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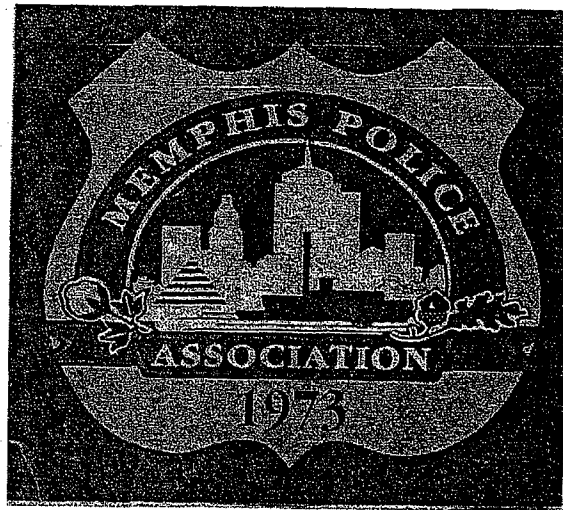
AGREEMENT

Between The

MEMPHIS POLICE ASSOCIATION

And The

CITY OF MEMPHIS, TENNESSEE



EFFECTIVE

JULY 1, 2004

through

JUNE 30, 2006

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AGREEMENT
Between
MEMPHIS POLICE ASSOCIATION And
CITY OF MEMPHIS, TENNESSEE

ARTICLE 1

This Agreement is entered into by and between the City of Memphis, Tennessee, hereinafter referred to as the City and the Memphis Police Association, hereinafter referred to as the Association.

It is the purpose of this Agreement to assure harmonious relations between the City and the Association and to provide for the equitable and peaceful adjustment of differences which may arise, as related to wages, hours and other conditions of employment, as stated in the Labor Policy as established by Resolution of the City of Memphis.

ARTICLE 2
NO DISCRIMINATION

It is mutually understood that the City of Memphis is an Equal Opportunity Employer and, as such, follows personnel standards designed to assure equal employment and merit promotion opportunity for all qualified applicants and qualified employees without regard to race, color, sex, age, religion, political beliefs, national origin, or disability, except where such constitutes a bona fide occupational qualification. The Association and City agree that no qualified applicant for employment, or employee, will be discriminated against in hiring, promotion, terms and conditions of employment or discharge, nor will the City create a job classification or specify qualifications that effectively discriminates against any employee because of their sex, marital status, race, color, religion, political beliefs, national origin or disability. Claims of discrimination may be appealed as provided under Law or in accordance with the City's administrative EEO appeal procedure.

Nothing in this Memorandum of Understanding is to be construed as requiring an employee to join the Association or any other employee organization. The Association and Management will not coerce any employee to join or not to join the Association.

1. Probationary employees will be excluded from the bargaining unit until such time as they successfully complete the probationary period as provided in Article 5 of this Agreement.

2. Officers assigned to the Fiscal Affairs Bureau, the Inspectional Services Bureau, and the Executive Bureau will be excluded from the bargaining unit. Only the Internal Affairs Bureau and the Security Squad will be included in the Inspectional Services Bureau under this Article. Only jobs in the following squads will be included in the Executive Bureau under this Article. Drug Education and Awareness Coordinator, Crime Prevention, Legal Advisor, Organized Crime Unit, Police Employee Assistance Unit, Research and Development, Training Academy/Ordnance, an Administrative Assistant assigned to the Director, Deputy Director or Deputy Chiefs as deemed necessary by the Director, Public Information Officer, and multi-agency Task Forces receiving federal funds. The total number of officers in the Task Forces combined will not exceed thirty-five (35) positions unless mutually agreed upon by the City and the Association. However, prior to being transferred into one of the above assignments, the officer will be notified at least seven (7) days prior to the effective date of the assignment and may refuse the assignment without prejudice rather than be excluded from the bargaining unit. In the event the City removes an officer from a bid assignment and places him into a non-bid position, that officer may not work in any other bid assignment that is not his home bid position. Any employee working in a non-bid job who successfully bids to a new bid position must work in the new bid position. Although the employee may bid to a new bid position he/she will be excluded from any non-bid position for 12 consecutive months. The only exception to this will be employees whose home bid position changes as a result of job deletion. Employees promoted while in non-bid positions, which require that employee to complete an ongoing investigation/task, or to train a replacement, will be allowed to do so before going to their new bid position when mutually agreed to.

3. The City will expand those Bureaus identified above only for operational need and not with the intent of removing employees from the bargaining unit. If there is an operational need to expand said bureaus, the Director of the Memphis Police Services Division will within a reasonable time prior to such expansion, advise the President of the Memphis Police Association of the need to expand.

Commission status will be awarded only to those officers who have successfully completed the Memphis Police Academy curriculum. Full-time commissioned officers who are assigned to a civilian classification will be paid the greater of the average current salary paid for the civilian employees position or the commissioned officer's current salary for the duration of their assignment. The job evaluation plan of the City, as administered by the Human Resources Division, will be the sole criterion for determining the appropriate job title and pay grade for any newly created classification.

ARTICLE 7 DUES CHECK-OFF

The City agrees to deduct Association dues from the earned wages of each employee covered by this Agreement in such amount as determined by the Association and certified to the City by the Secretary-Treasurer or President of the Association, provided that such deduction will be made from the employee's wages only when authorized by the employee on an appropriate form, a copy of which must be submitted to the Payroll Section, and a copy of the authorization is attached hereto.

The City also agrees to put probationary officers on dues check-off. It is understood that these members may be represented in administrative hearings and Internal Affairs by an Association Representative, but they are not members of the bargaining unit and have no other benefits under the Memorandum of Understanding.

The authorization for payroll deduction will be revocable at any time by giving the City and the Association written notice by certified mail at least thirty (30) days prior to the effective date of revocation. The revocation will be signed by the affected employee and will be sent to the Director of Human Resources of the City and the Secretary-Treasurer of the Association.

The authorization for payroll deduction will become effective on the next payroll date occurring after the receipt of the authorization for the payroll deduction by the Payroll Section.

