

M2

Memphis

ML - Duplicate CBJ-6)

This is the Memphis agreement. - First contract JM

FYI the old rates were

~~\$1.60~~ \$1.60 - \$1.80 Labourers
\$2.10 - Drivers + Operators

95% of the people are labourers

the A.H.E. for the unit was
\$1.73 1/2

ted as the understanding
of Frank Miles and James
of Labor, that the City of
Executive Branch and Local
of State, County and
representing certain employees
ave agreed upon the specific

Frank Miles

James Reynolds

CF

~~Reynolds~~

Memphis Tenn.

Sanitator - First contract

ML - Duplicate CBJ-6

MEMORANDUM

The following memorandum is submitted as the understanding by the Mediation Panel consisting of Frank Miles and James Reynolds, U. S. Under Secretary of Labor, that the City of Memphis, as represented by the Executive Branch and Local Union 1733, American Federation of State, County and Municipal Employees, AFL-CIO representing certain employees of the Division of Public Works have agreed upon the specific matters set forth hereafter.

Frank Miles
James Reynolds

1.

RECOGNITION

The City of Memphis recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, Local 1733 as the designated representative for certain employees in the Division of Public Works, for the purpose of negotiations on wages, hours and conditions of employment to the full extent and authority provided by the Charter of the City of Memphis and the laws of the State of Tennessee.

The term "certain employees" as used herein places no limitations or restrictions on the right of any employee to belong and be represented by the Union.

2.

PAYMENT OF DUES

In the past it has been the established policy of the City to permit employees to authorize payroll deductions to be paid to their Credit Union. Employees may continue to make arrangements with their Credit Union for the availability of funds for any lawful purpose, including payment of union dues. The manner in which such funds are paid out by the Credit Union is a matter exclusively between the employees and their Credit Union.

The City has no control over the relationship between the employees and their Credit Union on the disbursement of funds by the Credit Union.

The City has not in the past and will not in the future attempt to exercise any control over the activities of employees' Credit Unions, which are wholly separate corporations operating under Federal statutes.

Therefore, the City of Memphis recognizes that any employees of the Public Works Division who desire to make arrangements with the Credit Union in order to pay their dues to Local 1733 may do so and that the City will honor procedures for the deduction of sums payable to the Credit Union by reason of such arrangements, provided that the arrangement between the Credit Union and the employee is based upon full compliance with Federal statutes under which it operates.

3.

PRESENT BENEFITS

The City will formally list the present benefits available and currently in force for unclassified employees, with the understanding that continuing discussion will be held for the purpose of providing for equitable changes therein.

4.

PROMOTIONS

The City shall make promotions on the basis of seniority and competency.

5.

GRIEVANCE PROCEDURE FOR THE PUBLIC WORKS DIVISION

1. The City recognizes and will deal with representatives of the Union in all matters relating to grievances upon request of an aggrieved employee or employees.

2. The representatives of the Union may be the officers of the Union or Union Stewards, provided the Union Stewards shall be employees of the City and their names shall be furnished to the City by the Union.

3. Officers of the Union and Union stewards shall be granted reasonable time off during working hours to investigate and settle grievances, upon approval of their immediate supervisor, without loss of pay.

4. The number of stewards and the areas in which they are to be representatives of the Union shall be determined upon by mutual agreement.

5. Any grievance or misunderstanding which may arise concerning the interpretation or application of City rules and procedure, working conditions, suspension, discharge and discipline, shall be acted upon in the following manner:

Step One - The Union officer or the steward, with the aggrieved employee, shall discuss the grievance or dispute with the immediate supervisor within five (5) working days of the date of the grievance or his knowledge of its occurrence. The immediate supervisor shall attempt to adjust the

matter and shall respond to the Union representative within three(3) working days.

Step Two - If, after a thorough discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the Union representative and the aggrieved employee shall, after written appeal, discuss the grievance with the Bureau Head within three (3) working days after the immediate supervisor's response is due. The Bureau Head shall respond in writing within three (3) working days thereafter.

Step Three - If, after thorough discussion with the Bureau Head, the grievance has not been satisfactorily resolved, the Union representative, the aggrieved employee and the President of the Local Union shall, after written appeal, discuss the grievance with the Director of the Division of Public Works, within five (5) working days after the Division Head's response is due. The Director of the Division of Public Works shall respond in writing within three (3) working days.

Step Four, Arbitration - If, after receipt of the decision of the Director of the Division of Public Works, the grievance has not been satisfactorily resolved, the Union may request arbitration by writing to the Mayor no later than fifteen (15) working days after the rendering of the decision or the expiration of the time limit for rendering of such decision. The Chairman of the arbitration panel shall hold a hearing within ten (10) working days after the receipt of the request.

The arbitration panel shall have access to all written statements and documents pertaining to the appeals in the grievance.

