

Memorandum of Understanding



**Metro Nashville Public Schools
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**SEIU Local 205
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Nashville, TN 37206
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MEMORANDUM
OF UNDERSTANDING

BETWEEN

**TENNESSEE HEALTHCARE
AND PUBLIC SERVICE WORKERS UNION,
SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 205**

AND

METROPOLITAN NASHVILLE PUBLIC SCHOOLS

July 1, 2005 to June 30, 2008

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Preface

This Memorandum of Understanding is a voluntary agreement designed to assure harmonious relations between the Director of Schools and SEIU Local 205 and to provide for peaceful adjustment of differences which may arise related to wages, hours and other working conditions of employment. While the MOU is not an enforceable contract, it represents the understanding between SEIU Local 205 and the Director of Schools. By signing this document both parties indicate their commitment to abide by this document as a policy of MNPS.

PREAMBLE

This Memorandum of Understanding is made and entered into by and between the Director of Schools (MNPS) and Service Employees International Union, Local 205, its successors and assigns (UNION);

WHEREAS, the parties are mutually committed to providing the best services possible to the Citizens of Metropolitan Nashville and the children entrusted to our care; and

WHEREAS, the parties enter this Memorandum of Understanding for the purpose of establishing a harmonious and cooperative relationship, and to more effectively carry out the personnel policy and administration of the Metropolitan Charter, the ordinances enacted pursuant thereto, and the rules and regulations of the Metro Nashville Public Schools;

THEREFORE, BE IT RESOLVED THAT;

ARTICLE 1 RECOGNITION

1. **RECOGNITION:** Metro Nashville Board of Education and the Director of Schools recognizes and acknowledges that the Union is the exclusive authorized representative of all regular full time, part time, and long-term substitute* support employees of the Metro Nashville Public Schools, except department directors, confidential employees and employees of the Dept. of Transportation. (A list of exempted classifications is attached as Appendix A). If circumstances require the addition or deletion of certain classifications with duties similar to duties currently represented by the Union, the Employer agrees those classifications shall be in the bargaining unit for the purposes defined above.
2. **PRESERVATIONS OF RIGHTS:** This agreement shall not prejudice the rights of any employee to refrain from engaging in membership or activity of the named UNION and shall not prejudice any right guaranteed to employees by Metro Code of Laws, or the MNPS Rules and Regulations, nor shall it in any way impair or diminish the powers, rights, or duties of The Board of Education or Director of Schools or the Metro Council as established by MNPS statutes, ordinances, MNPS regulations and policies or the Metro Charter.
3. **RIGHT TO REPRESENTATION:** It is understood that the sole purpose of this Memorandum of Understanding is to allow the UNION to represent all eligible employees who desire to be represented in the above-described unit in the exercise of the rights of said employees under the Policies of the Metro Nashville Public Schools and the provisions of this Memorandum of Understanding.
4. **BARGAINING UNIT LIST:** MNPS shall provide the UNION with an initial electronic data processing run in a database format of all eligible workers in departments represented by the UNION. The listing shall contain the following information: names, employee numbers, addresses, phone numbers, job classification, dates of hire, termination, department, division, section, school, race, gender and rate of pay. MNPS will provide an updated listing every three months to the UNION. Additional listings or requests for additional information may also be requested in writing to the MNPS Human Resources Director. MNPS shall provide the UNION with an update of new hires, terminations, promotions and transfers provided to the Board of Education upon request.

*For purposes of this MOU, a long-term substitute is a substitute employee who works more than twenty (20) consecutive days in one position.

ARTICLE 2
UNION MEMBERSHIP

1. IT IS AGREED that any eligible employee is free to join and assist the UNION without fear of retaliation of any kind. No department supervisor or agent of MNPS shall interfere with, restrain, coerce, or intimidate an employee in the exercise of his/her right to join or refrain from joining the UNION. No department supervisor or representative of MNPS shall discriminate against any employee with regard to employment, or the terms and conditions of employment because s/he has formed, joined, or chosen to be represented by the UNION or because s/he has given testimony or taken part in any grievance procedure or other hearing, negotiation or conference on behalf of the UNION recognized under the terms of this Memorandum of Understanding.
2. All employees shall have the same right to refrain from membership in the UNION. The UNION agrees that it will not interfere with, coerce or intimidate any employee into joining the UNION. The UNION further agrees that there will be no interference with the free right of any employee of MNPS to enter and leave work sites and property of MNPS free from harassment.

ARTICLE 3
NON-DISCRIMINATION

The provisions of this Agreement, in accordance with applicable Federal and State Laws, shall be applied equally to all employees without discrimination as to gender, marital status, race, religion, national origin, age, disability or political affiliation. The UNION shall share equally with MNPS the responsibility for applying this provision of the Memorandum of Understanding.

ARTICLE 4
GRIEVANCES

1. Class action grievances: It is agreed that to the extent consistent with the rules and regulations of MNPS, the UNION may, upon agreement with MNPS, present a grievance on behalf of an employee for the purpose of determining the rights of similarly situated employees, either in the entire unit or in a category of employees as to any grievable issue; the outcome of which may impact upon the terms and conditions of employment within the particular unit or category.
2. RIGHT TO REPRESENTATION: Employees shall have the right to the presence of representation of his/her choosing at all stages of the grievance procedures in accordance with the rules of MNPS. This shall include the right to the presence and assistance of a UNION representative, when requested, in situations including disciplinary action, hearings, investigations and any meetings involving the employee that may lead to disciplinary action, and/or any other action affecting the employment of an employee.

ARTICLE 5
ACCESS TO SCHOOL PROPERTY

1. IT IS AGREED that authorized representatives of the UNION shall have visitation rights to all areas of employment so long as it does not hinder or interfere with necessary operations of MNPS. Such visits shall be for the purpose of investigating grievances and disciplinary actions, conferring with officials of MNPS, and ensuring compliance with this Memorandum of Understanding and the policies of the *MNPS*.

