
MEHARRY MEDICAL COLLEGE

AND

**INTERNATIONAL GUARDS UNION
OF AMERICA, LOCAL NO. 138**

CONTRACT AGREEMENT



2009 – 2013

Contract Between
International Guards Union of America Local No. 138
And
Meharry Medical College
1005 Dr. D. B. Todd Blvd.
Nashville, TN 37208

Preamble

This contract is made and entered into by and between Meharry Medical College, its successors or assigns, hereinafter referred to as the “College” at their operations at Meharry Medical College, in Nashville, Tennessee and the International Guards Union of America, Local 138 referred to as the “Union”, as the sole and exclusive representative of employees covered by this Agreement.

ARTICLE I
PURPOSE OF CONTRACT

It is the intent and purpose of this agreement to provide for a better understanding between the parties and to provide for a peaceful and reasonable procedure for the resolution of differences.

The College and the Union share the common goals of promoting the mutual interests of the College and its employees. Successful fulfillment of the College’s mission of education, research, primary health care and community service depends upon cooperation among all members of the College’s community. This cooperation recognizes the contribution of each individual and in keeping with the historic tradition of this Institution; every employee will be treated with fairness, respect and dignity.

ARTICLE II
RECOGNITION

Section 1 – Recognition: The College recognizes the Union certified by the National Labor Board in Case No. 26-RC-8008 as the exclusive bargaining agent for all permanent hourly paid Security Officers and Guards, except for those supervisory positions classified as Lieutenant, Sergeant, Captain and Chief/Director employed by Meharry Medical College in Nashville, Tennessee. This contract does not include department administrative employees (i.e. Administrative Assistant Sr., Dispatcher, and Security Clerk). In the absence of mutual agreement, College policy and current practice shall prevail.

Section 2 – Definition of Employees. The term “employee” as used herein will mean any person represented by the Union as described in Section 1 of this Article.

Section 3 – Management Rights. The Union recognizes that the College shall exercise the exclusive responsibility for the management of the bargaining unit defined above in Section 1 and the selection, assignment, and direction of the working forces. Such responsibility shall include the right to determine job content and qualifications of employees to perform work, and the right to adopt and enforce reasonable rules and regulations for efficient operations, provided that the Union rights set forth in this Contract, including the use of the Grievance Procedure and Arbitration shall not be abridged, curtailed, or modified by this clause. Any and all new policy or procedure changes shall be in writing with a copy forwarded to the Union.

Section 4 – Probationary Employee: “No employee, as described in Section 1 of this Article, shall be eligible to join the union until after they have successfully completed their probation period.”

ARTICLE III ANTI-DISCRIMINATION

Section 1 – Union Membership. There shall be no discrimination, interference, or restraint against any employee because of membership or non membership in the Union by the College, and the Union likewise agrees that there shall be no discrimination, interference, intimidation, or coercion against any employees by the Union or any of its agents due to membership or non membership in the Union.

Section 2 – Other. Both the College and Union agree that the provisions of this Contract shall be applied to all employees without regard to any individual’s race, color, religion, sex, or national origin. Nor will there be discrimination against any employee because he/she is disabled, a disabled veteran or a veteran of the Vietnam Era, as these terms are used in applicable Federal Statutes.

ARTICLE IV AUTHORIZATION OF UNION MEMBERSHIP DUES

Section 1 – Check-off Financial Obligations for Union Representation. Upon receipt of a written authorization from an employee on a form agreeable to the parties, the College will deduct from the wages of said employee the sum of \$15.00 per month, such said amount being determined by the Union may alter the amount to be deducted during the life of this Agreement and the Union will notify the College, in writing, of any adjustments. The College will remit monies to the proper official designated by the Union. It is understood that any authorization for payroll deduction shall be voluntary on the part of the employee. The College will submit a list of names of the members from whom the payroll deductions are taken.

Section 2 – Dues Assignment Forms. This form will be recognized by the College for authorization to deduct Union dues from each employee.

I, _____, hereby authorize my employer to deduct from my wages each month and every month, an amount equal to the monthly dues of Local Union 138, and direct such amounts so deducted to be turned in each month to the Secretary-Treasurer of such Local Union for and on my behalf. This authorization is voluntary and is not conditioned on my present or future membership in the Union.

Section 3 – Check-off. “The College agrees to deduct the Union Membership dues from the pay of those employees who have successfully completed their probationary period and are in the bargaining unit.”

The dues shall be deducted each pay period in an amount certified by the Union, and the aggregate deduction of all employees shall be remitted together with an itemized statement, to the Treasurer of the Union by the tenth (10) day of the succeeding month after such deduction are made. The Union will indemnify, defend and hold the College harmless against any claims made and against any suits instituted against the College on account of payroll deduction of dues. When a member in good standing of the Union is not paid for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during the pay period and the wages are not sufficient to cover the full withholdings, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.

**ARTICLE V
WAGES**

Section 1 – Salary.

a) The College and Union agree on the following Wage structure as follows:

- There will be two (2) Job Positions/Titles for bargaining unit members with the proposed salary wages as follows:
- “Security Officers” are bargaining unit members who have received proper certification to carry a weapon.
- “Security Guards” are bargaining unit members who are not certified to carry a weapon.

