

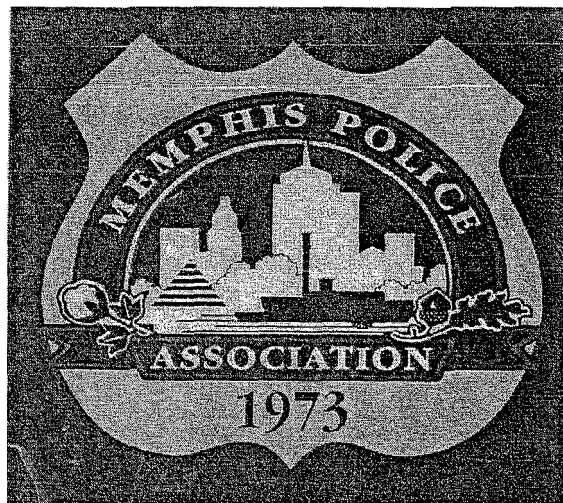
AGREEMENT

Between The

MEMPHIS POLICE ASSOCIATION

And The

CITY OF MEMPHIS, TENNESSEE



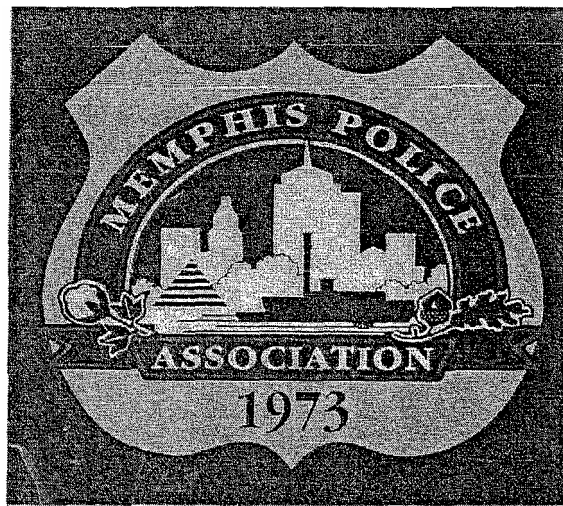
EFFECTIVE

JULY 1, 2004

through

JUNE 30, 2006

AGREEMENT
Between The
MEMPHIS POLICE ASSOCIATION
And The
CITY OF MEMPHIS, TENNESSEE



Dedicated to Excellence

TABLE OF CONTENTS

ARTICLE	NAME OF ARTICLE	PAGE NO.
1	AGREEMENT	1
2	NO DISCRIMINATION.....	1
3	RECOGNITION	2
4	BARGAINING UNIT	2
5	PROBATIONARY PERIOD.....	4
6	COMMISSION STATUS	4
7	DUES CHECK-OFF	5
8	NO STRIKE CLAUSE	7
9	ASSOCIATION RIGHTS.....	9
10	MANAGEMENT RIGHTS.....	11
11	LABOR MANAGEMENT COMMITTEE.....	12
12	GRIEVANCE PROCEDURES	13
13	POLICIES AND PROCEDURES	18
14	DEPARTMENTAL DISCIPLINARY PROCEDURES....	19
15	INTERNAL INVESTIGATION PROCEDURES	21
16	SENIORITY	24
17	SENIORITY PREFERENCES.....	25
18	PROMOTIONS	29
19	HOURS OF WORK.....	30
20	SHIFT DIFFERENTIAL	32
20A	SHIFT DIFFERENTIAL (Variable Shifts).....	33
21	EARLY ROLL CALL.....	33
22	UNIFORM ALLOWANCE.....	34
23	OUT OF RANK PAY	35
24	EDUCATIONAL INCENTIVE PAY	36
25	RESIDENCY REQUIREMENT	37
26	EMPLOYMENT IN SECOND JOB.....	37
27	PERSONNEL FILE REVIEW	38
28	FISCAL DISCLOSURE	39
29	BULLETIN BOARDS.....	39
30	LEAVE OF ABSENCE WITHOUT PAY	40
31	PAID LEAVES OF ABSENCE	41
32	SICK LEAVE	42
33	VACATIONS	44
34	HOLIDAYS.....	45
35	DEATH OF AN EMPLOYEE	46
36	DEATH IN FAMILY	47
37	PENSION.....	47
38	HOSPITALIZATION INSURANCE	48
39	LIFE INSURANCE	49
40	LONGEVITY	50
41	HEALTH AND SAFETY	50
42	ON-THE-JOB ILLNESS/INJURY	51

43	TUITION REIMBURSEMENT	54
44	WAIVER.....	55
45	SAVING CLAUSE	55
46	WAGES	55
47	INACTIVE COMMISSION.....	56
48	TERM OF AGREEMENT	56
49	FIREARMS	56
50	SPECIAL EVENTS/OVERTIME DETAILS.....	57
51	CAREER DEVELOPMENT	57
52	NON-ENFORCEMENT STATUS.....	57
53	OUT OF TOWN DUTY RELATED APPEARANCES ...	57
54	HAZARDOUS DUTY PAY	58
55	PERSONAL LEAVE DAYS.....	58
	EXHIBIT A	59
	EXHIBIT B (2005).....	65
	Signature Page	70

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.

The City, its supervisors, or other persons in authority will not coerce, intimidate, or in any other manner discriminate against any employee who exercises the right to join or continue membership in the Association. No employee will be denied promotion or any other benefit because of such membership. The City, its supervisors, or any other persons in authority will not coerce, intimidate, or in any other manner discriminate against an employee for exercising any rights as an Association member, including the use of the grievance procedure.

The employer will not engage in aiding, encouraging, supporting or assisting in any way, any other association, employee group, or organization whose purpose is to seek bargaining recognition for any classification within the existing bargaining unit. Nor will the employer hold employee meetings in the bargaining unit with the intent of excluding Association members.

ARTICLE 3 RECOGNITION

The City recognizes the Association as the designated bargaining representative for commissioned officers of the Police Services Division of the City of Memphis holding permanent status within the bargaining unit as defined in Article 4 for the purposes of conferences and meetings on wages, hours, and conditions of employment to the full extent and authority provided by the Charter and Ordinances of the City of Memphis and the law of the State of Tennessee.

ARTICLE 4 BARGAINING UNIT

The bargaining unit to which this Agreement applies will include all commissioned officers below the rank of Lieutenant (senior dispatchers are not included in this unit) as provided below:

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/Ordinance, 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.

**ARTICLE 5
PROBATIONARY PERIOD**

All members of the Police Services Division will serve a probationary period of twelve (12) months, which will begin with the date they first become commissioned police officers. Employees who leave the service of the Police Services Division and are subsequently rehired will serve a probationary period of twelve (12) months from the date of recommission.

