

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SHELBY COUNTY SHERIFF'S OFFICE

AND

**SHELBY COUNTY DEPUTY SHERIFFS'
ASSOCIATION**

September 1, 2010 thru August 31, 2014

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1 This **Memorandum of Understanding** (hereinafter sometimes referred to as “Agreement”)
2 is entered into by and between the **Shelby County Sheriff’s Office**, hereinafter referred to as the
3 **Sheriff’s Office**, and the **Shelby County Deputy Sheriffs’ Association**, hereinafter referred to as
4 the “**Association**”.

5
6
7 **ARTICLE 1**
8 **Bargaining Unit**
9

10 The Sheriff’s Office recognizes the Association as the sole and exclusive bargaining agent
11 for the following unit of employees:

12
13 Included shall be all commissioned permanent patrolmen who have completed initial
14 probation and have Civil Service protection.. The use of the words patrolman or patrolmen
15 throughout this document will mean both male and female officers.

16
17 Excluded shall be the following:

- 18
19 1. All other employees, including but not limited to:
- 20 A. Undercover Personnel. Undercover personnel shall be defined for the purposes of
21 this Article as those officers who are not generally known by the public or other
22 officers of the Sheriff’s Office; or not listed on work schedules.
 - 23 B. Administration Division Personnel.
 - 24 C. Bureau of Professional Standards and Integrity Personnel.
 - 25 D. Criminal Intelligence. Criminal Intelligence shall be defined as a unit composed of
26 commissioned officers whose primary duty is to gather and disseminate information
27 on criminal activities.
 - 28 E. Domestic Intelligence. Domestic Intelligence shall be defined as a unit composed of
29 commissioned officers whose primary duty is to gather and disseminate information
30 on radical groups, subversive groups, and other groups that threaten the security of
31 our country.
- 32

33 Any employee in the bargaining unit who is to be permanently transferred to a position
34 outside the bargaining unit shall be notified as soon as possible prior to the effective date of the
35 transfer and may refuse such transfer without prejudice.

36
37 It is agreed that if at any particular time any employee in the bargaining unit refuses to
38 transfer, then the Sheriff shall have a right to order the transfer of the number of personnel required
39 for a specific assignment.

40
41 It is the intent of the parties that the Sheriff shall not exercise his management right to
42 transfer for the sole purpose of interfering with the management operation of the Association.

43
44 **Crime Prevention and Narcotics**

45
46 All deputies assigned to Crime Prevention and Narcotics may be in the bargaining unit and entitled
47 to all rights pertaining thereto, however, the deputies in Crime Prevention and Narcotics shall not

1 be entitled to exercise their rights to the bid system and may be assigned to Crime Prevention and
2 Narcotics and transferred from Crime Prevention and Narcotics at the discretion of the Sheriff. A
3 deputy in Crime Prevention or Narcotics may also use his discretion to bid outside of Crime
4 Prevention and Narcotics.

5
6 **Non-Bargaining Unit Employees**
7

8 Regular Commissioned non-bargaining unit employees may, from time to time perform
9 duties normally performed by employees in the bargaining unit when work or Sheriff's Office
10 requirements make the performance of such work necessary, as well as when the performance of
11 such work is for any one or more of the following purposes: instructing or training; in case of
12 emergency; absenteeism; vacations; leave of absence; when performing duties previously
13 performed by supervisors and/or officers of the rank of Captain or above, thereby maintaining the
14 status quo.
15

16
17 **ARTICLE 2**
18 **Management Rights**
19

20 It is understood that the management and direction of the working force is vested
21 exclusively in the Sheriff as the Employer and includes the right to hire, demote, suspend or
22 discharge for just cause, retire, lay off, promote, assign or transfer employees to any job or any
23 work, any time or anywhere, to increase or decrease the working force, to determine the number
24 and size of the work shifts, to determine the number of employees assigned to any work or any job,
25 to determine the hours of work per day or per week, to make reasonable work rules for the purpose
26 of efficiency, safe practices and discipline, to determine the equipment to be used, to make
27 technological changes, to determine the number and location of its offices, to move, close, or
28 liquidate its offices in whole or in part, to separate its employees in connection with said moving,
29 closing or liquidating; the right to transfer or subcontract work, to establish new jobs and the wage
30 rates for them, to determine the duties and production standards, to combine jobs, to eliminate
31 classifications or work, to require overtime work, and to select employees for overtime, and to
32 waive any postings under the job posting procedures.
33

34 Nothing in this Memorandum of Understanding shall be interpreted as abrogating the
35 authority vested in the Sheriff's Office for the exclusive management, control and operation of the
36 Sheriff's Office, except as specified in the other Articles of this Agreement.
37

38 The rights and powers of management mentioned in this Memorandum do not list or limit
39 all such powers, and the rights listed together with all other rights, powers, and prerogatives of the
40 Sheriff, not specifically ceded in this Agreement remain vested exclusively in the Sheriff.
41

42 No right of management listed or unlisted shall be construed or held to be effected or
43 limited by implication by any other article, section, or provision of this Agreement. The exercise by
44 the Sheriff, or, his waiver of, or his failure to exercise his full right of management or decision on
45 any matter or occasion, shall not be precedent or be binding on the Sheriff, nor the subject or basis
46 of any grievance, nor admissible in any arbitration proceeding. The Sheriff's right of management

1 shall not be amended or limited by any claim or unwritten custom, past practice or informal
2 agreement, nor by any claim the Sheriff has claimed or condoned or tolerated any practice or any
3 act or acts of any employees.
4

5 Nothing in this Agreement shall abrogate or alter the other Articles of this Agreement.
6
7

8 **ARTICLE 3**
9 **No-Strike Clause**
10

11 It is acknowledged by the full membership of the Association that the protection of the
12 public health, safety, and welfare demands that the members of the Sheriff's Office not be accorded
13 the right to strike or engage in any work stoppage, slowdown, or any and all similar activities even
14 of a momentary nature during the term of this Agreement.
15

16 The Membership of the Association recognizes, therefore that participating in a strike as
17 defined herein shall subject the member or members to immediate and permanent dismissal,
18 together with the loss of all employee benefits, including, but not limited to pension benefits.
19 Disciplinary action, the Association and the individual members agree, shall be available to the
20 Sheriff not only against the individual employee engaged in the strike but against any other
21 employee who is guilty of inducing, aiding or assisting in a strike as defined herein as well as
22 against the Association.
23

24 The parties recognize the right of the Sheriff to take disciplinary action, including
25 discharge, against any employee who participates in a violation of this Section whether such action
26 is taken against all of the participants or against only selected participants.
27

28 The Association may invoke the grievance procedure on the question of whether the
29 disciplined employees did or did not actively participate in the violation of this Article, but not on
30 the discipline administered.
31

