MEMPHIS LIGHT, GAS AND WATER DIVISION

November 23, 2009

Councilman Bill Morrison
Memphis City Council
125 North Main Street,
Room 514
Memphis, TN 38103

Dear Councilman Morrison:

In accordance with City of Memphis Ordinance 4245, Section 2-20-2 (B)(3) covering the Impasse Procedure, MLGW is submitting its Last Best Offer for the Memorandum of Understanding between Memphis Light, Gas and Water Division and the International Brotherhood of Electrical Workers, Local 1288.

Attached you will find three copies of the specific language for the economic items in MLGW's proposal covering Articles 22, 27, 36, 37, 42 and 45. I am also including supporting information regarding these articles.

Please let me know if you have any questions or need any additional information.

Respectfully,

Steve Day
Acting Vice President
Human Resources

C Harold Collins, Memphis City Council Chairman
V. Lynn Evans, Chair, MLGW Board of Commissioners
Darrell T. Cobbins, Vice Chair, MLGW Board of Commissioners
Dedrick Brittenum, Jr, MLGW Board of Commissioners
Rick Masson, MLGW Board of Commissioners
Steven Wishnia, MLGW Board of Commissioners
Jerry Collins, MLGW President and CEO

Enclosures

MEMPHIS LIGHT, GAS AND WATER DIVISION

Date: November 23, 2009

RE: Last Best Offer of Economic Items as Proposed by MLGW

In accordance with the Impasse Ordinance, the following supporting information is offered for MLGW's Last Best Offer on each of the economic articles proposed by MLGW.

Article 22, Work Out of Classification

Work out of class pay is provided to employees working into higher positions based on the salary grade of the position being worked. Consideration for work out of class pay has existed in every Memorandum since the first agreement in 1970. Consideration for this offer is based on the fact that the rates for work out of class have not changed for over ten years with the last increase being negotiated in 1998. The increases are incremental based on increased responsibility and knowledge for working into higher positions, including assuming the duties of leadership positions of crew leader and front line supervision. Given the time since the last adjustment to this special pay, MLGW believes the amounts are reasonable and fair for the increase in duties and responsibility.

The projected cost of this increase for 2010 is $6,698 based on historical payments for work out of classification in 2008. The estimated amount is $27,194 for the four-year term of the agreement. Any wage increase resulting in 2011 and the re-opener for wages for 2012 and 2013 will increase the work out of classification amount in the final three years of the agreement.

Article 27, Hours and Overtime

The language covering an off-duty period (rest period) was first negotiated in 1978 with the special pay provisions occurring in 1980. In 1995, language was introduced to provide for straight time pay for hours not worked in the off-duty period that overlapped the employee's regular shift. Current provisions in the MOU allow for a ten-hour rest period following sixteen hours of work. Any hours in this rest period that overlap an employee's regular shift are paid at a straight time rate when the employee elects to remain off work. An employee may elect to return after eight hours rest if needed. In this scenario, the employee is compensated at a double-time rate for the hours that overlap their regular shift. A practice had been adopted in some areas of the Division to provide both "rest period" pay at straight time in conjunction with double-time for working, resulting in triple time pay.

MLGW's proposed language intends to concretely clarify and control the triple-time pay conditions and is best accomplished in the negotiation process to avoid grievances and issues with overturning this practice. This proposal is estimated to save MLGW approximately $93,500 in 2010 in the areas currently applying the practice. The estimated savings amount is $379,610 for the four-year term of the agreement. It should be noted that this cost will rise if the

practice expands to other Distribution and Operations areas eligible for rest period pay. Compensation for working during an earned rest period is reasonable; however, it is not reasonable to pay triple time. MLGW seeks to correct this practice while still providing consideration for the extended hours required in emergency situations. Any wage increase resulting in 2011 and the re-opener for wages for 2012 and 2013 will increase the triple time payment amount in the final three years of the agreement.