During the probationary period, probationary employees may be represented in administrative hearings and Internal Affairs/Security Squad investigations by an Association representative, but they are not members of the bargaining unit and have no other benefits under the Memorandum of Understanding. Any extension of probation will be done in accordance with Civil Service rules and procedures. During such probationary period, probationary employees may be discharged by the City without the same constituting a breach of this Agreement, except as provided in the non-discrimination clause.

An employee who satisfactorily completes the probationary period as a commissioned officer will be classified as a permanent employee and will enjoy all benefits provided to other members covered by this Agreement.

**ARTICLE 6
COMMISSION STATUS**

Any officer who holds a full-time commission in the Memphis Police Services Division will maintain said commission despite the effect of job evaluations and/or reclassifications of his job function. It is agreed, however, that some positions currently filled by full-time commissioned officers may be filled in the future with civilian employees and that such will not represent a violation of this Agreement.

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.

All money deducted by the City, in accordance with provisions stated in this Article, will be delivered monthly to the Secretary-Treasurer of the Association.

AUTHORIZATION FOR PAYROLL DEDUCTION

City of Memphis, Tennessee

BY: _____
(Please Print) Last Name First Initial

ADDRESS: _____
Number/Street City Zip

Social Security No. _____ Telephone _____

I, the undersigned, hereby designate the Memphis Police Association as my duly chosen and authorized representative on matters relating to my- employment, subject to the provisions of the current agreement between the City of Memphis and the Memphis Police Association I hereby authorize and direct the City of Memphis to deduct from my earnings, each payroll, the following:

(Check appropriate box or boxes)

DUES - The regular dues of the Memphis Police Association

LIFE INSURANCE - The premium amount for the Life Insurance Program administered by the Memphis Police Association

or DENTAL INSURANCE
(Family) (Single) Dental Insurance program administered by the Memphis Police Association

The amounts to be so deducted shall be certified to the City of Memphis by the Secretary-Treasurer of the Memphis Police Association and shall be remitted as such by the City. This authorization may be terminated by me by giving thirty (30) days written notice to the City of Memphis, Director of Human Resources and to the Secretary-Treasurer of the Memphis Police Association.

Date Signature IBM#

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.

During the term of any Agreement between the Association and the City or prior to any such Agreement, or after the expiration thereof, the Association and its membership agree that it will not engage in, encourage, or approve any strikes as defined herein above for any reason. The City agrees it will not lock out employees during the term of any Agreement or prior thereto. The Association will take such lawful steps as may be necessary to prevent any interruption of work prior to or after any Agreement comes into existence, recognizing with the City that all matters of controversy concerning employment will be settled by applicable law and City Personnel Policy, or after any Agreement, by established grievance procedures not in conflict with the applicable law.

Further, in the event of a strike as defined herein, the Association and individual members agree that all dues being withheld from the wages of the association members and that have not been paid over to the Association will be retained by the City and applied to any and all 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, will hold the City of Memphis harmless from any and all liability or claims that 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 will inure to the benefit of any individual, company, corporation, or other legal entity who will sustain damages a result of a violation of the provisions herein.

Nothing in this Agreement is construed to limit relief under the common law or any applicable statute that the City may have for injunctive relief or for damages suffered against the individual members or the Association.

**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) Association Elections

The City agrees to allow the Association access to City property, specifically all precinct station sites, sub-station sites and Police Headquarters site, to conduct its Association elections, providing such elections do not involve any Police Services Division employee who is on duty and in no way interferes with the orderly and efficient operation of the above identified sites. It is understood by both parties that members will cast their votes on their own time and not on City time. Such Association election arrangements must be approved in advance by the Director of Police Services and the Director of Human Resources.

(b) Monthly Membership Meetings

The Association Executive Board consists of President, Vice-President, Secretary-Treasurer, Sergeant-at-Arms and one (1) elected member from each precinct, Special Investigations Bureau, Traffic Bureau, Special Investigations Uniform Patrol, Criminal Justice Center/Crimes Against Persons, General Investigations Bureau/Crimes Against Property, and Community Oriented Police Services.

The City agrees that requested attendance at Association Monthly Membership Meetings and Executive Board Meetings will not be unreasonably withheld from members occupying the specific positions noted above. The City agrees to continue such a member's pay while attending said Association meetings. This applies only to those such members who are on duty at the time said meeting is held. Such members are required to remain in service until the scheduled start of said meetings and return to service immediately upon completion of said meetings.

It will be the responsibility of the Association to maintain an updated list of such members occupying the specific positions noted above with the Police Director and to submit to the Director their request and meeting schedule in ample time for proper notification to the employee and employee's immediate supervisor. The City may deny such

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

employees in connection with said movings, closings or liquidations; 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 of work; to require overtime work; and to select employees for overtime.

The rights and powers of management mentioned in this Memorandum do not list or limit such power, and the rights listed together with all other rights, powers, and prerogatives of the City, not specifically ceded in this Agreement remain vested exclusively in the City.

The exercise by the City of, or its waiver of, or its failure to exercise its full right of management of decision on any matter or occasion will not be a precedent or be binding on the City, nor the subject or basis of any grievance, nor admissible in any arbitration proceeding. The City's inherent right of management will not be amended or limited by any claimed or unwritten custom, past practice or informal agreement, or by any claim the City has claimed or condoned or tolerated any practice or any act or acts of any employees.

Nothing in this Article will abrogate or alter the other Articles of this Agreement.

ARTICLE 11 LABOR MANAGEMENT COMMITTEE

There will be a Labor Management Committee, whose purpose is to provide a forum for the discussion of issues and concerns within the Police Services Division. This committee will be composed of the Association President, or his/her designated representative, three (3) persons to be designated by the President in consultation with the Association Board of Directors, the Director of the Police Services Division, or his/her designated representative; three (3) persons to be designated by the Director of the Police Services Division. Three (3) of the Association members will be maintained on the Police Services Division payroll under the jurisdiction of the Deputy Chief of Administration.

It is understood that problems that may arise after regular working hours will be construed as Association activities and not be subject to any overtime provisions.

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

grievances should be settled in an orderly, prompt and equitable manner which will maintain the self-respect of all parties involved and be consistent with the terms of this Memorandum of Understanding. Every effort will be made by the Association and the City to settle grievances at the lowest steps of the grievance procedure. It is the intent of the Association and the City to attempt to resolve all grievances within the first three (3) steps of the grievance procedure, understanding that arbitration is intended only as a last resort.

The term "Grievance" will be defined as any disagreement submitted in writing and signed by a member or in the event of a group grievance the Association President, over the interpretation and application of the terms of this Agreement.

