make recommendations on health, safety and sanitary conditions which affect the well-being of employees covered by the Memorandum. The Health and Safety Committee shall meet when deemed necessary and shall maintain accurate minutes of its recommendations, a copy of which shall be sent to the appropriate Division Director, where applicable and the Director of Human Resources.

ARTICLE 19

COMMUNICABLE DISEASES

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

The City shall furnish annual inoculations protecting against tetanus, typhoid, typhus, and influenza when such inoculations are available, requested

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

ARTICLE 20

ON-THE-JOB INJURY

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

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

An employee unable to work because of an on-the-job injury may be paid full salary for time lost for a period not to exceed six months (180 calendar days). Thereafter, if the employee is unable to work, the employee may use available paid leave time (including paid sick leave) to permit the employee to remain on the payroll for a period of time not to exceed one year from the date of disablement, and at the end of one year from the date of injury the employee shall be removed from payroll for a period of time not to exceed one year from the date of disablement, and at the end of one year from the date of injury the employee shall be removed from payroll.

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

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

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

ARTICLE 21

DEATH OF AN EMPLOYEE

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

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

ARTICLE 22

UNIFORMS

It is agreed by the City that a clean uniform will be provided each work day to all employees covered by this Agreement.

ARTICLE 23

BULLETIN BOARDS

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

ARTICLE 24

SHIFT PREFERENCE

If shifts are established, employees shall be assigned to shifts according to classification seniority with the person having the highest classification seniority being given first choice as to shift, provided such employee is capable of performing the work. No employee may exercise shift preference more than two (2) times in any one year.

ARTICLE 25

NO STRIKE

It is acknowledged by the membership of this Union that the protection of the public health, safety and welfare demands that all members of the Department not be accorded the right to strike or engage in any work stoppage; slowdown, or any and all similar activities. This necessary prohibition does not, however, require the denial to such employees of other well-recognized rights,

such as the right to organize, be represented by an employee organization of their choice and the right to meet and confer in accordance with the provisions of the labor policy of the City of Memphis. The members of the Union recognize, therefore, that participating in a strike as defined herein shall subject the member or members to the City of Memphis Ordinance 2766 which includes immediate and permanent dismissal, together with the loss of all employee benefits, including but not limited to, pension benefits.

During the term of this Memorandum of Understanding, the Union agrees that it will not engage in, encourage, or approve any strike, slowdown, or other work-stoppage grown out of any dispute relating to the terms of this Memorandum of Understanding.

The Union will take whatever lawful steps as are necessary to prevent any Interruption work in violation of this Memorandum of Understanding, recognizing with the City that all matters of controversy coming within the scope of this Memorandum of Understanding shall be settled by established grievance procedure.

ARTICLE 26

NOTICE

Any notice to be given by this Memorandum of Understanding to the City of Memphis or to the Union and not heretofore specified hereunder shall be given to the Human Resource Director of the City, in writing and by certified mail. Any notice to be given to the Union shall be in writing by certified mail addressed to

the Business Agent, DeSoto Lodge 3, International Association of Machinists and
Aerospace Workers, AFL-CIO.

ARTICLE 27

SAVINGS CLAUSE

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

ARTICLE 28

PENSION

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

ARTICLE 29

HEALTH CARE PLANS

It is agreed the City shall offer a self-funded Preferred Provided Organization (“PPO”)/health care insurance plan on an optional contributory basis to eligible permanent full-time employees covered by this Memorandum of Understanding. Employee contributions shall be paid by payroll deduction and the terms and benefits of the plan shall be the same as provided to City employees generally. Enrolled employees shall pay 30% of the total cost of the health plan and the City shall pay 70% of the total cost. It is agreed the City may from time to time adjust employee contribution rates and the terms of the plan

and if such occurs the City will notify the Union prior to implementation. The terms and conditions of the plan shall be standard for covered employees on a City-wide basis.

