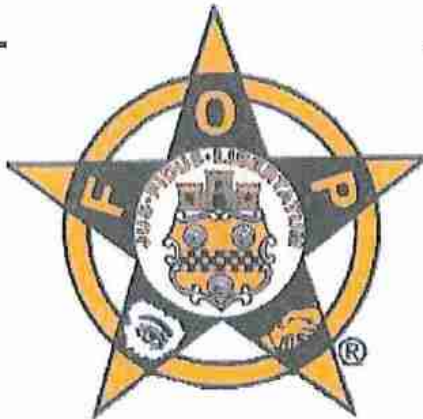


**2017-2020  
WORKING AGREEMENT**

**THE CITY OF SOUTH BEND, INDIANA**



**AND  
THE FRATERNAL ORDER OF POLICE  
SOUTH BEND LODGE NO. 36**



## TABLE OF CONTENTS

TOPIC	ARTICLE	PAGE
ARTICLE 1 PREAMBLE .....		1
ARTICLE 2 DEFINITIONS .....		2
ARTICLE 3 POLICE OFFICER'S BILL OF RIGHTS .....		3
ARTICLE 4 CITY/LODGE RELATIONSHIP .....		5
ARTICLE 5 RIGHTS OF MANAGEMENT .....		6
ARTICLE 6 LODGE ACTIVITIES .....		7
ARTICLE 7 DUES DEDUCTION .....		8
ARTICLE 8 GRIEVANCE PROCEDURES .....		8
ARTICLE 9 NO STRIKE - NO LOCKOUT .....		11
ARTICLE 10 DECLARATION OF DISASTER .....		11
ARTICLE 11 PERSONNEL/OFFICE OF PROFESSIONAL STANDARDS FILES .....		12
ARTICLE 12 SICK LEAVE .....		13
ARTICLE 13 BEREAVEMENT LEAVE .....		14
ARTICLE 14 OVERTIME / HOLDOVER TIME .....		15
ARTICLE 15 RECALL/MINIMUM STAFFING .....		16
ARTICLE 16 COURT TIME PAY .....		19
ARTICLE 17 VACATION .....		20
ARTICLE 18 MEAL PERIODS .....		21
ARTICLE 19 HOLIDAYS AND CRITICAL DUTY DAYS .....		22
ARTICLE 20 ANNUAL CASH ALLOWANCE - REQUIREMENTS TO RECEIVE .....		23
ARTICLE 21 INSURANCE .....		24
ARTICLE 22 PERSONAL DAYS .....		25
ARTICLE 23 RETIREMENT SICK LEAVE BUY-BACK .....		26
ARTICLE 24 TRADING OF DAYS .....		26
ARTICLE 25 POLICY FOR ATTENDING CHILD'S BIRTH .....		27
ARTICLE 26 FAMILY LEAVES AND MEDICAL LEAVES OF ABSENCE .....		28
ARTICLE 27 LEAVE OF ABSENCE .....		28
ARTICLE 28 PAY DAYS .....		28
ARTICLE 29 SENIORITY, LAY OFF, AND RECALL .....		28
ARTICLE 30 WORK RELATED INJURIES .....		29
ARTICLE 31 WORKWEEK .....		29
ARTICLE 32 INDEMNIFICATION .....		30
ARTICLE 33 EFFECT OF WORKING AGREEMENT .....		31
ARTICLE 34 DRUG FREE WORKPLACE .....		31
ARTICLE 35 JOINT LABOR/MANAGEMENT COMMITTEE .....		32
ARTICLE 36 DURATION OF WORKING AGREEMENT .....		32

2017 - 2020

**WORKING AGREEMENT BETWEEN THE CITY OF SOUTH BEND, INDIANA**

**AND**

**THE FRATERNAL ORDER OF POLICE LODGE NO. 36**

**ARTICLE 1  
PREAMBLE**

This Working Agreement is entered into on the 21<sup>st</sup> day of December, 2016, by and between the Board of Public Safety, acting for and on behalf of the City of South Bend, Indiana, hereafter called "City", and Fraternal Order of Police, Lodge #36, hereafter called "Lodge".

The purposes of this Working Agreement are to achieve and maintain harmonious relations between the City and the Lodge which are in the best interests of the Community; to improve public safety in the areas of public police protection; to provide for equitable and peaceful adjustment of differences which may arise; to further a mutual and voluntary effort to promote and maintain sound labor relations; and to establish other conditions of employment.

The City and the Lodge further acknowledge that the South Bend Police Department is dedicated to upholding the highest professional standards while serving the community in which they work and live. The employees of the Department are committed to the enforcement of laws to protect life and property while also respecting the individual rights, human dignity, and community values. The employees are committed to creating and maintaining active police/community partnerships and assisting citizens in identifying and solving problems to improve the quality of life in the neighborhoods. The Department is committed to developing a partnership with the community, employing creativity, patience, persistence and an appreciation of diversity both in the Police Department and in the community. Employees' decisions and actions shall be accountable to the citizens and officials they serve. The City and the Lodge recognize that each member of the Department is valuable, accept the obligation to each other and to the community to provide the maximum opportunity for each person to achieve his or her professional potential. The parties further acknowledge that the employees of the Department are engaged in providing essential public service to the community which affect its health, safety, comfort and general well-being of the citizens of this City.

The parties to this Working Agreement shall cooperate fully to secure the advancement of the above- stated purposes.

## **ARTICLE 2 DEFINITIONS**

### **Section 1. Specific Definitions:**

- A. "City" shall mean the employer.
- B. "Employees" shall mean all sworn members of the Police Department of the City of South Bend, Indiana, except the Police Chief, Division Chiefs, and Captains of the Police Department of the City of South Bend, Indiana.
- C. "Lodge" shall mean the Fraternal Order of Police Lodge No. 36.
- D. "Duty Manual" shall mean the South Bend Police Department Duty Manual and all amendments thereto.
- E. "General Order" shall mean a permanent written order issued by the Chief of Police relating to a general circumstance or situation which standardizes procedures for all.
- F. "Letter of Understanding" shall mean a written document setting forth the conclusions reached by the Joint Labor/Management Committee on issues which may be supplemental to the items addressed in this Working Agreement, as further addressed in Article 3, §6, and Article 34 of this Agreement. Letters of Understanding may be grieved.
- G. "Personnel Order" shall mean an order issued by the Chief of Police with regard to the appointment, assignment or reassignment, promotion or demotion, suspension or dismissal of any of the sworn personnel of the Department.
- H. "Special Order" shall mean an order issued by the Chief of Police to cover a specific situation usually of a temporary nature, ordinarily not affecting the entire department.

### **Section 2. Rules of Interpretations:**

- A. When the singular number is used, it shall include the plural.
- B. All references to employees in this Working Agreement shall include both sexes, and whenever the male gender is used, it shall be construed to include both male and female.
- C. For informational purposes only, set forth herein are references to subject matters which are established and governed by statutes, ordinances, City policies including but not limited to the Duty Manual. Said Articles may reference the appropriate statute, ordinance, or City policies including but not limited to the Duty Manual, and such may be modified, amended, or deleted by the City irrespective of their inclusion herein.
- D. Nothing in this Working Agreement shall prohibit the City from modifying, amending, or changing City ordinances and policies, including the Duty Manual.



E. In the event of a conflict in state law and this Working Agreement, state law shall control, In the event of a conflict between this Working Agreement and City ordinances and policies, including the Duty Manual, this Working Agreement shall control.

F. Nothing in this Working Agreement shall limit the Board of Public Safety's authority under *Indiana Code* § 36-8-3-3, or as it may be amended.

### **ARTICLE 3 POLICE OFFICER'S BILL OF RIGHTS**

**Section 1.** As used in this Article, "Employee", shall mean all persons who are non-probationary, sworn members of the south Bend Police Department.

**Section 2.** There is hereby created an Employee Bill of Rights (Police Officers Bill of Rights) which applies to all Employees.

**Section 3.** The security of the City and its residents depends on the manner in which Employees perform their duties. The performance of such duties involves those Employees in all manner of contacts and relationships with the public, superior officers and fellow officers.

**Section 4.** Situations may arise out of such contact and relationships brought about by the actions of Employees. Such situations may require prompt investigation by the Chief of Police, Division Chiefs or other competent authority designated by the Chief of Police.

**Section 5.** Except when on duty or when acting in his/her official capacity, no Employee shall be prohibited from engaging in political activities. When off duty and involved in such activity the Employee is prohibited from using an assigned department vehicle, equipment or other items personally or departmentally owned that would identify them as an employee of the South Bend Police Department during the activity. There will be an exception for voting at a regular polling place or filing an absentee ballot at the place of designation for such ballot.

**Section 6.** Whenever an employee is under investigation or subjected to an interview by members of the South Bend Police Department for any reason which could lead to disciplinary action, demotion, dismissal or criminal charges, such investigation or interview shall be conducted according to the following procedure as outlined below.