Step # 1

The aggrieved member will reduce his/her grievance to writing indicating the specific Article and Sections allegedly violated, a summary of the facts related to the grievance and a statement of the remedy desired and he/she will present such written grievance to his/her watch or bureau representative. The watch or bureau representative will meet with the grievant and if the grievant so desires and the watch or bureau representative so determines, the watch or bureau representative will present the grievance within fifteen (15) calendar days of the incident upon which the grievance is based to the grievant's immediate supervisory Lieutenant or Commander. Thereafter, the grievant, the watch or bureau representative and the supervisor will meet and discuss the grievance and the supervisor will make every effort to resolve the grievance.

Following said meeting, the supervisor will answer the grievance in writing, setting forth the reasons for his/her decision and submit same to the watch or bureau representative within fifteen (15) calendar days of receipt of the written grievance. The watch or bureau representative will immediately notify the aggrieved officer of the answer.

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

office. The Association may file a group grievance at Step #3 of the grievance procedure within fifteen (15) calendar days after the grievant becomes aware of the incident upon which the grievance is based, or should have become aware of such incident, whichever is greater. To assure that the Association receives notice of events, which could result in group grievances, the City will continue to distribute General Orders, Information Bulletins, Legal Bulletins, Special Orders, Training Bulletins and Personnel Bulletins to the President of the Association. Such grievance will identify the contract article alleged to be violated, the facts of the grievance and the remedy sought.

Step #4

If the grievance is not resolved in Step #3, the Chairman of the Grievance Committee will within fifteen (15) calendar days submit the grievance to the Director of Police Services. The Director, or his designated representative, will, as he deems necessary, consult the appropriate Deputy Director/Chief, other commanding officers and the Association to determine the facts of the case. Within fifteen (15) calendar days of the receipt of the grievance, the Director of Police Services will answer the grievance, setting forth reasons for his decision and on the same date submit copies thereof to the Chairman of the Grievance Committee and to the Association office.

Failure of the Association to appeal a grievance to any step of the grievance procedure within the specified time limit will constitute acceptance by the Association of the City's last written answer to the grievance. If the City fails to answer a grievance, at any step of the grievance procedure, within the specified time limits, the Association may advance its appeal of the grievance to the next step of the grievance procedure. The parties may, by written mutual agreement, waive any time limits prescribed in the grievance procedure. In the event that the Director of the Police Services Division fails to respond to a grievance within the prescribed time limits, the Association may submit the grievance to binding arbitration in accordance with the procedures described below with the understanding that the expedited Labor Arbitration Rules of the American Arbitration Association may, at the option of the Association, be followed; and the City of Memphis will pay the full costs of the arbitrator's fees and all administrative fees charged by the American Arbitration 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.

Nothing in this Agreement will prevent non-association employees from presenting their own grievance and receiving adjustments at any step without the assistance or presence of a Association representative or the Association Grievance Committee, provided, however, that no adjustment will be inconsistent or in conflict with the terms of this Agreement. The Association will not be obligated for any arbitration expenses arising out of a grievance presented by an individual officer without assistance from the Association.

The City may submit a written grievance to the Association to be initiated by the appropriate Deputy Director/Chief, the Director of Police Services or the Human Resources Director and submitted directly to the Association Grievance Committee. The Grievance Committee will respond within fifteen (15) calendar days in writing to the appropriate Deputy Director/Chief, the Director of Police Services or Director of Human Resources. The City may further appeal the answer of the Grievance Committee Chairman to the President of the Association who will then respond to the Director of Police Services within fifteen (15) calendar days from the date the appeal was made. If the grievance has not been resolved at this point, then the grievance may be submitted to arbitration in accordance with the arbitration procedure as specified in the Agreement.

All grievances may be filed initially at Step #3 upon mutual agreement of the Director of Police Services and the President of the Association.

ARTICLE 13 POLICIES AND PROCEDURES

All members of the bargaining unit will be given a printed Policies and Procedures Manual. The policies and procedures as stated in the manual have been promulgated to assist employees in the orderly delivery of police services to the community. It is the responsibility of each employee to familiarize himself/herself with the contents of said Policies and Procedures Manual.

Officers will be given no less than a 24-hour notice of any inspection of their Policies

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.

Depending on the nature and gravity of the infraction, disciplinary action will take one (1) of five (5) forms: (1) oral reprimand; (2) written reprimand; (3) suspension without pay; (4) reduction to next lower rank; (5) termination of employment. Reassignment will not be a form of discipline. However, officers may be temporarily transferred for up to ninety (90) days following discipline. The employee would be returned to his/her original unit following the temporary transfer and every effort will be made to correct the problem, if because of the original problem it is determined that there exist disruptions in the unit which affect its operation, the Director may call a hearing to determine if the officer in question is or is not responsible for the problem. If it is determined that the officer in question is responsible for the problem, the Association and the Division will, if possible, mutually attempt to encourage the officer in question to voluntarily remove himself/herself from the problem area. Failure of the officer to react appropriately to the action taken may subject him/her to disciplinary action up to and including termination. An officer who has been reduced to the next lower rank as a result of an Administrative Hearing must remain at that rank for one hundred and eighty (180) days in order to qualify for promotional consideration to the next higher or former rank.

The Division Director or his designated representative, that will include the Deputy Director of Operations, Deputy Chief of Administration, Deputy Chief in charge of the appropriate Departmental Division for the officer involved, or the employee's Commanding Officer, will determine which of the above measures will be applied. This basis for enforcement of discipline is found in the Memphis Police Departmental Policies and Procedures Directives, Departmental Rules and Regulations, the Civil Service Ordinance, and the City Personnel Manual. It is agreed that certain specific violations may be cause for immediate termination. These include, but are not limited to: (a) absence for three (3) consecutive work days without notice to the bureau, precinct or branch commander; (b) conviction of a felony, misdemeanor involving moral turpitude, or a misdemeanor which state law specifically considers a misdemeanor committed in office; or (c) misappropriation or illegal disposal of City property or funds.

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.

A. Administrative Investigations by the Internal Affairs Bureau are to be conducted in a manner conducive to public confidence, good order and discipline, that observe and protect the individual rights of each employee of the Department. The following rules of procedure are hereby established:

1. The interviewing of any employee will be at a reasonable hour, preferably when the employee is on duty, or during the daylight hours unless the exigencies of the investigation dictate otherwise as determined by the City.
2. The interview will take place at a location designated by the investigating officer, usually at a Police Services Division facility. Interviews will not be conducted at an employee's home unless the employee specifically requests that it be done.
3. The employee will be informed of the rank, name and command of the officer in charge of the investigation and the identity of all persons present during the interview.
4. The employee will be informed of the nature of the investigation before any interview commences. Sufficient information to reasonably apprise the employee of the allegations should be provided. If it is known that the employee is being interviewed as a witness only, he/she will be so informed. When the employee is being interviewed, he/she will be entitled to the presence of one other employee of his/her choice from the Memphis Police Services Division to serve in the capacity of an advisor. The employee may consult with his/her advisor during the course of the interview. Advisors will not release information to anyone concerning those matters under investigation during this or previous interviews. Employees serving as advisor will not be allowed to answer questions for the employee being interviewed, or actively seek to instruct the employee as to what answers to give to questions. If an

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.

