

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

CITY OF MEMPHIS

AND

**INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS**

FIRE DEPARTMENT SPECIALISTS UNIT

LOCAL 1784



EFFECTIVE JULY 1, 2004

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PREAMBLE

This agreement is entered into by and between the City of Memphis, Tennessee, hereinafter referred to as the City, and the International Association of Fire Fighters, Local 1784, hereinafter referred to as the Union.

It is the purpose of this Agreement to assure harmonious relations between the City and the Union and to provide for 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, March 4, 1969.

The parties accept the special responsibility of Fire Division employees and as such make a public statement that the policy of the Union and the City is to strive toward professional goals.

ARTICLE 1 RECOGNITION AND BARGAINING UNIT

The City of Memphis recognizes the Union as the sole and exclusive bargaining agent for all permanent full time Fire Material Specialists, Fire Protection Specialists, Anti-Neglect Field Inspectors, and Communications Data Specialists in the Fire Services Division for the purpose of conferences and meetings on wages, hours and conditions of employment to the full extent and authority provided by the Charter of the City of Memphis and the laws of the State of Tennessee. Probationary employees are excluded for the duration of their six (6) month probationary period. This probationary period may be extended on a month-to month basis, not to exceed more than six (6) months when recommended by the Director of Fire and approved by the Director of Personnel and when reasons for such extension are provided in advance to the President of the Union.

ARTICLE 2 UNION RIGHTS

1. LEAVE OF ABSENCE

Members elected or appointed to Union Office shall be granted reasonable time off without pay to attend conventions, conferences, and seminars. Request for time off shall be submitted to the Deputy Director or Director of Fire 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 long as proper manning levels are maintained; but permission for time off shall not be unreasonably withheld. Vacation days may be rescheduled to allow attendance at Union functions as outlined above when requested by the Union at least two (2) weeks in advance. Other arrangements for time off with pay may be requested as provided for in other articles of this Memorandum of Understanding.

2. NEGOTIATING TEAM

Up to five (5) members of the negotiating team shall be allowed time off with pay for all meetings which shall be mutually scheduled by both parties, in addition, team members will be paid at the overtime rate identified for 40-hour employees in Article 28 - Rate of Pay, for all non-duty hours actually worked at the bargaining table.

3. The Union President and Vice President shall be maintained on the Fire Division payroll under the jurisdiction of the Director of Fire. It shall be their task to represent the Union on the Labor Management Committee and to act as liaison between the Union and Management and work to improve the overall Labor Management Relationship. No Union officer receiving pay by the City shall do any out-of-town Union organizing or be involved in or conduct any business which does not relate specifically to the tasks identified above except after 4:00 p.m. or on days off. Union seminars and conferences, when approved in advance by the Director, shall be excluded.

Approval of the Director shall not be unreasonably withheld. Union officers shall maintain a record of all duty time off with the Director's office. No overtime shall be paid to any full-time Union officer unless approved by the Director of Fire in advance, except as provided in Section 2 above.

4. UNION MEETINGS

The Union's Executive Board consist of President, Vice- President, Secretary – Treasurer, six (6) elected Fire Bureau Division Union Representatives (as specified in the Union bylaws) and one Union Representative for all Bargaining Unit employees within the Division. The City agrees that requested attendance at the regularly scheduled Union Membership and Executive Board meeting, not to exceed one (1) each per month, will not be unreasonably withheld from those members occupying the specific positions noted is above. The City agrees to continue such member's pay while attending said Union meetings. This provision applies only to those members who are on duty at the time said meeting is held. Such members are required to remain on duty until the scheduled start of said meeting with adequate travel time provided and return to duty immediately upon completion of said meeting.

It will be the responsibility of the Union to maintain an updated list of such members occupying the specific positions noted above with the Director of the Fire Division and to submit to the appropriate Bureau Head for the representative written request to include the date, names, and duty assignment of representatives associated with said meeting. Such request must be submitted in accordance with other provisions of this Article.

Executive Board members defined above may, upon request, be excused from duty without pay to attend special Executive Board meetings or with pay, provided they have arranged for qualified replacement. The City may deny such requests pursuant to these provisions if they interfere with orderly and efficient processing of City business particularly as it relates to the manning of Fire Division operations.

Except as provided for in this Agreement, the City shall not be subject to additional

operating costs associated with granting the above provisions.

5. UNION DIVISION REPRESENTATIVE

The City Fire Division agrees to place elected Union Division Representatives in job assignments so as to facilitate their Union representation activity as far as practical and in accordance with manpower-requirements. Transfer of Division Representatives outside their Division will be by mutual agreement only. Division Representatives may be allowed to visit areas in their division when manpower is available as determined by the Bureau Manager. The City shall not incur any additional costs such as mileage, detail compensation, out-of-rank, etc, to any employee on the account of these visits. It is agreed that employees shall have and be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join or assist the Union free from actual interference, restraint and coercion. Union representatives shall be admitted to the buildings and grounds during working hours for the purpose of assisting in the adjustments of grievances and the conducting of other Union business, except Union solicitation and meetings, or any Union activities which would interrupt the normal work schedule.

Any Union meeting with employees assigned to the Logistical Services Bureau may be called by Union Representatives and may be held on City property during working hours when such request is approved in advance by the Director of Fire. Such permission shall be requested at least one (1) week in advance and permission shall not be unreasonably withheld.

ARTICLE 3 MANAGEMENT RIGHTS

It is understood that the management and the direction of the working force is vested exclusively in the City as the Employer except as specified in the other Articles of this Agreement. Included is the City's right to hire, demote, suspend or discharge for just cause; layoff, promote, assign or transfer employees to any job or any work, anytime or anywhere within the Fire Division; to increase or decrease the working force; to determine the number

and size of the work shifts; to determine the number of employees assigned to any work or any job within the Fire Division; to determine the hours of work per day or week; to make reasonable work rules for the purpose of efficiency, safe practices and discipline; however, any work rule change shall be discussed with the Union at least five (5) days in advance except in case of an emergency in accordance with the provisions of this Agreement; to establish reasonable performance standards and to review employees under these 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 employees in connection with said moving, closing or liquidating; the right to transfer; to subcontract work; to establish new jobs and the wage rates for them; to determine the duties and production standards; to combine jobs; to eliminate classifications or work; to require overtime work; and to select employees for overtime. However, nothing contained in this Article shall deny the right of any employee to submit a grievance as defined in this Agreement.