A. Employees shall be notified of the investigation, the nature of the alleged violation, and be notified of the outcome of the investigation by the investigator(s);

B. Questioning of an Employee should be conducted for a reasonable length of time taking into consideration the gravity and complexity of the issue being investigated. Questioning shall take place preferably while the Employee is on duty unless exigent circumstances apply;

C. Questioning of the Employee should take place at the offices of those conducting the investigation or at the place where the Employee reports to work, unless the Employee consents to another location;

D. Employees will be questioned by no more than two investigators, and if a criminal investigation is being conducted by an outside agency an Employee shall be informed of the name, rank and command of the officers conducting the investigation, if known;

E. Employees under investigation shall be immediately notified by the investigating officer that they are entitled to have legal counsel or any other Fraternal Order of Police (FOP) member of their choice present at the interview, provided, however, that during the interview of the Employee, the attorney or representative shall not make any statements or objections of any kind to the investigator nor will he/she in any way impede the interview, but will restrict his/her remarks to conferring with the Employee. The representative's failure to object to a question shall not constitute a waiver of his/her ability to later object to any questions asked;

F. Employees cannot be threatened, harassed or promised rewards to induce the answering of any question. However, Employees must respond if given a direct order by the Chief or his/her designee;

G. When Employees are entitled to a hearing in accordance with Indiana Code, they shall have notification in advance of the date, access to transcripts and other relevant documents and evidence generated for the hearing prior to the hearing, and to representation by legal counsel or another representative at the hearing;

H. Employees shall have the opportunity to comment in writing on any adverse materials placed in his or her personnel file;

I. Employees cannot be subject to retaliation for the exercise of these or any other rights under Federal, State or local law;

J. This Section shall not apply to any investigation or questioning of an Employee in the course of counseling, instruction, informal verbal admonishment or other routine communication with a supervisor.

**Section 7.** No Employee shall be required, for purposes of assignment or other personnel action, to disclose any item of his/her property, income, assets, source of income, debts, personal or domestic expenditures (including those of any member of his/her family or household), unless such information is obtained under proper legal procedures or tends to indicate a conflict of interest with respect to the performance of his/her official duties. This Section shall not prevent inquiries made by authorized agents of a tax-collecting agency in accordance with acceptable and legally established procedures.

**Section 8.** No dismissal, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or other punitive measure resulting in monetary loss shall be taken against an Employee unless such Employee is notified in writing of such action and the reasons therefore prior to the effective date of such action.

**Section 9.** The result of any investigation, whether favorable, unfavorable, or case closed without decision, shall be communicated to the Employee under investigation as soon as practicable once a determination is made by the investigator(s) and administration. The duration of the investigation, finding of fact and submission of formal charges shall not exceed sixty (60) days from the date of notification of an investigation except under extenuating circumstances. When such circumstances do occur, they shall be documented in the Office of Professional Standards Investigation File and communicated to the Employee via email.

#### **ARTICLE 4 CITY/LODGE RELATIONSHIP**

**Section 1.** The City shall not enter into any collective bargaining agreements with any other organization acting on behalf of such Employees for the duration of this Working Agreement, unless appropriate state legislation provides otherwise.

**Section 2.** In the event that there is a subsequently enacted collective bargaining, meet and confer, or related state statute with respect to labor related issues covered herein, it is understood and agreed that this Working Agreement, prior agreements and practices, are non-precedent setting for either party with respect to any such issues that may arise under such legislation. It is further understood that in the event that the City is required to recognize the Lodge as a result of or pursuant to further enactments of a state statute requiring collective bargaining or meet and confer, the City shall not be grandfathered into bargaining on all issues contained herein, but shall only be required to bargain on issues required, provided that the requirements of that state statute are met.

**Section 3.** The City recognizes the Lodge as the sole and exclusive bargaining representative of those employees covered by this Working Agreement in bargaining with the employer.

**Section 4.** This Working Agreement shall cover all Employees as defined in Article 2, Section 1, Paragraph B.

**Section 5.** The City shall not enter into agreements with Employees covered by this Working Agreement which conflict with the terms of this Working Agreement.

**Section 6.** The Lodge and the City acknowledge that the Joint Labor/Management Committee, more specifically addressed in Article 34 of this Working Agreement, has provided a meaningful tool to address labor/management issues. Accordingly, any Letters of Understanding which may result from the deliberations of the Joint Labor/Management Committee shall be supplemental to the items addressed herein, if duly agreed upon by said Committee.



## ARTICLE 5 RIGHTS OF MANAGEMENT

**Section 1.** The Lodge recognizes that the City shall have the care, management, supervision, and exclusive control of all matters and property relating to or connected with the South Bend Police Department.

**Section 2.** Except as may be limited by this Working Agreement, the City, on its own behalf and on behalf of the community, hereby retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States, the Indiana Code, and any modifications made thereto, including any Executive Order issued by the Mayor or other officials so authorized by statute. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the City, including but without limiting the generality of the foregoing the right:

- A. to manage its affairs efficiently and economically, including the determination of quantity and standard of services to be rendered; the control of material, tools and equipment to be used; and the usage, continuance or discontinuance of any services, material or methods of operation;
- B. to introduce new equipment, methods, machinery or processes; change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C. to determine and change the number, location, size and type of facilities and installations;
- D. to determine the size of the workforce and increase or decrease its size;
- E. to hire, assign, and direct the work of Employees, including the right to assign work and overtime;
- F. to establish, change, combine or discontinue job classifications; prescribe and assign job duties, content and classification; and to establish wage rates for any new or changed classifications;
- G. to establish work schedules and, if necessary, change those work schedules in accordance with applicable laws, Departmental policy, and the needs of the community;
- H. to maintain the statutory right of the Chief of Police to take all appropriate legal action with the approval of the Board of Public Safety when required, to establish and revise Departmental rules and procedures addressed in the Duty Manual for the administration of the Police Department;
- I. to discipline and discharge Employees for cause under applicable laws;
- J. to adopt, revise and enforce working rules, ordinances, policies and procedures including but not limited to the Duty Manual, General Orders, Special Orders, and Personnel



Orders. The City reserves the right to modify, amend, or delete any such items irrespective of whether or not they are set forth, summarized, or referred to herein;

K. to carry out cost-savings and/or general improvement programs under applicable laws; and

L. to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications of employees to perform available work under applicable laws.

## **ARTICLE 6 LODGE ACTIVITIES**

**Section 1.** The Lodge shall designate a Bargaining Committee not to exceed seven (7) representatives of the Lodge, one (1) of which shall be the Lodge President. The Lodge shall have the right to replace members of the Bargaining Committee from time to time and to use alternates.

**Section 2.** The Bargaining Committee representatives shall be afforded reasonable time without loss of pay to fulfill their Lodge responsibilities with respect to time spent in negotiations with the City, processing of grievances, and administering and enforcing this Working Agreement. Time used pursuant to this Section shall not be counted against the FOP Lodge time as set forth in Section 6 of this Article. The Lodge shall make all reasonable efforts to schedule all meetings so that the fewest amount of Bargaining Committee representatives would be absent from their assigned duty detail.

**Section 3.** The Lodge shall be afforded the right to utilize a bulletin board at a central location at the Police Station for the posting of Lodge notices and other appropriate Lodge materials. Such board shall be identified with the name of the Lodge and the Lodge may designate person(s) responsible for its utilization. The signature of such person(s) must appear on all documents posted. The City reserves the right, with notice to the Lodge, to remove notices which do not comply with the requirements of this Section, discriminate, or offend, on the basis of race, religion, color, sex, handicaps, national origin or ancestry.

**Section 4.** Subject to the approval of the Police Chief or his/her designee, the Lodge may schedule meetings on City Police Department property so long as such meetings shall not be disruptive of the duties of the Employees or the efficient operation of the Police Department.

**Section 5.** The Lodge may designate Employees to represent it at Lodge meetings, conventions and seminars. Time off may be allowed for such activities, subject to the approval of the Chief of Police or his/her designee, which shall not be unreasonably withheld.

**Section 6.** The total Lodge time under this Article shall not exceed twenty-five (25) working days per year in those years when there are no Bargaining Committee activities. In those years when there are Bargaining Committee activities, there shall be Lodge time in excess of twenty-five (25) working days, subject to the approval of the Police Chief or his/her designee, whose approval shall not be unreasonably withheld. The choice of Employees to receive Lodge time shall be determined by the Lodge. Lodge time shall be computed as one (1) hour deducted from

the lodge time bank for each hour used. Lodge time, however earned, shall be used only in accordance with this Article.

## **ARTICLE 7 DUES DEDUCTION**

**Section 1.** Upon receipt from Employees, as defined herein, of voluntary, written, current, signed authorization cards in such form as complies with the law of Indiana, the City shall deduct from the earnings of each of said Employees an amount representing their reasonable and normal dues, uniform fees and assessments, and Legal Defense Fund amounts.

**Section 2.** A list of Employees who authorize such deductions shall be forwarded by the City to the Treasurer of the Lodge within fifteen (15) days after the deductions are made. An Employee's authorization for deduction shall remain in effect until the termination date of this Working Agreement, or until revoked in writing by the Employee prior thereto. In the event of an overcharge already remitted to the Lodge, it shall be the responsibility of the Lodge alone to adjust the matter with the Employee.

**Section 3.** Except for intentional violations of this Article by the City, the Lodge shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability including costs and reasonable attorney fees that may arise out of or by reason of any action taken by the City for the purpose of complying with this Article.