(b) Salary Range:	<u>Minimum</u>	<u>Maximum</u>
• Security Officers	\$22,880.00 (11.00/hr)	\$31,200.00 (15.00/hr)
• Security Guard:	\$20,425.60 (9.82/hr)	\$28,787.20 (13.84/hr)

(c) Each bargaining unit member shall be placed in the salary range in accordance with the number of years of service as a security officer/guard based on 2.0%

of the minimum salary for each year of service. Additional consideration may be given for Military service, law enforcement service/training (i.e., Peace Officers Standards and Training Course, Certified Police Officer) and academic education (i.e., College Credits, Associates Degree, Bachelor's Degree).

(d)The College agrees to raise the minimum salaries for Security Guards and Security Officers to \$9.82 and \$11.00 respectively. Each unit member will move to their corresponding step in the new pay scale. All salary adjustments shall take effect January 1, 2009. Beginning 2010 and each remaining year of the contract, each bargaining unit member shall receive a wage increase equal to 2% of their wages on their anniversary date of employment

Section 2 – Shift Premium: “Shift Premiums shall be paid as follows: From the hours of 3 p.m. to 11 p.m., the rate will be fifty-one cents \$.51 per hr and for the hours of 11 p.m. to 7 a.m. the rate will be sixty-four cents \$.64 per hr.”

Section 3 – Acting Supervisor Premium Pay: When the assigned shift supervisor is absent, management may assign one of the bargaining unit members to assume the supervisor position for that shift. The assigned bargaining unit member shall receive a premium pay equal to sixty \$.60 per hr for the shift worked.

Section 4 – Anniversary Bonuses: The College shall award bargaining unit members who have remained in the same position anniversary bonuses according to the following schedule. 5 years of service = \$100; 10 years of service = \$150; 15 years of service = \$200.00; 20 years of service = \$250; 30 years of service = \$300.

Section 5 – Step Schedule: The salary step schedule shall reflect not less than a two percent (2%) interval between steps.

ARTICLE VI HOURS OF WORK AND OVERTIME

Section 1 - Normal Hours: This article is intended to define normal hours of work, and shall not be constructed as a guarantee or limitation of hours of work nor as a restriction on the College in adjusting the working schedule to meet operating requirements.

(a) The normal workday shall consist of eight (8) hours of work.

(b) The normal workweek shall consist of one (1) forty (40) hour week within the payroll period.

(c) When practical, senior qualified employees will be given preference when it becomes necessary to transfer an employee, on other than a temporary basis, from a shift on which there is a surplus to a shift on which there is a vacancy.

Section 2 - Standard Overtime: Overtime at the rate of one and one-half (1 1/2) times the regular rate of pay shall be paid as follows:

(a) For hours worked in excess of forty (40) within any normal work

(b) An employee who is required to work in excess of sixteen (16) continuous hours, excluding the non-paid lunch period of a fixed shift worker, shall be paid two (2) times his or her regular rate for all such continuous hours worked in excess of sixteen (16).

(c) When an employee is required to work sixty (60) minutes or more beyond the end of his or her shift, he or she shall receive not less than two (2) hours pay at his/her regular rate or one and one-half (1-1/2) times his or her regular rate for such work performed, whichever is greater. It is understood that this does not apply to an employee who may be required to remain on his or her assignment due to the absence or tardiness of another employee who is scheduled to relieve him or her.

(d) An employee who is not notified prior to the beginning of the applicable workweek shall receive not less than four (4) hours pay at straight time, or one and one-half (1-1/2) times his or her regular rate for such work performed, whichever is greater, when required to work prior and continuous to the beginning of his or her regular scheduled shift. The pay shall start at the time the employee arrives for work.

Section 3 - Seventh Consecutive Day Worked: The College shall pay one and one-half (1-1/2) times pay for all work performed on the seventh consecutive day worked in the payroll week.

Section 4 - Holidays and Holiday Pay.

(a) The following days are designated as paid holidays by the College:

New Years Day
Martin Luther King's Birthday
Meharry Day (Good Friday)
Memorial Day
Independence Day (July 4)
Labor Day
Thanksgiving Day
The day after Thanksgiving
Christmas Eve
Christmas Day
New Years Eve

(b) Holidays falling on Sunday shall be observed on the following Monday and holidays falling on Saturday shall be observed on the preceding Friday, unless a different day is designated by the Employer.

(c) Employees shall be paid for such recognized holidays worked in an amount equal to one and one-half (1 1/2) times their regular hourly rate of pay for regularly scheduled straight-time shift hours for such day not to exceed eight (8) hours for any one day or shall be entitled to take a day with pay in accordance with the provisions of Article VI, section 4(f).

(d) To be entitled to receive holiday pay, an employee must have worked both the scheduled workday before and the next scheduled workday after the holiday unless excused in writing by his supervisor.

