

Exhibit I

AGREEMENT

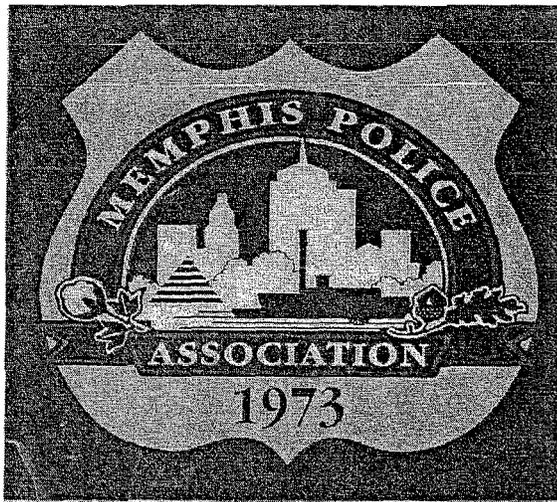
Between The

MEMPHIS POLICE ASSOCIATION

And The

CITY OF MEMPHIS, TENNESSEE

Dedicated to



Service

EFFECTIVE

JULY 1, 2017

THROUGH

JUNE 30, 2021

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

42	ON-THE-JOB ILLNESS/INJURY	40
43	TUITION REIMBURSEMENT	42
44	WAIVER.....	42
45	SAVING CLAUSE	43
46	WAGES	43
47	INACTIVE COMMISSION	45
48	TERM OF AGREEMENT	45
49	FIREARMS	45
50	SPECIAL EVENTS/OVERTIME DETAILS	46
51	CAREER DEVELOPMENT	46
52	NON-ENFORCEMENT STATUS.....	46
53	OUT OF TOWN DUTY RELATED APPEARANCES ...	46
54	HAZARDOUS DUTY PAY.....	46
55	BILINGUAL PAY	48
56	PHYSICAL FITNESS INCENTIVE PAY	48
	EXHIBIT A	51
	EXHIBIT B	55
	LONGEVITY	59
	EXHIBIT C	62
	Signature Page	

ARTICLE 1 AGREEMENT

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.

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 redacted from all such statements prior to any review by the employee and his/her representative.

Officers will be allowed to work off-duty while on suspension except in a security capacity.

No statement of charges may be issued more than one (1) year following the initiation of an investigation of a non-criminal violation of departmental rules and regulations unless new information or evidence surfaces which was not available at the time of the investigation.

April 15, 2016

Side Letter #1

This is to confirm the understanding and agreement reached at our recent negotiations on April 15, 2016 between the Memphis Police Association and the City of Memphis that both parties agreed that the investigation starts with an Affidavit of Complaint and/or upon generation of a Work Station Complaint.

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, which 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.