The arbitration panel shall render its decision based upon a majority vote, no later than thirty (30) calendar days after the conclusion of the final hearing. Such decision shall be reported to the Mayor and to the Union, shall be a matter of public record, and shall be advisory to the Mayor in order to enable him or his designee to render a final decision.

Selection of the Arbitration Panel - The City shall select one member of the panel and the Union shall select the other member of the panel. The third member of the panel, who shall be the Chairman, shall be jointly selected by the appointees of the Union and the City.

If, within five (5) days after the request for arbitration is made, the Union and City panelist cannot agree upon the appointment of a third member of the panel, a request will be made to the American Arbitration Association for a list of five (5) arbiters. The Union and City panelist may select one of the list of arbiters 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 arbiters contained in said list. The other party may then proceed to strike a name, and this procedure shall continue until one arbiter's name remains. The arbiter whose name remains shall be designated as the third member of the arbitration panel. In the event the arbiter designated declined to act, the procedure of striking names will be reinstated until an arbiter willing to act has been selected.

The arbitration decision shall be in writing and shall set forth the panel's opinion and conclusion on the issues submitted.

The panel 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 law.

The cost of the services of the arbitration chairman shall be shared equally by both parties, but the cost of the services of the other members of the panel shall be borne by the selecting party.

No provision of the above grievance procedure shall be construed in such a manner as to be in conflict with any regulations, ordinances or Charter provision of the City of Memphis.

6.

NO STRIKE CLAUSE

The Union agrees that neither it nor any employee member thereof covered by this Agreement will engage in a strike against the City of Memphis or any Department or Division thereof.

7.

NO DISCRIMINATION

No member of the Union shall be discriminated against

or discharged because of the present work stoppage or subsequent Union activities, including the utilization of the grievance procedure outlined herein and there shall be no discrimination against any employee because of age, sex, marital status, race, religion, national origin, or political affiliation. Nothing herein, however, shall provide immunity of any employee of the Public Works Division for the violation of any law, statute or ordinance.

8.

An increase in pay of ten (10) cents per hour effective May 1, 1968, will be granted Laborers, Crew Chiefs and Drivers of the Division of Public Works.

Beginning September 1, 1968, the said employees will receive an additional increase in pay of five (5) cents per hour.

9.

All striking employees will return to work Wednesday, April 17, 1968, at the normal reporting hour and Station. Employees failing to return by Wednesday, April 24, 1968, will forfeit right of reinstatement.

10.

Should any provision contained in this memorandum be found in conflict with law, such provision, of course, shall be null and void; however, such a finding shall not affect the other provisions contained herein.

11.

The provisions set forth herein shall become effective as of the termination of the work stoppage and resumption of work by striking employees of the City of Memphis and shall terminate at midnight June 30, 1969.

TO: The Comptroller

Dear _____:

Attached is a list of employees of the Public Works Division setting forth the amounts to be deducted from their regular payroll checks and forwarded to the Credit Union. This office has the written authorization of each named employee for the requested payroll deduction and will notify you at once of the revocation of any employee's authorization.

You will be notified in writing of any deletions or additions to the attached list.

Signed:

For The Credit Union
F.C.U. Charter No. 15433

Approved:

J.H.A. MAHJES Bo
For The City of Memphis
JRP
Lew

April 7, 1968

RESOLUTION

The Public Works Federal Credit Union, Charter No. 15433 authorizes and directs its administrative officers to transmit all union funds so deducted by the City of Memphis to the designated officers of Local 1733, AFSCME, AFL-CIO after proper authorization from the member of the Public Works Federal Credit Union.

The credit union will issue a check to Local 1733, AFSCME, AFL-CIO thirty days after receiving the funds.

Acceptance of this resolution is subject to the City submitting a "print out" and the Credit Union being able to work out the mechanics with the data processing department of the City of Memphis.

/s/ James S. Cahill
President

/s/ James E. Kight
Vice President

/s/ George Jones
Treasurer

/s/ George Wood
Secretary

/s/ Walter F. Baughns
Director

/s/ G. T. Thomas
Secretary C.C.

/s/ Hugh M. Rice
Manager

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

*Application for Membership and Authorization for Payroll Deduction
By the City of Memphis to S. C. U. 15433*

By _____ Dept. _____
(Please Print)— Last Name First Name Initial

Address _____
Street City State Zip Code

I, the undersigned, hereby designate the American Federation of State, County and Municipal Employees, AFL-CIO, as my duly chosen and authorized representative on matters relating to my employment in order to promote and protect my economic welfare; I further request and authorize the deduction from my earnings each payroll period an amount sufficient to provide for the regular payment of the current rate of monthly union dues established by AFSCME Local 1733. The amount shall be so certified. The amount deducted shall be paid to the Treasurer of Local 1733, AFSCME. This authorization may be terminated by me by giving the Treasurer of said Local 1733 a thirty days written notice in advance by registred mail, or upon termination of my employment.

Account No _____
Amount _____
Date _____
Signed _____
W. L. Cooper