

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MEMPHIS
AND
COMMUNICATIONS WORKERS OF AMERICA
LOCAL 3806



EFFECTIVE
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PREAMBLE

This is entered into by the City of Memphis (“City” or “Employer”) and Communications Workers of America, AFL-CIO, “CWA” and has as its purpose the promotion of harmonious relations between the City and CWA; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on the standards of wages, hours and other conditions of employment covered hereunder.

Whereas, the intent and purpose of this Agreement is to maintain and further harmonious and cooperative labor management upon a constructive and sound foundation;

Whereas, the cornerstone of this foundation is the mutual acceptance and recognition of the rights and obligations of both parties, in order that the joint responsibilities of the public employer and public employee to represent the public be fulfilled and the order and uninterrupted functions of government be assured; and

Whereas, the City is engaged in furnishing essential public service vital to the health, safety, protection, and comfort of the residents of Memphis, and

Whereas, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of these services; and

Whereas, since both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means to permit them to fulfill said responsibility;

Now therefore, in consideration of the premises and promises set forth herein and the benefits and advantages accruing or expected to accrue to the parties hereto and those covered by this Agreement by reason thereof, and said parties hereby agree to the aforementioned.

**ARTICLE 1
RECOGNITION AND BARGAINING UNIT**

The City of Memphis recognizes the Union as the sole and exclusive bargaining agent for employees of the Emergency Communications Bureau, Police Services Division, for the purpose of conferences and meetings on wages, hours and conditions of employment to the full extent and authority provided by the Charter of the City of Memphis and the laws of the State of Tennessee. As used throughout this MOU, "employee" shall be defined as a person who is working within the Emergency Communications Bureau in a permanent, full-time, non-supervisory position. The term "employee" in this Agreement, or use of male gender, shall be construed as including female.

Probationary employees are excluded from the bargaining unit for the duration of their twelve (12) month probationary period. This probationary period may be extended on a month-to-month basis, not to exceed more than six (6) months when recommended by the Director of Police and approved by the Director of Human Resources and when reasons for such extension are provided in advance to the President of the Union.

**ARTICLE 2
MANAGEMENT RIGHTS**

It is understood that the management and the direction of the working force is vested exclusively in the City as the Employer except as specified in the other Articles of this Agreement. Included is the City's right to hire, demote, suspend or discharge for just cause; layoff, promote, assign or transfer employees to any job or any work, anytime or anywhere within the Police Division; to increase or decrease the working force; to determine the number and size of the work shifts; to determine the number of employees assigned to any work or any job within the Police Division; to determine the hours of work per day or week; to make reasonable work rules for the purpose of efficiency, safe practices and discipline; however, any work rule change shall be discussed with the Union at least five (5) days in advance, except in case of an emergency in accordance with the provisions of this Agreement; to establish reasonable performance standards and to review employees under these standards; to determine the equipment to be used; to make technological changes; to determine the number and location of its offices; to move, close or liquidate its offices in whole or in part; to separate or reassign its employees in connection with said moving, closing or liquidating; the right to transfer; to subcontract work; to establish new jobs and the wage rates for them; to determine the duties and production standards; to combine jobs; to eliminate classifications or work; to require overtime work; and to select employees for overtime. However, nothing contained in this Article shall deny the right of any employee to submit a grievance as defined in this Agreement.

The rights and powers of management mentioned in this Memorandum **are not an exhaustive list and do not limit all powers available to the City of Memphis.**

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

ARTICLE 3 UNION RIGHTS

1. UNION LEAVE OF ABSENCE

Employees elected or appointed to Union 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 five (5) days prior to the effective date of such time off.

The parties agree, however, that circumstances may arise that may not permit a full five (5) days notice. Permission for such time off shall be granted as long as proper staffing levels are maintained; but permission for time off shall not be unreasonably withheld. Days off may be swapped or rescheduled to allow attendance at Union functions as outlined above when requested by the Union at least two (2) weeks in advance.

A negotiating team will be allowed time off with pay for all meetings, as scheduled by the City and the Union.

2. UNION ACTIVITY

No Union members receiving pay by the City will do any out-of-town union organizing or be involved in any political activity except on his days off or after his normal working hours. Union meetings will not be held on City time or on City property. Union representatives, other than those full-time members of the Police Services Division will be allowed on City property when necessary for conducting Union business.

(a) UNION ELECTIONS

The City agrees to allow the Union access to City property to conduct its Union 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.

(b) MONTHLY MEMBERSHIP MEETINGS

The City agrees that requested attendance at Union Monthly Membership Meetings and Executive Board Meetings will not be unreasonably withheld from members occupying elected Union positions. The City agrees to continue such a member's pay while attending said Union meetings. This applies only to those members who are on duty at the time said meeting is held; however, no more than two (2) members may attend at a time. The Union agrees to notify supervisory personnel as far in advance as possible as to the date and time of monthly meetings in order to meet specific staffing requirements.

3. UNION STEWARDS

The Union may appoint as many as six (6) Union Stewards per work shift. The stewards, who will also be identified in writing, will be provided time off to investigate complaints of other employees covered by this Agreement when such time off is requested. Permission to leave a post or assignment for the reasons above shall be granted as long as staffing levels are maintained. Permission will not be unreasonably withheld.

Management will make every effort to reschedule administrative hearings upon request of the employee and or Union representative to minimize scheduling conflicts. At times, a union representative may be required to report prior to or remain after their normal duty hours. In such cases, the union representative will receive compensation in the form of benefit time equal to the actual time spent.

ARTICLE 4 DUES CHECK-OFF

The City agrees to deduct Union dues twice monthly from the earned wages of each employee covered by this Agreement in such amount as determined by the Union and certified to the City by the Secretary-Treasurer or the President of the Union, 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 place probationary employees on dues check-off. It is understood that these probationary employees will be allowed to have a vocal union representative in Administrative hearings brought pursuant to Article 9.

The authorization for payroll deduction will be revocable at any time by giving the City and the Union written notice 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 Manager of the City's EEO/Labor Relations Service Center, as well as to the Secretary-Treasurer of the Union.

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 bi-weekly to the Secretary-Treasurer of the Union.

ARTICLE 5 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 Memphis Police Department Emergency Communications Bureau. This committee will be composed of **four (4)** designated Union representatives, and the Emergency Communications Administrator or his/her designee(s). Meeting will be held no less than once per month or when deemed necessary by mutual agreement. **Minutes from the meeting will be compiled by the Union and shall be approved by the ECB Administrator and /or his/her designee before they are released. When necessary for the purpose of added clarity and consistency, a representative of the Union's labor Management committee shall review the minutes with shift management prior to their release to the membership.**

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

Union Members of this committee will be scheduled to address each full time new-hire Training Class for two hours. Material presented by such Union members will be mutually agreed upon by the entire Labor-Management Committee and will be submitted in writing in general outline format to the Emergency Communications Administrator.

