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Memorandum of Understanding

Between

Fraternal Order of Police, Andrew Jackson Lodge #5

and

The Metropolitan Government of Nashville and Davidson County

7/9/02

1,069

members

(police unit)

7/1/01 - 6/30/04

22 pages

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PREAMBLE

This Memorandum of Understanding, made and entered into by and between the Metropolitan Government of Nashville and Davidson County (METRO) and Fraternal Order of Police, Lodge No. 5, its successors and assigns (REPRESENTATIVE)

Whereas, the parties enter this Memorandum of Understanding for the purpose of establishing a harmonious and cooperative relationship, and to effectively carry out the personnel policy and administration of the Metropolitan Charter, the ordinances enacted pursuant thereto, and the rules and regulations of the Civil Service Commission;

AND Whereas, the employees of the Metropolitan Government shall be able, without fear of penalty or reprisal, to select representatives of their choosing to meet and confer with the Government on questions of wages, hours, retirement benefits and all other terms and conditions of employment;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1

RECOGNITION

- 1 Metro recognizes and acknowledges that the REPRESENTATIVE is the authorized representative of all sworn personnel of the Metropolitan Police Department below the rank of Captain. Metro further recognizes that the REPRESENTATIVE is the authorized representative of all sworn personnel of the Metropolitan Police Department at the rank of Captain and above on all matters allowed by this MOU except those pertaining to selection, promotion and managerial issues. This Memorandum of Understanding does not apply to any civilian employee of the Metropolitan Police Department.
2. This Memorandum of Understanding does not apply to employees who are members of other representative organizations recognized by Metro, such other representative organizations having the same rights, privileges, duties and obligations as are provided by law.
3. This Agreement shall not prejudice the rights of any employee to refrain from engaging in membership or activity of the named Representative Group and shall not prejudice any right guaranteed to employees by the Metropolitan Charter or the Metropolitan Civil Service Rules and Regulations.
4. It is understood that the sole purpose of this Memorandum of Understanding is to allow the representatives to represent all employees who desire to be represented in the above described unit in the exercise of the rights of said employees expressly set forth in the Rules and Regulations of the Metropolitan Civil Service Commission, and the provisions of this Memorandum of Understanding.

ARTICLE 2

MEMBERSHIP

1. It is agreed that any employee is free to join and assist the REPRESENTATIVE without fear of retaliation of any kind. No department supervisor or agent of Metro shall interfere with, restrain, coerce, or intimidate an employee in the exercise of his/her right to join or refrain from joining the REPRESENTATIVE GROUP. No department supervisor or representative of METRO shall discriminate against any employee with regard to employment, or the terms and conditions of employment, including but not limited to promotions because he has formed, joined, or chosen to be represented by the REPRESENTATIVE or because he has given testimony or taken part in any grievance procedure or other hearing, negotiation or conference on behalf of the REPRESENTATIVE recognized under the terms of the Memorandum of Understanding.

2. All employees shall have the same right to refrain from membership in the REPRESENTATIVE GROUP. The REPRESENTATIVE agrees that it will not interfere with, restrain, coerce, or intimidate an employee in the exercise of his/her right to join or refrain from joining the REPRESENTATIVE GROUP, but every employee has the right to choose of his own free will whether or not he will or will not join the group. The REPRESENTATIVE further agrees that there will be no interference with the free right of any employee of METRO to enter and leave work sites and property of METRO unmolested.

ARTICLE 3

NON-DISCRIMINATION

The provisions of this Agreement, in accordance with applicable Federal and State Laws, shall be applied equally to all employees without discrimination as to sex, marital status, race, religion, national origin, age, disability, or political affiliation. The REPRESENTATIVE shall share equally with METRO the responsibility for applying this provision of the Memorandum of Understanding.

ARTICLE 4

GRIEVANCES

1. It is agreed that to the extent consistent with the rules and regulations of the Metropolitan Civil Service Commission, the REPRESENTATIVE may, upon agreement with METRO, present a grievance on behalf of one employee for the purpose of determining the rights of similarly situated employees, either in the entire unit or in a category of employees as to any issue; the outcome of which may impact upon the terms and conditions of employment of employees within the particular unit or category.
2. Employees shall have the right to the presence of a REPRESENTATIVE whenever they are presented with a disciplinary situation or when a grievance issue exists.
3. Nothing in this Memorandum of Understanding shall be deemed consent by Metropolitan Government to non-lawyers practicing law without a license.