ARTICLE 8 NO STRIKE CLAUSE

It is acknowledged by the full membership of the Association that the protection of the public health, safety, and welfare demands that the members of the Police Services Division not be accorded the right to strike or engage in any work stoppage, slow-down, or any and all similar activities. This necessary prohibition does not, however, require the denial to such employees of other well-recognized rights, such as the right to organize, to be represented by an employee organization of their choice and to meet and confer in accordance with the provisions of the Labor Policy of the City of Memphis.

The membership of the Association recognizes, therefore, that participating in a strike as defined herein will subject the member or members to immediate and permanent dismissal, together with the loss of all employee benefits, including, but not limited to, pension benefits.

The Association and the individual members agree that disciplinary action will be available to the City not only against any employee engaged in a strike, but against any other employee who is guilty of honoring, aiding or assisting in a strike as defined herein, as well as against the Association.

The term "strike" as used herein means the failure to report for duty, the willful absence from position, any organized or concerted slow-down, sit-down, sick-out, refusal to work, work interruption, work stoppage, call-in, failure to respond to official dispatch or order to render public service or assistance, or failure in whole or in part to carry out the full, faithful and proper performance of the duties of employment, or in any manner interfering with the operation of the Police Services Division of the City for the purpose of inducing, influencing or coercing the recognition of any employee organization or a change in the conditions, compensation rights, privileges or obligations of employment in sympathy with others or for any other purpose. All orders will be obeyed.

ARTICLE 9 ASSOCIATION RIGHTS

1. Association Leave of Absence

Employees elected or appointed to Association offices will be granted reasonable time off, without pay, to attend conventions, conferences and seminars. Requests for time off pursuant to this Article will be submitted at least three (3) days prior to the effective date of such time off. The parties agree, however, that circumstances may arise that may not permit a full three (3) days notice. Permission for such time off shall be granted as proper staffing levels are maintained, but permission for time off shall not be unreasonably withheld. Vacations and days off may be swapped or rescheduled to allow attendance at Association functions as outlined above when requested by the Association at least two (2) weeks in advance.

(a) A negotiating team will be allowed time off with pay for all meetings which will be mutually set by the City and the Association and when such meetings fall on a scheduled work day for the Association members. This negotiating team will not exceed eight (8) members at any time. However, this will not include Association President, Vice President or Secretary-Treasurer.

2. Association Activity

No Association officers receiving pay by the City will do any out-of-town union organizing or be involved in any political activity except on his/her days off or after 5:00 p.m. each day. Association members or officers will not conduct any Association business on City time except as otherwise specified in this Agreement. Association meetings, will not be held on City time or on City property. Association representatives, other than those full-time members of the Police Services Division will be allowed on City property only with the advance permission of the Director of Police Services or his designated representative. The only exceptions to the above provisions are:

a request if it interferes with orderly and efficient processing of City business.

3. Association Stewards

The Association may be entitled to one (1) Association Steward per watch per work station with a permanent assigned complement of four (4) officers per watch and having an on-site roll call for each watch whose name shall be filed within ten (10) days of his/her election with the Director of Police Services and Precinct or Branch Commander. The stewards, or their alternates, who will also be identified in writing, will be provided time off to investigate complaints of other officers covered by this Agreement when such time off is requested from the immediate supervisor and when permission has been obtained. The steward will then log the time when he/she leaves and returns. Permission to leave a post or assignment for the reasons above will not be unreasonably withheld but may be withheld until such time that it does not interfere with his/her ability to meet the urgency of the immediate situation. The steward will be allowed to interview the complaining officer providing that both the complaining officer and the steward will return immediately to duty, if ordered.

ARTICLE 10 MANAGEMENT RIGHTS

It is understood that the management and direction of the working force are vested exclusively in the City as the Employer except as specified in the other Articles of this Agreement. It is the City's inherent right to hire, demote, suspend or discharge for just cause; retire, layoff, promote and assign or transfer employees to any job or any work, anytime or anywhere; to increase or decrease the working force; to determine the number and size of work shifts; to determine the number of employees assigned to any work or any job; to determine the hours of work per day or week; to make reasonable work rules for the purpose of efficiency, safe practices, and discipline; to establish reasonable performance standards and to review employees under those standards; to determine the equipment to be used; to make technological changes; to determine the number and location of its offices; to move, close or liquidate its offices in whole or in part; to separate or reassign its

Association Members of this committee will be scheduled to address each Bargaining Unit and Reserve Officer In-Service Training Class for one hour, and each Recruit Class for two hours. Material presented by such Association members will be mutually agreed upon by the entire Labor-Management Committee and will be submitted in writing in general outline format to the Commanding Officer of the Training Academy.

Upon written request by either the President of the Memphis Police Association or the Director of Police Services, subcommittees will be formed to address specific issues which may arise during the term of this agreement. All such requests must be approved by the Labor Management Committee. Once approved, the President of the Association and the Director of Police Services will have thirty (30) days to respond with their appointments.

Subcommittees will be limited in size to a maximum of three persons each for the Association and the City, and the number of representatives must be the same for each.

Subcommittees will be provided a maximum of six (6) months to accomplish any task assigned, after which the Labor Management Committee will be provided a maximum of two months to review the findings of the subcommittee and make a recommendation to the Director of Police Services.

The Director of Police Services reserves the right to modify recommendations of the Labor Management Committee.

ARTICLE 12 GRIEVANCE PROCEDURE

Complaints or disputes that may arise over the application, meaning or interpretation of this Agreement will be processed in the following manner:

Officers will attempt to resolve all complaints with their immediate supervisors prior to reducing the complaints to a formal grievance. The Association and the City agree that

Step # 2

If the written response of the supervisor does not resolve the grievance, the watch or bureau representative will forward the grievance and the answer of the supervisor to the precinct or division representative who will, within fifteen (15) calendar days, submit the grievance to the precinct or bureau commander. The precinct or bureau commander will conduct a hearing to determine the facts. The grievant, the appointed Association representative and the watch or squad commander may participate. Within fifteen (15) calendar days of the receipt of the grievance, the precinct or bureau commander will answer the grievance setting forth the reasons for this decision and on the same date submit copies thereof to the precinct representative and the Association office.

