

FILED

DEC 27 2016

Melissa Peckinpaugh  
MUNCIE CITY CLERK

**RESOLUTION 6 -17**  
**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF**  
**MUNCIE, INDIANA APPROVING AN AGREEMENT**  
**WITH FRATERNAL ORDER OF POLICE LODGE #87**

WHEREAS, a collective bargaining agreement has been reached between the City of Muncie and the Fraternal Order of Police Lodge #87 and

WHEREAS, F.O.P. Lodge #87 has been recognized as the labor organization selected by the majority of Police Officers in the bargaining unit and has the exclusive right to bargain collectively on its members behalf, and,

WHEREAS, Section 35.54(C) of the Muncie City Code of Ordinances requires that the collective bargaining agreement be ratified by the Common Council of the City of Muncie, and,

WHEREAS, a true and accurate copy of the agreement is attached hereto as Exhibit "A"

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MUNCIE, INDIANA as follows:

1. The Common Council of the City of Muncie hereby ratifies the agreement between the City of Muncie and , Exhibit A hereto.
2. This Resolution shall be in effect from and after its passage by the Common Council, signature of the mayor or override of any veto.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF MUNCIE,  
INDIANA, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

	Yeas	Nays	Abstained	Absent
Doug Marshall	_____	_____	_____	_____
Dan Ridenour	_____	_____	_____	_____
Lynn Peters	_____	_____	_____	_____

Brad Polk	_____	_____	_____	_____
Jerry Dishman	_____	_____	_____	_____
Julius Anderson	_____	_____	_____	_____
Linda Gregory	_____	_____	_____	_____
Nora Powell	_____	_____	_____	_____
Alison Quirk	_____	_____	_____	_____

Passed by the Common Council of the City of Muncie, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
, Presedent  
City Council, City of Muncie

Presented by me to the Mayor for his approval, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Melissa Peckinpaugh  
City Clerk, City of Muncie

The above resolution is approved (vetoed) by me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Dennis Tyler  
Mayor, City of Muncie

ATTEST:

\_\_\_\_\_  
Melissa Peckinpaugh, City Clerk

This Resolution is proposed by: \_\_\_\_\_

Council Member

This Resolution is approved in form by: \_\_\_\_\_

Legal Counsel

# **Agreement**

**Between F.O.P.**

**Lodge #87 and**

**The City of Muncie**

***City of Muncie  
Original***

January 1, 2017 – December 31, 2017

## **TABLE OF CONTENTS**

Article 1- Recognition
Article 2 - F.O.P. Membership
Article 3 - Recognition of City
Article 4 - Recognition of Agreement
Article 5 - Non-Discrimination
Article 6- Negotiations
Article 7- Interpretation Clause
Article 8- Savings Clause
Article 9 - Discussion Procedure
Article 10- Grievance Procedure
Article 11- Arbitration
Article 12 - Deduction of Dues
Article 13 - Conventions and Training
Article 14 – Wages
Article 15 - Hours of Work
Article 16 – Overtime
Article 17- Longevity Pay
Article 18 - Specialty Pay
Article 19 - Emergency Responder Pay
Article 20 - Calculation of Final Pay upon Resignation
Article 21 - Clothing and Equipment Allowance
Article 22 - Holiday Time and Pay
Article 23 – Vacation
Article 24 - Tuition Reimbursement
Article 25 - Physical Examination
Article 26 - Job Stress Counseling
Article 27 - Life Insurance
Article 28 - Sick Leave
Article 29 - Bereavement leave
Article 30 - Emergency Leave
Article 31- Paternity Leave
Article 32 – Seniority
Article 33- Shift Identification
Article 34- Layoff
Article 35 - Manpower
Article 36 - Shift Strength
Article 37 - Off-Day Employment
Article 38 - Drug and Alcohol Policy
Article 39 - Employee Assistance Program
Article 40 – Non Police Officer Related Work
Article 41 – Bill of Rights
Article 42 - Severance Benefits
Article 43 - Retirement Weapon
Article 44 - Hospitalization, Dental, Vision, Medical, and Prescription Insurance
Article 45 - Retiree's Insurance
Article 46 – Stop Loss (Out of Pocket)
Article 47 - Responsibility of the City
Article 48 - Duration of Agreement
Article 49: Statement of Understanding - Salary Increase

## **Agreement**

This agreement is made and entered into by and between the City of Muncie, Indiana (hereinafter referred to as the "City") and the Gregg Winters Memorial Fraternal Order of Police Lodge #87 (hereinafter referred to as the F.O.P.)