The rights and powers of management mentioned in this Memorandum do not list or limit all such powers.

The exercise by the City of, or its waiver of, or its failure to exercise its full right of management or decision on any matter or occasion, shall not remove said right from the City, provided that nothing in this Article shall abrogate or after the other Articles of this Agreement, or the rights of employees to the protection of or benefits provided by this Agreement.

ARTICLE 4 EMPLOYEE RIGHTS

1. RATING REPORTS

All ratings shall reflect the employee's overall performance for the period being rated. Any factor rated at the top or bottom of the rating scale shall be documented by the rater and/or endorser(s) giving specific reasons. The rater being the immediate supervisor, must have at

least six (6) calendar months experience working with the employee being rated at the time of the rating.

Any employee will receive a copy of his evaluation upon request. The form shall be prepared and signed by the rater and submitted to appropriate endorser(s) for review, comments and signature prior to being discussed with the employee by his supervisor.

The form shall be in its final form (either typed or in ink) at that time and only then shall the employee be offered the opportunity to sign the form.

When the employee does not agree with the ratings and/or comments, he may refuse to sign and request a conference with his supervisor and the endorser(s) for the purpose of discussing the rating. Following the conference, the employee again has the opportunity to sign the form prior to it being placed in his file. The employee may elect not to sign, in which case the form will still be placed in his file. The employee may submit a letter giving his/her reasons for disagreeing with the rating report and the reasons for his/her refusal to sign. This letter will be attached to the rating report and placed in the employee's file. Refusal to sign will not be reflected in subsequent ratings. A copy of the form will be provided to the Bureau Head.

2. When an employee is called while off duty and ordered to report for investigations or interrogations, he shall be compensated at the appropriate call-back hours and rate as defined in Article 32, Section 3.

3. DISCIPLINE.

Disciplinary action shall be corrective in nature and shall involve the following progressive measures, except that major violations may proceed to more severe actions which could include termination:

- a. Oral Reprimand;
- b. Written Reprimand;
- c. Suspension as provided elsewhere in this Article and which must be documented in writing;

d. Termination.

It is agreed that reference to oral reprimands will be removed after three (3) months, reference to written reprimands removed from personnel files after six (6) months, and reference to suspension removed from personnel file after one (1) year, provided the employee is not still involved in progressive disciplinary action of the same nature or offense.

4. DISCIPLINE AND SUSPENSIONS

Discipline, suspension, demotion, and termination shall be for just cause. No member shall be required to report for duty while under suspended time with loss of pay.

Both parties agree that suspended time shall be stated in terms of hours of suspended time. The maximum suspension without recourse for appeal to the Civil Service Commission shall be eighty (80) hours.

5. INVESTIGATIONS AND INTERROGATION

Any employee subject to administrative investigation shall be advised in writing of the nature of the allegations against him/her prior to an administrative investigation being held on the charges. The employee will be given the opportunity to respond to the charges in the investigation conducted by the appropriate supervising officer prior to any action being taken. Employees will be allowed Union representation if they so request. All employees shall be provided a letter detailing the reason for the suspension period of time away from duty, amount of salary lost, improvement expected, the next reporting time, and date at the end of suspended time. Employees who are the subject of an administrative investigation shall:

- a. Have the questioning done during working hours unless the exigencies of the investigation dictate otherwise as determined by the City. Employees will be given 24 hours notice of administrative investigations. Data pertaining to the investigation shall be provided prior to the investigation.
- b. Not be subject to any offensive language, nor will he be threatened with transfer, dismissal or other disciplinary punishment, No promise of reward will be made as an inducement to answering questions. Nothing herein will be construed to prevent the

investigating superior officer from informing the employee of the possible consequences of his actions.

- c. The questioning will be reasonable in length. Time will also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary:
- d. Not be ordered to submit to a polygraph test. Such test may be offered by the Fire Administration. Refusal to take the test shall not in and of itself be ground for disciplinary action.
- e. The employee and union representative shall be informed of the results of the investigation within 10 days, unless extended by mutual agreement of the parties. Such extension will not be unreasonably withheld by the Union.

6. COUNSELING

The City reserves the right to hold counseling sessions. The purpose of a counseling session is to solve employee problems and to avoid the development of a situation into a disciplinary problem. A counseling session will be documented on a form, but this form, shall not be made part of the employee's permanent record but shall be maintained by the immediate Supervisor, Division Chief, or the bureau head no longer than six (6) months, provided no disciplinary action becomes involved. Employees shall be given a copy of the counseling forms.

These sessions should not be a disciplinary measure but employees should be informed of the specific behavior which could lead to further action and why the session is being documented.

7. VOLUNTARY ASSIGNMENTS

The Union and the Employer encourage full participation in community service activities. However, such participation shall be on a voluntary basis and acceptance or rejection of voluntary assignments shall not be a factor in the employee's job performance evaluation or

the promotional process.

ARTICLE 5 DUES DEDUCTIONS

The City agrees to deduct Union dues twice monthly from the earned wages of full time, permanent employees covered by this Agreement. Further, the City agrees to deduct Union dues from probationary employees, with the understanding that they are not covered by this Agreement. The amount of regular Union dues deduction shall be determined by the Union and certified by the Secretary or President of the Union to the City Human Resource Director.

Deductions shall be made from the employee's wages only when authorized by him on an appropriate form, a copy of which must be submitted to the payroll department. The authorization for payroll deduction shall be revocable by an employee at any time with such request being in writing, signed by the employee with copies of such notice being sent by certified mail to the Union Secretary and to the City Human Resource Director. Employees may also revoke dues deductions in person at the Union office.