Step #3

If the written answer of the precinct or bureau commander does not resolve the grievance, the precinct or bureau representative will forward the grievance and the answer of the precinct or bureau commander to the Chairman of the Grievance Committee who will convene a meeting of the Association Grievance Committee within fifteen (15) calendar days of receipt of the precinct or bureau commander's answer to determine the status of the grievance. If the Grievance Committee determines that the grievance has not yet been satisfactorily resolved, the Chairman of the Grievance Committee will be instructed to forward the grievance to the Deputy Director of Police Services within fifteen (15) calendar days of the date of the precinct or bureau commander's answer. The appropriate Deputy Director/Chief, or his designated representative, if he deems appropriate, may discuss the grievance with the grievant's watch or squad commander and thereafter will set a hearing on the grievance at a date and time mutually agreed upon, during which hearing the grievant will be afforded the opportunity to present his/her position; and if he/she so desires, may be represented at the hearing by the Chairman of the Grievance Committee. Supervisory officers of the grievant who have been involved in the grievance will be present as deemed necessary by the appropriate Deputy Director/Chief. Within fifteen (15) calendar days of the close of the hearing, the appropriate Deputy Director/Chief will answer the grievance, setting forth the reasons for the decision with respect to the grievance, and on the same date submit copies thereof to the chairman of the Grievance Committee and to the Association

provided, however; that nothing herein will preclude or require the award by an arbitrator of additional fees or costs (including reasonable attorneys fees).

If the grievance is not resolved in Step #4, the matter will be submitted to binding arbitration. Within fifteen (15) calendar days of receipt of the answer of the Director of Police Services, the Association will notify the Director of Police Services and the City Director of Human Resources of its desire to submit the matter to binding arbitration. The City or the Association will apply within fifteen (15) calendar days of notification to the Federal Mediation and Conciliation Service or the American Arbitration Association for the names of no less than five (5) and no more than seven (7) arbitrators. One (1) arbitrator will be selected from the list using the alternate striking method in accordance with the approved procedure. Such arbitration will be under the Rules of the Federal Mediation and Conciliation Service or the American Arbitration Association. The City and the Association, if they mutually desire, may waive this provision and select an arbitrator mutually agreed upon. The cost of the arbitrator selected will be shared equally by the Division and the Association.

Facilities will be provided by the City. The arbitrator will have no authority to set policy or to add to or subtract from or change any terms of this Agreement. The decision of the arbitrator will be forwarded to the Chief Administrative Officer and the President of the Association.

Any matter for which a grievant should have recourse to an appeal to the Civil Service Commission may be submitted to the grievance procedure, but not to both. However, if the grievant submits the matter to the grievance procedure, he will sign a written waiver of any right to appeal the matter to the Civil Service Commission and such decision on his part will be final. Such waiver will be signed in the presence of the Association President and the City Human Resources Director, or their designated representatives, and will be notarized at the time it is signed.

and Procedures Manual.

The City will replace at no cost to employees, Policies and Procedures Manuals that are damaged or destroyed through normal wear or during performance of duty-related activities.

The City of Memphis Police Services Division will not issue any policies, procedures or orders, written or unwritten, that alter the intent or language in this Agreement between the City of Memphis and the Memphis Police Association.

ARTICLE 14 DEPARTMENTAL DISCIPLINARY PROCEDURES

The term "departmental discipline" will refer to those situations where an officer is accused of violating a specific departmental or city rule, regulation, procedure, or policy; or questions regarding an officer's professional competence.

If an officer is required to give a written answer to his/her supervisor regarding any complaint, the officer will be advised in writing by the supervisor of the complaint, specifying the nature, date, time, and location of the complaint. Prior to any disciplinary action the officer will be provided with a signed statement of charges.

This provision recognizes the fundamental right of Commanders and Supervisors to instruct, correct, counsel, admonish, and if necessary, officially discipline a subordinate within the bounds of the supervisor's authority concerning duty performance. However, when the conduct or duty performance of an officer is questioned to a degree that it will become a disciplinary matter of permanent record in his/her official personnel file, then it is agreed that the officer concerned has a right to representation by another officer of his/her choice. An officer's designated representative will be allowed to be a vocal representative, and this would ordinarily occur during the Precinct or Bureau Commander's hearing of the case.

Upon request at the time of the Administrative Hearing and where there is no pending or anticipated criminal action, written non-police division employee witness statements to be relied upon by the City in the Administrative Hearing will be furnished to the employee and his/her representative. The names and addresses of the witness giving statements or other persons identified in statements will be expunged from all such statements prior to any review by the employee and his/her representative.

ARTICLE 15 INTERNAL INVESTIGATION PROCEDURES

Section 1. The security of the City and its citizens depends upon the manner in which Memphis Police Services Division employees perform their duties. The performance of such duties involves those employees in all manner of contacts and relationships with the public, superior officers, and fellow employees. Management and the Association recognize and appreciate the obligation and responsibility of maintaining the public trust in the Police Services Division and its employees.

Section 2. Out of such contacts and relationships situations may arise involving reports of alleged misconduct by said employees. Such situations may require prompt investigation by superior officers designated by the Director of Police Services, the Deputy Director of Operations, the Deputy Chiefs of Administration, Uniform Patrol, Investigative Services and Special Operations, the Precinct or Bureau Commanders, or other competent authority.

Section 3. There will be two types of investigations covered by this article:

- (a) Investigations by the Department of allegations of a violation of the rules and regulations of the Department, will be known as an Administrative Investigation.
- (b) Investigations by the Department and/or other law enforcement agencies of conduct, which constitutes a violation of City, County, State, or Federal criminal laws, will be known as a Criminal Investigation.

employee requests the presence of an advisor, the employee will be given reasonable time to notify the advisor and await the arrival of the advisor prior to the commencement of the interview. No interview will begin until the advisor is present, or has been given a reasonable opportunity to arrive at such interview. No employee who is involved in the investigation as a principal or witness may be an advisor.

5. The interview will be completed as soon as possible. Reasonable time will be provided for personal necessities, meals, telephone calls and rest periods when the employee desires them.

6. The employee will not be subjected to any offensive language, coercion or promise of reward as an inducement to answer questions.