32 The term "strike" as used herein means the failure with others to report for duty, the willful
33 absence from position, the stoppage of work, secondary boycott or secondary activity, any
34 individual or concerted slowdown, sit-down, sick-out, refusal to work, work interruption, work
35 stoppage, call-in, failure to respond to official dispatch or order to render public service or
36 assistance, failure to cross a picket line whether lawful or not, or failure in whole or in part to carry
37 out the full, faithful, and proper performance of the duties of employment and without the lawful
38 approval of the superior, or in any manner interfering with the operation of the Sheriff's Office for
39 the purpose of inducing, influencing, or coercing the recognition of any employee organization or a
40 change in the conditions or compensations or the rights, privileges, or obligations of employment
41 or in sympathy with others or for any other purpose. All orders will be obeyed.
42

43 During the term of any agreement between the Association and the Sheriff or prior to any
44 such agreement, or after the expiration thereof, the Association and its membership agree that it
45 will not engage in, encourage, or approve any strikes as defined herein above growing out of any
46 dispute relating to the terms of the Agreement or for any other reason. The Sheriff's Office agrees

1 it will not lock out employees during the term of any agreement or prior thereto. The Association
2 will take such lawful steps as may be necessary to prevent any interruption of work prior to or after
3 any agreement comes into existence, recognizing with the Sheriff that all matters of controversy
4 concerning employment shall be settled by applicable law and Sheriff's Office personnel policies
5 or, after any agreement, by established grievance procedure not in conflict with the applicable law.
6

7 Further, in the event of a strike as defined herein, the Association and individual members
8 agree that all dues being withheld from the wages of the members of the Association and which
9 have not heretofore been paid over to the Association shall be retained by the Sheriff and applied to
10 the cost and expenses of providing police protection by alternative means and/or personnel.
11

12 It is understood and agreed that the Association, as well as its members individually who
13 participate in the violation of the provisions herein, shall hold the Sheriff's Office harmless from
14 any and all liability or claims which it may incur or sustain as a result of any violation of the
15 provisions embodied herein.
16

17 It is further understood and agreed that the provisions embodied herein shall inure to the
18 benefit of any individual, company, corporation, or other legal entity that shall sustain damages as a
19 result of a violation of the provisions herein.
20

21 Nothing in this Agreement is construed to limit relief under the common law or any
22 applicable statute that the Sheriff may have for injunctive relief or for damages suffered against the
23 individual members or the Association.
24

25 If an arbitrator or court finds that a strike, as defined herein, has occurred with the
26 Association's aid, inducement, or assistance, then the Agreement shall be terminated for a period of
27 two (2) years. During the period of such termination, the Sheriff shall terminate payroll deduction
28 of dues, if any exists for the Association.
29

30 At the end of this two (2) year period the Association must establish that it represents a
31 majority of the employees in the bargaining unit.
32

33 **ARTICLE 4**

34 **Dues Checkoff**

35
36

37 The Sheriff's Office agrees to deduct Association dues from the earned wages of each
38 employee who is a commissioned Deputy Sheriff in such amount as determined by the Association
39 and certified to the Sheriff's Office by the Secretary-Treasurer, or President of the Association,
40 provided that such deduction shall be made from the Employee's wages only when authorized by
41 him on an appropriate form, approved by the Sheriff's Office, a copy of which must be submitted to
42 the Payroll Section.
43

44 The authorization for payroll deduction shall be revocable by the employee at any time by
45 giving the Sheriff and the Association written notice by certified mail at least thirty (30) days prior
46 to the effective date of revocation. The revocation shall be signed by the affected employee and

1 shall be sent to the Sheriff's Office and the Secretary-Treasurer of the Association. The
2 authorization for payroll deduction shall become effective on the next payroll date occurring after
3 the receipt of the authorization for payroll deduction by the Payroll section.
4

5 All money deducted by the Sheriff's Office, in accordance with Paragraphs 1 and 2 of this
6 Article shall be delivered monthly to the Secretary-Treasurer of the Association.
7

8 The Association agrees to hold the Sheriff's Office harmless from any and all claims arising
9 out of this Article and further agrees to reimburse the Sheriff's Office all costs in defending claims
10 arising out of this Article, provided the Sheriff's Office complies with the provisions of this Article.
11

12

13 **ARTICLE 5**

14 **Grievance Procedure**

15

16 **Section I.**

17

18 Complaints or disputes which may arise over the application, meaning or interpretation of
19 this Agreement shall be processed in the following manner:
20

21 Employees shall attempt to resolve all complaints with their immediate supervisors prior to
22 reducing the complaints to a formal grievance. The term "grievance" shall be defined as any
23 disagreement, submitted in writing and signed by an employee over the interpretation and
24 application of the terms of this Agreement.
25

26 **Step Number 1.** The aggrieved employee shall reduce his grievance to writing indicating the time
27 and date the grievance occurred, the article allegedly violated, a summary of the factors related to
28 the grievance, and the relief sought, and shall present such written grievance to the Association
29 representative in his division which Association representative must be an employee of the Sheriff's
30 Office. This association representative shall present the grievance within ten (10) calendar days of
31 the incident upon which the grievance is based to the grievant's shift or unit commander. The shift
32 or unit commander shall answer the grievance in writing, setting forth the reasons for his decision
33 and submit it to the Association representative with seven (7) calendar days of receipt of the written
34 grievance. The Association representative shall immediately notify the aggrieved employee of the
35 answer.
36

37 **Step Number 2.** If the written response of the shift or unit commander does not resolve the
38 grievance, the Association representative shall, within seven (7) calendar days, submit the
39 grievance to the Chief Inspector. Within seven (7) calendar days of the receipt of the grievance the
40 Chief Inspector shall answer the grievance; setting forth the reasons for his decision and on the
41 same date submit a copy thereof to the Association representative.
42

43 **Step Number 3.** If the written response of the Chief Inspector does not resolve the grievance, the
44 Association representative shall within fourteen (14) calendar days submit the grievance to the
45 Sheriff or his designated representative. The Sheriff, or his designated representative, if he deems
46 appropriate, may discuss the grievance with the grievant's shift or unit commander. Thereafter, the

1 Sheriff or his designated representative shall set a hearing on the grievance at a date and time
2 mutually agreed upon, during which hearing the grievant shall be afforded the opportunity to
3 present his position, and if he so desires, may be represented at the hearing by the Chairman of the
4 Grievance Committee of the Association. Supervisory officers of the grievant who have been
5 involved in the grievance shall be present as deemed necessary by the Sheriff. Within fourteen (14)
6 calendar days of the close of the hearing the Sheriff shall answer the grievance, setting forth the
7 reason for his decision with respect to the grievance and on the same day submit copies thereof to
8 the Chairman of the Grievance Committee.