Revocation of dues deductions will be made effective thirty (30) days from the date the notice is received in the City Human Resource Office or from the date of notice from the Union, whichever is less. Revocation will be confirmed by memo from the City Human Resource Office to the Union office, indicating the name and the date which the deduction will be cancelled.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of appropriate Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues. However, any employee who executed a written assignment authorizing payroll deduction prior to any authorized leave shall, upon

returning on payroll, have his dues deducted. The Union will indemnify and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deductions of Union dues.

The authorization for a payroll deduction shall become effective on the next payroll date occurring after the receipt of the authorization for payroll deduction by the Payroll Department.

In the event there is an increase in Union dues, the Union shall notify the City at least thirty (30) days prior to the effective date of the dues increase.

All money deducted by the employer, together with a list of members from whom deductions were made, shall be mailed to the Treasurer of the Union twice monthly. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

ARTICLE 6 NO STRIKE

During the term of this Memorandum of Understanding between the Union and the City, or after the expiration thereof, the Union and its membership agree that it will not engage in or approve any strike, slowdown; or other work stoppage growing out of any dispute relating to the terms of this Memorandum of Understanding, or for any other reason.

The membership of the Union recognize, therefore, that participating in a strike as defined herein shall subject the member or members to immediate and permanent dismissal, together with the loss of all employee benefits, not to include vested pension benefits.

The City agrees it will not lock out employees during the term of any Memorandum of Understanding or prior thereto. The Union will take such lawful steps as may be necessary to prevent any interruption of work prior to or after any Memorandum of Understanding comes into existence, recognizing with the City that all matters of controversy concerning

employment shall be settled by applicable law and City personnel policies, or by established grievance procedure as specified in this Memorandum of Understanding.

Further, in the event of a strike as defined herein, the Union and individual members agree that all dues being withheld from the wages of the Union members and that have not been paid over to the Union will be retained by the City and applied to any costs incurred by the City as a result of said strike.

It is understood and agreed that the Union, as well as its members individually who participate in the violation of the provisions herein, shall hold the City of Memphis harmless from any and all liability or claims which it may incur or sustain as a result of any violation of the provisions embodied herein.

It is further understood and agreed that the provisions embodied herein shall inure to the benefit of any individual, company, corporation, or other legal entity who shall sustain damage as a result of violation of the provisions herein.

Nothing in the Memorandum of Understanding is construed to limit relief under the common law or any applicable statute to which the City may be entitled to injunctive relief or for damages suffered against the individual members of the local Union, and nothing in this Memorandum is construed to limit relief under the common law or any applicable statute to which the Union may be entitled for injunctive relief or for damage.

ARTICLE 7 GRIEVANCE PROCEDURE

- I. A grievance shall mean an allegation by the Union or the employee(s) that:
 - A. There has been a violation or misapplication of the provisions of this Memorandum of Understanding or, of clearly existing and established rules, regulations, policies or past practices of the Fire Services Division which result in an unfair or unreasonable personnel action by the City against identifiable members of the bargaining unit, or
 - B. An employee has been suspended and/or discharged without just cause. Griev-

ances shall be handled in a simple and direct manner. The Union and the City agree that grievances should be settled in an orderly, prompt and equitable manner which will maintain the self-respect of all parties involved.

2. The Union shall appoint from its membership a *Grievance* Chairman and identify him, in writing, to the Division Director.

3. When a grievance arises, the employee or employees involved along with the Union Representative shall attempt to resolve the grievance with the supervisor. Right of representation by a Union official above Union Representative shall not be unreasonably withheld when requested.

4. In the event a satisfactory decision is not reached, the aggrieved employee shall file the grievance with the Union Grievance Chairman indicating the alleged violation. The Union Grievance Committee shall review the facts of an alleged violation and determine if a grievance exists. If the Union determines a grievance exists, it shall be submitted in writing to the Division of Fire Personnel within ten (10) days, excluding weekends and holidays, of the occurrence or discovery of the allegation. The written grievance shall indicate the time and date the grievance occurred, the article alleged violated, a summary of the facts related to the grievance and the relief sought. However, when a grievance applies to more than one (1) employee or has a division-wide application, such grievance may be filed initially at Step 2, upon mutual agreement of the Director of Fire Services and the President of the Union.

STEP 1. Upon receipt of the written grievance the Division of Fire Personnel shall within ten (10) days, excluding weekends and holidays, coordinate a hearing with the appropriate Supervisor within the grievant's chain of command and the Union representative.

If mutually agreed to, either the Union or the City may call no more than two (2) witnesses with pay. The appropriate Supervisor shall provide the Union with a written decision within ten (10) days, excluding weekends and holidays, after the close of the hearing.

STEP II. If the City's decision is rejected by the Union, then the Union shall file a written notice of appeal within ten (10) days, excluding weekends and holidays, of receipt of the

decision at Step 1 with the Division of Fire Personnel. The Division of Fire Personnel shall schedule a hearing with the Director of Fire Services, or designated representative and the appropriate Union Representative to be conducted within ten (10) days, excluding weekends and holidays, of receipt of the appeal. The Division Director or his designated representative shall respond in writing within ten (10) days, excluding weekends and holidays, after close of the hearing. If mutually agreed to, either the Union or the City may call no more than two (2) witnesses before the Director with pay.

STEP III. The Union shall indicate its acceptance of the Director's decision or its rejection and request for arbitration within thirty (30) days of receipt of the decision. The arbitration shall be handled pursuant to Article 8.

Any matter for which a grievant would have recourse to an appeal to the Civil Service Commission may be submitted by the grievant to the grievance procedure. However, no matter shall be heard by the Civil Service Commission and by an arbitrator. Therefore, if a matter is appealed to the Commission and also grieved, the grievance shall be withdrawn prior to any hearing by the Commission. Similarly, if the matter is appealed to the Commission and arbitration is requested, the appeal to the Commission must be withdrawn prior to scheduling of any arbitration hearing.

5. Specified time periods shall be exclusive of Saturdays, Sundays, and City paid holidays. The time limits specified above may be extended by agreement of both parties when requested in writing and approved by representatives of both parties prior to the expiration of the time limits set forth above.