Article 36, Safety and Health

MLGW has provided flame retardant clothing to affected classifications since 1998. In 2002, a flame retardant clothing allowance was negotiated covering high voltage exposure which resulted in specific classifications being provided an allowance of $500 per first year coverage and $400 per year for subsequent years to purchase flame retardant clothing. The National Electric Safety Code increased the required level of arc flash protection for high voltage exposure and identified new levels of protection for lower voltage arc exposure. In 2009, MLGW voluntarily increased the amount of this allowance for employees in both the existing covered classifications as well as the newly identified classifications. The proposal is for $950 for first-year allowance and $750 for subsequent years while working in the specified classification. These amounts amply cover the purchase of this clothing at least through the term of the agreement. Additionally, the regulations identified low voltage exposure as requiring lower levels of protection. The language proposes to provide the appropriate level of protective clothing at no cost to the employee.

The new regulations will cost MLGW $155,400 in 2010 and $621,600 for the term of the agreement to provide this clothing allowance and employer-supplied clothing.

Article 37, Holidays

MLGW has eleven paid holidays. They are New Years Day, Dr. Martin Luther King, Jr. Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday after Thanksgiving Day, Christmas Eve, Christmas Day and the Employee Birthday. The proposed twelfth employee holiday is April 4, memorializing the death of Dr. Martin Luther King, Jr.

This additional holiday will result in an additional cost to MLGW of $346,375 for the positions covered by the Memorandum of Understanding. The cost for the term of the agreement is $1,406,281. Additional cost will be incurred to provide coverage for service restoration and 24-hour customer service functions on the new holiday.

Article 42, Salaries for Pay Grades (Wages)

MLGW has proposed a fiscally sound wage package. The offer is in concert with the current economic situation and provides flexibility to best respond to future uncertainty with the cost of living as a basis for wage increases for 2011 and the re-opener for the remaining two years of the agreement.

The Consumer Price Index for all urban spending (CPI-U) as reported by the Bureau of Labor Statistics (BLS) is negative 1.3% for the last 12 months ending in September 2009 (see attached BLS report). The decrease in the cost of living increases the buying power of wages making a

0% wage increase in 2010 a reasonable offer. For 2011, MLGW has proposed a range of no less than a 0% increase and a maximum of 2% tied to the CPI-U as reported for the twelve months ending August 31, 2010. Utilizing the CPI-U to determine the wage increase for 2011 best reflects the buying power of any wage increase provided to employees.

Lastly, as economic forecasting is very volatile in the present economy, the wage re-opener is the most sensible approach to address wages in 2012 and 2013. This proposal provides a means to appropriately adjust the wage offer respective to the economic circumstances we will be facing in the re-opener term.

In consideration of the economy of both our employees and our customers, MLGW's proposed wages for the four-year term are:

2010 – 0% increase. The cost of living has been decreasing as reported by the BLS

2011 – 0% to 2% tied to CPI-U performance for the12 months proceeding August 31, 2010
If the CPI-U is reported as negative or 0% for the 12 month period, 2011 wage increase will be zero (0%).
If the CPI-U is reported as greater than 0% up to 2%, wages will increase by the same percentage up to a maximum of 2%.
If the CPI-U is greater than 2% for the reporting period, the wage increase will be 2%.

2012 and 2013 – Wages will be negotiated in 2011 for the remaining two years of the MOU term.

The 0% increase does not have a dollar impact on the 2010 budget. The 2011 impact will range from 0% up to $1,965,499 for 2011, if the CPI-U is reported at 2% or higher on August 31, 2010. This is contrasted to the fixed rate of 2%, or $1,965,499 that is proposed by IBEW in their final offer. Any increases in 2012 and 2013 covered by the re-opener term will be based on 2011 wages.

Article 45, Term of the Agreement

MLGW has proposed a four-year term. Given that the Memorandum of Understanding has been in place for nearly four decades, having been first negotiated in 1970, longer term agreements are most common. With some exceptions, most language issues are resolved between the parties alleviating the concern that untested language would result in more grievances due to interpretation differences. This is a reasonable term for the MOU, especially in light of the fact that MLGW proposes to negotiate wages with IBEW for the final two years of this agreement.