ARTICLE 5

ACCESS TO METRO PROPERTY

- 1 It is agreed that REPRESENTATIVE'S authorized agents shall have visitation right to all areas of employment so long as it does not hinder or interfere with necessary operations of the Metropolitan Government.
2. METRO agrees that its officers, managers and supervisory personnel will accommodate all reasonable requests for such visitation and will take no action to hinder, harass or intimidate the REPRESENTATIVE'S agent or employee(s) during the course of such visitation
3. The REPRESENTATIVE shall notify the appropriate supervisor of such visits in advance whenever possible and, in any event, shall report his presence and purpose first to the supervisor.

ARTICLE 6

BULLETIN BOARDS

1. The REPRESENTATIVE shall have the right to place notices on the bulletin boards. Bulletin boards may be used only for the following notices:
 - a. Recreational and social affairs of the REPRESENTATIVE;
 - b. Notices of REPRESENTATIVE'S meetings;
 - c. REPRESENTATIVE elections;
 - d. Reports of REPRESENTATIVE'S committees;
 - e. Rulings on policies of the REPRESENTATIVE; and
 - f. REPRESENTATIVE newsletters.
2. All posted materials must be signed or initialed by the Representative's president or designated representative. No notice or announcement that contains defamatory statements about Metro or any metro Official or employee shall be posted. A copy of all posted material shall be forwarded to the Chief of Police. Any violation of this section authorized by the REPRESENTATIVE shall entitle Metro to restrict the use of bulletin boards pursuant to this section. In the event non-authorized material is posted, it shall be promptly removed by the president or their designee, upon notification by Metro.
3. REPRESENTATIVE shall be allowed to erect a bulletin board of its own on Metro Property with the permission of the Chief of Police. The size and location shall be subject to approval by the Chief of Police. No reasonable request made in accordance with this section shall be denied.
4. REPRESENTATIVE shall be allowed to establish and maintain a public folder with-in the police department's e-mail system. REPRESENTATIVE shall be allowed to use the public folder to post and distribute materials to members of the REPRESENTATIVE organization, provided that the distribution of information is in accordance with section 2 of this article.

ARTICLE 7

USE OF ELECTRONIC MAIL

The REPRESENTATIVE shall have access to and an E-mail address within the METRO police e-mail system. REPRESENTATIVE shall be allowed to use the departmental e-mail system to distribute materials and information relating to the organization, i.e., general membership meetings, special called meeting, social activities, and position statements to members of the REPRESENTATIVE organization, provided that the distribution of materials and information through the e-mail system is in accordance to the agreed policy.

ARTICLE 8

WORKSITE MEETINGS

- 1 The REPRESENTATIVE shall be allowed to hold meetings with employees before or after regular scheduled working hours so long as such meetings do not interfere with the proper operation of METRO. All meetings by the REPRESENTATIVE with employees, other than those meetings specifically set out in Section V, shall be controlled by this Article.
2. METRO agrees that meetings may be held at no charge in the most appropriate space available to the work site if such space is not then occupied or in use.
3. The REPRESENTATIVE agrees to request use of such space in writing at least 48 hours in advance of the time for such meeting and will state the time and the location of the meeting.
4. Within 24 hours after receiving such notice, the department head or designee will advise the REPRESENTATIVE by phone whether the time and location of the meeting are approved. If a time and location are not approved, that will be confirmed in writing, with a reason given as to why it was not approved.
5. No meeting is to be held while an attendee of the meeting is scheduled to be at work. All meetings must be before or after the employees regular work hours. It should be announced at the beginning of each meeting, and during meetings when others come in, that the meeting is only for employees who are not scheduled to work; and meeting must be scheduled at other times for employees who are working.
6. Meetings are not to interfere with other workers on the site, and if a location an/or time interferes with anyone performing his/her duties, the meeting shall be scheduled at a different time or location.

ARTICLE 9

LEAVES

From time to time REPRESENTATIVE members (who are METRO employees) may desire to take leave to attend a convention or other REPRESENTATIVE sponsored activity. Request for such leave must be made in accordance with the Civil Service Rules and Regulations in force at the time of the request for leave and such request shall not be unduly denied or withheld.

Article 10

PERSONNEL POLICY

1. It is understood that the personnel policy of METRO and its administration is specifically provided for in the Metropolitan Charter, and the Metropolitan Civil Service Commission is legally responsible for developing and fostering the effectiveness of this personnel policy in the manner provided by Article 12 of the Metropolitan Charter and its established rules and regulations set forth in Section 12.06 of the Metropolitan Charter.
2. It is agreed that the rules and regulations of the Metropolitan Civil Service Commission, as they may be amended from time to time by the Metropolitan Civil Service Commission, shall be made a part of this Memorandum of Understanding, by reference as if copied herein verbatim and attached hereto.
3. It is agreed that the REPRESENTATIVE will be recognized as the representative of any employee member covered under this agreement in connection with any matter affecting a member and arising under Article 12 of the Metropolitan Charter or the rules or regulations of the Metropolitan Civil Service Commission, where such representation is specifically authorized, provided that the affected employee, in writing, has designated the REPRESENTATIVE as his representative for this purpose, subject to paragraphs 3 of 4 herein.
4. Employees shall have the right to examine the contents of all their personnel files at a designated or mutually agreed upon location and time. Employees may attach written comments to any adverse personnel record maintained in their file.

