

AGREEMENT
BETWEEN
THE CITY OF TERRE HAUTE, INDIANA

&

I.U.P.A. LOCAL #133
POLICE OFFICERS



January 1, 2015 – December 31, 2017

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CONTRACT AGREEMENT PREAMBLE

This working Agreement is entered into on this ____ day of _____, 2015, by and between the City of Terre Haute, by and through its Board of Public Works and Safety for the Civil City of Terre Haute, Indiana, hereafter called "City", and International Union of Police Associations Local #133, the sole bargaining agent for the members of the Terre Haute Police Department, hereafter called "Union".

The purpose of this working Agreement is to achieve and maintain harmonious relations between the City and the Unions which is the best interests of the community; to improve public safety 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 parties of this Agreement shall cooperate fully to secure the advancement of the above stated purposes.

- Section 1. This Agreement may be amended only by mutual agreement between the City and the Union. Supplemental agreements may be completed through good faith negotiations at any time during the life of this Agreement.
- Section 2. The City agrees not to enter into any Agreement or contract with its members, individually, or collectively, which conflicts with its terms and provisions of this Agreement or any subsequent modifications of the same. Any negotiations shall only be through the Union representatives.
- Section 3. If any provisions of this Agreement or the application of such provisions should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.
- Section 4. This Contract Agreement will supersede and take precedence over all other written or verbal agreements on the same subject matter addressed by this Contract Agreement and entered into prior to this Agreement. No order or rule can be issued by the Terre Haute Police Department that would contradict, supersede or violate the contract between the parties.

DEFINITIONS

Section 1. Specific Definitions:

- (A) **City** shall mean the Board of Public Works and Safety, for the City of Terre Haute, Indiana.
- (B) **Union** shall mean International Union of Police Associations Local #133.
- (C) **Members** shall mean all sworn Terre Haute Police Officers. Exceptions to this shall be the Chief of Police, Assistant Chief of Operations & Assistant Chief of C.I.D.
- (D) **Lodge** shall mean the Fraternal Order of Police Lodge #85.
- (E) **Manual of Rules** shall mean the Terre Haute Police Department Manual of Rules and all amendments thereto.
- (F) **General Order** shall mean a permanent written order issued by the Chief of Police or his Assistant Chiefs relating to a general circumstance or situation which standardizes procedures for all.
- (G) **Personnel Order** shall mean an order issued by the Chief of Police with regard to the appointment, assignment, or reassignment, promotion, demotion, suspension or dismissal or any of the members of the Terre Haute Police Department either sworn or civilian.
- (H) **Special Order** shall mean an order issued by the Chief of Police to cover a specific situation usually of a temporal nature, ordinarily not affecting the entire Department.
- (I) **On Duty** shall mean any time when a member is being compensated by the City and acting in an official capacity during his/her regular scheduled shift or when called to duty by the Chief of Police.
- (J) **Off Duty** shall mean any time when a member is not being compensated by the City.
- (K) **Pencil Book** shall mean a calendar book kept by the supervisors to plan manpower need for any given day in advance. Said book shall also be used to schedule vacation, holidays, and personal days in advance.
- (L) **Negotiation Team** shall mean a group of seven (7) active members of the International Union of Police Associations Local #133 in accordance with the local By-Laws.
- (M) **Communications Officer** shall mean members working as radio dispatcher.
- (N) **Probationary Officer** shall mean a member of the Police Department with less than one (1) year of time as a member of the Department.
- (O) **Civilian Complaint** shall mean a signed complaint made by a civilian that alleges that a member has violated a rule, general order, personnel order, or state statute in their presence.
- (P) **Departmental Complaint** shall mean a signed complaint made by a member of the Terre Haute Police that alleges that another member has violated a rule, general order, personnel order, special order or state statute in their presence.
- (Q) **Shall** means must.
- (R) **Disciplinary Action** mean reprimands whether written or oral.
- (S) **Adverse Action** is discipline that is subject to review by the Merit Commission (removals, suspensions and/or reductions in rank or pay), and does not include reprimands or counseling whether written or oral.
- (T) **Reprimands** shall mean anytime a member is counseled by a superior officer or Supervisor.

- (U) **Emergency** shall mean anything that would require an additional police presence including but not limited to: terrorist act; natural disaster; civil disobedience; chemical spill; major fire; or federal execution.

Section 2. Rules of Interpretations:

- (A) When a singular number is used it shall include the plural.
- (B) All references to member in the working agreement shall include both sexes; whenever the male gender is used it shall be construed as 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 and city policies including but not limited to the Manual of Rules and such may be modified, amended or deleted by the City and notice must be given to the Union within forty-eight (48) hours of adoption by the City Council. Any section may be modified, amended or deleted by the City irrespective of inclusion herein so long as it does not contradict the collective bargaining agreement already in place.
- (D) Nothing in this working Agreement shall prohibit the City or the City Council from modifying, amending or changing City ordinances and policies, including the Manual of Rules. Such modifications, amendments or changes may not conflict with any section of this Agreement in whole or in part except to the extent such action is authorized by law.

ARTICLE 1
NON-DISCRIMINATION

The City agrees not to discriminate against any member because of race, ethnicity, creed, sex, religion, or political affiliation and/or beliefs. No clause or section of this Agreement shall violate, either in policy or principal, the Americans with Disabilities Act of 1992.

ARTICLE 2
**AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS
OF ALL PARTIES OF THIS AGREEMENT**

To the extent permitted by law, this Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto.

ARTICLE 3
NO STRIKES AND LOCKOUTS

It is agreed that there shall be no strikes, walkouts, organized "sickouts", slow downs, or other actions or withholding of services by members that interfere with the operations of the City. It is also agreed that the City shall not directly or indirectly lockout any of the members covered by this Agreement.

ARTICLE 4
GRIEVANCE AND PROCEDURE

The following shall be the established Terre Haute Police Department Grievance Procedure.

- A. An aggrieved member will attempt to solve his or her complaint with their immediate supervisor. If no agreement to the complaint has been reached within three (3) working days satisfactory to the aggrieved member, then the aggrieved member must file a written grievance within thirty (30) working days of the incident or situation that led to the grievance.
- B. A written formal grievance, using the Local #133 form, will be filed with the President of Local #133 through the Local #133 Shop Steward. The local #133 Executive Board shall review and make a decision to approve or disapprove the grievance in five (5) working days upon request of the Local #133 President. Upon approval, copies of the grievance will be forwarded to the member's immediate supervisor and through the chain of command to the Divisional Chief for which the aggrieved member is assigned.
- C. If the Local #133 Executive Board decides the member's grievance is invalid (and the grievance is NOT of a disciplinary nature), then the aggrieved member may appeal to the full membership at the next Local #133 monthly meeting. Written notification of the Local #133 decision and the grievance filed will be forwarded to the Divisional Chief.
- D. If it is determined by the Local #133 that there is a valid basis for the grievance, upon receiving the written notification of such decision aforesaid, the Divisional Chief will attempt to solve the problem with the aggrieved member and the member's immediate supervisor. The Divisional Chief will schedule a meeting with the aggrieved member and the member's immediate supervisor within five (5) working days of receiving written notification of the grievance. The Divisional Chief will be given written notification of his/her decision to all parties involved within fourteen (14) working days of his meeting with the aggrieved member and his/her supervisors. If a satisfactory solution has not been agreed on by all the parties, written notification of the grievance will be sent to the Chief of Police within seven (7) working days of the decision by the Divisional Chief. The Chief of Police will then be responsible to schedule a meeting with the aggrieved member and a Local #133 representative within five (5) working day of written notification of the grievance.
- E. The Chief of Police will review the grievance and make a decision on said grievance giving written notification of his/her decision to the aggrieved member and the Local #133 within five (5) working days of the meeting between him/herself and the aggrieved member.
- F. Should a solution not be reached in Step E above, it may be submitted to the Board of Public Works and Safety within fifteen (15) working days from the date of final action in Step E in the procedure detailed above. Any grievance not submitted within the time frame detailed above shall be deemed resolved.

- G. Upon notifying the Chief of Police/Employer of its intent to arbitrate, the Union shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrator in accordance with its then applicable rules and regulations. Either party may request a second panel of names. Upon receipt of the list from FMCS, the parties shall strike names alternately, with the party requesting arbitration striking first, until one (1) name remains. That person shall be the agreed upon arbitrator. That person shall limit his/her decision strictly to the interpretation, application, or enforcement of the specific articles and section of this Agreement and shall be without power or authority to make any decision.
1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement; and
 2. Granting any right of relief or any alleged grievance occurring at any time other than the contract period in which such right originated.
- H. The decision of the arbitrator made within his/her jurisdiction shall be final and binding on all parties.
- I. The cost of the services of the arbitrator, the cost of any proofs produced at the discretion of the arbitrator any other fees incurred due to the arbitration process will be split equally between the City of Terre Haute and IUPA Local #133. Each party shall be solely responsible for its own attorney's fees in proceedings under this Article.
- J. Members shall be given reasonable time off from duties to attend grievance hearings and will not lose wages or benefits as a result of the scheduling of grievance process.
- K. Members have the right to have a Local #133 Executive Board member accompany them at any and all meetings during the grievance process.
- L. For the purpose of this Article, the term "working days" shall mean Monday through Friday excluding holidays.
- M. The grievance procedure set forth shall be the sole and exclusive method of appealing and settling non-disciplinary contractual disputes between the employer and the bargaining unit employees and IUPA Local #133. Adverse Actions may be appealed to the Merit Commission and are not a subject for this grievance procedure.

ARTICLE 5
"BILL OF RIGHTS"

- A. Whenever a Police Officer or member is under investigation (such officer or member hereafter referred to as the "ACCUSED") by division captain or any other Police Officer designated by the Chief of Police to investigate a formal complain (hereafter is referred to as "Investigator" or "Investigating Officer"), he/she shall have the following rights:
1. Complaints will be accepted from any source; citizens, employees, or other sources, whether in person, by mail or by telephone. However, an Accused shall only be required to appear before an Investigator or interrogation on a matter that could result in Adverse Action when a signed and sworn formal complaint has been filed against him/her and he/she has been notified thereof. (This section is not applicable to reprimands or counseling.) The complaint shall set forth the exact rules, regulations, etc., the accused officer is alleged to have violated and the nature of the supportive facts. These shall be presented to him/her at least eight (8) hours prior to his/her being required to give a statement in accordance with the current collective bargaining agreement. This requirement shall not preclude any department investigator or supervisor from investigating anonymous complaints, or complaints from citizens who expressly request their names be held in confidence. In such cases, the investigator shall act as the complainant if their investigation was able to establish corroborative facts, or information outside the anonymous information, that a violation has occurred. When an anonymous complaint is made against an employee and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded.
 - a. The formal complaint shall be in writing, signed and sworn to by the person making the allegations, and shall be set forth in a concise statement of the facts upon which the complaint is based including the date, time, and location of the occurrence. All statements of civilian witnesses shall also be signed and sworn to.
 - b. A copy of the complaint against the Accused shall be presented to him/her a minimum of eight (8) hours prior to any interrogation and/or any required statement, and the Accused shall have an opportunity during this eight (8) hours period to review the facts of the complaint before being interrogated or questioned about the complaint. The copy of the complaint shown to the Accused shall set out generally the matters under consideration, the alleged violations, the alleged facts of the alleged violations, and a brief synopsis of the allegations made by the complainant, and a synopsis of the statements of any witnesses or other evidence.
 - c. The Accused shall only be interrogated as to the events and time frame indicated in the formal complaint. If in the course of the interrogation

and/or investigation, the Investigating Officer determines that there may be existing a violation of the Rules and Regulations not covered either in content or time frame by the formal complaint, nor shall the Accused be interrogated about such secondary information, until a formal complaint is filed relating to such. Such complaint can be filed by any Investigating Officer, or any other person having knowledge of the secondary information, but no action shall be taken, interrogation held, or investigation made on such secondary information until the filing of either an amended or second formal complaint.