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

ARTICLE 6 NO STRIKE

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

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

The City agrees it will not lock out employees during the term of any Memorandum of Understanding or prior thereto. The Union will take such lawful steps as may be necessary to prevent any interruption of work prior to or after any Memorandum of Understanding comes into existence, recognizing with the City that all matters of controversy concerning employment shall be settled by applicable law and City personnel policies, or by established grievance procedure as specified in this Memorandum of Understanding.

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

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

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

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

ARTICLE 7 NON-DISCRIMINATION CLAUSE

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 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 Union and the 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 Equal Employment Opportunity policy.

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

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 Union. 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 a Union 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 Union members.

ARTICLE 8 POLICIES AND PROCEDURES

All members of the bargaining unit will be **provided with digital access to a Policies and Procedures Manual for both the Emergency Communications Bureau and the Memphis Police Department, as well as, the Personnel Manual for the City of Memphis.**

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 with the contents of said Policies and Procedures Manuals.

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 Communications Workers of America Local 3806.

ARTICLE 9 DEPARTMENTAL DISCIPLINARY PROCEDURES

The term “departmental discipline” will refer to those situations where a Communication’s Bureau employee is accused of violating a specific departmental or city rule, regulation, procedure, or policy; or questions regarding a dispatcher’s professional competence.

The **employee** will be provided details of the complaint, specifying the nature, date, time, and location of the complaint. Prior to any disciplinary action the employee will be provided with a signed statement of charges.

This provision recognizes the fundamental right of Managers 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 employee is questioned to a degree that it will become a disciplinary matter of permanent record in his official personnel file, then it is agreed that the employee concerned has a right to representation by a CWA shift representative of his choice. An employee's designated representative will be allowed to be a vocal representative, and this would ordinarily occur during the employee's administrative hearing of the case.

Depending on the nature and gravity of the infraction, disciplinary action will take one (1) of four (4) forms: (1) oral reprimand; (2) written reprimand; (3) suspension without pay; (4) termination of employment. Reassignment will not be a form of discipline. The basis for enforcement of discipline is found in the Memphis Police Department Policies and Procedures Directives, Emergency Communications Bureau Standard Operating Procedures, and the City Personnel Manual.

Advance notice of an administrative hearing shall be given no less than four days prior to the date of the hearing. Notice will begin upon issuance of the statement of charges to the employee. A reasonable amount of time will be given to the union representative in order to review the statement of charges as well as any proof to be relied on by the hearing officer.

ARTICLE 10 GRIEVANCE PROCEDURE

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

Communication Bureau employees will attempt to resolve all complaints with their immediate supervisors prior to reducing the complaints to a formal grievance. The Union and the City agree that grievances should be settled in an orderly, prompt and equitable manner which will maintain the self-respect of all parties involved and be consistent with the terms of this Memorandum of Understanding. Every effort will be made by the Union and the City to settle grievances at the lowest steps of the grievance procedure. It is the intent of the Union 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 Union President, over the interpretation and applications of the terms of this Agreement.

STEP #1

The aggrieved member will reduce his 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 will present such written grievance to his shift or bureau union representative. The shift or bureau union representative will meet with the grievant and if the grievant so desires and shift or bureau union representative so determines, the shift or bureau union representative will present the grievance within ten (10) business days of the incident upon which the grievance is based to the **Emergency Communications Bureau Shift Manager**. Thereafter, the grievant, the shift or bureau union representative and the **Shift Manager** will meet and discuss the grievance and the **Manager** will make every effort to resolve the grievance. Following said meeting, the **Shift Manager** will answer the grievance in writing, setting forth the reasons for his decision and submit same to the shift or bureau union representative within ten (10) business days of receipt of the written grievance. The shift or bureau union representative will immediately notify the aggrieved member of the answer.

STEP #2

If the written response of the **Shift Manager** does not resolve the grievance, the shift or bureau union representative will forward the grievance and the answer of the **Shift Manager** to the appropriate union representative who will, within ten (10) business days, submit the grievance to the **Administrative Services Commander** who will conduct a hearing to determine the facts.

The grievant, the appointed CWA representative and the **Shift Manager** may participate. Within ten (10) business days of the receipt of the grievance, the **Administrative Services Commander** will answer the grievance setting forth the reasons for this decision and on the same date submit copies thereof to the Bureau Representative and the CWA office.

STEP #3

If the written answer of the **Administrative Services Commander** does not resolve the grievance, the shift or bureau union representative will forward the grievance and the answer of the **Administrative Services Commander** to the Union. If the Union determines that the grievance has not yet been satisfactorily resolved, the grievance will be forwarded to the **Emergency Communications Administrator** within ten (10) business days of the date of the **Administrative Services Commander** answer. The **Administrator**, or his designated representative, if he deems appropriate, may discuss the grievance with the grievant's **Administrative Services Commander** and thereafter will set a hearing on the grievance at a date and time mutually agreed upon by the City and the Union, during which the Union will be afforded the opportunity to present its position. Supervisory personnel of the grievant who have been involved in the grievance will be present as

deemed necessary by the **Administrator**. Within ten (10) business days of the close of the hearing, the **Administrator** 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 Union office.

STEP #4

If the grievance is not resolved in Step #3, the Union will within ten (10) business days submit the grievance to the Director of Police Services. The Director, or his designated representative, will, as he deems necessary, consult the **Emergency Communications Administrator**, other commanding officers and the Union to determine the facts of the case. Within ten (10) business 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 Union and to the Union office.

Failure of the Union to appeal a grievance to any step of the grievance procedure within the specified time limit will constitute acceptance by the Union 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 Union 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.

The City may submit a written grievance to the Union to be initialed by the appropriate Deputy Director/Chief, the Director of Police Services or the Human Resources Director and submitted directly to the Union. The Union will respond within ten (10) business days in writing to the appropriate Deputy Director/Chief, the Director of Police Services or Director of Human Resources. 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 Union.

All grievances will be processed in the above manner with the following exceptions:

1. Any grievance that is elected as a result of formal disciplinary action will automatically proceed to the step above the hearing officer.
2. When the grievance involves someone who is scheduled to receive the grievance in any of the designated steps, the grievance will automatically proceed to the next step.

ARTICLE 11 ARBITRATION

If a grievance is not resolved in Step #4, the matter may be submitted to arbitration. There shall be final and binding arbitration on suspension and discharge. In all other matters, the decision of the arbitrator shall be forwarded to the Director of Human Resources of the City and the President of the Union within thirty (30) days of the closing of the hearing. The Director of Human Resources shall then forward the decision to the Chief Administrative Officer who shall then review the arbitrator's decision as well as previously established facts relating to the grievance and provide a binding decision on the grievance as the final step in the grievance procedure.

Within fifteen (15) calendar days of receipt of the answer of the Director of Police Services, the Union will notify the Director of Police Services and the City EEO/Labor Office of its desire to submit the matter to binding arbitration. The City or the Union 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 Union, 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 Union.

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 the Agreement. The decision of the arbitrator will be forwarded to the City's EEO/Labor Office and the local President of the Union.