7. The complete interview of the employee will be recorded mechanically or by stenographer. There will be no "off-the-record" conversations except by mutual agreement. All recesses called during the interview will be noted in the record.

8. An employee will be given an exact copy of any written statement he may execute, or if the questioning is mechanically or stenographically recorded, the employee will be given a copy of such recording and/or transcript immediately upon request by him/her. If there is any discrepancy between the recorded and transcribed versions of the statement, then the employee shall be afforded the opportunity to listen to his/her recorded statement to correct transcription errors prior to signing. During the course of the investigation, the employee will not show his/her statement to any other employee. Copies of statements will not be used in any way to compromise the ongoing investigation.

9. The refusal by an employee to answer all pertinent questions that are narrowly and specifically relevant to the investigation, whether as a participant or as a witness, may result in disciplinary action.

continuous service of the employee with the Memphis Police Department from the time that employee is commissioned as a full-time regular Memphis police officer.

Section 3. At the end of the probationary period, new employees will be added to the commissioned time seniority list. Employees who transfer from other divisions or departments will retain their citywide seniority during the probationary period.

Section 4. An employee will be terminated by the City and the seniority broken when an employee: a) quits; b) is discharged for just cause; c) is laid off pursuant to the provisions of the applicable agreement for a period of twelve (12) months; d) accepts full-time employment while on an approved leave of absence from the Police Services Division (full-time employment is defined as forty (40) hours per week or more.); e) is absent for three consecutive scheduled work days without proper notification or authorization.

Section 5. Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

Section 6. Association officers on Loan Servant status will continue to accrue seniority credit.

**ARTICLE 17
SENIORITY PREFERENCE**

A. Bid System:

1. City-wide seniority will prevail in bidding for job openings within the Memphis Police Services Division except that commissioned time seniority as defined in Article 16 will prevail for all employees commissioned after June 30, 2000. This clause applies to job openings that are within the Bargaining Unit as defined in Article 4.

2. Probationary employees will be excluded from the bid system. Any employee on a court-imposed probation will be assigned by management, without restrictions, for the period

will be excluded from bidding for a new job assignment for a period of six (6) months from the date of his/her last successful bid. This exclusion only applies to officers assigned to the Tact Unit, Mounted Patrol, Dog Squad, Bomb Squad, Motorcycle Squad after the officer receives this training, equipment or clothing.

9. An officer may bid on more than one (1) job, but not more than two (2) jobs simultaneously. In the event an officer bids on two (2) jobs simultaneously, he/she will list first and second preference, and if successful in both, the officer will be assigned to his/her first preference. When bidding on two (2) jobs simultaneously and when the officer fails to list a preference, the assignment to one of the two (2) jobs will be at management's prerogative.

10. If after the first round of bids it is determined to delete the position of the successful bidder, no further bids will be required. If it is determined that the position of the successful bidder will be filled and the deletion made elsewhere, two (2) additional bids will be completed after the deletion has been noted. Upon completion of the two (2) additional bids, the most junior officer who is qualified will be required to fill the open position.

11. Before probationary employees who have achieved the rank of PII are certified, which in no event will occur less than twelve (12) months after the date of commission, their jobs will come up for a two (2) round bid and will be restricted to bids from Uniform Patrol, the Regional Medical Center, and Traffic, excluding the Motorcycle Division.

12. Bids must be posted on all Union bulletin boards and in the Human Resources Office for seven (7) days. Persons who may accept bids will be the shift supervisor at each precinct, Command Duty Officer at Headquarters and the Police Human Resources Officer. Officers must bid for jobs in person by signature and will receive a receipt to show that he/she placed a bid. The officer will retain the original and the person issuing the receipt will forward the copy along with the bid at the time the bids close to the Human Resources Office. An officer may remove his/her name from the bid by appearing in person at the Human Resources Bureau, during working hours with his/her receipt, within the seven (7)

in a twelve (12) month period and will suffer no loss of pay during the loan. Officers on loan are still covered by the Seniority Preference clause and are eligible to bid.

Special details will be defined as events which Management does not fill under the overtime agreement and may be worked during an officer's regular tour of duty without being construed as a loan or temporary assignment. Assignments that are within the unit, squad or watch are not considered special details, loans or temporary assignments, and will be considered as part of the regular tour of duty.

After reporting to a duty station, the employee may be assigned to an alternate work location performing duties consistent with their regular work assignment. Employees will be provided with transportation to and from the assignment. This will not be considered under the loan or special details provisions of this article.

ARTICLE 18 PROMOTIONS

In accordance with the City Charter, responsibility for testing procedures rests with the Director of Human Resources. Testing procedures in effect as of the effective date of the Agreement for positions for which bargaining unit employees are eligible will not be changed except as indicated within this Article. In the event that technological, legal, or professional considerations, as determined by the City, make changes required or desirable to improve these promotional procedures, the City agrees to notify the Association and solicit recommendations prior to instituting changes.

Each of the parties to this agreement hereby recognize and acknowledge that the testing procedures now in effect, and as set forth in Exhibit "A" as an addendum to this agreement, were formulated and agreed upon through the mutual effort and consultation of both parties.

Any officer may add or delete his/her name to or from the list at any time by letter to the Overtime Coordinator. Any officer who deletes his/her name from the list must remain off the list for six (6) months. The list will be compiled by Citywide seniority and as overtime details are requested employees will be called in the order as they appear on the list. If for reasons of personal illness in the immediate family, on duty, vacation, or where it interferes with a regular tour of duty, where the officer cannot work, the officer will be passed over and will not have the opportunity to work any overtime details until the overtime list is exhausted and the sequence is repeated. Any officer whose name appears on the overtime list and is called to work and refuses will be deleted from the list for a period of six (6) months.

If for any reason the overtime list drops below One Hundred and Twenty-five (125) individuals, the provisions of this Article will be null and void and overtime will be assigned as provided in the section of the Memorandum under Management Rights.

Should the City have a large detail that requires more individuals than are available on the overtime list, the number required will be filled by calling the most junior members of the Police Services Division.

Overtime details where specific technical knowledge, equipment or training is required will not be considered under the provisions of the overtime list.

