



CITY COUNCIL
ATLANTA, GEORGIA

05-R-1208

A RESOLUTION BY

Councilmembers Debi Starnes, Jim Maddox, Ceasar C. Mitchell,
Carla Smith, C. T. Martin, and Clela Winslow

05-R-

A RESOLUTION REQUESTING APPROVAL OF THE MEMORANDUM
OF UNDERSTANDING BETWEEN THE MAYOR AND THE
PROFESSIONAL ASSOCIATION OF CITY EMPLOYEES - ATLANTA
(PACE) LOCAL R5-50; AND FOR OTHER PURPOSES.

WHEREAS, PACE Local R5-50 is an employee organization recognized by the City of Atlanta;
and

WHEREAS, There is no current Memorandum of Understanding between the Mayor and
PACE; and

WHEREAS, The Mayor and PACE have met and conferred in accordance with City of Atlanta
Code; and

WHEREAS, The Mayor and PACE have reached a consensus embodied in a written
Memorandum of Understanding; and

WHEREAS, The Memorandum of Understanding is subject to City Council approval.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
ATLANTA, GEORGIA, as follows:

SECTION 1: That the Council of the City of Atlanta approves the Memorandum of
Understanding (MOU) between the Mayor and the Professional Association of City Employees
(PACE) Local R5-50.

SECTION 2: That said MOU shall be in effect for a period of one year.

A true copy,

Rhonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

June 20, 2005
June 23, 2005



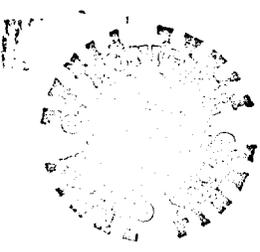
MEMORANDUM OF UNDERSTANDING

between

**THE MAYOR OF THE
CITY OF ATLANTA**

and

**THE PROFESSIONAL ASSOCIATION OF
CITY EMPLOYEES - ATLANTA
(PACE - ATLANTA)
LOCAL R5-50**



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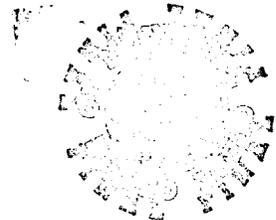
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Preamble

This Memorandum of Understanding is entered into by the Mayor of the City of Atlanta, Shirley Franklin, hereinafter referred to as the Mayor, and the Professional Association of City Employees – Atlanta, local R5-50 (henceforth referred to as ‘the Union’), a Division of the National Association of Government Employees (NAGE), an affiliate of the Service Employees International Union (SEIU), AFL/CIO, pursuant to Section 114-505 of the Code of Ordinances.

Purpose. This Memorandum of Understanding (“MOU”) is designed to promote harmonious relations, cooperation, and understanding between the Mayor, the Union and the covered employees. The MOU serves to ensure the well-being and continuous development of employees and the efficient operation of the departments in which they are employed; establishes and maintains an understanding relative to personnel policies, practices and procedures involving wages, hours, and other conditions of employment; and, provides a means for amicable discussion and reconciliation on matters of mutual interest. The fundamental precept is to cultivate a stronger partnership through Meet & Confer Sessions and discussions, thereby elevating the level of participation by the Union as we work together to improve the delivery of quality customer service to Atlanta’s citizens.



CHAPTER I
RECOGNITION OF PARTIES AND AUTHORITY

General Provisions. The Union has been approved and recognized, in accordance with the dues authorization card provisions set forth in the City Code of Ordinances (hereinafter referred to as “Code” or “Ordinances”), Chapter 114, Sec. 114-28, Deduction of labor organization dues from salaries. The Mayor or her designee recognizes the Union and its designated stewards, executive board and representatives, whether local or international.

Community of Interest. The Union represents certain professional, technical, and administrative employees holding certain job classifications in pay grade 24 and down, in various departments of the City of Atlanta. An itemized list of the job classifications represented by the Union ordered by departments is attached hereto as Exhibit “A.” The aforementioned employees share a community of interest with respect to hours of work, wages and other terms and conditions of employment. This description of the community of interest represented by the Union is not intended to prevent the Union from continuing to organize employees in departments or job classifications not listed.

The Union may enlarge its community of interest by submitting additional authorization for dues deduction cards at any time for individuals in the classifications listed on Exhibit “A.” The Union may also submit authorization for dues deduction cards at any time for any classification not listed on Exhibit “A” if it submits cards for 50% plus 1 of the employees in that classification in that department.

Regular Meetings. During the term of this MOU, the Mayor or her designee shall engage in periodic discussions with the Union (or when either party requests such) regarding legislative changes to hours of work, wages and other terms and conditions of employment, where possible, prior to submission of relevant legislation to the City Council. If the legislative changes are not submitted to the Union for discussion prior to submission to the City Council it will be discussed prior to consideration by the full City Council. The discussions shall be governed by applicable city, state and federal law.

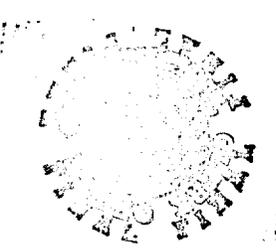
Training of Managers. The Mayor or her designee will provide training to managers and employees regarding the articles set forth in this MOU to promote a harmonious work environment.



Performance Evaluation System.

The Mayor or her designee shall also ensure that the Union is afforded the opportunity to participate in the Performance Evaluation System set forth by the executive branch of government.

- **Executive Authority.** This MOU is entered into by the Mayor of the City of Atlanta in her capacity as head of the executive branch, and the provisions of Code Section 114-505(b). Notwithstanding the provisions of this Memorandum, the Mayor expressly retains and reserves all authority granted her by the City of Atlanta Charter and Code of Ordinances.



CHAPTER II
ADMINISTRATION OF UNDERSTANDING

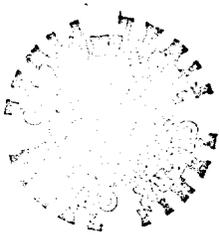
Preservation of Chapters. Should any chapter, section or portion of this MOU be found in conflict with federal, state or local laws, such findings shall apply only to the specific article, section or portion involved and shall not invalidate the remaining portions of the MOU. This MOU is not designed to serve as a collective bargaining agreement.

