

Agreement

Between

**The Board of Education
of the
Memphis City Schools**

and

The Memphis Education Association

*an affiliate of the
Tennessee Education Association
and the
National Education Association*

Educational Support Professional (ESP) Unit

Effective

July 1, 2006 through June 30, 2009

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ARTICLE I
PREAMBLE

This Agreement is between the Board of Education of the Memphis City Schools of the City of Memphis, hereinafter called the "Board", and the Memphis Education Association, an affiliate of the Tennessee Education Association and the National Education Association, hereinafter called the "Association". The Board and the Association are sometimes hereinafter referred to as the "Parties".

The Parties agree that the purpose of this Agreement is to establish and maintain terms and conditions of employment which will provide fair working conditions, including wages, hours, and other conditions of employment, professional relationships, professional learning communities, and provide a procedure for amicable adjustments of disputes arising under this Agreement subject to the Board's authority to manage the school system. Furthermore, the Parties agree that the education of the students of the Memphis City Schools is paramount in the operation of the Memphis City Schools.

ARTICLE II
RECOGNITION

Section A. The Board recognizes the Association as the sole and exclusive bargaining agent for certain employees of the Board including Deaf Interpreters, Education Assistants (Regular, Early Childhood, Elementary, and Special Education), Special Needs Attendants, Behavior Assistants, Bilingual Cultural Mentors, Bilingual Cultural Mentors-ESL, Case Management Specialists, In-School Suspension Assistants, Licensed Practical Nurses, Family Specialists, Technicians-Instructional Computer Technicians, Matrons, and Instructional Assistants in respect to rates of pay, wages, hours of employment, and other conditions of employment.

Any new jobs created by the Board and filled by employees in the bargaining unit shall be added to this Article by way of amendment, and a wage rate shall be negotiated between the Association and the Board for such position. Excluded are all non-regular employees, part-time employees, first line supervisors such as coordinators, administrative, management, supervisory, academic employees, executive secretaries, employees assigned to the Superintendent's office, employees assigned to the Division of Fiscal Operations, employees assigned to the Division of Human Resources, employees assigned to the Division of Labor and Employee Relations, employees assigned to the Department of Information Technology, employees assigned to the Division of Internal Audits, guards, custodial employees, cafeteria workers, automotive maintenance, electronic technicians, steam fitters, grounds maintenance, and all other employees not specifically described herein and not listed on Appendix A.

ARTICLE III
MANAGEMENT RIGHTS

Nothing in this Agreement changes the authority of the Board to manage and control its departments under the Charter of the Board of Education and the laws of the State of Tennessee; nor shall anything contained in this or other Articles of this Agreement be construed to limit the Board's sole and exclusive rights of management, including the right to establish, change, or alter the regular

work day or week; to establish, modify, or change work schedules, the number of hours to be worked, including straight time and overtime; the number and schedule of shifts; the yearly term of employment; the number and classification of employees for each set of hours, locations, shifts, or yearly term of employment, and to allocate work duties on regular and overtime work and to location, shift, and yearly term of employment in accordance with its determination of the needs of the respective jobs and operations; to increase, decrease, or discontinue operations or facilities in whole or in part; and to change or introduce new methods, techniques, or machines for accomplishing the functions of the Board; to hire all employees as it determines, to promote to supervisory positions (which promotions shall not be subject to the grievance procedure), and to determine the number of employees it shall employ at any time and the qualifications necessary for any of the jobs that it shall have or may create in the future, provided that no actions shall be inconsistent with the provisions of this Agreement. Provided further that all rights and powers possessed by the Board prior to the execution of this Agreement and not specifically waived herein, shall be retained solely and exclusively by the Board.

ARTICLE IV

GRIEVANCE PROCEDURE

Section A. Definition of Grievance.

A "grievance" is defined as a dispute between the Parties as to the meaning, application or interpretation of any specific provision of this Agreement.

Section B. Definition of Grievant.

The term "grievant" is defined as any regular employee in the bargaining unit, or the Association president as provided for in Appendix C.

Section C. Supervisors.

The following are the supervisors referred to in Steps 1 and 2 of this article:

- Step 1. Principal or Immediate Supervisor, as appropriate.
- Step 2. Academic Superintendent, next level supervisor, or designated representative as appropriate.

Section D. Grievance Form.

The standard grievance form, attached hereto as Appendix B, shall be the approved grievance form.

Section E. Hearings.

Hearings held under this article shall be conducted at times and places which will afford a fair and reasonable opportunity for all persons, who would be entitled to attend. Such hearings will be conducted at a time that is mutually agreed upon.

Section F. Representation.

A grievant has a right to be accompanied, represented, and advised by an Association Representative, if the grievant so desires, to assist in the resolution of grievances. At Step 1, representation may be by the grievant's accredited Association Representative (AR). Beginning with Step 2 and above, such representation may be by a professional Association staff representative. In the event a grievant chooses not to be represented by the Association, the grievant shall state this in

writing at the appropriate place on the grievance form at the time the grievance is initially filed. In such case, the Board will notify the Association prior to issuing the response at Step 2 and Step 3.

Section G. Grievance Process and Steps.

All grievance processing shall be handled exclusively in the following manner:

- Step 1. Within five (5) working days after the occurrence, the grievance will be presented in writing (on the standard grievance form with all requested information provided) by the grievant to the immediate supervisor. Said supervisor shall within ten (10) working days of the receipt of the grievance, meet with the grievant and/or an Accredited Association Representative (AR), if the grievant so desires, in an effort to resolve the grievance. The supervisor will respond to the grievance in writing within ten (10) working days after the date of said grievance meeting.
- Step 2. If a satisfactory agreement is not reached at Step 1, the grievance may be presented by the grievant to the appropriate supervisor within five (5) working days from the date of response of the Step 1 supervisor. Said supervisor shall within ten (10) working days of the receipt of the grievance at Step 2 meet with the grievant and/or a professional Association staff representative, if the employee so desires, in an effort to resolve the grievance. The Step 2 supervisor shall respond to the grievant in writing within ten (10) working days after the date of the Step 2 meeting.
- Step 3. If a satisfactory settlement is not reached at Step 2, the grievance may be presented by the grievant to the Superintendent's designated representative within five (5) working days from the date of response of the Step 2 supervisor. The Superintendent's designated representative, within ten (10) working days of the receipt of the grievance in Step 3, shall meet with the grievant and/or a professional Association staff representative, if the employee so desires, in an effort to resolve the grievance. The Superintendent's designated representative shall respond to the grievance in writing within fifteen (15) working days after the Step 3 grievance meeting.

Failure of the Superintendent or his/her designated representative to respond within the time limits of Step 3 will result in the Board granting the grievance, provided the requested disposition of the grievance falls within the definition of grievable matters herein. This section does not apply to a grievance when discipline is an issue.