In conclusion, the enclosed table illustrates the impact of each party's economic proposal. The most significant differences reside in lowering cost as proposed in MLGW's Article 27 to eliminate triple time pay and a flexible wage package tied to the Consumer Price Index for all Urban Consumers. MLGW's Last Best Offer provides increases in benefits to employees that are both reasonable and fair while positioning MLGW to respond with the greatest flexibility to the uncertain economic future.

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ARTICLE 22 - Work-Out-of-Classification

The Division shall make temporary assignments according to the requirements of the job and availability of personnel qualified to do the work.

Work-out-of-classification in occupational lines of progression above entry level will be offered to the qualified and available employee who is senior in occupational seniority in the next preceding classification or classifications in the line of progression who is in the crew or on the job site.

Work-out-of-classification in jobs not in occupational lines of progression will be offered to the senior qualified and available employee in the classification or classifications from which an employee will be selected. In these cases classification seniority will be utilized. When employees are assigned or required to perform work which is not in their job description but which is usually performed by employees in a higher classification, they shall be paid out-of-classification at the appropriate rate.

In connection with the above, any problems which might arise concerning the question of insufficient work shall be dealt with on a case by case basis by referral to the Manager or Assistant Manager of ***Labor and Employee Relations*** and the Union Business Manager or Assistant Business Manager.

Pay for work-out-of-classification shall be as follows:

1. Employees assigned or required to work in a higher classification on a temporary basis for periods in excess of two (2) hours, either continuously or accrued in the regular workday, shall receive premium pay for all time worked in the higher classification as follows:

Work in non-supervisory classifications

Grades 1-5.....$ ***.60*** per hour

Grades 6-9.....$ ***.70*** per hour

Grades 10 & above .....$ ***.80*** per hour

Work in crew leader and supervisory classifications.....$ ***.1.00*** per hour

2. It is not the intention of the Division to assign employees to work-out-of-classification in higher classifications to nullify the need to promote employees to these higher classifications.
3. While it is agreed that employees selected to work-out-of-classification must be qualified to perform the job, it is also agreed that the Division will make reasonable efforts to see that senior

employees have the opportunity to become qualified to perform in more advanced positions.

4. An employee assigned to work in a lower classification on a temporary basis shall receive his/her regular rate of pay during such assignment if such assignment is for the benefit of the Division. If for the benefit of the employee, he/she shall receive the rate of pay applicable to the classification which is next lower than his/her rate of pay in his/her old classification.
5. An employee assigned to work in an equal classification on a temporary basis shall receive his/her regular rate of pay during such assignment.
6. Temporary assignments may not be rotated for the purpose of depriving temporarily assigned employees of work-out-of-classification pay.

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Article 27 – Hours and Overtime

General:

1. **Scheduled Work Week**. A scheduled work week shall consist of five (5) consecutive days when possible, each workday shall normally be eight (8) consecutive hours, exclusive of time allowed for lunch. The work week may be any five (5) days in a calendar week.
2. **Scheduled Days Off**. An employee's two (2) scheduled days off shall be consecutive when possible. For pay purposes, the determination of first and second days off shall depend upon the chronological order of occurrence of the two (2) scheduled days off as they are established within the calendar week, Sunday through Saturday.
3. **Break/Rest Period**. Employees will be granted one (1) paid break or rest period of not more than fifteen (15) minutes in each four (4) hour period of regular or overtime hours worked.
4. **Overtime Limit and Rest Periods**.

a. General

An employee will not normally be required or permitted to work more than sixteen (16) hours, either continuously or cumulatively, in a twenty-four (24) hour period. This twenty-four (24) hour period will begin at the starting time of any work period.