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 Union 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-union employees from presenting their own grievance and receiving adjustments at any step without the assistance or presence of a Union representative, provided, however, that no adjustment will be inconsistent or in conflict with the terms of the Agreement. The City and the Union will not be obligated for any arbitration expenses arising out of a grievance presented by a non-union dispatcher without assistance from the Union.

ARTICLE 12 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 Union 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, **Management**, or other competent authority.

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

1. Investigations by the Department of allegations of a violation of the rules and regulations of the Department will be known as an Administrative Investigation.
2. 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.

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 urgency of the investigation dictates 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 will be so informed. When the employee is being interviewed, he will be entitled to the presence of one other employee of his choice from the Memphis Police Services Division or the Union to serve in the capacity of an advisor. The employee may consult with his 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 steno graphically recorded, the employee will be given a copy of such recording and/or transcript immediately upon request by him. 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 recorded statement to correct transcription errors prior to signing. During the course of the investigation, the employee will not show his 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.

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 has been advised of his right pursuant to the Miranda decision or applicable law. If an employee chooses to invoke his 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 13 PERSONNEL FILE REVIEW

Employees covered by this Agreement will be allowed to review their own departmental personnel files when requested during the normal business hours of the Human Resources Office. Requests will not be refused but will be granted in accordance with departmental procedures established within the City of Memphis Policies and Procedures Manual 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 Office who will investigate. If a true discrepancy exists, appropriate steps will be taken to correct the record and the employee concerned will be informed. Personnel files will be maintained in the Human Resources Office of the Police Services Division.

An employee will be allowed to review the file maintained on them by the Internal Affairs Bureau during normal working hours. For purposes of this Article, the I.A.B. file will be defined as the files maintained by that Bureau and that show the dispatcher's name and the date of any charge filed against him. It will not include information as to any present charge or pending investigation.

Employees will be allowed to review their personnel file maintained by the **Emergency Communications Bureau** during their normal tour duty. All requests will be handled within a reasonable time period and review will occur in the presence of a supervisor. Discrepancies, **including but not limited to expired disciplinary material**, discovered within an employee's file will be brought to the attention of the appropriate member of management. **Management agrees to review each employee's file as necessary for the purpose of purging outdated and or/expired material. Documentation confirming the audit will be maintained within the file and will be signed by the employee and a member of management.**

ARTICLE 14
RESIDENCY REQUIREMENTS

The City agrees to maintain a residency policy for Communication's Bureau employees 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 employees for emergency duty. Therefore, it is agreed that employees residing outside the confines of Shelby County must be able to report for duty within two hours of notification. No single element will be considered conclusive as to proof of residency. It is the responsibility of the employee to keep management apprised of a current telephone number and address.

ARTICLE 15
BULLETIN BOARD

The City agrees to provide and maintain suitable bulletin board space on existing or new bulletin boards in conspicuous places.

Materials posted on these boards shall be responsibility of CWA and shall relate to Union matters to include meetings, Union elections, recreational and social affairs of the Unions, reports, ruling and policies

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

ARTICLE 16
HEALTH AND SAFETY

The City shall assume the responsibility of establishing and maintaining a clean, pest free, and OSHA compliant work environment for the employees of the Emergency Communications Bureau. For purposes of this agreement, matters of the above nature will be considered as directly related to the health and safety of the employees.

1. 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 reviewing health and safety matters affecting employees. The Labor Management Committee (refer to Article 5 – Labor Management Committee) will also meet and confer on matters affecting health and safety. Meetings shall be held in conjunction with regular labor management meetings but may also be held as needed and not less than on a semi-annual basis. No changes will be made within the Emergency Communications Bureau that will affect the health and safety, either directly or indirectly of the members of this bargaining unit without advanced notification to the committee of said change and the opportunity given to convene and discuss said change if deemed necessary by any member of the

committee. It is agreed that the Union will represent employees whose complaints are being processed or when investigations are being made.

2. In such cases where employees are assigned to work in areas where they are exposed to communicable diseases such as tetanus, typhoid, typhus, tuberculosis, hepatitis or other contagious 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 would have otherwise received had that employee not contracted such disease. To be disqualified from such treatment, evidence must indicate such disease was not contracted as result of the employee's job performance.
3. The employer is obligated to furnish annual inoculations protecting against tetanus, typhoid, typhus, influenza, tuberculosis and hepatitis 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.
4. Each employee will be provided with at least one training session per year on evacuation procedures and receive a written copy of any applicable evacuation policies.

ARTICLE 17 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. Employees considering employment in a second job must adhere to City policy and Departmental policy and procedures.

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.

ARTICLE 18 BEVERAGES

All employees will be allowed to have a beverage at their workstation if needed. All beverages must be in a spill proof cup.

ARTICLE 19 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.

Emergency Communications Bureau time will be defined as the length of uninterrupted continuous services of the employee with the Memphis Police Department from the time that employee is hired as a full time, permanent Emergency Communications Bureau employee.

SECTION 3.

An employee's seniority is broken when an employee: a) resigns; b) is discharged for just cause; c) 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) or is laid off for a period of more than twenty-four (24) months.

SECTION 4.

If an employee, who is past his probationary period resigns, and is later rehired he shall return at the monthly salary consistent with his length of service in the Emergency Communications Bureau and consistent with the City's wage and salary administration policies.

ARTICLE 20 SENIORITY PREFERENCE/BID SYSTEM

All non-probationary employees **are allowed to bid on any shift opening available for which they are eligible.** The following rules regarding seniority preference and bids will apply:

- A. Employees hired into the Emergency Communications Bureau prior to January 1, 2003 may use their citywide seniority in bidding for shift or position openings within the Memphis Police Department Emergency Communications Bureau. Employees hired into the Emergency Communications Bureau after January 1, 2003 will only be allowed to use their Emergency Communications Bureau seniority to bid for shift or position openings with the Memphis Police Department Emergency Communications Bureau. Emergency Communications Bureau seniority is defined as the length of uninterrupted continuous service of the employee after completion of the Emergency Communications Bureau probationary period.

1. All **bid** positions on any shift within the Emergency Communications Bureau will be subject to a bid process of at least two consecutive rounds.
2. No employee shall be permanently assigned to a vacant position that has not first been opened to this bid process.
3. Each subsequent round of bids will consist only of those vacancies that were created by the successful bidders of the previous round.
4. Notice will be posted no less than fourteen (14) days in advance in order to advise employees of the date the bids will open for shifts that will be available for bid.
5. Once the bid process is completed, available sections will be posted. Any employee wishing to change sections may do so by submitting a memo to the supervisor requesting the change. Available sections will be awarded based on seniority as it is defined within this article.
6. Bids will remain open for seven (7) days.
7. **An employee** must bid for jobs in person via a bid book located in Personnel, or Supervisors Office.
8. **An employee** may remove his/her name from the bid book within seven (7) days while the bid is open.
9. Shifts successfully bid for at the end of the bid process will be filled within fourteen (14) days or by the next changeover, whichever is greater.
10. Upon completion of the bid process, any remaining vacancies in shifts will be filled by the most junior employee who is qualified to fill the open position. Once the bid process is completed, employees who did not bid will remain in their current shift or in their current section.
11. Any vacancies in sections **or shifts** that must be filled in order to provide adequate daily staffing levels will be filled by seniority through the process defined in this Article.
12. Any employee who has not been permanently assigned to a shift or section will be placed into any remaining vacancies according to their preference by class standing. This includes probationary employees who have been released as dispatchers but have not achieved non-probationary status.
13. All bidding processes will be completed prior to the time at which any current probationary employees achieve non-probationary status.