Notice, Formal and Informal. Any formal notice to be given pursuant to this MOU to the Mayor or her designee shall be given to the Commissioner, Department of Human Resources (DHR) in writing, by certified mail. Any formal notice to be given to the Union shall be in writing, by certified mail, addressed to the Professional Association of City Employees, AFL-CIO, 581 Simpson St. NW, Atlanta, GA 30314. Unless formal notice is specified, informal notice, by delivering a written document in person or by regular mail to the persons specified in the previous paragraph, will suffice.

Duration of Understanding. The provisions of this MOU shall remain in full force and effect for a period of one (1) year. See Code Sec. 114-505(b).

Civil Service Code and Labor Relations Code. The Mayor or her designee, the Union and other employees shall follow all employer/employee guidelines set forth in Chapter 114 of the Code of Ordinances of the City of Atlanta. The City shall make available copies of the Civil Service Code and the Labor Relations Code to all employees, upon request.

Civil Service Board. The Union will submit names of candidates for Hearing Officer positions to the Mayor. In filling vacancies on the Civil Service Board, the Mayor will consider candidates recommended by the Union.



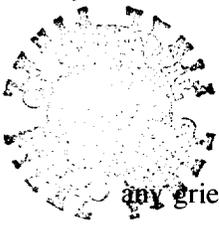
CHAPTER III **UNION STEWARDS AND REPRESENTATION**

Access by Union to City Property. Union staff representatives shall be admitted to the buildings and grounds of the City during working hours for the purpose of assisting in the resolution of grievances, and the conducting of other Union business, except Union solicitation and Union meetings, or Union activities which would disrupt the normal work schedule. Meetings with all employees assigned to a particular area may be requested by the Union Representative or Chapter Chairperson and held on City property during work hours upon prior notification and approval of the Commissioner of the affected department and the HR Commissioner or their respective designees, which permission shall not be unreasonably withheld. No employee shall be required to attend any such meeting.

Designation of Union Representatives. The Union shall notify the HR Commissioner within five (5) days of the designation of changes for Union Stewards and Chapter Officers. A written list of Union Stewards and Chapter Officers shall be furnished to the HR Commissioner within ten (10) days after their designation.

Release Time. Five (5) Union Executive Board members (President, 1st Vice President, 2nd Vice President, Secretary, and Under Secretary) may be released from duty for the purpose of administering this MOU, at the discretion of the appointing authority. These designated individuals shall be compensated at their usual rate of pay during the release time. A maximum of twenty (20) calendar days total per year may be permitted, to be apportioned among the designated individuals by the Union. Following each day used for release time, the released individual shall submit a report, in a format to be determined by DHR, accounting for the usage of the time and detailing any findings and recommended actions. Copies of the report shall be sent to the appropriate department head and the HR Commissioner.

Compensation for Union Representatives for Union-Related Work. The appropriate Union Stewards or Executive Board members may be granted reasonable paid time off during working hours to investigate employee concerns and grievances during the grievance or disciplinary process or to meet and confer with the HR Commissioner, upon giving notice and receiving approval by his/her supervisor, which approval may not be unreasonably withheld. All investigative work must be conducted prior to



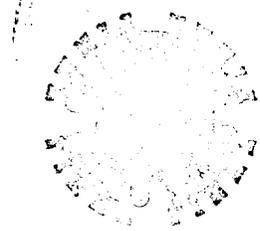
any grievance meeting. The Union Steward or Executive Board member, the aggrieved employee and required witnesses shall be granted reasonable paid time off during working hours to meet with the appropriate person at each step in the grievance process.

• **Right to Union Representation.** Pursuant to section 114-522 of the Code of Ordinances, classified employees shall have the right of representation at all stages of the grievance procedure, including during any investigatory interview of the employee that could reasonably lead to disciplinary action. After a request for representation, a reasonable amount of time must be afforded the employee to secure his/her representative. For the purpose of this article, a reasonable amount of time to obtain representation will be two (2) hours for incidents that could lead to alcohol/drug tests or emergency situations. In all other cases, a reasonable amount of time will be up to eight (8) hours.

Compensation for Witnesses. If an employee appellant/grievant or witness is required by the City or as a witness for the employee to come in when he/she is not scheduled to work in order to attend the grievance meeting, or appeal hearing, the employee shall be compensated in the manner provided by City ordinance. See Code Section 114-550 (4).

Presence at Employee Orientations. The Union may attend all new employee orientations, make a brief presentation about the benefits of membership in the Union, and distribute literature promoting membership in the Union.

Grievance Process, Discipline and Appeals. The Labor-Management Relations Ordinance of the City of Atlanta [Section 114-501 to 575] shall govern the grievance, discipline, and appeals process. The Mayor or her designee may engage in periodic discussions with the Union regarding legislative changes to the City's Labor Relations Code and Civil Service Code. All parties must strictly adhere to the time frames and chain of command for responding to grievances set forth in the Code.



CHAPTER IV
UNION OPERATION

Bulletin Boards. The City shall provide reasonable bulletin board space where notices of official Union matters may be posted by Union representatives. Bulletin boards shall be in conspicuous places and accessible to Union officials. The Union is encouraged to work with the City in disseminating applicable City policies to its members and other City employees.

Payroll Deduction of Union Dues. Eligible permanent employees (non-probationary) of the City of Atlanta may authorize payroll deductions for the purpose of paying Union dues. No authorization shall be allowed for the payment of initiation fees, assessments or fines. A form, which is mutually acceptable to the City and the Union, shall be used by each employee to authorize deductions for Union dues. Any such form shall provide for its revocation by the employee without penalty during the months of January and July of each year upon written notice to the Chief Financial Officer and Union Treasurer. The City shall notify the Union within a reasonable period of time following receipt of such revocation(s) of all individuals who have terminated their authorization for dues deduction.