## **Preamble**

It is the general purpose of this agreement to maintain a harmonious relationship between the City and the F.O.P.; to provide for equitable and peaceful adjustment of differences which may arise; and to establish wages, hours, and other conditions of employment that lead toward efficient law enforcement services for the citizens of the City of Muncie.

The City and the F.O.P. recognize that it is in the best interest of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves between the City and the F.O.P. The respective representatives at all levels will apply the terms of this agreement fairly in accord with its intent and meaning and consistent with the F.O.P.'s status as the exclusive bargaining representative of all employees of the bargaining unit. Each party shall bring to the attention of the employees in the bargaining unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to the purpose.

## **Article 1- Recognition**

**Section 1.01. Recognition.** The City hereby recognizes the F.O.P. as the exclusive collective bargaining representative of the Police Department's regular and retired police officers as defined in Sections 1.02 and 1.03 hereof, for the purpose of collective bargaining with respect to wages, hours, terms, and conditions of employment.

**Section 1.02. Bargaining Unit.** The bargaining unit shall consist of all regular and retired police officers of the Police Department of the City of Muncie. The Chief of Police, Deputy Chiefs, Reserve Police Officers, Auxiliary Police Officers and civilian personnel are not members of the Bargaining Unit, therefore are not entitled to any benefits granted by this contract.

The term "employee", "employees", and "regular police officer" in this agreement mean only those employees of the City who are in the bargaining unit defined above and receiving compensation from the Muncie Police Department.

Disability will not affect an employee's status. He/She will retain all rights granted within this contract until retirement or permanent disability is established.

The term "member" and "members" is defined as any full time police officer of the Muncie Police Department who is also a member of the FOP Lodge #87.

**Section 1.03. New Classifications.** Any and all new job classifications in the bargaining unit shall be subject to the applicable terms and conditions of this agreement.

## **Article 2 - F.O.P. Membership**

**Section 2.01 Open Shop.** Membership in the F.O.P. is voluntary, and joining the F.O.P. is not a condition of employment.

Regular police officers become eligible for F.O.P. membership and may elect to join or not to join the F.O.P. However, any eligible regular police officer who voluntarily becomes a member of the F.O.P. shall remain a member for the duration of this agreement, except it is understood that any such employee may withdraw his/her membership at any time during the thirty (30) calendar day period immediately prior to the expiration date of this agreement.

### **Section 2.02. No Intimidation or Coercion.**

(A) The City agrees that neither it nor any of its officers, supervisors or agents will or attempt to intimidate, threaten or coerce any employee into membership or non-membership in the F.O.P. or because of the employee's membership or non-membership in the F.O.P.

(B) The F.O.P. agrees that neither it nor any of its officers, agents or members will or attempt to intimidate, threaten or coerce any employee into membership or non-membership in the F.O.P. or because of the employee's membership or non-membership in the F.O.P.

( C ) No employee shall intimidate, threaten, or coerce; or attempt to intimidate, threaten, or coerce any other employee into membership or non-membership in the F.O.P. or because of the other employee's membership or non-membership in the F.O.P.

(D) The provisions of this section shall not be construed or interpreted as prohibiting the City, the F.O.P., or an employee from stating and explaining to any employee or employees in a courteous manner the advantages or disadvantage of F.O.P. membership and legal requirements applicable to the payment, tender, or use of F.O.P. dues.