B. Criminal Investigation of an employee who is under arrest for, charged with, or being investigated for a criminal offense, will be afforded the same protection guaranteed by the constitution and laws of the United States, State of Tennessee, and City of Memphis as would any private citizen. For purposes of this article, an employee is considered to be the target of a criminal investigation when he/she has been advised of his/her right pursuant to the Miranda decision or applicable law. If an employee chooses to invoke his/her protection under the Miranda decision at that time, that employee will not be subject to charges of insubordination or failure to cooperate for that reason alone.

Section 4. No employee will be ordered to submit to a polygraph (lie detector) test for any reason. Such test may be offered by the Police Administration or independently requested by the employee. The refusal of an employee to take a polygraph test will not be grounds for disciplinary action.

Section 5. No employee will be ordered to submit to a blood test, a breathalyzer or any other test to determine the percentage of alcohol in the blood except as may be provided otherwise by specific statutory law. Such test may be offered by the Police Administration or requested by the employee.

Section 6. Before Internal Affairs interviews an employee as a direct result of a complaint by a citizen, whose identity is known, that citizen will be required to sign a sworn affidavit, clearly stating the allegation, and a copy will be provided to the employee at the time of the interview for the employee's review.

ARTICLE 16 SENIORITY

Section 1. Citywide seniority will be defined as the length of uninterrupted continuous service of the employee with the City since the employee's last date of hire.

Section 2. Commissioned time seniority will be defined as the length of uninterrupted

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

of the probation. At the time his/her probation ends, he/she will remain in the position that he/she holds at that time and will be eligible to participate in all provisions of the bid system.

3. Vacations will be bid according to citywide seniority and will be bid a minimum of one (1) week at a time. The preference for vacations will be made during the month of December. Vacations will be scheduled beginning January 1 of each year.

4. A job is defined, for purposes of this Agreement, as a working position within a squad, unit, or watch, working a particular shift or rotating shift where applicable, and with a particular set of current days off and location.

5. Jobs that require qualifications must have these qualifications posted on the bid notice. The commander of the unit being bid into may pick from the three (3) most senior qualified applicants. When multiple openings are posted, selections will be made from a list of qualified personnel numbering not more than two (2) times the number of openings to be filled. Employees passed over regardless of their seniority for these jobs will be notified in writing within five (5) days of the specific reasons for their not being selected by the unit commander, which may include attendance and disciplinary patterns.

6. Job bids will include job assignments as heretofore defined and the date of opening and closing. Bids will remain open seven (7) days. This does not restrict management from modifying qualifications for a specific job where required.

7. All current bid jobs will have their qualifications published and will be maintained at all workstations for review by officers. At the opening/posting of any bid job, management will state the qualifications for the job. In the event an operational need exists to alter these qualifications, management will publish these qualifications at least ninety (90) days prior to the opening/posting of such bids.

8. Each officer may successfully bid on three (3) jobs per 12-month period. An officer making a successful bid to job assignments requiring special training, equipment or clothing

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)

days while the bid is still open. On posted jobs that require specific education or license qualifications, it will be the bidders' responsibility to provide documentation to the Police Personnel Department that they meet the required education or license qualifications before their bid will be accepted; if the Police Human Resources Department does not already have these qualifications on file.

13. Jobs successfully bid will be filled within twenty (20) days.

B. Temporary and Training Assignment

Any officer under court ordered probation may be assigned by Management for the duration of their probation.

Officers may be temporarily assigned to a unit, squad, or watch other than their present assignment for a period of not less than fourteen (14) calendar days nor more than three (3) calendar months.

Upon completion of this assignment, the officer must return, to his/her permanent assignment and will not be reassigned except through the Seniority Preference clause for a nine (9) month period from the last day of the temporary assignment. Officers on temporary assignment do not lose any differential pay and still come under the provisions of the Seniority Preference clause and are eligible to bid for jobs. Officers temporarily assigned where differential pay is higher than their permanent assignment will draw the higher amount of differential pay during the temporary assignment. At the end of his/her temporary assignment, the officer's pay will revert to his/her permanent assignment pay. Officers on loan or special detail will not be entitled to any change in pay.

The 90 day transfer provision of this agreement, or any training assignment within twenty four (24) months from commissioning, will not be used to allow any employee an unfair advantage in meeting future specifications for bids.

Officers may be loaned outside their squad, unit or watch for periods of up to fourteen (14) calendar days at a time. The same officer will not be loaned more than three (3) times

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.

While recognizing management's responsibilities and rights with regard to formulation of testing procedures, it is the stated intention of the parties that any changes be effected only after the implementation of a similar advisory process with the mutual agreement of the Promotional Committee.

ARTICLE 19 HOURS OF WORK

The basic work day for members covered by this Agreement will be either eight (8) hours per day, or ten (10) hours per day for Executive Bureau personnel (as described in Article 4 of this Agreement) as well as the DUI Squad and Crime Scene Unit. The basic work week will be forty-three (43) hours per a seven (7) day work period. Overtime will be paid at a rate of time and one-half (1.5) to officers working more than forty-three (43) hours in a given work period. Court time and Special Events Overtime Details will be paid a minimum of four (4) hours pay, or the actual time worked, whichever is greater. Officers selecting compensatory time for Special Events details or Court will receive a minimum of six (6) hours compensatory time. However, if an officer spends four (4) hours in Court or on an Overtime Special Events Detail, all time over this threshold will be computed at time and one half (1.5) and added to the six (6) hour minimum. Call back will be paid four (4) hours regular rate or the time actually worked, whichever is greater, and can be taken as pay or compensatory time. It is also agreed that call back will not apply when the officer is called back to duty and such call back extends into his/her regularly scheduled workday. Management will not change an officer's day off, fixed or rotating shift in order to circumvent the paying of overtime.

An officer wishing to work overtime details will submit a letter of request to the Police Department Personnel Bureau within thirty (30) days after the notice of this provision is posted. If an officer does not submit his/her name for the overtime list, he/she will not be subject to call unless he/she comes under the provision of the most junior men or in the event of civil disturbances or natural disaster.

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

hours when the officer is not working and that are not counted as hours worked during the applicable work period for the purpose of overtime compensation. The officer will be compensated at the officer's regular rate in effect at the time the compensatory time is taken off.