- Step 4. If a satisfactory settlement is not reached in Step 3, the Association may, within ten (10) working days after the response at Step 3, submit the grievance to arbitration by submitting to the Superintendent's designated representative a joint request form for a list of seven (7) arbitrators to be supplied by the Federal Mediation and Conciliation Service (FMCS). Within fifteen (15) working days of receipt of said form, the Superintendent's designated representative shall direct the request as a joint request to the FMCS. Within fifteen (15) working days of receipt of the list of arbitrators, the Association shall advise the Superintendent's designated representative that a representative of the Association is available to select an arbitrator to hear the grievance. The Parties shall select an arbitrator from the list by alternately crossing out

names until only one (1) remains. Either Party may elect to reject the first panel. It is understood that time is of the essence in regard to the selection of an arbitrator and the failure of the Association to initiate any action required by this paragraph in a timely fashion will result in the grievance being considered to have been withdrawn.

No individual employee may initiate any arbitration proceeding or move to confirm or vacate an award without the consent of the Association.

Section H. Arbitration.

The arbitrator shall be limited in making the determination as follows:

1. The arbitrator shall have no power or authority to add to, subtract from, change, modify, or alter in any way the provisions of this Agreement, or impose on any Party hereto a limitation or obligation not explicitly provided in this Agreement.
2. The decision of the arbitrator shall be advisory but will be adopted unless the Board shall determine that the decision and /or award usurps the authority and responsibility solely vested in the Board as elected officials under the Charter of the Board of Education and the laws of the State of Tennessee. Any decision or award that is set aside by the Board as outlined above shall become a matter of public record.

Section I. Arbitration Expense and Conditions.

All fees and expenses of the arbitrator shall be borne equally by the Parties. The grievant shall suffer no loss of pay or benefits which may be due for attendance at hearings conducted during normal school hours. All other expenses including salaries of any other witnesses called before the arbitrator shall be borne by the Party calling such witnesses or incurring such expenses.

Section J. Time Limits.

It is understood that time is of the essence; and the time limits provided for in this article will be strictly adhered to, subject to the following procedures:

1. Time limits provided in this article may be extended by signed mutual agreement of the Parties, not to exceed a total of sixty (60) calendar days at Step 4, which shall be in addition to those days provided for in Section G, Step 4.
2. Failure of the appropriate supervisor at step 1 or 2 of the grievance procedure to comply with the specified time limits shall permit the grievant, or Association, as appropriate, to present the grievance at the next step of the grievance procedure.
3. Any grievance which is not presented within the time limits of the grievance procedure, as provided herein, and any grievance which is not advanced from one step to the next within the time limits provided for in that step, and the failure to initiate any action in Step 4 within the time limits specified, shall result in the grievance being considered void, except as noted in Section G, Step 3.
4. For purposes of this article, a working day is defined as any day, Monday through Friday, on which bargaining unit members are regularly scheduled to work.

ARTICLE V
DEDUCTION AND REMITTANCE OF DUES

Section A. Authorization for Deduction of Dues

Deduction of dues shall be made and remitted to the Association only on the basis of voluntary individual authorization signed by the employee and forwarded to the Board. The Association shall provide the Board with a list indicating the professional employees' names, unique id numbers, and other pertinent information necessary for payroll purposes. The payroll deductions shall be prorated over twenty (20) pay periods. In order to provide for the regular payment of dues, the Association shall establish a fixed pay period amount of dues deductions, which shall be certified to the Board by the Association on or before August 1 of each year. The signed voluntary dues deduction authorizations and the list from the Association, referred to above, must be received by the Board at least ten (10) days prior to the end of a professional employee's pay period for such deduction to be deducted from any employee's paycheck for that pay period.

Section B. Changes in Dues Deductions

The Association shall notify the Board at least thirty (30) days prior to the effective date of any change in the amount of dues deductions.

Section C. Remittance of Dues.

During the term of this Agreement, dues shall be deducted from professional employees' paychecks in accordance with Sections A and B of this article and shall be transmitted to the Association, as soon as feasible, with an itemized statement showing the name of each professional employee for whom such deductions are made.

Section D. Dues, Leaves and Sufficiency of Funds.

In order for dues to be deducted, an employee's earnings must be sufficient to cover the amount of the appropriate Association dues after other legal and required deductions are made. Any employee who executes a written assignment authorizing payroll deduction prior to any authorized leave shall have his/her regular dues and two additional pay periods of dues deducted from the last paycheck received prior to the leave. The dues deduction will be resumed when the employee returns from leave. When an employee is in a non-pay status for an entire pay period or is in a non-pay status for part of a pay period and his/her earnings are not sufficient to cover the deductions, no deduction shall be made for that pay period.

Section E. Correction of Deduction Errors.

Upon presentation of proper evidence thereof, the Association agrees to refund to the Board or the employee, whichever is applicable, any amount paid to the Association in error because of the dues deduction provisions.

Section F. Revocation of Dues Deductions.

Authorizations shall be continuing except that during the period April 1 through April 30 of any year a member may revoke such authorization by providing written notice during said period to the Association and the Payroll Section of the Board of the member's desire to terminate the dues deduction. Such revocation shall be effective July 1 of the year of the revocation.

Section G. Payroll Deduction for Insurance.

Payroll deduction shall be provided for voluntary purchase of Association sponsored and Board approved insurance.

ARTICLE VI

LABOR MANAGEMENT COMMITTEE (EDUCATION SUPPORT PROFESSIONALS (ESP) COMMITTEE)

The Parties agree to establish a committee composed of three (3) persons appointed by the Board and three (3) persons appointed by the Association or more by mutual agreement. This committee shall be called the Labor Management Committee and shall meet by mutual agreement to discuss overall relations between the Parties, exchange information, receive suggestions, consider problems, offer solutions and discuss improvements in situations impacting the employees listed in Article II, Recognition.

ARTICLE VII

EVALUATION AND PROFESSIONAL DEVELOPMENT

Section A. Evaluation.

Evaluation of employees is the systematic procedure described in the Board document entitled Employee Performance Evaluation System. These evaluation procedures are designed to measure job performance as outlined in the employees' job descriptions, improve instruction, to facilitate communication between the employee and his/her immediate supervisor, and to promote high standards of excellence that uphold the mission of the Memphis City Schools.

Section B. Evaluation Process.

1. All employees shall be informed of their evaluator(s), the general criteria and key responsibilities, the administrative procedures, and the instrument(s) concerning evaluation, which will also be available on the Board's website.
2. Any written evaluation will be confidential and will be reviewed in private by the evaluator and the employee.
3. The primary evaluator may designate the direct supervisor to assist in the evaluation process.
4. If the employee disagrees with the evaluation, the employee may submit a written statement, which should be attached to all file copies.
5. The employee and the evaluator(s) shall sign the evaluation form. The signature of the employee does not indicate approval of the evaluation but only that the employee has reviewed and received a copy of the evaluation.

Section E. Notification of Evaluation.

Employees will be notified at least two working days in advance of their evaluation conference. Once notified the employee may be evaluated at any time after the two working days.

ARTICLE VIII
PERSONNEL FILES

No materials placed in the employee's personnel folder (which is defined as the employee's record maintained in the Human Resources Division), including evaluations of the employee, shall be used to discipline the employee unless a copy is offered to the employee. Employees may from time to time review material compiled in their folder, except pre-employment data, provided they schedule an appointment with the Human Resources Division in advance.