2. The interrogation of the Accused shall be conducted at the Police Headquarters or at an alternate location agreed upon between the Accused and the Investigator, unless the seriousness of the investigation requires immediate action. An incident which would require "immediate attention" should only be in cases of extreme emergency. When a case of any "extreme emergency" is determined, an opportunity shall be given to the Accused to contact a member of the Executive Board, preferably the President or Vice-President, and the Attorney for Local #133.
3. The interrogation shall be conducted when the accused is on duty or at a time agreed upon between the Accused and the Investigator, unless the seriousness of the investigation requires immediate action, but only in cases of "extreme emergency."
4. Each session of the interrogation of the Accused shall be limited to two (2) hours duration and there shall be at least a two (2) hour interval between each session of interrogation, unless otherwise agreed upon between the Accused and the Investigator or unless the seriousness of the investigation requires immediate action, again only in cases of "extreme emergency."
5. The Accused shall not be subjected to offensive language or abuse during interrogation and shall be allowed to attend his/her personal physical necessities, even in those cases which are considered to be "extreme emergency."
6. All interrogation of the Accused may be recorded by the Investigator and if so a transcript thereof typed and signed by the Accused.
7. During interrogation, an Accused shall have the privilege of having an attorney or other representative of his/her choice present and shall be entitled to record his/her interrogation; subject, however, to the following restrictions:
 - a. An attorney or representative chosen by the Accused must be, depending upon the seriousness of the investigation and the need for immediate action, available within reasonable period of the time and under no

circumstances will any interrogation session be delayed in excess of eight (8) hours because of the unavailability of the attorney or representative chosen by the Accused. However, no matter how extreme an emergency exists, no interrogation shall take place until the Accused shall be given a minimum of eight (8) hours to obtain the services of a representative and/or attorney unless the Accused chooses not to exercise the right.

- b. During the interrogation of the Accused, the attorney or representative shall not make any statement or objections of any kind to the Investigator nor will he/she in any way impede the interrogation, but will restrict his/her remarks to conferring with the Accused. The representative's failure to object to any question shall not constitute a waiver of his/her ability to later object to any questions asked.
 - c. In the event of his/her failure to observe any of the foregoing rules, said attorney or representative shall forfeit his/her privilege of being present during any interrogation of the Accused and the Accused shall be permitted to choose another attorney or representative to be present during the next session of interrogation. If the representative or attorney is excluded because of non-compliance with these provisions, the time limit for the next session mentioned above shall be observed for future sessions.
- 8. The Accused shall not be subject to having his/her residence, private place of business, if any, private vehicle searched, unless a valid search warrant has been obtained or he/she voluntarily agrees to such a search. The Department shall have the right to search the locker space and City-owned vehicle of an officer while on public property and in the presence of the officer without first obtaining a search warrant or consent of the officer.
 - 9. No member of the immediate family of the Accused shall be required to give a statement to the Investigator and prior to requesting any member of the immediate family of the Accused to give a statement, the Accused shall be given notice of such intended request and the Accused shall be given an opportunity to confer with the family member before that family member shall be asked to give a statement. This provision shall not apply to instances where the complainant is a member of the Accused's immediate family.
 - 10. It shall not be mandatory for the Accused to submit to a lie detector test, psychological stress evaluation test, or any other mechanical or physical device or test for the purpose of determining veracity.
 - 11. Blood, breath and urine tests for alcohol or controlled substances are mandatory for the Accused who is suspected of being under the influence of alcohol or any drug while on duty. No member shall be required to submit to any blood, breath or urine test for alcohol or controlled substances while off duty, unless compelled to so submit by law or while performing a police function or exercising police powers while off duty.
 - 12. A Member shall not be compelled to appear in a formal police lineup in any administrative investigation either as an Accused or prior to a complaint being filed. This section shall apply to personal lineups and not apply to showing of

photographs of complainants, witnesses, etc., of Police Officers in natural and normal circumstances such as roll call, etc.

- B. Formal complaints investigated by the Division Captain (or his designee) shall be handled in the following manner by classification and designation:

1. Unless litigation or an administrative claim alleging unlawful conduct (i.e. civil rights claim) is pending, unfounded, exonerated and non-substantiate complaints shall be kept on file.

If some type of legal action has been instituted, including civil rights complaints, then a copy of the file will be released to the City of Terre Haute Legal Department. All said copies of files shall be the sole property of the Trial Division of the City Attorney's Office and exist solely as investigating tools and aid in defense of lawsuits against the Officer or member and the City, but subject to inspection upon request by the Officer or member involved. The Division Captain will maintain a log in each file of any copies made and who received them.

2. Any Citizen's Complaint that results in an Adverse Action against a Police Officer must be in writing and signed by the complainant.

- C. It is the intent of this section to guarantee basic rights to all Members who are not under formal investigations but who may be involved in an investigation relating to an internal police matter by a superior officer. These rights, such as the rights not to be compelled to submit to any mechanical test for veracity, appear in a physical line-up, etc, are hereby guaranteed to all Members even if an investigation is not underway. It is not the intent of this section to interfere with, or in any way complicate, the day-to-day operation of the Police Department in the relations of superior and subordinate officers. These rights the parties agree are basic rights, and should not be taken by the parties to mean that general, day to day activities such as the discussing of general police matters should be impeded. Any officer should have the right to inquire into day-to-day police activities of other members without this Bill of Rights impeding said inquiries. The following rights shall be guaranteed to all members whether or not they are under investigation by any Police Officer designated by the Chief of Police to investigate a formal complaint that have not heretofore been classified and defined as the "Accused." It is the intent of the parties that the Bill of Rights shall not interfere with the day-to-day operations of the Terre Haute Police Department and the informal investigation of departmental affairs. It is, however, the intent of the parties that certain basic rights delineated below shall be guaranteed to all members even if they are not under investigation. The City and the Members do hereby guarantee the following rights to members that do not fall into the classification of Subparagraph A of Article 5. Those members or officers are not under investigation:

1. If a subordinate officer shall be requested to give an explanation to a superior officer of an incident involving death or serious bodily injury. The officer is required to give information necessary to ensure officer/public safety and assist in apprehension, to wit:

- Type of force used;
- Direction and approximate number of shots fired by officer(s)/suspect(s);
- Location of injured persons;
- Description of outstanding suspect(s), direction of travel, time last seen, known weapons; and
- Description/location of victims/witnesses/evidence.

However, no formal interview will be conducted in less than forty-eight (48) hours from the time of the incident. This time will be provided so that the officer has time to provide a more accurate statement free from peak stress distortion.

2. No member shall be subject to having his/her residence, private place of business, if any, private vehicle searched unless a valid search warrant has been obtained or he/she voluntarily agrees to such search. The Department shall have the right to search the locker space and City-owned vehicle of an officer while on public property and in the presence of the Member without first obtaining a search warrant or consent of the officer.
3. No Member of the immediate family of any officer shall be required to give a statement to any superior officer or his/her designated representative pertaining to any police matter. If the superior officer wishes to discuss any police matter with a member of the officer's immediate family, the officer shall be given notice of such request and the officer shall be given an opportunity to confer with that family member before that family member shall be asked to give a statement. The provision shall not apply to instances where the complainant is a member of the officer's immediate family.
4. No Member of the department shall be required to submit to a lie detector test, psychological stress evaluation test, or any other mechanical or physical device or test for the purpose of determining veracity.
5. No Member of the department shall be required to submit to any blood, breath or urine test for alcohol or controlled substance while off duty, unless compelled to so submit by law or while performing a police function or exercising police powers while off duty.

6. No Member shall be compelled to personally appear in a police line-up pertaining to any administrative matter. This shall not apply to showing of photographs to persons or viewing of police officers in normal situations as stated in A (12) above.
- D. The City will not release the content of any Employment or any Personnel File of any member or officer to any person or agency outside of the Terre Haute Police Department, unless that officer expressly consents to such release or such release is required by the Open Door Law or Public Records Act, or such information is subpoenaed and the City has resisted said subpoena in the appropriate court to the best of its ability.

When, however, in the judgment of the Investigating Officer, the investigation has uncovered evidence of possible criminal activity on the part of the "Accused" Member, all of the investigation shall be made known to the Chief of Police, and if he determines that there is a possibility of criminal involvement by the "Accused" officer or Member, the "Accused" shall be so notified and the file, without the Member's compelled statement, may be forwarded at the Chief's discretion, along with any physical evidence, to the County prosecutor, etc., for appropriate action. The Member's compelled statement shall not be released to any outside agency such as the County Prosecutor, in such a situation, unless it is subpoenaed and the City has received such a subpoena, except as otherwise required by law.

- E. An officer or Member shall have an opportunity, at a reasonable time during office hours, to review his/her active personnel file (pre-employment records not included) and any closed file in which he/she was the "Accused." In the event there is content adverse to his/her interest in his/her personnel file, the member shall have the right to file a written response thereto, which written response shall be attached to said adverse comment.
- F. Complaints of an officer or Member for action occurring off-duty and not involving police action shall be referred to the appropriate Division Captain or designee.