Compensatory time earned prior to July 1, 1984, will be the lifetime bank. Compensatory time earned after April 14, 1986 will be the Fair Labor Standards Act bank. It is agreed that compensatory time earned prior to July 1, 1984 will be taken off before using compensatory time earned after April 14, 1986.

Compensatory time may be earned after April 15, 1986 by an officer in lieu of overtime compensation to a maximum of 480 hours of compensatory time that represents not more than 320 hours of actual overtime work. The officer may request to use such compensatory time and will be allowed such use of the compensatory time provided it does not unduly disrupt the operations of the division. Further, the compensatory time off will be

<u>Title</u>	<u>2nd Shift per Mo.</u>	<u>3rd Shift per Mo.</u>
Police Officer II/P	\$29.44	\$58.86
Police Officer II	\$34.05	\$68.10
Sergeant	\$37.50	\$75.00

Shift differential pay will be removed beginning on the sixth day of absence due to non-job related illness/injury or other conditions beyond the control of the officer, but not the result of misconduct. Any officer who is injured on duty will not lose any differential pay regardless of amount of time lost. Shift differential will not be removed during vacations.

**ARTICLE 20A
SHIFT DIFFERENTIAL
(Variable Shifts)**

The City and the Association acknowledge that the City has established specialized units where variable shifts are needed. A variable shift is defined as working a shift other than a fixed shift or rotating shift as described in Article 20.

The implementation of variable shifts must be agreed to by the City and the Association.

Any day an officer works a variable shift that begins between 2:00 p.m. and 6:00 p.m., the officer will be paid the second shift differential pay as described in Article 20.

Any day an officer works a variable shift that begins between 9:00 p.m. and 12:00 a.m., the officer will be paid the third shift differential as described in Article 20.

The City will issue a cash supplement of \$50.00 in addition to the above allotment amounts to all members of this bargaining unit for the purpose of cleaning and maintenance of uniforms and all other departmentally required equipment.

The Labor Management Committee will evaluate the current method of uniform acquisition to determine if there exists a more economical means for purchasing uniforms. The committee's findings will be presented to the Chief Administrative Officer for his consideration.

ARTICLE 23 OUT OF RANK PAY

Employees who are designated to perform supervisory responsibilities over other employees of equal or lower rank will be compensated as follows:

1. The employee will receive five percent (5%) of the base rate for the top pay of his/her classification except as noted in item 2 and 3.
2. No officer supervising other patrolmen will receive more than the top base rate for sergeant.
3. No officer supervising other sergeants will receive more than the top base rate for lieutenants.

Such pay for work out of rank will be made only when the officer is assigned a supervisory responsibility and is so designated by his/her commanding officer who is required to record that action on the roll call sheet. For purposes of this Agreement, it will apply only to officers below the rank of sergeant who are assigned to supervise other employees of equal or lower rank and to sergeants who supervise other sergeants.

It is agreed by both parties that no pay will be made until such temporary assignment exceeds three (3) hours, at such time the pay for work out of rank will be retroactive to the first hour served.

It is further agreed by both parties that the provisions of this paragraph will not apply to training officers (If a formalized field training officer program is established it will have its

**ARTICLE 25
RESIDENCY REQUIREMENT**

The City agrees to maintain a residency policy for police officers that will be uniform with that for all other City employees. However, it is understood by both parties that the Police Services Division may be required to call back officers for emergency duty. Therefore, it is agreed that officers residing outside the confines of Shelby County must be able to report for duty within two hours of notification. It is further agreed that officers residing outside the State of Tennessee must comply with all the rules and regulations established by the City in reference to the carrying of firearms by officers outside the State.

No single element will be considered conclusive as to proof of residency. Any question or dispute arising under this article will be determined under a totality of circumstances standard.

**ARTICLE 26
EMPLOYMENT IN SECOND JOBS**

An employee who works in a second job will do so with the understanding that such outside employment must not affect the employee's attendance, efficiency, or the reputation of City service. Any City policy and/or procedure relating to second employment will be based upon the potential negative effect a second job may have on the employee's attendance, efficiency, or the reputation of City service. Disputes over individual cases may be presented to the Labor Management Committee for discussion.

In addition, the parties agree that the issue regarding employees wearing the Memphis Police Department uniform while in off-duty employment will be considered by the Labor Management Committee.

An employee will be allowed to review the card file maintained on him by the Internal Affairs Bureau during normal working hours. For purposes of this Article, the I.A.B. card file will be defined as the 3x5 cards maintained by that Bureau and that show the officer's name, the date of any charge filed against him/her, and the specific violations of the Department Rules and Regulations he/she is alleged to have committed, as well as, the finding by the Internal Affairs Bureau whether the charge was sustained, not sustained, or unfounded. It will not include information as to any present charge or pending investigation.

At the completion of an I.A.B. investigation, any officer who is the subject of the investigation will be advised in writing as to the status of the investigation. Officers involved only as witnesses will receive no such notification.

ARTICLE 28 FISCAL DISCLOSURE

The City of Memphis agrees to furnish the Association with a copy of the Mayor's proposed budget at the time of submission to the City Council and a copy of the final budget as approved by the City Council.

Upon request, the City will provide the Association with copies of all approved grants involving the Police Services Division, along with all documentation used in the original proposal to obtain the grant.

ARTICLE 29 BULLETIN BOARDS

The City will provide one (1) bulletin board per work station with a permanent assigned complement of four (4) officers having an on site roll call in Police Services Division facilities for the Association. Each bulletin board will have a stenciled sign, painted by the City, indicating that it is for information relative to the Police Association.

EDUCATIONAL - Permanent full-time employees will be eligible to receive a leave of absence, not to exceed one full year, for the purpose of furthering education. Such educational leaves should be determined upon recommendation of the Department Head and with the approval of the Division Director. Such educational leave may be extended for an additional year upon written request by the employee, upon the recommendation of the Department Head and with the approval of the Division Director.