Management shall define the procedure by which any duty assignment that is not subject to the bid or application process is filled. The Union shall be notified of this procedure in writing.

ARTICLE 21 HOURS OF WORK

The basic workday for permanent, full-time employees covered by this Agreement will be eight (8) hours per day divided up into **four (4)** shifts. These shifts are defined and will be hereafter referred to as Alpha (1st Shift), Bravo (2nd Shift) and Charlie (3rd Shift) **and Delta (split shift)**. The basic workweek will be forty (40) hours per a seven (7) day work period. Overtime, whether taken as pay or compensatory time, will be paid at a rate of time and one-half (1.5) to employees who have physically worked forty (40) hours in a given work period. Dispatchers will have the option of taking pay or compensatory time for any overtime worked.

Under certain circumstances it may be necessary for a dispatcher to be called back to work at times other than their regularly scheduled hours. This time will be considered call back. Call back will be paid for four (4) hours regular rate or the actual time 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 dispatcher is called back to duty and such call back extends into his regularly scheduled workday. Management will not change a dispatcher's day off, fixed or rotating shift, in order to circumvent the paying of overtime.

Employees of the Communication's Bureau will be provided a thirty (30) minute paid meal period during each **consecutive eight (8) hours worked**. In the event that the employee's meal period is assigned, the employee will have the option of requesting a different time assignment from the supervisor. Every effort will be made to work with the employee in this situation provided it does not interfere with the operations of the Emergency Communications Bureau. Additionally, two (2) fifteen (15) minute paid rest periods may be granted during **each consecutive eight (8) hours worked**. The rest period must be taken at such a time so as not to interfere with the operation of the Emergency Communications Bureau. It is the responsibility of the immediate supervisor to schedule the time of the rest period. Rest periods will not be denied unless staffing levels fall below complement. If an employee chooses not to take advantage of the given rest period, such time shall not be accumulated to allow for late arrival or early departure, nor shall it be added to lunch periods or any type of leave.

In accordance with section 7 (o) of the Fair Labor Standards Act, compensatory time may be earned by forty (40) hour employees in lieu of overtime compensation to a maximum of 480 hours of compensatory time that represents not more than 320 hours of actual overtime worked. The employee may request to use such compensatory time and will be allowed such use of the compensatory time provided it does not interfere with the operations of the Emergency Communications Bureau. Further, the compensatory time off will be hours when the employee is not working and therefore will not be counted as

hours worked during the applicable work period for the purpose of overtime compensation. The employee will be compensated at the employee'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.

Employees will be provided with an accounting of all earned compensatory time no less than once per month.

**ARTICLE 22
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 first (Alpha) and third (Charlie) shifts.

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 dispatcher, but not the result of misconduct. Any dispatcher 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. Below is a current breakdown of the Shift Differential pay for employees of the Emergency communications Bureau. Employees who are permanently assigned to a split shift where at least four (4) hours are worked during a period qualifying for shift differential as defined above, shall receive half of the differential for that shift.

Hourly Rates in Cents (calculated to 4 digits) and Monthly Rates (based on standard 173.33 work hours per months)

	First 6 months	Thereafter
1st	.2619 hourly (45.40 monthly)	.3929 hourly (68.10 monthly)
3rd	.1310 hourly (22.71 monthly)	.1964 hourly (34.04 monthly)

**ARTICLE 23
EMPLOYEE LONGEVITY PAY**

In order to provide an incentive for those employees who maintain continuous service within the Memphis Police Emergency Communications Bureau, all eligible employees will receive a monthly incentive pay. Pay will be awarded according to Bureau seniority and will be distributed as follows:

Years of Service:

Five or more:	.51% of Base pay
Ten or more:	.70% of base pay
Fifteen or more	1.01% of base pay
Twenty or more:	1.21% of base pay
Twenty-five or more:	1.51% of base pay

**ARTICLE 24
HOLIDAYS**

The following days shall be recognized and observed as paid holidays during the term of this Memorandum of Understanding:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	3 rd Monday in February
Martin Luther King Memorial	April 4
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25

Employees who are assigned to work on a given holiday will receive either a day off to be scheduled later by mutual agreement of the Division and the employee, or the employee shall be paid an additional eight (8) hours of pay for having worked the holiday if:

- 1) The employee is assigned to work on any given holiday; or
- 2) The holiday falls on an employee's regular day off.

Whenever one of the above holidays falls on either Saturday, or Sunday, either the preceding Friday or the following Monday shall be observed as the holiday. Employees will be notified as far in advance as possible concerning the day to be observed as the holiday.

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

Parties agree to recognize the above holidays only and no other holidays.

ARTICLE 25 VACATIONS

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

<u>SERVICE CREDIT</u>	<u>ACCRUAL</u>	<u>EXPLANATION</u>
Up to 6 months	None	N/A
6-month anniversary	8 days (64 hours)	N/A
1-year anniversary (during 2 nd calendar year)	5 days (40 hours)	if hired on/after July 1
	10 days (80 hours)	if hired before July 1
3 rd , 4 th , and 5 th calendar year	13 days (104 hours)	13 days accrue at beginning of year
6 th calendar year	14 days (112 hours)	13 days accrue at beginning of year; 14 th day accrues on 6-year anniversary
7 th calendar year	15 days (120 hours)	14 days accrue at beginning of year; 15 th day accrues on 7-year anniversary
8 th calendar year	16 days (128 hours)	15 days accrue at beginning of year; 16 th day accrues on 8-year anniversary
9 th calendar year	17 days (136 hours)	16 days accrue at beginning of year; 17 th day accrues on 9-year anniversary
10 th calendar year	18 days (144 hours)	17 days accrue at beginning of year; 18 th day accrues on 10-year anniversary