## **ARTICLE 8 GRIEVANCE PROCEDURES**

**Section 1.** In this Working Agreement, the term "grievance" shall mean any controversy arising out of or over the interpretation, application, or claim of alleged violation of the provisions of this Working Agreement during the term of this Working Agreement but shall not include statutes, ordinances and City Policies which are in the Agreement for reference only. Such grievance shall be disposed of in accordance with this Article and the following procedures:

STEP 1. When an aggrieved Employee has a grievance, he/she shall first seek relief from his or her Commanding Officer by submitting a written Grievance Form within seven (7) calendar days from the date of the event giving rise to such grievance. The Employee shall complete all sections of the Grievance Form, specifying the particular Article of this Agreement that is alleged to have been violated by the Employer, and (ii) all facts and circumstances which the aggrieved Employee believes are in violation of this Agreement. Within seven (7) calendar days after the receipt of the form, the Commanding Officer shall either respond in writing (decision) or pass it on to the Division Chief (waiver). The Commanding Officer's decision shall state the specific reasons for the decision given and shall be dated as of the date of the decision. If the aggrieved Employee reports directly to a Division Chief, then he/she shall start the grievance with STEP 2.

STEP 2. If the grievance is not satisfactorily settled in STEP 1, the aggrieved Employee may appeal the decision to his or her Division Chief within five (5) calendar days after the date of the written decision given by the Commanding Officer pursuant to STEP 1. Within

seven (7) calendar days of the receipt of the appeal or waiver by the Division Chief, the Division Chief shall hold a conference among the aggrieved Employee, the Employee's Lodge representative and the Employee's immediate supervisor. At the conference, the Division Chief shall attempt to settle the grievance. If it cannot be settled, he/she shall no later than the next day make a written decision or present the problem to the Chief of Police (waiver). The Division Chief's decision shall state the specific reasons for the decision or response given and shall be dated as of the date of the decision.

STEP 3. If the grievance is not satisfactorily settled in STEP 2, the aggrieved Employee may next appeal the decision to the Chief of Police within seven (7) calendar days of the date of the written decision or response issued by the Division Chief pursuant to STEP 2. The Chief of Police shall review and respond to the appeal in writing within seven (7) calendar days after the receipt of the appeal or waiver by the Chief of Police.

STEP 4. If the grievance is not satisfactorily settled in STEP 3, the aggrieved Employee may next appeal the decision of the Chief of Police by filing an appeal with the Clerk of the City's Board of Public Safety within ten (10) calendar days of the date of the written decision or response issued by the Chief of Police pursuant to STEP 3. Said appeal shall be heard at the Board of Public Safety's next regularly scheduled meeting occurring no sooner than seventy-two (72) hours after the filing of the appeal with the Clerk of the City's Board of Public Safety. The Board of Public Safety shall hear evidence and review all filed documents at the meeting and shall render a written decision not later than the next regularly scheduled meeting of the Board of Public Safety.

STEP 5. If the appeal is not satisfactorily settled as provided in STEP 4, the Lodge shall then have the right to request the Director of Federal Mediation and Conciliation Service to submit a panel of at least five (5) and not more than nine (9) arbitrators. The request by the Lodge shall be sent by Certified Mail, Return Receipt Requested, not later than seven (7) calendar days after the date of the written decision of the Board of Public Safety pursuant to STEP 4. Either the City or the Lodge within seven (7) calendar days of after receipt of the panel submitted by the Federal Mediation and Conciliation Service shall have the right to reject the panel and request that a new panel of at least five (5) and not more than nine (9) arbitrators be named. If the panel is not rejected by either City or Lodge, then the Lodge shall strike two (2) names from the panel. The City shall next strike two (2) names from the panel. Thereafter, alternate striking of one (1) name from the list by the Lodge followed by the City until one (1) name remains. The remaining name shall be the arbitrator. The arbitration proceedings shall be conducted in accordance with this Article.

**Section 2.** The grievance and arbitration provisions of this Article are an exclusive remedy. With respect to every arbitration, the decision of the arbitrator shall be final and binding upon the City, the Lodge and any Employee involved. The arbitrator shall be bound by the law, the exhibits, and the evidence presented at the arbitration proceeding. The expense of the arbitration, including the expense and fee of the arbitrator, the cost of the hearing room, the cost of the reporter's and arbitrator's copy of the transcript and any other expenses which relate directly to the holding of the arbitration hearing (excluding fees for attorneys retained by the Lodge or the City) shall be paid by the loser and if a split decision, then the arbitrator shall determine the portions to be paid by each party. The arbitrator shall not have the power to

amend, delete, add to or change in any way any of the terms of this Working Agreement, nor shall the arbitrator have the power to substitute the arbitrator's discretion for that of management. Should either party fail to appear before the arbitrator at the designated time without a legitimate reason for a request for a continuance, such party shall be deemed to have waived his/her or its case. An arbitration award shall not obligate the City to pass appropriate ordinance(s) encumbering or appropriating monies from outside of the Police Department budget.

### **Section 3.**

- A. If a decision is not rendered by the City within the time limits provided for in the grievance procedure, it shall be presumed that the City has denied the grievance and the aggrieved Employee may proceed to the next step.
- B. If at any step the aggrieved Employee does not submit the grievance or if the City's decision is not appealed in the manner and time limits provided for in the grievance procedure, the grievance shall be considered settled on the basis of the last decision of the City.
- C. The time limits at any level of the grievance procedure may be extended by mutual written agreement between the Lodge and the City.

**Section 4.** A settlement by the City with the aggrieved Employee or the Lodge at any stage of the grievance processing shall bind both the lodge and the aggrieved Employee.

### **Section 5.**

- A. "Aggrieved Employee" as defined in this grievance procedure, means the Lodge or an Employee who has a direct interest in the grievance in that the outcome of the grievance directly affects the Employee's own wages, hours, or working conditions as set out and determined by the provision of this Working Agreement. Employees, while assigned to the Police Academy, shall be subject to the rules and regulations of the Police Academy, and shall not be entitled to utilize the grievance procedure.
- B. Each grievance shall be considered a separate matter and shall be handled separately and distinctly.
- C. Separate grievances shall not be arbitrated together, except by mutual consent of the City and the Lodge.

**Section 6.** No grievance alleging discrimination under the South Bend Duty Manual may be appealed to arbitration unless the aggrieved Employee shall execute a knowing intelligent and voluntary waiver of the grieving party's right to file charges with any federal, state or local agency or any federal, state or local court with respect to said grievance.



**Section 7.** There shall be no suspension of or interference with work because of any grievance or any incident which is or could have been the subject of a grievance. It is understood and agreed that any Employee involved with a grievance shall continue to perform work as directed by the City while the grievance is being processed.

## **ARTICLE 9 NO STRIKE - NO LOCKOUT**

### **Section 1.**

A. As the services performed by the Employees covered by this Working Agreement are essential to the administration of the City and to the welfare of the public dependent thereon, the Lodge agrees that in no event whatsoever, during the term of this Working Agreement, will the Lodge initiate, authorize, sanction, encourage, support or engage in any picketing while in uniform, strike (sympathy or otherwise), slowdown, speedup, concerted job action, concerted work stoppage, or "blue flu", said items being collectively referred to as an interruption of work.

B. The City agrees that no lockout shall take place during the term of this Working Agreement.

**Section 2.** Any individual Employee or group of Employees who violate(s) or disregard(s) the provision of this, No Strike-No Lockout Article, may be disciplined or discharged by the City.

**Section 3.** The Lodge, in the event of a violation of this, No Strike-No Lockout Article, shall notify, without delay, the Employees in the bargaining unit who are involved in said activities to cease immediately and to return to work or suffer possible disciplinary action as provided for in this Article. The Lodge further agrees to act through its officers and representatives and to use all reasonable efforts at its command and within its power to terminate promptly any such interruption of work.

**Section 4.** In the event the provisions of Section 1 herein are violated, as determined by a court of competent jurisdiction, the City reserves the right to:

A. terminate this Working Agreement and said termination shall become effective upon delivery of such written notice thereof to the Lodge; and/or

B. pursue all legal remedies available for the violation of this Article, and costs and attorney fees related thereto.

## **ARTICLE 10 DECLARATION OF DISASTER**

**Section 1.** Any provision of this Working Agreement which would impede or hinder the Chief of Police in the utilization of appropriate police powers in the management of the Police Department during the term of a disaster, as defined in *Indiana Code* § 10-4-1-3, as it may be

amended, and as declared by the Chief of Police or other appropriate officials under said state law, shall be temporarily suspended by him during the term of said disaster.

## **ARTICLE 11**

### **PERSONNEL/OFFICE OF PROFESSIONAL STANDARDS FILES**

#### **Section 1. Access to Personnel Files**

A. The Chief of Police shall maintain personnel files for all Employees covered by this Agreement. Each Employee shall be allowed to examine the contents of his or her Personnel File in the Chief of Police's Office during regular City business hours. In addition, such Employees may receive copies of the materials in their Personnel File. Such copies shall be made within a reasonable period of time by the Chief of Police's Office.

B. All Employees shall be notified in writing and/or by other means of legitimate communications of additions or deletions to their Personnel Files within fourteen (14) days after the entry.

C. The Employee may not remove any document from his or her Personnel File but may challenge, in writing, any data believed to be inaccurate. The Chief of Police or a Division Chief may investigate challenges made. In addition, if there is any comment adverse to the Employee's interest in his or her Personnel File, he/she may file a written response with the Chief of Police. Said written response shall be attached to said adverse comments.

