

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF GARY, INDIANA

AND

**FRATERNAL ORDER OF POLICE
BEN K. PERRY LODGE # 61**

**An affiliate of the
INDIANA F.O.P. LABOR COUNCIL, INC.**

COLLECTIVE BARGAINING AGREEMENT

This agreement is entered into on the ____ day of ____, 2006, between the City of Gary, Indiana, herein after called the "City" and the Fraternal Order of Police, Ben K. Perry Lodge # 61, (an affiliate of the Indiana Fraternal Order of Police Labor Council, Inc.) herein after called the "Lodge".

The City and the Lodge recognize and declare that they have bargained collectively with respect to terms and conditions of employment for police officers. It is their desire, and in the best interests of the citizens of the City, to promote harmonious relationships between the City and the Lodge and to improve police protection for the citizens of the City.

ARTICLE 1

RECOGNITION

Section 1.1 The City hereby recognizes the Indiana Fraternal Order of Police Labor Council, Inc. on behalf of Fraternal Order of Police Ben K. Perry Lodge #61 as the sole and exclusive bargaining representative for all permanent sworn employees of the Gary Police Department excluding employees in "upper level policy making positions" as defined by Indiana State Statute.

Section 1.2 The Indiana Fraternal Order of Police Labor Council, Inc., in its role as bargaining representative, has been selected by a majority of the members of Ben K. Perry Lodge # 61 and shall continue in this capacity until such time as a majority of those members vote to eliminate such representation.

Section 1.3 The City shall not enter into any oral or written agreements with the employees covered under this contract or to any provision of this contract either individually or collectively or with any other organization acting on behalf of such employees.

ARTICLE 2

TERM

Section 2.1 This Agreement shall be effective January 1st 2006 and shall remain in full force and effect until the 31st day of December, 2009.

Section 2.2 The parties agree to commence negotiations no later than March 1 of each year to extend this agreement or adopt a new agreement. In the event that negotiations reach an impasse on a new contract, then, except for those items controlled by the Common Council, the benefits provided for in this agreement shall not be reduced or eliminated.

Section 2.3 Upon mutual written agreement of the parties to this contract, specific Articles can be opened for discussion for possible modification or amendment.

ARTICLE 3

NON-DISCRIMINATION

Section 3.1 The City of Gary, The Fraternal Order of Police Ben K. Perry Lodge #61, and each employee agree that no applicant or employee shall be discriminated against because of their race, religion, color, sex, national origin, or lodge membership.

Whenever the pronouns "he" or "she" appears, it shall be deemed to apply to both male and female.

ARTICLE 4

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.1 The Fraternal Order of Police Ben K. Perry Lodge # 61 and the Fraternal Order of Police Labor Council, Inc. recognize the prerogatives of the employer to operate and manage the Gary Police Department affairs, in all respects, in accordance with its responsibilities and powers of authority.

Section 4.2 The City shall retain the sole right and authority to operate and direct the affairs of the City and the Police Department in all its various aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement.

Among the rights retained is the City's right to determine its objectives and set standards and services offered to the public:

- A. To direct the work force.
- B. To plan, direct, control, and determine the operation or services conducted in and by the Police Department.
- C. To select, hire, assign, transfer, promote, demote, suspend, discipline or discharge employees, subject to the provisions of local, state, and federal law and the Gary Police Civil Service Commission Rules and Regulations.
- D. To schedule police department overtime and work as required, consistent with the requirements of municipal employment, public safety and this agreement.
- E. To relieve employees due to lack of work or for other legitimate reasons subject to the procedures set forth in Gary Police Civil Service Commission Rules and Regulations.
- F. To lay off personnel due to financial emergency consistent with local, state, and federal law.
- G. To make and enforce policies and procedures in areas not covered in this Agreement; and to change methods, equipment or facilities.

ARTICLE 5

LODGE ACTIVITIES

Section 5.1 The City shall recognize three representatives of the Lodge Wage and Benefit Committee for purposes of processing grievances or meeting with Management to discuss the administration of this Agreement. The Lodge shall certify to the City the names of the designated representatives of the Wage and Benefit Committee yearly.

Section 5.2 Designated representatives of the Lodge shall be afforded reasonable time during working hours without loss of pay to meet with Management for purposes of negotiating the Agreement, administering this Agreement, discussing and investigating grievances. In no event shall time spent conducting such business be considered as overtime or paid time outside the officer's regular working hours.

Section 5.3 The Lodge shall be afforded the right to utilize bulletin boards in designated areas at the police station and any sub-police stations for the posting of Lodge notices and other Lodge materials. Such boards shall be identified with the name of the Lodge and the Lodge shall designate persons responsible for utilizing the boards. The boards shall be provided at the cost of the Lodge. Nothing demeaning towards an officer or the Gary Police Department shall be posted on this board.

Section 5.4 The Lodge President or their designee and three (3) elected Lodge Delegates shall be allowed off, without loss of pay, to attend the Annual Indiana State Lodge FOP Conference. Allowed time shall coincide with actual days of the Conference, not to exceed five (5) workdays during the month of June of each year.