6. Failure by the City to provide an answer following a timely Union appeal shall result in the Union position being sustained. Failure by the Union to provide an appeal following a City decision shall result in City's position being sustained.

7. Nothing in this Memorandum shall prevent non-union employees from presenting their own grievances and receiving adjustment at any step without the assistance or presence of a Union Representative, provided, however, that no adjustment shall be inconsistent or in

conflict with the terms of this Memorandum of Understanding.

ARTICLE 8 ARBITRATION

Any and all unresolved grievances as defined in Article 7 may be submitted to arbitration the following manner: the parties shall apply within seven (7) days to the Federal Mediation and Conciliation Service or the American Arbitration Association for the names of five (5) arbitrators. One (1) arbitrator shall be selected by alternately striking names from the list, and the dispute shall be submitted to the arbitrator then remaining for the advisory arbitration. Such arbitration shall be under the rules of the Federal Mediation and Conciliation Service or the rules of the American Arbitration Association as prescribed by the arbitrator selected. The parties may waive, if they desire, the provision of this section and select an arbitrator mutually agreed upon. The cost of the arbitrator selected shall be borne by the party against whom the award is rendered (Fire Service Division or Union), unless there is a split award and then the cost will be shared equally by the parties. Facilities shall be provided by the Employer.

The arbitrators shall have no authority to set policy or to add to or subtract from or change any terms of the Memorandum of Understanding.

There shall be final and binding arbitration on suspension and discharge with the arbitrator chosen as above. In all other matters the decision of the arbitrator shall be forwarded to the Director of Human Resources of the City and the President of the Union within thirty (30) days of the closing of the hearing. The Director of Human Resources shall then forward the decision to the Chief Administrative Officer who shall then review the arbitrator's decision as well as previously established facts relating to the grievance and provide a binding decision on the grievance as the final step in the grievance procedure.

It shall be the prerogative of the Chief Administrative Officer to request additional information as he deems necessary from either party and/or to conduct a hearing as he desires. This decision shall be provided in writing to the Union with copies to the Director of the Fire Services Division, the City Attorney and the Director of Human Resources within fifteen (15)

calendar days from the date the arbitrators' decision is received.

Any matter for which a grievant would have recourse to an appeal to the Civil Service Commission may be submitted by the grievant to the grievance procedure. However, no matter shall be heard by the Civil Service Commission and by an arbitrator. Therefore, if a matter is appealed to the Commission and also grieved, the grievance shall be withdrawn prior to any hearing by the Commission. Similarly, if the matter was appealed to the Commission and arbitration is requested, the appeal to the Commission must be withdrawn prior to the scheduling of any arbitration hearing.

ARTICLE 9 LABOR MANAGEMENT COMMITTEE

A Labor Management Committee shall be established for the purpose of discussing, at a mutually agreeable time, matters of mutual concern, but not to include amendments to this Memorandum of Understanding. It is further agreed that the items which shall be discussed will be those items which related to interpretation of Fire Division policy and the administration of those policies but shall not serve as a negotiating session, nor shall items be discussed which are currently involved in a grievance procedure. It is agreed that this committee will deal with those items of mutual concern which generally related to public or community relations activities, working conditions, and health or safety matters

This Committee shall be limited to not more than three (3) Union and three (3) Management members and shall meet once a month upon request, providing relevant subject matter exists. Otherwise, this Committee shall meet as mutually agreed to by the President of the Union and the Director of the Fire Division.

Union members shall include the President and/or Vice President of the Union, with the remaining member(s) to be appointed by the President, while the Fire Division representative shall include the Director and/or Deputy Director(s), with the remaining member(s) of the Committee to be appointed by the Director. Committee members shall be identified in writing by both parties and additional persons may be invited to attend when mutually agreeable to

both parties.

It is further agreed that the subject matter for each meeting shall be determined in advance and shall be communicated in writing to both parties prior to the beginning of the meeting. Results of the meeting shall be submitted in writing to the Union. The Committee shall be submitted in writing to the Union. The Committee shall encourage input from throughout the Fire Division.

ARTICLE 10 NON-DISCRIMINATION

A. It is jointly 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 for all qualified applicants and qualified employees without regard to race, union affiliation, color, sex, age, religion, political beliefs, national origin, or disability except where such factor constitutes a bona-fide occupational qualification. The Union and the City agree that no qualified applicant for employment or employee shall be discriminated against in hiring, promotion, terms and conditions of employment or discharged because of religion, union affiliation, political beliefs, national origin, or for exercising the use of the grievance procedure. The Union acknowledges that action taken in accordance with state or federal law or a court order shall not be deemed a violation of this Memorandum of Understanding.

B. The term "employee" in the Agreement or use of the male gender shall be considered as including female.

C. The Union and the City recognize that no employee is required to join the Union, but that every employee has the right to choose of his own free will as to whether or not he will or will not be a Union member. Both parties agree that they will not interfere with, coerce, or intimidate any employee regarding his right to join or not to join the Union, or in any way discriminate against those employees who are or are not Union members.

ARTICLE 11 PROBATIONARY ORIENTATION

The Union shall be given the opportunity to orient probationary employees, and other new

employees on the history, purpose and objectives of the Union. Such material to be presented by the Union to such employees must be mutually agreed to by the Director of Fire and Union President prior to such presentation. This orientation period may be held at the Training Academy and shall be at a time to be determined by the Union President and the Director of Fire. The Union may pass out enrollment cards during orientation.

**ARTICLE 12
RULES AND REGULATIONS**

The City and the Union recognize the right of the City to issue rules and regulations and to revise operational and administrative policies and procedures as necessary to assure the proper and efficient operation of the Fire Division.

The City agrees to provide a complete manual of rules and regulations with copies of this manual to be made available to all members at their respective duty stations. To comply with the intent of the Preamble to this Memorandum, the City shall discuss changes to rules and regulations with the Union Representatives on the Labor Management Committee. All changes to rules and regulations shall be posted on bulletin boards for at least ten (10) calendar days prior to the stated effective date, at which time they shall be included in the rules and regulations manual and mailed certified mail to the local Union office.

