

IN THE CHANCERY COURT OF HAMILTON COUNTY, TENNESSEE

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MARK SMELTZER,  
NEALIE HOGG &,  
TOBY HEWITT,  
Individually, and on behalf of a class  
of persons similarly situated,

Plaintiffs,

v.

CITY OF CHATTANOOGA,  
MAYOR ANDY BERKE, in this  
official capacity, and CHIEF FRED  
FLETCHER, in his official capacity.

Defendants.

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Docket No: 16-0621

Part: \_\_\_\_\_

JURY DEMAND

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CLASS ACTION COMPLAINT

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COME NOW, the Plaintiffs, who are current and former employees of the Chattanooga Police Department (“Plaintiffs”), by and through their attorneys of record, Davis & Hoss, P.C., and hereby file their Class Action Complaint against the City of Chattanooga (“the City”), Mayor Andy (“Mayor Berke”), in his official capacity, and Chief of Police Fred Fletcher (“Chief Fletcher”), in his official capacity (collectively, “Defendants”). This is an employment case alleging breach of contract, promissory estoppel, unjust enrichment and a violation of the former Chattanooga City Code (“the City Code”). Plaintiffs would show unto this Honorable Court as follows:

PARTIES

1. Lieutenant Mark Smeltzer has been employed with the City of Chattanooga as a police officer since July 21, 2000 and at all times relevant to this action. Smeltzer was promoted

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to the rank of Sergeant on January 25, 2008. Further, Smeltzer was promoted to the rank of Lieutenant on December 27, 2013.

2. Captain Nealie Hogg, Jr. is presently retired from the Chattanooga Police Department. Captain Hogg retired on October 31, 2013. Hogg was promoted to the rank of Lieutenant on January 25, 2008. Further, Hogg was promoted to the rank of Captain on February 21, 2013.

3. Sergeant Toby Hewitt has been employed with the City of Chattanooga as a police officer since December 15, 2000, and at all times relevant to this action. Hewitt was promoted to the rank of Sergeant on January 1, 2010.

4. The Defendant, City of Chattanooga, is a duly organized municipality doing business in Hamilton County and employs members of the Chattanooga Police Department along with other city employees, totaling more than eight (8) individuals.

5. Mayor Ron Littlefield served as Mayor of the City in and around 2010 and at all time relevant to this action. Defendant Mayor Andy Berke was elected Mayor in March, 2013 and is named in his official capacity pursuant to Tenn. R. Civ. P. 25.04.

6. Chief Bobby Dodd served as Chief of Police for the Chattanooga Police Department in 2010 and at all times relevant to this action. Defendant Chief Fred Fletcher was appointed Chief of Police in 2014 and is named in his official capacity pursuant to Tenn. R. Civ. P. 25.04.

7. The class of Plaintiffs includes all members of the Chattanooga Police Department who were Sergeants, Lieutenants, and Captains at the time of the 2010 Pay Plan's implementation date of July 1, 2010 to include any and all members who were denied their promised pay raises when they reached their respective three (3) and five (5) years in rank and/or

those members who were promoted to the ranks of Lieutenant and/or Captain after July 1, 2010 who did not receive the minimum salaries listed in the 2010 Pay Plan.

### **JURISDICTION & VENUE**

8. This is a lawsuit based upon claims made under the common law of the State of Tennessee, including breach of contract, promissory estoppel, and unjust enrichment.

9. Further, this lawsuit is based upon claims arising under the former City Code, in particular section 2-137.

10. As more fully set forth below, the events complained of occurred in Hamilton County, Tennessee. Accordingly, jurisdiction and venue are proper in this Court.

### **FACTS**

11. From highest to lowest, the ranks within the Chattanooga Police Department are Captain, Lieutenant, Sergeant, and Officer. The Department adheres to a chain of command whereby employees in higher ranks manage and supervise employees in lower ranks and are responsible for their action or inaction.

12. Individual Plaintiffs and the Class of Plaintiffs were all either Sergeants, Lieutenants, and Captains as of July 1, 2010. Plaintiffs are active member of the Fire and Police Pension Fund.