(e) Employees scheduled to work on a holiday by twenty- four (24) hours advance notice and who fail to report for such work shall not be entitled to holiday pay.

(f) Employees who are required to work on a regularly scheduled holiday shall be entitled to take a day of their choice as the holiday with pay, provided however, that such day must be taken within thirty (30) days before the holiday or (30) days following the actual holiday unless specific arrangements otherwise are made by the employee with his supervisor and the employer's Department of Human Resources. The employee must notify his/her immediate supervisor at least twenty-four (24) hours in advance of the day, which he intends to take as his/her holiday.

Section 5 - Call-In: An employee who has left work and is called back in to work by the College to perform emergency work outside his or her regular scheduled shift will receive not less than four (4) hours pay at his or her straight time hourly rate exclusive of shift premium, or pay at one and one-half (1 1/2) times his or her straight-time rate of such work performed, whichever is greater.

Section 6 - Reporting for work: Any employee who properly reports for work as planned by the supervisor on his/her regular shift and is sent home because of lack of work shall receive a minimum of four (4) hours pay at his or her straight time hourly rate exclusive of any premium, unless he or she has been previously notified not to report to work.

Section 7 - Assigning Overtime. The College will assign overtime to employees as equally as practicable.

ARTICLE VII ANNUAL LEAVE

Section I – Annual Leave

- a) Regular full-time employees shall accrue annual leave on the following basis:
 - Employee with less than five (5) years of service will receive one (1) day per month (maximum accumulation 12 days)
 - Employees with five (5) through nine (9) years of service will receive one and one-half (1-1/2) days per month (maximum accumulation 18 days)
 - Employees within ten (10) years or more service will receive two (2) days per month (maximum accumulation 24 days).
 - Regular part-time employees shall accrue annual leave based on the percentage of time worked.

- (b) Employees may take all or any portion of their accumulated annual leave days at such time as shall be mutually agreed upon between the employee and his supervisor. In the event of a conflict in the scheduling of annual leave, the employee who has properly submitted his/her annual leave request first shall be given preference in such scheduling where operating conditions permit. Employees must notify their supervisor of their intention to take annual leave at least seven (7) calendar days prior to the date of which such leave is to begin.

- (c) Employees shall receive pay for all such unused days of annual leave on the basis of eight (8) hours pay for each day at the employee's regular rate at the time of the employee's termination of his employment with the employer. (Any days accumulated in excess of the maximum days allowed according to the years of service, which are not used by the employee, shall be forfeited).

- (d) Employees who are on annual leave will receive holiday pay for recognized holidays, which fall during such leave.

- (e) Employees can submit a preference to the College regarding choice of vacation time based on Departmental seniority. Vacation preference must be in writing and shall be received by the College no later than March 30 of each year. Employees who fail to have their preference on file by such date, must give seven (7) days notice of their desire to take a vacation and shall be granted such vacation only if the dates requested are available.

ARTICLE VIII SENIORITY

Section 1 - Bargaining Unit Seniority.

(a) College Seniority: The length of time measured in years, months and days of service, a full-time and part-time permanent employee is employed continuously in any capacity by Meharry Medical College.

(b) Bargaining Unit Seniority: The length of time a full-time and part-time permanent employee has worked continuously in any capacity that is bargaining unit eligible by the College.

(c) "Classification" Seniority: The length of time a full-time and part-time permanent employee has worked continuously in a specific job class for the College.

(d) "Departmental" Seniority: The length of time a full-time and part-time permanent employee has worked continuously in a specific department of a division of the College.

Section 2 - Application of Seniority.

(a) College seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement, or where specifically designated for the determination of relative standing between employees, and for the purpose of layoffs.

(b) Departmental seniority shall apply as herein provided or for the determination of relative standing of employees as hereinafter specifically provided. Bargaining unit seniority shall apply for lateral transfers.

(c) Classification seniority shall apply when specifically designated herein.

Section 3 - Temporary Employees.

(a) An employee who is hired for only a limited period of time to substitute for one or more permanent full-time employees during their absence, or is hired for a job which is of limited duration and who is so informed at the time he is hired, shall be considered a temporary employee.

(b) He or she shall not acquire seniority by virtue of such temporary employment regardless of the length of that temporary employment; this temporary employment shall not exceed six (6) months.

Section 4 - Probationary Employees.

An employee shall be considered to be on probation and shall not be entitled to any seniority rights until after he has worked ninety (90) days following the date of last hire. If such employee shall be continued in the employ of the College after the expiration of the probationary period, his seniority and length of service shall be computed from his last date of hire.

Section 5-Recall.

In increasing the work force, employees laid off because of a reduction in force shall be recalled according to the position the employee is qualified for, and seniority. Recalled employees shall be notified in person, by telephone, telegram, or by letter at each employee's last known address as shown on the College's records, and they shall be given three (3) working days in which to return to work. Management will notify the Union after three (3) days and the Union will be allowed an additional forty-eight (48) hours to attempt to notify the employee.

Section 6- Loss of Seniority.