Rules and regulations shall be defined to include Fire Division rules, regulations, policies and Director's memoranda which are not in conflict with the specific provisions of this Memorandum of Understanding. City policy that modifies the existing working conditions defined in the Agreement shall be discussed with the Union at least ten (10) days in advance, except in the case of an emergency. The Department agrees to fax a copy of the general staff meeting minutes to the Union.

**ARTICLE 13
SICK LEAVE**

Members of this bargaining unit shall be covered under the City's sick leave policy. Employees will be required to call in on sick leave 30 minutes prior to their shift.

SICK LEAVE - Accumulated rates for the term of this Agreement shall be in accordance

with the schedule provided below:

Upon completion of sixty (60) calendar days, all regular employees shall be eligible to receive pay while absent from work due to sickness to be charged against accumulated sick leave time.

Unlimited accumulation of sick leave begins from the first day of employment at the following rates per month:

1-5 Years	8.00 Hours
6-9 years	12.00 Hours
10-14 Years	16.00 Hours
15-+ Years	20.00 Hours

Sick Leave will not accumulate while an employee is absent on sick leave fifteen (15) days or longer, unauthorized absence, or during other unpaid Leaves of Absence.

Paid holidays that occur while an employee is on sick leave shall not be charged as sick leave. An employee who is absent due to an unconfirmed illness and such illness extends to the third work day, shall be required by the City to submit a physician's statement upon return to work.

The physician's statement shall be the completed physician's release form provided by the Division of Fire Services.

The following relates to the requirement to submit a completed physician's release form upon return to work. In the event an employee is unable to submit the completed required form, such employee will be returned to duty status upon presenting a physician's release to return to duty on a regular doctor's office form. However, in such cases, the employee is required to follow with the Fire Division's completed physician release form within seven calendar days after returning to work.

Cases of abuse of sick leave may require the employee to submit a physician's statement for a single day's absence, such requirement not to exceed three (3) months.

Absences accompanied by the Division's Physician's Release Form will not be counted toward this requirement.

The City agrees that employees who are on sick leave status shall not be requested to notify the Fire Division of departure from home except on duty days and further agrees that visits to employees on sick leave status shall be done only on days the employee would normally be on duty, but may be done at the discretion and convenience of the Fire Division on those days. An employee who becomes ill while on vacation or bonus day and whose illness is substantiated by a doctors statement may have that portion of vacation or bonus day which was interrupted by illness, rescheduled. It shall be the employee's responsibility to report said illness to the Alarm Office immediately, and present his doctor's statement to his Supervisor upon return to work.

An employee who has a prolonged illness or injury off the job which is medically verified will not have to report in and out of the house after requesting and receiving approval of the Bureau Manager of the division to which he is assigned. Such approval to be for a specific period and not to be unreasonably withheld.

Employees shall be compensated in cash for accumulated unused sick leave when they retire, not to exceed seventy-five (75) days. Upon retirement, employees shall be compensated for up to 600 hours at their eight (8) hour rate of pay. The amount of payment for unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's retirement. Such payment shall not be counted as compensation for the purpose of computing retirement benefits.

BONUS DAY

After completion of sixty (60) calendar days of continuous service, an employee who works three 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 or as elsewhere provided herein. Unauthorized absence, as it relates to all sick leave provisions shall be an accumulated absence of six or more hours in

a three (3) month period. Wherever Bonus Day and/or Sick Leave day are noted in this Sick Leave Policy, reference is to duty days. 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. An employee shall not have more than four (4) Bonus Days on the books unless approved by the Director of Fire. When employees are unable to utilize their Bonus Days, they shall not lose them.

Requested Bonus Days shall be scheduled as is practical within manning requirements of the Fire Division. However, it is acknowledged by the parties that there may be occasions when the employee may request the change of a scheduled Bonus Day(s) or the Division may not be able to grant a scheduled Bonus Day(s) to an employee. In either case, both parties agree to give ample notice.

Due to the critical manning requirements unique to the Fire Division, employees may exercise an option of taking his Bonus Days as time off or receiving compensation for earned Bonus Days, not to exceed four (4) Bonus Days per year, at his regular days pay at the straight time rate for the term of this Agreement.

ARTICLE 14 ON-THE-JOB INJURY

If a member receives an injury, disease or illness while in the performance of duty and requires medical treatment with time off, then such member shall receive and be carried in a status of injury on-the-job.

An employee will receive full salary so long as there is medical documentation from the physician of record that it is medically necessary for the employee to remain off work due to the on-the-job injury or illness for a maximum period of six (6) calendar months plus up to six (6) additional calendar months at the Division Director's authorization upon medical documentation as submitted by the employee's attending physician and/or a physician selected by the City. At the conclusion of the twelve (12) calendar months of OJI at full pay the injured employee who has been determined to be medically unable to perform the full scope of their job and unable to return to full duty may:

A. Request use of accrued leave benefits and/or a leave of absence without pay. The

total period of accrued leave taken will not exceed six (6) additional calendar months beyond the above described twelve (12) months. Request for a leave of absence without pay may be granted although the employee has remaining unused accrued leave benefits. It is understood that under this option, all benefits will continue to accrue as if OJI time was being utilized.

B. Apply for Long Term Disability Income Plan Benefits.

C. Apply for a line-of duty disability retirement, subject to the rules of the City of Memphis Retirement Ordinance.

Members who are carried in a status of being injured on-the-job shall submit physician's report stating the estimated date of return to limited duty or full duty whichever is applicable, and shall include all available information regarding the disability and the prognosis. It is recognized by the members of the Union that the City shall have the opportunity to require a member to report to a physician selected by the City for examinations at any time with the cost to be borne by the City. Results of the examinations by the City physician shall be a determining factor in decisions related to return to duty status.

An employee who is in on-the-job injury status shall not be required to report in and out of his home to the Fire Division. It is understood that the individual shall be required to provide the City Human Resource Division and the Fire Division with necessary medical statements and/or be present for evaluation examinations upon request.