## **Article 3 - Recognition of City**

**Section 3.01. General.** Except as expressly modified by a specific provision of this agreement, all the authority, rights and powers which the City had prior to the signing of this agreement and prior to the inception of any relationship, legal or otherwise, between the City and the F.O.P. and the City and its employees are retained by the City and remain exclusively and without limitation the rights of the City and shall not be subject to the parties' grievance procedure. Only express modifications contained in specific provisions of this agreement constitute limitations upon such authority, rights and powers. Only those express modifications are subject to the parties' grievance procedure. No provision or group of provisions of this agreement and no relationship between the parties shall be construed to constitute or create any implied limitations on such authority, rights or powers of the City.

**Section 3.02. Specific Rights.** Examples of the authority, rights, and powers which are hereby vested in the City, with only such modifications as may be expressly stated in a specific provision of this agreement, include, but are not limited to the following: the right to schedule, adjust and assign work and hours to employees; to direct and control the workforce; to assign and require overtime work; to determine the quantity and type of equipment to be used; to hire,

promote and lay off employees; to discipline or discharge employees for just cause; to discharge probationary employees pursuant to applicable Merit law; to utilize drug and/or alcohol screening of employees for alcohol, controlled substances, narcotics and prescription drugs whenever the City has just cause and to utilize such screening for applicants for employment; to utilize searches of employees' lockers, lunch boxes, purses, packages and similar containers for alcohol, narcotics and prescription drugs whenever the City has just cause (said searches to be limited to when an officer is on duty and on City property; notwithstanding the above, no officer shall have his/her locker, desk, lunch box, purse, package or similar container, automobile, clothing or any similar item searched except in his/her presence, after being first told why he/she is under investigation, except in any instance where a valid search warrant has been obtained); to determine the work to be done by the City's employees; to determine the job description of City employees; to determine the location of facilities; to determine the size of and composition of the work force including the number of employees assigned to any particular department or job; to determine the amounts and kinds of supervision necessary or desirable; to temporarily shut down City operations or a portion thereof; to establish or change work rules and safety standards, provided such rules and standards are not arbitrary or capricious; the establishment, maintenance and change of standards of quality and of performance; the determination of employee qualifications, ability and competency; the determination of the duties to be included in any job; and, to determine the creation continuance, termination, change or consolidation of jobs or departments or of partial or total operations.

If the City does not exercise rights reserved to it or if it exercises such rights in a particular way, it shall not be deemed a waiver of the City's right to exercise such rights in other ways not in conflict with the express terms of a specific provisions of this agreement.

Section 3.03. Recognition of Employee's Legal Rights. In addition to the other rights expressly granted an employee under this agreement, the City expressly recognizes the legal rights of all of its employees, including, without limitation, an employee's right to free speech, to protection under the Federal Polygraph Protection Act, to review their personnel file and other rights granted under the United States Constitution and the Indiana Constitution.

Section 3.04. Contracting Out. The City shall contract out no work that is included in the job description of a member of the bargaining unit until such work has been offered to all qualified members of the bargaining unit.

#### **Article 4 - Recognition of Agreement**

Section 4.01. Complete Agreement. This agreement constitutes the entire agreement between the parties. Unless expressly stated to the contrary elsewhere in this agreement, or as required by law, the City and the F.O.P. for the life of this agreement, each voluntarily and unqualifiedly agrees that the other shall be obligated, to bargain collectively, with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. This agreement may be modified by mutual agreement of the parties, provided that all such modifications are in writing and properly executed. Any amendments shall be numbered, dated and signed by the parties and shall be subject to all provisions of this agreement.



Section 4.02. Prior Agreement. This agreement supersedes and voids all prior written agreements.

Section 4.03. No Interruption. It is agreed by the City and the F.O.P. that strikes, work stoppages, slowdowns, or departures from the performance of duties are in violation of this contract.

Section 4.04.F.O.P. Responsibility in case of Interruption. In the event of a work stoppage or any other interference with the City's business in violation of Section 4.03 of this agreement, the F.O.P. immediately upon being notified of the violation shall exert its best efforts in good faith through its appropriate officers and representatives to cause the employees involved to return to work and to cease the interference and shall inform the City of the action taken by F.O.P.

## **Article 5 - Non-Discrimination**

The City and the F.O.P. each agree not to discriminate against any Police Officer for any legal activity.

The City and the F.O.P. reaffirm their continuing commitment to afford all persons who have the necessary job qualifications an equal opportunity to compete for employment and advancement.