ARTICLE 6
RIGHTS OF THE UNION

- Section 1.** There will be no restraint, interference, coercion, or discrimination against any Member in the legal exercise of any right to organize and designate representatives of their own choosing for the purpose of collective bargaining, presentation of grievances, labor-management related activity, representation of members before the City, or upon duly designated Union representatives acting as an agent of the Union on behalf of a member or group of members, in the bargaining unit.
- Section 2.** In all matters, relating to personnel policies, practices, and other conditions of the employment, the City will adhere to the obligation imposed on it by law and this Agreement. This includes, in accordance with applicable laws and this Agreement, the obligation to notify the Union of any changes in conditions of employment, and provide the Union, upon request, an opportunity to meet and discuss those changes.
- Section 3.** The Union will notify the City of the identity of its officers and representatives in writing. When additions/deletions to this list are made, the Union will notify the City at its earliest convenience.
- Section 4.** Union representatives are authorized to perform and discharge the duties and responsibilities which are assigned to them by the Union in accordance with applicable laws, rules, regulations, this Agreement, and applicable supplemental agreements.
- Section 5.** Union representatives will be permitted to leave their work sites to perform and discharge their representational duties after being properly relieved. This will be done in accordance with the following responsibilities:
- a. Local Union representatives desiring to perform and discharge their responsibilities must request the time from their supervisor prior to leaving the work area. When the City initiates the need for a representative, the City will coordinate with the affected supervisor and secure the representative's relief. If initiated by the Union, the representative will inform the supervisor of the anticipated time that the representative will be away from the work area, where the representative may be contacted, and the general nature of the function to be performed. It is understood that specific individual/problems will not be discussed.
 - b. For the purpose of representation (i.e. investigatory examinations, to assist a member with a problem, disciplinary meetings, etc.), the supervisor will ensure that the designated representative is expeditiously relieved. If the representative is unable to be relieved, the Union will designate another representative to attend; provided that this is not applicable to contract negotiations.

- c. For the purpose of pre-scheduled meetings to which the Union has membership, the City will provide the Union with a list of scheduled meetings for the month. If the Union designates a representative for these meetings, the supervisor will ensure that the designated representative is relieved to attend the meeting; and
- d. Upon returning to the work area, representatives will notify their supervisor. The supervisor shall calculate the amount of time used.

Section 6. The Union will be given the opportunity to be present at formal discussions and meetings between the City and Members covered by this Agreement concerning grievances, personnel policies and practices, and any other matter affecting general working condition of members covered by this Agreement.

The following procedures will be used in providing notice of a formal discussion/meeting to the Union:

- 1. Whenever possible, the City will notify the Local Union President, or his/her designee, at least forty-eight (48) hours prior to the scheduled discussion/meeting; and
- 2. Notification will include the date, time, and location of the discussion/meeting. Whenever possible, the notification should also include a brief description of the topic(s) to be discussed.
- 3. The Union will inform the City of who will represent the Union at the discussion/meeting. Relief for the Union representative will be accomplished in accordance with Section 5 of this Article.

Section 7. The Union has the right to refer allegations of misconduct by any other member, including representatives of the City, to the proper authorities.

Section 8. The City agrees that the Union shall be permitted to use departmental email and all departmental bulletin boards for information sharing between the IUPA Executive Board and members of IUPA #133.

Section 9. The Union agrees that it will only use these devices for informational purposes regarding Union activities and events. The Union further agrees that it will not use these devices for political advertising or the endorsement of any political candidate.

ARTICLE 7
LOCAL #133 BUSINESS

The Local #133 is hereby granted at the discretion of the President of the Local #133, subject to the approval of the Chief of Police after consulting with him, the use of Police Officers, who are members of the Local #133 to perform Local #133 functions, which shall include, but not limited to, Board meetings, State and National conferences, legislative matters, Merit Board meetings and hearings, and City Council meetings. Time spent performing these functions shall not result in loss of pay. No duties will be performed under this Article that conflict with State "ghost employment" statutes.

Members who serve on the Wages and Negotiations Committee shall be permitted to attend any meetings in conjunction with the negotiation of future contracts between the City and the Union, while on duty, without loss of pay or benefits. Members who attend meetings on their own personal time shall be compensated by receiving overtime at the rate agreed upon in Article 18, Section 1.

ARTICLE 8
PAYROLL DEDUCTIONS
(UNION DUES/F.O.P. DUES)

- Section 1.** The City and the Union agree that Union members in good standing may have allotments deducted from their regular paychecks for the payment of Union dues for the term of this Agreement in accordance with applicable law.
- Section 2.** An eligible Member may only initiate allotment for the payment of dues to the Union through the Treasurer of the Union, after submitting a properly completed form to the Controller's Office. The Controller's Office shall process the form as a routine allotment change unless there is a question as to the accuracy of the information submitted, in which case the office shall contact a representative of the Union to resolve any questions.
- Section 3.** The Union shall ensure that:
- A. All forms submitted by Members correctly reflect the amount of dues to be deducted from the pay;
 - B. All Members submitting a form are eligible for payroll allotments for the payment of dues.
- Section 4.** Any change made in the amount of dues to be submitted to the Union shall only be changed by the Treasurer of the Local Union, by submission in the Controller's Office of a revised properly completed form.
- Section 5.** The City agrees that it will forward all Union dues collected to the Union Treasurer no later than the 10th day of the month following the month in which they were collected.

Section 6. The I.U.P.A. shall maintain the current agreement they have with the City for their payroll deduction. Any change in this agreement shall be brought to the attention of the I.U.P.A. President prior to any changes taking place.

ARTICLE 9 **MANAGEMENT RIGHTS**

Subject to the terms of this Agreement, the Union agrees that it is the exclusive right of the City to:

Maintain order and efficiency in the operations of the Department, and determine the methods, means, organization, and personnel by which such operations are to be conducted.

Hire, direct, promote, discharge, maintain performance standards and/or discipline employees in accordance with existing laws governing the Terre Haute Police Department Merit Commission.

Operate and manage the work of the Department; including but not limited to hours of work, scheduling of meal breaks, training, instituting technological changes for improvements in operations, and require the taking of physical or mental test (if such test is to ensure the safety of the tested officer and/or the public). Testing will be conducted consistent with any existing standards of Indiana Public Employees Retirement Fund.

Allocate personnel, equipment, and other resources in a manner the Chief of the Department believes is in the best interest of public safety and the safety of personnel and in addition, all terms and conditions of employment not addressed in this Article or otherwise in this Agreement shall continue to be provided in and at the sole discretion of the City. All applicable laws for the City of Terre Haute and the State of Indiana shall apply.

The Chief shall be appointed to serve, at the pleasure of the Mayor, from the active Members of the Department.

ARTICLE 10
INDEMNIFICATION

A. The term "Police Officer" shall mean any sworn, full-time Police Officer (excluding "special police officer") of the Terre Haute Police Department. This Article of Indemnification shall cover all full-time Police Officers, whether or not they are currently employed by the City of Terre Haute, for all action taken while employed as full-time Police Officers of the City of Terre Haute, provided such action was in good faith and performed during the course of official police duty whether on duty or off duty within their scope of authority as defined by all federal, state and local laws or statutes and/or ordinances.

B. It is the intent of the City and the Union by this Article to require the City to indemnify any member or Police Officer for any action threatened or filed against him/her for any judgment recovered against him/her or growing out of a civil action or potential action to recover damages to person or property resulting from the alleged acts of negligence, or wrongful acts or omissions of the Member or officers while acting within the scope of their authority and/or employment. Local #133 may request that the City agrees to meet and discuss the provision of separate legal representation.

C. Suits and Trials

1. Upon an Officer or Member being sued or receiving a notice of notice of intention to be sued or assertion of a claim for damages by any person or persons for an action taken by him/her within the scope of his/her authority and employment, whether off-duty or on-duty, the City shall indemnify and provide a legal defense for said Member or Officer.
2. Immediately after this Agreement becomes effective, the City shall execute a "Master Agreement of Indemnification", setting out the respective responsibilities and obligations of both the City and the Member or Police Officer when a Police Officer or Member is sued.

ARTICLE 11

UNIFORM POLICY

The City agrees the following shall be the authorized uniform policy and there shall be no additions that nullify current uniform options or deletions of current uniform options. Pursuant to I.C. 36-8-4-4, after one (1) year of service, each Member shall receive an annual cash allowance of Five Hundred Dollars (\$500.00) with which the Member shall be responsible for furnishing and maintaining all of the active Member's uniforms, clothing, and equipment – except for body armor. Said payment shall be made on November 5th of each year. Upon retirement from Department, Member shall be entitled to keep his handgun, ammunition magazines, badge(s), and clothing items.

Section 1: General Appearance.

- A. Members and employees shall be well groomed and clean in their person. Those assigned to plain clothes duties shall be dressed neatly and in good taste. They shall conform to standards of dress normally worn by office personnel in private business firms.
- B. Uniforms shall be neat, clean, and pressed at all times. Leather accessories will be kept dyed and polished. Metal accessories and parts will be shined and handcuffs and receivers kept clean and in serviceable condition. Nylon items will be immediately replaced when found in worn, torn, or frayed condition.
- C. Members shall maintain a military bearing when in uniform.
- D. Members or employees found to be substandard in physical or mental condition by medical authority acceptable to the Department, may be transferred to other assignments or duty status appropriate to their condition until they are declared capable of returning to their regular assignment.

Section 2: Male Hair Styles – Mustaches.

- A. Male Members shall wear their hair in any style, but it shall not extend over the shirt collar or the middle of the ear and it shall not extend in front of the eyes. Sideburns shall not extend below the bottom of the earlobe and the maximum width shall not exceed 1 - 1/2 inches.
- B. Mustaches will be short and neatly trimmed. It shall not extend over the top of the upper lip and no lower than 1/2 inch past the corner of the mouth.

Section 3: Female Hair Styles.

- A. Female Members, while in uniform, shall not wear their hair longer than shoulder length when standing with the head in a normal posture. The bulk or length of the hair shall not interfere with the normal wearing of all standard headgear. The front of the hair shall not extend in front of the eyes.

Section 4: Jewelry.

- A. Members, while on duty, shall not wear more than two (2) finger rings. Rings shall be conservative in size and design. A watch and one conservative bracelet may be worn.
- B. Members may not wear earrings while on duty or when working as an off-duty security officer.
- C. Neck chains will be worn beneath the T-shirt.

Section 5: Civilian Dress.

- A. Male Members and employees assigned to a plain clothes position or permitted to wear civilian clothing during a tour of duty may wear a conservative business suit or sport coat and slacks, and dress type shirt with a tie. A casual long or short sleeve collared shirt, polo or sweater is permissible with slacks. Conservative logos are acceptable. Athletic type shoes shall not be worn on duty.
- B. If the success of a specific assignment requires a temporary deviation from the dress code, a commander shall have the authority to permit an officer to dress to accommodate the completion of that assignment. Once the assignment has been completed the officer shall conform to the prescribed standards.
- C. Female Members and employees who wear civilian clothing shall conform to standards and style normally observed by personnel in private business firms. Blue jeans, lettered or silk screen T-shirts shall not be permitted for office wear. Sneakers, foot thongs, or other athletic type shoes shall not be worn while on duty.
- D. With the exception of Court Appearances, no high heel or any other type shoe that may prevent the aid of another officer shall be worn for day to day wear. For example, an officer wearing high heel or sandal type shoes greatly reduces their ability to assist during a foot pursuit.

Section 6: Court and Public Appearance Dress.

- A. Male Members and employees subpoenaed to testify in court or quasi-judicial hearings shall appear in either the official Class A uniform or conservative business suit or sport coat and slacks. A dress type shirt with tie shall be worn. (02-22-08)
- B. Female Members and employees shall wear conservative type business clothing or the official Class A uniform. (02-22-08)
- C. Weapons shall not be displayed without a badge visible, unless wearing the uniform. Members shall present a neat and clean appearance avoiding any mannerisms which might imply disrespect to the court.