2. MNPS agrees that its officers, managers and supervisory personnel will accommodate all reasonable requests for such visitation and will not act to hinder, harass or intimidate the Union's agent or employee(s) during the course of such visitation.
3. The UNION shall notify the appropriate principal or manager or designee of such visit in advance whenever possible and, in any event, shall report his/her presence and purpose first to the supervisor or school office.
4. Union staff assigned to MNPS shall be issued identification badges by management.
- 5.

ARTICLE 6 BULLETIN BOARDS

1. The UNION shall have the right to place notices on the staff bulletin boards. Bulletin boards may be used only for the following notices:
 - a. Recreational and social affairs of the UNION;
 - b. Notices of UNION meetings;
 - c. UNION elections
 - d. Reports of UNION committees;
 - e. Rulings on policies of the UNION; and
 - f. UNION newsletters.
2. All schools shall have appropriately located support personnel bulletin boards or other appropriate display areas for both administration and union business.
3. All posted materials are to be signed and/or initialed by the Union's President or designated representative, and a copy forwarded to the appropriate supervisor. Any violation of this section by the UNION shall entitle MNPS to immediately remove the materials that are in violation from the bulletin boards.

ARTICLE 7 WORK SITE MEETINGS

1. The UNION shall be allowed to hold meetings with employees before or after regular scheduled working hours so long as such meetings do not hinder or interfere with the proper operation of MNPS. All meetings held by the UNION for employees, other than those meetings specifically set out in Section 5, shall be controlled by this Article.
2. MNPS agrees that meetings may be held at no charge in the most appropriate space available to the work site, (of employees covered by this agreement) if such space is not then occupied or in use. Union sponsored meetings for other workers and the community may be held on the same terms currently provided for community organizations.
3. The UNION agrees to request of the appropriate facility manager of such space in writing at least 48 hours in advance of the time for such meetings and will state the time and the location of the meeting.
4. Within twenty-four (24) hours after receiving such notice, the facility manager will advise the UNION by phone whether the time and location of the meeting are approved. If a time and location are not approved, that will be confirmed in writing, with a reason given as to why it was not approved.
5. The union may also hold 15-minute meetings once a month at each worksite during working hours. As a general rule such meetings will be contiguous to breaks, alternatively, the beginning or end of a shift. The union may also hold meetings and trainings during training days, as part of the agenda, but such sessions will not interfere with regular schools training.

6. Meetings are not to interfere with other workers on the site, and if a location and/or time interfere with anyone performing their duties, the meeting would have to be scheduled at a different time or location.

ARTICLE 8 UNPAID LEAVES OF ABSENCE

From time to time UNION members (who are MNPS employees) may desire to take a leave of absence to perform UNION business. Requests for such leave must be made in accordance with the MNPS Policies in force at the time of the request for leave, and shall not be unduly denied or withheld, without reasonable cause.

ARTICLE 9 PERSONNEL POLICY

1. It is understood that the personnel policy of MNPS and its administration is specifically provided for by the Metropolitan Charter, and the Laws of Tennessee and that MNPS is legally responsible for developing and fostering the effectiveness of this personnel policy in the manner provided by Article (9) of the Metropolitan Charter and its established rules and regulations set forth in Article 9 of the Metropolitan Charter.
2. A list of all job classifications included in the Bargaining Unit as mutually agreed to as of the signing of this Memorandum of Understanding and as hereafter amended, shall be attached and appended hereto as Appendix A, by reference, as if copied verbatim herein.
3. It is agreed that the personnel policies and procedures of the Metro Nashville Public Schools, as they may be amended from time to time by the Metro Nashville Public Schools, shall be made a part of this Memorandum of Understanding, by reference as if copied herein verbatim and attached hereto; provided, however, that the UNION may pursue its right to meet and confer concerning changes in terms and conditions of employment as provided in this Memorandum of Understanding. The parties agree that during the life of this MOU there will not be changes to the Policies and Procedures without the parties having the opportunity to meet and confer.
4. Personnel Files: Employees shall have the right to examine the contents of their personnel files at designated or mutually agreed upon times. Employees may attach written comments to any adverse personnel record placed in their file during the term of this MOU.

ARTICLE 10 PAYROLL DEDUCTION OF DUES

1. MNPS agrees to deduct UNION dues, fees and assessments, from the pay of all employees covered by the Memorandum of Understanding who request, in writing, that such deductions be made. The amount to be deducted from each paycheck will be based on a written certification, by the Secretary/Treasurer, or their designee, of the UNION to MNPS, of the appropriate authorized dues to be deducted for every member.
2. Written authorization for payroll deductions shall only be revocable within the ten (10) days before the anniversary of their written authorization to join the union. Such revocation shall be designated by written notice, on forms provided by the Union signed by the affected employee and sent to the MNPS payroll department and the Union.
3. Authorizations for payroll deduction shall become effective on the next payroll date occurring at least 5 days after receipt of the authorization for the deduction by the Metro Department of Finance provided, however, that if a member of the UNION is transferred from his/her job position so as to move from the jurisdiction of the UNION, the authorization of dues deduction may be revoked by the employee at the beginning of the next payroll period closest to the effective date. The UNION agrees to hold MNPS harmless from any claims made against MNPS pursuant to this Article.

4. RETIREES: Employees who have retired from MNPS and who are receiving either a service pension or disability pension, may authorize payroll deduction of UNION dues from their pension checks, in accordance with the provisions of this Article. The parties recognize that the Metropolitan Employee Benefit Board, which administers the pension fund, provides his/her service.
5. All money deducted by the Metro Payroll Division for dues shall be remitted to the UNION bi-weekly by mail or delivery to the Service Employees International Union, Local 205. The UNION shall designate the individual to whose attention dues shall be remitted. This designation will be by letter to the Director of Business Services for MNPS. An electronic list of names, employee numbers and amounts deducted for each employee shall accompany these funds.
6. No supervisory employee of MNPS shall in any way encourage, attempt to influence, or discourage employees in the bargaining unit in their decision as to whether to maintain UNION dues check off.
7. COPE Check-off. Upon receipt of forms requesting check-off from the Union's COPE fund, such deduction shall be made from each paycheck. A list of these deductions shall be forwarded with the funds to SEIU COPE c/o the SEIU Local 205 headquarters.