9
10 At each step on request of either party, a meeting may be held between the appropriate
11 Sheriff's Office representative, the Association representative, and the grievant for the purpose of
12 discussing the grievance. Failure of the grievant or the Association to appeal any step of the
13 grievance procedure to the next step of the procedure within the specified time limits shall cause
14 the grievance to be settled based on the last answer of the Sheriff's Office. If the Sheriff's Office
15 fails to respond to the grievance within the time limit specified, the grievance shall be upheld at the
16 next step in favor of the grievant. The limits specified may be extended by mutual agreement, such
17 agreement not to be unreasonably withheld by either party.

18 **Section II.**

19
20
21 If the grievance is not resolved in Step Number 3 above, the matter shall be submitted to
22 advisory arbitration. Within ten (10) calendar days of the answer of the Sheriff, the Association
23 shall notify the Sheriff of its desire to submit the matter to advisory arbitration. The Sheriff's Office
24 and the Association shall apply within seven (7) calendar days of notification to the Federal
25 Mediation and Conciliation Service for the names of seven arbitrators. One arbitrator shall be
26 selected by alternately striking names from the list, and the issue shall be submitted to the arbitrator
27 then remaining for advisory arbitration. Such arbitration shall be under the Rules of the Federal
28 Mediation and Conciliation Service as prescribed by the arbitrator selected. The Sheriff's Office
29 and the Association, if they mutually desire, may waive this provision and select an arbitrator
30 mutually agreed upon. All arbitration costs mutually incurred shall be shared equally between the
31 Sheriff's Office and the Association. All other expenses shall be paid by the party incurring them.
32 Facilities shall be provided by the Sheriff's Office. The arbitrator shall have no authority to set
33 policy or to add to or subtract from or change any terms of this Agreement.

34
35 Upon written notification submitted to the Sheriff by the Association no later than forty-
36 eight (48) hours prior to the scheduled arbitration hearing, employees of the Sheriff's Office
37 specified by the Association shall be requested to attend the arbitration. However, such request
38 does not obligate the Sheriff's Office to compensate off-duty employees for time spent in said
39 arbitration hearings. Employees of the Sheriff's Office who are on-duty and are requested to appear
40 at an arbitration hearing shall be compensated by the Sheriff's Office at the employee's regular rate
41 of pay. All such requests for employee attendance at arbitration hearings must be consistent with
42 reasonable manpower requirements of the Sheriff's Office.

43
44 The decision of the arbitrator shall be forwarded to the Sheriff and the President of the
45 Association. The Sheriff shall then review the arbitrator's decision as well as previously established
46 facts relating to the grievance and render a decision on the grievance as the final step in the

1 grievance procedure. This decision shall be provided in writing to the President of the Association
2 within thirty (30) calendar days from the date the arbitrator's decision is received.

3
4 Grievances resulting from the termination or suspension of an employee may be submitted by the
5 grievant to either the Civil Service Commission or directly to Step Number 3 of the grievance
6 procedure, but not to both. The grievant must make his selection and submit his grievance to either
7 the Civil Service Commission or to Step Number 3 of the grievance procedure within seven (7)
8 calendar days of the suspension or termination. If the grievant elects to pursue the matter by way of
9 the grievance procedure provided herein, the right to submit it to Civil Service is automatically
10 waived.

11
12 **Section III.**

13
14 Nothing in this Agreement shall prevent an employee from presenting his own grievance
15 and receiving adjustment at any step without the assistance or presence of an Association
16 representative or the Association, provided however that no adjustment shall be inconsistent or in
17 conflict with the terms of this Agreement. Any Sheriff's Office response to a grievance of an
18 individual nature as opposed to a division or department-wide grievance that is acceptable to the
19 grievant shall be binding on the Association.

20
21 **Section IV.**

22
23 The Sheriff's Office may submit written grievances to the Association to be initiated by the
24 Sheriff or his authorized representative, and to be submitted directly to the President of the
25 Association. The Association shall respond within seven (7) days in writing to the Sheriff. Failure
26 of the Association to respond within the time limitation specified shall result in settlement of the
27 grievance in favor of the Sheriff's Office. If the grievance has not been resolved at this point, then
28 the grievance may be submitted to arbitration with the arbitration procedure as specified in the
29 Agreement.

30
31 **Section V.**

32
33 When a grievance occurs which has a division or Sheriff's Office wide application and
34 which results from an internal Directive or Communication of the Sheriff's Office, such grievance
35 may be filed initially at Step Number 3 upon mutual agreement of the Sheriff and the President of
36 the Association.

37
38
39 **ARTICLE 6**
40 **Internal Investigation Procédures**

- 41
42
43 (1) Interviews of officers will be conducted at reasonable times and locations,
44 preferably during the officer's tour of duty unless circumstances dictate
45 otherwise.

- 1 (2) Officers will be notified of the nature of the investigation, and their involvement
2 either as a target or witness, prior to the commencement of the interview.
3 Additionally, notification of right to representation for advice and counsel will
4 be afforded to the interviewee. Any representative selected by the officer must
5 be an employee of the Shelby County Sheriff's Office. Interviews will be
6 conducted with respect for all involved and as expeditiously as possible taking in
7 account needs for reasonable break times.
- 8 (3) Internal interviews involving violations of SCSO policy will be governed by the
9 principles outlined by Garrity vs New Jersey whether or not a criminal allegation
10 is involved.
- 11 (4) When possible, all internal interviews will be recorded mechanically using
12 audio/visual equipment. There will be no "off the record" conversations and the
13 recording devices will remain active unless mutually agreed upon. Officers will
14 be provided copies of their interview and any written statement provided by the
15 officer upon their request. This would include typed transcripts, video
16 recordings and audio recordings of the interview.
- 17 (5) Failure of an officer to fully cooperate with an internal investigation may result
18 in disciplinary action.
- 19 (6) No officer will be ordered to submit to a polygraph examination. Any decision
20 on taking a polygraph examination will lie solely with the officer after taking
21 into consideration all of the ramifications that may result from the outcome of
22 the test.

23 Internal Investigations are to be conducted in accordance with Sheriff Policies and
24 Procedures. The Sheriff has the right to modify these policies and procedures in accordance with
25 management rights and his rights as an elected official. Any changes in the policies and procedures
26 shall be discussed with representatives of the union and the union will be allowed a period of time
27 to provide recommendations prior to implementation.

28
29
30 **ARTICLE 7**
31 **Disciplinary Procedures**
32

33 The term "discipline" shall refer to those situations, which do not appear to involve criminal
34 liability on the part of the officer whose conduct is in question. It would generally limit such
35 matters to those cases involving violations of a specific work rule or Sheriff's Office regulation or
36 questions of professional competency.