An employee may be released by his/her Supervisor from work for a rest period not otherwise provided for, as need dictates during the employee's regularly scheduled forty (40) hour work week, and shall be paid at his/her straight time rate for such regularly scheduled hours.

b. Distribution or Operations Department Construction or Maintenance Crews

Distribution or Operations Department construction or maintenance crew members (not to include Electric Distribution Department trouble shooters) who have worked sixteen (16) consecutive hours will be granted a ten (10) hour off duty period. When needed, the employee may elect to return after eight (8) hours off duty; however, any remaining time worked within his/her earned rest period will be compensated at a double time rate. ***Rest period pay will not be paid in conjunction with double time rate.***

In case of an emergency, an employee may be authorized to continue to work beyond the sixteen (16) hour work period if the employee is physically able and willing to continue a job. However, the additional time after sixteen (16) hours shall not exceed two (2) hours.

All emergency overtime of six (6) hours or longer, cumulative or continuous in the twelve (12) hours preceding a regular shift, shall be preceded by, or followed by, a continuous ten (10) hour off-duty period. Any hours in the rest period which overlap with the employee's regularly scheduled workday will be compensated at the straight time rate. Paid rest time shall be considered the

same as time worked for the purpose of determining when overtime starts in a regularly scheduled workday.

In the event an employee has not completed his/her ten (10) hour rest period, the employee shall not be required to report for his/her next regular work period until the ten (10) hours have elapsed. When needed, the employee may elect to return after eight (8) hours off duty; however, any remaining time worked within his/her earned rest period will be compensated at a double time rate. ***Rest period pay will not be paid in conjunction with double time rate.*** If there remain four (4) hours or less in the employee's regular work period at the end of the ten (10) hours rest period, the employee shall not be required to report for work unless the emergency still exists. If more than four (4) hours remain in the employee's regular work period at the end of his/her rest period the employee shall report to work.

5. **Overtime Policies and Committees.** Departments/Areas will form committees to develop overtime policies. Upon approval by the appropriate manager, copies will be forwarded to the Manager or Assistant Manager of ***Labor and Employee Relations*** and the Union Business Manager or Assistant Business Manager. Policies may be reviewed annually or upon request by either party. It is understood that nothing contained in these overtime policies will conflict with the Memorandum. All policies will include provisions for the following:

   a. Overtime hours to be converted to its straight time equivalent

   b. Selection of planned overtime, emergency overtime and stand-by, as applicable

   c. Employee review and/or confirmation of overtime lists prior to printing for distribution.

6. Overtime Lists. Current overtime lists will be posted on all bulletin boards.

7. Saturday and Sunday Construction Work. Construction Work performed on Saturday and Sunday will be kept to a minimum consistent with the requirements of serving the customers. It is not the intent of the Division to perform routine construction on Saturday and Sunday.

8. Emergency Call-Outs. The parties agree that those classifications necessary to perform the work shall be called out in emergencies.

In distribution, the low crew at the service center where the call originates will be called after 1:30 a.m. Monday through Friday.

Shift Work Schedules:

Employees covered by this section are those employees whose work hours are dictated by a shift work schedule.

1. In departments where prepared, work schedules shall be posted at least one (1) month in advance. The Department Manager and Area Steward shall have a mutually agreed upon schedule for shift work sign up approved initially by the Union Business Manager or Assistant Business Manager and the Manager or Assistant Manager of ***Labor and Employee Relations***. Any temporary changes to the schedule shall be mutually agreed to by the Department Manager and Area

Steward. Any permanent changes to the schedule shall be mutually agreed to by the Union Business Manager or Assistant Business Manager and the Manager or Assistant Manager of ***Labor and Employee Relations***.