These accumulated hours cannot be paid in cash except in the case of death, retirement (regular or medical) or termination. In which event, the cash payment cannot be used for pension computation.

**ARTICLE 20
SHIFT DIFFERENTIAL**

The City will pay to all employees who work a non-rotating fixed shift, a shift premium for all time worked during the second and third shifts.

The second shift differential will be paid to employees working a fixed shift which begins between 2:00 p.m. and 6:00 p.m.

The third shift differential will be paid to employees working a fixed shift that begins between 9:00 p.m. and 12:00 a.m. (midnight).

Shifts that begin during hours not indicated above may receive a differential when such is approved in writing by the Chief Administrative Officer. Such approval will indicate whether the shift is to be paid the second or third shift differential rate. The shift differentials are:

<u>Title</u>	<u>2nd Shift per Mo.</u>	<u>3rd Shift per Mo.</u>
Police Officer II/P	\$19.62	\$39.24
Police Officer II	\$22.70	\$45.40
Sergeant	\$25.00	\$50.00

After an employee has worked six (6) consecutive months on either the second or third shift or combination thereof, and continues to be assigned to either a second or third shift, the shift differential rates 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.

**ARTICLE 21
EARLY ROLL CALL**

Prior to April 15, 1986, officers have been required to report up to seventeen (17) minutes prior to the start of the shift and have been detained up to seventeen (17) minutes following the end of the shift for purposes of roll call, equipment check-in/check-out or other administrative processes without such time being compensated.

In recognition of the above time required of police officers before and after the start and finish of their shifts without compensation, it is agreed that 13 percent of unused sick leave (prior to April 15, 1986) will be given to the officers at the time of retirement in the form of compensatory time or cash.

**ARTICLE 22
UNIFORM ALLOWANCE**

The uniform allowance for officers in the bargaining unit beginning their second year of employment will be \$325.00 per year. In the event the department changes uniforms, the allowance for officers will be \$500.00 for that fiscal year, and will revert to the \$325.00 allowance thereafter. The allowance will be paid directly to the officer, on his/her regular paycheck, on the first pay period in July (which is at the beginning of each new fiscal year).

The City will also furnish an insignia of the United States Flag to be worn by all members on the left sleeve of their uniform shirt and coat.

The City will also replace, at no cost to the member or at no deduction from the clothing allowance, any uniforms, required equipment or clothing which is damaged, destroyed, stolen or lost without negligence of the individual officer in the line of duty.

In addition, the City will reimburse the officer a minimum of \$25.00 for watch replacement, and \$75.00 toward the replacement cost of prescription eye wear which is damaged, destroyed, stolen or lost without negligence in the line of duty.

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

own rank and pay grade and will not be considered as an exclusion under the provision of this paragraph), senior officers in a car, or senior officers in a detail, but is to apply only to those situations where officers of the same rank are designated as temporary supervisors for other officers at the same or lower ranks.

**ARTICLE 24
EDUCATIONAL INCENTIVE PAY**

Educational incentive pay will be granted to employees based on the following percentages of their current base salary. Application to all ranks:

- 1 year college 1% (hired prior to 2-yr. College entry level requirement)
- 2 years college 2 ½% (hired prior to 2-yr. College entry level requirement)
- 3 years college 5%
- 4 years college 7½%

Incentive pay will not be granted to any employee during the employee's probationary period. This refers to the original employment probationary period and not to probationary periods in promotional ranks. Employees will become eligible for incentive pay upon completion of the appropriate probationary period and upon the attainment of the proper level of college credit. College credit will be measured in semester hours and degrees received from accredited schools. Original transcripts will be obtained by the employee and submitted to proper authority in order to receive this incentive.

Only employees hired prior to the requirement of two years of college training as a condition of employment will be eligible for the additional education incentive pay of one percent (1%) after one (1) year of college and two and one-half percent (2½%) after two (2) years of college.

Effective July 1, 1992

1 Year College (25 hrs.) 1%	2 Years College (55 hrs.) 2½%	3 Years College (85 hrs.) 5%	4 Years College (Degree) 7½%
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**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.

**ARTICLE 27
PERSONNEL FILE REVIEW**

Officers covered by this Agreement will be allowed to review their own departmental personnel files when requested during normal business hours of the personnel office. Requests will not be refused but will be granted in accordance with departmental procedures established for the purpose of controlling access to and protecting contents of the individual files. Discrepancies will be brought to the attention of the departmental Human Resources Officer who will investigate. If a true discrepancy exists, he/she will then take the appropriate action to correct the record and will so inform the officer concerned. A designated association representative, which will include the Association Attorney, may accompany an officer to review his/her record if requested by the officer concerned.

The City agrees that any member of the law firm designated in writing by the Association to the City will be considered the Association Attorney for purposes of this Article.

Personnel files will be maintained at the Police Human Resources Division and at the employee's workstation only. These files will be maintained identically with respect to any reports of formal official disciplinary charges as specified in Article 14. However, nothing in this Article 27 will be construed as to preventing an officer's immediate supervisors from placing into the work station file, notes pertaining to the supervisor's past instances of instructing, counseling, admonishing, or correcting an officer within the bounds of the supervisor's authority concerning duty performance. At the time a note is placed in the work files, the officer will be notified by the supervisor placing the note in such file and then given the opportunity to appropriately rebut the charge in writing and attach such rebuttal to the note. All notes submitted to the work file by the supervisor must be initialed and dated by the employee and will remain in the work file until used in the next annual performance evaluation.

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.

Material posted on these boards will be the responsibility of the Association and will relate only to Association meetings, elections, social events, reports of committees or board of directors, and decisions affecting the Association or employees in the bargaining unit.

Information that is not related to Association business that is placed on these boards may be removed at any time by an official of the Police Services Division or Association without same constituting a violation of this Agreement. When information is removed, it will be forwarded immediately to the Association President or Police Director with an explanation concerning the reason for removal.

Any information that is desired to be placed on the boards by Association officials which does not fall within the approved definitions above may be posted only if signed in advance by both the Association President and the Director of the Police Services Division. Information will be affixed to the bulletin boards with thumbtacks.

ARTICLE 30 LEAVE OF ABSENCE WITHOUT PAY

MILITARY – Any permanent full-time employee who enters the United States Armed Forces will be returned to his/her former position or one of equivalent status upon presentation of an honorable discharge from the Armed Forces within ninety (90) days from the date of discharge.

Reinstatement from military leave of absence will be in accordance with applicable state or federal law.

Permanent full-time employees who are active members of a National Guard or Reserve Unit will be eligible to receive a leave of absence, not to exceed the duration of official school orders, for the purpose of attending required Military Occupational Specialty schools for career enhancement.

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.

