

Memorandum of Understanding



Metro Nashville Public Schools
2601 Bransford Avenue
Nashville, TN 37204
(615) 259-8400

SEIU Local 205
521 Gallatin Avenue
Nashville, TN 37206
(615)-227-5070

PREFACE

This handbook summarizes policies of the Metro Nashville Public Schools governing the employment of support staff. **It has been developed in discussion with the unions representing support employees. USWA Local 9426 from the Transportation Department and SEIU Local 205 representing all other non-confidential, non-management support employees. The documents include the Memoranda of Understanding between the various support employee unions and the District and select policies of the Board of Education.**

MEMORANDUM
OF UNDERSTANDING

BETWEEN

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

AND

METROPOLITAN NASHVILLE PUBLIC SCHOOLS

June 10, 2001 to June 30, 2004

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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 recognize and acknowledge that the Union is the exclusive authorized representative of all regular, part time and 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 County 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 the monthly update of new hires, terminations, promotions and transfers provided to the Board of Education.

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 unmolested.

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.
3. Pursuant to Tennessee Attorney General Opinion No. 97, No.164, non-lawyer representation is not allowed during hearings before the Board.

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 Metro Nashville Davidson County School Board.
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.

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 Executive Director 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 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 the 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 agreement there will not be changes to the Policies and Procedures without the parties meeting and seeking good faith agreement on those changes.
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 agreement.

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 Financial Secretary, 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 during the first 15 days of the school year. 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 Payroll Division of the Department of Business services; 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 MNPS 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 twice a month in the same pay period as union dues. 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 agreement. 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. The UNION shall be limited to eight (08) bargaining unit members and one (01) member of the UNION staff at the bargaining table.
3. MNPS shall release UNION Bargaining Committee and Policy Committee members for the purpose of bargaining and preparation for such meetings without loss of pay. The Executive Director of the UNION shall make such request in writing to the MNPS Director of Schools 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 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 Agreement 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 Agreement 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 2080 hours of release time with pay for Union members to conduct representative and Union business.

Such time will be requested in writing by the Union's Executive Director to the Director of Human Resources who shall track the use of such time.

ARTICLE 18
ORIENTATION

MNPS employees and staff designated by the Union should have the right to make a 20-30 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 agreement, 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 reach 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.

ARTICLE 20
DURATION AND AMENDMENT

The term of this Memorandum of Understanding is effective June 10, 2001 until July 1, 2004.

If modifications are proposed, both parties shall meet and confer in good faith with respect to the matters covered by such proposed modifications.

Signed: March _____, 2002

On behalf of SEIU Local 205:

S/S
Don Driscoil,
President

S/S
Jeff Garton,
Chief Steward

On behalf of Metro Nashville Public

Schools:
S/S
Dr. Pedro Garcia,
Director

S/S
Graciela Escobedo,
Assistant Superintendent,
Human Resources

Union Committee:

John Arthur, Regina Hill, Mary Johnson, Martha Lingley, Andrew Linnear, Kevin Nolen, and Teresa West

Management Committee: Joe Edgens, John Dietz and Paul Doyle

Appendix A:

The following support employees are excluded from the bargaining unit.

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 grand fathered into the SEIU bargaining unit.

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.
17. The parties will meet regularly throughout January and February of 2002 to resolve all policies covering support employees with the objective of resolving and distributing a new and up-to-date employee handbook. All policies tentatively agreed to by the parties will be submitted to the Board of Education for approval. On those policy issues on which the parties do not reach a joint recommendation, they will submit their respective positions to the Board's policy committee.
18. The parties shall develop a safety-training program for implementation in the 2002-2003 school year.

Signed: January 10, 2002

For Metropolitan Nashville Public Schools:

S/S	S/S	S/S
Dr. Pedro Garcia,	John Dietz,	Graciela Escobedo
Director	Deputy Director	Assistant Superintendent

For SEIU Local 205:

S/S	S/S
Don Driscoll,	Jeff Garton,
President	Chief Steward

SEIU - Union Cluster Steward Council
 John Arthur, Lois Muhammed, Mary Johnson, Martha Lingley, Carolyn Malone, Teresa West, Gloria Bridges, Ray Woods, Betty Russell, Ray Woods, Charles Glenn and Sherry Von Rotz

Appendix A: 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 B: Low Wage Base Scale

Employee grade movement adjusted for .42% raise in October and additional .25% to take place when movement takes place.