D. After an Employee has left employment, his or her Personnel File shall be sealed and shall remain sealed, provided that a file may be unsealed by reason of compliance with a subpoena, lawful public records request, discovery in litigation, consent of the Employee or by the Chief for internal comparison purposes. Unless the file is being compared for internal purposes or reviewed by the City Attorney to defend the City/ Department in litigation, the former Employee shall be notified of such action within fourteen (14) days after such action occurs.

E. The Mayor, Attorney to the Board of Safety, City Attorney, and the City Controller, or their designated representative may read and view said Personnel Files in the performance of their duties. The City Attorney or his/her designee may also copy said Personnel Files in the performance of his/her duties.

**Section 2.** It is understood that the information retained by the Office of Professional Standards is not included in an Employee's Personnel File. After completion of an investigation by the Office of Professional Standards and after the Police Chief's review, determination, and recommended discipline, if any, the affected Employee shall have access to and may request copies of his or her own statement contained in his or her file in the Office of Professional Standards and the investigation conclusion contained therein, except that all information related to witnesses and investigation notes shall remain confidential and non-disclosable to the Employee. The Mayor, Chief of Police, Attorney for the Board of Public Safety, City Attorney, Office of Professional Standards personnel, or their designated representative may read and copy said Office of Professional Standards files in the performance of their duties.

If the Chief of Police recommends that charges be brought, the Board of Public Safety may not read or view such file until it is introduced into evidence or said charges are disposed of pursuant to applicable procedures.

If an Employee requests a hearing regarding disciplinary charges, and has an attorney representative for the hearing, then said attorney representative may view the information within the Office of Professional Standards file regarding the charges currently before the Board in order to defend the employee. However, any documents or evidence are for said attorney's eyes only and are not to be distributed to any other person, as they must remain confidential. Any copies of documents or evidence relating to Office of Professional Standards files, which were given to said attorney in order to defend Employee, must be destroyed after the hearing has concluded.

A notation shall be made in said Employee's Office of Professional Standards file as to the name, date, and purpose of every individual who reviews said file, and the name and date to whom copies have been given pursuant to this Section.

**Section 3.** Exceptions. Personnel Files and Office of Professional Standard's Files shall not be made available for inspection except as provided herein, or pursuant to a valid Court order, or if the Employee consents in writing. Disciplinary action contained in an Employee's personnel file may be disclosed as required pursuant to a request under Indiana Code § 5-14-3-1 et al.

**Section 4.** Upon completion of the investigation and any resulting discipline, the file of the Office of Professional Standards shall be sealed and labeled Personnel File - OPS Investigation - (Date) and placed in the personnel file. Any conflict between the rights of access in Section 1 of Article 7 and this paragraph shall be resolved in favor of this paragraph.

## **ARTICLE 12 SICK LEAVE**

**Section 1.** Paid sick leave provisions are summarized as follows, and shall not be reduced or diminished during the term of this Working Agreement.

### **Section 2.**

#### **A. Sick Leave Cost Reduction Program.**

(1) The following Sick Leave Cost Reduction Program shall continue for the duration of this Working Agreement and shall apply to all sworn Employees of the South Bend Police Department. This program is continued for the purpose of encouraging the conversion of sick time and the costs thereof, which has been demonstrated by the program being in effect for the past several years.

(2) Each year of this Agreement, Employees shall be compensated for the relinquishment of earned sick time as follows:

- (a) One (1) day's pay for each earned sick day relinquished with a maximum of eight (8) days per year.



(b) In the event an Employee is compensated for the relinquishment of earned sick time in a given year, the number of paid sick days to which said Employee is entitled under B.(1) of this section will be reduced by the same number of sick days for which compensation is received.

(c) An Employee shall not be compensated for sick days which have already been accrued in his/her sick bank. The only days eligible for conversion each year are those sick days earned within that particular year.

(d) An officer is not eligible to participate in the Sick Leave Cost Reduction Program unless he/she has at least twelve (12) days accrued in the sick leave bank.

(3) The rate of pay for compensation for conversion of sick time in the schedule listed herein shall be the then current rate of pay for the rank of 1st Class Patrolman. Payment shall be made to Employees for sick time conversion on or before December 15th of each year.

**B. Paid Sick Leave Account.**

(1) Employees hired shall be entitled to accrue a maximum of eight (8) paid sick days per calendar year.

(2) Employees shall be entitled to accrue a maximum of ninety (90) sick days in a sick leave bank.

**ARTICLE 13  
BEREAVEMENT LEAVE**

**Section 1.**

A. In the event of a death in the immediate family, all sworn Employees of the South Bend Police Department shall be entitled to leave.

B. Funeral Leave means that in the event of a death in the immediate family, all sworn Employees of the South Bend Police Department shall be entitled to funeral leave. Notice of need for funeral leave shall be presented to the officer's Commanding Officer as soon as possible under the circumstances.

Funeral Leave shall be up to three (3) consecutive working days of leave with pay, except that only one (1) working day of leave with pay shall be permitted to attend the funeral of a spouse's grandparent. Additional time may be authorized by the Employee's Commanding Officer upon verification by the Employee of need for travel time or other special circumstances. The decision of the Commanding Officer as to the authorization of additional days of leave with pay may be appealed to the Division Chief and Chief of Police.

The term "immediate family" means husband, wife, son, daughter, step-son, step-daughter, step-mother, step-father, father, mother, father-in-law, mother-in-law, brother, sister, grandparents, grandchildren, or other blood relatives, if those other blood relatives have resided in the Employee's household continuously for more than one (1) year. Funeral leave shall not be authorized upon the death of any other person(s).



## **ARTICLE 14**

### **OVERTIME / HOLDOVER TIME**

#### **Section 1.**

A. An Employee, who is required to remain on duty in excess of the regularly scheduled work day, shall be entitled to overtime pay. Such sworn Employee shall be paid at the rate of one and one-half (1 1/2) times his or her normal rate of pay. Overtime shall be calculated by quarter- hour increments.

B. Overtime shall commence after 8.5 hours of continuous work for uniform officers on a "6/3" schedule and 8.0 hours of continuous work for employees on a "5/2" schedule. During the term of this Agreement, shift start and end times may be changed not more than once per calendar year unless mutually agreed upon by the FOP.

Any change to the shift starting and ending time will be made upon 30 days notice to all affected employees.

This provision shall not affect the authority of the Chief in emergencies to schedule as needed for such emergencies.

C. A day off shall commence at the end of shift on the last scheduled work day. The day "on" shall commence on the hour of the officer's first day back.

This provision shall not affect the authority of the Chief in emergencies to schedule as needed for such emergencies.

D. Employees assigned to a 5 and 2 shift will work primarily a Monday through Friday work week. Both the work week and the times listed in this section are subject to temporary changes due to crime trends. Any such change shall be made by the Chief of Police, and at least 72 hours advanced notice shall be given to the affected Employees, to include officers in Investigative Services and Administrative Divisions. The Chief of Police shall always make reasonable efforts to distribute fairly any necessary temporary changes among Employees.

**Section 2.** The procedures and practices for Employees to claim overtime, as currently set forth in the South Bend Police Department Duty Manual (the "Duty Manual"), are summarized below in paragraphs A and B. The procedures and practices are subject to change to allow the Department to institute a more efficient system (including but not limited to an electronic based system). Any change in the Duty Manual related to the procedures or practices for overtime claims shall not affect the provisions of §1 of Article 13.

A. All claims for overtime pay shall be submitted on a "blue card" (or other appropriate procedure as referenced in Article 13, §2)" by the Employee incurring said overtime and shall be signed by a Supervisor. Said "blue card" (or other appropriate procedure as referenced in Article 13, §2)" shall be filled out completely and accurately and shall include the case number, the dispatch number, or other justification for incurring said overtime.

B. All claims for overtime pay must be submitted at the time earned and shall be paid with the next regularly scheduled pay check covering the period in which overtime was earned.

## ARTICLE 15 RECALL/MINIMUM STAFFING

**Section 1.** Voluntary Recall Overtime procedures are set forth in the Duty Manual. These provisions are summarized as follows and shall not be reduced or diminished during the term of this Working Agreement.

A. Supervisors within the Police Department shall follow a uniform standard for selecting Employees for voluntary recall.

A. A sign-up roster shall be maintained for use in selecting officers for regularly occurring recall.

B. Any Employee qualified and trained for the position to be filled may sign the roster. All officers must sign roster(s) using their name and PN#.

C. Any Employee qualified and trained for the position to be filled may sign the roster.

D. The supervisor responsible for the hiring of recall Employees shall recall according to Article 14, Section 2, of the Working Agreement. Division, shift, and section or unit assignments shall be utilized in determining primary groupings. For example, a night shift uniform sergeant may be selected first for work in the night shift in the uniform division.

E. A rotational system will be employed to allow for selection of equally qualified Employees who may sign up for the same day.

F. Every effort shall be taken to insure no Employee works so frequently as to become vulnerable to stress and fatigue. Employees shall work no more than 16 hours straight in a 24 hour period, unless an incident necessitates otherwise.

G. In certain instances, such as Communications, a limited amount of Employees are qualified to serve in recall situations. Consideration in hiring needs to be given to those who are from outside the primary group and wish only to work on limited occasions to maintain job proficiency.

H. All claims for recall shall be submitted on a "blue card" (or other appropriate procedure as referenced in Article 13, §2) by the Employee incurring the recall time and shall be signed by a supervisor. Said "blue card" (or other appropriate procedure as referenced in Article 13, §2) shall be filled out completely and accurately.