Section 5.5 The Lodge President or their designee shall be allowed time off, without loss of pay, to attend the Biennial FOP National Conference. Allowed time shall coincide with the actual days of the Conference, not to exceed five (5) consecutive workdays during the month of August of each off numbered year.

Section 5.6 The Lodge President or their designee shall be allowed time off without loss of pay to attend four (4) Indiana State Lodge FOP Board meetings throughout the year.

Allowed time off shall coincide with actual days of the Board meetings, not to exceed two (2) consecutive days off for each meeting during the year.

Section 5.7 Additional elected delegates shall be permitted to use their accumulated time off or schedule vacation, at no expense to the City as long as no undue staffing hardship is created.

Section 5.8 Any FOP member elected to an Indiana State Lodge and/or National Office in the Fraternal Order of Police shall be granted time off with pay to perform such duties necessary for that office.

ARTICLE 6

DUES DEDUCTION

Section 6.1 The City shall deduct from the second (2nd) monthly pay of each employee from whom it receives a signed authorization to do so, all amounts established by the F.O.P. Labor Council, Inc. and F.O.P. Lodge #61 as regular dues.

Section 6.2 Monthly the City shall remit the amount of deduction accompanied by a list of employees that have authorized such deductions to the Treasurer of Ben K. Perry Lodge #61.

Section 6.3 F.O.P. Lodge #61 agrees to indemnify and hold the City harmless against any and all claims, demands, suits or liabilities, and for all legal costs arising from any action taken or not taken by the City in compliance with this Article. The Lodge shall promptly refund to the City any funds received in accordance with this Article, which are in excess of the amounts of Lodge dues and assessments, which the City has agreed to deduct.

ARTICLE 7

SALARIES

Section 7.1 The Mayor and the City's representatives shall meet with the Lodge's Wage and Benefit Committee to negotiate a schedule of wages and benefits to be recommended to the Common Council. Such negotiations shall begin no later than March 1 of each year.

Section 7.2 The salary and number of police officers is established by ordinance action of the City's Common Council. The salary wage schedule below shall be in force during this contract period.

	2006	2007	2008	2009
Commander	51,535.00	54,111.75	56,817.34	59,658.21
Captain	47,249.00	49,611.45	52,092.02	54,696.62
Lieutenant	44,126.00	46,332.30	48,648.92	51,081.37
Sergeant	41,531.00	43,607.55	45,787.93	48,077.33
Corporal	39,554.00	41,531.70	43,608.29	45,788.70
1st Class Patrolman (after 2 years of service)	37,432.00	39,303.60	41,268.75	43,332.19
2nd Class Patrolman (after 1 year of service)	n/a	n/a	37,432.00	37,432.00
Probationary Patrolman	n/a	35,646.00	35,646.00	35,646.00

Section 7.3 A Probationary Patrolman shall remain at the pay scale set forth until he / she has completed one (1) year of service.

Section 7.4 A 2nd Class Patrolman shall remain at the pay scale set forth until he / she has completed two (2) years of service.

Section 7.5 An increase in police officer personnel will automatically qualify the employee as covered under the terms and contents of this agreement.

ARTICLE 8

REGULAR WORK ASSIGNMENT PAID OVERTIME COMPENSATORY TIME STANDBY TIME

Section 8.1 Employees covered by this agreement shall be paid for actual time worked at an hourly rate of one and one-half ($1 \frac{1}{2}$) times the employee's regular rate of pay for time worked in excess of eighty (80) hours in a two-week pay period.

Section 8.2 Employees assigned a four and two work schedule routinely work seventy-two (72) hours in a two-week pay period. The first eight (8) hours after the seventy-two (72) hours worked will be compensated at the employees' regular rate of pay above his / her base salary, time and one half overtime will be implemented only after the employee has accrued above eighty (80) hours within the pay period.

Section 8.3 An employees' regular hourly rate shall include longevity along with base salary.

Section 8.4 At the employee's request, an employee may receive compensatory time (comp time) equal to one and one-half ($1 \frac{1}{2}$) times the hours actually worked in excess of forty (40) hours per calendar week.

Section 8.5 Investigative officers assigned to the Detective and Juvenile Bureaus who are required to be available for immediate emergency call out at times the employee is not otherwise on duty shall be compensated with one (1) day off per month (comp time).

Section 8.6 Employees completing one (1) full calendar year without a deduction for sick time will be granted an additional five (5) compensatory (comp) days which may be added to their vacation or taken one (1) day at a time with the approval of their immediate supervisor. Time may be accrued from year to year.

Section 8.7 An employee's compensatory time shall be accumulated on a department wide basis and shall be transferable should the employee be assigned to another division.

Section 8.8 An employee may accrue a maximum of four hundred and eighty (480) hours of compensatory time.

Section 8.9 At termination or retirement, an employee can sell back to the city a maximum of four hundred and eighty (480) hours of compensatory time at the employee's current rate of pay.

Section 8.10 The employer will in no event use police reserve personnel to do normal work of bargaining unit members.

