

1 year for all police officers covered by the MOU
2 will remain the same as it was -- as it is in the
3 2008-2010 MOU.

4 MR. THORNTON: Can we caucus?

5 MS. GODWIN: I guess you can if you have
6 to.

7 (BRIEF BREAK FOR CAUCUS)

8 MR. THORNTON: Back on the record.

9 COLONEL CLARK: We've got a proposal.

10 MS. GODWIN: A proposal?

11 COLONEL CLARK: Listen to this. Is there
12 anything left after wages? Obviously, term of
13 agreement, right, Article 48?

14 MS. GODWIN: Do I have it? Yeah.

15 COLONEL CLARK: 46 is wages. 48 is term
16 of agreement. I'm going to read it a loud. It's
17 only one sentence, Deborah. You all right?

18 MS. GODWIN: Yeah. I was just looking to
19 see if it's the same as what we had proposed.
20 And it is. Go ahead.

21 COLONEL CLARK: "All articles will become
22 effective July 1st, 2011 and will remain so
23 through June 30th, 2013. Article 46, wages, only
24 shall be reopened in one year for negotiations."

1 Does everybody agree with that part, term
2 part? What I propose is let's take wages for
3 about 15 minutes and set it to the side.

4 MR. WILLIAMS: 46?

5 COLONEL CLARK: 46. I'm sorry. Is the
6 term agreeable?

7 MS. GODWIN: Yeah. The term is
8 agreeable, contingent upon the fact that -- I
9 mean, it's only agreeable -- the language is
10 agreeable. But it's only agreeable if wages are
11 going to stay the same for the next year.

12 COLONEL CLARK: Let's take both of them
13 and set them aside, 46 and 48. Okay?

14 MS. GODWIN: All right.

15 COLONEL CLARK: I'm speaking for Gerald
16 now. But there's -- the City is coming back --
17 we were coming back. They've come off the table.

18 MS. GODWIN: You know, I understand
19 that. And in our previous discussions, we were
20 told that that language might have to be tweaked
21 was the word that was used, not withdrawn, not
22 taken off the table.

23 And I asked in e-mails if you're going to
24 have any language change associated with this

1 tweaking, you need to get them to us. And this
2 is the first we're seeing them today. And I
3 don't like it. I mean, it seems very
4 disingenuous to me, springing this on us today.

5 COLONEL CLARK: One thing that I
6 understand --

7 MS. GODWIN: If this blows up in your
8 face, it's your fault.

9 COLONEL CLARK: One understanding that
10 Gerald did go on the record for, correct, Gerald,
11 even though the layoffs article fell off --

12 MR. THORNTON: Correct.

13 COLONEL CLARK: -- is that if layoffs
14 became necessary, that they would be done
15 seniority preference, last hired back. Correct?

16 MR. THORNTON: Right. Last hired, first
17 fired.

18 COLONEL CLARK: That's what the
19 Association -- if that happened, in a worst case
20 scenario, that's really the only acceptable
21 layoff.

22 MS. GODWIN: And that's City policy. So
23 I would understand that that's what they have to
24 do, anyway. Correct.

1 COLONEL CLARK: As it stands now, there
2 is not a new 55, layoffs --

3 MS. GODWIN: Correct.

4 COLONEL CLARK: -- to be signed off on at
5 the table.

6 Donated leave fell off the table with the
7 understanding that there would be a intent type
8 letter.

9 MS. GODWIN: Right.

10 COLONEL CLARK: I have to ask this
11 question, Gerald. Are we going to sign this as
12 an intent letter?

13 MR. THORNTON. No. It's just a -- an
14 agreement between Quinton Robinson and all the
15 City employees.

16 COLONEL CLARK: SO it is an intent
17 letter, though. Right?

18 MR. THORNTON: It is, of course.

19 COLONEL CLARK: You want me to read it
20 into the record, Debbie?

21 MS. GODWIN: Yes.

22 COLONEL CLARK: March 21st, 2011
23 regarding donated leave policy regarding all
24 employees, city wide policy. This letter -- this

1 letter confirms the City of Memphis's city wide
2 policy.

3 This letter confirms the City of Memphis
4 will create an exploratory committee to review a
5 donated leave policy. The committee will consist
6 of members from human resources, divisional
7 representatives and selected union association
8 members. This committee will examine best
9 practices and study policies of other
10 municipalities.

11 Any donated leave policy created by the
12 City of Memphis will not be division specific.
13 However, the application of the policy would be
14 city wide. Thanks, Quinton Robinson.