ARTICLE IX
NON-DISCRIMINATION

The Parties agree that there shall be no discrimination against any employee because of race, creed, color, political affiliation, religion, national origin, sex, age, disability or marital status or because of membership or non-membership or participation or non-participation in Association activities. There shall be no retaliation for participation in the grievance procedure.

ARTICLE X
DUE PROCESS AND DISCIPLINARY PROCEDURES

Section 1. Progressive Discipline for Just Cause.

Disciplinary action or measures for just cause shall involve only the following progressive measures, except violations of major infractions where progressive steps may or may not be followed:

- a. Documented Oral Reprimand
- b. Written Reprimand
- c. Suspension
- d. Discharge

Section 2. Type of Discipline.

In selecting the type of discipline to be administered to an employee as described in Section 1 of this Article, the employee's employment record and the seriousness of the offense will be considered. Disciplinary action shall be conducted confidentially by the Principal or division/department supervisor.

Section 3. Right to Representation.

An employee who is disciplined by any measure mentioned above shall have a right to be represented by his/her Association Representative at any step of progressive discipline. However if no Association Representative is reasonably available then the disciplinary action shall occur without the Association Representative present.

Section 4. Notification of Suspension or Discharge.

A regular employee shall be notified in writing of any suspension or discharge. Such notice shall set forth the reason for the disciplinary action. A copy of such notice shall be sent to the Association unless the employee involved specifically directs that no notice be sent.

Section 5. Suspensions.

Suspensions are used at the discretion of the Board. The duration of suspensions with or without pay pending investigation by the Board, shall be determined by the Board.

Section 6. Length of Use of Actions.

Any employee who does not receive disciplinary action for a period of four (4) years may request in writing a review of their personnel file by the Division of Labor and Employee Relations for consideration of removal of disciplinary items.

Section 7. Grievances for Suspensions or Discharge.

Any regular employee who feels he/she has been unjustly dealt with in disciplinary matters shall have the right to grieve such matters. Grievances involving suspensions or discharge shall start with Step 3 of the grievance procedure when filed in writing within five (5) days of the notice of the suspension or discharge.

ARTICLE XI
SENIORITY

Section A. Definition of Seniority.

Seniority shall be defined as the actual length of an employee's continuous and regular service within the bargaining unit from his/her date of hire.

Section B.

1. A "regular employee" is defined as one who has been regularly and continuously employed with the Board and who has completed his/her probationary period.
2. A "probationary employee" is defined as one who has not completed his/her first six (6) months of continuous service with the Board. On the six (6) month anniversary of employment, such employee shall cease to be "probationary", and shall be entered on the seniority list, and shall rank in seniority from the date of employment with the Board. During the probationary period, termination of employment shall not be subject to the grievance procedure. Upon written request from the Board, the six (6) month probationary period may be extended an additional thirty (30) days.

Section C. Surplus.

- 1 In the event of surplus caused by the following: Closing and or the consolidation of school programs; drop in enrollment/population; "Fresh Start"; lack of funding; or reconfiguration the Board will surplus members of the bargaining unit. In those instances where the surplus may not affect all employees, the Board will declare eligible for layoff, the employee(s), within the job classification and term of employment, and location requiring the surplus with the least amount of seniority, all qualifications and abilities being equal. Part-time and temporary employees at the location in the job classification to be affected by the surplus shall be surplused before the surplus of regular employees. In the event of surplus at a location the principal/administrator shall notify employees that volunteers will be considered; and may consider volunteers when feasible and practical, if in the best interest of the school system, said volunteers may be surplused. Such volunteers shall submit their

requests in writing.

2. Once the Board has decided to surplus an employee(s), the employee(s) shall be informed by the Board of the pending surplus.

Section D. Lay-Off/Recall.

1. In the event of layoff, the Board will declare eligible for layoff employee(s), with in the job classification and term of employment, and location requiring the layoff. The Board will layoff employees, giving due consideration to seniority, ability, experience, and qualifications. Ability, experience and qualifications being sufficient and equal, seniority shall prevail. The Board shall be deemed to have fulfilled its obligation to notify employees eligible to return to work by addressing notices, registered or certified mail, to employees at their latest addresses as shown by its records.
2. An employee to be laid off under subsection (D. 1.) of this section may exercise seniority to displace the employee with the least amount of seniority within his/her job classification and term of employment at the location requiring the layoff. If the employee chooses not to exercise seniority the employee will be laid off. Further reductions will be made by laying off the least senior employee in the affected classification and location.
3. In the event of recall, employees shall be recalled in inverse order of layoff, within the classification and term of employment. If an employee is recalled and offered a position within their job classification and refuses the position, they shall lose all seniority/recall rights. No new employee shall be hired within a classification if there are employees subject to recall in the same classification.
4. Employees who are laid off shall immediately notify the Board in writing of any address changes. An employee being recalled from layoff will be notified by certified or registered mail to the employee's current address on file with the Board. It shall be the employee's responsibility to supply the Board with his/her current address.
5. The yearly term of employment of an employee, whether 9, 10, 12 months, etc., is a condition of employment and the yearly ending and beginning of such employment shall not be regarded as layoffs or recalls. It is further understood that yearly term of employment throughout this agreement refers only to the number of months within the calendar year that an employee is scheduled to work.
6. For purposes of recall, where a vacancy exists in a classification in the bargaining unit and no employees in the same classification are on layoff, employees on layoff in other classifications in the bargaining unit who are qualified and capable of performing the work of the vacancy will be given preference before a new employee may be hired to fill the vacancy. If an employee is recalled and offered the position outside his/her classification, and decides not to accept the position, he/she will remain on recall list for six (6) months, and shall be notified of the next vacancy for which he/she is qualified.

Section E. Posting Seniority List.

The Board shall provide a listing of employees in order of their seniority and shall update the list every year. A copy of such listing shall be sent to the Association once a year. The validity of the seniority list shall become final and no longer subject to grievance upon the thirty-first (31st) day of posting. The seniority listing may be transmitted electronically.

Section F. Loss of Seniority

An employee shall lose seniority and be terminated if and when the employee:

- a. Voluntarily quits.
- b. Is discharged for just cause.
- c. Retires.
- d. Is laid off for a period in excess of six (6) consecutive months.
- e. Is absent from work 3 or more consecutive days without notifying the immediate supervisor.
- f. Fails to return from layoff.
- g. Engages in gainful employment while on leave of absence without written permission from the Board.
- h. Failure to return from leave of absence.

Section G. Annexation and Seniority

1. With respect to any annexation which occurs during the term of this Agreement, all employees of the Shelby County Board of Education at the time of annexation who are employed by the Memphis City Board of Education with job classifications covered in this Agreement at the time that it assumes control of the annexed schools shall be granted seniority from the date of their most recent employment by the Shelby County Board of Education, provided, however, that each such former employee of the Shelby County Board of Education who is employed by the Memphis City Board of Education shall be subject to all the provisions in this Agreement.
2. For purposes of determining the most recent date of employment by the County Board of Education, the information furnished by the County Board of Education at the time of annexation shall be used.