ARTICLE 9

TRANSFERS

JOB ASSIGNMENTS

Section 9.1 Employees required to involuntarily transfer from one Bureau to another or to involuntarily change a permanent shift assignment shall receive at least seventy-two (72) hours notice prior to the effective date of the transfer or permanent shift assignment. This section shall apply to all involuntary transfers and permanent shift assignments except those implemented for reasons of discipline or due to emergency needs of the Gary Police Department.

Section 9.2 All vacancies in Gary Police Department specialized positions (defined as: detective bureau, GRIT, Federal Task Force, etc.) shall be posted within the Department for a period of not less than seven (7) calendar days to allow all interested officers to submit their name for consideration by the Chief of Police. Officers interested in being considered for the vacant position shall place their names on a list from which the Chief may choose to fill the vacancy.

ARTICLE 10

HOLIDAYS

Section 10.1 Each employee shall receive eight (8) hours compensatory time for each of following holidays that the employee works:

New Year's Day	Martin Luther King's Birthday	President's Day
Good Friday	Election Day	Memorial Day
Independence Day	Labor Day	Columbus Day
Veterans' Day	General Election Day	Thanksgiving Day
Day after Thanksgiving		Christmas Day

Section 10.2 When a recognized holiday falls during an employee's vacation period, the employee shall be granted the next scheduled working day off.

ARTICLE 11

COURT TIME COMPENSATION

Section 11.1 Employees shall receive compensatory time off for court appearances during off duty hours before any court or at the County Prosecutors Office or when subpoenaed by any person or agency on matters pertaining to incidents investigated by such officer in the course of his employment, whether such incidents are civil or criminal in nature.

Section 11.2 Compensatory time shall be computed at the rate of one and one-half (1 ½) times the hours actually expended.

Section 11.3 All claims for court compensatory time shall be submitted on a department court overtime form.

Section 11.4 Employees that meet the above requirements for court time compensations shall also receive travel time at an amount equal to thirty (30) minutes for travel to court and thirty (30) minutes for travel from court.

ARTICLE 12

SHIFT DIFFERENTIAL

Section 12.1 Employees covered by this agreement shall receive shift differential for working the afternoon and midnights shifts.

Section 12.2 The afternoon shift shall be considered any shift starting between the hours of 12:00 noon and 7:00pm.

Section 12.3 The midnight shift shall be considered any shift starting between the hours of 7:00pm and 4:00am.

Section 12.4 Shift differential shall consist of seventy-five cents (\$.75) per hour for the afternoon shift and one dollar (\$1.00) per hour for the midnight shift.

ARTICLE 13

LONGEVITY PAY

Section 13.1 Employees shall receive additional compensation in recognition of cumulative service with the City of Gary Police Department. Such additional compensation shall be paid as per the following schedule and in accordance with the Salary Ordinance in effect.

Completed Years of Service	Amount Per Year	Amount Per Pay
3	\$ 100.00	\$ 3.85
4	\$ 200.00	\$ 7.69
5	\$ 300.00	\$11.54
6	\$ 400.00	\$15.38
7	\$ 500.00	\$19.23
8	\$ 600.00	\$23.08
9	\$ 700.00	\$26.92
10	\$ 800.00	\$30.77
11	\$ 900.00	\$34.62
12	\$1000.00	\$38.46
13	\$1100.00	\$42.31
14	\$1200.00	\$46.15
15	\$1300.00	\$50.00
16	\$1400.00	\$53.85
17	\$1500.00	\$57.69
18	\$1600.00	\$61.54
19	\$1700.00	\$65.38

ARTICLE 14

SPECIAL INCENTIVE PAY

Section 14.1 Special Incentive Pay will be provided to employees whose regularly assigned duties encompass the following:

Narcotics Unit
Tactical/Swat Unit
Field Training Officers
Aviation Unit
Crime Scene Investigators

Section 14.2 The amount of incentive pay will be one hundred (\$100.00) dollars per month.

Section 14.3 No employee shall be entitled to receive more than one (1) Specialty Pay.

Section 14.4 No employee shall be entitled to Special Incentive Pay in any month where he / she has served a suspension or for any month where he / she does not report for active duty for at least two (2) pay periods.

- A. This section is not applicable if the time off is due to or related to an on-duty injury. The period shall not exceed ninety (90) days unless approved by the Chief of Police or his/her designee.

ARTICLE 15

EDUCATIONAL INCENTIVE PROGRAM

Section 15.1 The employer will establish an Educational Incentive Program to provide an incentive for current employees to further their education and improve their job knowledge and performance and to attract employees to the city with educational achievements above the high school level.

Section 15.2 Employees must be classified as permanent members of the department and have successfully completed one year of full time service with the City to be eligible for any monetary benefits from this program.

Section 15.3 Incentive pay will be based on the following:

Associate Degree or 60 credit hours	\$ 500.00 per year.
Bachelors Degree (BS/BA)	\$1000.00 per year.
Masters Degree or Higher (JD)	\$1500.00 per year.

Section 15.4 The Educational Incentive pay will be paid in two (2) bi-annual increments in May and November of each year.