37
38 Officers will not be required to give answers on any type of phone-in complaint.
39

40 This provision recognizes the fundamental right of commanders and supervisors to instruct,
41 counsel, correct, admonish and, if necessary, officially discipline a subordinate within the bounds
42 of the senior's authority concerning duty performance, however, when the conduct or duty
43 performance of an officer is questioned to a degree that it will become a disciplinary matter of
44 permanent record on his or her official personnel file, then it is agreed that the officer concerned
45 has a right to an employee representative of his or her choice.
46

1 An officer's designated representative shall be allowed to be a vocal representative.
2

3 Depending on the nature and gravity of the infraction, disciplinary action may take, but is
4 not limited to, the following: (1) oral reprimand; (2) letter of caution or reprimand; (3) loss of court
5 time accumulated prior to the effective date of the agreement; (4) suspension with or without pay;
6 (5) reduction to the next lower rank; or (6) termination of employment. Transfers to another
7 Division shall not be made as a form of discipline. All disciplinary action shall be for just cause.
8

9 The Sheriff or his designated representative shall determine which of the above measures
10 shall be applied. The basis for enforcement of discipline is found in the now existing policies,
11 procedure, directives, and Sheriff's Office rules and regulations. It is agreed that certain specific
12 violations may be cause for immediate termination. These include, but are not limited to: (1)
13 absence for three (3) consecutive work days without notice to the Sheriff's Office; (2) conviction of
14 a felony or misdemeanor involving moral turpitude; (3) wanton violation of any provision of law
15 relative to employment status; or (4) misappropriation or illegal disposal of the Sheriff's Office
16 property or funds; and (5) having pled guilty or entered a plea of nolo contendere to any felony
17 charge or to any violation of federal or state laws or city ordinances relating to force, violence,
18 theft, dishonesty, gambling, liquor or controlled substances, and not have been released or
19 discharged under any other than honorable discharge from any of the Armed Services of the United
20 States.
21

22 Whenever, in the course of an administrative proceeding, it becomes apparent that the issue
23 is expanding into a situation that will require a formal investigation by the Internal Affairs Bureau
24 or the criminal investigation branch, and then the procedures outlined in Article VI of this
25 Agreement will apply. The Sheriff's Office agrees that at any time an officer is suspended for less
26 than (5) days, the officer may elect to utilize any accumulated time he may have equal to the
27 number of days suspended. If an officer is suspended, he must make the decision whether to take
28 the suspended days off or use his accumulated time upon being notified of the suspension unless he
29 appeals it, and then he must make the decision immediately after the administrative hearings.
30 Nothing in this article will allow the officer to apply for any type of payment.
31

32 No officer in the bargaining unit shall be suspended for any amount of time or terminated
33 before he has had a full administrative hearing presided over by the Sheriff or his representative.
34 For the purpose of this Article, an administrative hearing shall include the right of the officer to be
35 represented by an employee representative of his choice, the right to review the written accusation,
36 the right to present testimony, affidavits, and/or witnesses on his behalf and the right to have the
37 Sheriff or his representative, to furnish reasons for whatever action the Sheriff or his representative
38 may take in determining the case.
39
40
41
42
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44
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46

1 **ARTICLE 8**
2 **Seniority**

3
4 **Definition**

5
6 Seniority shall mean an employee's length with the Employer since his/her last date of hire.
7 An employee's continuous service record shall be broken only by separation from service by
8 reasons of resignation, discharge for cause, retirement or death. When two or more employees
9 have the same seniority date, their position on the seniority list shall be determined by the
10 alphabetical order of his or her last name at the time of the initial employments.

11
12 For purposes of bidding for vacation, recall, and layoff, Seniority shall be defined as length
13 of uninterrupted service as a full time Commissioned Deputy with the Shelby County Sheriff's
14 Office.

15
16 **Probationary Periods**

17
18 All newly hired or rehired employees will serve a nine (9) month probationary period.
19 Anytime during the probationary period a newly hired or rehired employee may be terminated at
20 the sole discretion of the Employer.

21
22
23 **ARTICLE 9**
24 **Promotions within the Bargaining Unit**

25
26 Promotions are to be in conformity with current Civil Service Guidelines and
27 policy/procedures established by the Sheriff's Office. When the Sheriff's Office determines that
28 modifications to current procedures are appropriate, the Sheriff's Office agrees to notify the Deputy
29 Sheriff's Association and solicits recommendations prior to instituting modifications. It is
30 understood that the Sheriff has final say as to the adoption of any recommended policy or
31 modification of policy concerning promotions.

32
33
34 **ARTICLE 10**
35 **Assignment Preference**

36
37 **Job Posting Procedures Bid Assignments**

38
39 When assignment openings occur within the bargaining unit, qualified employees who have
40 been employed for a continuous period of eighteen (18) months as a Deputy Sheriff shall have
41 the opportunity to utilize their seniority in requesting lateral transfer to such vacant assignments
42 in accordance with the following procedure.

- 43
44 1. Notice of such assignment openings shall be posted for a period of ten (10) consecutive
45 days. The notice shall state the minimum qualifications for the assignment and the division
46 and shift to be filled. Qualified employees may request such transfer by submitting a

1 transfer from provided by the Sheriff's Office to the Sheriff's Personnel Office(s) prior to
2 closing of the posting period. Notice of all such assignment openings shall be made
3 available to the Association.
4

- 5 2. Priority for transfer shall be given to employees currently assigned to the division where the
6 openings exist. If no qualified employee in the division where the opening exists requests
7 the assignment, request of qualified employees in other divisions shall be considered.
8
- 9 3. The Sheriff's Office shall draft uniform minimum qualifications for each category of
10 assignment subject to the provisions of this Article. The minimum qualifications shall
11 remain constant except for such revision as shall be from time to time deemed appropriate
12 by the Sheriff's Office.
13
- 14 4. Requests for transfers shall be reviewed on the basis of the employee's qualifications, work
15 history for three previous years, and seniority. Where all criteria are equal, seniority shall
16 prevail.
17
- 18 5. Any employee transferring to a vacant assignment shall serve a six (6) month probationary
19 period during which to prove he is capable of performing the work. At any time during the
20 probationary period an officer may, at the Sheriff's discretion, be returned to his former
21 assignment with no loss of seniority or other benefits. Officers returned to their former
22 assignment during the probationary period shall be notified in writing of the reason for such
23 return.
24
- 25 6. No employee may request and receive more than one (1) assignment transfer within any
26 twelve (12) month period unless he first obtains written permission from the Sheriff's
27 Office. The granting of such permission shall be at the sole discretion of the Sheriff's
28 Office.
29
- 30 7. Nothing contained in this Article shall prevent the Sheriff's Office from requiring
31 employees to transfer to assignments where no transfer requests are received during the
32 posting period, or from designating any assignment as an entry level position and filling
33 such vacancy with a probationary patrolman. In transferring employees to assignments
34 where no transfer requests are received, the Sheriff's Office shall consider the employee's
35 qualifications, work history for the three (3) preceding years, and seniority. Where al other
36 criteria are equal, the employee with the least seniority shall be transferred.
37
- 38 8. Temporary assignments for a period not to exceed ninety (90) consecutive days are not
39 subject to the provisions of this Article.
40
- 41 9. Assignments to Crime Prevention, Narcotics, Motorcycles, Special Weapons and Tactics,
42 and (assignments to) Training Division shall be left to the sole discretion of the Sheriff.
43 The Sheriff, however, will publish job posting and application procedures for non-bid
44 assignments after discussions with the Association through the Labor Management
45 Committee as set forth in Article 25, Section 3, of this Agreement. There will be two (2)
46 bid positions in the Special Operations Division Street Crimes Unit. Bids to Special