Section 7: Wearing of the Police Uniform.

- A. Members shall wear, in the manner prescribed, only those articles of uniform clothing and accessories which are authorized in this Section. No part of the uniform clothing will be worn with civilian attire. The uniform shoes are an exception.
- B. Uniforms, accessories and equipment shall be maintained in a clean, serviceable condition and shall, by their appearance, set an example of neatness and conformity with these regulations. Uniform items and accessories that have become worn to the extent that the wear is visible shall be replaced.
- C. The uniform shall be neatly pressed at all times. The uniform shirt shall be navy blue, military creases, semi-form fitting and tucked into the trousers without appearing baggy or loose at the waist. Shirts shall not be so tight fitting that the front gaps or gives the appearance of being too tight. The collar shall fit smoothly, without binding or being too loose when buttoned.
- D. Nothing shall be carried in the uniform shirt pockets other than pen, pencil, notebook or reading glasses. Pocket flaps will be covered at all times, except when reading glasses are being carried. Glasses may be carried in the pen/pencil slot of the pocket.
- E. Trousers shall be clean and pressed with a crease and shall fit properly about the waist and hips without wrinkling or giving the appearance of being too tight.
- F. Shoes and other leather accessories shall be kept clean and shined. Cap and breast badges and brass and chrome plated uniform items shall be kept clean and polished.

- G. Sunglasses may be worn but shall be conservative in style and must conform to the following:
1. Prescription style glasses with a plain metal or plastic frame.
 2. Military style glasses with a gold, silver, or black metal frame.
 3. Sunglasses that are silver mirrored are prohibited.
 4. Conservative black metal or plastic frame.
- H. The dress cap, or motorcycle helmet shall be worn with the appropriate uniform. When worn, headgear will be centered and straight with the tip of the visor in line with the eyebrows. The support band on the dress cap shall not be removed. A black knit watch cap may be worn with the duty jacket. The dress uniform cap, if not worn or in the officers vehicle, will be kept in serviceable condition in the officer's locker.
- I. Ties, when worn, shall be centered in front of the collar and the collar button shall not be exposed. The bottom point of the tie shall touch the top of the belt. A plain silver or gold tie clasp shall be worn with the tie. The clasp shall be worn at a level even with the bottom of the shirt pocket flap.
- J. The gun belt and accessories shall be worn over the trouser belt without sagging and shall not unnecessarily expose the trouser belt.
1. The magazine pouch, cuff case, baton ring, etc. will be positioned opposite the holster.
 2. The holster thumb-break shall be kept fastened unless use of the weapon is imminent.
 3. Extra handcuffs are permissible. If carried, the extra set shall be worn on the gun belt in a regulation handcuff case positioned at the rear of the holster. A double cuff case is acceptable.
 4. The Slapper will be carried in sap pocket, regular pocket or leg pocket (Utility trouser). It will not be carried in the waistband of the trouser.
- K. The uniform jacket shall fit smoothly across the back and shoulders providing comfort and freedom of movement without binding. The sleeves shall contact the heel of the thumb at the wrist with the arms at the side. The jacket shall have the department patch on each shoulder. The American flag patch may be substituted on the right shoulder.

- L. The raincoat and rain cap cover may be worn in inclement weather at the officer's discretion.
- M. Plain black, full fingered, gloves may be worn at the discretion of the officer.
- N. Socks will be plain black with no designs.

Section 8: Duty Equipment

- A. Weapon: Glock 21 .45 auto handgun with two extra magazines, or Department approved weapon. Officers can have a custom slide cover plate on their weapon but the design must be approved by the Chief and installed by a department armorer.
- B. Holster: Safariland Model 6280 or other Department approved model.
- C. Handcuffs: Smith and Wesson, stainless steel [1005] ASP, black
- D. Handcuff Case: Bianchi black nylon Model 7300 S or 7317 S (Double)
- E. Magazine Case: Bianchi black nylon Model 7302 HS, or Bianchi black Accumold Slimline Triple Magazine Pouch Model 7345(11Apr13
- F. Baton: Black, 22 inch, Monadnock with/without Hindi cap
Black, 24 inch, Monadnock.
Black, 26 inch, Mondanock, Autolock 9121 Expandable w/Case-carrier
Black, 25 inch, ASP Expandable w/Case-carrier
- G. Baton Ring: Bianchi black nylon Model 6404, or approved Bianchi case
- H. Flashlight: Maglite, four-cell [ML-4], Minilite or Rechargeable
- I. Flashlight Ring: Bianchi black nylon Model 6409, or appropriate Bianchi case
- J. Belt Keepers: Bianchi black nylon Model 6406
- K. Slapper: Black, leather, 13 ounce, 10 3/4 inch.
- L. Keystrap: Bianchi black nylon Model 6405 or 7316
- M. Duty Belt: Bianchi black nylon Model 7200, or approved Department replacement
- N. Body Armor: Members, while on duty working in the field in uniform, shall wear their department issued body armor. Members, while on duty working the desk or administrative duties in uniform, may or may not wear their body armor while working inside but shall have their body armor where it is immediately accessible, such as in the office or vehicle.

Members, while on duty in Non-uniformed assignments, shall have their body armor where it is immediately accessible and shall wear their body

armor when serving warrants or other high risk activities. The below ballistic carriers are authorized for wear in the manner prescribed:

Paca Tailored Armor Carrier (TAC) Navy blue. Worn over the Class A, B, or Dress Polo uniform shirt with ballistic panels from the Department issued body armor. Department issued badge with name plate or sew on badge with sew on name tape will be worn on the carrier. A combination of metal pin on items with sew on items is not permitted. The name plate or sew on tape will be worn on the right side.

Gall's MAC08, Navy Blue Vest Carrier, THPD model: Worn over the Class B or Dress Polo uniform shirt only with ballistic panels from the department issued body armor.

- O. Knife: A folding, duty knife may be worn on the gun belt. The case will be positioned to the front or rear of the holster. Bianchi black nylon Model 7303 S
- P. Glove Case: A glove case may be worn on the gun belt. The case will be Bianchi black nylon, Model 7315 S
- Q. Whistle: Gemsco, silver/gold.
- R. Packable Jacket: The 5.11 Tactical Series Packable Jacket is a lightweight windbreaker that will be kept in all take home vehicles. This jacket is not to be worn as a regular uniform item. It will be utilized by off duty officers at incident scenes, for identification and protection when in plain clothes, or when making traffic stops in marked or unmarked vehicles and not in another uniform.
- S. Belt: Garrison/trouser belt - black, leather, 1 3/4 inch wide. Silver/Brass military buckle. Bianchi Inner belt Model 7205 or Sidekick Ultra Inner belt Series 8780

Section 9: Class A Long Sleeve Uniform Specifications

- A. Shirt: Clifton Supershirt, long sleeve, navy blue with zipper front.
Summer/Winter [Model 332] or Flying Cross Command shirt, long sleeve
- B. Pants: Fechheimer Bros.[32231] Navy blue, Standard or Western front pockets, or Elbeco Uniform Cargo Trousers TR270.
- C. Hat: The Midway 5 Star or Bayly, Inc. winter cap, or a black, wool/cotton blend, six-panel fitted ball cap may be worn. Terre Haute Police will embroidered on the front in block letters. TERRE HAUTE (1/2 in.) over POLICE (1 in.). Silver lettering for patrol officers and gold for supervisors. Badge number or rank may be embroidered on the back of the hat in 3/8 in. numbers/letters. A black, knit, Watch cap may be worn in inclement weather.
- D. Tie: Navy blue, clip-on, three inch width [455DO-3]
- E. Tie Bar: Blackington, 2 x 5/16 inch. Silver for Patrolman, and gold for Corporal and above.
- F. Name Plate: Blackington model J4, 2 x 3/8 inch [first initial, last name]. Silver for Patrolman and gold for Corporal and above.
- G. Collar Brass: Blackington, T.H.P.D. 2-1/4 x 3/8 inch. Silver / brass. Silver for Patrolman and gold for Corporal and Sergeant.
- H. Rank Insignia: Corporals and Sergeants shall wear chevrons on both sleeves of the Class A Long Sleeve Shirt 1 ½ inches below the departmental patch. Collar insignia of rank in brass for Lieutenant and above.
- I. Academy and
Marksmanship Pins: Silver for Patrolman and gold for Corporal and above.
- J. Specialized
Qualification Pins: SRT, Breathalyzer, etc. Silver for Patrolman, and gold for Corporal or above.
- K. Patches: The American Flag, Department Patch and Service Stripes will be maintained in the office of the Chief. One service stripe will be worn for each two years of service. Silver for Patrolman and gold for Corporal and above. The maximum number of stripes will be ten. Specialized unit patches may be worn on the left shoulder.

- L. Under Shirts:
1. The long sleeve shirt worn over a black, mock-turtleneck shirt or black crewneck T-shirt. (02-11-08)
 2. The winter shirt worn with a black knit dickey under the motorcycle leather jacket.
- M. Winter Sweater: Made to military specifications. Black, V-neck style with epaulets, cloth nameplate and badge tabs. The Terre Haute Police cloth badge may be worn. The winter sweater, with department patches, cloth badge and nameplate may be worn over the long sleeve shirt.
- N. Authorized Medals
Ribbons: Optional unless required by special order.
- O. Class A, Class B (TDU's), and the Dress Polo uniforms are not interchangeable and each must be worn as specified.

Section 10: Class A Short Sleeve Uniform Specifications

- A. **Shirt:** Clifton Supershirt, short sleeve, navy blue with zipper front.
Summer/Winter [Model 332] or Flying Cross Command shirt, short sleeve
- B. **Pants:** Fechheimer Bros.[32231] Navy blue, Standard or Western front pockets, or Elbeco Uniform Cargo Trousers TR270.
- C. **Hat:** 1. The Midway 5 Start Bayly, Inc. winter cap.
2. A black, wool/cotton blend, six-panel fitted ball cap may be worn. Terre Haute Police will embroidered on the front in block letters. TERRE HAUTE (1/2 in.) over POLICE (1 in.). Silver lettering for patrol officers and gold for supervisors. Badge number or rank may be embroidered on the back of the hat in 3/8 in. numbers/letters.
3. A black, knit, Watch cap may be worn in inclement weather.
- D. **Nameplate:** Blackington model J4, 2 x 3/8 inch [first initial, last name]. Silver for Patrolman, and gold for Corporal or above.
- E. **Collar Brass:** Blackington, T.H.P.D. 2-1/4 x 3/8 inch. Silver / brass. Silver for Patrolman and gold for Corporal or Sergeant.
- F. **Rank Insignia:** Corporals and Sergeants shall wear chevrons on both sleeves of the short sleeve Class A Shirt 1 ½ inch below the departmental patch. Collar Insignia of rank in brass for Lieutenant and above.
- G. **Academy/
Marksmanship Pins:** Silver for Patrolman and gold for Corporal and above.
- H. **Specialized
Qualification Pins:** SRT, Breathalyzer, etc. Silver for Patrolman, and gold for Corporal or above.
- I. **Patches:** The American Flag, and Department Patches will be maintained in the office of the Chief. Specialized unit patches may be worn on the left shoulder
- J. **Undershirts:** The short sleeve Class A shirt shall be worn over a black crewneck T-shirt.