ARTICLE 16

BEREAVEMENT LEAVE

Section 16.1 In the event of death in an employee's immediate family, the employee shall be entitled to five (5) days of bereavement leave.

For the purposes of this section, immediate family shall be defined as:

Spouse	Mother	Father
Sister	Brother	Child
Grandparents	Mother-in-law	Father-in-law
Stepchildren		

Section 16.2 In the event of the death of a relative outside of the employee's immediate family, the employee shall be entitled to one (1) day of bereavement leave.

Section 16.3 Additional bereavement leave may be granted at the discretion of the Chief of Police or his/her designee.

ARTICLE 17

DEPARTMENT SICK LEAVE

Section 17.1 Employees covered by this Agreement shall be entitled to ninety (90) calendar days paid injury or sick leave per calendar year.

Section 17.2 Sick leave shall not be used to diminish vacation benefits. However, off days which fall during any period of sick leave, or number of sick days, shall not be retrieved, accumulated or used to extend the maximum ninety (90) calendar days of sick leave provided to each employee.

Section 17.3 The Chief of Police may grant any extensions of sick leave for either injury or sickness. If an extension is not granted, an employee who has expended the ninety (90) days of sick leave shall be removed from the payroll of the Gary Police Department. Employees unable to return to duty may apply for a disability pension prior to exhausting their ninety (90) day's sick leave.

Section 17.4 Each employee reporting off sick shall telephone their immediate supervisor at least one (1) hour prior to their scheduled tour of duty and provide the nature of the illness or injury. Employees who have provided absence reports from their doctors covering extended periods of time will be exempt from reporting off on a daily basis along with an employee who is unable to report off because of a severe illness.

Section 17.5 Employees who report off due to illness or injury for three (3) or more consecutive days shall submit a physician's medical release to the Chief of Police. If extenuating circumstances prevents an employee from obtaining a medical release from their physician, the employee's immediate supervisor may certify a Return to Duty Form and it shall be the employee's responsibility to provide the physician's medical release to the Chief of Police within seventy-two (72) hours upon return to duty.

Section 17.6 An employee who has accrued six (6) or more occurrences during a calendar year shall be required to provide a physician's statement and medical release for each occurrence of illness or injury thereafter. Employees who are hospitalized, injured on duty, had surgery, or are pregnant, are exempted from this requirement upon review of the Chief of Police.

ARTICLE 18

LEAVES OF ABSENCE WITHOUT PAY

Section 18.1 Employees may be granted Leave of Absence in accordance with the procedure and requirements set forth in IC 36-8-5-2.

ARTICLE 19

ADMINISTRATIVE LEAVE

Section 19.1 An employee may be placed on Administrative Leave and relieved from duty by the Chief of Police. Administrative Leave may be granted in situations where an employee's health and safety may be of concern or during the investigation of serious Rules and Regulations violations requiring Internal Investigations.

Section 19.2 Employees placed on Administrative Leave shall receive full pay with benefits during the leave.

ARTICLE 20

HOURS OF EMPLOYMENT

Section 20.1 The basic workweek for employees working in an administrative position shall consist of five (5) days on duty and two (2) days off.

Section 20.2 The basic workweek for officers working in the Criminal Investigations, Uniform Patrol, and Supervision of Uniform Patrol positions shall consist of four (4) days on duty and two (2) days off.

Section 20.3 The Chief of Police shall determine which officers are assigned to administrative positions.

ARTICLE 21

DUTIES OF POLICE OFFICERS

Section 21.1 Employees shall perform only those duties directly related with the maintenance of law and order and shall not be required to perform unrelated duties, including without limitation, maintenance work except to check fluids in police vehicles, gas fill ups, weapon cleaning and maintenance of all department issued equipment. In case of an emergency, the Chief of Police or his/her designee may request specific help, be provided by an employee.

Section 21.2 The Fraternal Order of Police Ben K. Perry Lodge # 61 agree and recognize that each officer is an employee of the City of Gary and must conduct himself/herself in such a fashion to properly portray the City of Gary, the Gary Police Department and this agreement.

ARTICLE 22

UNIFORM ALLOWANCE

Section 22.1 The City shall provide the initial issue of uniforms and equipment as determined by the Chief of Police.

Section 22.2 In addition to any other item of compensation the City shall provide a Uniform Allowance of fifteen (\$1500.00) dollars. The Uniform Allowance will be paid in two (2) equal by-annual increments of seven hundred and fifty (\$750.00) dollars in May and November of each year.

Section 22.3 An employee must be actively employed with the police department on the date the uniform allowances are paid and must have completed at least one (1) year of continuous service with the department.

Section 22.4 The uniform allowance shall be used by the employee to repair and/or replace all required uniform and equipment issued to the employee.

Section 22.5 Employees shall maintain their uniforms and equipment in a clean, neat and professional manner consistent with the dress code as determined by the Chief of Police.

Section 22.6 Any employee reporting to work in improper uniform shall be subject to appropriate discipline pursuant to existing Gary Police Department Standard Operating Procedures.

Section 22.7 The dress code shall be enforced in a uniform and consistent manner among all employees under similar circumstances.