11 th calendar year	19 days (152 hours)	18 days accrue at beginning of year; 19 th day accrues on 11-year anniversary
12 th calendar year	20 days (160 hours)	19 days accrue at beginning of year; 20 th day accrues on 12-year anniversary
13 th calendar year	21 days (168 hours)	20 days accrue at beginning of year; 21 st day accrues on 13-year anniversary
14 th calendar year	22 days (176 hours)	21 days accrue at beginning of year; 22 nd day accrues on 14-year anniversary
15 th calendar year	23 days (184 hours)	22 days accrue at beginning of year; 23 rd day accrues on 15-year anniversary
16 th calendar year	23 days (184 hours)	23 days accrue at beginning of year
17 th calendar year	24 days (192 hours)	23 days accrue at beginning of year; 24 th day accrues on 17-year anniversary
18 th calendar year	24 days (192 hours)	24 days accrue at beginning of year
19 th calendar year	25 days (200 hours)	24 days accrue at beginning of year; 25 th day accrues on 19-year anniversary
20 th calendar year	25 days (200 hours)	25 days accrue at beginning of year
21 st calendar year	26 days (208 hours)	25 days accrue at beginning of year; 26 th day accrues on 21-year anniversary
22 nd calendar year	26 days (208 hours)	26 days accrue at beginning of year
23 rd calendar year	27 days (216 hours)	26 days accrue at beginning of year; 27 th day accrues on 23-year anniversary
24 th calendar year	27 days (216 hours)	27 days accrue at beginning of year
25 th calendar year	28 days (224 hours)	27 days accrue at beginning of year; 28 th day accrues on 25-year anniversary

26 th calendar year and thereafter	28 days (224 hours)	28 days accrue at beginning of year
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EXAMPLE 1 (hired on/after July 1):

Date of Employment:	12/15/2021	
6-month anniversary:	06/15/2022	(Accrues 8 days to be used by 12/31/2022*)
1-year anniversary:	12/15/2022	(Accrues 5 days to be used by 12/31/2022*)
Beginning of 3 rd calendar year:	01/01/2023	(Accrues 13 days to be used by 12/31/2023*)

EXAMPLE 2 (hired before July 1):

Date of Employment:	06/15/2022	
6-month anniversary:	12/15/2022	(Accrues 8 days to be used by 12/31/2022*)
1-year anniversary:	06/15/2023	(Accrues 13 days to be used by 12/31/2023*)
Beginning of 3 rd calendar year:	01/01/2024	(Accrues 13 days to be used by 12/31/2023*)

*unless carried over to following year per policy.

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 scheduled beginning July 1 of each year to begin on January 1 of the following year according to citywide seniority and will be scheduled at the minimum of five (5) consecutive vacation days, at a time and in accordance with the Emergency Communications Bureau's policy. Vacation scheduling shall take place during a period of five (5) separate rounds. No employee who is in the process of scheduling vacation shall keep the vacation book more than two (2) days. If an employee is off duty for any reason other than his regular days off when it is his/her turn to schedule vacation, the supervisor will contact that employee to determine his/her vacation preference.

At the time the employee enters his/her vacation, the employee 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 employee with the prior approval of his/her supervisor. These days are not priority days to be used in vacation seniority preference, but they must be taken off during the calendar year. Any deletions made to the vacation schedules must only be done by the employee at the end of the vacation round, and additions to the schedule may only be made at the employee's appropriate turn.

Any employee wishing to delete their scheduled vacation must notify their supervisor of their intention in writing prior to the completion of the current round, or prior to the beginning of the following round in order to make these changes.

Any scheduled vacations that include or are adjacent to any holiday, that are deleted after the close of the fifth and final round will be open to bid and will be filled through seniority. Any employee with at least forty (40) hours of vacation time remaining, either scheduled or unscheduled shall receive the vacation book at each round at their appropriate turn.

Employees will be limited to one holiday per scheduled vacation round with the exception of Thanksgiving and Christmas, which are two days, which will be treated as one holiday.

Employees who bid to a shift in the middle of a vacation round will be inserted into the list by order of their seniority and shall receive the vacation book at their appropriate turn within that round to enter one vacation round. If the vacation book has already passed that employee but has not yet reached the end of the round, the newly bid employee will be allowed to schedule one round of their vacation, in accordance with their seniority, before the round continues. When newly bid employees need to catch up to the current round, they will do so in order of seniority at the end of the present round before any deletions are made. Employees who bid to a shift after the completion of all rounds, will be allowed to schedule any remaining vacation by order of seniority.

Management shall give consideration to any employee who bids to another shift and is able to provide proof of financial obligation for a vacation that was scheduled while on their previous shift. Such proof may be inclusive of items such as security deposit or purchased travel arrangements, and payment must have been made prior to that employee's shift bid.

Vacation hours that have been carried over from the prior year will be scheduled by seniority according to the above procedure with the following exceptions. Employees with approved carryover vacation hours of at least five (5) days will be allowed to schedule their vacation in a separate round beginning on January 1, and ending no later than January 31. Employees participating in the carryover vacation round may schedule all carry-over hours during their appropriate turn. All carryover vacation time scheduled during his round must be utilized by the date specified in city of Memphis policy.

Once vacations have been scheduled in accordance with the above Article, vacations shall not be changed unless mutually agreed upon.

ARTICLE 26 SICK LEAVE

SECTION 1

- (A) Upon completion of sixty (60) days of consecutive service after initial employment, all permanent, full-time employees shall be eligible to receive pay while absent from work due to sickness to be charged against accumulated sick leave time per Personnel Policy Manual, PM 46-03, "Sick Leave."

Unlimited accumulation of sick leave begins from the first day of employment:

SICK LEAVE ACCRUAL

Service Credit	Accrual Rate Effective Date	Accrual Rate Per Month
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Up to 5 years (5-year period)	First month of employment	1 day (8 hours)
5 years up to 9 years (4-year period)	First month after 5-year anniversary	1½ days (12 hours)
9 years up to 14 years (5-year period)	First month after 9-year anniversary	2 days (16 hours)
14 years or more	First month after 14-year anniversary	2½ days (20 hours)

EXAMPLE:

Date of Employment: 12/15/2001 (Accrues 1 day per month)*
5-year anniversary: 12/15/2006 (Accrues 1½ days per month beginning 01/15/2007)
9-year anniversary: 12/15/2010 (Accrues 2 days per month beginning 01/15/2011)
14-year anniversary: 12/15/2015 (Accrues 2½ days per month beginning 01/15/2016)

*New employees are only eligible to use accrued sick leave time after two consecutive calendar months of employment.

- (B) Sick leave will not accumulate while an employee is absent on sick leave fifteen (15) days or longer, unauthorized absence, or during other leaves of absences.
- (C) Pay for holidays that occur while an employee is on authorized sick leave shall not be charged as sick leave.

SECTION 2

In accordance with City PM 46-03, employees shall be compensated in cash for accumulated unused sick leave when they retire, but not to exceed seventy-five (75) days. 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 shall not be counted as compensation for the purpose of computing retirement benefits.

**ARTICLE 27
LEAVES OF ABSENCE**

Leaves of absence without pay may be granted to the regular employees for the following reasons:

SECTION 1. MILITARY LEAVE

Military leave shall be granted in accordance with applicable law and the current City of Memphis Policy concerning Military Leave PM 66-03.

SECTION 2. PERSONAL LEAVE

Regular, full-time employees who have completed three (3) consecutive months of employment will be eligible to receive leaves of absence without pay for extraordinary circumstances for a period not to exceed thirty (30) days upon recommendation of the Department Head and with the approval of the Division Director. Such approval shall not be unreasonably withheld.