Seniority shall be lost when an employee:

- (a) Resigns or retires;
- (b) Is discharged for just cause;
- (c) Fails to report to work within three (3) working days from the date of his recall by the College by telephone to the employee's address shown on the College's records;
- (d) Fails to report for work on the next regular working day following the end of a leave of absence without a reasonable explanation for his failure to do so;
- (e) Gives a false reason for obtaining a leave of absence;
- (f) Is absent three (3) consecutive working days without notifying the College or receiving prior permission from his supervisor or unless a reasonable explanation is given; or

(g) Is laid off or absent from work for any reason for the lesser of the length of the employee's continuous employment with the College or six (6) months, or as provided in section 7(a) of this article.

Section 7 - Accrual of Seniority.

(a) College seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months provided that the employee returns to work immediately following the expiration of such leave of absence: during an authorized leave of absence with pay: during a period of continuous layoff not to exceed the greater of six (6) months or of the length of an employee's continuous employment if the employee is recalled into employment: and during a sick leave of up to twelve (12) months.

(b) Departmental seniority shall accrue during the period specified in subsection(a) of this Section and during the time an employee works continuously in a specific department.

(c) Bargaining unit seniority shall accrue as described in subsection (a) of this section.

(d) Temporary employees, as defined in Section 1 hereof, shall have no seniority during the time they occupy the status of a temporary employee.

Section 8 - Layoff.

In the event of a layoff within a job classification employees in that classification shall be laid off in the following order:

(a) Probationary employees, without regard to date of hire;

(b) In the event of layoffs within a job classification, employees in that classification will be laid off according to College seniority and qualification.

**ARTICLE IX
LEAVE OF ABSENCE**

Section 1 – Union Officers. Accredited Union Officers shall be granted a reasonable number of leaves of absence without pay, not exceeding five (5) calendar days consecutively, to attend conventions or other pertinent business of the Union provided such leaves will not interfere with operations. It is agreed that ten (10) days notice of such leaves of absence will be given except in emergencies, and that no more than two (2) employees shall be absent at any one time for such purpose, except by special request of the Union; and if conditions will permit, this number may be increased by permission of the College.

Section 2 – Extended Leave. An employee whose continued absence over a longer period is necessary because of his/her duties as an elected officer of the Union will be given a leave of absence not to exceed one (1) year, without pay, for such purposes. Upon retirement from such office, the employee shall be entitled to return to his/her former position without loss of seniority, provided he/she reports for work within fifteen (15) days following the expiration of his/her leave. An employee granted such leave of absence must return all equipment issued to him/her at the time the leave of absence began. The Group Insurance of such an employee shall be continued in force during such authorized leaves of absence in case and in such a manner as the provisions of the Group Insurance contract permit, provided he/she pays his/her share of the Group Insurance premiums at least monthly in advance.

ARTICLE X HEALTH AND SAFETY

Section 1 – Union’s Role. The Union’s role in health and safety is advisory. The College encourages the Union’s active participation.

Section 2 - Importance of Safety. The College and Union recognize the importance of maintaining a safe working environment, cooperating toward the objective of eliminating health and safety hazards by educating, training, and expecting employees to follow all health and safety rules and procedures.

Section 3 – Working Conditions. The Union recognizes the desirability of maintaining safe and clean working conditions at all times and agrees to cooperate with the College in maintaining these conditions.

Section 4 - Injuries.

(a) Occupational accident, injury, and illness records shall be kept and maintained by the College.

(b) The College shall provide medical service and facilities for the proper treatment of cases resulting from injury or illness obtained while in the facility. Copies of the report of the medical finding made by the College’s medical service or reports of outside medical services used by the College shall be available on request to the employee. The confidentiality of medical results shall be requested.

Section 5 – Dangerous Conditions. No employee who has objective evidence of an abnormally dangerous condition in the workplace shall be required to continue work on that job until the safety is evaluated.

Section 6 – Safety Equipment: The College will provide approved protective clothing and equipment necessary for the safety and health of all employees. Such equipment will include raincoats, rubber gloves, uniform boots and ballistic vests.

Section 7 – Workers’ Compensation. If an employee sustains an injury or occupational disease covered under the Tennessee Workers’ Compensation Act, the employee shall be examined and treated at no cost to the employee, including specialty care directed by the College physician.

(a) If the College physician directs special care, the College shall provide pertinent information to the examining physician.

(b) For each examination under this section, the College shall make available to the employee upon written request the following:

- (1) The results of the medical examination and tests.
- (2) The physician’s opinion concerning the employee’s health status.
- (3) The physician’s recommended limitations, if any, upon the employee’s continued occupational activity or upon the employee’s use of protective clothing or equipment and respirators.

(c) A written opinion obtained by anyone shall not reveal specific findings or diagnoses unrelated to this occupational injury or illness.

(d) Copies of an employee’s medical record including but not limited to those items described in subsection (b) above shall be made available to the employee upon submission of a written authorization signed by the employee.

ARTICLE XI GENERAL

Section 1 - Bulletin Boards: The College agrees to permit the Union to post reasonable notices concerning meetings or other official Union business on Bulletin Boards within the College's facilities, provided that a copy of such notice is presented to the Department of Human Resources before any notices are posted. All notices must be stamped by Human Resources. The College agrees to provide or designate at least one bulletin board in each separate building of its facility in which employees covered by this agreement are assigned.