13. In 2008-09, the City of Chattanooga and the Chattanooga Police Department began implementing the Police Officer Career Development Program (“POCD”), which provides career opportunities—training, promotions, and pay raises. The Department’s Policy Manual includes the specific requirement that an employee be an “Officer” in order to participate in the POCD. Pursuant to policy, an “Officer” may participate in the POCD, but there is no provision whereby Captains, Lieutenants, or Sergeants may opt into the POCD.

14. The POCD provides for certain “Officer sub-ranks” of Police Cadet, Police Officer I, Police Officer II, Police Officer III, and Master Patrol Officer. Officers may advance through the sub-ranks by attending classroom and computer training. Each sub-rank promotion is associated with a pay raise of approximately 6%.

15. There is no career development program in place whereby Captains, Lieutenants, or Sergeants may participate in training to earn promotions or pay raises. Consequently, Defendants have continued to award Officers promotions and raises to the exclusion of their supervising Captains, Lieutenants, and Sergeants.

16. In 2009, Danny Hill, a representative of the Fraternal Order of Police, sent a letter to Defendant Mayor Littlefield, explaining that, as a result of the POCD, five (5) year Officers were being paid nearly the same as their ten (10) year supervising Sergeants. *See Exhibit A.* His letter cites specific examples of disparate pay and explains that “left unattended, this disparity will only grow worse.”

17. Thereafter on January 1, 2010, Defendants promoted Jennifer Ann Duggan Davis from the rank of Officer to Sergeant. As an Officer, Davis had advanced through the POCD, received the associated pay raises, and was earning a higher salary than her supervising Sergeants. When Defendants promoted Davis to Sergeant, they awarded her an additional pay raise of approximately 6%, which placed her at a higher salary than other Sergeants with more time in rank and service.

18. Thereafter, many Sergeants filed written grievances requesting that Defendants implement a pay plan for Captains, Lieutenants, and Sergeants that would address the pay disparity between their pay and Sergeant Davis’s pay and that would prevent future disparities. Defendants refused to review these grievances on the proffered basis that employees may not

grieve issues related to pay. These Sergeants persisted in their attempts to grieve these issues and handle them administratively.

19. Upon information and belief, Defendants acknowledged the pay disparity as being unfair and unequal during meetings with member of the Chattanooga Police Department throughout 2010.

20. On August 31, 2010, in response to a growing pay disparity among the ranks within the Department, Defendants implemented a new pay plan for Captains, Lieutenants, and Sergeants (“the 2010 Pay Plan”). *See* Attached as Exhibit. The City presented the 2010 Pay Plan to the Captains, Lieutenants, and Sergeants as an attachment to an email from then Chief Bobby Dodd who then conducted a staff meeting to explain the plan. Because the City implemented the 2010 Pay Plan, those officers who had submitted written grievances abandoned their attempts at correcting the problem administratively.

21. The 2010 Pay Plan is a written step plan pursuant to which Defendants promised to immediately pay each Captain, Lieutenant, and Sergeant a salary commensurate with his or her time in rank and then award him or her a raise after three (3) years and/or five (5) years of service in rank. *See* Exhibit B. At the staff meeting, Chief Dodd confirmed that pursuant to that plan Defendants would award raises after three (3) years and/or five (5) years in rank and also receive a raise if promoted to the rank of Lieutenant or Captain.

22. Pursuant to the 2010 Pay Plan, Defendants promised to pay Sergeants with 1-36 months (1 month to 3 years) in rank \$50,000 and then award them a raise to \$54,000 after three (3) years and \$58,000 after five (5) years. *See* Exhibit B.

23. Pursuant to the 2010 Pay Plan, Defendants promised to pay Lieutenants with 1-36 months (1 month to 3 years) in rank \$61,000 and then award them a raise to \$63,000 after three (3) years and \$65,000 after five (5) years. *See* Exhibit B.