Personal leave without pay will be granted only after all accumulated vacation, bonus, and other paid time is exhausted. Sick leave will not accrue while an employee is on leave of absence without pay.

SECTION 3. ILLNESS

Regular, full-time employees who have completed three (3) consecutive months of employment, will be eligible for a leave of absence not to exceed six (6) months with an extension up to six (6) months after the exhaustion of the employee's paid sick leave because of the prolonged illness of the employee. The request for such leave of absence or extension shall contain the recommendation of the physician and the leave shall be granted by the Division Director.

SECTION 4. EDUCATIONAL LEAVE

Regular, full-time employee who have completed one full year of continuous employment shall be eligible to receive a leave of absence, which does not 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.

SECTION 5. EMERGENCY BENEFIT LEAVE

When an unforeseen circumstance arises that makes it necessary for an employee to miss their scheduled tour of duty, or any part thereof, the employee may request the use of emergency benefit time. Employees must notify their supervisor as soon as they become aware of the need for time. Approval for such requests will not be withheld provided that reasonable documentation of stated emergency is provided upon the employee's return to duty.

ARTICLE 28

DEATH IN FAMILY

Employees occupying permanent, full-time positions with City of Memphis Government, including those in their initial probationary period, shall be granted time off from scheduled work because of a death in the employee's immediate family. Full wages shall be paid for scheduled days of work from which the employee is necessarily absent because of a death, but not to exceed a maximum of three days for an employee who works the City's standard workweek, and not to exceed two 24-hour duty days for a 56-hour employee.

For the purpose of this policy, immediate family is defined as:

1. Legal spouse
2. Legal children
3. Legal parents
4. Legal grandparents
5. Children of legal spouse
6. Brothers, Sisters (blood/step/half)
7. Mother, Father of legal spouse
8. Properly established foster parents

NOTE: This policy treats in the same manner relationships listed above that are created legal adoption. However, DEATH IN FAMILY LEAVE shall be granted only one time for the mother relationship and one time for the father relationship. The employee has the option of the selection relative to legal, adoptive, foster, step, etc., parental relationships.

If a death of those listed above interrupts an employee's scheduled vacation, bonus day, or sick leave, the employee has the option of charging those days to applicable unused accrued vacation, bonus day, or sick leave, or to charge those days to DEATH IN FAMILY LEAVE. If the employee elects DEATH IN FAMILY LEAVE, the vacation or bonus day leave shall be rescheduled at the convenience of the City, and the employee's sick leave day(s) will be restored to the employee's accrued sick leave balance. Holidays that occur while an employee is on DEATH IN FAMILY LEAVE shall be charged as holiday leave only. Regardless of the option chosen, the maximum amount of leave allowed the eligible employee for DEATH IN FAMILY LEAVE is three days for an employee who works the City's standard workweek, or two 24-hour duty days off scheduled work for the 56-hour employee.

If the death of those listed above results in the employee necessarily being absent beyond the allowable DEATH IN FAMILY LEAVE, the employee shall immediately notify the employee's Division Director or designee requesting consideration for additional time off. If the Division Director or designee grants additional time off, the employee may elect to

use accumulated vacation, bonus day, previously earned compensatory time, or to be docked in pay for the time off.

DEATH IN FAMILY LEAVE FOR FUNERAL OF OTHER RELATIVES

When a funeral occurs for one of the following on an employee's regularly scheduled workday:

1. son-in-law or daughter-in-law of employee or of employee's legal spouse,
2. brother-in-law or sister-in-law of employee or of employee's legal spouse,
3. grandparents of employee's legal spouse,
4. grandchildren of employee's legal spouse, or
5. relationships listed above that are created by legal adoption.

If necessary, leave of absence with full wages shall be given as follows:

1. Two days off from scheduled work for an employee who works the City's standard workweek; or
2. In the case of a 56 hour employee, should the funeral occur on a regularly scheduled workday or the day before or the day after a regularly scheduled workday, the employee shall receive one 24 hour duty day off.

If the funeral of those listed under DEATH IN FAMILY LEAVE FOR FUNERAL OF OTHER RELATIVES interrupts an employee's scheduled vacation, bonus day, or sick leave, the employee has the option of charging those days to applicable unused accrued vacation, bonus day, or sick leave, or to charge those days to DEATH IN FAMILY LEAVE FOR FUNERAL OF OTHER RELATIVES. If the employee elects DEATH IN FAMILY LEAVE FOR FUNERAL OF OTHER RELATIVES, the vacation or bonus day leave shall be rescheduled at the convenience of the City, and the employee's sick leave day(s) will be restored to the employee's accrued sick leave balance. Holidays that occur while an employee is on DEATH IN FAMILY LEAVE FOR FUNERAL OF OTHER RELATIVES shall be charged as holiday leave only. Regardless of the options chosen, the maximum amount of leave allowed the eligible employee for DEATH IN FAMILY LEAVE FOR FUNERAL OF OTHER RELATIVES is two days off from scheduled work for an employee who works the City's standard work week, or one 24 hour duty day off scheduled work for the 56 hour employee.

If the funeral of those listed above results in the employee necessarily being absent beyond the allowable DEATH IN FAMILY LEAVE FOR FUNERAL OF OTHER RELATIVES, the employee shall immediately notify the employee's Division Director or designee requesting consideration for additional time off. If the Division Director or

designee grants additional time off, the employee may elect to use accumulated vacation, bonus day, previously earned compensatory time, or to be docked in pay for the time off.

DEATH OF INDIVIDUALS NOT LISTED IN THIS POLICY

If an employee is affected by a death or funeral of an individual not included in the provisions of this policy, a request for time off from scheduled work shall be considered by the employee's Division Director or designee. If the Division Director or designee grants additional time off, the employee may elect to use accumulated vacation, bonus day, previously earned compensatory time, or to be docked in pay for the time off.

In all provisions of this entire policy, the City maintains the right to request verification of a death or funeral and the employee's relationship to the deceased. Verification may be but is not limited to the following:

1. Copy of death certificate
2. Program of eulogy
3. Statement from funeral home
4. Newspaper death notice

Failure to provide the requested verification within 10 calendar days upon demand shall result in either the loss of wages from the time taken in connection with death or funeral, or disciplinary action up to and including termination. In all provisions of this entire policy, when employees find it necessary to avail them of the leave provided, they shall immediately notify their respective Division Director or designee through their designated supervisor in accordance with the employee's Division rules and regulations.

NOTE: Where differences exist between the Personnel Manual Policies and Procedures and the Memoranda of Understanding, the Memoranda of Understanding will supersede.

ARTICLE 29 DEATH OF AN EMPLOYEE

In the event of the death of a permanent, full-time employee, while employed by the City of Memphis, all accumulated sick days up to seventy-five (75) days, or the maximum number of days as permitted under PM 46-03, whichever is greater, all accrued wages due, including allowances for unpaid holidays and vacation time, in addition to \$10,000.00 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 30
ON-THE-JOB INJURY**

All on-the-job injuries are subject to any OJI Policies, rules and procedures applicable to all City of Memphis employees and shall not be subject to grievance and arbitration.