2. The Division will make all efforts to give a minimum of one (1) week's notice prior to any change in employee's work schedules. Changes made with less than four (4) calendar days notice should not be made to avoid working employees on overtime.
3. No employee should normally be scheduled to work more than eight (8) straight-time hours in any twenty-four (24) hour period but in no case shall an employee be scheduled to work more than eight (8) straight-time hours in any consecutive sixteen (16) hour period.
4. An employee's two (2) scheduled days off shall be consecutive when possible.
5. Although it is recognized that the requirements of shift work may necessitate working more than five (5) straight-time days consecutively, all efforts should be made to avoid such scheduling.

Overtime Payment:

1. Time and one-half for all time worked in excess of eight (8) hours in one day or forty (40) hours in one (1) calendar week.
2. Time worked in excess of sixteen (16) hours in any twenty-four (24) hour period shall be paid at two (2) times the straight-time rate.
3. Whenever an employee is required to work on a holiday, the employee shall be paid two (2) times his/her regular rate of pay for such hours worked.
4. Employees will be eligible for double-time pay on one (1) day per calendar week except as provided for in 2 and 3 above.
   a. An employee who is normally scheduled off on Sunday will be paid double-time or two (2) times his/her regular straight-time rate for any hours worked on Sunday. Any overtime on another day in the calendar week will be paid at one and one-half times his/her straight-time rate for the hours worked.
   b. An employee who works on a shift crew in the Electric, Gas or Water Distribution departments will be paid double-time or two (2) times his/her regular straight-time rate for any hours worked on Sunday with the exception of a crew(s) whose second day off is Saturday. In such case, the double time day for this crew(s) will be Saturday. Any overtime on another day in the calendar week will be paid at one and one-half times his/her straight-time rate for the hours worked.
   c. An employee who works a shift with off-days which do not include Sunday will be paid double-time or two (2) times his/her regular straight-time rate for any hours worked on his/her second off-day. Any overtime on another day in the calendar week will be paid at one and one-half times the employee's straight-time rate for the hours worked.

5. Overtime shall be distributed on an equitable basis among the employees of a given classification who normally perform the work in the department affected insofar as possible. Overtime lists will be utilized in making selections for employees to work overtime.
6. There shall be no duplicating or pyramiding of overtime.

Show-Up Time:

An employee who reports for work at his/her regularly assigned time and who has not been notified in advance not to report shall be paid a minimum of two hours straight time pay.

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ARTICLE 36 - Safety and Health

The Division shall make all appropriate provisions for the protection of the health and safety of its employees. The Union and the Division shall support all efforts to protect the employees from injury or damage to health while on the job.

As determined by Safety and Technical Training, suitable protective devices and equipment shall be provided to minimize and eliminate whenever practical the hazards inherent in utility work.

The Division will provide flame retardant clothing for employees whose jobs require them to perform work on or around:

A. Energized high voltage equipment which could potentially expose them to high voltage arcs, as follows:

1. As determined by Safety and Technical Training on a case-by-case basis, flame retardant coveralls or flash jackets will be issued to employees whose potential exposure is infrequent. This clothing will be worn as required.
2. Employees whose potential exposure level is frequent or continuous will be provided a clothing allowance credit through a vendor approved by Safety and Technical Training to provide flame retardant shirts/clothing. The clothing allowance credit will be administered on an annual basis and any unused credit will not carry over to a subsequent allowance period.
   An initial start up clothing allowance credit will be in the amount of ***$950.00*** and a credit for subsequent years will be in the amount of ***$750.00***. Employees who are under the plan as January 1, 20***10*** will receive credit in the amount of ***$750.00*** for the next issuance of clothing. Employees who receive a clothing allowance credit will be required to wear flame retardant shirts in the performance of their duties.

B. Energized low voltage equipment which could potentially expose them to low voltage arcs will be provided appropriate flame retardant clothing in accordance with regulatory requirements as determined by Safety and Technical training.

Any employee who is issued flame retardant garments will be responsible for laundering those garments.

There shall be a Safety Committee upon which the Union and Management are equally represented. This Committee shall have the power to make recommendations to the Supervisor of Safety and Technical Training regarding safety rules, practices and procedures related to the employees' health and safety.