Increase in Dues. In the event Union members vote to increase Union dues, the Union shall notify the City's Chief Financial Officer at least thirty (30) days prior to the effective date of the dues increase. The dues shall be deducted in an amount certified by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union by the tenth (10th) day after payroll. In addition, the City will submit monthly to the Union a listing of all new eligible employees within the community of interest. The Union will indemnify, and hold the City harmless against any claims made or any suits instituted against the City resulting from payroll deduction of Union dues. The Union agrees to refund to the City any amounts paid to it in error through payroll deduction upon presentation of proper evidence thereof.

Eligibility for Dues Deduction. The HR Commissioner and the Union will together determine which classifications in the eligible Departments, Bureaus and Offices will be eligible for dues deduction. When a position is reclassified, dues deduction will be automatically continued unless the HR



Commissioner and the Union determine that the classification is no longer eligible for dues deduction.

An "Authorization For Payroll Deduction" form appears at the conclusion of this chapter.

Certification as an Employee Organization. The Mayor agrees to support legislation that will amend the City of Atlanta Labor Relations Ordinance Sec. 114-28 substantially as follows:

Any organization recognized as an employee organization as defined by subsection (c) of this section shall, not later than September 1 every four years in odd-numbered years , submit to the chief financial officer authorization cards signed by at least 50 percent, plus one of the total number of eligible employees in its defined community of interest.

Job Action. In accordance with state law and the City ordinance governing the payroll deduction of dues, the Union shall not engage in, encourage, or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this MOU. Violation of this provision will be considered a material breach and will negate every provision of this MOU. The Union shall take whatever lawful steps necessary to prevent any interruption of work in violation of this MOU. The Mayor and the Union recognize that all matters of controversy coming within the scope of this MOU shall be settled by procedures established in the MOU.



AUTHORIZATION FOR PAYROLL DEDUCTION

City of Atlanta, Georgia

By: _____
(Please Print) Last Name-First Name Initial

Dept: _____

Address: _____

Phone: _____

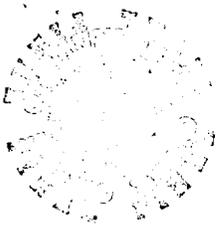
Street City Zip

I, the undersigned, hereby designate the Professional Association of City Employees (PACE), an affiliate of the National Association of Government Employees, AFL-CIO, as my duly chosen and authorized representative on matters relating to my employment. I further request and authorize the deduction from my earnings each payroll period an amount sufficient to provide for the regular payment of the current rate of monthly Union dues established by the PACE Local Union. The amount shall be so certified. The amount deducted shall be paid to the Local Union Treasurer of PACE. I understand that I may revoke this authorization during the months of January and July by written notice to the Chief Financial Officer and to PACE.

Social Security No. _____

Signed: _____

Date: _____



CHAPTER V **TERMS AND CONDITIONS OF EMPLOYMENT**

Overtime and Compensatory Time. Overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA).

Overtime. Overtime shall not be compulsory or mandatory except in the case of emergencies or the inability to recruit sufficient employees willing to voluntarily work overtime. In those cases, rotation rosters will be compiled and posted to determine which employees will work mandatory or compulsory overtime. Those selected will be given 24 -hour notice when possible. In cases of immediate emergency as required to maintain an acceptable level of service to citizens, no employee shall refuse to work mandated overtime.

Overtime to be Offered Equally within Classification/Area. Overtime, to the extent practicable, shall be offered so that employees in the same classification and the same area shall have an equal opportunity to accept or decline overtime. A system of rotation will be established and the departmental specifics discussed with and agreed to by the parties prior to implementation.

Compensatory Time for Non-Exempt Employees. Employees nonexempt from FLSA may be given compensatory time off in lieu of overtime pay at the same overtime rate to which the employee is entitled, provided there is an agreement or understanding with the employee to do so before overtime is performed.

Usage of Compensatory Time by Non-Exempt Employees. Each employee must use all compensatory time accrued by the end of the calendar year in which the time was earned. Except when work emergencies prevent the use of properly requested and approved leave, such leave may, with the request of the department head and the approval of the HR Commissioner, be used in the following calendar year. Request for compensatory time will not be unreasonably denied and will not be denied to avoid the payment of overtime. Under no circumstances will an employee with accrued compensatory time lose



that time. Any employee who reaches the maximum accrual of compensatory time and is not permitted to carry it over will be paid for the time.

Maximum Accrual of Compensatory Time. All non-exempt employees can accrue a maximum of 160 hours of compensatory time.

Reporting and Call Back Pay. The parties will explore budgeting for reporting and call back pay in the next budget cycle as follows: “Employees required to report to work prior to their regularly scheduled time or who are called back to perform a task after completion of their regular shift shall be paid in accordance with FLSA and appropriate state and City regulations. Reporting and call back pay shall equal a minimum of four hours pay at the employee’s regular rate of pay.”

Inclement Weather. Inclement weather is defined as extreme conditions of heat, cold, snow, ice, rain and high winds, or combination of the above, in the opinion of the Appointing Authority or his/her designee. Inclement weather would result in conditions that are detrimental to the health, safety and welfare of the employees in performing their normal duties and responsibilities and would prevent or curtail performance of these duties. Employees whose duties require them to work outside during inclement weather shall be assigned duties inside or shall be allowed to seek safe shelter inside until such inclement weather conditions improve. If an employee is required to work outside in inclement weather, safety precautions shall be taken to include the use of proper equipment.

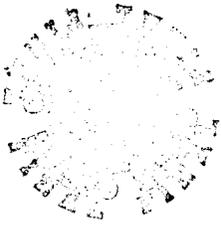
Working Conditions. Working conditions including, but not limited to, sick leave, injury on duty, leave of absence, hours of work, overtime and all other working conditions shall be governed by City ordinances and Civil Service Rules and Regulations.