ARTICLE 32 SICK LEAVE

Members of this bargaining unit will be covered by the City's sick leave policy as of the effective date of this Agreement. The effective date of this Agreement will be that time that is used in determining future eligibility for bonus days and for the provision governing compensation for unused sick leave at the time of retirement. Bonus day provisions and retirement benefits will not apply prior to the effective date.

It is agreed, however, that for purposes of determining accumulated days of sick leave, that the employee's seniority on July 1, 1969, will be used in the initial calculation with accumulation rates since July 1, 1969, to be in accordance with City policy. Any employee with more than ten (10) years of seniority as of July 1, 1969, will be credited with 120 days sick leave on that date and employees with less than ten (10) years will be credited with an accumulated rate equal to the actual number of months of City service. Accumulation rates since July 1, 1969, to July 1, 1972, were as follows:

1. One (1) day for each month of service during the first five (5) years of service.
2. One and one-half (1.5) days for each month of service from the sixth (6th) year through the tenth (10th) year of Service.
3. Two (2) days for each month of service from the eleventh (11th) year and thereafter.

Accumulation rates from 1972 for the term of the Agreement will be in accordance with the following schedule:

Upon completion of three (3) months of consecutive service after official employment, all regular employees will be eligible to receive pay while absent from work due to sickness to be charged against accumulated sick leave time.

Sick leave will be accumulated beginning with the first day of employment in accordance with the following schedule, not to exceed a maximum of 450 days of accumulation:

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.

**ARTICLE 33
VACATIONS**

Employees will be granted an annual paid vacation in accordance with the following schedule based on length of continuous service:

1 year through 5 years	10 days
6 years	11 days
7 years	12 days
8 years	13 days
9 years	14 days
10 years	15 days
11 years	16 days
12 years	17 days
13 years	18 days
14 years	19 days
15 years	20 days
16 years	20 days
17 years	21 days
18 years	21 days
19 years	22 days
20 years	22 days
21 years	23 days
22 years	23 days
23 years	24 days
24 years	24 days
25 years and over	25 days

The rate of vacation pay will be at the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Vacations will be bid according to citywide seniority and will be bid at a minimum of one (1) week at a time. The preference for vacations will be made during the month of December. Vacations will be scheduled beginning January 1 of each year.

Vacations will be granted as far as possible, in accordance with employee preference and in line of City-wide seniority, but the number of employees off on vacation in a given week will be determined by the City to assure orderly operation of the respective Divisions and Departments.

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.

Holiday pay will not be allowed if the employee did not work and was not excused the last scheduled work day before and the next scheduled work day after the holiday.

Any recognized religious holiday that is not recognized by the City of Memphis may be granted to an employee by means of swapping days off, a vacation day, leave without pay or in some cases compensatory time. The employee must make this request in writing to his/her immediate supervisor at least two (2) weeks in advance of the holiday.

ARTICLE 35 DEATH OF AN EMPLOYEE

In the event of the death of a regular permanent employee, while employed by the City of Memphis, all accumulated sick days up to seventy-five (75) days, all accrued wages due, including allowances for unpaid holidays and vacation time, in addition to \$4,000.00 no-cost Death Benefit, are to be paid to the person entitled thereto as designated by the employee, or by law.

In addition, the person entitled as designated by law will receive an amount equivalent to the employee's regular wages for one (1) month after the legally required deductions.

ARTICLE 36 DEATH IN FAMILY

In the event of a death in the employee's immediate 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 includes husband, wife, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, grandmother, grandfather, grandchildren and properly established foster parents (employee would have to live in household). Additional time may be granted as leave without pay or as paid vacation when justified by circumstances.

Employees will be given two (2) days off with pay if the funeral is on a workday for grandparents-in-law, brother or sister-in-law, son or daughter-in-law.

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 ($2\frac{1}{4}\%$) 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 ($2\frac{1}{2}\%$) 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 ($72\frac{1}{2}\%$), 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 ($72\frac{1}{2}\%$).

In no event will the retirement allowance of any member exceed seventy-two and one-half percent ($72\frac{1}{2}\%$) 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.

**ARTICLE 38
HOSPITALIZATION INSURANCE**

For employees who are covered under the Blue M Hospitalization Insurance Plan, the City will contribute seventy percent (70%) of the total premium and the employee will contribute thirty percent (30%) of the total premium. The Plan has a \$750,000 lifetime maximum medical benefit and no annual limitation on the medical benefit. However, there is a \$15,000 annual limit and a \$50,000 lifetime limit on mental/nervous/substance abuse benefits.

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 Blue M premium had the employee chosen Blue M, and the employee will contribute the balance of the premium for the alternative plan.

**ARTICLE 39
LIFE INSURANCE**

It is agreed by the parties that members of this bargaining unit will have the option to withdraw from the City life insurance plan and be covered with life insurance in a plan provided through the Memphis Police Association and approved by the City of Memphis (hereinafter called the new plan). Since members of this bargaining unit have the option of not participating in the City's plan, the City agrees to provide \$.20 per thousand of its current contribution to life insurance for these employees to provide benefits under the new plan, provided, however, that any contribution to this new plan will not have a negative impact on the cost for other employees of the regular City group plan.

It is also agreed by the parties that once the total City contribution to the new plan is established, all future increases in the premium will be borne either by the employee or by the Memphis Police Association, and that such a provision will be included in the carrier's contract.

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.

B. The Director of the Police Services Division will appoint a Safety Administrator. The Safety Administrator will be responsible for the maintenance of safety records and for formulating and providing safety training to employees. The Grievance Committee of the Association will meet with the Director of Police Services and/or the Safety Administrator in all matters affecting the health and safety of bargaining unit members. Meetings will be held as needed but not less than on a semi-annual basis. It is agreed that the Association will have the right to represent employees when complaints are being processed or when investigations are being made.

C. In such cases where employees are assigned to work in areas where they are exposed to communicable diseases such as tetanus, typhoid, typhus, 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/she would have otherwise received had that employee not contracted such disease. To qualify for such treatment and benefits, evidence must indicate such disease was contracted as part of the Job Assignment.

D. The employer is obligated to furnish annual inoculations protecting against tetanus, typhoid, typhus, and influenza at the request of the employee. The employer is further obligated to furnish any other inoculations as may be required by applicable federal, state and/or local regulations. Arrangements for such requested inoculations will be made by the City so as to least interfere with normal operations and to control costs associated with such inoculations.

E. Patrol cars with an excess of 50,000 miles will be reviewed by the Safety Committee to ensure their safety and to make recommendations as to repairs that are needed. It is the intent of the Police Services Division to request replacement of each vehicle at 60,000 miles, subject to budgetary constraints.

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.