15 There's two letters, side letters, that
16 we agreed to. You want to put them in the
17 record, Debbie?

18 MS. GODWIN: We can.

19 COLONEL CLARK: This is a letter from --
20 I need to sign one. What did I do with that? It
21 is signed by the director.

22 This is dated March 24, 2011 to Sergeant
23 James Sewell, president of the Police
24 Association. Sergeant Sewell, once the special

1 events office elects to use the special events
2 overtime list, all reasonable efforts will be
3 made to assign overtime from the special events
4 list on an equitable rotating basis beginning
5 with the last employee offered overtime detail
6 and continuing through the list until it is
7 exhausted and then starting over from the
8 beginning of the list. Signed, Larry A. Godwin,
9 director of Police Services.

10 This is a letter that was negotiated at
11 the table in this year's contract. And it was
12 agreed upon by the director of police services,
13 Larry Godwin, and also we talked about it at the
14 table that in future labor management committee
15 meetings, that we would kind of critique this and
16 try to work things out. Is that agreeable?

17 This is our only copy. I'm assuming
18 that, Chief, you want this to go to MPA.
19 Correct?

20 CHIEF HARVEY: We'll scan it first, and
21 then we'll give it to them.

22 COLONEL CLARK: It's contract day. Is
23 there a copier here we can use?

24 MS. HEASTON: Yes. Well, you know what?

1 HR may be closed now. It's after 5:00.

2 MR. SEWELL: I'll go find out.

3 COLONEL CLARK: At the table, there was a
4 -- there was an agreement J.D. would supply a
5 letter to Police Services identifying the labor
6 management.

7 Let the record reflect we did receive
8 that letter from J.D. It was dated March 1st,
9 2011. It really wasn't part of the contracts. I
10 wouldn't call it part of the contracts. It was
11 just a laundry cleaning up list that the director
12 asked for.

13 And in it, he named Mike Williams, J.D.
14 Sewell Shannon Polland and -- what's your name?
15 Herbison.

16 The last thing was a side letter that was
17 agreed upon at the table, bid waiver for
18 undercover officers, unit officers. I'll read
19 this, if you want, or you can just review it.
20 And both sides signed it.

21 It's the letter that we talked about.
22 It's long. I don't think it will make sense
23 talking about the attachments.

24 We have one that's been signed by the

1 chief here and the director. I'm sure y'all have
2 old language. If you don't, here's what I
3 scanned and sent you. And Esica, that's the copy
4 that the director initialed off on that I sent
5 y'all by e-mail.

6 MS. GODWIN: My understanding was that
7 this -- all of this was an all or nothing deal.
8 Am I right?

9 COLONEL CLARK: Okay. For clarification,
10 now, on some of these, and those are the ones
11 we're talking about right now at the table, we
12 agreed that they were tentative at the table by
13 the two teams, but it had to have approval of the
14 Mayor.

15 I mean, these articles -- if we're
16 talking about 46 and 48, you know, that's out of
17 me and Chief Harvey's ballpark. You know,
18 that's -- we pretty much conceded to that at the
19 table.

20 MS. GODWIN: Well, we would have to in
21 order -- I mean, you know, potentially we could
22 agree to language changes and still not agree
23 to --

24 COLONEL CLARK: Can we go off the record,

1 Gerald?

2 MR. THORNTON: Let's get these other two
3 letters into the record, and then we'll go off
4 the record.

5 There's two more: Communicable disease
6 policy --

7 COLONEL CLARK: Oh, okay.

8 MR. THORNTON: A lot of the Associations
9 have asked for this, especially Fire, in that
10 they come in contact with different diseases,
11 tetanus and the like.

12 And in a nutshell what it says is, if AN
13 employee comes into contact with one of these
14 diseases listed or any other unnamed disease,
15 that the City of Memphis would actually test
16 these individuals and provide them with various
17 benefits, officers, when they get stuck with a
18 needle and someone who reports he's been stuck
19 with a needle.

20 Therefore, the City should start testing
21 and taking care of that individual, and he should
22 not lose his personal time. Are you all okay
23 with that?

24 And donated leave policy --

1 COLONEL CLARK: I read that one.

2 MR. THORNTON: All right. Just one
3 letter.

4 COLONEL CLARK: Are y'all prepared on the
5 UC letter to sign off?

6 MS. GODWIN: No. We'll have -- I mean,
7 as to the language, I wouldn't have a problem
8 with it. That's what we agreed to.