I. All claims for recall pay must be submitted at the time earned and shall be paid as soon as possible, but no later than the pay cycle following the submission of the "blue card" (or other appropriate procedure as referenced in Article 13, §2) and forwarding of the approved record to payroll.

J. Employees shall receive a minimum of four (4) hours of pay for working recall on their day off and a minimum of two (2) hours of pay for working recall

when off duty on a regular scheduled work day. Recall time extending beyond the two (2) and four (4) hour minimum rule shall be calculated by quarter hour increments. Recall shall be paid at the rate of one and one half (1½) times the Employee's regular rate of pay.

B. For purposes of this Article, "day off" shall commence upon the completion of the last scheduled tour of duty on the last regularly scheduled work day prior to regularly scheduled days off and shall end at the beginning of the next regularly scheduled tour of duty to be worked.

**Section 2.** Any Employee qualified and trained for the position to be filled may sign the posted recall sheet, however, the shift commander or designee shall have the discretion on filling the position(s). First consideration in filling a "beat" assignment shall be given to a "beat" officer of comparable rank (i.e. a Patrolman shall be given priority on filling "beats" before a ranking officer). This article applies to all posted overtime, with the following considerations and exceptions:

A. Priority in consideration as follows for Patrolman assignments.

A. Patrolmen from the Division and shift involved shall be given first priority for any posted overtime that would normally be staffed by a Patrolman.

B. Patrolmen from the same Division where the overtime is needed shall be given the next priority for any posted overtime that would normally be staffed by a Patrolman.

C. Sergeants and Lieutenants from the same Division and shift involved shall be given the next priority for any posted overtime that would normally be staffed by a Patrolman.

D. Sergeants and Lieutenants from the same Division shall be given fourth priority for any posted overtime that would normally be staffed by a Patrolman.

E. All others trained and qualified for the "beat" position shall be the fifth priority for any posted overtime that would normally be staffed by a Patrolman.

B. Supervisor Recall.

A. Sergeants or Lieutenants from the Division and shift involved shall have first priority for any posted overtime that would normally be staffed by a Supervisor.

B. Sergeants or Lieutenants from the same Division shall have second priority for any posted overtime that would normally be staffed by a Supervisor.

C. Sergeants or Lieutenants who are trained and qualified for the Supervisor position from all other Divisions shall have third priority.

D. Any "grant" or "special event" recall shall be picked on a normal rotation without being rank or division specific.

**C. General rules for selection:**

A. When it is certain that there will be a vacancy, an officer who has already signed up will be selected to fill the vacancy which shall be made as soon as reasonably possible.

B. A selected officer may withdraw his/her name from the list more than 48 hours before the start of the assignment without penalty. After that time (emergencies excepted), if he/she withdraws from the assignment, he/she shall lose any preference on sign-ups for 30 days in addition to any other appropriate penalties. An officer who has not yet been notified of his/her selection may withdraw his/her name from the list at any time without penalty.

C. When more than one officer from the same priority group has signed up for an assignment, the officer who has gone the longest time without being selected to work recall shall be selected.

D. Any Chief of Police specified recall is not subject to a Division or Shift priority. These types of recall typically may require specialized training or equipment.

E. An officer, regardless of rank, will be allowed a "pick priority" once during a day off cycle. The officer's first pick in said cycle will be their "priority pick". For those Employees in the Uniform Division it would be one "pick priority" from their first working day through and including their last day off. For those Employees in the Services and Investigative Divisions it would be one "pick priority" from their first working day through and including their last day off. For any additional selections the Employee would fall into the last option.

F. Any list posted for recall for needs known in advance shall be posted for a minimum of four (4) days before selections are made.

**Section 3. Minimum Staffing.**

A. The City and the Lodge are committed to providing a safe environment for the well-being of all Employees as well as ensuring that the needs of the community are met on a daily basis.

B. The City shall take reasonable steps to maintain a Uniform Shift Strength on each of its three basic shifts that is necessary to meet the daily public safety needs and officer safety concerns. The Detail Commander shall consider such matters as crime trends, special events, threats to public safety, community climate and other factors to determine on a daily basis that all needs are met.

C. To ensure that levels never fall below a certain minimum staffing level at the start of a shift, the city shall always maintain a number of officers on the street equal to the following numbers:

First Detail – 19  
Second Detail - 19



### Third Detail – 19

The Department Administration and the Lodge agree to develop a strategy to supplement the Patrol shifts with additional officers.

If during the duration of the shift, unless known in advance, an officer is not able to complete his or her shift because of injury, sickness, or administrative leave, the detail commander will make a reasonable attempt to replace this officer to stay at minimum levels if the time remaining on the shift is equal to or greater than four hours. This number would not include anyone assigned as a supervisor or K-9 unit.

D. For needs not known at least an hour in advance of the start of a shift, or for needs known previously that cannot be filled by the routine posting of recall sheets, the Detail Commander will first ask for volunteers from the previous shift. If none come forward in a reasonable amount of time the Detail Commander will then ask for volunteers from officers working grant patrols as long as reassignment will not have a significant negative impact or effect on the purpose of the grant. If none come forward in a reasonable amount of time, at the discretion of the Detail Commander, the officers needed to meet the minimum staffing number from the previous shift will be required to work mandatory recall.

## ARTICLE 16 COURT TIME PAY

**Section 1.** Court Time Pay provisions are provided for in the salary ordinance passed by the South Bend Common Council covering officers of the South Bend Police Department. These provisions are summarized as follows and shall not be reduced or diminished during the term of this Working Agreement.

A. If a sworn member of the South Bend Police Department is subpoenaed to court or is ordered to appear at any given location to validate a complaint or warrant, and if that sworn member is off-duty, that officer or sworn member shall be paid overtime. Such court time pay shall be paid at the overtime rate of pay. Such officers and sworn members shall receive a minimum of four (4) hours of pay for appearing on their scheduled day off; and a minimum of two (2) hours of pay for appearing when off duty on a regular scheduled work day.

**Section 2.** Court Time provisions are set forth in the South Bend Police Department Duty Manual, Section 475. These provisions are summarized as follows and shall not be reduced or diminished during the term of this Working Agreement:

(1) If a sworn officer is ordered or subpoenaed to appear during off duty hours before any court, administrative body (i.e. civil, probate, Board of Public Safety, Alcohol beverage Board, etc.), or at the County Prosecutor's office to validate a complaint or warrant pertaining to incidents investigated by such officer as a result of his/her duty assignment, whether civil or criminal in nature, excepting only disciplinary matters in which the officer concerned is the accused, said officer shall receive overtime. Such court time shall be paid at one and one half (1 1/2) times the officer's regular rate of pay. Officers shall receive a minimum of four (4) hours of pay for appearing on their day off, and a minimum of two (2) hours of pay for appearing when off duty on a

regular scheduled work day. Notwithstanding the previous sentence, Officers regularly assigned to the third detail who are not otherwise on duty shall receive a minimum of four (4) hours of pay for appearing in court.

(2) When an officer is subpoenaed to appear during his or her regularly scheduled work period and his or her appearance extends beyond his or her shift, no minimums shall apply. Time will be paid in quarter hour increments for that time extending beyond the end of his or her regular shift. Time will be paid as soon as possible, but no later than the pay cycle following the submission of the "blue card" (or other appropriate procedure as referenced in Article 13, §2) and forwarding of the approved record to payroll, which approval shall not be unreasonably delayed. Only one minimum of two (2) or four (4) hours shall apply per day, except that officers regularly assigned to the third detail will receive a minimum of one (1) hour of pay for appearing in Court on a different matter more than four (4) hours after the first appearance that day.

A. Court time pay incurred over and above the two (2) or four (4) hour minimum rule shall be calculated by quarter-hour increments.

B. Sworn officers who are subpoenaed or ordered to appear before a court, administrative body, or at the County Prosecutor's office are not entitled to court pay under this article if said appearance is the result of any situation or incident which is a result of an officer's part-time employment.

C. All claims for court time pay shall be submitted on a "blue card" (or other appropriate procedure as referenced in Article 13, §2) by the officer incurring said court time. Said "blue card" (or other appropriate procedure as referenced in Article 13, §2) shall be filled out accurately and completely and shall include a copy of the subpoena or the order to appear. The case number or citation number must be printed on the card. In the event that no case or citation number has been issued, the name of the defendant, charge and date, must be printed on the "blue card (or other appropriate procedure as referenced in Article 13, §2)".

D. All claims for court time pay must be submitted at the time earned and shall be paid with the next regularly scheduled pay check covering the period in which the court time was earned.

## **ARTICLE 17 VACATION**

**Section 1.** Vacation provisions are summarized as follows and shall not be reduced or diminished during the term of this Working Agreement:

A. Employees hired and sworn before December 31, 1986, shall be entitled to twenty-eight (28) days vacation annually.

B. Employees hired and sworn after December 31, 1986. Shall be entitled to vacations pursuant to the following schedule:

0-1 year of service	-	1 day per month after six (6) months
1-3 years of service	-	11 days annually
4-5 years of service	-	14 days annually
6-10 years of service	-	15 days annually
11-15 years of service	-	19 days annually
16-19 years of service	-	22 days annually
20 + years of service and over	-	25 days annually

**Section 2.** Vacation provisions are set forth in the South Bend Police Department Duty Manual.

These provisions are summarized as follows and shall not be reduced or diminished during the term of this Working Agreement:

Vacations shall be selected by seniority, shift, day off group, assignment, or satellite specialty unit assignment. There shall be no more than three (3) separate vacations, unless exception is made by the Captain and/or shift/unit commander. All vacation must be selected by January 31st of each year.