ARTICLE 11 **WAGES AND BENEFITS**

1. The parties hereto agree that wages paid to employees in respective positions or job classifications shall be in accordance with the Pay Plan for MNPS as from time to time amended. It is agreed that, during the life of this agreement, changes will not be made in bargaining unit positions of the Pay Plan or benefit program without the parties having the opportunity to meet and confer.
2. It is agreed that a copy of the Pay Plan and job classifications, as amended and approved by MNPS, shall be made a part of this Memorandum of Understanding by reference, as if copied herein verbatim, and attached hereto.

ARTICLE 12 **MUTUAL RIGHTS AND OBLIGATIONS**

1. The parties agree to abide by the provisions set forth in this Memorandum of Understanding. This Memorandum of Understanding may be amended by mutual agreement of the parties any time during the period of time in which it is in effect.
2. The UNION shall not initiate or engage in, and no members of the UNION shall participate or engage in any strike, slow down, boycott or other interruption of work (primary or sympathy). The Metro Nashville Davidson County School Board shall have full and binding authority to determine if a strike, slow down, boycott or other interruption of work has in fact occurred; provided, however that the MNPS Board's determination shall not be binding on a court, and nothing herein shall be construed to limit the parties rights' to seek a judicial determination as to whether or not a strike, slow down, boycott or other interruption of work occurred. Should a strike, slow down, boycott or other interruption of work occur, MNPS shall notify the UNION that such activity exists and request information from the UNION as to whether the activity has been authorized or initiated by the UNION. Immediately thereafter, the UNION shall respond to MNPS's request in writing. Upon receiving notice of a strike, slow down, boycott, or other interruption of work, the UNION will immediately take all reasonable steps to terminate such activity and induce UNION members to return to work. Employees participating in a strike, slow down, boycott or other work interruption, are subject to disciplinary action, which may include discharge.

3. Violation of this Article by the UNION's initiating or engaging in a strike, slow down, boycott or other interruption of work, or, the Union's failure to respond to MNPS's request for advice as to whether the UNION has authorized or initiated the action, shall be cause for MNPS to terminate this MOU, upon giving written notice to this effect to the President or Executive Director of the UNION in addition to whatever other remedies may be available to MNPS at law or in equity.
4. The MNPS hereby agrees that it will not lockout employees during the term of this agreement.
5. MNPS is bound by certain laws, regulations, ordinances, and other directives and the UNION is bound by such laws, regulations, ordinances, and directives. Nothing herein shall contravene or minimize such laws, regulations, ordinances or directives.

ARTICLE 13 **NEGOTIATIONS – MEET AND CONFER**

1. Upon the Union's request, appropriate representatives of MNPS shall meet and confer with the UNION in good faith, over proposals for changes in the bargaining unit positions of the General Pay Plan, Departmental Rules, Policies and Procedures, and any other economic employee benefits. MNPS shall provide notice to the UNION of its annual budget cycle. MNPS management shall meet and confer with the UNION on request. All such discussions shall proceed in a timely manner and the parties shall seek prompt agreement.
2. UNION representation shall be limited to six (6) bargaining unit members and one (01) member of the UNION staff at the bargaining table.
3. MNPS shall release the UNION Bargaining Committee and Policy Committee members for the purpose of bargaining and preparation for such meetings without loss of pay. Two (2) weeks notice shall be required. The President of the UNION shall make such request in writing to the MNPS Assistant Superintendent of Human Resources or designee and appropriate department heads. Such permission shall not be unreasonably withheld.
4. In all matters of representation, both parties shall act in a timely manner with prompt exchange of proposals. All discussions will be conducted in good faith and in a professional manner by both parties.

ARTICLE 14 **UNION STEWARDS**

1. MNPS agrees to recognize duly authorized UNION stewards in the representation of employees under the terms of this MOU and the Rules and Regulations of the MNPS.
2. The UNION shall provide the MNPS Director of Schools and the appropriate department head, with a list of the designated UNION stewards within that department and shall notify the MNPS Director of Schools and appropriate department head of any changes.
3. For the purpose of investigating and/or presenting a grievance, a steward may, with the prior permission of his/her immediate supervisor, be released from his/her duties for a reasonable period of time during working hours without loss of pay. Stewards shall endeavor to conduct such business in a timely manner. Such permission shall not be unduly withheld.
4. Training Time – Stewards may be released from their job duties with pay once per year for training activities. The union will make every effort to schedule such training on days when school is not in session.

ARTICLE 15
SEVERABILITY

It is specifically agreed that the provisions of this Memorandum of Understanding are declared to be severable. If any section, article, provision, sentence, clause, phrase or part of this Memorandum of Understanding is judicially determined to be void, illegal or unenforceable, or in violation or conflict with the rules or standards established by the MNPS, the remainder of this Memorandum of Understanding shall continue in full force and effect and be binding on the parties hereunto. If any section, article, provision, sentence, phrase or part of this Memorandum of Understanding is declared void, illegal or unenforceable, the UNION or MNPS may exercise the right to request immediate discussion of the part or parts of this Memorandum of Understanding which are declared void, illegal, or unenforceable, provided that during such discussions, the remainder of this Memorandum of Understanding shall remain in full force and effect, provided further that these provisions are not declared void, illegal or otherwise unenforceable.