24. Pursuant to the 2010 Pay Plan, Defendants promised to pay Captains with 1-36 months (1 month to 3 years) in rank \$68,000 and then award them a raise to \$70,000 after three (3) years and \$72,000 after five (5) years. *See* Exhibit B.

25. Plaintiffs relied on these promised pay raises to their detriment. For example, Plaintiffs ceased their attempts to administratively grieve and/or complain about the disparate treatment. Further, other Plaintiffs made financial decisions and purchases based upon the promise of pay raises.

26. Plaintiffs continued to work for the City, which unjustly enriched the City.

27. Since August 31, 2010 Plaintiffs and other Captains, Lieutenants, and Sergeants within the Class of Plaintiffs have served for three (3) years and/or five (5) years in rank, but Defendants have refused to award them their promised pay raises.

28. For example, approximately six (6) sergeants reached their three (3) years in rank on or about September 28, 2010 and did not receive their promised raises to \$54,000.00.

29. On June 26, 2012, Defendants, having knowledge of the discriminatory effect of the POCD, allotted an additional \$1.3 million dollars of the City's 2012-13 budget to fund the POCD.

30. While the Defendants did not allot any money to pay the Plaintiffs their promised raises pursuant to the 2010 Pay Plan, the funds to pay the Plaintiffs under the 2010 Pay Plan have been available in the City's budget since 2010.

31. On July 23, 2012, twenty-eight (28) individual Sergeants, Lieutenants and Captains (hereinafter “2012 Plaintiffs”) filed a lawsuit alleging breach of contract, promissory estoppel, unjust enrichment and violations of the City Code.

32. On August 25, 2016, a jury determined that that the City of Chattanooga had entered into an express contract with those 2012 Plaintiffs by implementing the 2010 Pay Plan. Further, the Jury found that the City of Chattanooga had breached that express contract by refusing to pay the 2012 Plaintiffs their promised pay raises. Lastly, the jury determined that the City of Chattanooga was liable to those 2012 Plaintiffs for not only an express contract, but also promissory estoppel because the City promised the 2012 Plaintiffs pay raises which they relied upon to their detriment, and the City subsequently broke that promise.

33. This jury verdict is a finding of fact in favor of those individual 2012 Plaintiffs. These individual Plaintiffs in this lawsuit and this Class of Plaintiffs are those other individuals who were also parties to that express contract, and beneficiaries to those breached promises made by the Defendants. The City of Chattanooga should be estopped from denying this Class of Plaintiffs similar treatment that the 2012 Plaintiffs received after the jury’s verdict.

34. This lawsuit follows and is within the six (6) year applicable statute of limitations pursuant to T.C.A. § 28-3-109.

### **CLASS ALLEGATIONS**

35. All Plaintiffs re-allege and incorporate herein by reference paragraphs 1 – 34 as if fully set forth herein.

36. Each of these individual Plaintiffs bring this action pursuant to Rule 23 of the *Tennessee Rules of Civil Procedure* on behalf of themselves and all members of the class of affected members of the Department as follows:

All members of the Chattanooga Police Department who were Sergeants, Lieutenants and Captains at the time of the 2010 Pay Plan's implementation date of July 1, 2010 to include any and all members who were denied their promised pay raises when they reached their respective three (3) and five (5) year time in rank and/or those members who were promoted to the rank of Lieutenant and/or Captain after July 1, 2010 who did not receive the minimum salaries listed in the 2010 Pay Plan.

Sergeant Hewitt is a representative member of this class. Hewitt was a Sergeant on July 1, 2010, and was denied his pay raise at his three (3) year and five (5) year mark in rank.

Lieutenant Smeltzer is a representative member of this class. Smeltzer was a Sergeant on July 1, 2010, and was denied his pay raise at his three (3) year and five (5) year mark in rank. Smeltzer was subsequently promoted to Lieutenant, and again, he was denied his promised pay rate at the rank of Lieutenant.

Captain Hogg is a representative member of this class. Hogg was a Lieutenant on July 1, 2010, was denied his pay raise at his three (3) year and five (5) year mark in rank. Hogg was subsequently promoted to Captain, and again, he was denied his promised pay rate at the rank of Captain. He retired and is not receiving what was originally promised to him based upon his rank and time in service pursuant to the 2010 pay plan.