Upon separation from the Department, the City shall reimburse the separating Employee from vacation earned and not used as of the date of separation.

Earned vacations shall not accumulate from year to year, except in the case when an Employee incurs an on-duty injury where said vacation cannot be used in light of the medically required recovery period. In such cases, earned vacation time shall be paid to the Employee at the rank and year earned, or carried over to the next year at the Employee's choice, provided a physician of the City's choice shall verify that the medically required recovery period prevents the Employee from performing the duties he/she may be assigned and the Employee's total vacation days used shall not exceed the total number of days actually worked during the carry-over year. However, this section shall not prevent any Employee from using any vacation days previously selected for the carry-over year. All other unused vacations shall be forfeited unless addressed otherwise pursuant to the South Bend Police Department Duty Manual.

**Section 3.** Vacation time, once picked, shall be honored even in the event of an involuntary shift transfer, provided however, that such shift transfer is not connected with disciplinary action.

## **ARTICLE 18 MEAL PERIODS**

**Section 1.** A paid meal period of thirty (30) minutes per shift shall be permitted for each Employee, except in the event of an emergency as deemed necessary by the person in charge of

the Bureau of Communications or his or her designee. The cost of said meal shall be the responsibility of the Employee and shall not be paid for by the City.

**Section 2.** The meal period must be completed during the first seven (7) hours of the Employee's shift.

## **ARTICLE 19 HOLIDAYS AND CRITICAL DUTY DAYS**

Critical Duty Day pay stipend is set forth in the South Bend Common Council salary ordinance.

### **Section 1. Holidays for Investigative, Service and Administrative Divisions.**

A. This section shall apply only to those Employees who work Monday through Friday as their regular work schedule.

B. The Board of Public Safety, by Resolution, shall designate ten (10) holidays which shall fall Monday through Friday. Employees shall not be required to work such designated holidays and shall not have any financial deductions made from their pay checks for such days off

C. If an Employee selects his or her vacation pursuant to the provisions of the *South Bend Police Department Duty Manual*, and if one of the officially designated ten (10) holidays falls within said selected vacation period, said Employee shall not be charged a vacation day on that holiday.

### **Section 2. Critical Duty Days for the Patrol Division and SFU.**

A. For all Employees of the Patrol Division and all other Employees who work a 6 and 3 schedule, the Board of Public Safety, by Resolution, shall designate eight (8) Critical Duty Days. Critical Duty Days shall reflect those dates, which due to their very nature in the year, and/or activities held on such dates, and/or anticipated calls for service which may result in Employees being inconvenienced in their personal lives to work on such important dates. The City acknowledges that Critical Duty Days cannot be divided evenly among the day off groups.

B. Any Employee who actually works a designated Critical Duty Day as part of the Patrol Division shall receive the critical duty day stipend as set forth by South Bend Common Council Ordinance.

C. If any 6 and 3 Employee, or employee working a variation of the 6-3 assignment, is needed to work any designated Critical Duty Day other than as part of their regular duty assignment, such Employee will be selected by the Chief of Police, or his/her designee, in accordance with the recall overtime procedures, voluntary or required, whichever is applicable, for filling the needs for additional Employees. Such Employees, in addition to overtime pay, shall receive the normal Critical Duty Day stipend.



**Section 3. Miscellaneous Provisions.** For purposes of this Article, the Critical Duty Day shall start at the beginning of the first detail of the patrol division, which is the detail which succeeds the detail which is on at midnight and shall last twenty-four (24) hours.

A. A 6-3 Employee, or variation within a 6-3 scheduled assignment, who works less than the entire shift for a reason other than an injury on the job will receive a prorated Critical Duty Day stipend. If a 6-3 Employee, or variation within a 6-3 scheduled assignment, is needed to work any designated Critical Duty Day other than as part of his or her regular duty assignment, such Employee will be selected by the Chief of Police, or his/her designee, in accordance with the recall overtime procedures, voluntary or required, whichever is applicable, for filling the needs for additional Employees. Such Employees, in addition to any Critical Duty Day stipend, shall receive the normal overtime pay.

B. If a 5-2 Employee is called in on a designated Critical Duty Day due to an emergency, he/she shall be entitled to the prorated Critical Duty Day stipend, as well as any overtime provisions for which he/she may qualify. If a 5-2 Employee is needed to work any designated Critical Duty Day other than as part of his or her regular duty assignment, such Employee will be selected by the Chief of Police, or his/her designee, in accordance with the recall overtime procedures, voluntary or required, whichever is applicable, for filling the needs for additional Employees.

C. Officers assigned to S.R.O., or the South Bend Community School Corporation or multi-jurisdictional agencies shall, while so assigned, not be eligible for Critical Duty Day pay while working as part of their regular duty assignments. Such officers shall be eligible for Critical Duty Day pay when temporarily assigned to a regular detail or if selected by the Chief of Police or his/her designee in accordance with recall overtime procedures for filling the needs for additional employees.

D. ILEA Academy personnel must submit and adhere to ILEA Academy guidelines, hours, all rules and regulations as well as those mandated by the SBPD.

## **ARTICLE 20**

### **ANNUAL CASH ALLOWANCE - REQUIREMENTS TO RECEIVE**

#### **Section 1. Requirements to receive.**

A. An annual cash allowance to defray the costs of the replacement, purchase, maintenance and cleaning of the Employee's uniform and the charging or re-charging of radio equipment shall be provided by the City to each Employee. The initial uniform issue shall be the City's expense. All maintenance, repair, replacement, cleaning and upkeep of the items provided in the initial uniform issue shall be borne by the Employee pursuant to the provisions of the South Bend Police Department Duty Manual. Failure to abide by such procedures may result in monetary deductions to such annual cash allowance.

B. The City shall create and maintain a procedure to make temporarily available to on-duty Employees replacement safety-related equipment such as radios and flashlights at all times in the event of failure of such equipment. This provision shall not relieve Employees of their obligation to maintain, repair, and clean items issued to Employees as set forth in Section 1(A).

**Section 2.** Annual cash allowance provisions are addressed in the salary Ordinance passed by the South Bend Common Council. One-fourth (1/4) of the annual sums authorized by the South Bend Common Council shall be paid each calendar quarter. Said total annual amounts shall be as follows unless reduced as set forth in Section 1 of this Article:

<u>2015</u>	<u>2016</u>
\$1400.00	\$1400.00

Said annual cash allowance shall be prorated in the first year of employment from the Employee's hiring date until the end of the calendar year. Said allowance shall be prorated in any year an Employee or officer retires, resigns, or otherwise leaves employment.

## **ARTICLE 21 INSURANCE.**

**Section 1.** Employees who have met the eligibility requirements shall have the opportunity to participate in the City's comprehensive major medical insurance program. The insurance program provided by the City to officers and sworn members [Employees] shall be maintained at a level of benefits not less than the level of benefits received by the majority of all other City employees.

**Section 2.** The contribution of the Employees shall be no greater than the contribution of other City employees receiving the same benefits through the City's self-funded insurance program.

**Section 3.** The City shall maintain a comprehensive major medical insurance program in which police pensioners may participate until reaching 65 years of age or until they become Medicare eligible, whichever occurs later. The program shall contain comprehensive major medical insurance at the same level of benefits as is available to Employees of the Department. The contribution of eligible police pensioners shall be no greater than the contribution required of other City retirees receiving the same benefits. No pensioner who is currently participating in such program shall be subsequently excluded because of this section.

The election to participate shall be made within 30 days after receiving notice of qualification for a Pension. If no election to participate is made in that time, the Pensioner is no longer eligible to join the City's program.

Widows and Widowers of Police who desire single or single plus minor dependent health insurance coverage from the City's self-funded insurance program shall pay the same rates as their former husband or wife would have paid. Coverage shall cease when the Widow or Widower becomes Medicare eligible. A new spouse of the Widow or Widower shall not be eligible for insurance.

**Section 4.** The City of South Bend shall provide life insurance coverage to each Employee at a level of benefits not less than the level of benefits received by other public safety employees.

**Section 5.** Election to Leave the City's Insurance Program. The City shall pay any Employee who elects not to participate in the health insurance program a rebate equal to any

rebate that may be offered to other City Employees. This election shall not be mandatory and the Employee may return to the City's program provided that the conditions of the City's insurance plan are met and the contributions specified in Section 2 of this Article are made. However, the City will pay no more than one rebate per household.

**Section 6.** The City's insurance program shall continue to be reviewed by the Health Care Insurance Committee under the direction of the City Controller to which the FOP has a representative and, should any changes be made in the City's insurance program, Employees and eligible police pensioners shall be informed not less than ninety (90) days prior to any change. Nothing of this Article is intended to restrict the freedom of the FOP to consult with the City Controller on health or life insurance matters.