Section 2 – Uniforms: The College shall provide two (2) ties, three (3) summer uniform shirts, three (3) winter uniform shirts and three (3) pairs of pants to each employee. While a member may not receive a full issue of clothing initially, a full complement should be issued following the employee’s successful completion of his/her probationary period.

Section 3 – Jury Duty. Employees subpoenaed for Jury Duty and reporting will be entitled to his/her usual compensation less the amount of the fee as compensation received for serving as a juror, provided the jury duty exceeds three (3) hours. If an employee summoned for jury duty is working the night shift or working during those hours preceding those in which the Court is normally held the employee will be excused from his employment for the first shift immediately preceding his first day of service on jury duty. After the first day of service, when the employee’s responsibility for jury duty exceeds three (3) hours during a day, then the employee will be excused for his next scheduled work period occurring within twenty-four (24) hours of the jury duty. Employees will also be reimbursed under this Article for time spent serving as a witness at the request of either the College or their client.

Section 4 – Bereavement Leave. In the event of a death in the Employee’s immediate family, full wages will be paid for scheduled days of work from which the employee is absent because of the death, but not beyond a maximum of three (3) days. Immediate family includes: husband, wife, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, grandmother, grandfather, grandchildren and properly established foster parents (employee would have to live in the household).

Employees will be given two (2) days off with pay for grandparents-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

Section 5 – Conflict with Law. Any term of this agreement found to be in conflict with a valid law or governmental regulation shall be considered of no force to the extent of

such conflict. Any provision so declared of no force shall be renegotiated

Section 6 - Unfavorable Reports: When a supervisory employee places an unfavorable report or disciplinary action on any employee, a copy will be forwarded to the employee and the employee may share the report with Union Representatives.

Section 7 – Grooming:

(a) No attachments to the uniform allowed except the badge, nameplate, award ribbons and a whistle.

(b) Black or dark blue socks.

(c) Black shoes.

(d) Hair must be well groomed and neat.

(e) Facial hair must be well groomed and neat.

(1) Beards will be allowed and will conform to departmental General Order 07- 01

(2) Mustaches will be allowed and will conform to departmental General Order 07-01.

(f) Earrings

- (1) No earrings for men.
- (2) Only one post type earring per ear for women (no hoop or dangle type earrings).

(g) Rings

- (1) Only one per hand for men.
- (2) Only one ring per hand for women.

Section 8 – Vehicles.

- (a) No smoking in the vehicles.
- (b) No eating or drinking in the vehicles
- (c) By six months after the contract is approved, each officer must have a valid Tennessee Driver License or show cause for exception.
- (d) All officers with a valid Tennessee Driver License must have it on their person while on duty.

Section 9 – Sick Leave

- (a) Any person calling in sick must do so at least two (2) hours before the beginning of their schedule shift.
- (b) Any pattern indicating abuse of sick leave will result in disciplinary action.

Section 10 – Annual Leave. Requests for annual leave must be approved seven (7) days or more in advance.

Section 11 – Smoking & Eating . Smoking or eating will only be allowed in designated areas.

Section 12 – Training: Bargaining unit members will be required to successfully participate in all required training, to include:

- (a) The State of Tennessee required basic unarmed class (for officers who will not be required to carry a firearm while on-duty)
- (b) The State of Tennessee required basic armed class (for officers who will be required to carry a firearm while on-duty)
 - (1) Tennessee State Armed Guard Card renewal every two (2) years.
 - (2) Qualify at the firing range annually.
 - (3) Complete weapons safety training annually.

- (4) Complete annual review of department policy governing the “Use of Force”, to include the use of “Deadly Force”.
- (5) Any other training deemed necessary by the Security Department.
- (6) The College is committed to providing training and professional development of security staff personnel leading to professional certification and eligibility of career advancement.

Section 13 – Additional department written directives: Bargaining unit employees are bound by the department written directives which set out procedures to be followed in performing daily security tasks while securing the college campus, professional requirements and tasks required in the pursuit of an accredited security department. Prior to the effective date of department written directives, bargaining unit personnel will receive training and a thorough review of each new directive and it’s intent and purpose with the opportunity for operational input.

ARTICLE XII GRIEVANCE PROCEDURES

Section 1 – Disposition of Grievances. The Union and College recognize their mutual responsibility for the prompt and orderly disposition of grievance of employees that may arise under this agreement. Any grievance as defined herein initiated by an employee or group of employees shall be handled solely in accordance with this grievance procedure.

Section 2 - Definition. For purposes of this agreement, a grievance is defined as a claim or dispute requiring resolution between the parties according to the procedure hereafter defined.

Section 3 – Process for Settlement. When any grievance arises, such grievance shall be settled as promptly as possible in the following manner.