Each of these three (3) individual Plaintiffs have a cause of action individually, but also represent the Class of Plaintiffs as a whole who have



suffered damages as a result of the causes of action listed in this complaint to include breach of contract, promissory estoppel, unjust enrichment and a violation of the City Code.

37. The exact number of members of the class described herein is not known. Counsel for the Plaintiffs does not have from the City of Chattanooga the correct information to accurately identify each and every member of the affected class. For example, we currently do not have a list of each and every Sergeant, Lieutenant and Captain as of July 1, 2010, nor certain promotion dates and salary information for many of the individuals affected in the upper ranks. It would be extremely difficult to determine all affected members.

38. Class action treatment is preferable to other available methods in providing a fair and efficient method or the adjudication of the controversy described herein, which has affected a large number of Plaintiffs. Further, class action treatment provides a mechanism in which this group of Plaintiffs can financially afford to bring this lawsuit.

39. The number of Sergeants, Lieutenants, and Captains with claims for legal and equitable relief against the Defendants is so numerous that joinder of all claims of all members is impracticable.

40. There are numerous questions of law and fact common to the class regarding the Defendants' failure to pay the promised raises pursuant to the 2010 Pay Plan, including the Defendants' liability to these Plaintiffs for breach of contract, promissory estoppel, unjust enrichment, and violation of Chattanooga City Code.

41. The claims of the class representatives are typical of the claims to be advanced by members of the class, in that they are among the most significantly impacted Sergeants,

Lieutenants, and Captains, and their claims encompass those of the other class members they seek to represent.

42. The Plaintiffs and their counsel will adequately represent the interests of the class and each of its members.

43. The prosecution of separate actions by or against individual members of the class would create a risk of (a) inconsistent or varying adjudications with respect to individual members of the class which would established incompatible standards of conduct for a party opposing the class, and (b) adjudications with respect to individual members of the class which would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications or would substantially impair or impede their ability to protect their interests.

44. The City has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole. For example, since the jury's verdict on August 25, 2016, the City has failed to act and failed to address the affected members within the Chattanooga Police Department. Moreover, the City took the position during the 2012 Plaintiffs' lawsuit that as soon as a Member of the Chattanooga Police Department did not receive a certain pay increase under the 2010 Pay Plan, then they should have been put on notice for statute of limitations issues that the City breached its agreement. That date (September 28) is quickly approaching and the City's do nothing attitude only operates to harm members of the Chattanooga Police Department who have valid claims.

45. The question of law or fact common to the members of the class predominate over any questions affecting only individual members, and a class action is the best available methods for the fair and efficient adjudication of the controversy. The matters pertinent to the

findings include: (a) the interest of members of the class in individually controlling the prosecution or defense of separate actions; (b) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class; (c) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (d) the difficulties likely to be encountered in the management of a class action.

46. Plaintiffs request that this Court certify this Class pursuant to Rule 23 of the *Tennessee Rules of Civil Procedure* and any other applicable Tennessee law.

### CAUSES OF ACTION

#### COUNT I—BREACH OF CONTRACT

47. The Plaintiffs re-allege and incorporate herein by reference paragraphs 1- 46 as if fully set forth herein.

48. Plaintiffs aver that the 2010 Pay Plan created an express, binding contract whereby Defendants offered Plaintiffs pay raises after three (3) years and five (5) years of service in rank as well as pay raises for the promotion to ranks of Lieutenants and/or Captains as consideration for Plaintiffs' continued service to the citizens of Chattanooga.

49. Plaintiffs accepted this contract and performed under this contract by serving for three (3) and/or five (5) years in rank as well as being promoted to the ranks of Lieutenant and/or Captain. Plaintiffs aver that the pay raises for three (3) and five (5) years served in rank as well as the pay raises for the promotions to the ranks of Lieutenants and Captains are vested contract rights.