## **ARTICLE 22 PERSONAL DAYS**

**Section 1.** During the term of this Agreement, each Employee with more than one (1) full year of service shall receive on January 1st of each year of this agreement, seven (7) days of Personal Time for use in that year. During his or her first year of service a sworn member shall receive one (1) day of personal time for each fifty- two (52) days of service. Upon the first anniversary date of swearing in, each Employee shall receive Personal Time to use in the remainder of that calendar year in an amount equal to one (1) day for every fifty (50) calendar days remaining the year plus one (1) additional day for any fraction remaining, not to exceed a maximum of seven (7) days.

**Section 2.** Personal days are designed to be used on a "use it or lose it basis". Nevertheless, the Lodge and City agree personal days may be added to and must be used in the next calendar year's first quarter up to a maximum of two (2) days, if said days were requested pursuant to this Article and officially denied to be used by the City and so documented in the previous calendar year. The parties further agree that unused Personal Days may be rolled into the sick leave bank up to the maximum set forth in Article 11 of this Agreement. Additionally, personal days may be added to vacations selected pursuant to Article 16 of this Agreement with the following maximum amounts being applied:

5 and 2 Personnel: Up to five (5) days at a time

6 and 3 Personnel: Up to three (3) personal days added to the front of a vacation and up to three (3) days added to the end of a vacation.

Upon request, one (1) Sergeant or Lieutenant in the Uniform Division shall be granted a personal day on each shift. A maximum of two (2) Patrolmen in the Uniform Division may be off on personal days on each shift unless the grant of personal days pursuant to this Section would serve to reduce the shift strength below 20.

**Section 3.** Each Employee shall have the opportunity to earn by August 1st of each year, three additional days of personal time through shooting during regularly scheduled departmental shoots. All shooting days which are earned shall be taken in the same year or first quarter of the following year.

**Section 4.** Requests for Personal Time shall be made in writing to the Employee's Shift Commander (or designee) or Division Chief, seventy-two (72) hours in advance of the day requested but no more than thirty (30) days in advance, except in the case of personal emergency. After a personal emergency a follow-up written confirmation will be tendered by the Employee on or before the first shift when the Employee returns to work. If two or more Employees request the same day on the same calendar date, then a drawing of lots shall decide the recipient of the personal day. All requests shall be made only on each member's respective shift.

**Section 5.** The Chief of Police may implement a physical fitness program under such terms and conditions as he/she sees fit. Such program shall be voluntary during 2011, but may be made mandatory thereafter.

**Section 6.** In the event an Employee has used all of his or her sick time at the time of an absence, such absence will be compensated with any unused personal time accrued by the Employee.

## **ARTICLE 23 RETIREMENT SICK LEAVE BUY-BACK**

**Section 1.** Employees of the South Bend Police Department may accumulate within a sick-day bank a maximum of ninety (90) days.

**Section 2.** Upon a minimum of fourteen (14) days' notice prior to retirement, any Employee of the South Bend Police Department may sell back to the City any number of sick days which he or she has accumulated in his or her sick bank up to a maximum of ninety (90) days. The rate of reimbursement shall be one-half (½) of the hourly rate of base pay for the rank of 1st class Patrolman.

**Section 3.** All payments made pursuant to the City's Retirement Sick-Leave Buy Back Program for the South Bend Police Department shall be paid in one (1) lump sum payment by the City on the next regular payday following the effective date of the Employee's retirement from the Department, or as soon thereafter as possible.

**Section 4.** The policy in Section 2 shall also apply to all Employees who separate from the Department, except those discharged for cause.

## **ARTICLE 24 TRADING OF DAYS**

**Section 1.** An Off-Duty Officer may replace a Duty Day Officer. The process is summarized as follows and shall not be reduced or diminished during the term of this Working Agreement:

An Employee may have an off-duty Employee work for him/her on his/her normal tour of duty. The requesting Employee will submit an officer's report to his or her supervisor three (3) days in advance of the switch.



Both the requesting Employee and the Employee making the trade will sign the bottom of the officer's report.

If for any reason neither Employee shows for that tour of duty, the Employee who agreed to switch and work that day will be held accountable and listed as AWOL.

Trading time, as described above, shall only be permitted among Employees within the same job classification, in order to ensure that all duties and responsibilities are properly dispensed. i.e. A Patrol Sergeant asking a Lab Technician Sergeant to switch days is unacceptable since the Lab Technician may be able to perform patrol duties, but the Patrol Sergeant may not be able to perform lab duties.

**Section 2.** To define the parameters and procedures for donating time between ranks and, by agreement, incorporate the same into the Working Agreement between the parties.

- A. It is the intention of the parties that any earned and unused vacation, sick, and/or personal time may be donated to another member of the SBPD who is ill or injured and has exhausted all available paid leave time with the City.
- B. Members shall be permitted to donate time to members of equal or lesser rank only.
- C. Time donation shall be documented by sending an email to the Support Division Financial Specialist or his/her designee. All donations shall be used on a first in-first out basis.
- D. All such donations of time which may be approved by the City shall be cost-neutral or a cost-savings to the City.

## **ARTICLE 25**

### **POLICY FOR ATTENDING CHILD'S BIRTH**

In the event of a child born to an Employee (either as the mother or the father of the child) or to an Employee's spouse, an Employee, as defined herein, shall receive three (3) days leave time without loss of pay to attend the child's/children's birth(s), upon the approval of the Chief of Police or his or her designee, whose approval shall not be unreasonably withheld. Such time may be only be taken as follows: One (1) day on the day of the child's birth, and two (2) days within 7 calendar days after the birth. Any additional time shall be at the discretion of the Chief of Police, or in his/her absence, the shift commander, which such additional time shall be deducted from the Employee's personal day account.

**ARTICLE 26**  
**FAMILY LEAVES AND MEDICAL LEAVES OF ABSENCE**

The City agrees to fully comply with all provisions of the Family Medical Leave Act of 1993 as it exists on the date this Agreement goes into effect. For additional information, please see [www.dol.gov/whd/fmla](http://www.dol.gov/whd/fmla). Any issues regarding New Child Leave, Family Leave, and Employee Family or Medical Leave not covered by the Family Medical Leave Act of 1993 shall be determined by City Policy.

**ARTICLE 27**  
**LEAVE OF ABSENCE**

Leaves of absence may be granted by the Board of Public Safety only for the purposes specified in federal, state or local law.

**ARTICLE 28**  
**PAY DAYS**

**Section 1.** Police officer's and sworn members [Employee's] scheduled pay days shall be posted annually.

**Section 2.** Overtime pay shall be paid as soon as possible, but no later than the pay cycle following the submission of the blue card (or other appropriate procedure as referenced in Article 13, §2) and forwarding of the approved record to payroll, which forwarding shall not be unreasonably delayed.

**ARTICLE 29**  
**SENIORITY, LAY OFF, AND RECALL**

**Section 1.** Seniority shall mean the total length of continuous service as an Employee of the South Bend Police Department of the City.

**Section 2.** The City shall maintain a roster of Employees, arranged according to seniority, showing the name, position, date of hire, and shall furnish a copy of said roster to the Lodge during the first month of each calendar year.

**Section 3.** An Employee shall lose his or her employment status, including seniority, if he/she resigns or quits, is discharged, retires, or has been on lay off status for three (3) years. Employees shall also lose his/her eligibility for reinstatement if the Employee has not kept the City of South Bend informed of his/her current address and is eligible for reinstatement under all Indiana laws.

**Section 4.** A "lay off" is defined to be a necessary reduction in the work force of the Police Department. Lay offs shall be made in the reverse order of seniority; that is the Employee with the least seniority shall be laid off first, and the Employee with the most seniority shall be laid off last.

**Section 5.** A "call back" shall be an increase in the work force of the Police Department following a lay off. Call back shall be made by seniority with the employee with the most seniority being the first individual to be called back, and the employee with the least seniority being the last individual to be called back.

**Section 6.** Any Employee laid off shall be given at least thirty (30) days' notice prior to the lay off. No Employee's position shall be replaced by civilian or volunteer help. Notwithstanding the foregoing, the City shall be allowed to replace such employee's position through attrition.

**Section 7.** The City shall not enter into subcontracted agreements providing for police services currently provided for by the Police Department where such subcontracting results in an Employee being laid off from the department, or affecting recall.

**Section 8.** Openings for day shift patrols shall be posted for a time period decided by the Chief of Police. The Chief shall consider seniority, together with an employee's experience and qualifications as the basis for his/her decision for a shift transfer.

**Section 9.** An Employee shall be informed of his/her reinstatement by written notice sent by certified mail to his/her last known address, within twenty (20) calendar days after notice of reinstatement is sent to an Employee, he/she must advise the City of South Bend of acceptance of reinstatement and that he/she will be able to commence employment in the date specified in the notice. All reinstatement rights granted to an Employee terminate upon his/her failure to accept reinstatement within that twenty (20) day period.

## **ARTICLE 30 WORK RELATED INJURIES**

**Section 1.** Any employee who suffers an injury while performing his or her duty or contracts illness caused by the performance of his or her duty with the Police Department and is unable to work, shall be paid as set forth in Indiana Code § 36-8-4-5, as it may be amended.

**Section 2.** Any employee who suffers an injury while performing his or her duty or contracts illness caused by the performance of his or her duty with the Police Department, shall be paid his or her regular wages and benefits as set forth by appropriate ordinance for his or her classification which the employee would have received if on duty and shall continue to receive such wages and benefits until said Employee is determined to be fit for duty or until placed on pension disability pursuant to the applicable state statutes.