Seniority used in the context of designated vacation periods shall be determined by length of service within the department. Code Section 114-415(2). Seniority with regard to accumulation of vacation time or calculations of retention points during a reduction in force shall be determined by length of service in City employment. Seniority and an employee’s most recent performance evaluation rating are the factors used to calculate retention points.



CHAPTER VI
CONTRACTING AND SUBCONTRACTING

No Subcontracting Permitted Absent Financial Emergency. During the term of this MOU, the Mayor will not propose to contract out or to subcontract the work now being performed by present employees covered by this MOU, without first discussing the impact of such proposal with the Union.



CHAPTER VII **LEAVE BENEFITS**

Annual Leave. Employees shall be granted annual leave in accordance with the following schedule:

<u>Years of continuous Service</u>	<u>Days/Hours Accrued</u>	<u>Maximum Accrual (Carry Over)</u>
0 to 5 Years	12 Days/ 96 Hours	25 Days/ 200 Hours
5 to 10 Years	15 Days/ 120 Hours	25 Days/ 200 Hours
10 to 15 Years	18 Days/ 144 Hours	35 Days/ 280 Hours
15 to 20 Years	21 Days/ 168 Hours	35 Days/ 280 Hours
20 Years & Up	25 Days/ 200 Hours	45 Days/ 360 Hours

Rate of Pay for Annual Leave. The rate of pay for annual leave shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period, but will not include shift differential pay.

Seniority and Classification Determines Leave. The employer will determine the number of employees on annual leave in a given week to assure orderly operation of the respective divisions, facilities, and functions. Within these parameters annual leave will be granted as far as possible in advance in accordance with employee preference and in line with departmental seniority and employee classification.

Posting of Vacation Schedule. A vacation schedule shall be posted no later than the 1st week of each year in order to permit employees to express their choice of annual leave days by February 1st. The schedule shall contain the number of employees who can take annual leave on the same day and each employee's annual leave approval shall be posted no later than February 15th. After February 15,



additional vacation days will be approved on a first come, first served basis. Failure of the City to strictly comply with these provisions will not be grounds for a grievance.

Advance Pay for Annual Leave. An employee may receive advance pay two (2) working days prior to the employee's regular payday if the annual leave is for five (5) continuous working days or more. The employee must apply in person for the pay to their department head at least two weeks prior to taking annual leave.

Sick Leave. Employees in permanent, full-time status earn 13 days of sick leave each year. Maximum accumulation of sick leave is unlimited. Sick leave may not be used in units of less than two hours. Absences of three (3) or more consecutive days for illness may require a doctor's excuse.

Eligibility for Sick leave. Employees eligible for sick leave with pay shall be granted such leave by the Department head for the following reasons: personal illness, injury, or disability; consultation or treatment for personal medical, dental, chiropractic, or optical conditions; exposure to a contagious disease that would endanger others; reasons of maternity; or death or illness of a member of an employee's family, as defined by the Code, that requires the employee's personal care and attendance. An employee's Bureau Director or Department Head may require verification of a death or illness. Such verification must be submitted in a reasonable time frame.

Advancement of Sick Leave. In case of emergency, employees who, because of protracted illness, have used all accumulated sick leave and annual leave, may be advanced sick leave upon the recommendation of the HR Commissioner and/or the approval of the Chief Financial Officer.

Holidays. The following days shall be recognized and observed as paid holidays during the term of the MOU: New Year's Day (January 1), Martin Luther King's Birthday (Third Monday in January), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Veterans Day (November 11), Thanksgiving (Fourth Thursday and Friday in November), and Christmas Day (December 25).



Premium Pay for Work on Holidays. Employees assigned to work on a given holiday shall be paid in accordance with Code Section 114-414.

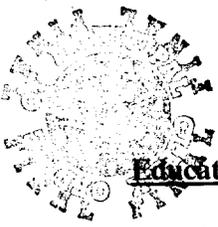
Family and Medical Leave. Classified, unclassified and temporary employees, who have worked at the city for at least twelve (12) months and have provided at least twelve hundred and fifty (1,250) hours of service during the twelve (12) months before the date leave is to begin, shall be entitled to take family and medical leave.

Usage of Family and Medical Leave. Eligible employees may take up to a total of twelve (12) weeks of leave during any twelve (12) month period for one or more of the following reasons: the birth of a child; the placement of a child with the employee for adoption or foster care; the care of the employee's spouse, son, daughter, or parent who has a serious health condition; or a serious health condition that makes the employee unable to perform the essential functions of the employee's position. Family medical leave can be a combination of annual leave, sick leave, and leave without pay. Non-exempt employees may request to use compensatory time for family medical leave.

Return from Family and Medical Leave. This entitlement guarantees that the employee who takes family medical leave has the same job or a job with equivalent status and pay when he/she returns from leave. The City will continue an employee's health benefit coverage during the leave period with the employee remaining responsible for his/her share of the premium. An employee who fails to return from Family Medical Leave will be responsible for the City's portion of insurance premiums for the period of the leave.

Application for Family and Medical Leave. Employees wishing to apply for family medical leave should contact the DHR.

Maternity Leave. Maternity leave shall be defined as a period of approved absence because of incapacity relating to pregnancy and confinement. Maternity leave may be charged to sick leave or any combination of sick leave, annual leave and leave without pay at the employee's option.



Educational Leave. Educational Leave is granted to permanent full-time employees only when it does not adversely affect City services. City employees will continue to be allowed to participate in the Georgia State University Education Benefit Program. The city agrees to permit city employees to attend Georgia State University without the cost of tuition. Union Stewards receiving Union-sponsored training may request an educational leave of absence. The leave of absence must be approved by the appointing authority within the Department.

Military Leave. Any employee who, in order to perform military service, has left or leaves a position in the service of the city, other than a temporary position, and who: receives a certificate of completion of military service; is still qualified to perform the duties of such position; and makes application for re-employment within 90 days after such person has been relieved from such service shall be restored to such position or to a position with like seniority, status and pay, unless the circumstances of the city have so changed as to make it impossible or unreasonable to do so.