1 Operations Division Street work will be good for two (2) years, provided management
2 deems work performance is satisfactory. Patrolman positions as investigator in the
3 Detective Division will be permanent Bid Positions, with the first six (6) months being a
4 probationary period as set out in Section (5) of this Article, If any Detective Division bid
5 position are eliminated due to workload reduction, officers will be transferred based on
6 seniority with the least senior employee being the first transferred.
7

8 10. Employees may not request transfer to any assignment outside the employee's current rank.
9

10
11 **ARTICLE 11**
12 **Layoff and Recall**
13

14 The Sheriff's Office shall lay off employees only as a result of a bona fide reduction in
15 force. Such reduction in force shall proceed on the basis of continuous service seniority with the
16 least senior employee being the first employee laid off.
17

18 Employees on layoff status shall retain a right to recall for a period of one (1) year
19 following their layoff. Employees shall be recalled as openings occur, by notification to the home
20 address appearing on Sheriff's Office records. Such recall shall be on the basis of seniority, with the
21 most senior employee recalled first.
22

23 Employees recalled from layoff shall retain credit for seniority accrued during their active
24 employment.
25

26
27 **ARTICLE 12**
28 **Hours of Work and Overtime**
29

30 All employees shall be paid in accordance with 7(K) of the FLSA. The work week shall be
31 based on a 7 day time period as outlined in the 7(K) schedule. Overtime shall be paid after the
32 required 43 hours worked for the 7 day period. (See FLSA 553-230 schedule).
33

34 The normal workweek for officers covered by this agreement shall be eight (8) hours or ten
35 (10) hours per day. It is agreed that declared emergency operations will not be subjected to this
36 article.
37

38 Employees shall have the option to be given credit for all overtime as accumulated time.
39 Any employee, who exercises his option to designate overtime as accumulated time, must make his
40 election known to the Sheriff's Office in writing at the time the claim for overtime is submitted to
41 the Sheriff's Office. Overtime will be paid thirty (30) days from the date it is earned, except in
42 cases of extreme emergency all in compliance with FLSA.
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ARTICLE 13
Court-Time Compensation

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It is understood that an officer, as part of his regular duties is required from time to time to appear before the Grand Jury, General Sessions Court, Criminal Court, or other courts of legal jurisdiction. The Sheriff's Office agrees to compensate each officer at his regular hourly rate for all hours spent in such Court appearances. An additional two (2) hours regular pay shall be allowed to an officer as travel time to and from each such Court appearance, who utilized a privately owned vehicle providing such travel time does not occur during the officer's regularly scheduled duty shift. No more than one travel time allowance shall be granted for each twenty-four (24) hour period to those officers who utilize a privately owned vehicle. Said pay shall constitute hours worked for the purposes of computing overtime. As used in this Article, the term "Court Appearance" includes conferences and necessary preparation immediately prior to the officer's actual appearance in court.

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In order to receive said compensation the officer must furnish written verified documentation in a form satisfactory to the Sheriff's Office as set out by Sheriff's Office policy.

If an officer applies for court time compensation, any fees received by an officer in connection with his court appearance shall be forwarded by the officer to the Sheriff's Office.

If it is necessary for the officer to leave directly from his workstation during his normal shift for court appearance, the Sheriff's Office will, in lieu of the travel allowance, compensate the officer for the period of the time between the end of his normal shift and the beginning of his court appearance. In no event will such compensated period exceed two (2) hours. If it is necessary for the officer to leave directly from his court appearance for his work station for the beginning of his normal shift, the Sheriff's Office will, in lieu of the travel allowance, compensate the officer for the period of time between the conclusion of the officer's court appearance and the beginning of his normal shift. All such time shall be compensated for at the officer's regular hourly rate and shall be counted as hours worked for the purposes of computing overtime.

ARTICLE 14
Call-In Time

Officers called to duty outside their normal shift for a period not contiguous with their normal shift shall be paid a minimum of four (4) hours or the actual number of hours worked, whichever is greater. Officers called to duty contiguous with their normal shift shall be paid for actual time worked. Said call-in pay shall constitute hours worked for the purpose of computing overtime. Any employee who reports to work for his normal scheduled shift shall be guaranteed four (4) hours pay.

For purposes of this Article, details such as special events, parades, escorts, etc., shall be considered call-in time.

1 **ARTICLE 15**
2 **Stand-By Pay**
3

4 Effective July 1, 2012 any deputy within the bargaining unit of the Sheriff's Office who is
5 ordered to be on call or stand-by shall be paid a minimum of one (1) hours per day for each
6 regularly scheduled work day and two (2) hours per day for each regularly scheduled day off that
7 he is so ordered to be on call or stand-by.
8

9 It is agreed to form a labor/management committee to review various work groups to
10 recommend the application of this article. This recommendation will be made to the Sheriff, for the
11 Sheriff to consider in good faith, recognizing the Sheriff has the final authority in this matter.
12

13
14 **ARTICLE 16**
15 **Longevity Pay**
16

17 Effective July 1, 2012 longevity Pay shall be given in accordance with the following
18 schedule:
19

	<u>Monthly</u>
20	
21 5 years	\$44.50
22 10 years	\$54.50
23 15 years	\$69.50
24 20 years	\$74.50
25 25 years	\$84.50
26 30 years	\$100.00
27	
28	

29 **ARTICLE 17**
30 **Wages**
31

32 Pay shall be the same for all members of equal rank, equal experience as determined solely
33 by the Sheriff's Office, and equal length of service, regardless of employee's assignment to any
34 division of the Sheriff's Office.
35

36 Effective July 1, 2012
37

38 Entry	\$32,112.72	\$15.44
39 Patrolman - 6 mos.	\$38,768.16	\$18.64
40 Patrolman - 1 yr.	\$45,465.36	\$21.86
41 Patrolman - 2 yr.	\$49,749.84	\$23.92
42 Patrolman - 3 yr.	\$52,599.12	\$25.29
43		
44		

45 It is agreed that in no event shall pay increases be less than the countywide pay increase for each
46 year this Memorandum of Understanding is in effect.