**Section 3.** Each Employee shall cooperate with the City in the enforcement of its rights against the third party pursuant to I.C. 36-8-4-5(c).

## **ARTICLE 31 WORKWEEK**

**Section 1.** The Tour of Duty as of the effective date of this Working Agreement shall be as follows:

Six (6) days on duty with three (3) days off duty; or

Five (5) days on duty with two (2) days off duty.

Tour of Duty shall mean the shift during which an Employee is on duty. In the event it is determined that an additional Tour of Duty of Four (4) days on duty with three (3) days off duty, or variation of (e.g. 4 on 3 off, 3 on 4 off, or 4 on 4 off), a separate ratification vote of the Lodge shall be required before implementation of the same.

**Section 2.** Special Details, including the Street Crimes Unit and similar type of special operations, and other work assignments shall be made at the Police Chief's discretion. Details shall end their Tour of Duty upon the completion of roll call (including required duties) of the relieving Detail, provided that overtime shall be paid for the time spent in excess of the regular work day as provided in Article 14 herein.

## **ARTICLE 32 INDEMNIFICATION**

**Section 1.** The City shall indemnify and hold harmless each Employee from claims, suits, costs and judgment because of the acts or omissions of the employee arising out of and/or in the course of the performance of his or her police duties whereby he/she invokes his or her police powers to provide for the public safety or in the providing of assistance for another public safety agency.

**Section 2.** In no event shall the City indemnify and hold harmless any employee who willfully or negligently violates any law, statute, ordinance, South Bend Police Department Duty Manual, special, general, or personnel order, or other rules and regulations of the Police Department.

**Section 3.** In no event shall the City indemnify and hold harmless an Employee for claims, other than those arising out of said Employee's police powers as provided in Section 1 herein, or arising out of services provided for or compensated by an entity other than the City, whether within or outside of the City limits.

**Section 4.** The City shall take such actions as it deems appropriate to forestall the execution of judgment against an Employee personally and if not withstanding such efforts by the City, execution is levied, the City will indemnify and hold harmless the Employee on any judgment covered under Section 1 of this Article.

**Section 5.** The City shall provide legal counsel of the City's choosing to any Employee against whom legal action has commenced as a result of the acts or omissions of the police officer as set forth in Section 1 of this Article.

**Section 6.** As a condition precedent to the right of indemnification under this Article, any Employee desiring indemnification shall:

A. Tender in writing to the City's attorney a notice of the City's right to appear and defend any litigation as may result in a judgment covered by this Article and grant to the City the right to make such investigation, negotiation and settlement of any claim of the City deem appropriate;



B. Give written notice containing the particulars sufficient to identify the employee involved and information as to the time, place, and circumstances thereof to the City's attorney as soon as reasonably practical following a covered occurrence;

C. Forward immediately any or all suit papers, demands, notices, summons, complaints, or other process received by such employee to the City's attorney.

D. Cooperate fully with the investigation and with the City in the conduct or settlement of any legal proceedings, and additionally grant the City the right to free access and use of all hospital, medical, and doctor's records and reports as to any employee's physical or mental condition in the conduct or settlement of any legal proceedings.

E. Any settlements reached must be approved by the City before taking effect.

### **ARTICLE 33**

#### **EFFECT OF WORKING AGREEMENT**

**Section 1.** The parties mutually agree that the terms and conditions set forth in this Working Agreement represent the understanding and commitment between the parties.

**Section 2.** Should any Article, Section, or Clause of this Working Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or Clause, as the case may be, shall be automatically deleted from this Working Agreement to the extent that it violates the law, but the remaining Articles, Section, and Clauses shall remain in full force and effect for the duration of the Working Agreement, if not affected by the deleted Article, Section or Clause.

**Section 3.** Nothing in this Working Agreement shall limit the Lodge's rights to remedies under applicable statute or ordinance, subject only to the Lodge's obligation to first exhaust its remedies as provided hereunder.

**Section 4.** All references to monetary amounts in this Agreement shall be subject to authorization by the South Bend Common Council.

### **ARTICLE 34**

#### **DRUG FREE WORKPLACE**

In recognition of the importance, both in human and economic terms, of drug and alcohol abuse, the City of South Bend and the officers and sworn members [Employees] of its Police Department are committed to make every effort to have a drug and alcohol free workforce. This Working Agreement therefore adopts the *City of South Bend Drug Detection and Deterrence Policy Procedures*, as amended from time-to-time except, however, that the blood alcohol concentration level for officers and sworn members [Employees] shall not exceed .01% during on-duty periods and shall not exceed .04% when utilizing City-owned equipment during off-duty periods.

However, due to the nature of their jobs, police working an undercover assignment which requires the consumption of alcohol to maintain credibility will not be disciplined under this policy for alcohol unless their blood alcohol concentration is equal to or exceeds .08%.

In order to insure fairness, the City and the FOP agree that officers shall be tested on a random, post- accident and post-critical duty related incident basis. If an officer has taken a random test during the calendar year, he/she shall be placed in a pool which has a lower probability of a random test for the remainder of the year. The choice of time of testing shall be made by the Chief of Police or his/her designee.

## **ARTICLE 35**

### **JOINT LABOR/MANAGEMENT COMMITTEE**

#### **A. Joint Labor/Management Committee**

**Section 1.** It is the desire of the City and the Lodge to maintain the highest standards of professionalism and communication for the betterment of the South Bend Police Department.

**Section 2.** In accordance with such principles, the City and the Lodge shall each appoint four (4) members to a Joint Labor/Management Committee. The Chief of Police or his/her designee shall be the ninth (9<sup>th</sup>) member of the Committee and shall vote on issues only in the case of a tie.

**Section 3.** This Committee will meet, at the request of the Chief of Police or the President of the Lodge, but no less than on a quarterly basis, to discuss issues relevant to the South Bend Police Department and its members and shall make advisory recommendations on said issues.

**Section 4.** Minutes of all meetings of the Committee shall be kept. Thereafter such minutes shall be maintained for the term of the Working Agreement.

**Section 5.** Joint Labor/Management members will be granted reasonable time off with pay to attend such meetings.

B. Twenty (20) days before any General Order becomes effective as a General Order, the Police Chief shall notify the Lodge and present it with a copy of the proposed General Order. Both sides shall make a good faith effort to sit down and discuss the proposed General Order during the ensuing twenty (20) days. Nothing in this Article shall limit the right of the Police Chief to promulgate the General Order after meeting with the Lodge or after the twenty (20) days notice (whichever occurs sooner) or to promulgate Special Orders.

C. Within thirty (30) days of the effective date of this Agreement, the Labor Management Committee shall meet to review ranks of officers within the South Bend Police Department and to make recommendations to the administration for the restructuring of those ranks for purposes of increasing the pension base. The Committee shall make its final report within nine (9) months after the effective date of this Agreement.

## **ARTICLE 36**

### **DURATION OF WORKING AGREEMENT**

**Section 1.** In the event this Working Agreement is not terminated prior, pursuant to the procedures set forth in Article 8 herein, this Working Agreement shall expire on December 31, 2020.

**Section 2.** If either party desires to modify or renegotiate this Working Agreement it shall give the other party written notice of such desire at least six (6) months prior to the expiration date of the Working Agreement. The notice must be in writing.

**Section 3.** If an Agreement is not reached with respect to such changes or modifications by the expiration date of the Working Agreement, the terms and provisions of this Working Agreement shall remain in full force and effect for one (1) full year, unless a new Agreement is reached during that year, except for items specifically set forth in the salary ordinance or unless forbidden by law.

**Section 4.** Both parties agree to meet at all reasonable times and places to negotiate in good faith for the purpose of attempting to reach agreement on any new or modified Working Agreement, in accordance with I.C. 36-8-22.


In Witness Whereof, the parties have approved and executed this Working Agreement by their authorized representative in South Bend, Indiana this 21<sup>st</sup> day of December, 2016


FRATERNAL ORDER OF POLICE  
LODGE NO. 36  
"LODGE"

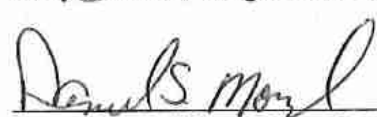
By:

  
Dan Demler, President

  
Harvey Mills, Vice President

  
Cori Bair, Wage Team Member

  
Gery Mullins, Wage Team Member

  
Dan Moryl, Wage Team Member

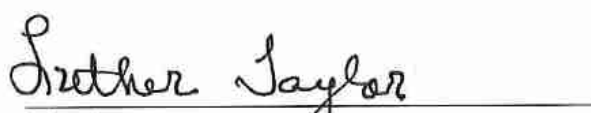
  
Chad Gobin, Wage Team Member

BOARD OF PUBLIC SAFETY FOR AND ON  
BEHALF OF THE CITY OF SOUTH BEND,  
INDIANA "CITY"

By:

  
President

  
Member


  
Member

  
Member

  
Member

  
Board Agent

Attest:

  
Linda Martin, Clerk of the Board of Public Safety

Leo Blackwell, Legal Counsel for the Lodge and Kathleen Cekanski-Farrand, Agent and Spokesperson for the South Bend Common Council, verify that the foregoing document sets forth all of the agreements reached between the parties hereto.

  
Leo Blackwell

  
Kathleen Cekanski-Farrand