Civil Leave. An employee shall be entitled to time off with pay when performing jury duty or when subpoenaed to appear before any public body or commission.

Leave of Absence Without Pay. Leave of Absence without pay may be granted to permanent employees by the department head, upon notification to the HR Commissioner, for a period not to exceed one (1) year pursuant to Section 114-422 of the Code.

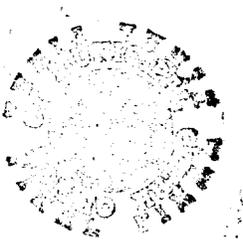
Other Provisions. Failure to return at the expiration of approved leave shall be considered as absence without leave. All other provisions are governed by applicable provisions of the Code.



CHAPTER VIII **DISPARATE TREATMENT PROHIBITED**

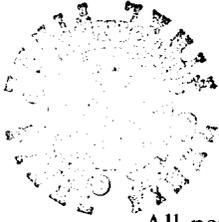
No Discrimination. The Union and the Mayor agree, in accordance with applicable city, state and federal laws, that no employee shall be discriminated against, harassed or discharged because of Union membership, race, sex, age, national origin, marital status, sexual orientation, religion, political affiliation or physical disability. The term "employee" used in this MOU refers to both female and male.

Union Membership Voluntary. This MOU cannot be construed to require an employee to join the Union or any other employee organization. Neither the Union nor the City shall coerce any employee in the exercise of the right to join or not join the Union. The executive branch of government, its supervisors, the Union, or any other person in authority shall not coerce, intimidate, harass or in any other manner discriminate against any employee who exercises the right to join, not join, or continue membership in the Union. (See Atlanta City Code Sec. 114-504)



CHAPTER IX
DRUG ABUSE AND REHABILITATION PROGRAM

The Alcohol and Drug Abuse Rehabilitation Program shall be adhered to as prescribed by the Substance Abuse Policy in Sections 114-566 through 575 of the Code of Ordinances of the City of Atlanta.



CHAPTER X
RETIREMENT

All permanent employees of the City, except those who are required to or have chosen to be part of the defined contribution plan, and except sworn police and fire personnel, participate in the General Employees' Pension Plan. The benefit formula is as follows:

$$2\% \quad \times \quad \text{Years of Service} \quad \times \quad \text{Average Monthly Salary} \\ \text{(highest three consecutive years).}$$

Retirement options include:

Normal Retirement	Age 60 with 15 years of service
Early Retirement	15 years of service (benefit reduced depending upon age at retirement).

Employees may also vest their pension after at least five years of service and termination of employment. Under this option, they will receive a pension benefit in accordance with the terms of the pension plan starting at age 60, provided the employee's pension contributions are maintained in the fund. Employees who do not retire are eligible for a refund of their contributions plus 5 percent interest per annum, upon leaving employment. The Employee's percentage contribution to the General Employees' Pension Plan will not increase over the term of this agreement. The parties agree that they will work together to determine the feasibility and will make every effort to increase the percentage by which the benefit is determined. This MOU is designed to be consistent with existing City of Atlanta ordinances, state and federal law that now or hereafter may designate the retirement benefits of covered employees. It is the intention of the Mayor and the Union to undertake no action relative to pension benefits that is in conflict with recommendations of the Pension Technical Advisory Committee.

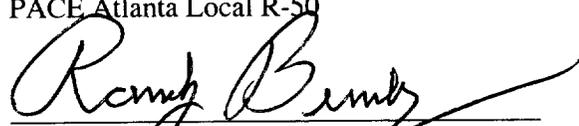
IN WITNESS WHEREOF, the parties agree and affix their signatures below on this 9th day
of JUNE, 2005.

FOR THE:

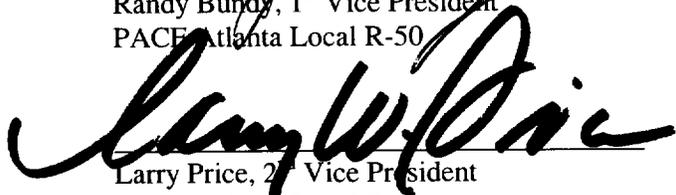
PROFESSIONAL ASSOCIATION OF
CITY EMPLOYEES (P.A.C.E. ATLANTA), AFL-CIO
LOCAL R-50



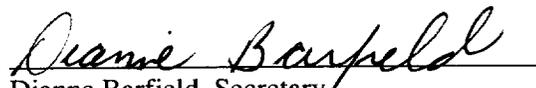
Marcia Thornton, President
PACE Atlanta Local R-50



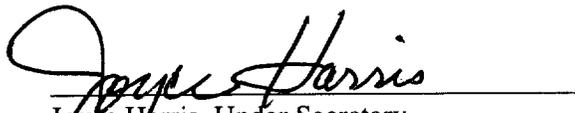
Randy Bundy, 1st Vice President
PACE Atlanta Local R-50



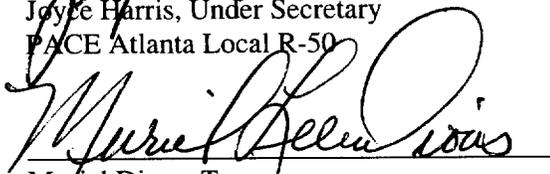
Larry Price, 2nd Vice President
PACE Atlanta Local R-50



Dianne Barfield, Secretary
PACE Atlanta Local R-50



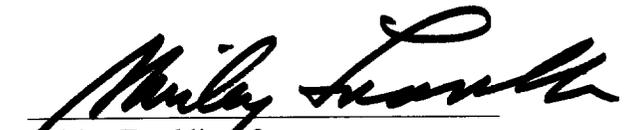
Joyce Harris, Under Secretary
PACE Atlanta Local R-50



Murial Diou, Treasurer
PACE Atlanta Local R-50

FOR THE:

CITY OF ATLANTA



Shirley Franklin, Mayor
City of Atlanta



Lynnette Young, Chief Operating Officer
City of Atlanta



Benita C. Ransom, Commissioner
Department of Human Resources

EXHIBIT A
P.A.C.E. ATLANTA CLASSIFICATIONS

JOB CODE	GRADE	JOB TITLE	DEPARTMENT
311042	21	ACCOUNTANT SR	EXECUTIVE OFFICES
311076	11	ACCOUNTING TECHNICIAN, SR	EXECUTIVE OFFICES
314010	21	ADMIN ANALYST SR	EXECUTIVE OFFICES
314006	17	ADMINISTRATIVE ANALYST	EXECUTIVE OFFICES
314002	11	ADMINISTRATIVE ASST	EXECUTIVE OFFICES
314008	13	ADMINISTRATIVE ASST, SR	EXECUTIVE OFFICES
122003	9	CUSTOMER SERVICE REP, SR	EXECUTIVE OFFICES
314045	13	HOMELESS SERVICES SPEC	EXECUTIVE OFFICES
531007	21	INFO TECHNOLOGY ANALY, SR	EXECUTIVE OFFICES
311082	24	MANAGEMENT ANALYSIS MGR	EXECUTIVE OFFICES
314023	7	MICROFILM TECH (D)	EXECUTIVE OFFICES
314025	7	MICROFILM TECH PRIN (D)	EXECUTIVE OFFICES
314024	7	MICROFILM TECH SR (D)	EXECUTIVE OFFICES
314003	15	OFFICE MANAGER	EXECUTIVE OFFICES
314039	21	RECORDS MANAGER	EXECUTIVE OFFICES
314035	17	SOCIAL PROJECTS SPEC	EXECUTIVE OFFICES
311042	21	ACCOUNTANT SR	FINANCE
311090	13	ACCOUNTING SPECIALIST	FINANCE
311076	11	ACCOUNTING TECHNICIAN, SR	FINANCE
314006	17	ADMINISTRATIVE ANALYST	FINANCE
314002	11	ADMINISTRATIVE ASST	FINANCE
314008	13	ADMINISTRATIVE ASST, SR	FINANCE
311093	21	BENEFITS ANALYST SR	FINANCE
311094	15	BENEFITS COUNSELOR SR	FINANCE
311029	21	BUDGET ANALYST SR	FINANCE
311075	9	CASH COLLECTION TECH	FINANCE
311073	9	CONTRACTS TECHNICIAN	FINANCE
122003	9	CUSTOMER SERVICE REP, SR	FINANCE
121020	13	FINANCIAL COLLECTOR SUPV	FINANCE
311064	15	FINANCIAL SRVS SUPV	FINANCE
311088	19	FINANCIAL SERVS SUPERVISOR SR	FINANCE
311057	21	GRANTS MGMT ANALYST	FINANCE
311085	24	GRANTS MGMT, ASST MANAGER	FINANCE
531014	23	IT ENGINEER	FINANCE
311089	17	LICENSE CODES COMPL INVEST, SR	FINANCE
312160	21	OCCUPATIONAL SAFETY ADMIN	FINANCE
314003	15	OFFICE MANAGER	FINANCE
311055	17	REVENUE COLLECTION SUPV	FINANCE
311081	21	TAX AND REVENUE ANALYST, SR	FINANCE
311076	11	ACCOUNTING TECHNICIAN, SR	FIRE
314002	11	ADMINISTRATIVE ASST	FIRE
316003	11	DEPARTL HR TECH SR	FIRE
233004	16	ELECTRICIAN SUPV (D)	FIRE
411019	9	FIRE COMMUN DISP (D)	FIRE
411029	9	FIRE EQUIP SER TECH (D)	FIRE
411010	11	FIRE EQUIP SER TECH SR(D)	FIRE
411002	11	FIRE SAF EDUC SPECI SR	FIRE
411003	11	FIRE SAF SPECI SR	FIRE
316038	15	HR COORDINATOR	FIRE
531014	23	INFORMATION TECH ENGINEER	FIRE
211003	18	MAINT SUPT	FIRE

EXHIBIT A
P.A.C.E. ATLANTA CLASSIFICATIONS

318006	18 PUBLIC AFFAIRS OFFICER	FIRE
311042	21 ACCOUNTANT SR	NON DEPTL
314002	11 ADMINISTRATIVE ASST	NON DEPTL
314003	15 OFFICE MANAGER	NON DEPTL
311076	11 ACCOUNTING TECHNICIAN, SR	P&CD
314006	17 ADMINISTRATIVE ANALYST	P&CD
314002	11 ADMINISTRATIVE ASST	P&CD
314008	13 ADMINISTRATIVE ASST, SR	P&CD
811036	16 ARBORIST	P&CD
811044	21 ARBORIST, SR.	P&CD
321009	23 ARCHITECTURAL ENGINEER	P&CD
521009	16 BUILDING INSPECTOR, SR	P&CD
327005	18 CARTOGRAPHER	P&CD
523016	18 CODE ENFORCEMENT OFFICER, PRIN	P&CD
531043	21 COMPUTER APPLICATION ANAL, SR	P&CD
317001	15 CONTRACTS COORDINATOR	P&CD
122003	9 CUSTOMER SERVICE REP, SR	P&CD
312108	18 CUSTOMER SRVS MGR	P&CD
521017	23 ELECTRICAL INSPECTOR, CHIEF	P&CD
521020	18 ELECTRICAL INSPECTOR, PRIN	P&CD
521005	16 ELECTRICAL INSPECTOR, SR	P&CD
114003	11 EXEC SECRETARY (D)	P&CD
311057	21 GRANTS MGMT ANALYST	P&CD
523011	17 HOUSING DEV SPECIALIST, SR	P&CD
523041	21 HOUSING DEVL P SPEC, PRIN	P&CD
523013	11 HOUSING PROJ MONITOR	P&CD
523006	13 HOUSING REHAB ADVISOR	P&CD
523015	23 HOUSING REHAB MGR	P&CD
316002	17 HR SPECIALIST, SR	P&CD
521003	16 HVAC INSPECTOR, SR	P&CD
114004	10 LEGAL SECRETARY	P&CD
314003	15 OFFICE MANAGER	P&CD
521019	23 PERMITS & IMP FEES CHIEF	P&CD
523036	17 PERMITS & IMP FEES COORD	P&CD
327030	17 PLANNING RESOURCES COORD	P&CD
327007	11 PLANNING TECH SR	P&CD
522004	18 PLANS REVIEW SPECIALIST	P&CD
523019	16 ZONING INSPECTO, SR	P&CD
523018	13 ZONING INSPECTOR	P&CD
523020	23 ZONING INSPECTOR, CHIEF	P&CD
523039	18 ZONING INSPECTOR, PRIN	P&CD
311076	11 ACCOUNTING TECHNICIAN, SR	PARKS, REC & CA
314006	17 ADMINISTRATIVE ANALYST	PARKS, REC & CA
314002	11 ADMINISTRATIVE ASST	PARKS, REC & CA
314008	13 ADMINISTRATIVE ASST, SR	PARKS, REC & CA
811036	16 ARBORIST	PARKS, REC & CA
811051	12 CAPITAL PRJS SPECS TECH	PARKS, REC & CA
811050	17 CEMETARY SUPERVISOR	PARKS, REC & CA
322006	19 CIVIL ENGINEER	PARKS, REC & CA
811040	18 CONTRACTS & CONSTRUCTION COORD	PARKS, REC & CA
312098	21 DEPARTL MGMT ANALYST SR	PARKS, REC & CA
233004	16 ELECTRICIAN SUPV (D)	PARKS, REC & CA