Step with employees in them as of 9/20/01

Grade 1 Movement					
Step 00	7.36	to	Step 00	8.66	
Step 02	7.63	to	Step 00	8.66	
Step 04	7.92	to	Step 00	8.66	
Step 06	8.06	to	Step 00	8.66	
Step 08	8.50	to	Step 01	8.82	
Step 10	8.80	to	Step 03	9.11	
Step 13	9.23	to	Step 05	9.41	
Step 14	9.39	to	Step 06	9.54	
Step 15	9.49	to	Step 07	9.70	
Step 16	9.68	to	Step 08	9.84	
Step 17	9.81	to	Step 09	9.99	
Step 19	10.11	to	Step 11	10.29	
Step 21	10.39	to	Step 13	10.59	
Step 22	10.56	to	Step 14	10.71	
Step 25	10.99	to	Step 17	11.16	
Grade 2 Movement					
Step 00	7.75	to	Step 00	8.87	
Step 02	8.06	to	Step 00	8.87	
Step 04	8.40	to	Step 00	8.87	
Step 06	8.70	to	Step 02	9.19	
Step 08	9.02	to	Step 03	9.34	
Step 10	9.32	to	Step 05	9.65	
Step 11	9.46	to	Step 06	9.81	
Step 13	9.78	to	Step 08	10.12	
Step 14	9.93	to	Step 09	10.28	
Step 15	10.09	to	Step 10	10.42	
Step 16	10.25	to	Step 11	10.58	
Step 21	11.03	to	Step 15	11.21	
Step 23	11.34	to	Step 17	11.53	
Step 24	11.50	to	Step 18	11.67	
Step 25	11.65	to	Step 19	11.83	
Grade 3 Movement					
Step 00	8.29	to	Step 00	8.97	
Step 01	8.46	to	Step 00	8.97	
Step 02	8.62	to	Step 00	8.97	
Step 03	8.79	to	Step 01	9.14	
Step 04	8.95	to	Step 02	9.32	
Step 05	9.12	to	Step 03	9.47	
Step 06	9.30	to	Step 04	9.64	
Step 07	9.45	to	Step 05	9.80	
Step 08	9.62	to	Step 06	9.97	
Step 09	9.78	to	Step 07	10.14	

Step 10	9.94	to	Step 08	10.30
Step 11	10.11	to	Step 09	10.46
Step 12	10.48	to	Step 10	10.64
Step 14	10.61	to	Step 11	10.81
Step 15	10.79	to	Step 12	10.97
Step 16	10.95	to	Step 13	11.13
Step 18	11.28	to	Step 15	11.47
Step 19	11.43	to	Step 16	11.64
Step 20	11.61	to	Step 17	11.81
Step 21	11.78	to	Step 18	11.98
Step 24	12.28	to	Step 21	12.48
Step 25	12.43	to	Step 22	12.61
Grade 4 Movement				
Step 00	8.92	to	Step 00	9.11
Step 01	9.09	to	Step 01	9.30
Step 02	9.28	to	Step 02	9.47
Step 03	9.45	to	Step 03	9.65
Step 04	9.63	to	Step 04	9.83
Step 05	9.80	to	Step 05	10.00
Step 06	9.97	to	Step 06	10.20
Step 07	10.17	to	Step 07	10.35
Step 08	10.32	to	Step 08	10.56
Step 09	10.53	to	Step 09	10.71
Step 10	10.68	to	Step 10	10.91
Step 11	10.89	to	Step 11	11.07
Step 12	11.05	to	Step 12	11.25
Step 13	11.23	to	Step 13	11.44
Step 14	11.41	to	Step 14	11.62
Step 15	11.59	to	Step 15	11.79
Step 16	11.76	to	Step 16	11.95
Step 17	11.95	to	Step 17	12.15
Step 18	12.12	to	Step 18	12.33
Step 19	12.30	to	Step 19	12.51
Step 20	12.48	to	Step 20	12.69
Step 21	12.66	to	Step 21	12.87
Step 22	12.83	to	Step 22	13.05
Step 23	13.01	to	Step 23	13.22
Step 24	13.19	to	Step 24	13.41
Step 25	13.38	to	Step 25	13.60

Appendix C: Food Service Uniforms

Effective Annually- Employees shall be offered two options:

- They can either receive \$50 dollars in cases, taxed; or
- Submit receipts of up to \$50 dollars for uniforms.

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

Appendix D: 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 E: 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 F: 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 G: 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 joint committees to channel by representatives of the parties to work together and develop plans to improve quality and efficiency.

This process will be initially piloted in the maintenance and custodian services. Committees will be appointed with equal numbers of management and rank-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 H: 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 I: Dispensing Medications

The principal of each elementary and middle school without a full-time school nurse 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 J: 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

2. The parties agree the vacation equity for long-term 12-month employees will be discussed during the planning for the 2003-2004 budget.