ARTICLE XII

VACANCIES

The Board will attempt to recruit and retain qualified applicants from within this bargaining unit. Periodically, the Board will post a notice of the Board's intent to create a pool of qualified candidates for future vacancies within the Memphis City Schools. The pool will be redefined to meet the goals and needs of the Board in order to recruit, and transfer request from within. All employees of this bargaining unit are encouraged to apply when applicable.

Subsequently, notices of bargaining unit vacancies shall be posted by the Human Resources Division on the Memphis City Schools website for at least five (5) working days. During which time employees may apply electronically to fill the vacancy. The Board shall fill the vacancies by selecting from among the applicants who are qualified and capable of performing the job, with seniority being a factor. Nothing contained herein shall prohibit the Board from hiring any qualified

applicant for such vacancy from any source. Any source includes and is not limited to: layoff/recall list, various Memphis City Schools employees. Notwithstanding the above, anything herein shall not require the Board to fill a job vacancy if no qualified applicants are available.

Employees who receive a transfer within the same classification and same number of hours and months worked shall not be eligible for another transfer to the same classification and same number of hours worked for twelve (12) months from the date of the transfer.

Section B. Administrative Transfers.

The Superintendent or the Superintendents designee shall have the right and the discretion to make administrative transfers and assignments in accordance with Tennessee law, and said transfers and assignments shall take precedence over all other transfers and assignments. Employees may petition through the Association to the Human Resources Division to be considered for an administrative transfer.

Section C. General.

1. The principal/administrator may exercise his/her authority to make reassignments of employees by classroom or assignment.
2. Temporary, summer school, evening school, and special projects will be filled at the Boards discretion.

ARTICLE XIII

HOURS OF WORK

Section A. HOURS OF WORK AND PREMIUM PAY.

Section 1. The normal work week shall be five (5) consecutive work days, Monday through Friday, and two (2) consecutive off days, Saturday and Sunday.

- a. Upon any change in work rules related to regular starting and quitting times (other than temporary changes necessitated by special circumstances) affecting employees of a job classification in the bargaining unit, the Board will notify the Association of the change, prior to the effective date of such change. Employees shall be notified in advance of such changes.
- b. All work performed in excess of forty (40) hours in any one (1) work week shall be paid for at one and one-half (1-1/2) times the straight time rate.
- c. All work performed on the sixth (6th) day, Saturday, of the employee's work week shall be paid for at one and one-half (1 1/2) times the straight time rate, provided the employee has completed a forty (40) hour work week.
- d. All work performed on the seventh (7th) day, Sunday, of the employee's work week shall be paid at double time the straight time rate, provided the employee has completed a forty (40) hour work week.

Section 2. There shall be no duplicating or pyramiding of overtime or premium pay whatsoever.

Section 3. Employees covered by this Agreement shall be allowed sufficient time to eat their meals. Not less than thirty (30) minutes shall be allowed for this purpose. The times when such meal period will be taken shall be determined by the Board commensurate with the operation of the specific work location. Employees who work six (6) hours or more per day may receive two (2) ten-minute breaks. Lunch breaks and rest breaks shall be scheduled by the supervisor.

Section 4. It is recognized that the operations of the various locations of the divisions in the bargaining unit may require the performance of work in excess of an employee's normal schedule of work hours and work days in order to meet the varying requirements of the locations. Accordingly, employees at the affected location shall work reasonable time other than that provided for in their normal work schedule when scheduled to do so by the Board.

Section 5. Employees covered by this Agreement who are required to work in a temporary assignment outside of their classification will be paid at the higher rate of pay provided they meet the minimum qualifications for the position and there is no negative impact to the learning environment.

Section B. School Closing.

If schools are closed due to inclement weather or other emergencies the Board will make the election of whether such days will be made up by the scheduling of later school days or other remedies. The employees will also be able to work the make-up days at their normal rate of pay if so determined by the Board. The Board will notify the Association of the revised school calendar. The absence of employees due to inclement weather or any other emergency beyond the control of the employee will be treated as any other absence.

ARTICLE XIV

SCHOOL DAY

Employees are expected to be at their schools or at their locations in order to fulfill their responsibilities. Specific times and signing-in requirements may be established by the Board. All hours worked will be paid.

ARTICLE XV

LEAVES OF ABSENCE

The Association recognizes on behalf of the bargaining unit employees that regular attendance is necessary and required for the orderly and efficient operation of the Board. Based on this recognition, the following leaves of absence may be granted:

Section 1. Upon prior request, leaves of absence not to exceed one (1) year unless otherwise indicated below, may be granted by the Board to regular employees with or without pay and without loss of seniority as provided below:

- a. Employees who are members of the National Guard or any reserve component of the armed

forces of the United States shall be granted a leave of absence with regular pay for a period not to exceed a total of fifteen (15) calendar days. Military leave shall be considered as continuous service, up to a maximum of five (5) years, for the purpose of salary increments, retirement, and seniority. Upon discharge and presentation of an honorable or a medical discharge, the employee shall be afforded all rights and privileges of employment as provided under the Uniform Services Employment and Reemployment Rights Act of 1994.

Any employee, who enlists, is drafted, or inducted into the armed forces for active duty shall be granted a military leave of absence without pay. Leave is limited to the required period of service of the first voluntary period.

- b. At the request of the Association, any employee who enters the full-time service of the Association, provided that there shall be no more than one (1) employee from any one location nor more than a total of three (3) such employees on leave at one time, and further provided that at least thirty (30) days notice is given and such leave will not unduly interfere with the Board's operation. Seniority shall not accrue while an employee is on leave of absence for full time service with the Association.
- c. Employees who are ill or disabled, provided that the Board may require from time to time, either before or after resumption of work, a written certificate by a licensed medical doctor stating that the employee is unable or able to work, as the case may be; provided further that the Board may require such certificate from a doctor of its own choosing, in which event the expense of such examination would be paid by the Board.
- d. Employees who wish to further their education on a full-time basis at a post secondary institution.

Section 2. Association Meetings and Conference Time. Employees elected as delegates to the National Convention of the Association and conventions of affiliates of the Association and conventions shall be granted leaves of absence without pay provided that the number of employees granted leave at one time shall not exceed two (2) from any one location nor a total of ten (10). Application for leave of absence must be made not less than thirty (30) days before such leave is to begin. Leaves in this section must be approved by the Division of Labor & Employee Relations.

Section 3. FMLA – The Family Medical Leave Act of 1993 provides up to twelve (12) work weeks of paid or unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked at least twelve (12) continuous months of service with the Memphis City Schools and have worked at least 1,250 hours over the previous twelve (12) months. The Board will grant up to twelve (12) weeks unpaid Family and Medical Leave (FMLA) during a rolling twelve (12) month period for one or more of the following reasons: birth of a son or daughter, and to care for a newborn child; for placement with the employee of a child for adoption or foster care, and to care for the newly placed child; to care for an immediate family member (spouse, child, or parent – but not a parent “in law”) with a serious health condition; and when the employee is unable to work because of a serious health condition.

At the discretion of the Board, certain kinds of “paid” leave may be substituted for unpaid leave.