ARTICLE 11

PAYROLL DEDUCTION OF UNION DUES

1. The Metropolitan Government agrees to deduct REPRESENTATIVE dues from the pay of all employees covered by this Memorandum of Understanding who request, in writing, that such deductions be made. The written authorization for the deduction of REPRESENTATIVE dues shall specify the amount to be deducted from each paycheck and will be based on a written certification, by the business agent of the REPRESENTATIVE to METRO, of the appropriate authorized dues to be deducted for every member.
2. The written authorization for payroll deductions shall not be revocable except as of January 1st or July 1st of each year, such revocation being designated by written notice, on forms provided by the REPRESENTATIVE, signed by the affected employee at least thirty (30) days before the effective date of the revocation but in no event earlier than seventy five days prior to the effective date of revocation.
3. Authorizations for payroll deductions shall become effective on the next payroll date occurring at least 30 days after receipt of the authorization for the deduction by the Payroll Division of the Department of Finance provided, however, that if a member of the REPRESENTATIVE is transferred from his job so as to move from the jurisdiction of the REPRESENTATIVE, the authorization of dues deduction shall be revoked automatically at the beginning of the next payroll period closest to the effective date. The REPRESENTATIVE agrees to hold METRO harmless from any claims made against METRO pursuant to this Section.
4. Employees who have retired from Metropolitan Government, and who are receiving either a service pension or disability pension may authorize payroll deduction of REPRESENTATIVE dues from their pension checks, in accord with the provisions of this Article.
5. All money deducted by METRO for dues shall be remitted to the REPRESENTATIVE monthly by mail or delivery to the Fraternal Order of Police, Andrew Jackson Lodge No. 5. The REPRESENTATIVE shall designate the individual to whose attention dues shall be remitted. This designation shall be made by letter to the Director of Finance for Metro.

ARTICLE 12

WAGES AND BENEFITS

1. The parties hereto agree that wages paid to employees in respective positions or job classifications shall be in accordance with the Pay Plan for METRO as from time to time amended.
2. It is agreed that a copy of the Pay Plan and Job Classifications, as amended and approved by METRO, shall be made a part of this Memorandum of Understanding by reference, as if copied herein verbatim, and attached hereto.
3. It is agreed that the REPRESENTATIVE may present its proposals on the issue of wages and benefits to METRO prior to the adoption of the budget and the REPRESENTATIVE will be allowed to present its proposals to all boards or commissions that may have authority to determine employee wages and benefits.
4. METRO shall supply the REPRESENTATIVE on a semi-annual basis, when requested, data processing runs of names, addresses and classifications of all workers within the bargaining unit. The REPRESENTATIVE shall reimburse within 30 days the cost of providing such a list.

ARTICLE 13

MUTUAL RIGHTS AND OBLIGATIONS

- 1 The parties agree to abide by the provisions set forth in this Memorandum of Understanding. This Memorandum of Understanding may be amended in writing by mutual agreement of the parties any time during the period of time in which it is in effect.

2. The REPRESENTATIVE shall not initiate or engage in, and no members of the REPRESENTATIVE shall participate or engage in any strike, slow down, boycott or authority or other interruption of work (primary or sympathy). The Mayor shall have full and binding authority to determine if a strike, slow down, boycott or other interruption of work has in fact occurred. The Mayor's determination shall not be binding on a court and nothing herein shall be construed to limit the parties' rights to seek a judicial determination as to whether or not an interruption of work has occurred. Should any interruption of work occur, METRO shall notify the REPRESENTATIVE that such activity exists and request information from the REPRESENTATIVE as to whether the activity has been authorized or initiated by the REPRESENTATIVE. Immediately thereafter, the REPRESENTATIVE shall respond to METRO'S request in writing. Upon receiving notice of an interruption of work, the REPRESENTATIVE will take all reasonable steps to terminate such activity and induce REPRESENTATIVE members to return to work. Employee's participation in a strike slowdown, boycott, or other work interruption may be subject to disciplinary action.

