

PROPOSED

AGREEMENT

between

THE DEPARTMENT OF PUBLIC WORKS

and

LOCAL 1733, AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
MEMPHIS, TENNESSEE

This agreement, entered into this _____ day of _____ 1965, by and between the Department of Public Works of the City of Memphis, Tennessee, hereinafter referred to as the Employer, and Local 1733, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, the parties hereby agree as follows:

PURPOSE

It is the purpose of this agreement to encourage a harmonious and cooperative relationship between the Department of Public Works and its employees, by providing for procedures which will facilitate communication between the Department of Public Works and the employees of the Sanitation Department of the City of Memphis, Tennessee.

By means of this agreement, therefore, the signatories pledge to maintain and improve the present standard of service to the people of the City of Memphis. The employees, as individual members of the Union, are to regard themselves as city servants. As such, they are to be governed by the highest ideals in this official relationship in order that they may merit the respect and confidence of the general public, and the Commissioner of the Department of Public Works.

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the designated representative of its employees for the purpose of collective bargaining with respect to wages, hours and working conditions and other conditions of employment. The term "employee" refers to all employees of the Department of Public Works except the Director, superintendents and Department foremen.

ARTICLE II

UNION-MANAGEMENT RELATIONS

1. Collective bargaining with respect to wages, hours and working conditions and other conditions of employment, shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. If negotiations are conducted during working hours, employees will suffer no loss of time.

2. Agreements reached between the parties of this agreement shall become effective only when signed by the President of Local 1733, the authorized representative of the American Federation of State, County and Municipal Employees, AFL-CIO, and the authorized representative of the Employer.

ARTICLE III

UNION MEMBERSHIP

The Employer will not discriminate against, interfere with, restrain or coerce any employee because of membership in the Union and the Union agrees that it will not interfere with the rights of any employee, or coerce any employee into joining the Union.

ARTICLE IV

CHECK-OFF OF DUES

The Employer agrees to deduct from the pay check of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local 1733, which are union dues. Deduction will be made from the payroll each month and the total dues will be delivered to the Treasurer of Local 1733. Deductions may be terminated by the employee giving 180 days written notice to the Employer and the Union, or upon termination of employment.

ARTICLE V

SENIORITY

Seniority shall consist of the period measured in years, months, and days that any employee has worked for the Employer.

ARTICLE VI

PROMOTIONS

When a job vacancy involving a promotion occurs, such vacancy shall be filled on the basis of seniority, providing that the employee has the qualifications to perform the job. Job vacancies shall be posted in a prominent place for a period of thirty (30) days. Where qualifications are questioned, the senior employee may request and shall be granted an opportunity to fulfill the vacancy for a thirty day trial period. If at the end of the thirty (30) day period, the Employer still contends that the employee is not qualified, the matter shall be submitted as a grievance.

ARTICLE VII

LAY-OFFS

Should it become necessary for the Employer to reduce the number of employees, the employee with the least amount of seniority will be laid off. However, the Employer agrees that, whenever possible, employees laid off under this article will be absorbed in other departments.

Seniority shall not be lost by absence due to illness, authorized leave of absence, transfer into another department or temporary lay-off. Rehiring shall be in reverse order to lay-offs. The seniority list shall be brought up to date each six months, on July 1, and January 1, and posted in a conspicuous place. A copy of the seniority list shall be sent by mail to the Secretary of Local 1733.

ARTICLE IX

GRIEVANCE PROCEDURE

It is the purpose of this grievance procedure to promote improved personnel management and Employer-employee relations.

Differences or disputes as to the meaning or application of the provisions of this agreement shall be settled in the following manner:

A. Any employee having a grievance shall with or without his shop steward, within seven (7) days of the date the grievance occurred, present the facts to the employee's foreman, who must attempt to adjust it and render a decision within two (2) days.

B. Should the employee or Union decide that the reply of the foreman is unsatisfactory, the employee or Union shall, within two (2) days, submit the facts of the grievance in writing to the District Supervisor. The District Supervisor shall, within two (2) days, reply to the employee or Union in writing, giving his decision.

C. Should the employee or Union decide that the reply of the District Supervisor is unsatisfactory, the Union shall, within two (2) days, ask for and receive a hearing before the Director of Sanitation, submitting the facts of the grievance in writing.

D. Should the employee or Union decide that the decision of the Director of Sanitation is unsatisfactory, the employee or Union shall, within two (2) days, submit the facts to the Commissioner of Public Works for a hearing on the grievance.

E. Should the employee or Union decide that the decision of the Commissioner is unsatisfactory, the employee or the Union may submit the grievance to a Board of Review. A Board of Review shall be set up to hear the employee or Union and the representative of the Department of Public works for the purpose of arriving at a satisfactory conclusion.

F. The Board of Review shall consist of three members. One member shall be appointed by the Union. The second shall be appointed by the Commissioner. The third, shall be selected by the first two members. The Board, after hearing both sides shall make its recommendations to the Commissioner and the Union. All parties concerned shall be bound by the Board's recommendations.

ARTICLE X

HOLIDAYS

Holidays for the Sanitation Department shall be: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas.

If an employee of this Department is called back to work on any of the above listed holidays, he shall be paid at the rate of double time and one-half. If he does not work on any of the listed holidays, he shall be paid at the rate of straight time. If any of the listed holidays fall on a Saturday, the preceding Friday shall be given as time off. If any of the listed holidays fall on a Sunday, the following Monday shall be given as time off.