ARTICLE 16
MEETINGS AND CONFERENCES

Delegates and Alternates elected to represent employees covered by this MOU at conferences and meetings of Local, State and National levels and affiliated bodies to the Union shall be released from work with pay should such meetings conflict with their regular working hours. Prior approval must be obtained from the principal/department head to assure there are enough personnel to cover the responsibilities in the school/department.

Requests will be answered in a timely manner and permission for leave under this Article will not be unreasonably withheld. If a request is denied, the employee will be informed of the reasons for same.

ARTICLE 17
RELEASE TIME

The Union shall be annually allocated a total of 2080 hours of release time with pay for Union members to conduct representative and Union business specifically described in this MOU or other Union business with the approval of the Assistant Superintendent of Human Resources or designee. Release time required for members of the bargaining unit and the administration to meet and confer, and release time for union stewards' training, release time for grievance handling and release time for monthly cluster steward meetings shall not be counted against the 2080 hour limitation.

The Union is required to give MNPS two (2) weeks notice. Less than two (2) weeks notice may be given due to extenuating circumstances as approved by the Assistant Superintendent of Human Resources. Such time will be requested in writing by the Union's Executive Director to the Assistant Superintendent of Human Resources who shall track the use of such time. Management will respond within five (5) working days regarding approval of the leave.

ARTICLE 18
ORIENTATION

MNPS employees and staff designated by the Union should have the right to make a 10-15 minute presentation during MNPS new hire orientation programs. MNPS will notify the Union at least 30 days before such orientation sessions. The union shall also have allotted time on the agenda of the annual pre-school orientations.

ARTICLE 19
MID-TERM CHANGES

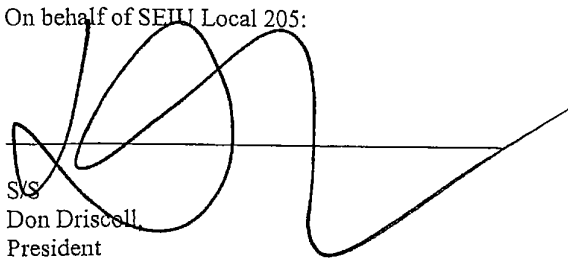
In the event management proposes changes in policies, staffing levels, job descriptions or pay grades, other working conditions and/or terms of employment during the life of this MOU, prompt notice shall be served to the union. The union, after reviewing the proposal may request that management meet and confer over the proposal and seek good faith agreement. The parties will meet in a timely way and act in good faith in all discussions.

To expedite dealings of mutual concern, the parties shall hold joint Labor-Management meetings each month involving the appropriate leaders of support union, the Human Resources Director and his/her appropriate senior staff. Such meetings shall be held at a regular time and place each month.

MOU
SEIU LOCAL 205

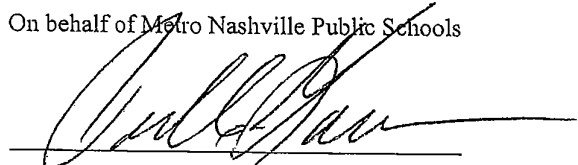
Signed: September 6th, 2005

On behalf of SEIU Local 205:

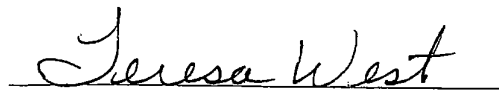


S/S
Don Driscoll
President

On behalf of Metro Nashville Public Schools



S/S
Dr. Pedro Garcia,
Director



S/S
Teresa West
Chief Steward

Union Committee:

Management Committee: Dr. Elizabeth J. Keel, Chris Henson

Appendix A:

The following support employees are excluded from the bargaining unit-representation by the Union.

All employees of the Transportation Department

Managers are defined as follows:

Director of Operations
Director of Plant Planning
Director of Communications
Director of School Training
Director of Support Personnel
Director of Business Services
Senior Occupational Therapist
Supervisor of Plant Operations
Employee Benefits Manager
Coordinator of Program Education
Coordinator of Fixed Assets
Supervisor, School of Plant Maintenance
Director of Data Processing
Chief Accountant
Purchasing Agent
Executive Assistant
Manager of Records/Archives
Human Resources Specialist
Coordinator of Food Service Nutrition
Assistant Supervisor of School Plant Maintenance
Payroll Coordinator
Supervisor of Data Control
School Security Program Manager
Director of School Security
Field Manager Food Service
Supervisor of Warehouse Distribution

All employees of the Office of Director and Administrative Assistants to top managers.

Also all Human Resources employees shall be considered confidential.

However, any employee in a classification or group listed above who was enrolled in the union as of March 1, 2002 shall be grandfathered into the SEIU bargaining unit entitled to representation by the Union.

Appendix B:

**MEMORANDUM OF AGREEMENT
Between
Metropolitan Nashville Public Schools
And
SEIU Local 205**

The parties, recognizing that setting of policy and expenditure of funds for Metro Nashville Public Schools is the responsibility of the Metropolitan Nashville Davidson County Board of Education, agree as follows:

1. The Memorandum Of Understanding effective June 10, 2001, between the Director of Schools and SEIU, Local 205 shall be extended until June 30, 2004.
2. Effective July 1, 2001, school support employees shall no longer be required to contribute to their pension. After this date contributions shall be absorbed by the board.
3. Effective July 1, 2001, support employees will receive a .67% adjustment to the general wage scale.
4. Effective July 1, 2002, the wage scale for support employees will be adjusted upward by 3%.
5. Effective July 1, 2003, the wage scale for support employees will be adjusted upward by 3%.
6. Adjustments shall be considered in the event additional funds are identified beyond the 3% for across-the-board adjustments.
7. Effective October 15, 2001, the revised living wage pay scale will be adopted in grades 1-4 (attached as Appendix A) with a minimum pay rate of \$8.66 per hour. All employees in Grades 1-4 shall receive an adjustment of at least one step or the amount listed in Appendix B for their current grade and step.
8. Effective January 1, 2002, Building Engineers will be hired at Grade 8 for each comprehensive high school. Former building engineers will be advised and encouraged to apply.
9. Effective July 1, 2002, ISS Monitors and Title I Tutors will be placed on the classified employee scale at Grade 7 at the appropriate step for their length of service. Effective the same date, ELL tutors will be placed on the classified employee scale at Grade 6 at the appropriate step for their length of service.
10.
 - a. Effective July 1, 2001 Food Service Employees required to wear uniforms will receive a seventy-five dollar (\$75) uniform allowance as detailed in Appendix C.
 - b. In each subsequent year of this agreement, the parties shall meet and work to increase the uniform allowance after reviewing the annual audit of the food service budget. The union will have the opportunity to present options to enhance the quality and revenue of the food service program and discuss the options in good faith with the Executive Director for Business and Facility Services.
11. Effective July 1, 2001, shift differential will be increased to 50 cents per hour for all hours worked after 6 p.m.
12. Pay Delivery/Buck System (see Letter of Agreement Appendix D)
13. Part-time Employees (see Letter of Agreement Appendix E)
14. Upward Mobility/Continuing Education (see Letter of Agreement Appendix F)

15. Labor-Management Collaboration (see Letter of Agreement Appendix G)

16. Effective July 1, 2001, support employees shall have two (2) personal days and one (1) emergency leave day. Effective July 1, 2004, all support employees with 20 years of service shall receive an additional personal leave day annually (total of 3).

Appendix C: Low Wage Base Pay

	New Grade 1		New Grade 2		New Grade 3		New Grade 4	
00	8.66	00	8.87	00	8.97	00	9.11	
01	8.82	01	9.04	01	9.14	01	9.30	
02	8.96	02	9.19	02	9.32	02	9.47	
03	9.11	03	9.34	03	9.47	03	9.65	
04	9.25	04	9.46	04	9.64	04	9.83	
05	9.41	05	9.65	05	9.81	05	10.00	
06	9.54	06	9.81	06	9.97	06	10.20	
07	9.70	07	9.96	07	10.14	07	10.35	
08	9.84	08	10.12	08	10.30	08	10.56	
09	9.99	09	10.28	09	10.49	09	10.71	
10	10.14	10	10.42	10	10.64	10	10.91	
11	10.29	11	10.58	11	10.81	11	11.07	
12	10.42	12	10.72	12	10.97	12	11.25	
13	10.59	13	10.91	13	11.13	13	11.44	
14	10.71	14	11.05	14	11.31	14	11.62	
15	10.89	15	11.21	15	11.46	15	11.79	
16	11.01	16	11.37	16	11.64	16	11.99	
17	11.16	17	11.53	17	11.81	17	12.15	
		18	11.68	18	11.98	18	12.33	
		19	11.83	19	12.16	19	12.51	
				20	12.31	20	12.69	
				21	12.46	21	12.87	
				22	12.61	22	13.05	
						23	13.22	
						24	13.41	
						25	13.60	

Appendix D: Food Service Uniforms

Effective Annually- Employees shall be offered two options:

- They can either receive \$100 dollars in cases, taxed; or
- Submit receipts of up to \$100 dollars for uniforms.

Employees will also receive two uniform shirts effective February 1, 2002.

Appendix E: Pay Delivery System/Pay Inequities

The parties recognize that there are significant inequities in the pay system, most of which were generated by the Buck Study.

In order to fully evaluate the problems the parties will appoint a task force of (4) union members and (4) managers, by November 15, 2001.

The Committee will locate all inequities of pay between similarly situated employees. It will also evaluate whether positions are properly classified and make recommendations for changes where appropriate.

The parties acknowledge that the cost of such corrections is unknown; therefore, the agreement does not assume implementation by the Board before sufficient funds are identified to implement agreed upon changes.

The committee is charged to complete its work by March 30, 2002.

Appendix F: Part Time Work

The parties recognize that it is desirable and preferable to maximize the opportunities for full time work in the school system.

During the 2001-2002 fiscal year and subsequently the parties will utilize the following strategies to increase the opportunities for support employees.

- 1) Job matching and inter-school or inter-classification job combinations.
- 2) Reassignment of part-time position hours vacated by attrition to create full time positions or increase the hours of existing positions that are less than 40 hours.
- 3) Evaluate possible combinations between schools mother's patrol positions and school support positions to create full time positions. (The union recognizes that there are charter issues that may pose particular problems in this regard)
- 4) Evaluate the actual need for part-time jobs on a case-by-case basis.
- 5) Employees desiring to move from part time to full time work in their classification shall be placed in an eligibility pool of current district employees who will be given consideration for each position. This pool must be exhausted before external candidates are hired.

The system will apply the appropriate pay scale steps and pro-rata leave benefits to part-time employees, effective July 1, 2002.

Appendix G: Upward Employment Mobility/Continuing Education

The parties will meet jointly to develop a training and tuition reimbursement program that will allow support employees to receive training, monitoring and support to qualify as school teachers and other permanent positions in the school system. They will analyze models from other systems and recommend a plan to the Director and School Board by March 1, 2002.

MNPS Human Resources will make available support and on-the-clock training in the Cohn Adult programs, enabling support employees to qualify for the GED, the High School diploma program and/or receive ELL and literacy classes.

Appendix H: Collaboration for Top Quality Services to Children and the Community

Both MNPS management and the unions agree that top quality services for children and the community are our top priority.

In order to improve the services the parties agree to create just communities to channel by representatives of the parties to work together and develop plans to improve quality and efficiently.

This process will be initially piloted in the maintenance and custodian services. Committees will be appointed with equal numbers of management and rang-and-file personnel appointed by the respective parties.

Subjects to be evaluated by the parties will include:

- Custodian standards
- Maintenance employees' involvement in new construction and repairs
- Efficient implementation of the building engineer program and other subjects that will improve services

The program will be overseen by the Chief Stewards, President of the respective union and the Assistant Superintendent for Human Resources and Director of Support Personnel.