1 **ARTICLE 18**
2 **Uniform Allowance**

3
4 On July 1, 2012, and each year thereafter, each employee shall receive an annual uniform
5 allowance of \$350 for Uniforms and \$100 for Equipment Maintenance.
6

7 It shall be the responsibility of each employee to maintain a complete serviceable and
8 presentable inventory of all required uniform items. If, due to extraordinary circumstances, an
9 employee is unable to maintain all required items, he may submit a written request to the Sheriff
10 for an additional amount of uniform allowance. The request should explain fully the circumstances
11 necessitating the additional allowance. The Sheriff shall have unrestricted discretion to grant or
12 deny the request.
13

14 In addition to the above clothing allowance, officers will be compensated for clothing or
15 equipment, which is damaged in the line of duty. Employees, upon leaving the Sheriff's Office shall
16 return to the Sheriff's Office all uniform items purchased for or provided to the employees in the
17 latest allotment; and, further, all employees shall return to the Sheriff's Office all equipment and
18 any other property of the Sheriff's Office heretofore furnished to or used by the employees.
19

20 Those members of the bargaining unit assigned to jobs that do not require a uniform shall
21 receive the same amount as listed above for civilian clothing purchases.
22

23 In the event of a complete uniform reissued by the Sheriff's Office in any year of this
24 agreement, these allowances will be reduced by 50% for the year of the replacement or complete
25 reissue.
26

27 * Employees who have been employed for less than one year shall receive a pro rata uniform
28 allowance.
29

30
31 **ARTICLE 19**
32 **Shift Differential**

33
34 The Sheriff's Office shall pay to all employees who work the second and third shift a shift
35 premium for all time worked during the second and third shifts.
36

37 The second shift differential will be paid to employees working a fixed shift, which begins
38 between 12:00 p.m. and 7:59 p.m.

39 The third shift differential will be paid to employees working a fixed shift, which begins
40 between 8:00 p.m. and 4:59 a.m.
41

42 Effective July 1, 2011, the shift differentials are:
43

44 Second (2nd) Shift per	Third (3rd) Shift Per
45 Month	Month
46 \$60.00	\$75.00

1 Shift differential pay shall be removed beginning on the sixth day of absence, for whatever
2 reason. Any officer who is injured on duty will not lose any differential pay regardless of amount
3 of time lost. Shift differential shall not be removed during vacations.
4

5 Non-supervisory Bargaining Unit Patrolmen may bid based on seniority for fixed shift
6 positions in their assigned division. Provided, however, the Sheriff's Office may, in its sole
7 discretion, bid "senior officer" positions on each shift. A "senior officer" is defined for this Article
8 as a Patrolman/Patrolwoman having three (3) years experience within the division.
9

10 No employee may request and receive more than one (1) shift transfer within any six (6)
11 month period within his respective division other than with the approval of the Sheriff or
12 designated representative.
13

14
15 **ARTICLE 20**
16 **Hats**
17

18 Hats or headgear are part of the official Shelby County Sheriff's Office uniform and must be
19 worn during special events or occasions and in public places frequented by large crowds such as
20 malls, stadiums, etc., or where officers are in extended view of large numbers of people. Officers
21 will not be required to wear hats or headgear during normal performance of duty in or out of car
22 other than specifically directed in writing by the Sheriff or Chief Deputy.
23

24
25 **ARTICLE 21**
26 **Service Weapon**
27

28 Each Sheriff's Deputy hired after July 1, 1976, shall be provided by the Sheriff's Office with
29 a service weapon at the time the employee assumes active duty. Such service weapon shall be
30 issued on an initial-issue basis only and shall remain the property of the Sheriff's Office.
31 Subsequent maintenance and replacement of service weapons shall be performed in accordance
32 with current departmental policy.
33

34
35 **ARTICLE 22**
36 **Duty-Related Disabilities**
37

38 Employees disabled as a result of injuries arising out of the performance of duty as a
39 Sheriff's Deputy shall be continued on the Sheriff's Office payroll at full salary until such time as
40 the employee is medically able to return to duty or qualified for disability or other pension under
41 the prevailing pension and retirement plan.
42
43
44
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1 **ARTICLE 23**
2 **Holiday Pay**
3

4 Holiday pay will be paid as close to December 1 as possible. Each deputy in the bargaining
5 unit shall be given eleven (11) paid holidays per year. To be eligible to receive holiday pay for the
6 holiday, the deputy must work the day before, the day of and the day after the holiday, if they are
7 scheduled workdays or an approved paid vacation, bonus, or accumulated day.
8
9

10 **ARTICLE 24**
11 **Bonus Days**
12

13 Bonus days shall be accrued according to Shelby County Policy.
14
15

16 **ARTICLE 25**
17 **Association Rights**
18

19 **Section I. Association Leave of Absence**
20

- 21 1. Members of the Board of Directors of the Association shall be allowed to attend the
22 monthly membership and Board of Directors meeting if the meeting occurs during their
23 regularly scheduled shift hours.
- 24 2. Officers of the association shall be granted leave with pay to attend meetings and seminars
25 at the request of the association President. Request for leave must be received by the Chief
26 Deputy seven (7) days before requested leave. Any travel related expenses will be paid by
27 the association.
- 28 3. Up to five (5) members of the association, who shall be identified in writing to the Chief
29 Deputy, shall be allowed to participate in MOU negotiations while on leave with pay.
- 30 4. The appropriate Union Steward or the President of the Association shall be granted
31 reasonable time off, without loss of pay, during working hours to handle grievances,
32 investigate potential grievances and settle complaints which have not become formal
33 grievances, upon giving notice and receiving approval of the supervisor, which approval
34 shall not be unreasonably withheld.
- 35 5. The union shall be allowed one (1) position/officer to be granted a leave of absence for 12
36 months without pay. The union must make a request to continue the leave of absence each
37 12 months. All benefits shall be frozen and the Sheriff's Office will reinstate the employee
38 upon a 14 day notice. The Sheriff's Office is not responsible for the employer share of any
39 paid benefits during the 12 month leave and no annual, sick or bonus leave benefits shall
40 accrue.
41
42
43

1 **Section II. Association Stewards**

2
3 The Association shall be entitled to one steward per shift whose name shall be filed within
4 ten (10) days of his election with the shift commander. The stewards or their alternate who shall
5 also be identified in writing, may be provided time off to investigate complaints of other officers
6 covered by this agreement when such time off is requested from the immediate supervisor and
7 when permission has been obtained. The stewards shall log the time when he leaves and returns.
8 Permission to leave a post or assignment for the reasons above shall not be unreasonably withheld
9 but may be withheld until such time that it does not interfere with his ability to meet the urgency of
10 the immediate situation.

11
12 The steward shall be allowed to interview the complaining officer and the steward shall
13 return immediately to duty if ordered.

14
15 Stewards shall not be transferred solely because of his/her affiliation with the Association.

16 **Section III. Labor-Management Committee**

17
18 The purpose of this Labor-Management Committee is to act as trouble-shooter on
19 Association-management problems within the Sheriff's Office. This Committee will be composed
20 of the Association President and a designated Association representative and the Chief Deputy and
21 his designated representative. During the term of this Agreement the Committee will discuss the
22 implementation of the fourth step for the career progression of Deputy Sheriffs.