Any job openings that occur, within specialized divisions or special positions within Uniform Division, will be posted department wide as "Open" via departmental email. Job postings will be made available for a minimum of two weeks from date of posting. All qualified applicants will submit a letter of interest. Minimum qualifications and selection process will be established with each job posting by the Chief of Police or his/her designee. The Chief of Police has final discretionary decision on an applicant's placement. \*This addition to Article 5 will not take effect until July 1, 2017.\*

To assure equal employment, the City and the F.O.P. agree that there shall be no illegal discrimination because of race, color, creed, religion, sex, age, national or ethnic origin, citizenship, political affiliation, physical or mental handicap and/or disability, sexual orientation or other basis prohibited by law. Equal employment opportunity includes, but is not limited to: hiring, promotion, transfer, demotion, termination and training. Nothing in this agreement is intended to be inconsistent with applicable laws prohibiting unlawful discrimination. Harassment on the basis of sex is prohibited by the City and the F.O.P. Sexual harassment includes, but is not limited to unwelcome or unsolicited sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature;

(A) When submission to such conduct is made either explicitly or implicitly a term of condition of an individual's employment;

(B) When submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual (i.e. hiring, firing, promotion, demotion, compensation, benefits, working conditions); and

(C) When such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Any employee who believes he or she has been unlawfully discriminated against, including



sexual harassment by a co-worker, supervisor, agent of the City or representative of the F.O.P. or by a citizen served by the City should promptly report the facts of the incident or incidents and the names of the persons involved to his or her immediate supervisor, the Police Chief, the Personnel Director or the Mayor. Supervisors and the Police Chief should promptly report such incidents to the Personnel Director or the Mayor. All Claims of unlawful discrimination will be investigated and appropriate corrective action will be taken.

Retaliation is prohibited against employees who bring charges of unlawful discrimination, including sexual harassment, or those who assist in investigating charges. Any employee bringing an unlawful discrimination complaint or assisting in the investigation of such complaint will not be adversely affected in terms and conditions of employment nor discriminated against or discharged because of the complaint.

Any person who knowingly files false charges against an employee of the City in an attempt to demean, harass, or embarrass that individual shall be subject to disciplinary action up to and including termination.

#### **Article 6- Negotiations**

After an agreement has been reached between the F.O.P. bargaining committee and the City's negotiating committee pertaining to wages, working conditions, and fringe benefits, the City shall not alter or change such agreement in presenting it to the Mayor and to the City Council, and the F.O.P. shall not alter or change such agreement and shall recommend the total agreement to its membership. This agreement shall not control any matter that is not specifically covered herein. This agreement shall be binding upon the successors and assignees of all the parties concerned hereto, to the extent of their authority as prescribed by law.

#### **Article 7- Interpretation Clause**

In the event of a disagreement concerning the interpretation of an item or items in this contract, the F.O.P. committee (i.e. the F.O.P. President or his/her designate, two other members appointed by the F.O.P. President or his/her designate) and the City's committee (i.e. Police Chief or his/her designate, City Attorney or his/her designate, and the City Controller or his/her designate) shall convene and attempt to reach a satisfactory agreement of the issue(s) within fifteen days after notification in writing of said disagreement.

This is an alternative procedure to filing a grievance in Article 10 and utilization of this Article in no way impairs the rights of any party to utilize the grievance procedure. An election to utilize this Article to resolve disputes shall waive any time limitations in Article 10.

#### **Article 8- Savings Clause**

If any provision of this agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation then the remaining parts or portions of this agreement shall remain in full force and effect for the term of this agreement.

#### **Article 9 - Discussion Procedure**

The F.O.P. President or the Chief of Police can request in writing at any time a meeting to discuss any police related problem experienced. Said meeting is to be held within ten working days of the request. The purpose of said meeting will be to discuss and resolve any problems.

The participants shall be the Chief of Police, up to two Administrative Officers designated by the Chief, the President of the F.O.P., and up to two members of the F.O.P. designated by the F.O.P. President.