Appendix I: Inclement Weather

In the event that school is out due to snow or other inclement weather, employees will be compensated for the first five days of snow. If more than 5 days of snow occur, all employees will be expected to work the extended days.

Appendix J: Dispensing Medications

The principal of each elementary and middle school without a school nurse 50% of the week will request the school secretary, or, if s/he is unwilling, another appropriate support employee of the principal's choice to administer medication to students. Said individual shall receive \$400.00 per year stipend. This provision shall become effective July 1, 2003. The person(s) who administers medications "shall not be held liable in any court of law for injury resulting from the reasonable and prudent assistance in the self-administration of such medication or the reasonable performance of the health care procedures including administration of medications..." § T.C.A. 49-5-415.

Appendix K: Continuing Issues

The parties agree to deal with the following employee issues in the following ways:

1. Items for resolution in the Anchor Group
 - * Perfect Attendance
 - * A District Safety Coordinator and District Safety Program
3. The parties agree the vacation equity for long-term 12-month employees will be discussed during the planning for the 2003-2004 budget.

Appendix L: Education Support Plan and Program for Title I Upgrades

- A. MNPS will pay for the ParaPro upon successful for Educational Assistants. Workbooks and training will be provided by Staff Development.
- B. Move to Grade 4 any Education Assistant or Special Education Assistant who meets the testing or education requirements of NCLB with the proviso that they must accept assignment to a Title I school if a position becomes available. There new class would be Certified Education Assistant or Certified Special Education Assistant.

Appendix M: Revised Pay Plan

Establish by September 1, 2005, a committee of the unions and MNPS administration with the charge of reviewing the current support plan and making recommendations to administration and the Board regarding restructuring no later than March 1, 2006 for implementation on July 1, 2006. The intent of this plan would be to correct and rationalize the pay plan without loss to employees. The parties will develop step equity and promotional policies appropriate to the model.

Appendix N: Position Upgrade Review

The parties will review the following positions for upgrades in the 2007 budget year making a decision by March 1, 2006.

- ❖ Campus Supervisor
- ❖ School Secretary/Bookkeeper
- ❖ Attendance Officer
- ❖ School Secretary/Clerk
- ❖ Change Food Service Lead Workers to "Assistant Manager" and upgrade
- ❖ Bus Monitors

Appendix O: Career Ladder for Support Employees

MNPS agrees to loan the tuition to any support employee who enrolls in a teacher education program or who enrolls in a higher education institution for the purpose of meeting NCLB requirements. The loan will be paid through payroll deduction.

Appendix P: Food Services Training Days

The parties will meet to work out a resolution to the union's concerns about food service training days and the direction of the program. The parties will meet to try to resolve the situation by June 1, 2005.

APPENDIX Q: Letter from Dr. Keel Regarding Employee Breaks

Appendix R: Approved MNPS/SEIU Local 205 Agreement (May 5, 2005)

Appendix S: Dr. Garcia Letter to Unions

APPENDIX Q: Letter from Dr. Keel Regarding Employee Breaks

TO: All Administrators
FROM: June Keel
DATE: May 2, 2005
RE: Employee Breaks
CC: Mary Eady, USWA Local 9426; Teresa West, SEIU Local 205;
Don Driscoll, SEIU Local 205

Under our agreement with SEIU and the Steelworkers, we are bound to comply with the provisions of the Memorandum of Understanding and the Support Handbook. Chapter IV, Section A.(2) of the Support Handbook states:

Employees may take two (2) fifteen minute rest periods each workday, one in the morning and one in the afternoon. Such rest periods shall be considered a right and shall never interfere with proper performance of the work responsibilities and work schedules of each department.

It has come to my attention that some employees are being denied these breaks. Please note that these breaks are required, and employees cannot voluntarily give up their right to these breaks. Please work with your staff and develop a schedule that affords employees their break time with minimal disruption to the work schedule.

If you have any questions regarding this issue, please contact Jo Patterson at 259-8634 or me at 259-8610.

Appendix R: Approved MNPS/SEIU Local 205 Agreement (May 5, 2005)

MNPS/United Steelworkers Agreement- May 3, 2005
Approved by Members on May 5, 2005

MOU

1. Print MOU and Handbook together for distribution to employees.
2. MOU Attached

HANDBOOK (changes to be effective July 1, 2005)

1. Retain Outside Review Panel as currently provided in the Support Handbook with unions and administration sharing costs for the reviewer. The parties will meet and agree to a standard charge and a standard format for the cases
2. Management will write a letter to the union, clarifying the right to breaks.
3. Additional vacation accrual for 12 month employees
 - At 20 years – 21 days
 - At 21 years – 22 days
 - At 22 years – 23 days
 - At 23 years – 24 days
 - At 24 years – 25 days
4. Summer Work /Enhanced options
 - a. Summer jobs will be posted and distributed by seniority. The pay will be at the base rate.
 - b. Enhanced Option Schools – continuance in same position: same pay rate if an employee is moved into an Enhanced Option School due to the refusal or inability of an employee to work the extended period, the employee who is moved into that position from the same position at another school shall be entitled to his/her same pay rate. Failure of any employee assigned to work at an Enhanced Option School to work the extended schedule will subject the employee to transfer to a school operating on the regular school calendar.
5. We request that management make a clear statement of policy to supervisors, principals, and managers that there are consequences for violation of the MOU and the Handbook by managers. **(now placed in the handbook preface)**
6. Chapter II. A.1: New (Probationary) Employee – a new employee appointed to a regular support position is required to successfully serve a *six month period* of initial employment period.
7. Chapter II. A. 7: Working Test – Employees receiving promotions shall be on a working test for *sixty (60)* working days, during which time they may either at the documented direction of their supervisor or at their own choice return to their previous position. Time as an interim employee in the same position shall be applied to this period.
8. Chapter IV. C.2: Job Abandonment – An employee who fails to report for work three (3) consecutive days without calling in shall be contacted by the department head/principal or his/her designee. **If the employee has not contacted the supervisor and/or the supervisor has not been able to contact the employee within five (5) calendar days, the employee will be terminated for job abandonment.** The employee will be notified of such via a registered letter.