50. Plaintiffs aver that Defendants have failed to perform under said contract by refusing to pay Plaintiffs an annual salary and time in rank pay increases that reflects their promised raises under the terms of the 2010 Pay Plan contract.

51. Plaintiffs aver that Defendants' conduct amounts to a breach of contract as a result of which Plaintiffs have suffered damages.

52. Plaintiffs are entitled to recover damages, including but not limited to back pay, lost benefits, front pay, contributions to the Police Pension Fund, liquidated damages, pre-judgment interest, post-judgment interest, and other damages set forth under law, plus attorney's fees and court costs, from the Defendants, jointly and severally, in an amount to be established at trial. Plaintiffs also request injunctive relief – that the City begin paying them at the rate of pay they would be paid at now had the City abided by the 2010 Pay Plan.

53. Further, Plaintiff submits that this Court find that the above facts constitute *res judicata* and find that the jury's verdict on August 25, 2016 would preclude the City from contesting said facts.

#### **COUNT II—PROMISSORY ESTOPPEL**

54. The Plaintiffs re-allege and incorporate herein by reference paragraphs 1- 53 as if fully set forth herein.

55. The City's actions amount to promissory estoppel as summarized by the Tennessee Court of Appeals, as follows:

[p]romissory estoppel is based on a promise which the promiser should reasonably expect to induce action or forbearance on the part of the promisee or a third person and which does induce such action or forbearance is binding if injustice can be avoided only by enforcement of the promise. *Barnes & Robinson, Co. v. Onesource Facility Servs.*, 195 S.W.3d 637, 645 (Tenn. Ct. App. 2006) (citing *Calabro v. Calabro*, 15 S.W.3d 873, 878 (Tenn. Ct. App. 1999)).

56. The City implemented the 2010 Pay Plan with the knowledge that it would be relied upon by the Plaintiffs.

57. Plaintiffs relied on the 2010 Pay Plan to their detriment. They discontinued their complaints about pay, continued working, and organized their financial, familial, and personal affairs around the promised pay raises and the direct affect those raises would have on their pensions.

58. Plaintiffs' reliance on the 2010 Pay Plan was reasonable. It was sent to them in writing in the form of an email from their supervisors, posted in the Department, and explained to them at a staff meeting and during line-ups. The City did not supply additional documentation stating the 2010 Pay Plan was a one-time adjustment or subject to budgetary restraints. Further, there is evidence that the City approved funds for the 2010 Pay Plan in the subsequent City budgets.

59. Injustice can be avoided only by enforcement of the City's promise to pay the Plaintiffs their promised raises.

60. Plaintiffs are also entitled to recover damages, including but not limited to back pay, lost benefits, front pay, contributions to the Police Pension Fund, liquidated damages, non-economic damages including humiliation and embarrassment, and other damages set forth under law, plus attorney's fees and court costs, from the Defendants, jointly and severally, in an amount to be established at trial. Plaintiffs also request injunctive relief – that the City begin paying them at the rate of pay they would be paid at now had the City abided by the 2010 Pay Plan.

61. Further, Plaintiff submits that this Court find that the above facts constitute *res judicata* and find that the jury's verdict on August 25, 2016 would preclude the City from contesting said facts.

### **COUNT III—UNJUST ENRICHMENT**

62. The Plaintiffs re-allege and incorporate herein by reference paragraphs 1- 61 as if fully set forth herein.

63. The City's action amount to unjust enrichment as summarized by the Tennessee Supreme Court, as follows:

The elements of an unjust enrichment claim are: (1)[a] benefit conferred upon the defendant by the plaintiff; 2) appreciation by the defendant of such a benefit; and 3) acceptance of such benefit under such circumstances that it would be inequitable for him to retain the benefit without payment of the value thereof. *Freeman Industries v. Eastman Chemical Co.*, 172 S.W.3d 512, 525 (Tenn. 2005).

64. Plaintiffs conferred benefit(s) to the Defendants by their continued employment and by ending their administrative appeal(s) of the pay disparity to management.