#### **Article 10- Grievance Procedure**

The City and the F.O.P. agree that employees covered by this agreement shall be treated fairly, uniformly, and with dignity. The grievance procedure is a formal mechanism intended to assure that employee grievances that may develop in the day-to-day activities of public service are promptly heard, answered, and action taken where appropriate. The term "Grievance" shall mean an allegation by a bargaining unit member that there has been a breach, misinterpretation or improper application of an express provision of this agreement, excluding however issues related to health and other forms of insurance which are governed by those plans internal appeals procedures. In addition, all matters subject to statutory authority, such as the State of Indiana's Merit Laws, are beyond the scope of this Grievance Procedure and will be adjudicated by the Chief of Police, the Merit Board and/or a court of competent jurisdiction. A grievance may be brought by any employee covered by this agreement. If a group of bargaining unit employees desire to file a grievance involving an incident affecting more than one employee, or some cases several employees in the same manner, one employee shall be selected by the group to process the grievance. All employees filing a group grievance shall be named on the grievance. When a written grievance is submitted it shall contain the following information:

- A. Aggrieved employee's name(s)
- B. Aggrieved employee's division (assignment) in which he/she works.
- C. Date of the incident that gave rise to the grievance.
- D. Date the grievance was filed in writing.
- E. A statement as to the specific section(s) of the agreement violated.
- F. A brief statement of facts involved in the grievance.
- G. The remedy requested to resolve the grievance.

The time limitations established in this article may be extended in writing by mutual agreement between the City and the F.O.P. Working days, as used in this article shall not include weekends or holidays. Failure by the City to communicate a decision at any step of the formal grievance process within the specified time shall permit the grievance to be advanced to the next step of the process. Failure by the F.O.P. to respond to the City and/or appeal the City's decision to the next step of the grievance process shall result in full satisfaction of the grievance based on the City's last answer given to said grievance.

**Step 1:** The aggrieved member shall submit details of the grievance in written form to any member of the F.O.P. grievance committee within 10 working days after the aggrieved member becomes aware or should have become aware of the occurrence of the event or circumstance giving rise to the grievance. The F.O.P. grievance committee shall convene and hear the grievance within 10 days of receipt by a committee member. Within 10 days after the grievance

committee's meeting, a written response shall be returned to the aggrieved member detailing the committee's support or denial of support for the grievance at hand. After submitting to Step 1, the aggrieved may continue to Step 2 regardless of support from the F.O.P. grievance committee.

**Step 2:** The aggrieved member and/or F.O.P. grievance committee on behalf of the aggrieved, shall submit his/her grievance in writing within 10 working days after receipt of the grievance committee's decision. This written grievance shall be presented to the office of the Chief of Police. The Chief shall conduct an investigation and answer the grievance in writing within 10 working days following the date of submission of the grievance to the office of the Chief of Police.

**Step 3:** If the grievance is not settled in Step 2, the grievance may be presented at Step 3. The grievance shall be presented by the aggrieved and/or the F.O.P. grievance committee in Step 2. Step 3 shall be heard by the Mayor or his designee. The Mayor shall arrange for a meeting to receive and hear information concerning the grievance and the meeting shall occur within 15 working days after receipt of the written grievance by the office of the Mayor. The aggrieved member, representatives of the grievance committee, the Chief of Police and any other persons allowed by the Mayor shall be entitled to attend said meeting. The meeting will be informal and parties shall endeavor to settle their differences. The Mayor's final determination shall be rendered in writing within 10 working days after the meeting date. Copies shall be sent to the Mayor, the Chief of Police, and the aggrieved member and the F.O.P. representative. All time limits specified in this Article 10 may be extended solely by written agreement of the Chief of Police and the F.O.P.

**Step 4:** If the grievance is not settled in Step 3, the aggrieved member and/or the F.O.P. grievance committee may appeal the grievance by submitting the grievance to final and binding arbitration within 20 workdays after the City's Step 3 answer. Notwithstanding the preceding, all of the terms decided by the arbitrator requiring the expenditure of funds that have not been previously appropriated must be submitted to the City Council for ratification.