Section 22.8 Employees shall be responsible to ensure their personal equipment is in safe and proper operating condition at all times. Such equipment shall be maintained and is subject to inspection in accordance with the Department's Standard Operating Procedures.

Section 22.9 All uniforms and equipment issued to officers shall remain the property of the City and shall be returned to the City upon the employee's termination of employment prior to issuance of the officer's final paycheck.

ARTICLE 23

HEALTH AND LIFE INSURANCE

Section 23.1 The City shall maintain the present health and life insurance plan(s) in effect. Health insurance shall consist of four (4) benefit parts:

- | | |
|--------------------------------|--------------------------|
| A. Medical and Hospitalization | C. Dental Coverage |
| B. Vision Coverage | D. Prescription Coverage |

Section 23.2 The City agrees to provide health insurance coverage for active employees and their eligible dependents at the monthly premium of:

	City Plan	HMO Plan
Single	\$10.00	\$20.00
With 1 dependent	\$45.00	\$55.00
With 2 or more dependents	\$75.00	\$90.00

Section 23.3 No changes in benefits or monthly premiums can be made without the mutual consent of both parties to this agreement.

Section 23.4 The employee shall have the choice of either the City self insurance or the HMO plan and shall be entitled to change from one plan to another during an open enrollment period designated each year by the employer and the Lodge.

Section 23.5 Retired employees shall be entitled to the same medical coverage as active employees with their choice of medical plans. The monthly premium shall be as identified below.

	City Plan
Single	\$ 36.70
With 1 dependent	\$ 73.40
With 2 or more dependents	\$110.10

Section 23.6 No changes in benefits or monthly premiums pertaining to the retiree's insurance can be made without the mutual consent of both parties to this agreement.

Section 23.7 The City shall maintain for each active police officer a life insurance policy providing for coverage equal to one and one-half (1½) times the employees annual base salary.

Section 23.8 A retiree shall be entitled to a life insurance policy as follows:

	Monthly Premium
Ten thousand (\$10,000.00) dollars coverage to age sixty-five	\$13.80
Five thousand (\$5,000.00) dollars coverage at age sixty-five and above	\$ 6.90

Section 23.9 A retiree shall be considered any employee that has completed twenty (20) years or more of service and has separated employment with the City.

ARTICLE 24

VACATION

Section 24.1 Effective January 1, 2000, each newly hired employee shall be eligible for vacation time based on length of continuous service with the City and in accordance with the following schedule:

Years of Continuous Service	Number of Work Days
After one (1) year (two (2) days of which may be taken after six (6) months of service)	5
Two (2) years through three (3) years	10
Four (4) years through five (5) years	15
Six (6) years through twelve (12) years	20
Thirteen (13) years through nineteen (19) years	25
Twenty (20) years or more	30

Section 24.2 Vacation time will be taken during a vacation year starting January 1 and ending December 31.

Section 24.3 As of January 1 of each calendar year, employees will be eligible for the number of workdays indicated above that is associated with their years of continuous service.

Section 24.4 A vacation schedule shall be posted by November 1 of each year for the following year. Employees shall select their vacations by December 1. The vacation schedule for the New Year shall be posted on or before January 1.

Section 24.5 Vacation changes must be submitted in writing and approved by the Chief of Police or his/her designee.

Section 24.6 Vacation time must be used during the calendar year in which it is credited unless approved by the Chief of Police or his/her designee.

Section 24.7 Up to five (5) work days of vacation time may be taken one day at a time contingent upon forty-eight (48) hours notice to the Employer and adequate staffing availability.

ARTICLE 25

GRIEVANCE PROCEDURE

Section 25.1 The term "grievance" is defined to mean any difference that may arise between the City and a police officer or officers covered by this agreement as to the matter involving interpretation, meaning, application or violation of any provisions of this agreement.

Section 25.2 The "aggrieved" is defined as any employee or group of employees alleging that there has been a violation of the expressed terms of this agreement.

Section 25.3 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 25.4 The aggrieved party may present his grievance at grievance meetings and hearings on the employer's time when scheduled during the aggrieved party's working hours, as much as practical.

Section 25.5 The employee may advance any grievance not answered by the City's representatives within the stipulated time limits to the next step in the grievance procedure.

Section 25.6 The time limitations provided in this article may be extended by mutual agreement between the City and FOP Lodge # 61.

Section 25.7 FOP Lodge # 61 and the City shall establish a mutually agreed upon standard form for the submission of grievances. Thereafter, FOP Lodge #61 shall be responsible for the duplication and distribution of the forms.

Section 25.8 The Grievance Procedure shall be the sole and exclusive procedure for remedies sought for alleged violations of this bargaining agreement.

Section 25.9 The Grievance Procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 25.10 A six (6) page prepared grievance form agreed upon by the City and Ben K. Perry Lodge #61 shall be utilized to streamline and document the grievance procedure.

Section 25.11 The following steps shall be followed for processing grievances:

Step 1: Informal

Prior to submitting a grievance to the formal grievance procedure, the aggrieved shall submit the alleged grievance to the designated FOP representative who shall determine if a valid grievance exists. If in the opinion of the designated FOP representative there is no valid factual basis for a grievance, the alleged complaint shall not be processed further.