ARTICLE XI

VACATION

1. The Employer agrees that any employee with more than one (1) year's continuous service shall be entitled to two (2) week's vacation with full pay. If a new employee desires to take his vacation before he has completed his first full year, he shall be entitled to one (1) week's vacation after he has worked six (6) continuous months, all payable in advance.

2. Any employee who has worked for the Employer for more than ten (10) years shall receive three week's vacation with pay, payable in advance of vacation.

3. Any employee who has worked for the Employer for more than twenty (20) years shall receive four (4) week's vacation with pay, payable in advance of vacation.

4. Vacation shall be accumulative, if earned vacation is not made available by the Employer during the year. Holidays occurring during an employee's scheduled vacation shall not be charged against vacation time.

ARTICLE XII

WORK DAY AND WORK WEEK

1. The work week shall consist of five (5) eight (8) hour days. All time worked over eight hours per day shall be paid at the rate of time and one-half.

2. All time worked over 40 hours during any work week shall be paid at the rate of time-and-one-half.

3. The day shift for the Sanitation employees shall be 7:00 a. m. to 3:00 p. m. beginning April 1st, of each year to October 1st. On October 1st, of each year the shift shall be 7:30 a. m. to 3:30 p. m.

ARTICLE XIII

WORKING RULES

1. Should a dispute arise in which the issue is not specifically covered by this agreement, the parties shall negotiate on the basis of the cooperative spirit of this agreement.

2. The Union and the Employer consider themselves mutually responsible to improve the public service through creation of improved employee morale and efficiency. In this connection, the parties shall encourage employees to conduct themselves on the job in a workmanlike manner.

ARTICLE XIV

SAFETY AND HEALTH

1. Both parties to this agreement hold themselves responsible for mutual, cooperative enforcement of safety rules and regulations.

2. Should an employee complain that his work requires him to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be investigated immediately by representatives of the Employer. If the matter is not adjusted satisfactorily, the grievance may be processed according to Article IX of this agreement.

3. The parties to this agreement shall establish a joint safety committee consisting of two representatives of the Union and two representatives of the Department of Public Works for the purpose of promulgating a written safety code. Both parties agree to enforce such a code. In case of continued violation of safety rules by an employee after written warnings, the employee may be dismissed without rights, under Article IX.

ARTICLE XV

WAGE DETERMINATION

1. It is agreed by the Employer that the condition of the budget shall not be used to determine wage rates. The financial condition of the City shall be considered only in connection with the average number of permanent employees maintained during the following year within the jurisdiction covered by this agreement.

2. The main guidepost for the establishment of wage rates for employees covered by this agreement shall be the rates prevailing in the area for comparable jobs.

3. Agreement upon a definition of prevailing rates shall be the subject of negotiation between the parties.

ARTICLE XVI

EMPLOYEE BENEFIT PLANS

1. The Employer agrees that he will negotiate in good faith with the Union with the aim of maintaining and improving a program of insurance, medical care and hospitalization for the protection of the employees and their families.

2. Both the Union and the Employer shall undertake to consult with experts in the field of health and welfare plans for the purpose of improving the program.

ARTICLE XVII

SICK LEAVE-ABSENCE FROM WORK

1. Employees shall be entitled to two (2) days sick leave per month. Sick leave shall be accumulated up to 90 days.

2. All employees absent from work three (3) or more days on account of sickness shall furnish a Doctor's certificate by a member of the Sherby County Medical Society, attesting to the fact that the employee was unable to perform the duties of his employment.

ARTICLE XVIII

WAGE RATES

1. The wage rates herein shall prevail for employees covered by this agreement throughout the life of this agreement.

2. A system of shift differentials shall be established. All employees assigned temporarily, or as a regular shift, other than the day shift, other than the day shift, shall receive an additional ten (10) cents an hour above their regular rates. Computation of overtime for shift employees will be based on their regular rate plus the shift differential.

3. It is agreed that negotiations for wage adjustments shall begin sixty (60) days prior to _____ of each year.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

1. BULLETIN BOARDS. Announcements, in addition to the posting of the semi-annual seniority list, shall be posted in conspicuous places where employees enter or leave the premises.

2. NO DISCRIMINATION. The parties to this agreement agree that they shall not discriminate against any person, because of race, religion, creed or color and that such person shall receive the full protection of the provisions of this agreement.

3. ACCESS TO PREMISES. The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, or representatives of Local 1733, AFSCME, to enter the premises at any time during normal working hours for individual discussion of working conditions with employees, provided care is exercised by such representative that they do not interfere with the performance of duties assigned to the employees.

4. PRIOR BENEFITS. It is agreed that and understood that all benefits for employees heretofore customarily observed shall not be taken away or abridged.

5. Should a provision of this agreement be found to be in violation of any Federal, State or local law or ordinance by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE XX

1. Effective Date _____. The signing of this agreement by the authorized representatives of the Union and the Employer as described in Article II Section 2 shall constitute the effective date of this agreement.

2. This agreement shall continue in effect until _____ and thereafter on a year to year basis, unless either party gives sixty (60) days written notice prior to _____, or any yearly anniversary date thereafter, to terminate this agreement.

3. Either party may initiate wage negotiations at any time upon thirty (30) days written notice.

4. Changes. Should either party to this agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the president of the local and the Commissioner thirty (30) days before the termination date of this agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting of the parties for purpose of discussion and amicable accomodation for the desired changes.