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 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 the use of any sick accrued time in conjunction with this option will not be construed as an occurrence under the Sick Leave Abuse Policy and all benefits will continue to accrue as if OJI time was being utilized (i.e. Bonus leave reference point, sick leave accrual, etc.).
- 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.

No employee may be off a City job longer than eighteen (18) months from the date the employee is unable to work due to disability from illness and/or injury. Included in the eighteen (18) month period of time for disability due to illness and/or injury is any combination of paid and/or unpaid leaves of absences.

No charge will be made against accrued sick leave for absences caused by an on-the-job injury/illness. It is also agreed that if the City should adopt a formal workman's compensation plan all of the provisions of that plan will be applicable to the employees covered by this Agreement, and in lieu of a formal workman's compensation plan, the

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 43
TUITION REIMBURSEMENT**

The City will provide a tuition reimbursement program to all permanent employees covered by this Agreement. To be eligible for benefits in this program, employees must be enrolled in accredited Law Enforcement courses or in & degree program at a local accredited university.

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

The reimbursement program will pay the costs of tuition and books upon successful (C average or above) completion of the course. Benefits provided by the Veteran's Educational Benefits Act will not be duplicated by the provisions of this Article. Furthermore, benefits under this Article will not duplicate those benefits that may be received by members of the Police Services Division under Law Enforcement grants providing for any tuition or other educational costs.

**ARTICLE 44
WAIVER**

The parties acknowledge that during the negotiations each had the unlimited right and opportunity to make demands and proposals on any matter, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association each waives the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of the parties at the time they negotiated or signed the Agreement. Nothing contained in this Agreement, however, will preclude the parties from modifying, adding to, or deleting from the provisions of this Agreement by written mutual agreement.

**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 49
FIREARMS**

Officers who prove their skill with Firearms will be entitled to additional paid leave on an Annual basis in the following amounts:

- (a) Officers who shoot between 88 and 92 - one (1) day paid leave
- (b) Officers who shoot 93 or above - two (2) days paid leave

No officer can qualify for more than two (2) days under this Article.

All scoring in both areas must be done by Academy personnel.

The Memphis Police Association acknowledges that the management of the Police Services Division has the sole authority with respect to the ultimate selection of firearms used by the officers and employees of the division. Furthermore, it is acknowledged that nothing contained in this contract and specifically in this article abridges that authority.

**ARTICLE 50
SPECIAL EVENTS/OVERTIME DETAILS**

The City recognizes the concern for officer and participant safety at special events. Therefore, the City will participate in a Labor Management Committee Study addressing manning levels for special events details.

**ARTICLE 51
CAREER DEVELOPMENT**

The Association and the City agree that improving the law enforcement skills of employees and developing their career opportunities are mutually desirable. Both the Association and the City agree that during the term of this Agreement, they are both committed to the pursuit of this objective.

**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.

**ARTICLE 54
HAZARDOUS DUTY PAY**

Any employee covered by this Agreement who serves in the following positions and all others as amended by the mutual consent of the Director of Police Services and Memphis Police Association President will receive a Hazardous Duty Pay incentive.

1. Crisis Intervention Team
2. Hostage Negotiation Team
3. Motorcycle Squad
4. Bomb Technician Unit
5. Dog Squad

Hazardous Duty Pay Incentive

Monthly	\$50.00
Bi-weekly	\$23.08
Hourly	\$ 0.288

**ARTICLE 55
PERSONAL LEAVE DAYS**

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.

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.

4. Eligible officers will be notified in writing not less than forty-five (45) days prior to testing and will be required to sign the appropriate paperwork indicating notification.
5. Eligible officers will be afforded access to study material forty-five (45) days prior to the beginning of the appropriate promotional testing and will be required to sign for said material. No study material will be offered to any officer prior to the 45 days notification.
6. Any officer who fails to attain the required score of seventy (70) on the written test will be eliminated from competition and no make-up exam will be given.
7. It is the responsibility of the individual officer to avail himself/herself of the opportunity to acquire the study material once it is made available to him/her; failure on the part of said officer will not be a justifiable excuse for re-testing of said study material.
8. Testing will be held with the place, date and time to be at the discretion of the Department as long as proper notification is given as covered in Section IV, Items 3, 4, and 5. Testing will be in two (2) sessions for each position involved with the two (2) sessions being scheduled within a twenty-four (24) hour period. The parties agree to the formation of a committee consisting of the MPA, Police Services Division and City Human Resources to review and recommend a policy concerning test scoring on site.
9. Raw scores from promotional tests administered by the Human Resources Division will be available to individuals tested within three (3) working days of the date the test is given. A list of raw scores, identifying tested individuals by social security number, will be furnished to the Memphis Police Association within three (3) working days of the administration of the promotional test by the Human Resources Division.

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

PERFORMANCE EVALUATIONS

1. Effective July 1, 1992, officers will be evaluated by their Commanding Officer annually. The evaluation period will cover January 1 through December 31 of each year.

2. The average of the two most recent annual weighted evaluations will be used to calculate the converted evaluation score. If the least recent of the two performance evaluations cannot be located, the most recent weighted evaluation score will be used to calculate the converted evaluation score.

3. The Memphis Police Department will continue its efforts to ensure the fair and equitable administration of the Department's evaluation system following established and acceptable methods of appraisal techniques.

4. The Performance Evaluation form for Patrolmen will consist of the following dimensions mutually developed by the Memphis Police Association and the Memphis Police Department:

1. Job Knowledge	2.89
2. Judgment	2.77
3. Use of Equipment	1.68
4. Dealing w/Public	2.30
5. Reliability	2.52
6. Appearance	1.70
7. Compatibility	2.02
8. Communication	2.32
9. Receptiveness	2.14
10. Work Attitude	2.59

5. Value weights have been established for each dimension as shown above in No.4.

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

**PROMOTIONAL FORMULA
FOR FINAL RANKING**

EFFECTIVE JULY 1, 1994

Total of two weighted evaluation scores _____ + 2 = _____
Average weighted evaluation score

Average weighted evaluation score _____ + the total possible score _____
x 100 = _____ converted score.