**ARTICLE 31
UNIFORM ALLOWANCE**

The initial uniform allowance for probationary employees who have successfully completed training will be \$400.00 for the year. The annual uniform allowance for full-time employees beginning their second year will be \$400.00 annually.

The allowance will be paid directly to an approved uniform supplier and may be redeemed at the beginning of each new fiscal year.

The city will also replace or repair at no cost to the employee any uniform item that is damaged without negligence of the employee during their tour of duty. The employee must immediately notify the on duty supervisor of any damage and complete the equipment replacement form. This form will be forwarded to the deputy chief of administration and may be approved or denied upon review.

**ARTICLE 32
CAREER DEVELOPMENT**

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

**ARTICLE 33
TUITION REIMBURSEMENT**

The City will provide a tuition reimbursement program for all regular employees covered by this memorandum. To be eligible for benefits in this Article, an employee must have completed his required initial probationary period. Courses must be approved by both the Division Director and the Director of Human Resources at least five (5) days prior to the beginning of classes. Employees should refer to the Tuition Reimbursement Policy (PM 58-03) or contact the Division of Human Resources for further information on program criteria, eligible expenses and procedures for reimbursement.

**ARTICLE 34
LIFE INSURANCE**

Life insurance is offered to regular, full-time employees covered under this agreement as an optional benefit in addition to the \$10,000.00 no cost life insurance death benefit that is provided per the City of Memphis Personnel Manual, PM 42-02 entitled Life Insurance.

**ARTICLE 35
PENSION**

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

**ARTICLE 36
WAGES**

Effective July 1, 2021, the City of Memphis proposes current wage rates for employees covered by this Memorandum of Understanding to be increased by two percent (2%).

**ARTICLE 37
OUT-OF-RANK PAY**

Employees who are assigned to areas within the ECB wherein their primary job function are not that of their rank designation, shall receive out of rank pay as specified below.

COMMUNICATIONS TRAINING PROGRAM - Employees who are classified as a Communications Training Officer (CTO) or Communications Training Senior (CTS), will be compensated at a rate equal to five (5%) percent of the base rate for the top pay of his classification.

Such pay for work out of rank as a Communications Training Senior (CTS) will begin at the time that a training class begins and will continue, **uninterrupted until all trainees are released.**

Pay for work out of rank, as a Communications Training Officer (CTO) will begin at the time that a CTO is assigned a trainee and will continue until they are no longer assigned a trainee. A CTO will also be paid for any other time that they are required to train due to staffing issues.

Management will take all necessary measures to ensure that each CTO is equally

provided the opportunity to train during the active training period. An employee may terminate their duties as a training officer or training senior at any time. Management reserves the right to remove an employee acting as a Communications Training Officer or Communications Training Senior at any time for just cause.

ARTICLE 38 OVERTIME

Projected overtime within Emergency Communications Bureau will be posted one (1) week in advance on **Fridays**. All projected overtime will be offered in increments of four (4) or eight (8) hours. Any employee wishing to work overtime will submit a letter of request specifying shift preference and give two (2) contact telephone numbers at which he/she may be contacted on a twenty-four-hour (24) basis. The request may be given to any Supervisor. The list will be compiled by citywide seniority and as overtime is needed, employees will be notified beginning with the most senior dispatcher on the list.

The supervisor or his designee will make a total of two (2) attempts (one on each number). If contact is not made, the next employee on the list will be contacted. If contact is not made at the initial attempt and the employee in question calls back while overtime is still available, they will have the opportunity to take an open overtime assignment. All employees will be given their choice of any available overtime on the shift that they are being called for.

Once an employee has accepted an overtime detail, he shall not cancel unless for one (1) of the following reasons: sickness, family medical leave illness, death in family leave injured on duty, leave of absence, or military leave. Any employee wishing to remove his/her name from the overtime list shall do so by giving written advanced notice to a supervisor specifying the date of effective removal. Additions to the list will be made in writing from the employee to a supervisor prior to the fifteenth (15th) day of the current month and will become effective on the first day of the next calendar month. Once placed on the list, the employee may not be included in the current rotation of the list depending on where he/she is placed in accordance with his / her seniority. There will be no make-up over time assignments for any employee.

Any projected overtime that remains after the overtime list has been exhausted shall be offered to those employees in alternate work areas before being offered on a voluntary basis.

Any overtime requirement that is not Projected shall be classified as last-minute overtime and shall be filled on a voluntary basis, not subject to the overtime list. Last-minute overtime will be offered in four (4) or eight (8) hour increments **and shall be**

awarded on a first-come, first-served basis. Supervisory personnel will ask for volunteers for any overtime before moving to the mandatory overtime assignments.

If there are no volunteers for last-minute overtime and the staffing levels are below the minimum complement, the supervisor will invoke the Mandatory Overtime Assignment procedure. Mandatory overtime may be used in order to obtain minimum staffing level for the shift in question and will be utilized only when staffing levels are below the minimum level.

Mandatory overtime, also referred to as drafting, will be filled according to citywide seniority beginning with the most junior on any particular shift and moving upwards to the most senior. Supervisory personnel will draft beginning with the next available shift with the subsequent shifts to follow. Supervisors may reverse the draft order only when the current draft procedure will cause the subsequent shift to be two or more below the minimum staffing requirement for that shift and there are no other eligible employees that can be drafted. Management will notify the Union in advance if it becomes necessary to reverse the draft order. Should it become necessary to undraft personnel for any reason, the supervisor will begin with the employee who was drafted last for the shift in question. Under no circumstances shall supervisory personnel allow those individuals being drafted to choose the shift that they are being drafted for.

Mandatory overtime assignments will be no more than four (4) hours in duration, however, an employee must work a minimum of three (3) hours of their mandatory shift in order for the shift to be counted as a draft. No employee shall be drafted if it will cause that employee to work more than twelve (12) hours in a given work period. No mandatory overtime will be assigned with less than two (2) hours prior to the start of the next shift. An employee may not be assigned mandatory overtime while working on their regular day off or while working on any other shift other than their assigned shift.

In order to ensure that employees are given as much advance notice as possible regarding the possibility of mandatory overtime, mandatory overtime lists for all shifts will be posted and kept up to date by management. Employees who are not able to work mandatory overtime due to a previously scheduled medical appointment, must notify their shift supervisor prior to the beginning of the shift in order to be excused from the mandatory assignment. Written documentation must be provided to their shift supervisor validating the scheduled appointment.

Employees covered by this agreement who are assigned to alternate work areas are not subject to mandatory overtime, however, they will be allowed to work voluntary overtime shifts only when no other employee is willing to work and it prevents another employee from being drafted. In an effort to minimize the amount of missed mandatory overtime that must be accounted for by employees who are absent on approved leave,

mandatory overtime lists shall be adjusted in the following manner.