If the designated FOP representative believes the Agreement has been violated and a valid factual basis for a grievance does exist, the designated FOP representative shall discuss the alleged grievance with the officer's first level supervisor. If the parties are unable to resolve the alleged grievance, the grievance may be submitted to Step 2 of the formal grievance procedure. It shall be the responsibility of the FOP to present the grievance in writing within fourteen (14) calendar days after it arises to the officer's Division Commander.

Step 2: Bureau or Area Commander

If the grievance is not resolved after a period of fourteen (14) calendar days after being presented to the Bureau or Area Commander, the matter may be submitted to the Chief of Police.

Step 3: Deputy Chief of Police

If the grievance is not resolved by the Deputy Chief of Police within fourteen (14) calendar days to the satisfaction of the FOP, the grievance may be submitted to the Chief of Police.

Step 4: Chief of Police or Deputy Chief

If the Chief of Police does not resolve the grievance within fourteen (14) calendar days to the satisfaction of the FOP, the matter may be submitted for arbitration.

Step 5: Arbitration

Upon the failure of the Chief of Police to resolve the grievance, the FOP may send written notice of a demand for arbitration to the City.

- A. If within fourteen (14) calendar days upon receipt of a demand for arbitration, the city or designee and a representative of the FOP are unable to agree upon an arbitrator, the FOP shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) impartial arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.
- B. The arbitration may be held at any place within Lake County agreeable to the parties or in the absence of an agreement, as determined by the arbitrator.
- B. The FOP may withdraw its request to arbitrate at any time prior to the actual hearing. The parties can mutually agree to settle the grievance prior to arbitration and split the cost of any cancellation fee.
- C. The arbitrator's decision shall be limited to the interpretation, application or enforcement of the specific Articles in this Agreement. The arbitrator may not modify or amend the Agreement.
- D. The arbitrator's fees and necessary expenses of arbitration shall be borne equally by both parties. However it is agreed that such fees and expenses shall not include the attorney fees of either party.
- E. The arbitrator shall be requested to issue the arbitrator's opinion within thirty (30) days following the conclusion of the hearing or within thirty (30) days following the submission of post hearing briefs if either party desires to file such briefs.
- F. The arbitrator's recommendation shall be final and binding on the City, the FOP and the employee or employees.

ARTICLE 26

RULES AND REGULATIONS

Section 26.1 The Fraternal Order of Police Ben K. Perry Lodge # 61 agrees that its members shall comply with all Police Department policies and rules and regulations; including those relating to conduct and work performance, as adopted by the Civil Service Commission.

Section 26.2 The City agrees departmental policies and rules and regulations shall not violate any provisions of this Agreement. Any alleged violation of this Section may be appealed through the Grievance Procedure.

Section 26.3 The Chief of Police shall provide each employee with a current copy of the Rules and Regulations Handbook that contains all the rules set by the Chief of Police and/or by the Civil Service Commission.

ARTICLE 27

PAY DAYS

Section 27.1 All police officers shall be paid bi-weekly, every other Friday.

Section 27.2 An annual bi-weekly schedule of paydays shall be posted on the FOP bulletin board before the first payday of each calendar year.

Section 27.3 The City shall disburse all other pay as follows:

- A. The \$1500.00 annual clothing allowance shall be paid in two (2) equal disbursements of \$750.00 each. One (1) in May and one (1) in November of each year.
- B. Special Incentive pay shall be disbursed monthly.
- C. Educational Incentive pay shall be paid in two (2) bi-annual payments. One (1) in May and one (1) in November of each year.
- D. Longevity pay shall begin on the first payday, which follows the appropriate anniversary date of the employee's appointment to the department.
- E. Overtime shall be paid with the next payday immediately following the time when the overtime was earned.

Section 27.4 Errors made in a employee's pay shall be corrected on the next pay period after the error has been discovered.

Section 27.5 All items above regular base pay included in a bi-weekly paycheck will be denoted by a unique description.

ARTICLE 28

SAFETY COMMITTEE AND SAFETY EQUIPMENT

Section 28.1 Joint safety programs shall be adopted and enforced by a Joint Safety Committee comprised of an equal number of representatives from the Lodge and the City.

Section 28.2 The City shall make reasonable provisions for the safety and health of employees during their hours of employment. The City shall:

- A. Maintain its equipment in safe operating condition.
- B. Furnish protective devices and/or equipment as the Joint Safety Committee deems necessary to properly safeguard the health and safety of police officers and protect them from injury.

Section 28.3 Officers shall not be required to operate an unsafe vehicle. In the event an officer believes that an assigned vehicle is unsafe, it shall be returned to the station and the officer shall immediately contact a supervisor and advise him/her of the mechanical defects. It shall be the responsibility of the supervisor to determine if the vehicle should continue to be operated or taken out of service.

Section 28.4 If it is determined that the vehicle is unsafe to be operated, it shall be removed from service and the officer shall complete a Repair Order Form. A vehicle shall remain out of service until it has been properly repaired.