Section 4. Parenting Leave. Full time regular employees, who have not worked with Memphis City Schools for twelve months and/or have not worked 1,250 hours within the previous twelve months, or who have exhausted their Family Medical Leave eligibility except where governed by a collective bargaining agreement. This section is not covered under Family Medical Leave Act (FMLA); therefore the employee's position is not job protected. For employees who are FMLA eligible, this article runs concurrent with FMLA. The Board of Education may grant parenting leave to employees without pay for a period up to six months not to exceed one (1) year. A pregnant employee may continue to work as long as the employee's health is not endangered and does not prevent the employee from adequately performing her assigned duties. All decisions related to health shall be based on the advice and consent of the employee's physician. If job performance indicates that it is inadvisable for the employee to continue in service, the appropriate manager, following counseling, shall recommend to the employee that she request maternity leave. Should the recommendation not be accepted by the employee, the appropriate manager may recommend to the Division of Human Resources that the employee be placed on leave, without prejudice, as soon as these conditions are substantiated.

An employee, on parenting leave, who does not intend to return to the position from which he/she is on leave, shall notify the Division of Human Resources in writing thirty (30) calendar days prior to the expected date of return.

The employee requesting parenting leave must complete and submit a Leave of Absence Request form to the Division of Human Resources at least thirty (30) days prior to the requested date of the leave or the expected date of confinement. A medical statement form provided by the Division of Human Resources, must be completed by the attending physician of the birth mother and accompany the request for maternity leave. The thirty (30) day notice may be waived or reduced by the Board based upon receipt of a statement from a certified physician.

The parenting leave may be extended to a later specified date upon written request from the employee to the Division of Human Resources, at least thirty (30) days prior to the expiration of parenting leave. The procedure for extending a parenting leave and the conditions under which a leave may be extended are the same as those used when originally requesting and granting the leave.

For reinstatement from maternity leave, the employee shall submit to the Division of Human Resources, a doctor's statement confirming her physical fitness to return to duty. For reinstatement from a paternity leave, the employee must submit a copy of the birth certificate (mother's copy is acceptable) or proof of birth.

An employee requesting leave for the adoption or foster care placement of a child shall submit a leave of absence request to the Division of Human Resources, as soon as the employee is notified of the date to receive the child. The effective date of the leave shall be at such time as the adoption procedure may require. Proof of the adoption or foster care placement must accompany the Leave of Absence Request.

It is the employee's responsibility to notify the insurance office in the Division of Employee Benefits if he/she wishes to continue insurance during the leave of absence.

Section 5. Outside Employment. An employee who has been granted a leave of absence shall be considered as having quit without notice and shall be terminated from employment by the Board if while on such leave of absence he engages in or applies for employment other than as provided in this Article without the consent of the Board.

Section 6. Family Illness. Leave of absence may be granted for illness in the immediate family. Immediate family is defined as spouse, father, mother, mother-in-law, father-in-law, sister, brother, child, grandmother, grandfather, and grandchild.

Section 7. Personal Leave Non Medical. When the staffing requirements of the Board permit, any regular employee may be granted a leave of absence without pay for a period up to sixty (60) days for personal (non-medical) reasons. All requests for leaves exceeding ten (10) days shall be submitted to the Division of Human Resources on the eleventh day. Each request for leave of absence will be considered on the basis of its merit. This section only applies to employees who have completed three years of service with the Board.

Section 8. Leave under this Article shall be given for definite stipulated periods. If, on the day following expiration of leave, the employee does not return to his position, the employees shall be considered to have resigned from his position, unless there are overriding situations.

With respect to authorized leaves of absence under this Article not exceeding twelve (12) months or having been extended in accordance with Section 1, at the expiration of the leave the employee reporting for duty shall be returned to the position filled by him/her when such leave was granted, unless the job was abolished or consolidated, in which event he will be given employment in a comparable position if available.

Section 9. Any request for emergency leave shall be answered with in a reasonable time frame. All other requests shall be answered within a reasonable amount of time.

Section 10. Jury Duty. Employees on both the day shift and night shift shall be granted a leave of absence whenever the employee is required to report to qualify or serve on jury duty with pay for the time the employee serves as a juror upon presentation of a written verification of attendance for qualifying and attendance on jury duty.

Section 11. Bereavement. Regular employees shall be paid for scheduled days off from work up to a maximum of three days necessitated by the death of a member of the employee's immediate family. The immediate family includes spouse, father, mother, mother-in-law, father-in-law, sister, brother, child, grandmother, grandfather and grandchild. Funeral leave is not to be abused. Proof of death and residence may be required. It is understood that bereavement leave is deducted from accrued sick leave.

Section 12. Sick Leave. Regular employees who are on the active payroll and who are absent during their regular work week because they have become disabled to the extent that they are unable to work because of sickness or accident shall be subject to satisfactory proof thereof, including at the Board's request certificate(s) as provided in Section 1 (c) of this Article, be paid for such absence for

the hours normally worked by the employee at straight time rate. Normally the above certificate will only be required for absences of three (3) or more consecutive work days except where employee absences have been either excessive or there is reason to believe that sick leave is being abused. This pay will begin the first (1st) day of absence in accordance with the following schedule:

- a. Regular employees shall accumulate sick leave at the rate of one (1) day per month of active duty. There shall be no limit with respect to the number of days employees may accumulate for sick leave purposes. The word "day" shall mean working day according to the employee's scheduled number of hours. Any accumulated sick leave that is presently credited to any employee shall continue to be credited to such employee.
- b. Any sick leave, which is used, shall be charged to the total amount accumulated prior to such leave.
- c. In computing days of absence, only workdays will be utilized.
- d. Payment for such sick leave shall be made with the payroll normally paid for the period of such absence, if possible, but in no event later than the second payroll period.
- e. Any employee who goes on parenting leave shall be allowed to use all or a portion of her accumulated sick leave, as appropriate, for the period of time that she is physically disabled and unable to perform her duties for maternity leave purposes for a period not to exceed the employee's accumulated sick leave balance.
- f. Leave under this section shall not be used for any purpose other than as provided in this section.
- g. Any employee in the bargaining unit who is a participating member in the Tennessee Consolidated Retirement System as specified in Article XIX, Retirement, and who has unused accumulated sick leave at the date of his retirement shall receive one (1) month's retirement credit for each twenty (20) days of unused leave, or any time less than twenty (20) days, a fractional part thereof.

Section 13. Regular employees may continue to maintain the Major Group Insurance coverage while on approved leave without pay provided the employee pays the full premium on a schedule provided by the Board. After 12 weeks the insurance premium will be charged at a higher rate.

Section 14. Government Service Leave – Leaves of absence may be granted without pay for the following specific purposes as provided below. All rights and privileges of this section are contingent upon the employee's return to the system upon expiration of the leave:

1. Campaigning for Elective Public Office.

A candidate for elective public office may be granted a leave of absence for campaigning. Such leave shall not exceed two (2) months except that such additional time may be allowed in the event of a run-off.

2. Elected State Legislator/Elected City Council/*County Commission*/Part-Time Position.

For holding a position as State Legislator, City Council member, County Commissioner, or any other elective or appointive part time public office a leave of absence will be granted. Daily deductions while serving in the elective or appointive position will be at the rate of substitute's pay. In cases of job classification with no set substitute salary schedule, an amount per diem will be determined with the approval of the Superintendent or designee.