23
24 Any meeting of this Committee must be scheduled by mutual consent of the Sheriff's Office
25 and the Association. Space will be provided by the Sheriff's Office to carry on the activities of the
26 Labor-Management Committee.

27
28 Any necessary clerical services mutually agreed upon will be provided by the Association
29 and/or the Sheriff's Office. It is understood that problems that may arise after working hours shall
30 be construed as Association activities and not be subject to any overtime provisions.

31
32
33 **ARTICLE 26**
34 **Lawsuits Arising Out of Exercise of**
35 **Official Duties**

36
37 **Section I.**

38
39 The Sheriff's Office shall, consistent with Resolution No. 46, adopted May 5, 1980,
40 continue to provide qualified legal counsel selected by the Sheriff at no expense to the employee in
41 civil lawsuits arising from actions of the employee within the scope of his duty as a Sheriff's
42 Deputy and for which the Sheriff's Office may be vicariously liable.
43
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46

1 **Section II.**

2
3 The Sheriff's Office may, consistent with Resolution No. 46, adopted May 5, 1980, within
4 the sole discretion of the Sheriff and consistent with the law of the State of Tennessee and the
5 United States, provide qualified legal counsel selected by the Sheriff at no expense to the employee
6 in criminal charges brought against the employee for acts committed in the scope of duty.
7

8 **Section III.**

9
10 Where a deputy and higher ranking officers are sued in the same lawsuit for alleged
11 misconduct, the deputy shall be allowed to promptly seek legal counsel to obtain an opinion on any
12 conflicts of interest before submitting to an interview with legal counsel representing the County,
13 Sheriff's Office or higher ranking officers.
14

15 **Section IV.**

16
17 Any employee may, however, decline the services of counsel provided by the Sheriff's
18 Office and retain private counsel at the employee's own expense.
19
20

21 **ARTICLE 27**
22 **Political Activity**

23
24 No employee may be required or directed either directly or by implication, to contribute or
25 solicit funds for any political candidate, political party, or political activity, nor may such employee
26 be required or directed, in any capacity whatever, to serve or assist a political candidate, political
27 party or political activity.
28

29 This Section is not intended to nor does it deprive any employee from voluntary
30 participation in such proper political activity as is allowed by the policy of the County. However,
31 employees shall not engage in political activity nor display political advertising or insignia on their
32 person during their hours of work. Vehicles used on Sheriff's Office business for which a car
33 allowance is paid shall not display political advertising during periods such vehicles are used for
34 Sheriff's Office business.
35
36

37 **ARTICLE 28**
38 **Outside Employment**

39
40 Subject to prior approval by the Sheriff, the Sheriff's Office will permit outside employment
41 of no more than twenty five (25) hours per week. Employees desiring to engage in outside
42 employment must submit a written request for approval to the Sheriff prior to assuming the
43 employment. The request must specify the employer, the nature of the employer's business, and the
44 location of the employment, job description of work to be performed and hours of work. The
45 Sheriff shall approve such requests as do not, in the sole discretion of the Sheriff; interfere with the
46 function and duties of the Sheriff's Office.

1
2 Employees engaged in outside employment shall notify the Sheriff in writing of any
3 termination of outside employment, change in work location, and change in duties or employers
4 within thirty (30) days of such termination or change.
5

6
7 **ARTICLE 29**
8 **Civil Service**
9

10 Application of Civil Service rules and regulations to employees of the Shelby County
11 Sheriff's Office shall not be affected by the terms of this Agreement.
12

13
14 **ARTICLE 30**
15 **Copies of Agreement**
16

17 The Sheriff's Office agrees to print or cause to be printed copies of this Agreement within
18 forty-five (45) days of the execution hereof and to pay one-half (1/2) of the cost of same. Upon
19 presentment of the invoice for the printing of said Agreements, the Association shall likewise pay
20 one-half (1/2) of the costs. Electronic copies will be available on Sheriff's Office internet.
21

22
23 **ARTICLE 31**
24 **Bulletin Boards**
25

26 The Sheriff's Office shall provide bulletin boards for the Association's use at all Roll Call
27 sites. Space mutually agreed upon by the Sheriff's Office and the Association shall be provided in
28 various Sheriff's Office facilities for placement of the bulletin boards. Material posted on these
29 boards shall be the responsibility of the Association and shall relate only to Association meetings,
30 elections, social events, reports of committees or board of directors, and decisions affecting the
31 Union or employees in the bargaining unit.
32

33 Information which is not related to Association business that is placed on these boards may
34 be removed at any time by an official of the Sheriff's Office or Association without same
35 constituting a violation of this Agreement.
36

37 When information is removed, it shall be forwarded immediately to the Association
38 President or Chief Deputy with an explanation concerning the reason for removal.
39

40
41 **ARTICLE 32**
42 **List of Bargaining Unit Members**
43

44 The Sheriff's Office will furnish to the Association a copy of the table of organization of the
45 Shelby County Sheriff's Office. This chart will be updated whenever changes occur in the
46 organization of the Sheriff's Office. The table is to include various divisions of the Sheriff's Office

1 and its subdivisions and bureaus. The Sheriff's Office shall furnish to the Association, on or before
2 ninety (90) days from the date of execution of this Agreement, a listing of the names of all deputy
3 sheriffs, with seniority dates and number rankings, covered by this Agreement. Such listing shall be
4 updated semi-annually.
5
6

7 **ARTICLE 33**
8 **Personnel File Review**
9

10 Officers covered by this Agreement will be allowed to review their own personnel file when
11 requested during normal business hours of the personnel office. Requests will not be refused but
12 will be granted in accordance with Sheriff's Office procedures established for the purpose of
13 controlling access to and protecting contents of the individual files. Discrepancies shall be brought
14 to the attention of the Chief Administrative officer who will investigate the alleged discrepancy. If
15 a true discrepancy exists, he will then take appropriate action to correct the record and will so
16 inform the officer concerned. A designated Association-employee representative, who shall include
17 the Association attorney, may accompany an officer to review his record if requested by the officer
18 concerned.
19

20 The Sheriff's Office agrees that any member of the law firm designated in writing by the
21 Association to the Sheriff's Office shall be considered the Association attorney for the purposes of
22 this Article.
23

24 **ARTICLE 34**
25 **Job Qualification Committee**
26

27 The Sheriff's Office agrees to establish a Job Qualification Committee to suggest
28 qualifications for jobs covered by this Agreement. The Committee shall consist of seven (7)
29 members, four (4) of who shall be appointed by the Sheriff's Office during the first year of this
30 Agreement and three (3) to be chosen by the Association.
31

32 During the second year of this Agreement, the Association shall appoint four (4) of the
33 members, and the Sheriff's Office shall appoint three (3) of the members. Thereafter, the four- (4)
34 member majority of the Committee shall be rotated between the Sheriff's Office and the
35 Association.
36