9. Chapter IV. D.4: Out of Classification Pay –

- a. When an employee is ASSIGNED to work by his/her principal/department head in a position of higher classification than his/her approved position for a period of **five (5) or more working days**, not including the employee's own vacation related absences, such employee shall be compensated at the minimum rate of the higher classification or at least 10% above their current rate of pay, whichever is greater. Such pay will be retroactive to the first day of work. In the case of Roving Food service managers this rule shall apply only after 10 working days.
- b. The opportunity for out class assignments will be rotated among willing and qualified employees in the affected department. Rotation must take place at least every ~~ten~~ six working days. (Assignments will not be rotated to avoid paying employees.)
- c. The employee who is working in the temporary new classification will revert to his/her original classification on the salary schedule if circumstances necessitate the return of the original employee to the original position as determined by the department head/principal, or if the deletion of the position becomes necessary.

16. Chapter V. B. 1: Bereavement - When death occurs in the immediate family, support employees shall be allowed a maximum of four (4) working days bereavement leave without loss of pay. If more days for bereavement purposes are needed, they shall be taken from accumulated sick days. ~~The days of leave will begin on the day of death or on the day after the death. In case of holidays or weekends, the leave begins on the next working day.~~ Bereavement leave is not cumulative.

17. Chapter V. F:

In Line of Duty (IOD) – Injury – Disability

- a. Employee Reporting Requirement
In an emergency the employee must go to the closest medical facility.
If the injury is not an emergency as soon as an injury occurs, the employee should:
 - i. Report the injury to his/her supervisor as soon as possible – but absolutely within 24 hours.
 - ii. Complete the Occupational Injury/Illness form (Form 100) as soon as the injury occurs and have the supervisor immediately fax it to the office of the Alternative Service Concepts (ASC) adjuster. Report Line Fax 1 877 669-9140.
 - iii. Be provided with the IOD choices – IOD Network or Group insurance. If choice is IOD network the employee must choose a physician and immediately call and schedule an appointment.
NOTE: If an employee does not have Metro insurance he/she must go through the IOD Network. Insurance plans through a spouse will not cover an in line of duty injury.
 - iv. Report back to your supervisor following each visit to the physician's appointment.
- d. *Benefits shall not be denied based on the supervisor's failure to submit the claim.*

18. Chapter IX. B and C

B. Types of Disciplinary Action

The types of disciplinary action include warning, reprimand, suspension, demotion, dismissal and other appropriate action. All disciplinary actions shall be based on one or more of the causes specified in Section A, above, and shall be conducted in accordance with the *progressive disciplinary* procedures specified in Section C below. A department head/principal, with the approval of an Assistant Superintendent, may suspend an employee up to twenty (20) days. (TA 3-30-05)

C. Procedure

Progressive discipline shall include:

1. Counseling Sessions

As the first step in handling employee discipline each department head/principal is encouraged, but not required, to meet with the employee in a counseling session. This would give an opportunity for both the employer and the employee to come to a mutual agreement on action that should be taken. These counseling sessions should be between the employee and department head/principal and the employees' representative, if she/he desires one.

2. Warning or Reprimand

All supervisors may take corrective action by issuing a written or verbal warning or reprimand to an employee as needed. This action may be taken in an effort to correct a situation that, if uncorrected, may require further disciplinary action. A copy of any written warning or reprimand will be placed in the employee's personnel file. Any statement which the employee wishes to make in writing concerning the warning or reprimand shall be attached to all copies of the warning or reprimand that is placed in the employee's personnel file. An employee is not entitled to a hearing if either a warning or reprimand is given by the supervisor, department head/ principal.

Written reprimands older than two calendar years old, may not be used to establish a pattern for disciplinary action unless another incident occurred within two (2) years of that action.

2. Departmental Hearing

All employees, with the exception of probationary employees, are entitled to a hearing as provided in this section.

An employee shall be notified in writing by the department head/principal of the action(s), which is (are) the subject of a disciplinary proceeding. The employee shall be entitled to a hearing within ten (10) working days. This time limit may be extended by mutual agreement. Notification shall be accomplished by posting a letter to the employee's last known address by registered mail, return receipt requested, as well as hand delivered to the work place, if the employee is working. This letter shall contain the following information:

- a. Citation of the rules or regulations, which the employee is accused of having violated
- b. The specific action(s) of the employee, which violate(s) the rules
- c. A statement to the employee that a hearing has been set and the time and place of the hearing
- d. A statement to the employee of his/her right to have representation at the hearing
- e. A statement to the employee that the hearing may be waived by his/her signing an attached waiver of hearing statement
- f. A statement to the employee describing the consequences relinquishing the hearing

The hearing shall be before the department head/ principal concerned. A representative of the Human Resource Department may attend the hearing at the request of either the employee or department/school head for the purpose of observing that proper procedures are followed. A written summary and recommendation to the Division Head (or appropriate Assistant Superintendent) of the hearing shall be made by the department head/principal. Copies shall be provided to the employee, and to the employee's personnel file. The employee may have one speaking representative, one note taker, and one observer present with him/her at the hearing. The employee or his/her speaking representative may call and cross-examine witnesses. The employer may have up to three administrative representatives, one of whom may assist the Department Head or Principal in calling and cross-examining witnesses.

An employee's failure to appear for a departmental hearing after being given notice of the hearing as provided above shall be conclusive evidence of the employee's waiver of the departmental hearing. In the event the employee fails to appear, the hearing shall proceed and a written summary of the hearing along with the department head/principal's recommendations will be forwarded to the Division Head and placed in the personnel file.