The City, on an annual basis, may offer eligible employees an option to join either a qualified Health Maintenance Organization (HMO) as provided by the Health Maintenance Organization Act of 1973, as amended, or a Point of Services ("POS") plan, an HMO without network benefits.

ARTICLE 30

OPTIONAL LIFE INSURANCE

Life insurance is offered to regular full-time employees covered under this agreement as an optional benefit. Enrolled employees will pay less than half the cost of total premium, which will be paid by payroll deduction. The amount of life insurance offered to eligible employees is equal to one and one-half (1½) times the employee's base salary.

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

<u>AGE</u>	<u>Reduced to the following percentages</u>
65	92%
66	84%
67	77%

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

Upon retirement at any age, employees are eligible to retain \$3,000 optional life coverage. Those employees who retire as full-time, regular employee will be treated as active employees only and will be covered under the rules above. Those retirees who rehire as temporary or part-time seasonal employees will be treated as retirees only under this policy.

ARTICLE 31

TERM OF AGREEMENT

1. This Memorandum of Understanding expressed herein in writing constitutes the entire agreement between the parties and shall become effective July 1, 2011, and shall remain in effect through June 30, 2013.
2. The provisions of this Memorandum of Understanding may be re-opened for negotiations upon written request by the Union no earlier than 120 days and no later than 60 days prior to the stated date of impasse immediately proceeding June 30, 2013.
3. During subsequent negotiations, if any, all Articles pertaining to non-economic items in this agreement shall remain in effect until the expiration of this

Memorandum.

4. The parties acknowledge that during the bargaining which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement. Therefore, the City and the IAMAW, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to, or not settled, during bargaining, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE 32

WAGES

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

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

Section 1: Commencing on July 1, 2011 and throughout the remaining term of the contract, employees covered by this Memorandum of Understanding shall be paid pursuant to the following wage schedule:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Helicopter Mechanic	19.9993	22.8598	25.7201	29.1934
Helicopter Mechanic/LD	Hourly	30.9450		

Step 1 - Entry rate

Step 2 - After 8 months of service with satisfactory job performance

Step 3 - After 16 months of service with satisfactory job performance

Step 4 - After 24 months of service with satisfactory job performance

Section 2:

***LAYOUT PERSON**

When a designated lead person is needed, as determined by the City, provisions for such classifications designated shall be established and paid at a rate of 6% above the base wage of the Master Mechanic.

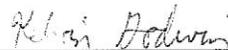
IN WITNESS WHEREOF, the parties have set their hand this, the 17th day of May, 2011 to place into effect the provisions of this Agreement.

FOR THE:

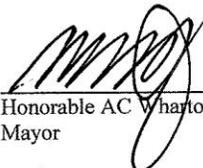
FOR THE:

**INTERNATIONAL ASSOCIATION
OF MACHINIST AND AEROSPACE
WORKERS - POLICE**

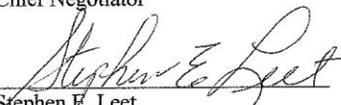
CITY OF MEMPHIS



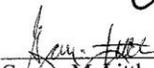
Kelvin Godwin
Chief Negotiator



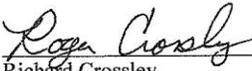
Honorable AC Wharton Jr
Mayor



Stephen E. Leet
Negotiator



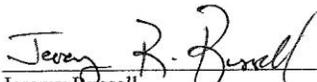
George M. Little
Chief Administrative Officer



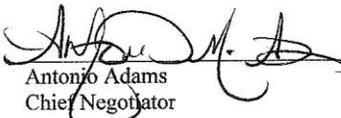
Richard Crossley
Negotiator



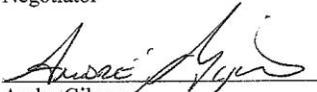
Quinton Robinson
Director, Human Resources



Jeremy Russell
Negotiator



Antonio Adams
Chief Negotiator



Andre Gibson
Negotiator