PERSONAL - Permanent full-time employees with at least three (3) months of continuous service with the City will be eligible to receive leaves of absence for such personal reasons as marriage, illness of a family member, disposal of a family estate, funeral for persons other than immediate family or other emergencies for a period not to exceed thirty (30) days upon recommendation of the Department Head and with the approval of the Division Director. Such leaves may be extended for up to one (1) year upon the recommendation of the Division Director and the approval of the Director of Human Resources. Such approvals will not be unreasonably withheld.

SICKNESS - Permanent full-time employees with at least three (3) months of continuous service with the City who incur prolonged illnesses will be eligible for a leave of absence not to exceed six (6) months after the exhaustion of the employee's paid sick leave. Their requests for leaves of absence or extensions of such will contain the recommendation of the physician and the leave will be granted by the Division Director.

ARTICLE 31 PAID LEAVES OF ABSENCE

MILITARY - Leaves of absence with pay may be granted to permanent employees for the purpose of attending the customary two (2) week tour of duty with either a National Guard or Reserve Unit. Employees will be excused for duty on presentation of their orders and will receive the normal rate of pay for the period of time which they are required to serve as a member of the Military Forces during this normal summer training period. Time spent in active duty for training will not exceed fifteen (15) working days in any one calendar year as specified by State Law.

1. One (1) day for each month of service during the first (1st) five (5) years of service.
2. One and one-half (1.5) days for each month of service for the sixth (6th) year through the ninth (9th) year of service.
3. Two (2) days for each month of service from the tenth (10th) through the fourteenth (14th) year.
4. Two and one-half (2.5) days for each month of service from the fifteenth (15th) year and thereafter.

Sick leave will not accumulate while an employee is absent on sick leave for fifteen (15) days or longer, unauthorized absence, or during other leaves of absence, except military leave, and/or officially granted educational leave.

Pay for holidays that occur while an employee is on sick leave will not be charged as sick leave.

Employees will be compensated in cash for accumulated unused sick leave when they retire, not to exceed seventy-five (75) days beginning July 1, 1974, or at the applicable rate by City policy. The amount of payment for unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's retirement. Such payment will not be counted as compensation for the purpose of computing retirement benefits.

After completion of three (3) months of service, an employee who works three (3) consecutive months without sick leave, or any unauthorized absence, will be eligible for one (1) bonus day leave with pay, to be taken off within twelve (12) months from the day it is earned. Bonus days will be earned in a like manner for subsequent three (3) month periods so that an employee may earn up to four (4) bonus days a year.

At the time the officer bids for his/her vacation, the officer may elect to set aside five (5) vacation days and/or odd vacation days to be taken at increments of less than five (5) days. The above listed vacation days can be taken at the discretion of the officer with the prior approval of his/her commanding officer. These days are not priority days to be used in vacation seniority preference, but they must be taken off during the calendar year.

ARTICLE 34 HOLIDAYS

The following days will be recognized and observed as paid holidays:

New Year's Day	January 1
Martin Luther King Memorial	3 rd Monday in January
Good Friday	Friday before Easter
Martin Luther King Observance Day	April 4
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving Day	4 th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

Employees who are assigned to work on a given holiday will receive pay for the holiday on the second pay period in November. The pay will be calculated at the rate of pay at the time each holiday was worked.

Whenever any of the above holidays falls on Saturday or Sunday, either the preceding Friday or the following Monday will be observed as the holiday. Employees will be notified as far in advance as possible concerning the day to be observed as the holiday. If the holiday falls on the employee's regular day off the employee will be paid for the holiday. If the holiday falls during the employee's scheduled vacation, an additional day's pay will be granted.

ARTICLE 37 PENSION

The City Pension Ordinance applies to members of this bargaining unit. The rate of contribution by the employee will be that specified in the Pension Ordinance.

The pension benefits for police personnel will be that specified in the Pension Ordinance. As defined in Section 25-1 of the Memphis City Code, the pension benefits for police personnel in the City of Memphis Pension plan, retiring on or after his/her normal retirement date, consists of a monthly benefit payable semi-monthly, equal to two and one-fourth percent (2 ¼ %) of his/her average monthly compensation multiplied by the number of years of service completed before January 1, 1990, plus two and one-half percent (2 ½ %) of his/her average monthly compensation multiplied by the number of years of service completed after January 1, 1990. When a participant's years of service equals twenty-five (25) years, such participant will accrue an additional one percent (1%) of his/her average monthly compensation for each year of service in excess of twenty-five (25) years for a maximum of ten (10) years; provided, however, if after thirty-five (35) years of service the total percentage of his/her average monthly compensation is less than seventy-two and one-half percent (72 ½ %), such participant will accrue an additional one percent (1%) of his/her average monthly compensation for each year of service in excess of thirty-five (35) years earned after January 1, 1990, until such total percentage will equal seventy-two and one-half percent (72 ½ %).

In no event will the retirement allowance of any member exceed seventy-two and one-half percent (72 ½ %) of his/her average monthly compensation as defined in Section 25-1 of the Memphis City Code.

Upon request, the City will provide the Association with a yearly actuarial report and the yearly financial report of the pension plan.

Any changes in the City Pension Plan which affect the provisions of this article will be applied to this agreement at the same time they become applicable by City Ordinance.

It is also agreed that the City will not contribute in any way to life insurance benefits provided members who retire under this new plan. Retirement benefits under the new plan will be borne by the employee and full premium responsibility will be the employee's.

The City will continue to provide a \$4,000 no-cost Death Benefit to employees. The amount of insurance which employees may purchase within the City Plan will be provided in accordance with current City policy at a cost per thousand to the employee not to exceed forty percent (40%) of the total premium.

**ARTICLE 40
LONGEVITY**

Longevity pay shall be paid monthly according to the following schedule and rates:

Years of Service	Amount
5	\$15.00
10	\$25.00
15	\$40.00
20	\$50.00
25	\$65.00

**ARTICLE 41
HEALTH AND SAFETY**

A. The City has the responsibility to establish and maintain adequate safety rules and regulations, and to assure the issuance and maintenance of proper equipment to provide for the safety of its employees. The City will also establish safety rules and regulations and post such regulations in applicable areas of work as required by the 1975 Occupational Safety and Health Act and of the City of Memphis. Employees may be disciplined, and such discipline may include termination upon willful and repeated violations of the established safety rules and regulations, or when an employee causes such safety rules and regulations to be willfully violated. Discipline will be appropriate when such violations jeopardize the health or personal safety of the individual employee or his/her fellow employees. Appeals for discipline resulting from safety violations are provided for in the City Ordinance as required by law.