D. Appeal to Assistant Superintendent

1. An employee may appeal the action of the department head/principal by a written request to the ~~appropriate~~ **the Assistant Superintendent of Human Resources or designee** within ten (10) working days of receiving written notification of the decision of the department hearing. The Division Head shall review the summary and recommendation of the departmental/school head. **The Assistant Superintendent of Human Resources or designee** shall hold a hearing with the employee, their representative(s), the department/school head, witnesses and Human Resource officials to gather additional information within ten (10) working days.
2. Prompt notification of the decision of the **Assistant Superintendent of Human Resources or designee** shall be provided the employee within ten (10) working days.

WAGES AND BENEFITS

1. Increase clothing allowance to 100 dollars reimbursable by receipt to employees each year.
2. Employees filling in for a teacher shall be paid rate the premium sub rate for all hours worked. It is not the intention of the District to utilize this option to avoid utilizing substitutes. Assignments will be made as a priority to employees who will benefit economically. The pay rate for this is \$103.40 per day effective July 1, 2005 and employees falling under this provision will receive an increase given this rate during the life of this agreement
3. Maintain Medical stipend at the current level.
4. Implement and fund an Education Support plan and program for Title I upgrades
 - A: Payment for ParaPro upon successful completion for Ed Assistants. Workbooks and training to be provided by Staff Development.
 - B: Move to Grade 4 any Educational Assistant or Special Education Assistant who meets the testing or education requirements of NCLB with the proviso that they must accept assignment to a Title I school if a position becomes available. There new class would be Certified Education Assistant or Certified Special Education Assistant.
5. Cost of living adjustments:
 - 7/1/05- 1.58%,
 - 7/1/06- 3%,
 - 7/1/07-3%
6. Revised Pay Plan – Establish by September 1, 2005, a committee of the unions and MNPS administration with the charge of reviewing the current support plan and making recommendations to administration and the Board regarding restructuring no later than March 1, 2006 for implementation on July 1, 2006. The intent of this plan would be to correct and rationalize the pay plan without loss to employees. The parties will develop step equity and promotional policies appropriate to the model.
7. The parties will review the following positions for upgrades in the 2007 budget year making a decision by March 1st, 2006:
 - * Campus Supervisor
 - * School Secretary/Bookkeeper
 - * Attendance Officer
 - * School Secretary/Clerk
 - *Change Food Service Lead Worker to “Assistant Manager” and upgrade.
 - *Bus Monitors

The administration will request funding in this budget cycle for the items in 5, 6 and 7 above, including requesting 1.6 million dollars to fund pay plan revisions. USW specifically understands that these changes must be funded and that they can only be implemented if funding is provided by the Metro Council. USW commits to work aggressively to fund the district's budget request. *In the event that the needed funding*

levels are not achieved the parties will meet in a prompt and timely manner to negotiate alternative solutions.

WORKFORCE AND SERVICE ISSUES

1. Fully implement MGT custodial plan and replace lost positions, effective 7/1/05.
2. The parties shall, in support council, review coverage policy for absent custodians and the attendant overtime policy. Management will create a pool for custodians-
3. Five extra campus supervisors were added to the budget in order to fill any needed positions.
4. Review current level of part-time employment and vacancies. The parties will establish a working team utilizing current language to resolve this issue.
5. Training - The parties will meet to work through the details of implementation of core training.
6. Three days of training added to:
 - a. ISS Monitors
 - b. Library Clerks
 - c. ELL Tutors
 - d. Campus Supervisors
 - e. Attendance Officers
 - f. Educational Assistants
7. Conduct joint training for principals and supervisors in discipline and other core issues.
8. The parties will utilize the Support Council to resolve substitute issues for 10 and 11 month employees.
9. Career Ladder for Support Employees: MNPS agrees to loan the tuition to any support employee who enrolls in a teacher education program or who enrolls in a higher education institution for the purpose of meeting NCLB requirements. The loan will be paid through payroll deduction.
10. The parties will meet to work out a resolution to the union's concerns about food service training days and the direction of the program. The parties will meet to try to resolve the situation by June 1, 2005



~~LIFE MEMBER~~
METROPOLITAN
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PUBLIC SCHOOLS

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Pedro E. Garcia, Ed. D.
Director of Schools

August 10, 2005

Don Driscoll, President
Service Employees International Union Local 205

Mary Eady, President
United Steelworkers of America Local 9426

Dear Mr. Driscoll and Ms. Eady:

My sincere thanks to you and all of your members for your hard work in helping our schools perform even better this year. SEIU and Steelworker members help our children every day. In addition, I thank you for your commitment to the Metro budget process. Because of support employees' efforts, our district has the money to operate this year.

In May, the Board of Education proposed a budget of \$570 million, which included the funds for agreed proposals including a 3% raise for all employees, as well as additional staff and additional training days. The Mayor proposed funding of \$541 million. Because of the hard work of our Board members and support unions, the Metro Council ultimately approved a budget of \$542 million. At this funding level, the Board was not able to implement the 3% raise or the additional training days. However, the Board was able to fund a 1.58% raise for support employees (the same raise mandated for teachers) and was also able to restore some additional staffing positions, but not all that were originally proposed.

Assuming a funding level of \$584 million for 2006-2007 and \$623 million for 2007-2008, the administration will agree to propose to the board a pay raise of 3% in each of the next two school years (2006-07 and 2007-08), additional staff, additional training days, and funding for pay plan adjustments. In the event those levels are not achieved, we would propose to meet and confer over wages and benefit issues to consider alternatives.

If the sales tax referendum is not successful on September 13th, next year we will be facing significant layoffs and cuts. I know that SEIU and Steelworkers members will again play a leading role in this fight. We appreciate your Union's commitment, and we renew our commitment to you to continue to work together for the benefit of all MNPS employees.

Sincerely,

Pedro E. Garcia, Ed. D.

PED/tdp