3. Noncompensatory Appointive Public Board

Leave may be granted for service on a Tennessee noncompensatory appointive public board. Absence with no deduction is subject to the approval of the Superintendent.

For purposes of this article, part 3 will be applicable only when service is on boards within the state of Tennessee or involves local or Tennessee representation on regional or national boards.

During such leaves and/or absences approved under this article, employees will be eligible for all applicable benefits within the jurisdiction of the Board.

In connection with campaigning as a candidate for or holding a public office, it shall be contrary to policy for school system facilities, equipment, or supplies to be used at any time; for there to be any involvement of system personnel during the work day; or for there to be an encroachment on the time of the work day.

Section 15. All employees on an approved leave of absence must clear through the Division of Human Resources prior to returning to work.

ARTICLE XVI

SCHOOL CLIMATE

Section A. Good Discipline Is Needed for Safe Schools.

The Parties recognize that good discipline is needed for safe schools so students may develop self-control and self-discipline. Both Parties further agree that the maintenance of discipline is necessary for an effective educational program and to support student achievement.

Section B. Employee Referrals of Students Requiring Discipline.

An employee may refer a student requiring discipline to a teacher or immediate supervisor, or under circumstances where the teacher or supervisor is not available, directly to the school office for disciplinary reasons.

Section D. Principals' Responsibilities for Conduct.

This article shall in no way diminish the responsibility of the principal as chief administrative officer of the school over conduct within the school.

ARTICLE XVII
HEALTH AND SAFETY

The Board agrees to maintain safe and sanitary conditions in accordance with federal, state, and local laws and regulations in all work areas.

ARTICLE XVIII
ACCIDENTS ON THE JOB

Section 1. The Board agrees to provide the following benefits for any regular permanent employee who is disabled as the direct result of an accident, which is suffered in the course of the employee's performing the duties of his employment with the Board:

- a. During the first two months of disability, the employee shall receive 100% of his/her straight time pay for his/her normal weekly hours. After the second consecutive month of disability, the employee shall be entitled to the appropriate regular sick leave for those days normally scheduled to work.
- b. In the event an employee is disabled as a result of a physical attack upon the employee while in the line of duty on school premises, the employee shall be entitled to 100% of their straight time pay for a period up to six (6) consecutive calendar months. After six (6) consecutive months, the employee shall receive 50% of his normal straight time rate for the remaining period of disability up to one (1) year. No compensation shall exceed one (1) year. After the tenth (10) day of continuous absence a leave of absence must be filed in the Division of Human Resources.
- c. During the above referenced period(s) of disability, no charge shall be made against an employee's accrued sick leave or vacation. Further, coverage under Article XXI, Insurance, shall be continued. Further, the accrual of seniority, vacation, and sick leave shall continue. Further, holidays shall be paid at a rate equivalent to the disability rate of pay then existing.

Section 2. "Disability" as used herein shall mean the total inability of the employee to carry out his duties. The Board may require such proof of disability, as it shall deem proper, including a medical examination by a physician who may be selected by the Board. The findings of the Board's administrative committee as to the relation of an injury to the employee's duties and as to the period and extent of an employee's disability shall be final, assignment of other duties in lieu of receiving disability pay and shall not be subject to grievance. The employee and a Association staff representative may request to appear before the Board administrative committee if the Board's administrative committee has a question concerning the claim, provided however that the employee must appear at a time assigned regardless of the availability of a Association staff representative, and provided further that a Association staff representative attending such meetings shall not interfere with the conduct of the meeting unless invited to do so by the Board's administrative committee.

Section 3. In order to qualify for benefits under this Article, an employee must give notice of the accident to his immediate supervisor immediately after the accident occurs but no later than the end

of the work shift during which the accident occurred unless the employee is prevented by disability from the accident from giving such notice. The Board agrees that if and when an employee is injured on the job and the employee believes he/she requires emergency medical treatment, he/she should be taken to a facility for such treatment. When an employee is incapacitated to the extent that he/she is unable to make such a decision, the Board will make the decision.

Section 4. In the event of legislation requiring the Board to adopt a particular system of Workmen's Compensation, such system shall be substituted for the provisions of this Article.

Section 5. The Board of Education will pay for necessary and reasonable medical expenses for on-the-job injury sustained by any employee who either is currently covered by one of the Board's group insurance plans or is in the probationary period prior to becoming eligible for one of said plans provided such injury has resulted from causes other than personal or professional negligence. Total payments by the Board for said medical expenses incurred following date of injury and not reimbursable through any personal or group insurance coverage the employee shall not exceed \$5,000.00 during such period of time as is deemed necessary, but in no event shall the period of time exceed one year from the date of accident. In computing hospital room costs, the allowance shall not exceed the semi-private rate unless the physician orders a private room. In case of said injury, the Board reserves the right to have the employee examined by a physician designated by the Board at such time or times as it may determine in its discretion to assist in ascertaining the nature and extent of disability attributed to the injury.

A Board of Appeal established for the decision of cases coming under this section will determine all questions of fact and interpretation arising under the section. The employee will be entitled to appear before such Board of Appeal if the Board of Review has a question concerning the claim.

Section 6. The Board will reimburse an employee for cost of repairs or replacement of personal property damaged or destroyed in line of duty as a result of malicious acts and without the fault of the employee, provided, in the case of a vehicle, such vehicle is being used on authorized school system business or is parked or driven on or adjacent to school system premises or at the site of authorized school system activities and provided the following stipulations are applicable:

- a. No reimbursement will be made for loss through theft of personal property nor a vehicle or for damage resulting from collision of a vehicle, except that consideration will be given to claims resulting from theft of such parts of a vehicle as are essential to the functioning of said vehicle.
- b. No payment shall be made for any claim of less than \$10 and a maximum payment for any one loss will not exceed \$200, except in the case of a vehicle, where maximum payment will not exceed \$300.
- c. Depreciation will be prorated on all claims.
- d. In order to qualify for reimbursement under this section, notice must be given to the employee's immediate supervisor on the day of the occurrence. The employee must present a written statement to the Board within ten (10) calendar days of the occurrence stating the

circumstances of loss and the repair or replacement cost.

A Board of Appeal established for the decision of cases coming under this section shall determine all questions of fact arising under this section, and the said Board findings both as to issues of fact and as to interpretation of this section shall be final.

Section 7. The decisions of the Board referred to in this Article shall be final and shall not be subject to the grievance procedure.

ARTICLE XIX

RETIREMENT

All employees hired during the life of this Agreement shall be enrolled in the Tennessee Consolidated Retirement System. All employees enrolled in the Tennessee Consolidated Retirement System shall be subject to the terms and conditions as specified by the applicable system. Controversies under either retirement system which arise from matters that are the responsibility of the Tennessee Consolidated Retirement System shall be resolved according to the terms and conditions as specified by the Tennessee Consolidated Retirement System. Responsibilities of the Board are to be limited to notification, enrollment procedures, and transmittal of retirement contributions.