There shall be appointed one (1) each from the Union by the Union and Management by the Management to represent the Electric, Gas and Water Areas and one (1) each from the other departments combined to be appointed by their respective parties.

A Chairperson for the first six (6) months shall be chosen by the Union members and by the Division for the second six (6) months and so forth, alternating each six (6) months. All meetings shall be held on twenty-four (24) hours notice on call by the Acting Chairperson or any two (2) members of the Committee.

The Departmental Safety Committees shall furnish a copy of their monthly reports and minutes to the Joint Union-Management Safety Committee. Upon request of the Joint Union-Management Safety Committee to the Supervisor of Safety and Technical Training, the Committee shall be furnished with the circumstances of fatal or near-fatal accidents. Reports on the above accidents will be sent to the Union Business Manager or Assistant Business Manager.

Action on the recommendations of the Joint Union-Management Safety Committee, including recommendations that an Investigating Committee including one (1) Union and one (1) Management member of the Joint Union-Management Safety Committee among its members be formed to investigate a fatal or near-fatal accident, shall not be unreasonably withheld. Arbitrary disregard of recommendations of the Joint Union-Management Committee shall be subject to the Grievance and Arbitration Procedure of the Memorandum of Understanding.

Notices shall be posted on all bulletin boards informing employees of the members of the Joint Union-Management Safety Committee and the purpose of the Committee.

Prior to the issuance of any new safety policy or changes in existing policy, the Joint Union-Management Safety Committee will be informed of the new policy or change in this existing policy.

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ARTICLE 37 - Holidays

The designated paid holidays of the Light, Gas and Water Division are: New Year's Day, Martin Luther King Day, Good Friday, ***Martin Luther King Jr. Memorial Day,*** Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day, and employee's birthday.

The employee's birthday holiday is accrued each year on his/her birthday and will be taken within twelve months of that date. The birthday holiday will be scheduled in accordance with established vacation scheduling guidelines within each department. The holiday will be taken in eight (8) hour increments.

If work is performed on a holiday, it shall be paid for in accordance with the overtime provisions provided in this Agreement.

With the exception of birthday holidays, pay for holidays worked shall be in accordance with the following:

1. If a holiday set forth above falls on Saturday, those employees scheduled on a Monday through Friday shift shall be granted the preceding Friday as the holiday. If the holiday should fall on Sunday, then those employees on a Monday through Friday shift shall be granted the following Monday as the holiday. For all employees not on a Monday through Friday schedule, the calendar holiday shall be observed.
2. If an employee's regular off-day occurs on a holiday and the employee is not given an additional day off, the employee is entitled to double-time pay for his/her first regular work day, in addition to his/her regular pay for the holiday.
3. Employees will be paid at straight-time rate of pay for holidays not worked during a period of absence because of illness or accident, but such day will not be charged against sick leave.
4. No employee shall be paid overtime for a holiday that occurs during his/her vacation, but shall be entitled to an additional day of vacation in lieu of the holiday. This day should be taken at the beginning or end of the employee's regular vacation.

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ARTICLE 42 - Salary Schedule

BARGAINING UNIT SALARY SCHEDULE
(Hourly)

Effective January 1, 2010 – 0% increase

Effective January 1, 2011 – increase will equal the amount of positive change (if any) in the Consumer Price Index for All Urban Consumers (CPI/U) for the twelve (12) months ending August 31, 2010 as announced by the Bureau of Labor Statistics of the United States Department of Labor, said increase will not exceed 2% nor will it be less than 0%.

Wage Re-opener - Salaries for Grades effective for the remaining term of the agreement (2012 through 2013) will be negotiated in accordance with Article 45 in 2011.

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ARTICLE 45 - Term of Agreement

This Memorandum of Understanding shall take effect January 1, ***2010***, and shall remain in full force and effect until January 1, ***2014***, and shall be automatically renewed for yearly periods thereafter unless either party notifies the other in writing at least six (6) months prior to the expiration date of a desire to change or terminate this Memorandum of Understanding.