65. The Defendants expected—and did in fact induce action—on the part of Plaintiffs. Further, the Defendants accepted the Plaintiffs continued employment and appreciated the end of written complaints.

66. Upon information and belief, Sergeants, Lieutenants, and Captains were complaining that the City was only focused on the POCD and Officer pay. The 2010 Pay Plan was a proposed solution to the problem of younger officers making more money.

67. Under these facts, it would be inequitable for the Defendants to retain the benefits of employment by these Plaintiffs without the payment of the value of such employment as promised.

68. Plaintiffs are also entitled to recover damages, including but not limited to back pay, lost benefits, front pay, contributions to the Police Pension Fund, liquidated damages, and other damages set forth under law, plus attorney's fees and court costs, from the Defendants, jointly and severally, in an amount to be established at trial. Plaintiffs also request injunctive

relief – that the City begin paying them at the rate of pay they would be paid at now had the City abided by the 2010 Pay Plan.

#### **COUNT IV—VIOLATION OF THE CITY CODE**

69. All Plaintiffs re-allege and incorporate herein by reference paragraphs 1- 68 as if fully set forth herein.

70. Former section 2-137 of the City Code mandates that Defendants “establish a fair and uniform system of personnel administration for all employees,” that “[e]mployment shall be based on merit and fitness,” and that Defendants “provide just and equitable incentives and conditions of employment.” The Plaintiffs are intended beneficiaries within the protection of City Code section 2-137.

71. Plaintiffs aver that Defendants have violated Section 2-137 by establishing a system of personnel administration that is disparate, unfair, and inequitable, as a result of which Plaintiffs have suffered damages.

72. Specifically, Plaintiffs aver that higher ranking employees have greater qualifications, duties, responsibilities, and authority. In an effort to pay them fairly and equitably, the City implemented the 2010 Pay Plan. The City, however, refused to pay the Plaintiffs in accordance with the 2010 Pay Plan.

73. The City Code and the Department’s Policy Manual demonstrate that the City expressly and implicitly intended to create a private cause of action under former City Code section 2-137. Likewise, enforcement mechanisms for a violation of former City Code section 2-137 are included in the City Code and the Department’s Policy Manual. See City Code Ordinance No. 11638; former section 2-177 (“Grievance Procedure”); Ch. 2, Div. 8; CPD Policy

Manual, Per-4. The Plaintiffs are requesting damages as a result of the City's violation of City Code section 2-137, which is consistent with the purpose of City Code section 2-137.

74. Plaintiffs are also entitled to recover damages, including but not limited to back pay, lost benefits, front pay, contributions to the Police Pension Fund, liquidated damages, and other damages set forth under law, plus attorney's fees and court costs, from the Defendants, jointly and severally, in an amount to be established at trial. Plaintiffs also request injunctive relief – that the City begin paying them at the rate of pay they would be paid at now had the City abided by the 2010 Pay Plan.

**PRAYER FOR RELIEF**

**WHEREFORE PREMISES CONSIDERED**, Plaintiffs pray:

1. That proper process issue and be served upon the Defendants, the City of Chattanooga, Mayor Andy Berke, in his official capacity, Chief of Police Fed Fletcher, in his official capacity, and that Defendants be required to appear and answer this complaint within the time required by law;

2. That this Court certify the Class of Plaintiffs set forth herein and enter an Order certifying such a class as required by the *Tennessee Rules of Civil Procedure*;

3. Plaintiffs be awarded a judgment against Defendants jointly and severally for all damages including but not limited to back pay, lost benefits, front pay, contributions to the Police Pension Fund (all additional retirement benefits that they would have seen if they had been paid under the 2010 Pay Plan), liquidated damages, and other damages set forth under law, plus attorney's fees and court costs, from the Defendants, jointly and severally, in an amount to be established at trial.