EXHIBIT A
P.A.C.E. ATLANTA CLASSIFICATIONS

322003	17 FIELD ENGINEER	PARKS, REC & CA
322005	21 FIELD ENGINEER PRIN	PARKS, REC & CA
214004	15 FORESTRY SUPERVISOR	PARKS, REC & CA
811035	12 GOLF PROFESSIONAL	PARKS, REC & CA
214011	15 GRADING SUPERVISOR	PARKS, REC & CA
811037	15 HORTICULTURIST	PARKS, REC & CA
531007	21 INFO TECHNOLOGY ANALY, SR	PARKS, REC & CA
321002	17 LANDSCAPE ARCHITECT	PARKS, REC & CA
811014	17 PARKS DIST MAINT SUPV	PARKS, REC & CA
811041	19 PARKS SKILLED SRVS SUPV	PARKS, REC & CA
811058	15 PARKS SKILLED SVS SUPV ASST	PARKS, REC & CA
811052	23 REC OPERATIONS MGR	PARKS, REC & CA
311076	11 ACCOUNTING TECHNICIAN, SR	POLICE
314006	17 ADMINISTRATIVE ANALYST	POLICE
314002	11 ADMINISTRATIVE ASST	POLICE
314008	13 ADMINISTRATIVE ASST, SR	POLICE
312109	15 CUSTOMER SERV SUPV	POLICE
122003	9 CUSTOMER SERVICE REP, SR	POLICE
111004	7 DATA ENTRY CLERK	POLICE
531014	23 INFO TECHNOLOGY ENGINEER	POLICE
523031	13 LICENSE PERMIT INSPECTOR (D)	POLICE
314003	15 OFFICE MANAGER	POLICE
413012	15 POLICE COMMUN SUPV (D)	POLICE
413164	13 POLICE CR SC TECH PRIN-D	POLICE
413079	11 POLICE CR SC TECH SR (D)	POLICE
413075	15 POLICE CRIME ANALYST	POLICE
413080	15 POLICE CRIME SC TECH SUPV (D)	POLICE
413110	7 POLICE PHOTO LAB TECH	POLICE
413119	13 POLICE REPTS REP SUPV (D)	POLICE
413008	9 POLICE REPTS TECH (D)	POLICE
531018	15 TELECOMMUN SYST SPECI	POLICE
111002	7 WORD PROCESSOR	POLICE
314002	11 ADMINISTRATIVE ASST	PROCUREMENT
314008	13 ADMINISTRATIVE ASST, SR	PROCUREMENT
317010	15 BUYER	PROCUREMENT
317019	18 BUYER, SENIOR	PROCUREMENT
122003	9 CUSTOMER SERVICE REP, SR	PROCUREMENT
531014	23 I T ENGINEER	PROCUREMENT
313011	15 I T SPECIALIST	PROCUREMENT
531007	21 INFO TECHNOLOGY ANALY, SR	PROCUREMENT
314003	15 OFFICE MANAGER	PROCUREMENT
531018	15 TELECOMMUN SYST SPECI	PROCUREMENT
311090	13 ACCOUNTING SPECIALIST	PUBLIC WORKS
311076	11 ACCOUNTING TECHNICIAN, SR	PUBLIC WORKS
314010	21 ADMIN ANALYST SR	PUBLIC WORKS
314006	17 ADMINISTRATIVE ANALYST	PUBLIC WORKS
314002	11 ADMINISTRATIVE ASST	PUBLIC WORKS
314008	13 ADMINISTRATIVE ASST, SR	PUBLIC WORKS
322006	19 CIVIL ENGINEER	PUBLIC WORKS
317001	15 CONTRACTS COORDINATOR	PUBLIC WORKS
312108	18 CUSTOMER SRVS MGR	PUBLIC WORKS
312098	21 DEPARTL MGMT ANALYST SR	PUBLIC WORKS