3. Violation of this Article by the REPRESENTATIVE initiating or engaging in a strike, slow down, boycott or other interruption of work or the REPRESENTATIVE'S failure to respond to METRO'S request for advice as to whether the REPRESENTATIVE has authorized or initiated the action shall be cause for METRO to terminate this agreement upon giving written notice to this effect to the President of the REPRESENTATIVE in addition to whatever other remedies may be available to METRO at law or in equity. Nothing herein shall limit the authority of the Mayor in cases of civil emergencies.

ARTICLE 13

MUTUAL RIGHTS AND OBLIGATIONS- continued:

4. The Metropolitan Government hereby agrees that it will not lockout employees during the term of this agreement.

5. METRO and the REPRESENTATIVE are bound by certain laws, regulations, ordinances and other directives. Nothing herein shall contravene or minimize such laws, regulations, ordinances or directives.

ARTICLE 14

SEVERABILITY

It is specifically agreed that the provisions of this Memorandum of Understanding are declared to be severable. If any Section, Article, provision, sentence, clause, phrase or part of this Memorandum of Understanding is judicially determined to be void, illegal or unenforceable, the remainder of the Memorandum of Understanding shall continue in full force and effect and be binding on the parties hereunto. If any Section, Article, provision, sentence, clause, phrase or part of this Memorandum of Understanding is judicially determined to be void, illegal or unenforceable; the REPRESENTATIVE or METRO may exercise the right to request renegotiations of the part or parts of this Memorandum of Understanding which are declared void, illegal or unenforceable. During such renegotiations, the remainder of this Memorandum of Understanding shall remain in full force and effect, provided that these provisions are not declared void, illegal or otherwise unenforceable.

ARTICLE 15

ASSIGNMENT OF F.O.P. PRESIDENT

The President of the Fraternal Order of Police will be placed on extended temporary assignment upon being sworn into office. The FOP President will be carried on a worksheet in an area suitable to the Chief of Police. The FOP President will be responsible for reporting any change in his regular duty status to the individual designated by the Police Chief to be responsible for the maintenance of the worksheet; i.e.... sick days or vacation days.

The FOP President while on assignment shall continue to receive his full salary and all benefits to which he is normally entitled as a sworn member of the Metropolitan Police Department, with the exception of overtime pay (excluding SEU pay) and shift differential pay.

The FOP President shall remain eligible for promotion to the next rank, if so qualified. When directed, the FOP President shall report to the Chief of Police. The FOP President shall adhere to the following minimal requirements to maintain certification as a Police officer.

- a) Respond to emergency recall
- b) Maintain uniform
- c) Attend court as may be required
- d) Report usual and customary changes in personnel records
- e) Attend in-service training required for those of equal rank
- f) Carry proper identification

While on Assignment the FOP President will be charged with the following responsibilities and duties:

- a) Facilitate communications between the management of the Metropolitan Police Department and the Fraternal Order of Police.
- b) Help promote a professional public image for the Fraternal Order of Police and the Metro Police Department
- c) Aid in the creation of better community awareness regarding the needs of local law enforcement
- d) Assist FOP Members in resolving grievances
- e) Monitor the activities of city boards, offices, legislation before the Metropolitan Council, and other bodies which affect the working conditions of the officers and their ability to provide police service

ARTICLE 15


ASSIGNMENT OF F.O.P. PRESIDENT - continued

- f) Promote good working conditions throughout the department and foster cooperative problem solving between labor and management

Upon the completion of the FOP President assignment, the FOP President shall be returned to the Bureau in which he was working prior to his acceptance of this position.


IN WITNESS WHEREOF, the parties have executed the Memorandum of Understanding the _____ day of June 2001.

APPROVED AND RECOMMENDED TO THE METROPOLITAN CIVIL SERVICE COMMISSION FOR ACCEPTANCE.



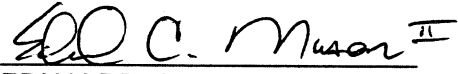
BILL PURCELL
Mayor

Date: _____



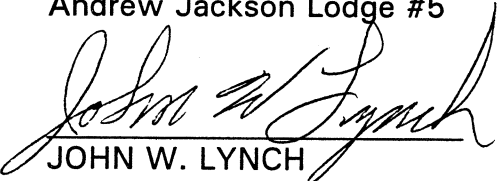
CALVIN HULLETT
President, Fraternal Order of Police
Andrew Jackson Lodge #5

Date: 06-13-01



EDWARD C. MASON, II.
1st Vice President, Fraternal Order of Police
Andrew Jackson Lodge #5

Date: 06-13-01



JOHN W. LYNCH
Director of Personnel

Date: 6.14.01

APPROVED BY THE METROPOLITAN CIVIL SERVICE COMMISSION:



WILLIAM H. FARMER
Chairman, Civil Service Commission

Date: 6/26/01