ARTICLE 29

PARITY

Section 29.1 The City of Gary, Indiana agrees that in the event the Gary Fire Department receives a wage increase higher than that negotiated by the union representing bargaining unit employees under this agreement, union employees shall be compensated through parity with an equal or greater wage and benefit.

ARTICLE 30

SENIORITY, LAYOFF AND RECALL

Section 30.1 Seniority shall mean the status attained by continuous length of service as a sworn police officer with the City of Gary Police Department.

Section 30.2 The City shall maintain a roster of employees arranged according to seniority, showing name, position and anniversary date. Upon request, a copy shall be furnished to the Ben K. Perry FOP lodge # 61 during January of each year.

Section 30.3 A "lay off" is defined to be a necessary reduction in work force of the police department for financial reasons. Layoffs shall be made in the reverse order of seniority consistent with Indiana Law. This is to mean that the employee with the least seniority shall be laid off first, and the employee with the most seniority shall be laid off last.

Section 30.4 A "recall" shall be an increase in the work force of the police department following a lay-off. Recall shall be made by seniority in accordance with Indiana Law. The employee to be recalled first shall have the most seniority and the employee with the least seniority being the last individual to be recalled.

Section 30.5 Any employee laid off shall be provided at least thirty (30) days notice prior to the lay-off.

Section 30.6 Civilian or volunteer help shall not replace an employee's position.

ARTICLE 31

PERSONNEL FILES

Section 31.1 The Chief of Police shall maintain official personnel files for all police officers in accordance with Gary Police Department Civil Service Commission Rules and Regulations.

Section 31.2 All personnel files shall be maintained in a locked cabinet under the supervision of the Chief of Police or his designee.

Section 31.3 No persons other than the members of the Gary Police Department Civil Service Commission, the Chief of Police, or his designee, shall read, view, or copy an employee's personnel file except as provided by state statute. However, this application shall not be applicable to instances involving a disciplinary matter with respect to a police officer.

Section 31.4 Upon making a request to the Chief of Police, an employee may review their personnel file at the earliest possible convenient time and shall be permitted to make copies of all materials in their personnel file. The Chief of Police or his/her designee may supervise and/or assist the employee during this procedure.

Section 31.5 Employees shall be provided a copy of all additions to their personnel files relating to alleged misconduct or discipline at the time such additions are made.

Section 31.6 It shall be the responsibility of each employee to provide to the Chief of Police copies of school diplomas, certificates of in-service training, or other pertinent information pertaining to each employee's individual personnel file.

ARTICLE 32

STRIKE PROHIBITION

Section 32.1 The Lodge will neither engage in nor sanction any strike during the life of this Agreement or any extension thereof.

ARTICLE 33

SEVERANCE PAY

Section 33.1 Employees terminating employment with at least (20) twenty years of service shall be entitled to the following:

- A. Paid for any vested vacation.
- B. Paid for any compensatory time up to a maximum of four hundred and eighty (480) hours at the employee's current rate of pay.
- C. Paid for 90 days terminal leave.

Section 33.2 Employees terminating or retiring with less than (20) twenty years of service shall be entitled to the following:

- A. Paid for any vested vacation.
- B. Paid for any compensatory time still owed up to a maximum of four hundred and eighty (480) hours at the employee's current rate of pay.

Section 33.3 Upon the employee's death, his/her estate shall be entitled to the following:

- A. Paid for all vested vacation time.
- B. Paid for any compensatory time still owed up to a maximum of four hundred and eighty (480) hours.
- C. Receive any and all benefits entitled to the beneficiaries or the estate.

ARTICLE 34

SAVINGS CLAUSE

Section 34.1 If any provision of this Agreement is subsequently declared by the proper state legislative or judicial authority to be unlawful, unenforceable, or not in accordance with statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. If there is any conflict between the provisions of this Agreement and State Statute or City Ordinance 5881 and Gary Police Department Civil Service Commission Rules and Regulations, the provisions of the State Statute shall be controlling.

ARTICLE 35

SUCCESSOR MUNICIPALITY

Section 35.1 If the City succeeds to another form of municipal government, chooses to merge with one or more municipal governments for the providing of police service, or contracts with another municipality to provide police service, the transfer, merger, or consolidation shall provide that the successor government or authority shall assume all of the terms and conditions of this contract.

ARTICLE 36

PROFESSIONAL STANDARDS

Section 36.1 Nothing in this article shall negate in any way the obligation of the FOP or its membership to bring to the attention of the Chief of Police anything that negates, or tends to negate, the professional image of the Gary Police Department and its membership.

CITY OF GARY

POLICE DEPARTMENT

&

FRATERNAL ORDER OF POLICE

BEN K. PERRY LODGE #61

GRIEVANCE FORM

All grievances must contain the following written information to be considered:

1. Aggrieved officer's name, rank and signature.
2. Date the grievance is being filed.
3. Date, time and location (if appropriate) of incident giving rise to the grievance.
4. A description of incident or statement or perceived facts.
5. Sections of the Agreement alleged to have been violated.
6. Desired remedy to resolve the grievance.
7. Signature of the FOP Representative.