EXHIBIT A
P.A.C.E. ATLANTA CLASSIFICATIONS

233004	16 ELECTRICIAN SUPV (D)	PUBLIC WORKS
114003	11 EXEC SECRETARY (D)	PUBLIC WORKS
327023	11 GIS TECHNICIAN	PUBLIC WORKS
316038	15 HR COORDINATOR	PUBLIC WORKS
316002	17 HR SPECIALIST, SR	PUBLIC WORKS
531014	23 I T ENGINEER	PUBLIC WORKS
311082	24 MANAGEMENT ANALYSIS MGR	PUBLIC WORKS
311032	24 MANAGEMENT ANALYST, CHIEF	PUBLIC WORKS
314003	15 OFFICE MANAGER	PUBLIC WORKS
221001	10 RESOURCE CONTROL COORD	PUBLIC WORKS
217009	24 STREET MAINT. INSTALLATION CHIEF	PUBLIC WORKS
326006	19 TRAFFIC ENGINEER	PUBLIC WORKS
326007	23 TRAFFIC ENGINEER SR	PUBLIC WORKS
326003	9 TRAFFIC ENGRG TECH SR	PUBLIC WORKS
326014	16 TRAFFIC SERVICE SUPV	PUBLIC WORKS
311066	17 ACCOUNTANT	WATERSHED MANAGEMENT
311090	13 ACCOUNTING SPECIALIST	WATERSHED MANAGEMENT
311076	11 ACCOUNTING TECHNICIAN, SR	WATERSHED MANAGEMENT
314010	21 ADMIN ANALYST SR	WATERSHED MANAGEMENT
314006	17 ADMINISTRATIVE ANALYST	WATERSHED MANAGEMENT
314002	11 ADMINISTRATIVE ASST	WATERSHED MANAGEMENT
314008	13 ADMINISTRATIVE ASST, SR	WATERSHED MANAGEMENT
311029	21 BUDGET ANALYST SR	WATERSHED MANAGEMENT
317010	15 BUYER	WATERSHED MANAGEMENT
317009	11 BUYER ASSISTANT	WATERSHED MANAGEMENT
324002	17 CHEMIST	WATERSHED MANAGEMENT
324003	19 CHEMIST SR	WATERSHED MANAGEMENT
322006	19 CIVIL ENGINEER	WATERSHED MANAGEMENT
531044	19 COMPUTER MAINT MGMNT SYS ANAL	WATERSHED MANAGEMENT
312108	18 CUSTOMER SRVS MGR	WATERSHED MANAGEMENT
312098	21 DEPARTL MGMT ANALYST SR	WATERSHED MANAGEMENT
327006	7 DRAFTING TECH (D)	WATERSHED MANAGEMENT
327009	11 DRAFTING TECH PRIN (D)	WATERSHED MANAGEMENT
323004	23 ELECTRICAL ENGINEER	WATERSHED MANAGEMENT
323011	19 ELECTRICAL FIELD ENG	WATERSHED MANAGEMENT
233015	14 ELECTRICIAN, SR (D)	WATERSHED MANAGEMENT
322003	17 FIELD ENGINEER	WATERSHED MANAGEMENT
322005	21 FIELD ENGINEER PRIN	WATERSHED MANAGEMENT
327023	11 GIS TECHNICIAN	WATERSHED MANAGEMENT
327027	15 GIS TECHNICIAN, SUPERVISOR	WATERSHED MANAGEMENT
327024	22 GRAPHIC ARTS SPEC SR	WATERSHED MANAGEMENT
316038	15 HR COORDINATOR	WATERSHED MANAGEMENT
316002	17 HR SPECIALIST, SR	WATERSHED MANAGEMENT
531014	23 I T ENGINEER	WATERSHED MANAGEMENT
313011	15 I T SPECIALIST	WATERSHED MANAGEMENT
531007	21 INFO TECHNOLOGY ANALY, SR	WATERSHED MANAGEMENT
324018	23 LABORATORY MGR,ASST	WATERSHED MANAGEMENT
321002	17 LANDSCAPE ARCHITECT	WATERSHED MANAGEMENT
311032	24 MANAGEMENT ANALYST, CHIEF	WATERSHED MANAGEMENT
324007	17 MICROBIOLOGIST	WATERSHED MANAGEMENT
312160	21 OCCUPATIONAL SAFETY ADMIN	WATERSHED MANAGEMENT
522004	18 PLANS REVIEW SPECIALIST	WATERSHED MANAGEMENT

EXHIBIT A
P.A.C.E. ATLANTA CLASSIFICATIONS

218002	22 PLANT MAINT SUPT	WATERSHED MANAGEMENT
218007	17 PLANT MAINT SUPV (D)	WATERSHED MANAGEMENT
524010	23 POLL CONTROL MONITOR, CHIEF	WATERSHED MANAGEMENT
524009	18 POLL CONTROL MONITOR, PRIN	WATERSHED MANAGEMENT
324009	21 POLLUTION CNTRL SUPT (D)	WATERSHED MANAGEMENT
234049	17 PROCESS CONTROL SUPV (D)	WATERSHED MANAGEMENT
123004	13 STORES MGR	WATERSHED MANAGEMENT
218006	12 WST WA COL SYST SUPV (D)	WATERSHED MANAGEMENT
311056	21 MANAGEMENT ANALYST	
TOTAL:	216	

RCS# 6799
6/20/05
6:39 PM

Atlanta City Council

Regular Session

PERSONAL

MEMORANDUM OF UNDERSTANDING BETWEEN THE
MAYOR AND P.A.C.E. LOCAL #R5-50
ADOPT

YEAS: 11
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 1
ABSENT 1

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	NV Fauver	Y Martin	Y Norwood
E Young	B Shook	Y Maddox	Y Willis
NV Winslow	Y Muller	Y Sheperd	NV Borders

PERSONAL

#13

05-R-1208
(Do Not Write Above This Line)

A RESOLUTION REQUESTING APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE MAYOR AND THE PROFESSIONAL ASSOCIATION OF CITY EMPLOYEES - ATLANTA (PAGE) LOCAL R5-50; AND FOR OTHER PURPOSES.

ADOPTED BY
JUN 20 2005

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER

Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____

First Reading
 Committee _____
 Date _____
 Chair _____
 Referred To _____

Committee _____
 Date _____
 Chair _____
 Action Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____
 Refer To _____

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
 Readings
 Consent V Vote RC Vote

JUN 20 2005

CERTIFIED
JUN 20 2005
Municipal Clerk

MAYOR'S ACTION

Marilyn Frank