## **Article 11- Arbitration**

**Section 11.01 Selection of Arbitrator.** If the F.O.P. makes a timely submission of a grievance to arbitration as stated in Step 4 of Article 10 of the grievance procedure, the Federal Mediation and Conciliation Service shall be requested by either party to submit a panel of 5 suggested arbitrators. The City and the F.O.P. shall select the arbitrator from such a list by alternately removing 1 name from the list until 1 name remains, which the F.O.P. will make the first selection.

Either party shall have the right to strike the name of an entire panel of arbitrators once. The arbitrator so selected shall be advised of his/her selection within 5 working days after the selection is made and requested to give the parties the dates upon which he/she will be available to hear the case. In no event shall the date of the hearing be sooner than 30 days from the date of selection unless waived mutually by the City, F.O.P., and/or the employee(s) involved. An arbitrator shall be limited to hearing 1 grievance at any one time, unless the parties agree otherwise.

**Section 11.02. Power of Arbitrator.** The arbitrator shall not have the power to add to, subtract from, modify or ignore any terms of this agreement, or any agreement made supplementary

thereto which has been reduced to writing. His/her function shall be to determine whether any provision of the agreement has been violated by an interpretation or application of the agreement. Back pay shall be calculated on the basis of the amount of straight-time wages (including shift premium and longevity premium, if applicable) the employee would have earned with the City, less any interim earnings, including unemployment compensation and any other governmental payments that the employee received from any source (other than a "second job" or individual income replacement insurance benefits) during the period of time for which the back pay is being computed. The arbitrator shall render his/her decision within 30 days from the last date evidence was submitted unless additional time is requested by him/her and mutually agreed to by the parties.

**Section 11.03. Questions of Arbitrability.** The question of whether or not a grievance is subject to arbitration may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. However, the party disagreeing with any decision by the arbitrator as to arbitrability, may proceed to challenge said decision pursuant to formal legal process in a court of competent jurisdiction prior to initiation of the arbitration proceedings.

**Section 11.04. Fees and Costs.** The fees and any other costs for the services of the arbitrator and the cost of the hearing room, if any, shall be borne by the losing party. In the event the arbitrator's decision fails to grant the requested award of either party and represents a "split decision", the reporter shall be paid by the party requesting one or split equally by the parties if both parties desire a court reporter, or request a copy of any transcripts. The arbitrator shall make his/her decision based upon the evidence which is submitted at the hearing. Each party shall bear its own costs for its preparation, attendance of its own representatives at the hearing, including all witnesses, exhibits or any other matter or item which either desires to bring to the attention of the arbitrator.

## **Article 12 - Deduction of Dues**

Upon receipt of a written, personally signed authorization form from a member of the Muncie Police Department, the City shall deduct any and all amounts requested by the regular police officer including the following: F.O.P. Lodge #87 dues and assessments and Police Sympathy Club.

## **Article 13 - Conventions and Training**

**Section 13.01. President.** The duly elected President of F.O.P., upon certification to the Chief of Police, shall be afforded time off without loss of pay to perform his designated local, state and international F.O.P. duties. The amount of time off so taken shall not exceed 15 workdays during each calendar year of this agreement; provided, however, additional time off without loss of pay may be taken if approved in advance by the Chief of Police. Time off taken pursuant to this section by the President of the F.O.P. shall not count as time off for purposes of Section 13.02, below, unless the President does not use all 15 days. Remaining days not taken pursuant to this section will be rolled into days that are available to the other members covered in section 13.02.

**Section 13.02. Other Members.** In addition, the duly elected president of the F.O.P. and any other police officer, as certified to the Chief of Police by the F.O.P. President, shall be afforded



time off without loss of pay to attend to F.O.P. conferences, conventions, sporting events, competitions and seminars. The amount of time off so taken shall not exceed a total of 35 working days plus any unused days rolled over from the F.O.P. President for the entire F.O.P. This shall include any State FOP sponsored sporting events (Golf, Softball, Basketball, Bowling, etc....) with the approval of the Chief of Police.