ARTICLE 42
ON-THE-JOB INJURY/ILLNESS

If any employee of this bargaining unit receives an injury/illness on the job that results in a permanent disability prohibiting the employee from performing his/her duties as a police officer, then the officer will be eligible for a disability benefit as provided for in the Pension Ordinance. Included in the benefit available to the employee will be eligibility for retirement at 60% of his/her average monthly compensation for the employee's last twelve (12) months of employment (for employees hired prior to July 1, 1978), or the average of the employee's last three (3) years of employment (employees hired July 1, 1978 and after) or his/her Accrued Benefit as of the date of such disability, whichever is the greater.

It is also agreed that the cost of necessary hospital, doctor's care, prescriptions and job related medical expenses will be paid by the City for all on-the-job injuries/illnesses, provided that the employee will assign to the City those recoveries from any third party only to the extent necessary to reimburse the City for expenses paid. This assignment will exclude the proceeds from any insurance policy solely paid for by the employee. Hospital semi-private room rate coverage will be provided. However, if in the professional opinion of the duly qualified attending physician, the medical welfare of the employee clearly dictates the requirements of a private room, the cost of the private room rate will be paid by the City only for the duration of such requirement. The City reserves the right to confirm the requirement and the duration period with the above noted attending physician or a physician selected by the City. Private room costs will not be paid by the City if such accommodations are for the employee's convenience. In hospital facilities where both private and semi-private rooms exist, the City will pay private room rates when no semi-private room is available. The City reserves the right to investigate, confirm and affect conditions related to this provision.

benefits of the on-the-job injury/illness policy as spelled out in the Personnel Policy and Procedure Manual will be available to all employees of this bargaining unit.

In the event of the death of an employee as the result of performance in the line of duty, then the employee's dependents as specified will be eligible for payment of \$100,000 in accordance with current City policy. The form in which this payment will be made will be agreed to by representatives of the family and in accord with representatives of the City Attorney's office in accordance with established practice.

If an employee is disabled due to an off duty injury/illness and has a minimum of five (5) years of service, then that employee will be eligible for a pension benefit equal to the greater of twenty-five percent (25%) of his/her average monthly compensation or his/her accrued benefit as of the date of such disability as is provided by the City Pension Ordinance. Application for pension will be made to the Pension Board and will become applicable upon approval by that body.

Any changes in the City Pension Plan which affect the provisions of this article will be applied to this Agreement at the same time they become applicable by City Ordinance.

The OJI Program covers police officers as required by state statute. Police officers diagnosed with diseases of the heart and hypertension are presumed to have contracted these diseases or conditions in the course of their employment.

**ARTICLE 45
SAVING CLAUSE**

Should any Article, Section, or portion of the Agreement be in conflict with state or federal law or held to be unlawful and unenforceable by any court of competent and final jurisdiction, only the specific Article, Section, or portion involved will be affected and not the remaining portions of this Agreement.

**ARTICLE 46
WAGES**

Effective January 1, 2005, the current wage rates of employees covered by this Agreement will be increased by three (3%) percent.

Effective July 1, 2005, the current wage rates of employees covered by this Agreement will be increased by three (3%) percent.

**ARTICLE 47
INACTIVE COMMISSION**

Upon retirement, including retirement for disability, excluding psychological reasons, an officer may retain his/her badge and commission as a staff reserve officer so long as he/she obtains a bond at his/her own expense and completes eight (8) hours of firearms training annually as required by state law. The Division will provide eight (8) hours of firearms training annually as required by state law at no cost to the retired officer.

**ARTICLE 48
TERM OF AGREEMENT**

All articles will become effective July 1, 2004, and remain so through June 30, 2006.

**ARTICLE 52
NON-ENFORCEMENT STATUS**

Any commissioned officer placed in a non-enforcement status will not receive a reduction in pay.

**ARTICLE 53
OUT OF TOWN DUTY RELATED APPEARANCES**

When an officer is required to travel out of the City as a part of and within the scope of his/her employment with the City, the officer will be reimbursed reasonable expenses. To be eligible for such reimbursement, an officer must receive advance approval for any travel out of the City from the Police Legal Advisor's Office.

No officer will be required to appear pursuant to a subpoena or request for appearance from out of county or state courts or law enforcement agencies where such request or subpoena is not issued pursuant to Uniform Law to Secure Attendance of Witnesses or state statute. Where the City directs the appearance of an officer, or request or subpoena is made pursuant to existing law, then the officer will be paid in accordance with the provisions of the F.L.S.A. and will be reimbursed for all reasonable out-of-pocket expenses in accordance with the City of Memphis Travel Policy.

EXHIBIT A
Promotional Procedure
Qualifying Criteria

- I. **PIIP to PII**
These procedures will not apply to PIIP testing for advancement to PII. As a result of the implementation of the Career Enhancement Program, this level of advancement is most accurately interpreted as the completion of a designed training program, rather than a competitive promotional process.

- II. **PII to Sergeant**
Candidates must have five (5) years of continuous service as a commissioned Memphis Police Officer as of forty-five (45) days prior to the beginning of the appropriate promotional testing.

- III. **Sergeant to the rank of Lieutenant**
Candidates must have seven (7) years of continuous service as a commissioned Memphis Police Officer as of forty-five (45) days prior to the beginning of the appropriate promotional testing. All officers must have two (2) years in Sergeant grade before advancing to the next rank as of forty-five (45) days prior to the beginning of the appropriate promotional testing.

- IV. **Qualifications for Promotion**
 1. Officers desiring to compete for Sergeant or Lieutenant will be required to successfully complete a written test with a minimum score of seventy (70) for the appropriate rank for which they are competing.

 2. Officers who do not meet Items II or III of this Article will not be considered or allowed to attend any promotional testing under any circumstances.

 3. The Department will notify all eligible officers not less than sixty (60) days in advance that the desired promotional testing will be offered, thereby affording said officers the opportunity to sign up for the promotional testing for which they qualify.