- K. Winter Sweater: Made to military specifications. Black, V-neck style with epaulets, cloth nameplate and badge tabs. The Terre Haute Police cloth badge may be worn. The winter sweater, with department patches, cloth badge and name plate, may be worn over the short sleeve shirt
- L. Class A, Class B (TDU's), and the Dress Polo uniforms are not interchangeable and each must be worn as specified.

Section 11: Class B Long Sleeve Uniform Specifications

- A. Shirt: 5.11 TDU Ripstop 72002 Dark Navy 724 Long Sleeve w/epaulets
1. Department authorized cloth badge, or optional-Embroidered Badge. The authorized business will be Embroidery Express located at 601 W. Honey Creek Drive, THI, (812) 238-3637.
 2. Name tape (one inch) with first initial and last name below the badge and directly above the pocket. The letters will be 5/8."
 3. Name tape with POLICE DEPT. (3/8" inch letters) directly above the other chest pocket. Embroidery will be silver for patrol officers and gold for supervisors.
- B. Pants: 5.11 TDU Ripstop 74003 Dark Navy 724 (Pants not to be bloused above boot).
- C. Hat: 1. A black, wool/cotton blend, six-panel fitted ball cap may be worn. Terre Haute Police will embroidered on the front in block letters. TERRE HAUTE (1/2 in.) over POLICE (1 in.). Silver lettering for patrol officers and gold for supervisors. Badge number or rank may be embroidered on the back of the hat in 3/8 in. numbers/letters.
2. A black, knit, Watch cap may be worn in inclement weather.
- D. Belt: 5.11 TDU 1.75 Belt, Black 019
- E. Undershirt: Black, crew neck tee shirt will be worn beneath long sleeve Class B shirt
- F. Rank Insignia: Sergeants will wear chevrons on the sleeves 1½" below the THPD shoulder patch. Lieutenants and above may wear their subdued authorized collar insignia.
- G. Class A, Class B (TDU's), and the Dress Polo uniforms are not interchangeable and each must be worn as specified.

Section 12: Class B Short Sleeve Uniform Specifications

- A. Shirt: 5.11 TDU Ripstop 72001 Dark Navy 724 Short Sleeve w/epaulets
1. Department authorized cloth badge, or optional-Embroidered Badge. The authorized business will be Embroidery Express located at 601 W. Honey Creek Drive, THI, (812) 238-3637.
 2. Name tape (one inch) with first initial and last name below the badge and directly above the pocket. The letters will be 5/8."
 3. Name tape with POLICE DEPT. (3/8" inch letters) directly above the other chest pocket. Embroidery will be silver for patrol officers and gold for supervisors.
- B. Pants: 5.11 TDU Ripstop 74003 Dark Navy 724 (Pants not to be bloused above boot).
- C. Hat: 1. A black, wool/cotton blend, six-panel fitted ball cap may be worn. Terre Haute Police will embroidered on the front in block letters. TERRE HAUTE (1/2 in.) over POLICE (1 in.). Silver lettering for patrol officers and gold for supervisors. Badge number or rank may be embroidered on the back of the hat in 3/8 in. numbers/letters.
2. A black, knit, Watch cap may be worn in inclement weather.
- D. Belt: 5.11 TDU 1.75 Belt, Black 019
- E. Undershirt: Black, crew neck tee shirt will be worn beneath long sleeve Class B shirt
- F. Rank Insignia: Sergeants will wear chevrons on the sleeves 1½" below the THPD shoulder patch. Lieutenants and above may wear their subdued authorized collar insignia.
- G. Class A, Class B (TDU's), and the Dress Polo uniforms are not interchangeable and each must be worn as specified.

Section 13: Dress Polo Uniform Specifications

- A. **Shirt:** The below listed polo shirts are authorized to wear, and may be worn over the ballistic vest or under an approved ballistic vest carrier. All shirts must be navy/dark navy in color and have department patches on each shoulder and a department issued sew on badge with appropriate rank on the left chest:
1. Tru-Spec 24-7 Performance Polo Short or Long Sleeve Shirt
 2. Elbeco UFX Tactical Performance Polo Short or Long Sleeve Shirt
 3. Galls Tactical Performance Polo Sleeve Shirt
 4. 5.11 Tactical Performance Polo Long Sleeve Shirt
- B. **Pants:** 1. 5.11 TDU Ripstop & 4003 Dark Navy 724 (Pants not to be bloused above boot)
2. Tru-Spec Navy Ripstop Pants
- C. **Hat:** 1. A black, wool/cotton blend, six-panel fitted ball cap may be worn. Terre Haute Police will be embroidered on the front in block letters. TERRE HAUTE (1/2 in.) over POLICE (1 in.). Silver lettering for patrol officers and gold for supervisors. Badge number or rank may be embroidered on the back of the hat in 3/8 in. numbers/letters
2. A black, knit, Watch cap may be worn in inclement weather.
- D. **Belt:** 5.11 TDU 1.75 Belt, Black 019
- E. **Undershirt:** Black, crew neck tee shirt will be worn beneath any of the above polo shirts.
- F. **Rank Insignia:** Corporals and Sergeants shall have chevrons on both sleeves, and the cloth badge with appropriate rank insignia. Departmental collar brass or collar rank insignia will not be worn.
- G. Class A, Class B (TDU's), and the Dress Polo uniforms are not interchangeable and each must be worn as specified.

Section 14: Universal Clothing Items

A. Footware:

1. Duty Oxfords - black leather, 4/5 eyelet, plain toe. [Synthetic hi-gloss material permitted] (Class A Uniforms only).
2. Duty Chukkas - black leather, 2/3 eyelet, plain toe. [Synthetic hi-gloss material permitted]
3. Duty Boots - Military combat, black leather, plain toe. [Nylon/leather upper permitted] [Six inch quarter boots permitted]
4. Duty Rainware - black rubber galoshes with front zipper

B. Jacket:

1. Fechheimer Spectrum Ultimate Gortex [78140]
2. Multiwear – Blauer TNT 6125 or 6120 Jacket
3. Leather - Taylor - black, [4461] or approved replacement
4. Rainware - Rainfair, black/reversible orange. [733]

C. Suspenders:

Nylon (black) web duty suspenders, with a maximum width of 1½ inch straps, will be an optional uniform item. They will be attached to the duty belt and fit under the shoulder epaulets. They will be designed with breakaway snaps to help defeat grabbing. Uncle Mike's or other department approved type will be acceptable.

Section :15 Working Off-Duty in Uniform.

Working on duty or off-duty, the uniform and personal appearance requirements are the same.

No part of the uniform will be worn as separates, ie: uniform jacket and jeans.

The Chief of Police or his designee shall retain the right to declare a specific uniform for special events provided this uniform has been purchased by the City.

ARTICLE 12
JOB RELATED MEDICAL EXPENSES

Any officer who suffers an injury or job-induced disease while performing his/her duty or contracts an illness caused by the performance of his/her duty shall be entitled to all benefits provided by the workman's compensation laws of the State of Indiana.

ARTICLE 13
PREFERRED JOB OPENING

Section 1: The City agrees that when there is an opening in a preferred job on the Terre Haute Police Department, notice of said job opening shall be posted on all divisions' bulletin boards a minimum of seven (7) days before a replacement is selected for said job opening. Preferred jobs shall be defined as any job that gives preferential benefits to members that others members of the same rank do not receive.

This Section does not apply to lateral moves within the Criminal Investigation Division. Management reserves the right to move existing personnel within the division to a vacancy, prior to posting the vacancy. When this occurs, the posted vacancy would be for the remaining position still vacant. The existing personnel must hold the rank of the position posted prior to the vacancy.

Section 2: The selection of members to any preferred job shall follow the current procedure as stated below:

When a vacancy has been posted for any preferred job, interviews will be scheduled. All applicants shall interview before a selection board.

A. When the position is that of **Detective/Patrolman** the following will apply:

The board shall consist of the Division Chief, Division Captain, and the immediate Supervisor of the position posted. The Chief of Police shall also sit on the board; however, he will abstain from voting unless a tie has occurred.

B. When the position is that of **Sergeant** the following will apply:

The board shall consist of the Division Chief, Division Captain, and one supervisor of equal or greater rank in that division. The Chief of Police shall also sit on the board; however, he will abstain from voting unless a tie has occurred.

C. When the opening is for a position within the **Services Division** of the rank of Sergeant or below the following will apply:

The board shall consist of the both Division Chiefs and both Division Captains. The Chief of Police shall also sit on the board; however, he will abstain from voting unless a tie has occurred.

D. When the opening is for a position of **Lieutenant or Captain** the following will apply:

The board shall consist of the both Division Chiefs and one other supervisors of equal or greater rank from any Division. The Chief of Police shall also sit on the board; however, he will abstain from voting unless a tie has occurred.

Section 3: The unavailability of any of the above board members will not prevent the process from taking place. However, if possible interviews shall be scheduled when as many members as possible may attend.

Process: All members of the board shall be entitled to ask appropriate questions to assist them in making the best selection. At the conclusion of the last interview, all members of the selection board shall engage in discussion of the applicant's responses and experience. At the conclusion of the discussion, a vote will be taken by secret ballot to eliminate any perceived influence. Each member of the board will represent one vote. The Chief of Police will abstain from voting unless a tie has occurred. The votes will then be counted in front of all members of the board. The applicant with the greatest number of votes shall be awarded the position.

Section 4: Any Member removed from a preferred job for disciplinary reasons may not reapply for a preferred job for a period of twelve (12) months. The 12-month time period shall be calculated from the date the disciplinary action was imposed.

The City also reserves the right to include the residency and service requirement as a prerequisite for application to any preferred job opening.

ARTICLE 14 CORPORALS

The City agrees that a Member with the rank of Corporal may work in any section of any division of the Terre Haute Police Department. The level of manning of Corporals shall comply with the relevant Merit Rule in effect.

ARTICLE 15
PROMOTION

The City and the Chief of Police agree that the Police Department shall maintain at least two (2) Captains, three (3) Lieutenants, and twenty (20) Sergeants. If one of the supervisory positions becomes vacant due to promotion, demotion, or separation from the Department, said vacancy shall be filled within thirty (30) days from the day the vacancy occurs. This Article does not apply if the vacancy is of a temporary nature due to military deployment or extended illness of a supervisor.

ARTICLE 16
SHIFT PREFERENCE

The City agrees to have a shift preference for members and shall be granted on the basis of seniority on the department. Members must remain on shift for a minimum of four (4) months.