37 The Association shall submit to the Sheriff within thirty (30) days after the signing of this
38 Agreement a list of the proposed qualifications for each job covered by this Agreement, which it
39 desires to discuss.
40

41 Within Thirty (30) days after receiving this list, the Sheriff shall direct the Committee to
42 meet to discuss the proposed qualifications in the list.
43

44 The final decision as to what the qualifications shall be shall continue to rest with the
45 Sheriff.
46

1 When new jobs, within the bargaining unit covered by this Agreement, are contemplated,
2 the Sheriff shall give the Committee proper notice and the Committee shall meet and make its
3 recommendation to the Sheriff within ten (10) days after receiving the notice.
4

5 The Chairman of the Committee shall call and conduct the meetings and shall be appointed
6 by the Sheriff.
7

8
9 **ARTICLE 35**
10 **Tactical Equipment Board**
11

12 The Sheriff's Office agrees to establish a Tactical Equipment Board to study, recommend,
13 and have input into the purchase of tactical equipment and uniforms by the Shelby County Sheriff's
14 Office. The Board shall consist of seven (7) members. During the first year of this Agreement, the
15 Sheriff's Office shall appoint four (4) of the members and the Association shall appoint three (3) of
16 the members. During the second year of this agreement, the Association shall appoint four (4) of
17 the members and the Sheriff's Office shall appoint three (3) of the members. Thereafter, the four-
18 (4) member majority on the Tactical Equipment Board shall be rotated between the Sheriff's Office
19 and the Association.
20

21 The Association shall submit to the Sheriff within thirty (30) days after the signing of this
22 agreement and once each year thereafter, a list of current equipment or uniforms in which it would
23 desire to see changes.
24

25 Within thirty (30) days after receiving this list, the Sheriff shall direct the Board to meet to
26 discuss items mentioned in the list.
27

28 The final decision as to what shall be purchased by the Sheriff's Office will continue to rest
29 with the Sheriff.
30

31 When tactical equipment or uniform changes are contemplated, the Sheriff shall give the
32 Board proper notice and the Board shall meet and make its recommendation to the Sheriff within
33 ten (10) days after receiving the notice that changes are contemplated.
34

35 The Chairman of the board shall call and conduct meetings and shall be appointed by the
36 Sheriff.
37

38
39 **ARTICLE 36**
40 **Vacation, Pension, Holidays, Leave, Insurance**
41

42 Except as provided elsewhere herein, Sick leave, Pension, Death in the Family, Vacation,
43 Insurance and Holiday benefits shall continue to be governed by countywide personnel procedures.
44 Any liberalization of such benefits shall be implemented within the bargaining unit.
45
46

1 **ARTICLE 37**
2 **Education/Tuition Reimbursement**
3

4 The Sheriff's Office agrees to reimburse employees covered by this agreement, for
5 educational course work that is job related, or course work needed in a job related degree program.
6 To be eligible to participate in this program, an employee must have completed new employment
7 probation, and receive advance written authorization (prior to course registration) from his/her
8 department head and the Sheriff's Office Human Resources Division. Approval may be denied due
9 to disciplinary record. Additionally, the course(s) must be taken from an accredited institution and
10 the employee must earn a passing grade of "C" or higher. Reimbursements will be made for up to
11 nine (9) credit hours per semester. No reimbursement will be made for books or fees above \$100
12 other than actual tuition.
13

14 Inclusion of this proposal depends on final approval of the Sheriff's Office Budget as
15 submitted to the Shelby County Commission.
16

17
18 **ARTICLE 38**
19 **College Incentive Pay**
20

21 Educational incentive pay will be granted to employees who have completed courses form
22 an accredited institution that have formal recognition by the US Department of Education and the
23 employee has earned a passing grade of "C" or higher based on the following percentage of their
24 current base salary:
25

- 26 25 Semester hours - 1%
- 27 55 Semester hours - 2 ½%
- 28 85 Semester hours - 5%
- 29 Bachelors Degree - 7 ½%
- 30

31 Incentive pay will not be granted to any officer during original employment probation.
32
33
34

35 **ARTICLE 39**
36 **Field Training Officer (FTO) Pay**
37

38 Effective July 1, 2012 Field Training Officer (FTO) pay will be granted to employees who
39 have completed the FTO Training Certification. FTOs shall receive \$25 per shift actually spent
40 training a Deputy Sheriff trainee.
41
42
43
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1 **ARTICLE 40**
2 **Specialized Pay**
3

4 Effective July 1, 2012 Specialized Pay to be paid at \$30/month for Crisis Intervention Team
5 (CIT), SWAT, and Bomb Unit. It is agreed no Deputy shall receive more than one (1) Specialized
6 Pay per month. It is agreed Crisis Intervention Team (CIT) will only be paid for uniformed
7 (standard Class A or Class B uniform) Sheriff's Deputies who work in the following work groups –
8 Patrol, Fugitive, Court, and Homeland Security.
9

10
11 **ARTICLE 41**
12 **Economic Items and Benefits**
13

14
15 All economic items and benefits are subject to approved funding by the Shelby County
16 Commission. It is agreed to meet and confer in the event of any of the economic articles being
17 disapproved.
18

19
20 **ARTICLE 42**
21 **Career Ladder Program**
22

23
24 The Sheriff and the Association agree that recognition and incentive should be given to
25 veteran Deputy Sheriffs whose experience increases the efficiency of law enforcement and the
26 Sheriff's Office. Therefore, the Career Ladder Program has been implemented. Guidelines, Policy
27 and Procedure for application and acceptance are contained in the Patrolman Career Ladder
28 Program as revised March, 2012.
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ARTICLE 43
Terms of Agreement

This Agreement shall be effective as of the 1st day of September 2010, and shall remain in full force and effect through the 31st day of August 2014.

This agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing at least ninety (90) days prior to the expiration date of this Memorandum or any extension thereof that it desires to amend, cancel, change or terminate the Memorandum. In the event that such notice is given, meetings and conferences regarding its provisions shall begin at least sixty (60) days prior to the expiration date. This Agreement shall then terminate as of the termination date listed above or on any subsequent anniversary date preceded by proper notice as set forth above, unless extended by mutual agreement.

Notice to either party shall be by certified mail, return receipt requested, and shall be directed to the Sheriff for the Sheriff's Office or the President of the Deputy Sheriffs' Association for the Association.

IN WITNESS WHEREOF, the parties have hereunto set their hands this day of _____.

For the Association:

For the Sheriff's Office:

Ptlm. L. Dan Chapman
President

Sheriff William Oldham

Ptlw. Pam Strong
Vice-President

Chief Deputy William S. Cash

Sgt. Ron L. Ray
Secretary-Treasurer

CAO, Charles F. Fox

Ted Hansom – Attorney

Attorney for Sheriff