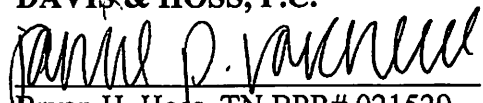
4. Plaintiffs request injunctive relief – that the City begin paying them at the rate set forth in the 2010 Pay Plan;

5. That each Plaintiff be awarded such other, further, and general relief to which he or she may be entitled;

6. That a jury of twelve (12) persons be empanelled to try all issues in this case.

Respectfully submitted,

**DAVIS & HOSS, P.C.**



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**Fraternal Order of Police / Rock City Lodge #22**

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*To Honorable Mayor Littlefield et al.,*

We at the FOP as briefly as possible wish to bring a matter to your attention on behalf of those holding the rank of Sergeant within the Chattanooga Police Department. The following is a situation that existed prior to the implementation of the newest pay plan, but the new plan has exacerbated the issue to an all-time high and the letter you are reading was prompted by the fact that most administrators and officials were unaware it existed. Before we proceed any further please know that while this issue is related to pay, we are keenly aware of the current economic situation both nationally and locally, with news of the City dipping into reserve funds being front page news even as this letter is being composed. We are aware of this obstacle, but that doesn't mean this problem doesn't exist and shouldn't be addressed.

After our new plan was implemented, Five Year Police Officers are now being paid nearly the same as ten year veteran Sergeants (Supervisors). Ten year Officers are being paid over 6% more than many of their own ten year Supervisors. The City has literally implemented a system in which these Sergeants can request a *demotion* and not only receive a \$2,791 dollar pay raise by meeting Master Patrol Officer requirements, but choose any shift they please, apply for any position in the Department again, and (as precedents show) apply again for promotion and re-enter their old pay grade for yet an *additional* raise. This isn't a potential problem; this currently exists.

-Police Officer III Rusty Morrison, 6 yr. employee:	\$42,961	(-\$731 less than)
-Sergeant CW Joel, 11 yr. emp., 3 yr. Supervisor:	\$43,692	←
-Master Patrol Officer K. Hogans, 11 year emp.:	\$46,483	(+\$2,791 more than)

(-Even further, a *fourteen-year* sworn Officer and *seven-year* Sergeant (Sgt. Z. McCullough, \$44,695) now makes \$1,788 dollars *less* than the 11 year Master Patrol Officer.)

In addition to these gross deficiencies, there are no step raises, and Longevity Checks are subject to budget availability and do not go towards their pensions, the sole reason many remain employed here despite the pay inequities.

While the Mayor, Council, and executive management determine the vision and direction of the Department on paper, it is this middle management that *executes* that vision, one-on-one, on your streets...yet they are forced to work under a system that literally *promotes backwards travel* in order to better their pay. While the press is notably and intentionally absent from this memorandum's distribution, Chattanooga Police Sergeants requesting demotions for a raise would certainly be newsworthy, and would reflect *poorly* on the City at best.

Left unattended, this disparity will only grow worse. Since this only involves the pay of an estimated 44 employees, the dollar amount to resolve this would be far less than a percent of the overall City budget and that investment would be quickly recovered by the retention of these supervisors. We are eager to not just point out the issue at hand, but to offer positive solutions at your request. Please consider this information and communicate with us at your earliest convenience.

Danny Hill,  
Fraternal Order of Police -423.867.5309



City of Chattanooga  
**POLICE CIRCULAR**

Tuesday, August 31, 2010 #31 (Pay Adjustments)

**PAY ADJUSTMENTS**  
**(Sworn Personnel)**

Listed below you will find the adjusted salary bands for the ranks of Sergeant, Lieutenant, and Captain. Your individual salary will be listed on your next pay check. This will be retroactive to July 1, 2010.

**CHATTANOOGA POLICE DEPARTMENT 2010 SALARY ADJUSTMENTS**

July 1, 2010

<u>RANK</u>	<u>Seniority 1-36 mths</u>	<u>Seniority &gt;36-60 mths</u>	<u>Seniority &gt; 60 mths</u>
SERGEANTS	\$50,000.00	\$54,000.00	\$58,000.00
LIEUTENANTS	\$61,000.00	\$63,000.00	\$65,000.00
CAPTAINS	\$68,000.00	\$70,000.00	\$72,000.00



Bobby H. Dodd  
Chief of Police