Seniority rights of members below the rank of sergeant shall be based on the number of years, months and days of consecutive service with the Terre Haute Police Department. In the event that a Member has the same seniority as another Member, the ranking shall then be determined by the numerical order set forth by the department computer roster. Shift changes shall only be granted in the months of January, May, and September. A Member desiring a shift change shall submit a written request to the Division Chief of the uniform division. This request shall be submitted on or before the fifteenth (15th) day of the month proceeding the month that the change shall be granted.

The Chief of Police shall retain sole authority to determine the number of members assigned to each shift at any given time.

A Member who has been granted a shift change by their own request must work that shift they requested for a period of four (4) months before they can request another shift change. The Chief or Assistant Chief of the uniform division shall have the right to fill any temporary vacancy on any shift for a period not to exceed ninety (90) days. Vacancies will be filled on the basis of seniority.

This Agreement shall not apply to special assignments which require specific talents needed for said assignments nor shall it apply to probationary Members and in no way shall it restrict the training of a probationary Member. The Chief of Police shall have the sole authority to assign a probationary Member as he/she deems necessary for training.

This Agreement shall not apply in cases of disciplinary action by the Merit Commission or the Chief of Police where it is necessary to change the shift of a Member to maintain harmony and overall good working conditions or any particular shift. If a shift change is made against the Member's consent for disciplinary reasons, said shift change can only be against the Member's consent for four (4) months. At the end of said four (4) months period the Member shall be given their seniority rights back in full.

In regards to Sergeants and Lieutenants affected by this Article, seniority rights shall be based on the number of years, months and day of continuous service while holding said rank. In the event that a

Member holds the same seniority as another officer, then the ranking shall be determined by the department computer roster.

In special hardship cases, the Chief of Police may move a Member who requests a hardship change for a period of ninety (90) days. The Member that is bumped (removed) from a shift against their consent by a junior Member for hardship reasons shall have their seniority rights intact and shall be returned to their original shift (if they so desire) at the end of the ninety (90) day period. In the event that a Member requests a hardship shift change and the Chief of Police grants the change, the Chief shall post a memo indicating that a change is to occur and request a volunteer to be moved. In the event there are no volunteers, the Member with the least amount of seniority shall be moved. In the event that the Member requests another ninety (90) day hardship change, the Member originally moved shall be returned to the shift (if they so desire) and the Member with the second least seniority shall be moved after a posted request for a volunteer is unsuccessful.

Hardship shift changes can be requested at any time throughout the year.

ARTICLE 17

COMPENSATION TIME FOR SCHOOLS AND TRAINING

The City agrees that when a Member, after working a full work shift or on scheduled time off working full-time attends with prior written approval of the Department a school or training program that is not held during his/her scheduled work shift, he/she shall receive time and on-half (1½) for the actual time spent or a minimum of four (4) hours, whichever is greater. An exception to this shall be firearm's qualifications. A Member working as a Police Officer shall receive three (3) hour's overtime for any firearms qualifications that they attend on off-duty time. No additional overtime will be paid to officers who do not achieve firearms qualification after training.

ARTICLE 18
CALL OUTS/OVERTIME

Section 1. The City agrees that when a Member is off duty and said Member is called out/in to testify in a criminal or civil trial or to attend a mandatory work-related function, said Member shall receive time and one-half (1½) for the actual time spent or a minimum of four (4) hours, whichever is greater.

Section 2. The City further agrees that a Member may bank overtime and utilize it in one of two ways. Overtime may be used as compensatory time off or paid out to the Member after a Member submits a written request to be paid for a certain number of hours. The maximum amount of overtime that can be banked by an officer is 250 hours.

Section 3. Officers will be given the opportunity to be paid for banked overtime during the months of January, June, and November until the City's overtime budget is exhausted. Forty percent (40%) of the appropriated funds will be available in January, forty percent (40%) in June, and twenty percent (20%) in November, and the balance of any remaining funds will be available in December. Members with accrued overtime above the maximum 250 hours will automatically be paid the amount of overtime to reduce accrued hours to 250 hours before any other overtime request is paid. Members receiving payment for hours above the maximum can still be paid additional hours by submitting a request during the time overtime requests for payment are accepted.

Section 4. The City agrees that not less than \$375,000 will be budgeted annually for overtime payment under this Agreement. The City agrees that should additional funds for overtime be appropriated, those Members who submitted and were denied overtime payment shall receive first priority for payment.

Section 5. Method of Payment.

Determine the hourly rate of the individual filing for payment. Multiply the original hours by 1.5 and multiply those hours times the applicable rate. The result is the overtime amount to be paid.

Section 6. Caps and Pay Schedules.

- A. 100 hour cap per person during the January and June pay periods. 50 hour cap per person during the November pay period. The hours paid shall encompass the 1.5 comp calculations.

- B. Three (3) comp pays per year; January-June-November, with allotted funds, minus the funds retained for retirement and resignation, divided as outlined in Section Three.
- C. Any overtime funds not already committed to special overtime projects, retirements, or resignations, shall become part of the December payment.

Section 7. Procedure to Request Payment.

- A. The Administration shall circulate a notice that indicates they are accepting overtime requests.
- B. The notice shall designate the beginning and ending date for accepting requests for payment.
- C. Officers shall forward each request for overtime payment via electronic mail to the Chief of Police.
- D. Payments will be made by using the date of the request to establish the order in which payments are received.
- E. Requests filed before the designated beginning date, or after the designated ending date, shall be considered invalid requests and not subject to payment.
- F. The department shall make compensation payments until they exhaust the allotted money for that scheduled pay period. Once the money for that pay period is gone, any payment requests that remain will be destroyed.
- G. No requests shall be carried over into the next payment period; each pay period shall require officers to submit new request forms.

Section 8. Upon separation from the Department for any reason, Member shall be paid all accrued overtime.

ARTICLE 19
MEAL BREAKS

Meal Breaks shall consist of two (2) twenty (20) minute breaks commonly referred to as an "A" and one (1) fifty (50) minute break commonly referred to as a "B". All can be taken in a work period. An Officer may be broken from a meal break for calls for service without compensation.

ARTICLE 20
SCHEDULING

Section 1. The parties agree that the uniform division has for many years worked a schedule commonly known as "four and two." Exception to this is the Traffic Division which works a five and two schedule with weekends and holidays off. The parties agree that this schedule may be changed upon agreement by both the majority of members of the division or unit and management. The parties agree that once agreed upon by both parties a trial period of six (6) months shall occur. At the conclusion of this trial period, if both the Members and management concur then the new schedule shall become the standard. If either side does not concur then the schedule shall return to the appropriate schedule above. The City agrees to continue that schedule so long as neither the public safety nor officer's safety is affected. Any proposed changed must be placed in written form and submitted to the Members of the division, and the I.U.P.A. Board prior to any vote. The vote shall be overseen by a minimum of one member of the I.U.P.A. Board and one member of management. The vote shall take place at the Terre Haute Police Department.

Section 2. The parties agree that members of the Criminal Investigation Division, Traffic Unit and Support Services Division may, at their individual discretion, continue working a five and two (5/2) schedule with weekends and holidays off. The parties further agree that members may elect to work a four and three (4/3) schedule with weekends and holidays off based upon a ten (10) hour work day. Provided that in both instances all time off shall be calculated in hours, and no member shall receive more time off as a result of the difference. The third day off in a 4/3 schedule shall be on a rotating basis utilizing the days of Monday, Wednesday and Friday. These days may be changed only by agreement by the Member and supervisor. Furthermore, Members working a ten (10) hour day shall use ten (10) hours of holiday time or other time when taking off for holidays. Members, at their discretion, may elect to work a regular scheduled holiday if they so choose. In these instances, no holiday time will be subtracted from the holiday time bank. This shall include all other time such as Personal Days, Reward Days, Sick Days, Vacation Days, and overtime.

Members shall notify their immediate supervisor in writing not later than December 15th prior to the start of the next calendar year as to which schedule he

plans to work for the upcoming year. Members electing to work the 4/3 schedule may elect to arrive at work early; however, everyone must be at work not later than 0800 for Criminal Investigation Division, and Support Services. Traffic Unit arrival time will be at the discretion of the unit commander.

Section 3. The regular schedule of sworn personnel can also be temporarily adjusted in the event of an emergency as defined in this Agreement.

Section 4. No schedule shall be approved that results in more or less time off than is allowed by the Salary Ordinance. All days off including Holidays, Vacation Days, Personal Days, and Sick Days shall be converted into hours effective January 1, 2009.

ARTICLE 21

TRADING DAYS

- Section 1.** When a Member in the uniform division request a day off and the pencil book shows that no other Members could be allowed off without the manpower dropping below an acceptable level, the Member may elect to have a Member who is off duty to work for them. The requesting Member shall submit the proper request form with both Members' signatures to their immediate supervisor at least three (3) days in advance of the day to be traded. All requesting members are limited to two (2) days per month allowable to trade. No trading of days will be permitted if the trade results in the requirement that overtime be paid for regular shift hours. This limitation shall not apply to hours worked in excess of eight (8) on the shift in question.
- Section 2.** Trading day will only be allowed for members with at least one (1) full year on the department and only with the same job classification in order to ensure that all duties and responsibilities are properly dispensed, i.e. a patrol sergeant asking a uniform patrolman to switch days is unacceptable since the sergeant may be able to performs patrolman's duties but a patrolman would not be able to perform supervisory duties.
- Section 3.** If for any reason neither Member shows up for a tour of duty, the Member that was assigned to show up after the trade will be held accountable by standards set forth in the Manual of Rules. Members shall be allowed to trade days with Members on other shifts.

ARTICLE 22

FAMILY LEAVE

The City will provide benefits of the Family and Medical Leave Act of 1993 to Members covered by this Agreement. The terms of the Act will govern eligibility, application, and administration of any leave approved pursuant to the Act.

All members, while on leave pursuant to the provisions of the Family and Medical Leave Act of 1993, will adhere to all department sick leave policies and procedures as outlined in Article 24 of this agreement, as well as all departmental sick leave policies and procedures. Members may continue to utilize department issued take home vehicles, however the member will be required to supply his/her own fuel while on leave, with exceptions being for any job related travel, including but not limited to court appearances or required training.

ARTICLE 23
FUNERAL LEAVE

Funeral leave means that in the event of a death in the Member's family they shall be entitled to funeral leave. Notice of need for funeral leave shall be presented to the Member's commanding officer as soon as possible under the circumstances.

Funeral shall be three (3) consecutive days of leave including the funeral date. A member shall be entitled to pay for any scheduled days of work missed while taking said leave. Additional time may be authorized by the Member's commanding officer upon verification by the Member of need for travel time or other special circumstances. The decision of the commanding officer as to the authorization of additional day of leave with pay may be appealed to the divisional Chief and/or Chief of Police.

The term **FAMILY** shall mean husband, wife, son, daughter, mother, father, stepson, stepdaughter, stepmother, stepfather, father-in-law, mother-in-law, brother-in-law, sister-in-law, brother, sister, grandparents, grandchildren, aunts, uncles and common law spouses. Under extenuating circumstances at the discretion of the Chief of Police or divisional Chiefs, funeral leave may be granted for other deceased persons.