When notice for change is given, the change desired must be specified in writing and until the parties have agreed upon such change the provisions of this Memorandum of Understanding shall remain in full force and effect. Other changes or necessary amendments so agreed upon shall supersede the affected portions of this Memorandum of Understanding in a manner and at a time agreeable to both parties. All changes must be in writing and signed by authorized representatives of the Division and the Union, and approved by the International Office of the Union.

It is understood by both parties that by mutual consent this Memorandum of Understanding can be changed at any time, however, any changes agreed to shall be reduced to writing and signed by both parties and approved in the same manner as this Memorandum of Understanding.

CONSUMER PRICE MOVEMENTS
SEPTEMBER 2009

On a seasonally adjusted basis, the Consumer Price Index for All Urban Consumers (CPI-U) rose 0.2 percent in September, the Bureau of Labor Statistics reported today. The increase was less than the 0.4 percent rise in August. The index has decreased 1.3 percent over the last 12 months on a not seasonally adjusted basis.

The seasonally adjusted increase in the all items index was broad based, although tempered by a decline in the food index. The all items less food and energy index increased 0.2 percent in September after increasing 0.1 percent in each of the previous two months. Contributing to this increase were advances in the indexes for lodging away from home, medical care, new vehicles, used cars and trucks, and public transportation. The increase occurred despite declines in the indexes for rent and owners' equivalent rent, the first decreases in those indexes since 1992. The energy index also increased in September, as increases in the indexes for gasoline, fuel oil and electricity more than offset a decline in the index for natural gas.

In contrast to these increases, the food index declined, falling for the sixth time in the last eight months. The index for food away from home increased, but the food at home index declined as the indexes for fruits and vegetables and for meats, poultry, fish and eggs fell sharply. Both the food and energy indexes have declined over the past 12 months. The decline in the food index is the first 12-month decrease in that index in over 40 years.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Sep. 2009
	Mar. 2009	Apr. 2009	May 2009	June 2009	July 2009	Aug. 2009	Sep. 2009	
All items	-0.1	0.0	0.1	0.7	0.0	0.4	0.2	-1.3
Food	-.1	-.2	-.2	.0	-.3	.1	-.1	-.2
Food at home	-.4	-.6	-.5	.0	-.5	.0	-.3	-2.5
Food away from home [1]	.1	.3	.1	.1	.1	.1	.1	2.6
Energy	-3.0	-2.4	.2	7.4	-.4	4.6	.6	-21.6
Energy commodities	-4.7	-2.6	2.3	16.2	-.4	8.5	1.1	-30.1
Gasoline (all types)	-4.0	-2.8	3.1	17.3	-.8	9.1	1.0	-29.7
Fuel oil	-8.5	-.3	-3.3	4.8	-1.5	6.2	1.5	-36.0
Energy services	-1.4	-2.2	-1.7	-1.2	-.3	.0	.1	-8.0
Electricity	-.2	-.6	-.4	-1.9	-.6	-.1	.6	-.1
Utility (piped) gas service	-4.8	-7.0	-5.7	1.3	.9	.4	-1.7	-28.0
All items less food and energy	.2	.3	.1	.2	.1	.1	.2	1.5
Commodities less food and energy commodities	.4	.5	.2	.3	.2	-.3	.3	1.6
New vehicles	.6	.4	.5	.7	.5	-1.3	.4	1.6
Used cars and trucks	-1.7	-.1	1.0	.9	.0	1.9	1.6	-2.7
Apparel	-.2	-.2	-.2	.7	.6	-.1	.1	1.1
Medical care commodities	.2	.3	.4	.1	-.1	.5	.6	4.1
Services less energy services	.1	.2	.1	.1	.0	.2	.1	1.5
Shelter	.0	.2	.1	.1	-.2	.1	.0	.7
Transportation services	-.1	.3	-.1	-.1	.5	.6	.7	2.0
Medical care services	.2	.4	.3	.2	.3	.2	.4	3.3

[1] Not seasonally adjusted.