Converted test score _____ x .20 = _____
Converted evaluation score _____ x .20 = _____
Converted Assessment Center/
= _____ x .50 = _____

Plus Seniority points _____ (10 max) = _____
Final Score = _____

**MEMPHIS POLICE DEPARTMENT
PERFORMANCE EVALUATION
RATING SUMMARY**

POLICE OFFICER

<u>DIMENSIONS</u>	<u>RAW SCORE X</u>	<u>WEIGHT VALUE</u>	<u>=</u>	<u>DIMENSION SCORE</u>
1. Job Knowledge	_____	x 2.89	=	_____
2. Judgment	_____	x 2.77	=	_____
3. Use of Equipment	_____	x 1.68	=	_____
4. Dealing with Public	_____	x 2.30	=	_____
5. Reliability	_____	x 2.52	=	_____
6. Appearance	_____	x 1.70	=	_____
7. Compatibility	_____	x 2.02	=	_____
8. Communication	_____	x 2.32	=	_____
9. Receptiveness	_____	x 2.14	=	_____
10. Work Attitude	_____	x 2.59	=	_____
Total Raw Score	_____	Total Weighted Score		_____

EXHIBIT B
Effective January 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 %
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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 January 1, 2005

	<u>COLLEGE INCENTIVE</u>				
	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 %

PII/TACT

Annually	49,212.38	492.12	1,230.31	2,460.62	3,690.93
Monthly	4,101.03	41.01	102.53	205.05	307.58
Bi-Weekly	1,892.78	18.93	47.32	94.64	141.96
Hourly	23.6598	0.2366	0.5915	1.1830	1.7745

PII HELICOPTER

Annually	51,098.94	510.99	1,277.47	2,554.95	3,832.42
Monthly	4,258.24	42.58	106.46	212.91	319.37
Bi-Weekly	1,965.34	19.65	49.13	98.27	147.40
Hourly	24.5668	0.2457	0.6142	1.2283	1.8425

SERGEANT

Annually	52,548.91	525.49	1,313.72	2,627.45	3,941.17
Monthly	4,379.08	43.79	109.48	218.95	328.43
Bi-Weekly	2,021.11	20.21	50.53	101.06	151.58
Hourly	25.2639	0.2526	0.6316	1.2632	1.8948

SERGEANT/TACT

Annually	54,108.91	541.09	1,352.72	2,705.45	4,058.17
Monthly	4,509.07	45.09	112.73	225.45	338.18
Bi-Weekly	2,081.11	20.81	52.03	104.06	156.08
Hourly	26.0139	0.2601	0.6503	1.3007	1.9510

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 %
<u>PIIP</u>					
Annually	37,568.34				
Monthly	3,130.69	N/A	N/A	N/A	N/A
Bi-Weekly	1,444.94				
Hourly	18.0617				
<u>PII</u>					
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
<u>PII (2-3 Yrs.)</u>					
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
<u>PII (3 Yrs. +)</u>					
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

EXHIBIT B
Effective July 1, 2005

COLLEGE INCENTIVE

	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 %
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PII/TACT

Annually	50,688.77	506.89	1,267.22	2,534.44	3,801.66
Monthly	4,224.07	42.24	105.60	211.20	316.81
Bi-Weekly	1,949.57	19.50	48.74	97.48	146.22
Hourly	24.3696	0.2437	0.6092	1.2185	1.8277

PII HELICOPTER

Annually	52,631.90	526.32	1,315.80	2,631.60	3,947.39
Monthly	4,385.99	43.86	109.65	219.30	328.95
Bi-Weekly	2,024.30	20.24	50.61	101.22	151.82
Hourly	25.3038	0.2530	0.6326	1.2652	1.8978

SERGEANT

Annually	54,125.14	541.25	1,353.13	2,706.26	4,059.39
Monthly	4,510.43	45.10	112.76	225.52	338.28
Bi-Weekly	2,081.74	20.82	52.04	104.09	156.13
Hourly	26.0217	0.2602	0.6505	1.3011	1.9516

SERGEANT/TACT

Annually	55,732.14	557.32	1,393.30	2,786.61	4,179.91
Monthly	4,644.34	46.44	116.11	232.22	348.33
Bi-Weekly	2,143.54	21.44	53.59	107.18	160.77
Hourly	26.7943	0.2679	0.6699	1.3397	2.0096

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

	2nd Shift 1-6 Mos.	2nd Shift Aft. 6 Mos	3rd Shift 1-6 Mos.	3rd Shift Aft. 6 Mos.
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**

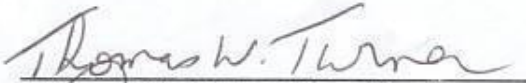
Annually	600.00
Monthly	50.00
Bi-Weekly	23.08
Hourly	0.288

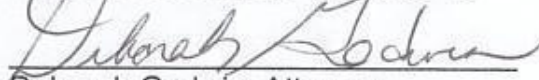
***Subject to qualification in Article 24**

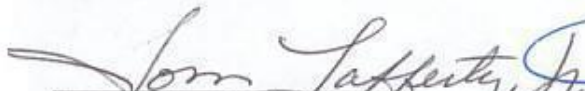
**** Assignments to Crisis Intervention Team (C.I.T.), Hostage Negotiation Team, Motors, Bomb Squad and Dog Squad**

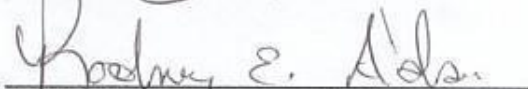
IN WITNESS WHEREOF, the parties hereto mutually agree to this Memorandum and affix their signatures below.


FOR THE
MEMPHIS POLICE ASSOCIATION



Thomas W. Turner, President

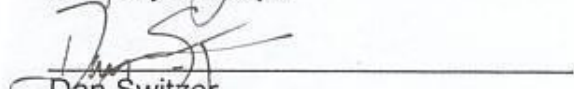

Deborah Godwin, Attorney
Chief Negotiator

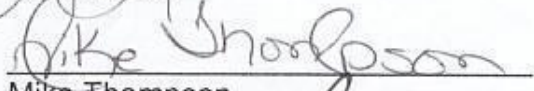

Tom Lafferty, Chairman

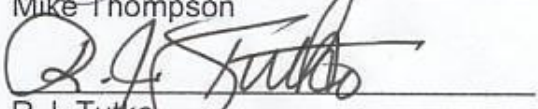

Rodney Adair

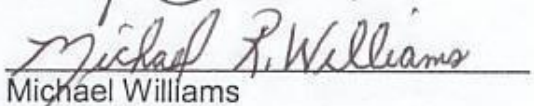

Kathleen Lanier


Anthony Rudolph



Dan Switzer

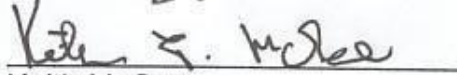

Mike Thompson


R.J. Tutko



Michael Williams

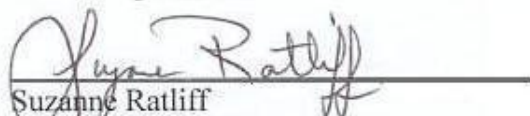
FOR THE
CITY OF MEMPHIS, TENNESSEE


Dr. W.W. Herenton, Mayor


Keith McGee,
Chief Administrative Officer


James Bolden
Director of Police Services


Robert Meyers, Attorney
Chief Negotiator


Suzanne Ratliff
Deputy Director, Human Resources