The following steps shall be followed for processing grievances:

Grievance Review: Prior to submitting a grievance to the formal grievance procedure, the aggrieved shall submit the alleged grievance to the designated FOP Representative who shall determine if a valid grievance exists. If in the opinion of the designated FOP Representative there is no valid factual basis for a grievance, the alleged complaint shall not be processed further.

Step 1-Supervisor: If the designated FOP Representative believes the Agreement has been violated and a valid factual basis for a grievance does exist, the designated FOP Representative shall discuss the alleged grievance with the officer's first level supervisor. If the parties are unable to resolve the alleged grievance, the grievance may be submitted to Step 2 of the formal grievance procedure. It shall be the responsibility of the FOP to present the grievance in writing within fourteen (14) calendar days after it arises to the officer's Division Commander. In the absence of the Division Commander, the grievance shall be submitted directly to the Chief.

Step 2-Bureau or Area Commander: Provided the grievance is not satisfactorily resolved through the informal procedures outlined above, the grievance may be submitted in writing to the Bureau or Area Commander by the designated FOP Representative and the aggrieved police officer. If the grievance is not resolved after a period of fourteen (14) calendar days after it arises to the officer's Bureau or Area Commander. In the absence of the Bureau or Area Commander, the grievance shall be submitted directly to the Deputy Chief of Police.

The Bureau or Area Commander shall investigate the grievance and respond in writing to the grievant within fourteen (14) calendar days following receipt of the grievance. In the absence of the Bureau or Area Commander, the grievance shall be submitted to the Deputy Chief of Police.

Step 3- Deputy Chief of Police: If the grievance is not satisfactorily resolved in Step 2, the grievance may be submitted in writing to the Deputy Chief of Police, along with the previous response and all relevant exhibits or documentation. The grievance must be submitted to Step 3 within fourteen (14) calendar days following the Step 2 response.

The Deputy Chief of Police shall investigate the grievance and respond in writing to the aggrieved and the FOP within fourteen (14) calendar days following receipt of the grievance. If the grievance is not satisfactorily resolved, the grievance may be submitted to the Board of Public Works and Safety.

Step 4- Chief of Police: If the grievance is not satisfactorily resolved in Step 2, the grievance may be submitted in writing to the Chief of Police, along with the previous response and all relevant exhibits or documentation. The grievance must be submitted to Step 3 within fourteen (14) calendar days following the Step 2 response.

The Chief of Police shall investigate the grievance and respond in writing to the aggrieved and the FOP within fourteen (14) calendar days following receipt of the grievance. If the grievance is not satisfactorily resolved, the grievance may be submitted to the Board of Public Works and Safety.

Step 5-Arbitration: Upon the failure of the Chief of Police to satisfactorily resolve the grievance, the FOP may send written notice of a demand for arbitration to the City.

All grievance procedures will be adhered to as listed in Section 24 of the Collective Bargaining Agreement of the City of Gary/FOP Contract.

The term grievance shall mean an allegation by a bargaining unit employee or the FOP that there has been a violation of the express terms of the negotiated Agreement between the City of Gary and FOP Lodge #61.

Name: _____ Rank: _____

Current Date: _____

Date of Occurrence: _____ Time: _____

Location: _____

Description of Grievance: _____

(Attach supplementary sheet if additional space is needed)

Sections of Agreement Alleged to Have Been Violated: _____

Names of Witnesses: _____

Relief Requested to Resolve Grievance: _____

Employee's Signature

FOP Representative's Signature

Date: _____

Date: _____

Step 1: Immediate Supervisor/Rank: _____

Date Discussed: _____ **Date Answered:** _____

I have been advised of the Supervisor's decision:

☐ I wish to ☐ I do not wish to pursue this grievance any further.

Employees Signature: _____

Grievers Comments: _____

Step 2: Date Received: _____ **By:** _____
(Date) (Initials)

Bureau or Area Commanders Response: _____

(Attach additional sheet if additional space is needed)

Bureau or Area Commander's Signature: _____ **Date:** _____

I have read the Bureau or Area Commander's decision and hereby accept it:

Employees Signature: _____

SIGNATURE PAGE

The Ben K. Perry #61 and the City of Gary, by and through their duly authorized officers and representatives, intending to be legally bound, now sign this agreement this ____ day of _____, 2006.

CITY

By: _____
Rudy Clay, Mayor

By: _____
Roy Pratt, President City Council

By: _____
Kyle Allen Sr., City Council

By: _____
Ronier Scott, City Council

By: _____
Shirley Stanford, City Council

By: _____
Charles Hughes, City Council

By: _____
Mary Brown, City Council

By: _____
Carolyn Rogers, City Council

By: _____
Jerome Prince, City Council

By: _____
Marilyn Krusas, City Council

LODGE

By: _____
Del Stout, FOP President

By: _____
Dave Saviola, FOP Secretary

By: _____
Latonia Marsh, FOP Member

By: _____
Marco Kuyachich, FOP Labor Council

By: _____
Nate Brannon, Chief of Police