MLGW MOU FINANCIAL IMPACT - 2009 NEGOTIATIONS

MOU Financial Impact - Mgmt. Proposal - 0% In 2011

Article	Description	2010	2011	2012	2013	Total MOU Term Financial Impact - BU
22	*Work Out of Class*	$ 6,697.98	$ 6,697.98	$ 6,697.98	$ 6,697.98	$ 26,791.93
27	*OT (Triple Pay Issue)*	$ (93,500.00)	$ (93,500.00)	$ (93,500.00)	$ (93,500.00)	$ (374,000.00)
36	*FR Clothing*	$ 155,400.00	$ 155,400.00	$ 155,400.00	$ 155,400.00	$ 621,600.00
37	*Holiday (MLK Day)- (BU)*	$ 346,374.64	$ 346,374.64	$ 346,374.64	$ 346,374.64	$ 1,385,498.57
42	*Salary Schedule (BU Gen.)*	$ -	$ -	$ -	$ -	$ -
		$ 414,972.62	$ 414,972.62	$ 414,972.62	$ 414,972.62	**$ 1,659,890.50**
	Mgmt Propose Gen. Increase	0.0%	0.0%	0.0%	0.0%	

BU 2010-2011	$	7,951,572.16
Mgmt 2010-2011	$	1,659,890.50
Diff	$	6,291,681.66

MOU Financial Impact - Mgmt. Proposal - 2% In 2011

Article	Description	2010	2011	2012	2013	Total MOU Term Financial Impact - BU
22	*Work Out of Class*	$ 6,697.98	$ 6,831.94	$ 6,831.94	$ 6,831.94	$ 27,193.81
27	*OT (Triple Pay Issue)*	$ (93,500.00)	$ (95,370.00)	$ (95,370.00)	$ (95,370.00)	$ (379,610.00)
36	*FR Clothing*	$ 155,400.00	$ 155,400.00	$ 155,400.00	$ 155,400.00	$ 621,600.00
37	*Holiday (MLK Day)- (BU)*	$ 346,374.64	$ 353,302.13	$ 353,302.13	$ 353,302.13	$ 1,406,281.04
42	*Salary Schedule (BU Gen.)*	$ -	$ 1,965,499.10	$ 1,965,499.10	$ 1,965,499.10	$ 5,896,497.30
		$ 414,972.62	$ 2,385,663.18	$ 2,385,663.18	$ 2,385,663.18	**$ 7,571,962.16**
	Mgmt Propose Gen. Increase	0.0%	2.0%	0.0%	0.0%	

BU 2010-2011	$	7,951,572.16
Mgmt 2010-2011	$	7,571,962.16
Diff	$	379,610.00

BARGAINING UNIT MOU FINANCIAL IMPACT - 2009 NEGOTIATIONS

MOU Financial Impact - BU Proposal

Article	Description	2010	2011	2012	2013	Total MOU Term Financial Impact - BU
22	*Work Out of Class*	$ 6,697.98	$ 6,831.94	$ 6,831.94	$ 6,831.94	$ 27,193.81
36	*FR Clothing*	$ 155,400.00	$ 155,400.00	$ 155,400.00	$ 155,400.00	$ 621,600.00
37	*Holiday (MLK Day)- (BU)*	$ 346,374.64	$ 353,302.13	$ 353,302.13	$ 353,302.13	$ 1,406,281.04
42	*Salary Schedule (BU Gen.)*	$ -	$ 1,965,499.10	$ 1,965,499.10	$ 1,965,499.10	$ 5,896,497.30
	BU MOU Impact	**$ 508,472.62**	**$ 2,481,033.18**	**$ 2,481,033.18**	**$ 2,481,033.18**	**$ 7,951,572.16**
	BU Proposed Gen. Increase	0.0%	2.0%	0.0%	0.0%	