The City policy regarding on-the-job injuries will be made available for review. Hospital semiprivate room rate coverage shall be provided. However, if in the professional opinion of the duly qualified attending physician, the medical welfare of the employee clearly dictates the requirement 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 semiprivate rooms exist, the City will pay private room rates when no semiprivate room is available. In hospital facilities where only private room rates exist, the City will pay the private room rate. The City reserves the right to investigate and confirm and affect conditions related to this provision.

ARTICLE 15 DEATH IN FAMILY

In the event of a death in the employee's family, full wages will be paid for scheduled days of work from which the employee is necessarily absent because of the death, but not beyond a maximum of three (3) days.

Immediate family shall be defined as: Legal Spouse, Legal Children, Legal Parents
Legal Grandparents (and includes great-grandparents of the employee) Legal
Grandchildren, Children of Legal Spouse, Brothers, Sisters (blood, step, half) Mother,
Father of Legal Spouse, Properly established Foster Parents Step Parents

If necessary, employees will be given up to two (2) days off with pay for the funeral of the following relatives:

Son or daughter-in-law of employee or employee's legal spouse

Brother or sister-in-law of employee or employee's legal spouse

Grandparents of employee's legal spouse

Grandchildren of employee's legal spouse

Relationships listed above that are created by legal adoption

If leave under this Article interrupts an employee's scheduled vacation, bonus day or sick leave, the employee has the option of electing leave under this Article and the vacation or bonus day will be rescheduled at the convenience of the City and the sick leave charged will be restored.

ARTICLE 16 DEATH OF AN EMPLOYEE

In the event of the death of a regular permanent employee, while employed by the City of Memphis, the following is to be paid to the person entitled thereto as designated by the

employee, or by law. All accumulated sick days up to seventy-five (75) days; all accrued wages due including allowances for unpaid holidays, vacation time, compensatory time and bonus days; an amount equivalent to the employee's regular wages for one (1) month after legally required deductions; and a \$4,000 no-cost death benefit.

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

ARTICLE 17 SENIORITY

1. Seniority shall be calculated in the following manner:

A. CITY-WIDE SENIORITY shall be the length of service of the employee with the City from employee's last date of employment.

B. FIRE DEPARTMENT SENIORITY shall be the length of service with the Division of Fire from employee's last date of employment within the Division of Fire.

2. All new employees shall be considered probationary employees for six (6) months from their last date of hire. At the end of the probationary period new employees shall be added to the seniority list, provided, however, that employee who transfer from other City Divisions or Departments shall retain their city-wide seniority.

3. An employee shall have his seniority broken when he resigns, is discharged for just cause, or accepts gainful employment while on approved Leave of Absence from the Division of Fire or is laid off for a period of more than twenty-four (24) months.

4. If an employee who has passed his probationary period resigns and is later rehired he shall return at the monthly salary consistent with his length of service in the Fire Division and consistent with the City's wage and salary administration policies.

5. The City shall provide to Local 1784, a Fire Division seniority report showing

employee's name, job classification, City-wide seniority date and Fire Department seniority date on a semiannual basis.

6. The City agrees to make available to Local 1784 information relative to this bargaining unit showing authorized strength and currently assigned strength.

7. In the event it becomes necessary to reduce the Fire Division, seniority alphabetically shall govern layoffs and recalls. Employees lowest in seniority shall be the last to be recalled. Members laid-off shall be given thirty (30) days notice prior to the effective date of layoffs.

ARTICLE 18 WORK SCHEDULE

The normal weekly work schedule shall be a forty (40) hour week, Monday through Friday. Each work day shall be 6:00 a.m. to 2:00 p.m., 7:00 a.m. to 3:00 p.m. or 7:30 a.m. to 3:30 p.m., or 8:00 a.m. to 4:00 p.m.

However, a work week of four 10-hour days may be substituted for the work week of five 8-hour days should the City determine that such a change would benefit the operation of the bureau.

Employees shall be granted within each work day, one thirty (30) minute paid meal period and two fifteen (15) minute break periods (one mid-morning, one mid-afternoon).

Any change in the above schedule will require two (2) weeks notice to the Union and employees affected.

ARTICLE 19 INCLEMENT WEATHER

There shall be no outside building or grounds general appearance work performed when temperatures are above 90 degrees or below 40 degrees Fahrenheit

ARTICLE 20 BULLETIN BOARD

The City agrees to furnish and maintain suitable bulletin boards adjacent to or in close proximity to Division bulletin boards. Upon installing at new locations or replacing present bulletin boards, the minimum size of bulletin boards shall be a minimum of twenty-four (24)

inches by thirty-six (36) inches dimension.

Material posted on these boards shall be the responsibility of the Union and shall relate to Union matters to include meetings, Union elections, social events, reports and decisions.

The City shall have the right to remove any material, not included above, provided the Union Representative or alternate shall be informed of removal of any material.

ARTICLE 21 PERSONNEL FILE REVIEW

All employees shall have the right to review the complete personnel file. Employees shall have ready access to his personnel file at Bureau level. When requesting a review of a personnel file at a higher level, an appointment by phone or in writing shall be made. In no case shall any document be removed from personnel files following a request and prior to the review, nor shall any information be added or altered at any time without the individual being aware of the change.

An employee shall receive a copy of all letters placed in his personnel files. A copy of the evaluation form will be furnished to the employee upon request. A copy of the 703 Form (OJI Form) will be furnished to the employee upon request.

ARTICLE 22 RESIDENCY REQUIREMENTS

The City has established a residency requirement (PM-14-02, December 1, 1992) for all City employees which shall include Fire Division personnel. Employees must be able to report for duty within two (2) hours of notification; current address and telephone numbers must be maintained.

ARTICLE 23 WORK TASKS

No employee shall be required to perform work which is designated and assigned exclusively to other Unions. However, employees are responsible for keeping their work areas in a reasonably clean and orderly condition

ARTICLE 24 SAFETY AND HEALTH

The Fire Services Division Director shall appoint a Safety Administrator for the Fire Services Division. The Safety Administrator shall be responsible for the maintenance of safety records and for reviewing safety matters affecting employees. A health and safety committee composed of members of the Union and the Fire Administration will meet and confer on matters affecting health and safety. Meetings shall be held as needed but not less than on a quarterly basis.