ARTICLE XX

WORK STOPPAGE

There shall be no slowdown, work by rule, work actions, strike, picketing, boycott, or other stoppage of, suspension of, or interference with the Board's work or business. The Board agrees that it will not cause or engage in any lockout for the duration of this Agreement.

ARTICLE XXI

INSURANCE

The District agrees to offer group health and life insurance benefits to benefits eligible employees. Employee shall receive benefits as provided by the Board of Education of the Memphis City Schools Group Insurance Plan. Said benefits will be subject to all terms and conditions of the Plan and the Board Group Insurance Policy. No matter respecting the insurance program or any difference arising there under shall be subject to the grievance procedure.

ELIGIBILITY, ENROLLMENT, AND DEDUCTIONS:

1. Eligibility. All full-time active employees who work a minimum of twenty-five (25), regularly scheduled, hours per week.
2. Enrollment. The employee shall have the option of enrolling in the group health and life insurance plans. Employees who become insurance eligible must enroll within the first 30 calendar days of becoming eligible. Enrollment forms must be received by the Employee Benefits Office before coverage is effective. Coverage becomes

effective the first day of the month following 30 days of active employment. Employees must be actively at work on the effective date of coverage.

3. Insurance Deduction. Premiums deducted from the employee's check to pay for health and life insurance coverage are automatically taken on a before-tax basis, unless the employee has indicated to the contrary in writing to the Employee Benefit Office. The premiums paid by the employee are not subject to federal, state, and Social Security (FICA) taxes. The before-tax deductions are subjects to the requirements of Section 125 of the internal Revenue Code as amended from time to time.
4. Contribution. During the terms of this Agreement, benefit eligible employees shall pay the same contribution rates as offered to all other Board of Education benefit eligible employees.

ARTICLE XXII

WAGES (SALARIES)

Effective July 1, 2006 salaries to be paid by the Board for work performed by the employees in the bargaining unit shall be those listed in, and shall be paid in accordance with, the procedures set out in Exhibit A attached hereto and made a part thereof.

ARTICLE XXIII

SAVINGS CLAUSE

If any article, section or portion of this Agreement be held unlawful and unenforceable by any court or competent and final jurisdiction, such decision of the court shall apply only to the specific article, section, or portion involved and shall not invalidate the remaining portions of this Agreement. The Parties agree that any article, section, or portion so set aside shall be the subject of negotiations with the intention of agreeing on substitute language. Such negotiations shall be strictly limited to the article, section, or portion held unlawful and unenforceable and shall be initiated on the request of either Party.

**ARTICLE XXIV
HOLIDAYS WITH PAY**

Section 1. The following paid holidays shall be observed for all regular employees:

**Employees on 12 Month
Employment Basis**

New Year's Day
Dr. Martin Luther King's Birthday
Spring Break (2 days)
Memorial Day
July 4th
Labor Day
Thanksgiving
Day after Thanksgiving
Day before Christmas
Christmas Day
Day after Christmas
Second Day after Christmas
Third Day after Christmas
New Year's Eve Day

**Employees on Less than 12
Month Employment Basis**

New Year's Day
Dr. Martin Luther King's Birthday
Spring Break (2 days)
Memorial Day
Labor Day
Thanksgiving
Day after Thanksgiving
Day before Christmas
Christmas Day
Day after Christmas
Second Day after Christmas
Third Day after Christmas
New Year's Eve Day

Section 2. Straight time pay for the employee's normal daily hours for the above-named holidays, called "holiday pay", shall be paid to regular employees when said holidays are not worked and one and one-half (1 1/2) times the straight time rate shall be paid to all regular employees for all work performed on the above holidays in addition to the holiday pay, provided that:

- a. The employee works his/her full shift on his/her scheduled work both immediately preceding and following the holiday and on the holiday when scheduled to work except when prevented by sickness, death in family or other good cause subject to proof thereof.
- b. If the employee is on vacation and a holiday occurs during such vacation, his period of vacation with pay shall be extended one day.
- c. Whenever any of the above holidays falls on either Saturday or Sunday, either the preceding Friday or the following Monday shall be observed as the holiday. Employees will be notified as far in advance as possible of the day to be observed as the holiday.

ARTICLE XXV
VACATIONS

Section 1. Full time regular employees after the completion of six (6) months (13 full biweekly pay periods), shall be entitled to the following accrual of vacation:

<u>Service Time</u>	<u>Vacation Time Accrued</u> <u>Per Pay Period</u>
At least six (6) months but less than three (3) years	.46
Three (3) years to ten (10) years	.54
Ten (10) years to fifteen (15) years	.65
Fifteen (15) years to twenty-five (25) years	.77
Twenty-five (25) years and over	.96

Section 2. Creditable service for purposes of eligibility for vacation is computed on the basis of total length of full time regular employment with Memphis City Schools. Vacation accrues while an employee is in a paid status, but does not accrue while an employee is in an unpaid status. Vacation pay will be the employee's straight time rate of pay at the time vacation is taken.

Section 3. Accumulation.

- (a) Hourly employees on less than a twenty-four (24) biweekly pay periods shall be paid at the end of their scheduled work year for accumulated vacation.
- (b) All full-time regular employees (salaried and hourly) may accumulate unused vacation days to a maximum of thirty five (35) days. All other unused vacation shall be forfeited.

Section 4. VACATION SCHEDULING.

- (a) Vacation may be taken at any time following accrual. Vacation schedules are subject to the approval of the employee's immediate supervisor, and should be planned in such a way that division's/department's operational procedures will continue satisfactorily.
- (b) Employees assigned to schools will take earned vacation between the closing of one school year and the opening of the next and at such times when students and teachers are not scheduled to be in school. A request for vacation days to be taken at other times may be made of the appropriate senior manager.
- (c) Vacation schedules will not be modified to accommodate illness or sick leave during the scheduled vacation.

Section 5. Retirement. Full-time regular employees who have accrued vacation due at the time of retirement shall receive payment at the appropriate salary rate for a maximum of thirty-five (35) days, provided the employee gives a thirty (30) day notice, unless waived by the Superintendent

Section 6. Employees who have earned and qualified for vacation who voluntarily quit, retire, are laid off or discharged shall be entitled to pay for unused vacation.

ARTICLE XXVI
DEATH OF AN EMPLOYEE

In the event of the death of an employee while in active service or paid leave in the bargaining unit, any earned and unused vacation or earned wages due to the employee shall be paid to the employee's estate or next of kin.

ARTICLE XXVII
ASSOCIATION REPRESENTATIVES

Section A. Association Representation.

The Board recognizes and will work with the accredited Association Representatives (ARs), president, and professional Association staff as provided by this Agreement. The Association shall be accorded accredited Association Representatives as follows:

There shall be one (1) Chief Association Representative and one (1) Assistant Chief Association Representative. There shall be no more than twenty-five (25) Association Representatives and five (5) alternates divided up by zones. Employees now covered by this Agreement shall not have their right to Association representation reduced or removed as a result of any reorganization instituted by the Board. Where such Association Representatives have been designated and certified by the Association, the Board agrees to deal with such agents and representatives of the Association as more specifically provided for in this Agreement. Association Representatives shall handle and settle grievances at their respective steps.