Section 13.03. Monthly Reports. The F.O.P. Secretary shall submit monthly reports to the Chief of Police setting out the amount of time off devoted to F.O.P. activities in Sections 13.01 and 13.02 above and give a summary of the nature of said activities. If the Secretary is unable to provide report for a certain month due to any circumstance, then he/she shall notify the F.O.P. President at least 5 working days prior to the end of the current month. If said notification is made, then the F.O.P. President will be responsible to submit monthly report to the Chief of Police.

Section 13.04. Executive Board. In addition, any duly elected member of the local F.O.P. executive board, as certified to the Chief of Police by the F.O.P. President, shall be allowed to leave his assigned duty to attend any called F.O.P. meeting. Said member shall remain in service while attending said called meeting.

Section 13.05. Negotiations. In addition, members of the F.O.P. negotiating team, not to exceed 5 members, shall be allowed time off, without loss of pay, for all negotiation meetings which shall be mutually set by the City and the F.O.P.

Section 13.06. Notice. Provided, however, with regard to granted time off in Section 13.01 and 13.02, the F.O.P. shall give the Police Chief's Office as much advance notice as possible.

Section 13.07. F.O.P. Business Time Off. There shall be no overtime compensation lost for approved F.O.P. business time off. Approval of time off shall be authorized in writing by the F.O.P. President or his designee and the Chief of Police or his designee.

#### **Article 14 - Wages**

The City shall pay the following as base pay for a regular police officer employed by the City of Muncie, Indiana:

In 2017 the base pay for a Police Officer First Class will be \$46,213.03

Effective January 1, 2017 the City of Muncie Police Department will implement a Step pay program for the hiring of new Police Officers. Probationary Officer (Year 1) will equal \$40,667.46.

Salary Structure	
1 <sup>st</sup> year of employment	12% less than Police Officer First Class (\$40,667.46)
2 <sup>nd</sup> year of employment	7 % less than Police Officer First Class (\$42,978.11)
3 <sup>rd</sup> year of employment	7 % less than Police Officer First Class (\$42,978.11)
4 <sup>th</sup> year of employment	Police Officer First Class (\$46,213.02)
11 <sup>th</sup> year of employment	Master Officer- 5% increase over Police Officer First Class (\$48,523.67)

The City recognizes that base salary for PERF contributions will be at Police Officer First Class rate, along with current max longevity rate. Officers that fall into a step category that is not at the rate of Police Officer First Class will still have City PERF contributions made at the rate of Police Officer First Class, along with current max longevity rate.

Current Officers employed by the Muncie Police Department prior to January 1, 2017 will be exempt from lower step pay rate, and be paid at the rate of Police Officer First Class. Officers that have completed at least 10 full years of service that is recognized by ILEA, will be paid at Master Police Officer Rate.

Officers hired by the Muncie Police Department after January 1, 2017 that are ILEA certified or certified by the Indiana Law Enforcement Training Board by waivers, will receive credit for prior years of service towards the salary structure with starting pay to be Police Officer First Class during probationary year.

Officers that have achieved the Master Police Officer rate and have earned Merit rank will be paid \$1500 annually (to be paid as part of salary) in lieu of receiving the Master Police Officer 5% percent increase.

Step pay rates are not in lieu of longevity pay. Longevity pay will still be paid at current rates, as defined in Article 17.

The City shall pay each employee every 14 days beginning on the 1st day of January, 2017  
The total salary shall include step pay rate, longevity pay, and specialty pay.

### **Article 15 - Hours of Work**

Section 15.01. General. Nothing in this agreement shall be construed as a guarantee of hours of work per day or per workweek or of days of work per workweek. The City will make reasonable efforts to provide to regular police officers 8 hours' work per day and 40 hours' work week. "Hours worked" shall include paid breaks, on-shift gym time, as well as hours actually worked, and excludes all other paid time off.

Every full-time officer, with Supervisor approval, will be given 1 hour, three times a week, at either the beginning or end of the shift to train in the Police gym. Abuse of this time may be grounds to revoke this privilege. FTO's will be allowed to utilize the Police Gym for 4 days of their work week. FTO's will have gym preference (start or end of shift) for their 3 normally assigned days regardless of seniority. FTO's who utilize 4<sup>th</sup> gym day will not force another Officer of their regularly assigned gym time. Supervisors will have the ability to grant or revoke gym time based on staffing needs for the shift.