Step 1:

A. Verbal resolution of grievance –

Prior to filing a written grievance, any employee with a grievance with or without his/her steward may present the grievance verbally to his/her supervisor. The aggrieved employee shall present his/her grievance within five (5) working days from the time the grievant and/or the Union should have known or been aware of the existence of the situation-giving rise to the grievance. The supervisor shall have five (5) working days to answer the grievance and resolve the issue. If the matter remains unresolved, the following procedure applies.

B. Written grievance -

The employee and Union representative will submit the grievance to writing, signed by the grievant and submitted to the next level manager and/or administrator of the department and/or unit in which the employee works within five (5) working days from receipt of the answer from his/her supervisor to the verbal grievance. Upon receipt of the written grievance the second level manager and/or first line supervisor shall meet with the steward and grievant. The manager/supervisor shall render a written decision within five (5) working days after the close of the meeting, if the matter is not resolved, the matter may be referred to Step 2.

Step 2:

The appropriate area department and/or unit head along with the supervisor involved in Step 1, if desired, shall meet with grievant steward, and chief steward, if desired, to resolve the grievance, within five (5) working days of notification from the union requesting a second step meeting.

The department and/or unit head will have five (5) working days from the close of the second step meeting to render a written decision on the grievance. If the matter is not resolved at Step 2, the union may process the grievance through Step 3.

Step 3:

Meharry Medical College and the Union will establish a joint Management-Union Employee Labor Relations Committee to address and resolve grievances at the Step 3 Level. The Employee Labor Relations committee shall consist of Union representation, College representation and shall be chaired by the College Division Head from the division, school and/or unit from which the employee's grievance arose. The College's representation on the Committee shall consist of the Associate Vice President of Human Resources and/or his/her designee, and representation from the appropriate area Department Supervisor. The College may choose to have legal counsel present. The Union's representation on the Committee shall consist of the chief steward, the Executive Director and/or his designee, the union steward involved in the grievance and the grievant. The Union representation and College representation shall present their respective cases before the Committee Chair. The College and Union representation shall be allowed to present supporting evidence for their respective case in the form of eye witness testimony, documentation, reports, performance evaluations and disciplinary reports and all other documentation which the grieving party deems

relevant. The Committee Chair (Division Head) shall facilitate the hearing and render a final ruling within five (5) days from the date of the hearing. The Step 3 hearing will be set by agreement between the Committee Chair, Union (chief steward), and the College (Associate Vice President of Human Resources) within five (5) working days of notification from the union of the desire to proceed to Step 4.

Step 4:

If the grievance is not satisfactorily settled in Step 3 of the grievance procedure the grievance may be submitted to arbitration within thirty (30) days of the Step 2 answer, and the party shall specify what Articles and Section of the contract are relevant and the issue to be resolved.

Section 4 – Time Lines .

Grievances must be presented within five (5) working days after the employee knew or by reasonable diligence could have known of the facts giving rise to the grievance, and if not so presented shall be waived.

Section 5 - Grievances by Multiple Employees.

General grievances or disputes affecting the employees in a unit as a whole may be submitted at Step 2 directly to the head of the department in which such employees are employed by the chief steward or his/her designee within the time limits set forth in this section. One employee shall be chosen by the union to represent all grievants involved in such dispute.

Section 6 - Arbitration.

(a) It is understood and agreed between the parties that the arbitrator acting under the article shall not have the power to add to, subtract from, disregard or modify any of the provisions of this contract and shall have authority to decide only the issues submitted. The decisions of the arbitrator selected shall be final and binding upon the College, the Union and the employee(s) involved.

(b) In rendering a decision or award in a discharge or disciplinary layoff case, if the arbitrator finds that the employee was not discharged or disciplined for just cause, any award of back wages shall be limited to the amount of wages the employee would otherwise have earned from his employment with the College. If such employee has received unemployment compensation from any state or federal agency, the full amount received shall be deducted from the back pay and remitted to said agency.

(c) Arbitrator's fees and expenses shall be shared equally by the parties. Each party, however, will bear its own legal expenses and cost incidental to witnesses.

(d) The parties shall agree to appoint a panel of three arbitrators to handle cases on a rotating basis. Said arbitrators shall schedule cases to be within forty-five (45) days of notification of the arbitration. Post hearing briefs shall not be submitted except by joint agreement of the parties.

Section 7 – Time Limits.

(a) In the event the College does not answer a grievance within the time limits set forth in the grievance procedure, the grievance shall be considered settled on the basis of the union's written request. Any grievance that is not instituted by the employee or referred by the union to the next appropriate step within the time limits set forth in the grievance procedure shall be considered settled in favor of the College.

(b) Settlement of a grievance by failure to comply with the time limits specified shall not constitute a precedent in any other case.

(c) At any of the steps provided here in above, the time limit may be extended by mutual agreement between the College and the Union.

Section 8 – General Meetings. Upon request by either the College or the Union, general meetings shall be held for the purpose of discussing matters of mutual interest. Such meeting shall not be more frequent than one per month and at such time as the parties agree.

ARTICLE XIII STEWARDS AND UNION OFFICIALS

Section 1 – Steward Recognition. The College shall recognize a Steward for each shift. The Union may designate a Business agent. The Union will notify the College of the Business Agent and Shift Stewards prior to any responsibility of the College to deal with a particular Steward.