Section B. Accredited Association Representatives.

The Board and the Association will encourage accredited Association Representatives to be involved in problem-solving and to improve the educational climate and in supporting the mission of the Memphis City Schools.

Section C. AR List.

A written list of the accredited Association Representatives (AR) and their locations, Association officers and professional staff and their positions shall be furnished to the Board following their designation. The Association shall notify the Board of changes in this list.

Section D. Association Access to Facilities.

1. Designated professional Association staff representatives, upon request by the Association, shall be admitted to the buildings and grounds of the Board for the purpose of assisting in the adjusting of grievances in accordance with the provisions of Article 3, Grievance Procedure, at Steps 2, 3, and 4, provided any such designated professional Association staff representative first reports the nature, location, and time of such visit to the Superintendent's designated representative, who may designate a representative of the Board to accompany the designated professional Association staff representative to assist in the adjustment of the grievance. Upon arrival at the location, the designated professional Association staff representative shall contact the school principal, appropriate supervisor, or designated representative.

2. Association officers and designated professional Association staff representatives, upon request by the Association, shall be admitted to the grounds and buildings of the Board for the purpose of conducting legitimate Association business, excluding investigating or handling of grievances or complaints, provided such representatives first arrange such visit one day in advance with the principal or the principal's designated representative, or less by mutual agreement.
3. Visits by Association officers and/or professional Association staff representatives shall not be at such times or in such a manner as to interfere with the normal work of the employees or operations of the location being visited, as determined by the Board. The rights of access contained in this section shall not be abused.

Section E. Provision of Information.

The Board agrees that, upon written request of the Association to the Superintendent's designated representative, it will annually transmit to the Association a printout containing the names, job titles, addresses, salaries, work locations, and seniority date of all employees covered by this Agreement.

Section F. Exclusive Rights.

These rights and other rights granted in this Agreement to the Association shall not be granted or extended to any other employee organization which represents or purports to represent members of this bargaining unit, except as permitted or required by law.

ARTICLE XXVIII

**BULLETIN BOARD
(ASSOCIATION COMMUNICATIONS)**

The Board agrees to provide adequate bulletin board space where notices or official Association matters may be posted by employees, Association Representatives and Association officials. Four hundred (400) square inches of posting space shall be accessible to the bargaining unit employees. The Association may utilize school mail to communicate official Association matters, subject to Board review. The Board shall provide mailboxes for employees at their assigned locations.

ARTICLE XXIX

EFFECT OF AGREEMENT

The Parties acknowledge that during negotiations which resulted in this Agreement each had the ultimate right and opportunity to make demands and proposals with respect to any subject or matter from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. The Parties, therefore, agree that negotiations will not be reopened on any item contained in this Agreement during the life of this Agreement except as specifically provided in Article XXIII, Savings Clause. Either party may approach the other to discuss collective bargaining issues. However, both parties must agree to re-open any article or add articles before any change can be made unless agreed to herein.

EXHIBIT A

**BETWEEN THE BOARD OF EDUCATION OF
THE MEMPHIS CITY SCHOOLS
MEMPHIS, TENNESSEE
AND THE
MEMPHIS EDUCATION ASSOCIATION
EDUCATIONAL SUPPORT PROFESSIONALS**

During the term of the Agreement of which this Exhibit is a part, the rates of employees in the bargaining unit shall be as follows:

	Effective July 1, 2006
Behavior Assistant	\$12.80
Bilingual Cultural Mentor	\$12.34
Bilingual Cultural Mentor ESL	\$12.34
Case Management Specialist	\$10.00
Interpreter for the Deaf	\$20.25
Family Specialist	\$13.21
In-School Suspension Assistant	\$13.21
Instructional Assistant	\$12.34
Instructional Computer Technician	\$11.27
Matron	\$11.27
Special Needs Attendant	\$10.00

Licensed Practical Nurse	Steps	
	0	\$13.97
	1	\$14.23
	2	\$14.54
	3	\$14.84
	4	\$15.15
	5	\$15.45

Educational Assistant	Steps	
Early Childhood Educational Assistant	0	\$10.00
Special Education Assistant	1	\$10.40
	2	\$10.97
	3	\$11.27

The Parties agree to reopen for negotiations the provision of Exhibit A for wage rates for 2007 and 2008. Negotiations concerning the provisions of Exhibit A, shall commence no sooner than thirty (30) days prior to the July of the respective years or at a time mutually agreeable to the Parties. Negotiations shall commence in a timely manner, with the intent to complete negotiations prior to July 1.

APPENDIX A
RECOGNITION

The following positions constitute all positions include within Article II, Recognition, of this Agreement for the purpose of collective bargaining between the Board and the Association:

Behavior Assistants

Bilingual Cultural Mentors

Bilingual Cultural Mentors ESL

Case Management Specialist

Deaf Interpreters

Early Childhood Educational Assistant

Educational Assistant

Family Specialists

In-School Suspension Assistant

Instructional Assistants

Instructional Computer Technicians

Licensed Practical Nurse

Matron

Special Education Assistant

Special Needs Attendant

**APPENDIX B
GRIEVANCE FORM**

**APPENDIX B
GRIEVANCE FORM
PAGE 2**

APPENDIX C
ASSOCIATION GRIEVANCES

The Parties agree that the intent of Section B, Article IV, of the Agreement is as follows:

1. An Educational Support Professional (ESP) may file a grievance for himself/herself only; the ESP may not file for a group or a class of Educational Support Professionals.
2. A grievance filed by an Educational Support Professional must be limited to allegations of a violation or misapplication of the Agreement, which involves a direct personal right or affects him/her directly and personally.
3. A Educational Support Professional may not file grievances involving rights or processes relating to Association matters such as alleged failure to permit entry into the school by a staff representative, failure to remit dues, use of facilities, matters concerning the establishment or nonestablishment or operation of committees.
4. The President of the Association may file grievances as Educational Support Professional as provided in (1) and (2) above. He/she may also file as the President, in which case he/she may file the type of grievance listed in (3) above.

By mutual agreement between the Association and the Superintendent's designated representative, the President of the Association may file an Association grievance on behalf of a group of Educational Support Professionals.

5. An Association grievance as described in No. 3 above directly affecting a single school shall be presented at Step 1 of the grievance procedure. All other Association grievances shall be initiated at Step 3 of the grievance procedure.

**Letter of Intent
Labor Management Committee
(Educational Support Professionals [ESP] Committee)**

During the 2006 negotiations, the Parties agreed to establish a joint Labor Management Committee. The Parties agreed that we would discuss the following and any other items as mutually agreed:

- Professional Development for ESPs including targeted in-service and college/community college opportunities to help ESPs reach and retain certifications, licenses and to move up the career ladder of their choice.
- Planning time for ESPs in the school day
- Alternative Compensation (performance-based/Merit pay)
- Review of compensation report and equity with Shelby County Schools
- Technology

It is the Parties intent to meet, discuss and have a report on the feasibility of the above listed items which would include a review of the compensation report and equity, planning time and professional development by January 31, 2007.

Agreed to this 18 day of August, 2006.

Board of Education
Memphis City Schools

Memphis Education Association