10. After an officer has received a copy of his/her Performance Evaluation, which will include his/her raw score and weighted score, he/she will be given an opportunity to appeal any or all portions of the Evaluation at the time he/she is notified of their score. In the event an officer desires to appeal his/her Performance Evaluation, the appeal will be so noted on the Evaluation form. The appeal will be to the Precinct or Bureau Commander.

11. Candidates for Lieutenant and Sergeant will be rank ordered on a list determined by the Performance Evaluation, Test Score, Seniority and Practical Application Exercise.

12. The City will establish a numerical operational need based upon anticipated vacancies for specific ranks prior to the promotional process. The parties understand that the City will act in good faith in making projections and that the projections may be adjusted if changes in operational needs occur. No adjustments will exceed 10% nor made within the last 180 days of an existing register.

13. The number of applicants progressing to the practical application exercise will be determined by the current formula based on three (3) candidates for each anticipated vacancy. A practical application exercise shall be used as part of the process for selecting persons to be promoted.

14. Promotions will be made based on the rank order of candidates established by the promotional formula for final ranking after the promotion process has been completed.

15. At the completion of the promotional process for the rank of sergeant or lieutenant, a review session of the officer's test materials, test scores and any other items used in the promotional

6. The Performance Evaluation for Sergeants will consist of the following dimensions:

1. Communication Skill	2.41
2. Work Attitude	2.63
3. Job Knowledge	2.78
4. Reliability	2.48
5. Dealing w/Public	2.19
6. Decisiveness	2.41
7. Initiative	2.56
8. Judgment	2.59
9. Planning/Organization	2.19
10. Problem Analysis	2.19

7. Value weights have been established for each dimension as shown

Seniority points are as follows:

7 Years	2 Points
8 Years	3 Points
9 Years	4 Points
10 Years	5 Points
11 Years	6 Points
12 Years	7 Points
13 Years	8 Points
14 Years	9 Points
15 Years and over	10 Points

EXHIBIT B
Effective January 1, 2005

COLLEGE INCENTIVE

Base Salary	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
	College* (25 Hrs) 1%	College* (55 Hrs) 2 ½ %	College* (85 Hrs) 5%	College* (Degree) 7 ½ %

PIIP

Annually	36,474.05				
Monthly	3,039.50	N/A	N/A	N/A	N/A
Bi-Weekly	1,402.85				
Hourly	17.5356				

PII

Annually	40,550.22	405.50	1,013.76	2,027.51	3,041.27
Monthly	3,379.18	33.79	84.48	168.96	253.44
Bi-Weekly	1,559.62	15.60	38.99	77.98	116.97
Hourly	19.4953	0.1950	0.4874	0.9748	1.4621

PII (2-3 Yrs.)

Annually	43,609.49	436.09	1,090.24	2,180.47	3,270.71
Monthly	3,634.12	36.34	90.85	181.71	272.56
Bi-Weekly	1,677.29	16.77	41.93	83.86	125.80
Hourly	20.9661	0.2097	0.5242	1.0483	1.5725

PII (3 Yrs. +)

Annually	47,653.63	476.54	1,191.34	2,382.68	3,574.02
Monthly	3,971.13	39.71	99.28	198.56	297.83
Bi-Weekly	1,832.83	18.33	45.82	91.64	137.46
Hourly	22.9104	0.2291	0.5728	1.1455	1.7183

EXHIBIT B
Effective July 1, 2005

COLLEGE INCENTIVE

	Base Salary	1 Yr. College* (25 Hrs) 1%	2 Yrs. College* (55 Hrs) 2 ½ %	3 Yrs. College* (85 Hrs) 5%	4 Yrs. College* (Degree) 7 ½ %
PIIP					
Annually	37,568.34				
Monthly	3,130.69	N/A	N/A	N/A	N/A
Bi-Weekly	1,444.94				
Hourly	18.0617				
PII					
Annually	41,766.82	417.67	1,044.17	2,088.34	3,132.51
Monthly	3,480.57	34.81	87.01	174.03	261.04
Bi-Weekly	1,606.42	16.06	40.16	80.32	120.48
Hourly	20.0802	0.2008	0.5020	1.0040	1.5060
PII (2-3 Yrs.)					
Annually	44,917.81	449.18	1,122.95	2,245.89	3,368.84
Monthly	3,743.14	37.43	93.58	187.16	280.74
Bi-Weekly	1,727.61	17.28	43.19	86.38	129.57
Hourly	21.5951	0.2160	0.5399	1.0798	1.6196
PII (3 Yrs. +)					
Annually	49,083.22	490.83	1,227.08	2,454.16	3,681.24
Monthly	4,090.26	40.90	102.26	204.51	306.77
Bi-Weekly	1,887.82	18.88	47.20	94.39	141.59
Hourly	23.5977	0.2360	0.5899	1.1799	1.7698

Longevity Pay

	5 Years	10 Years	15 Years	20 Years	25 Years
Monthly	15.00	25.00	40.00	50.00	65.00
Bi-Weekly	6.92	11.54	18.46	23.08	30.00
Hourly	0.0865	0.1442	0.2308	0.2885	0.3750

SHIFT PREMIUM

	<u>2nd Shift 1-6 Mos.</u>	<u>2nd Shift Aft. 6 Mos</u>	<u>3rd Shift 1-6 Mos.</u>	<u>3rd Shift Aft. 6 Mos.</u>
PIIP	19.62	29.44	39.24	58.86
	9.06	13.59	18.11	27.17
	0.1132	0.1698	0.2264	0.3396
PII	22.70	4.05	45.40	68.10
	10.48	15.72	20.95	31.43
	0.1310	0.1964	0.2619	0.3929
SGT	25.00	37.50	50.00	75.00
	11.54	17.31	23.08	34.62
	0.1442	0.2163	0.2885	0.4327

Hazard Duty Pay**

Annually	600.00
Monthly	50.00
Bi-Weekly	23.08
Hourly	0.288

***Subject to qualification in Article 24**

**** Assignments to Crisis Intervention Team (C.I.T.), Hostage Negotiation Team, Motors, Bomb Squad and Dog Squad**