Section 2 – Steward Investigations. Stewards shall first obtain the permission of the facility supervisor or his assistant before attempting to settle grievances or investigate written grievances during work time. Such permission shall not be unreasonably withheld.

**ARTICLE XIV
CONTINUITY OF OPERATIONS**

The Union agrees that there will be no strikes, work stoppages, picket lines, slowdowns, secondary boycotts, or disturbances, even of a momentary nature. The Union guarantees to fully support the College in every way in maintaining operations. Participation by an employee in an act violating this provision will be complete and immediate cause for discharge by the College. The College agrees that there will be no lockouts. If it is contended that a discharged employee did not violate this Article, the Union may, within two (2) regular work days (exclusive of Saturdays, Sundays and Holidays) after the employee is discharged, contest the discharge by filing a grievance initially in Step 3 of the Grievance Procedure. Such grievance shall also be subject to arbitration in accordance with Article XII.

**ARTICLE XV
COLLECTIVE BARGAINING**

The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject of matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Without limiting or in any way modifying the above, nothing therein, or in this Agreement shall prevent the College and the Union from mutually agreeing in writing to discuss any matter that both parties desire to discuss during the term of this Agreement.

**ARTICLE XVI
ALTERATION OF AGREEMENT**

No Agreement alteration, understanding, variation, waiver or modification of any of the terms, conditions, or covenants contained herein shall be made by any employee or group of employees with the College and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and same has been ratified by the Union.

The College's failure to exercise any function or right hereby reserved to it or its exercising any function or right in a particular way shall not be deemed a waiver of its right to exercise such function or right in the future.

ARTICLE XVII PROMOTIONS

An employee promoted to a higher classification or “acting” position will receive the starting rate of the new or acting classification. If the starting rate of the new classification is higher or less than the present rate, he/she will receive the higher rate in the progression schedule for the new job rate in accordance with the progression schedule for the classification. Bargaining unit employees agree to abide by the department promotional process for the positions of Sergeant and Lieutenant as set forth in department General Order 05-03.

ARTICLE XVIII JOB BIDDING

Whenever a vacancy occurs in any classification, it will be posted for seventy-two (72) hours setting out the position and qualifications. All eligible employees will be allowed to bid on said job. Qualifications, skill and prior job performance will be included in the determining factors.

ARTICLE XIX MISCELLANEOUS

Section 1 - Emergency And Personal Relief. The College will furnish enough employees to provide emergency and personal relief.

Section 2 - Employee Personnel Files. The parties agree that all past disciplinary actions which occurred one (1) year or more previously will not be used as a basis for further disciplinary action against an employee.

Section 3 - Violations Of Rules And Regulations. An employee called before any supervisor for alleged violations of rules and regulations may, at his/her request, have a Union Representative with him/her.

Section 4 - Officer's Lockers. The officer's lockers will be opened only in the presence of the individual officer or the Shift Steward. Any exceptions will be referred to the Chief of Campus Security. All such locker entries will be recorded. The master key to the officer's lockers utilizing College furnished locks will be controlled and each time it is used, an appropriate entry will be made.

Section 5 – Leave Without Pay (LWOP) Policy. A liberal Leave Without Pay (LWOP) policy will be initiated by ratification of contract. Employees will be allowed to take LWOP with prior approval of the Chief of Campus Security. Maximum advance notice

is required to enable the College to arrange for adequate replacements. Supervisors may approve emergencies without advance notice; however, the employee must have a bona fide emergency prior to requesting such LWOP from the supervisor.

Section 6 - Subcontracting. In the event the College subcontracts bargaining unit work, the College shall provide the Union with thirty (30) days notice of this action.

Section 7 - Cooperation. The Union on behalf of the employees covered by this contract agrees to cooperate with the College to attain and maintain full efficiency and accomplishment of its purpose.

Section 8 - Drug Testing. The College retains the right to conduct random drug testing of its employees.

ARTICLE XX SUCCESSORSHIP

Section 1 – Exclusive Representation. The parties recognize that the International Guards Union of America, Local No. 138 is the exclusive representative (for purposes of collective bargaining for the bargaining unit covered by this agreement representing employees of the present employer (who is a party to this agreement), and this agreement reflects the current state of the collective bargaining relationship existing between employers of security personnel of Meharry Medical College in Nashville, TN and their employee representative.

Section 2 – Binding Agreement. This agreement shall be binding upon the parties, their successors and assigns, and no provisions, terms, or obligations contained herein shall be affected, modified, altered, or changed in any respect by the consolidation, merger, sale, transfer, succession, or assignment of either party, or affected, modified, altered, or changed in any respect by any change in the legal status, ownership, or management of either party.

ARTICLE XXI MILITARY SERVICE

Section 1 -Applicable Statutes. Both parties will abide and comply with all applicable federal and state laws, and executive orders, rules, and regulations applying to the re-employment of employees who entered the Armed Forces of the United States. For purposes of this Article, the parties shall have the right to rely upon and act in accordance with any such regulations.