In such cases where employees are assigned to work in areas where they are exposed to communicable diseases such as tetanus, typhoid, typhus, tuberculosis, hepatitis, or other similar diseases, and the employees contract such a communicable disease, the employees will be treated for that disease at the expense of the City and will not lose any benefits he or she would have otherwise received and that employee not contracted such disease. To be disqualified from such treatment, evidence must indicate that such disease was not contracted as a result of the employee's job performance.

The employer will furnish annual inoculations protecting against tetanus, typhoid, typhus, influenza and hepatitis at the request of the employee. Arrangements for such requested inoculations will be made by the City so as to least interfere with normal operations and to control cost associated with such inoculations. The Department and the Union agree to work with the Shelby County Health Department or other approved health organizations to make shots available to employees at a central location.

ARTICLE 25 MILITARY LEAVE

SECTION I - Leave 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 shall be excluded from duty on presentation of their orders and shall 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 shall not exceed fifteen (15) days or as specified by State law. Time absent from employment may be counted as vacation time if

the employee so desires.

SECTION 2 - Employees who enter military duty shall be reinstated to his former classification upon release by honorable discharge within ninety (90) days from the date of discharge. All benefits shall accrue in accordance with applicable Federal Law and City Ordinance.

SECTION 3 - Vacation and/or Bonus Days when approved in advance by Fire Division Personnel may be utilized for weekend drills.

ARTICLE 26 LEAVES OF ABSENCE

1. EDUCATIONAL

Permanent, full-time employees shall be eligible to receive a leave of absence without pay which does not exceed one (1) full year for the purpose of furthering educations. Such educational leaves should be determined upon approval of the Director of Fire Division. Such educational leave may be extended for an additional one (1) year upon written request by the employee and upon approval of the Division Director.

2. 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 without pay for such personal reasons as marriage, illness of a member of the family, disposal of family estate, funeral for other than immediate family, or other emergencies for a period not to exceed thirty (30) days upon approval of the Division Director.

As of January 1, 2005, employees within this bargaining unit, who have completed their initial probationary period with the City of Memphis, shall be allowed personal leave given at the rate of two (2) days off per calendar year with pay, which must be used within that same calendar year. Employees shall not be compensated in cash for unused personal leave, and such leave shall not be counted as time worked for purposes of computing overtime.

The use of such leave must be approved and scheduled by management. Approval may be withheld at the discretion of the Division Director.

3. SICKNESS

Permanent, full-time employees with at least three (3) months of continuous service with the City will be eligible for a leave of absence without pay not to exceed six (6) months with an extension up to six (6) months after the exhaustion of the employee's paid sick leave because of the prolonged illness of the employee. The request for such leave of absence or extension shall contain the recommendation of the physician and the leave shall be granted by the Division Director. The employee shall be reinstated upon a written statement from his doctor that he is able to return to work.

4. EMERGENCY LEAVE

In the event of an emergency, an employee may be allowed up to two (2) hours of time off with pay with proper notification to his immediate Supervisor.

5. MATERNITY LEAVE

Maternity Leave will be offered in compliance with state and federal law as specified in the City's Personnel Manual.

6. MISCELLANEOUS

Any Leaves of Absence without pay not specifically enumerated in this Agreement shall be provided in accordance with established City policy.

None of the recommendations or approvals referred to in this Article shall be unreasonably withheld.

ARTICLE 27 VACATIONS

Employees covered by the terms of this Memorandum of Understanding shall be granted such vacation time as set forth by the Ordinances of the City of Memphis and in accordance with the following schedules based on the employee's length of continuous

Years of Service	Work Days Per Calendar Year
-------------------------	------------------------------------

1 but less than 6	10 days
6 but less than 7	11 days
7 but less than 8	12 days
8 but less than 9	13 days
9 but less than 10	14 days
10 but less than 11	15 days
11 but less than 12	16 days
12 but less than 13	17 days
13 but less than 14	18 days
14 but less than 15	19 days
15 but less than 17	20 days
17 but less than 19	21 days
19 but less than 21	22 days
21 but less than 23	23 days
23 but less than 25	24 days
25 and over	25 days

Available vacations periods / lines will be distributed to bargaining unit personnel by November 1. Vacations shall be administered on a seniority basis one vacation period at a time. The number of employees off on vacation in a given period of time shall be determined by the Fire Division to assure orderly operation of the Department,

**ARTICLE 28
RATE OF PAY**

Bargaining Unit employees will be compensated in accordance with Article 31, Salary.

An employee's regular hourly rate of pay shall be computed as follows:

Eighty (80) hours per pay period shall apply. Hourly rate shall be computed, (carried to the thousand decimal), as:

Employee's base rate per month times twelve (12) months, divided by twenty-six (26), divided by eighty (80) hours.

1. OVERTIME

Overtime shall be paid for all hours worked in excess of the forty (40) hours per week at the rate of time and one-half for all employees. Any part of an hour shall be paid in increments of fifteen (15) minutes and shall be rounded to the next highest fifteen (15) minute increment.

2. CALL BACK

Employees who are called back for Fire Division duty from off-duty shall be paid a minimum of four (4) hours worked at the straight time rate or at the overtime rate for hours worked in accordance with this Article, whichever is greater.

ARTICLE 29 OUT-OF-RANK

Employees covered by this bargaining unit shall be paid out-of-rank pay when assigned to perform the duties of a rank higher than his own. The employee shall receive out-of-rank base pay rate at a base rate of the rank performed. It is agreed that compensation for out-of-rank assignments shall begin immediately upon assignment.

ARTICLE 30 PAID HOLIDAYS

The following days shall be observed as paid holidays:

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

Members who perform any work on a designated holiday shall receive holiday compen-

sation for the pro-rata length of duty performed.

**ARTICLE 31
SALARY**

Present or adjusted salaries below to be increased by three percent (3 %) January 1, 2005 and July 1, 2005.