9 But to me, this was all a package deal.
10 And if they don't agree to keep the wages for one
11 year and they can come back and take them back, I
12 don't know that we've got -- I don't know that
13 we've agreed to anything.

14 COLONEL CLARK: Okay. I want -- I want
15 to say something to that. Because I want to -- I
16 want to counter a little bit with that.

17 MS. GODWIN: I mean --

18 COLONEL CLARK: What was in our part, I'm
19 talking about me and Chief Harvey from our side,
20 obviously, we went into this contract negotiation
21 knowing that we as the department never have
22 anything to do with wages. Y'all -- you
23 understand that.

24 MS. GODWIN: I do.

1 COLONEL CLARK: Okay.

2 MS. GODWIN: I do.

3 COLONEL CLARK: And we made a huge amount
4 of language change.

5 MS. GODWIN: I totally agree.

6 COLONEL CLARK: And being an employee of
7 this department, I really kind of feel like I'm
8 on a wall. Because I'd like to say something on
9 this side and that side on wages. Okay?

10 And all this was, you know, pretty good
11 changes for disciplinary, overall effective
12 officers, four days' notice, a complete review of
13 a file in a timely fashion, disciplinary records
14 sealed and not reviewed until sustained.

15 And so if you're saying -- are you saying
16 you're not willing to sign the last letter of
17 intent until --

18 MS. GODWIN: I'm saying all of our
19 changes where we went into these discussions with
20 the very distinct understanding that it was all
21 contingent upon an extension of the agreement for
22 two years, all language and a wage reopener in
23 one year with the wages not to be changed for
24 this year. And if that is not the case, that the

1 City thinks it can come back and cut wages in
2 this next year, then we've got to go back and
3 rethink this. And I'm not prepared --

4 MR. THORNTON: For the record, I've got
5 Antonio Adams explaining to the HR director your
6 concerns. And so hopefully, he'll come back in
7 sometime soon.

8 I understand what you're saying. I'm not
9 disagreeing with you on that.

10 MS. GODWIN: Well, if your intent is --

11 MR. THORNTON: It is not. I'm just
12 waiting to hear from Quinton.

13 COLONEL CLARK: Can we go off the record?

14 MR. THORNTON: Yes.

15 (Whereupon, a brief discussion was held
16 off the record.)

17 COLONEL CLARK: Gerald, we're going back
18 on the record, and Debbie, we're going back on
19 the record talking about Article 46.

20 And for the record, at the beginning of
21 this, Gerald said -- I spoke to him. Unless
22 otherwise corrected, so that's how I'm going to
23 proceed. Right, Gerald?

24 MR. THORNTON: Correct. Go ahead.

1 COLONEL CLARK: As far as Article 46, I'm
2 going to read it again, the proposed language of
3 the City of Memphis. "Effective July 1st, 2011
4 through June 30th, 2012, the current wages rates
5 of employees covered by the agreement will be
6 increased by zero percent. Effective July 1st,
7 2012 through June 30th, 2013, by February 1st,
8 2012, either party must request to reopen the
9 wage article for negotiations. The negotiations
10 will be conducted in accordance with the impasse
11 ordinance."

12 For the record, zero means zero. It
13 doesn't mean decrease. It doesn't mean
14 increase.

15 Looking into the future comments were
16 made on the -- on the City's side. There's
17 nothing in this proposal that -- in other words,
18 there's not -- we're not -- the City is not
19 trying to pull the wool over your eyes. This
20 means there's no proposed decreases, there's no
21 proposed increases for those in the Memphis
22 Police Services Association.

23 MS. GODWIN: It means that the wage rates
24 that are set forth in the 2008 to 2010 MOU will

1 remain the same for the next year. Is that
2 correct?

3 COLONEL CLARK: Yes. Until renegotiated
4 next year on a date that -- now, it does say --
5 there is one thing different. It says that
6 either side has to ask for them to be open.
7 Y'all are free to talk about it.

8 MS. GODWIN: I certainly do.

9 COLONEL CLARK: So once y'all ask for
10 them to be open, the City will come back to the
11 table with the Memphis Police Association and
12 negotiate any new wages beginning July 1st of
13 2012.

14 MR. THORNTON: True.

15 COLONEL CLARK: Right, Gerald?

16 MS. GODWIN: That was Mr. Thornton that
17 said the words, that's correct?

18 MR. THORNTON: True.

19 MS. GODWIN: Is that correct,
20 Mr. Thornton?

21 MR. THORNTON: True. That's correct.

22 COLONEL CLARK: Is the Association
23 prepared to sign off this language now -- and for
24 the record, the previous one that was signed --