Section 2 - Veteran Seniority. Employees terminated to enter military service shall be credited with seniority on the basis of their total previous College seniority prior to termination and such accumulated seniority during the time of such service, providing

such veteran applies for re-employment within ninety (90) days after honorable discharge from military service.

MEMORANDUM OF AGREEMENT

Section 1 - Physical Examinations.

(a) Physical examinations may be required periodically by the College at the expense of the College, during regular working hours and without loss of pay. Should an employee disagree with the results of College physical examination affecting his employment status, such employee may, if he/she so desires, at his expense, submit a certificate of his physical or medical condition from a physician of his choice. It is understood the parties will use only physicians that are members of the American Medical Association.

(b) Employees will be given at least five (5) days prior notice of physical examinations.

Section 2 - Life Insurance.

The College shall continue to provide life insurance for employees in an amount equal to one and one-half (1 1/2) times the employee's annual earnings, rounded to the next higher one thousand dollar (\$1,000) benefit. The minimum coverage shall be twenty thousand dollars (\$20,000.00) per employee and maximum coverage shall be one hundred fifty thousand dollars (\$150,000.00). Such coverage shall also provide accidental death and dismemberment benefits in an amount equal to the face amount of life insurance provided. The term "annual earnings" as used herein shall be defined as the employee's regular straight-time earnings, exclusive of overtime, bonuses, and other forms of additional, compensation and fringe benefits. The total source of contribution to the plan is the Employer.

Section 3 - Disability Insurance.

The College will provide the cost of disability insurance for all regular full-time employees; the insurance takes effect the first day of the month following the completion of thirty (30) days of continuous employment. All eligible employees receive sixty percent (60%) of monthly earnings (rounded to the next higher one dollar (\$1.00) of benefit) to a maximum benefit of three thousand dollars (\$3000.00). Such coverage shall continue with the same benefits in effect immediately prior to the date of this Agreement.

Section 4 – Retirement Plan.

(a) To help protect the employee's future, Meharry Medical College is providing a Retirement Program consisting of two plans: (1) Retirement Income Plan (RIP) which Meharry contributes 5% of salary up to the first \$15,000 of total compensation. (2) Tax Sheltered Annuity Plan (TSA) Meharry contributes 5% of your total compensation greater than \$15,000.

(b) The College agrees to continue retirement benefits through the Meharry Medical College Retirement Income Program (effective July 1, 1984) for all active and full-time employees (1,000 hours or more annually) and who are not eligible to participate in any other Meharry Pension Plan.

Section 5 – Insurance Benefits.

(a) Eligibility

Employees shall become eligible for benefits provided under this article upon completion of their probationary period unless otherwise noted herein.

Employees covered by this agreement must work a minimum of thirty-two (32) hours per week on a regular basis to be eligible for benefits provided under this Article.

(b) Hospitalization and Health Insurance

The Employer shall continue to provide hospitalization and major medical insurance coverage for all regular employees and their covered dependents with the same benefits as were in effect immediately prior to the date of this Agreement. The percentage of the premiums for employees who elect to be covered under this Article may not remain the same for the duration of this Agreement. The college shall pay the portion of the premiums not paid by the employee to cover the cost of such coverage.

ADMINISTRATIVE UNDERSTANDINGS

Section I – Changes in Hours of Work

In the exercise of its right to establish hours to be worked, the College agrees to discuss with the Union prior to implementation of new shift hours and changes in existing shift hours.

Section 2 – New Jobs or Major Changes in Job content.

This will serve to confirm the understanding reached during negotiations with regard to the College's exercise of its right to implement a new job or a major change in job content during the life of the agreement. In such event, the College will discuss the matter with the Union prior to implementation.

Section 3 – Personal Time Off.

The policy in granting personal time off without pay to bargaining unit employees was stated to the Union as follows;

Employees are expected to be at work every day for which they are scheduled; however, it is recognized that on occasion an employee will have a compelling personal reason which require his/her absence from work. Supervision will give careful consideration to a request for personal time off and grant such a request when reasonably possible. It is expected that supervisors will make judgment decisions in granting or denying personal time off to a bargaining unit employee. An employee who desires personal time off should receive permission in advance from his/her supervisor except in case of an emergency. The following reasons are considered as valid in granting such time off:

- (a) Sickness in immediate family when time is needed to make necessary arrangements for care;
- (b) Minimum time necessary to attend a marriage in the immediate family;
- (c) Minimum time necessary to attend the funeral of a close friend or individual not covered in the contract.
- (d) Minimum time necessary for settlement of estates or to serve as a witness in Court; and
- (e) Minimum time necessary to obtain emergency dental work;

Section 4 - Duration of Contract.

The duration of this contract shall be five (5) years and will expire on December 31, 2013, at midnight.

Meharry Medical College/IGUA, LOCAL 138

Wayne J. Riley, M.D., MBA
President and Chief Executive Officer
Meharry Medical College

William Cheairs
President, Local 138

Benjamin Rawlins, JD, MPA
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