ARTICLE 24
SICK LEAVE

Members shall report sick only when they are suffering illness or injury which would prevent them from properly performing their assigned duties. Member shall report such sickness to the Shift Commander on duty up to eight (8) hours prior to the commencement of their regularly scheduled shift. Upon failure to make notification before the beginning of the Member's work shift, barring extenuating circumstances, the Member shall be considered to be absent without leave.

Sick leave may be used when a Member receives medical, dental, or optical examinations or treatment; is incapacitated for the performance of duties by sickness, injury or pregnancy and confinement; or is required to give care and attend to a Member of his/her immediate family.

Sick leave in excess of two (2) consecutive working days will require a doctor's statement to be given to a member's supervisor. The doctor's statement shall include the expected date of return and specify any limitations of duty. Officers that provide a doctor's statement shall not be downgraded on their evaluation.

In instances of illness or injury in excess of five (5) consecutive scheduled workdays the Chief of Police or the Board of Public Works and Safety may order said Member to consult a physician, psychiatrist or clinic of the City's choice regarding an examination for the purpose of obtaining a second opinion. Cost of such examination and/or testing shall be paid by the City or the City's EAP, or by the employee's insurance (in which circumstance the City will pay any deductible). In the event of a disagreement

between the Member's physician and the physician appointed by the City, a third physician will be agree upon between those two physicians or by the Board of Public Works and Safety if there is no such agreement within five (5) days. The majority of three (3) physicians ruling with regard to the necessity of continued sick days shall be binding upon the City and City's member.

The City shall provide paid sick days to full-time regular members, pursuant to the following formula:

Eligible Members accrue sick days at the rate of one (1) per month to a maximum of twelve (12) days earned per calendar year. Sick days will accumulate to a maximum of 720 hours and may be carried over from one calendar year to the next. However, at any time, a Member is limited to an accumulation of unused sick days of a maximum of ninety (90) days. Upon separation from the Department by a Member for any reason, City shall buy back 100% of all accumulated sick days.

Each member who works two (2) consecutive months without using any Sick Days will receive one (1) Reward Day for a maximum of six (6) Reward Days per year. These days will accumulate to a maximum of 240 hours and may be carried over from one calendar year to the next. However, at any time, a Member is limited to an accumulation of personal sick days of a maximum of Two Hundred Forty (240) hours. These days are in addition to the Member's personal days received in Article 25. Any member who separates from the department for any reason, the City shall buy back one (1) reward day for every Sixteen (16) hours accumulated. All off-duty Members who sustain injuries while enforcing the law, shall be covered under the City's Workman's Compensation insurance.

Injuries occurring in the line of duty shall not be considered as sick days.

In the event that any member wishes to donate accrued sick time to another member specifically or to a general bank maintained by the Chief of Police, the forfeiture of said sick time shall not cause the donating member to receive a lesser grade on any departmental evaluations.

ARTICLE 25 PERSONAL TIME

The City of Terre Haute agrees that all Members shall receive thirty two (32) hours personal time to be used at the Member's discretion within one (1) calendar year. Personal days not used by the year's end will be forfeited. Furthermore, the City agrees that any Member who is on call and/or has his/her off duty actions restricted for fifteen (15) days or more a year, shall receive an additional thirty two (32) hours personal time for a total of fifty six (56) hours per year.

ARTICLE 26

SALARIES

- Section 1.** Salaries and monetary benefits for this Agreement for each fiscal year shall be decided annually by the Common Council of the City of Terre Haute through a "Salary Ordinance".
- Section 2.** The City agrees in 2015 and for each year of this Agreement to provide C.I.D. pay in the amount of One Thousand Dollars (\$1,000.00) to all members assigned as Detective/Investigator. C.I.D. pay will be added to the annual salary of eligible officers.
- Section 3.** For the purposes of retirement benefit clarification, the City agrees that "Salary" shall be defined as First Class Patrolman Base Pay plus 20 (twenty) year Longevity Pay.
- Section 4.** January 1, 2015 through December 31, 2015, the City shall make salary payments to all officers on a bi-monthly basis, with officers receiving payment on the 15th of each month or the last business day prior, and on the 31st day of each month or the last business day prior
- In an effort to streamline the payroll process and allow for more efficient and cost-effective management strategies, the Union agrees that the City shall transition to a bi-weekly pay schedule, commencing on or after January 1, 2016. Officers shall receive payment every other Friday with no delay.

ARTICLE 27

HOLIDAYS

All Members shall be entitled to the same number of holidays as afforded all City Hall employees as set forth by the Common Council of the City of Terre Haute.

The City agrees all Members of the Terre Haute Police Department that are currently working a five and two (5 and 2) set of days on and off shall receive the same number of holidays off as all City Hall employees are given.

Members retiring from the Terre Haute Police Department shall be given the portion of unused holidays in pay as long as the holiday they are wishing to take as pay has already occurred and they have not yet taken it. The holidays will be taken in order as they occur in the calendar year.

In the event the Board of Public Works and Safety or the Mayor closes City Hall any additional hours or days other than the ones already outlined in the City Ordinance, all other Members not given the additional hours or days off, will be given same amount of hours placed in their compensatory book.

ARTICLE 28
VACATION

The City agrees that sworn Members of the Terre Haute Police Department shall receive the following vacation schedule:

0-1 years:	After seven (7) months, one (1) day per month with a maximum total off of forty (40) hours vacation days.
1-5 years:	Eighty (80) hours.
6-10 years:	One Hundred Twenty (120) hours.
11-15 years:	One Hundred Sixty (160) hours.
16-20+ years:	Two Hundred (200) hours.
21+ years:	Two Hundred Forty (240) hours.

When a Member reaches an anniversary that would bump him/her to the next vacation schedule, he shall receive the next highest vacation days in that year regardless of when the anniversary falls.

Members shall be entitled to carry over a total of One Hundred Twenty (120) hours of vacation time from year to year, with a maximum accumulation of Two Hundred Forty (240) hours.

In the instance where a Member's vacation is cancelled by the Department, all non-refundable out-of-pocket expenses shall be reimbursed by City upon submission of receipts. In addition to the said reimbursement, the Member shall also receive an additional one-half ($\frac{1}{2}$) day of vacation for every scheduled day cancelled. If said vacation is cancelled based upon a State of Emergency declared by the Chief and all Members are either on duty or on call, then no reimbursement and no additional time shall be granted by City.

Upon separation of employment from the Department for any reason, Member shall be paid all accrued vacation hours.

ARTICLE 29
LONGEVITY

All Members irrespective of rank shall receive additional compensation based on the length of service with said department (subject to cap at twenty (20) years of service).

Effective January 1, 2015 longevity pay for each Member shall be calculated by taking the base salary of a Member holding the rank of Patrolman who has served more than one (1) year multiplied by .0060.

Effective January 1, 2016 longevity pay for each Member shall be calculated by taking the base salary of a Member holding the rank of Patrolman who has served more than one (1) year multiplied by .0090.

Effective January 1, 2017 longevity pay for each Member shall be calculated by taking the base salary of a Member holding the rank of Patrolman who has served more than one (1) year multiplied by .0125.

To illustrate, the 2015 base salary of a Patrolman who has served more than one (1) year is \$46,589. Therefore, each Member's longevity pay for 2015 will be calculated as follows: $\$46,589 \times .0060 = \279.53

The 2016 base salary of a Patrolman who has served more than one (1) year is \$46,589. Therefore, each Member's longevity pay for 2016 will be calculated as follows: $\$46,589 \times .0090 = \419.30 .

The 2017 base salary of a Patrolman who has served more than one (1) year is \$46,589. Therefore, each Member's longevity pay for 2017 will be calculated as follows: $\$46,589 \times .0125 = \582.37 .

In accordance with the above formula, the following is the longevity schedule effective January 1, 2015 (subject to cap at twenty (20) years of service):

- a) On the 1st anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year
- b) On the 2nd anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year
- c) On the 3rd anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year
- d) On the 4th anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year
- e) On the 5th anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year
- f) On the 6th anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year
- g) On the 7th anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year

- h) On the 8th anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year
- i) On the 9th anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year
- j) On the 10th anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year
- k) On the 11th anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year
- l) On the 12th anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year
- m) On the 13th anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year
- n) On the 14th anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year
- o) On the 15th anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year
- p) On the 16th anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year
- q) On the 17th anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year
- r) On the 18th anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year
- s) On the 19th anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year
- t) On the 20th anniversary of employment, an additional Two Hundred Seventy Nine Dollars and Fifty Three Cents (\$279.53) per year representing a maximum of Five Thousand Five Hundred Ninety Dollars and Sixty Eight Cents (\$5,590.68)

In accordance with the above formula, the following is the longevity schedule effective January 1, 2016 (subject to cap at twenty (20) years of service):

- a) On the 1st anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year
- b) On the 2nd anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year
- c) On the 3rd anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year
- d) On the 4th anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year
- e) On the 5th anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year
- f) On the 6th anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year

- g) On the 7th anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year
- h) On the 8th anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year
- i) On the 9th anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year
- j) On the 10th anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year
- k) On the 11th anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year
- l) On the 12th anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year
- m) On the 13th anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year
- n) On the 14th anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year
- o) On the 15th anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year
- p) On the 16th anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year
- q) On the 17th anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year
- r) On the 18th anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year
- s) On the 19th anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year
- t) On the 20th anniversary of employment, an additional Four Hundred Nineteen Dollars and Thirty Cents (\$419.30) per year representing a maximum of Eight Thousand Three Hundred Eighty Six Dollars and Two Cents (\$8,386.02.)

In accordance with the above formula, the following is the longevity schedule effective January 1, 2017 (subject to cap at twenty (20) years of service):

- a) On the 1st anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year
- b) On the 2nd anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year
- c) On the 3rd anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year
- d) On the 4th anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year
- e) On the 5th anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year

- f) On the 6th anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year
- g) On the 7th anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year
- h) On the 8th anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year
- i) On the 9th anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year
- j) On the 10th anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year
- k) On the 11th anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year
- l) On the 12th anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year
- m) On the 13th anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year
- n) On the 14th anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year
- o) On the 15th anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year
- p) On the 16th anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year
- q) On the 17th anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year
- r) On the 18th anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year
- s) On the 19th anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year
- t) On the 20th anniversary of employment, an additional Five Hundred Eighty Two Dollars and Thirty Seven cents (\$582.37) per year representing a maximum of eleven thousand six hundred forty seven dollars and 40/100 (\$11,647.40).

ARTICLE 30
SHIFT DIFFERENTIAL

The City agrees during the term of this Agreement to pay shift differential in the following amounts prorated on a monthly basis to all sworn Members working the following shifts:

Hoot Owl Shift	\$1,000.00
Evening Shift	\$ 750.00
Mid Shift	\$ 500.00

ARTICLE 31
PENSION FUNDS

- A. The City of Terre Haute agrees to maintain one hundred percent (100%) of the monthly pension minus one dollar (\$1.00) on behalf of all members of the Terre Haute Police Department into their respective pension funds. The employees shall contribute one dollar (\$1.00) a month toward their respective pension funds to be paid on the 1st pay of each month.