Rates Effective	January 1, 2005	July 1, 2005
Fire Material Specialists		
Entry	\$2,222.10	\$2,288.76
Step 2 (6 mo.)	\$2,576.52	\$2,653.81
Step 3 (12 mo.)	\$2,736.53	\$2,818.62
Step 4 (24 mo.)	\$2,896.34	\$2,983.23
Anti Neglect Field Inspector	\$3,358.94	\$3,459.71
Sr. Anti Neglect Field Inspector	\$4,399.53	\$4,531.52
Fire Protection Specialist	\$3,841.17	\$3,956.40
Communication Data Specialist (Base Salary)	\$2,166.41	\$2,231.41

**ARTICLE 32
PENSION**

It is agreed by the parties that the City Pension Ordinance shall apply to members of this bargaining unit. The rate of contribution by the employee shall be that which is specified in the pension ordinance. Any changes in the Pension Plan shall be made applicable to employees covered by this Agreement.

**ARTICLE 33
MILEAGE AND DETAIL COMPENSATION**

City vehicles shall normally be used for required employee transportation. However, in those situations where no City vehicles are available, an employee with permission may use their personal vehicles for City business and reimbursement of expenses shall be governed by the City's Mileage Policy.

**ARTICLE 34
SAVINGS CLAUSE**

In the event that any provision, article, section, or portion of this Memorandum of Understanding is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, ordinances, and regulations of the United States of America or the State of Tennessee, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding and the parties shall meet as soon as possible to agree on a substitute provision; however, if the parties are unable to agree within ninety (90) days following the commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

The parties acknowledge that during the meeting and conferring which precede this Agreement, each had the unlimited right and opportunity to make demands and policies with respect to any subject or matter not removed by law from the area of meeting and conferring, and that the understandings and agreements arrived at between the parties after the exercising of that right and opportunity are set forth in this Agreement. Therefore, the City of Memphis and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to meet and confer with respect to any subject or matter not specifically referred to or not settled during bargaining even though each subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement; such matter shall not be subject to the grievance procedure.

It is further agreed that Articles contained in this Memorandum and other subjects will be subject to negotiations during the term of this Agreement only when signed to by both parties.

**ARTICLE 35
UNIFORM ALLOWANCE**

Effective July 1, 2004, Uniform Allowance shall be as follows:

1. Probationary employees in their first year of service\$400.00
2. Uniform members in their second year\$350.00
3. Uniform members in their third year and each year thereafter..... \$275.00
4. Members who are required to wear plain clothing and those required to wear class A, B, or C uniforms daily\$350.00

**ARTICLE 36
TUITION REFUND PROGRAM**

The City will provide a tuition refund program to be available to all employees covered by this Memorandum of Understanding. To be eligible for benefits in this Article, employees must be enrolled in accredited Adult Education courses or in a degree or technically oriented course at a local university or technical school.

To be eligible for tuition refund, the course(s) to be taken must be recommended by the Division Director and approved in advance by the Director of Personnel Department.

The reimbursement plan will pay the costs of tuition and books upon successful (C average or above) completion of the course, provided, however, that benefits provided by the Veterans' Educational Benefits Act shall not be duplicated by the provisions of this Article.

Cost for educational programs directly related to the job duties of the Emergency Unit Bureau and which are not included in the tuition refund program may be paid by the Fire Services Division upon prior approval of the Director of Fire Services.

**ARTICLE 37
HOSPITALIZATION INSURANCE**

For employees who are covered under the City of Memphis Health insurance Plan the City will contribute 70% of the total premium and the employee will contribute 30% of the total premium.

For employees who are covered under an alternative hospitalization insurance plan offered by the City of Memphis, the City will contribute to the premium up to the amount of money it would have paid toward the City of Memphis Health insurance plan premium had the employee chosen the City of Memphis Health insurance Plan and the employee will

contribute the balance of the premium for the alternative plan.

**ARTICLE 38
SHIFT WORK**

In the event the City establishes regular evening or night shifts, the parties agree to bargain regarding the establishment of shift premium pay. Such bargaining may be conducted by officials authorized by both parties.

An evening shift is defined as one beginning between 3:00 p.m. and 6:00 p.m.; a night shift is defined as one beginning between 9:00 p.m. and 12:00 a.m. (midnight).

The parties further agree that seniority shall control shift assignments and that annually employees will be given opportunity to change shifts.

**ARTICLE 39
LONGEVITY**

Longevity Pay shall be:

Years of Service	Monthly
5	\$20.00
10	\$30.00
15	\$45.00
20	\$55.00
25	\$70.00
30	\$80.00

**ARTICLE 40
INCENTIVE**

Full-time, non-probationary employees shall receive education incentive pay, in addition to base salary, in accordance with the following schedule:

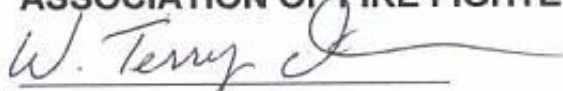
1	Year College (25 hours)	1 percent
2	Years College (55 hours)	2.5 percent
3	Years College (85 hours)	5 percent
4	Years College (Degree)	7.5 percent

ARTICLE 41
TERM OF THE AGREEMENT

This Agreement shall be in effect from July 1, 2004, through June 30, 2006.

IN WITNESS WHEREOF, the parties have set their hands this 1st day of July 2004 to place into effect the provisions of this Agreement, effective July 1, 2004.

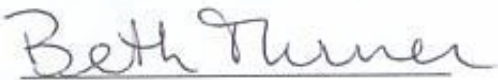
**LOCAL 1784 INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS**



W. Terry Oldham



Tim Mitchell




Beth Turner

Jeff Jones
Holly Carter


CITY OF MEMPHIS



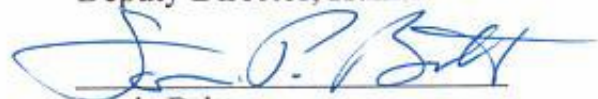
Dr. W.W. Herenton
Mayor



Keith McGee
Chief Administrative Officer



Suzanne Ratliff,
Deputy Director, Human Resources



Louis Britt
Chief Negotiator