1. Employees who are off on approved sick leave for more than five (5) days will begin receiving draft credits beginning on their sixth consecutive day of sick leave. An employee will only receive a credit if they would have been drafted on that day and will receive no more than one draft credit per day. The supervisor will note the reason and date for the credit in the appropriate draft column.
2. Employees who are off on vacation leave of at least five (5) days, will received draft credits beginning with the first day of their vacation. An employee will only receive a draft credit if they would have been drafted on that day and will receive no more than one draft credit per day. The supervisor will note the reason and date for the credit in the appropriate draft column.

Additionally, any employee who bids from one shift to another will be inserted into the mandatory overtime list of their new shift at that shift's current round. The current draft round is defined as the highest numeric round where a majority of eligible employees have been drafted. At no time shall an employee be inserted into a round that is more than five (5) behind the highest numeric round in total. Mandatory overtime lists for all shifts will be reset to begin at the shift's current round as defined above on January 1 of each year. Employees who are ahead of their shift's current round shall maintain that placement upon the annual reset.

ARTICLE 39 SAVINGS 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.

Nothing herein is intended to be in conflict with federal, state, or local laws or regulations having the force and effect of laws, and the parties recognize and agree that any provision herein which is in therewith shall not be applicable. Further, the parties agree that if any properly and hereafter enacted law or regulation, particularly any City ordinance, provides rights or benefits to all other City employees, the employees of this bargaining unit shall receive the same benefits.

**ARTICLE 40
FISCAL DISCLOSURE**

The City of Memphis agrees to furnish the Union 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 Union with copies of all approved grants involving the Police Emergency Communications Bureau, along with all documentation used in the original proposal to obtain the grant.

**ARTICLE 41
RADIO ASSIGNMENTS**

When necessary for the purposes of maintaining radio proficiency within the Emergency Communications Bureau, all Employees may be required to work each radio position a total of one (1) time per month. If it is deemed necessary for any position to be assigned in advance by management, the assignments will be posted at least one (1) day in advance.

**ARTICLE 42
TOUR EXCHANGE**

In order to assist the City of Memphis in minimizing monetary expenditures for overtime within the communication Bureau as well as to maintain necessary staffing levels, employees of the Emergency Communications Bureau will be allowed to exchange work shift with another qualified employee within the same pay period. This process will assist in ensuring that unnecessary overtime is not paid by the city through allowing an employee to change their regular day off during times of inadequate staffing levels and when use of earned benefit time is not an option.

It is understood that all provision noted in this Article shall not result in any additional cost to the City of Memphis such as out-of-rank, overtime, holiday pay, etc. exchanged shift times shall have no effect on an employee's work week, neither increase not decrease hours.

**ARTICLE 43
IN-SERVICE TRAINING**

In order to ensure that each employee receives the training necessary to provide continued proficiency in all areas of duty, each Employee covered by this agreement will receive a yearly in-service training. **In-Service training may incorporate formalized classroom instruction; approved virtual instruction; and/or a combination of in-person and online instruction. Training shall total no less than eight (8) hours annually.**

**ARTICLE 44
TERM OF THE AGREEMENT**

The City of Memphis proposes a 1-year MOU agreement for economic and noneconomic items effective July 1, 2021 through June 30, 2022.

**ARTICLE 45
BILINGUAL PAY**

Memphis Police Communication Bureau employees (“employee”) competent in speaking, reading, and writing in a language other than English will be compensated as follows:

Monthly	\$75.01
Bi-weekly	\$34.62
Hourly	\$0.4327

The Police Director shall determine the languages, for which there is a substantial need in the community that shall be eligible for bilingual pay.

The Human Resources Division shall conduct a test of competency for employees who believe they are eligible and apply for bilingual pay. Employees who have obtained certification elsewhere may submit such certification for acceptance by Human Resources. Bilingual pay will be offered to a maximum of 10 employees at any time. If more than 30 employees selected to receive bilingual pay shall be given preference first based on the languages identified by the Police Director and then by seniority.

Bilingual pay eligibility shall continue in accordance with the above provisions during any period of leave with pay that does not exceed more than 30 day

ARTICLE 46
INCENTIVES, AWARDS, AND PERFORMANCE BASED PROGRAMS

Any performance-based incentive or award program that is proposed by the City shall be discussed in advance with the Union prior to implementation. Any benefit that is currently awarded based on an employee's performance shall be considered an incentive. The Union will be given input regarding the specific performance criteria that will be utilized in determining an employee's eligibility for an incentive or award. However, it is agreed that no one factor shall be used in determining performance.

A. Certification Bonuses

The City of Memphis will pay an annual bonus to employees who successfully obtain and maintain certifications which the City has determined will enhance the skills of its employees. The City will pay the initial bonus after the employee provides sufficient documentation establishing completion of the certification. Subsequent bonuses will be paid in the month of November, but at the rate of no more than once per fiscal year, as long as the employee remains his/her certification and provides sufficient documentation establishing such. Bonus amounts will be paid as follows:

- a. RPL Certification: \$350.00 Annually
- b. ENP – Certification: \$150.00

B. Emergency Call Answering Performance Incentive

A monthly incentive of one (1) hour compensatory time shall be awarded to employees who answer one-hundred percent (100%) percent of all emergency calls presented to them within ten (10) seconds. An Additional one (1) hour of compensatory time per employee shall be awarded to those shifts wherein all permanently assigned employees successfully answered one-hundred percent (100%) of all emergency calls presented within fifteen (15) seconds. Determining eligibility for incentives under this section shall be based on a per -month evaluation. No Employee shall receive more than two (2) hours of compensatory incentive time per month.

The Certification Bonus Program will not be subject to wage-reopener discussions except upon mutual agreement of CWA and the City.

**ARTICLE 47
PROMOTIONS**

The City of Memphis and CWA shall work together in good faith to create and implement a standardized promotional process that will include knowledge-based testing for eligible employees within the Emergency Communications Bureau.

**ARTICLE 48
EDUCATION INCENTIVE**

A monthly Education Incentive will be granted to all full-time, non-probationary ECB employees in the form of compensatory time as detailed below:

Associate's Degree – 2 hours

Bachelor's Degree – 4 hours

Employees will become eligible for the incentive upon completion of their initial probationary period and upon the attainment of the degrees listed above. Degrees received from accredited school shall be defined as schools that offers post-secondary degrees and are accredited by one of the accrediting agencies listed as regional or national accrediting agencies by the U.S. Department of Education. Original transcripts will be obtained by the employee and submitted to the proper authority to receive this incentive.

CWA.

IN WITNESS WHEREOF, the parties have approved the terms and conditions of this Memorandum of Understanding this, the 11th day of August, 2021

FOR THE:
COMMUNICATION WORKERS
OF AMERICA:



Wayde Boswell
President/Lead Negotiator
CWA Local 3806



Mendi Shull
Representative
CWA Local 3806

FOR THE:
CITY OF MEMPHIS



Cerelyn Davis, Chief
Memphis Police Department

DocuSigned by:



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Alex Smith
Chief Human Resources Officer

DocuSigned by:



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Jim Strickland
Mayor