ARTICLE 32
HEALTH/DENTAL/LIFE INSURANCE COVERAGE

- A. Commencing January 1, 2015 and for each year of this Agreement, the City of Terre Haute will pay for and on behalf of each Member, both temporary and permanent, of the Police Department of the City of Terre Haute, Indiana, an amount equal to Seventy Percent (70%) of the annual premium for Health and Hospitalization Insurance, available without restrictions to each Member, under group insurance rates as a term and provision of this Agreement. The City's obligation hereunder shall be to assume and pay an amount equal to Seventy Percent (70%) of the group Health and Hospitalization Insurance charged either on a single or a family plan, such as individual Members may individually elect to be covered under. Such Health and Hospitalization Insurance shall be equal to or better than the coverage and schedule of benefits which are presently in force.
- B. Commencing January 1, 2015 and for each year of this Agreement, the City of Terre Haute will pay for and on behalf of each Member, both temporary and permanent, of the Police Department of the City of Terre Haute, Indiana and amount equal to Seventy Percent (70%) of the annual premium for Dental Insurance, available without restrictions to Members, under group insurance rates as a term and provision of the Agreement. The City's obligations hereunder shall be to assume and pay an amount equal to Seventy Percent (70%) of the group Dental Insurance charged either on a single or a family plan, such as individual Members may individually elect to be covered under. Such Dental Insurance shall be equal to or better than the coverage and schedule of benefits which are presently in force.
- C. Commencing January 1, 2015 and for each year of this Agreement, the City of Terre Haute will provide to each Member Fifteen Thousand Dollars (\$15,000.00) of Life Insurance

coverage. The City of Terre Haute will pay One Hundred Percent (100%) of the cost of such coverage. Furthermore, commencing January 1, 2009, the City of Terre Haute will provide to each Member an additional Five Thousand Dollars (\$5,000.00) of Life Insurance coverage. The City will pay Seventy Percent (70%) of such coverage.

- D. Commencing January 1, 2015 and for each year of this Agreement, the City of Terre Haute will pay for and on behalf of each retired Member One Hundred Percent (100%) of a single plan towards Health Coverage.
- E. Commencing January 1, 2015 and for each year of this Agreement, the City of Terre Haute will in the event a Police Officer shall die while a retiree of the Terre Haute Police Department, and the surviving spouse is not employed and/or does not have other insurance coverage available, his/her spouse and their children shall receive said insurance at the rate of a retired Police Officer.
- F. City agrees that the spouse/dependent of a Member who is killed in the line of duty while being an employee of City shall be eligible to continue the City's health and dental insurance with a single plan at the cost of One Dollar (\$1.00) per month.
- G. At the time of a Member's retirement from the Department, said officer shall select the health insurance coverage he/she would like to retain from the available plans the City offers. Said plan, or equivalent in the case of plan modifications, shall be the health insurance plan for the Member throughout their retirement.

ARTICLE 33
LINE OF DUTY LOSS OF PERSONAL ITEMS

It shall be the policy of the Terre Haute Police Department to repair or replace personal items that are lost or damaged in the line of duty. A finding of Member negligence may be cause for rejection of a claim or a reduction in the Department's responsibility to reimburse the Member for any loss or damage to a covered item.

PROCEDURE

1. Members shall forward the damaged item along with a receipt or estimate for the repair or replacement along with a supplemental report outlining the circumstances that caused the damage or loss. The report shall be submitted within twenty-four (24) hours of the time the loss occurred.
2. The supervisor shall forward the damaged item along with the Member supplement to the Assistant Chief along with a recommendation as to the claim.
3. The Assistant Chief shall:
 - a. Evaluate the claim based on the circumstances involved, the supervisor's recommendation, the pre-incident serviceability of the item, the repair or replacement cost of the item, the approximate degree of employee negligence, if any. Reimbursement may not be allowed for items found to be in unserviceable condition prior to the incident.
 - b. Determine the reimbursement award.
 - c. Obtain approval from the Chief of Police.
 - d. Inform the Member, via the supervisor, of the evaluation and determination.
 - e. The determination of the Chief of Police regarding reimbursement requests shall be final.

B. CONDITIONS OF REIMBURSEMENT

1. Personal clothing items shall not exceed Four Hundred Dollars (\$400.00).
2. Timepieces shall be repaired or replaced at a cost not to exceed One Hundred Dollars (\$100.00).
3. Prescription eyewear damaged while on duty shall be repaired or replaced at a cost not to exceed Four Hundred Dollars (\$400.00).

ARTICLE 34
TAKE HOME CARS

It shall be the policy of the City to provide all sworn Members with a take home police car.

Members must reside within Vigo County and must have five (5) years of service to be eligible for a take home car.

Members who currently reside outside of Vigo County but have a take home car will be grandfathered to the residency requirement.

Cars will be issued using a formula of seniority combined with need for replacement of cars.

Each time new(er) cars become available, the fleet for that division will be evaluated by the Chief of Police and the Fleet Manager beginning with the car assigned to the most senior Member of that division. This process will continue from the most senior to the most junior Member. Cars needing replaced will be replaced using this formula. The cars that have been pulled from service will then be used at the department's discretion (training, spares, or refurbished for later assignment)

In the event an officer shall leave a preferred position, the officer that leaves the preferred position and the officer replacing him/her shall exchange cars. If in the event there are no cars available to the officer returning to the uniform division, this officer will retain his seniority rights for a vehicle when one becomes available. Preferred position shall be defined as any assignment not scheduled on A, B, C, or M shifts. Though scheduled under these shifts, K-9 shall be considered a preferred position.

The City shall reserve the right to assign new(er) cars to units that have specific tasks prior to general distribution. This shall be limited to Traffic, K-9 and Street Crimes units due to the need for mission specific outfitting not generally added or deleted to the majority of the fleet. Replacement of these unit cars will still follow the seniority/evaluation formula. Vehicles assigned to Traffic, K-9 and Street Crimes shall be assigned to those units and will remain with those units in the event the officer transfers out of that unit.

At no time shall cars be transferred from senior to junior Members.

Officers assigned take home cars will be responsible to ensure that all maintenance is performed in accordance with departmental policy. Members who fail to maintain or seek maintenance of their take home vehicle in accordance with department policy or are involved in an officer at fault crash due to negligence may forfeit their seniority rights for vehicle replacement for a period not to exceed one (1) year from the date of incident.

This shall not prevent the City from taking additional disciplinary action in accordance with the Manual of Rules.

The City reserves the right to waive the service requirement of this article to no less than two (2) years of service if a member shall be assigned to a primary duty position that would require the use of a car for call out such as CID or K-9. The City also reserves the right to include the residency and service requirement as a prerequisite for application to any position that would require a take home vehicle.

If an officer leaves a preferred position at any time prior to reaching the service requirement of five (5) years, that member shall then be subject to the five (5) year service requirement prior to being assigned a take home vehicle.

This policy shall in no way prevent the City from placing mileage or fuel restrictions on take home cars in the event of a financial emergency.

The loss of a take home car shall not result in additional compensation.

ARTICLE 35 **DRUG TESTING**

The City and the Union agree to comply with the existing ordinance on random drug testing. No on-duty officer may refuse to be tested, or be excused from testing, when selected under the system.

ARTICLE 36 **RESERVE OFFICERS**

The City agrees that it will not utilize or create a reserve police officer program during the term of this Agreement.

ARTICLE 37 **INFORMATION SHARING**

The City and the Union agree that the Union shall be entitled to use departmental email for the purpose of information sharing with its members.

This information shall be limited to Union business only and shall not be of a nature that is adverse or derogatory to the City, the Terre Haute Police Department or any member thereof.

Electronic Mail shall not be used for political advertising or the endorsement of any political candidate.

ARTICLE 38 **PHYSICAL TESTING**

The City has agreed to provide a physical for each member of the Police Department. This Article is subject to an opener clause and language will be forthcoming. No action by the City or the Union shall be enforceable until new language is in place for this Article.

ARTICLE 39
RECIPROCITY

Whenever applicable modifications are made to the City of Terre Haute Fire Department Collectively Bargained Agreement, in similar sections of the Wage or Benefits portions of said Contracts, Members shall receive the same benefits as if negotiated herein.

ARTICLE 40
CONTRACT EXTENSION

The City and the Union agree that in the event that a new contract is not agreed upon and signed prior to December 31, 2017 this Contract shall automatically extend and remain in force for a period of one (1) year or until a new agreement is executed.

ARTICLE 41
DURATION

The term of this Agreement shall be from 0001 hours on January 1, 2015 through 2359 hours on December 31, 2017. The parties hereto agree to a reopener regarding Article 26, Section 1, on an annual basis for the term of this Agreement.

ARTICLE 42
PUBLIC ELECTED MEMBERS

Any member of the Terre Haute Police Department that is a duly elected member of the Vigo County Council, Terre Haute City Council, Town Boards within Vigo County, or the Vigo County School Board of Trustees shall be allowed time off, without loss of pay or benefits to attend regularly scheduled meetings.

APPENDIX A

Salary Ordinance

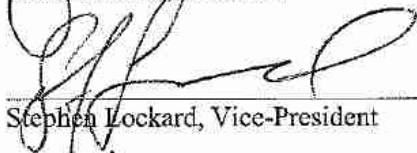
ACKNOWLEDGMENT AND SIGNATURE

We, the Board of Public Works and Safety, do hereby acknowledge and affirm this Agreement between the City of Terre Haute and I.U.P.A. Local #133 and agree with its content this 8 day of DEC,, 2014.

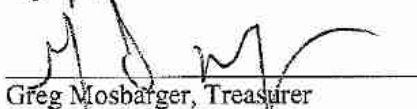
I.U.P.A. Local #133



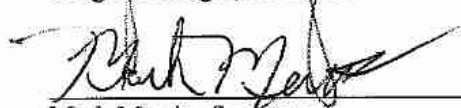
Jim Schneider, President



Stephen Lockard, Vice-President



Greg Mosbarger, Treasurer

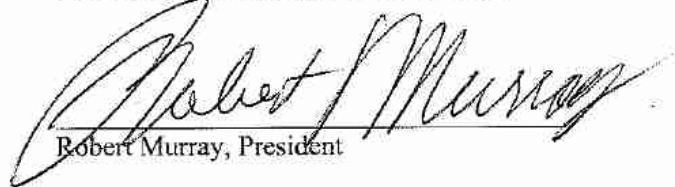


Mark Merritt, Secretary



Charles Burress, Shop Steward

CITY OF TERRE HAUTE BOARD OF PUBLIC WORKS AND SAFETY



Robert Murray, President

John Stinson, Vice President



James Trimble, Secretary



Carey Sparks, Member



Roland Shelton, Member