### **Section 15.02. Work week: Pay Day.**

A. Work week: The work week is Saturday through Friday. The normal work week for regular police officers is 8 hours per day 5 days per work week. Days off shall be consecutive. Rotation for officer's days off shall be changed no more than once each year unless mutually agreed upon by the City and the Officer; provided however, this does not apply to bumping or transfers

B. Pay day: The pay period is 2 weeks, beginning on Saturday and ending on the Friday 2 weeks later.

Section 15.03 Shifts. The Chief of Police may establish shifts within the Police Department as necessary. Shift hours may vary from season to season.



Section 15.04. Shift Posting. All changes in shift assignment will occur on the first day of a pay period. Employees shall be given, in writing, at least 10 day's notice of a change in shift assignment. Employees shall have the discretion to waive their 10 written notice change.

Section 15.05. Call-out. The City may call out regular police officers to work at times other than the employee's scheduled shift if it is necessary for the efficient operation and safety of the City. If an officer works at a time other than his or her regular shift (i.e., court appearance, police meetings, schools or any other call-out not specifically related to the regular officer's shift) and the period of work is not connected to the officer's regular work shift, he or she shall be paid a minimum of 3 hours at the time and a half hourly rate.

## **Article 16 - Overtime**

Section 16.01 Overtime Pay. All overtime worked by an employee shall be paid at the rate of one and one-half times the employee's regular rate of pay, whenever an employee has worked 8 or more hours during the workday or other permissible work schedule period pursuant to the Fair Labor Standards Act of 1938, as amended ("FLSA"). Specialty pay, longevity pay, rank pay, and any shift differential shall be included in the calculation of the employee's regular hourly rate of pay as required by the Fair Labor Standards Act when determining the overtime pay premium. Use of a vacation day will count the same as actually working that day, and all overtime accrued will be paid accordingly.

Section 16.02. Performance of Overtime Work. Overtime shall be performed only upon assignment or with prior approval of the employee's immediate supervisor or the Chief of Police. Overtime accrued due to an officers working over to complete an assignment that began during his or her regular shift assignment shall be exempt from the overtime call out list. The Chief of Police and/or the employee's immediate supervisor shall have the right to select qualified individuals to perform such overtime in accordance with the following procedure:

Section 16.03. Assignment of Overtime. The City shall use the following definitions and procedures when assigning overtime.

A. Regular duty overtime is defined as all authorized time (rounded to the nearest one-quarter (1/4 hour) worked by an employee, which is in excess of 8 hours per day; all overtime work requiring shift officers to held past the scheduled end of their regular duty shift; and any duty related overtime requiring special skills or training to be effectively accomplished and all patrol minimum staffing overtime.

(1) As defined, regular duty overtime will be offered with minimum advanced notice.  
(Exception) Uniform patrol shift supervisors shall maintain quarterly minimum staffing sign-up sheets.

(2) Overtime shall be offered on a voluntary basis to officers currently assigned to the bureau, division or shift in which the overtime occurs, beginning with the most senior officer. An officer will not be offered overtime again until the current minimum staffing list has expired or has been exhausted by order of seniority, regardless of whether the officer accepted or turned down the offer to work overtime.

(3) If additional officers are required, the overtime shall be offered on a voluntary basis to any officer outside the bureau or division, beginning with the most senior officer. If the required number of officers is still not met, the overtime will be offered to Supervisors that have signed up on the quarterly minimum staffing list. The overtime will be offered to the Supervisor with the most time in grade.

(4) If the number of volunteers is not sufficient to fill the overtime vacancies required, the City shall draft officers, beginning with the least senior officer working the previous shift. Supervisors will maintain a list of drafted officers. The officer to be drafted will be the next least senior officer working so that the same officer will not be drafted twice in a row. Officers will continue to be drafted in this manner until the end of the pay period. Only one probationary Officer between six months and one year of service may be drafted at any one time. In the event additional Officers are needed to fulfill minimum staffing requirements, all additional Officers drafted must have at least one full year of completed employment and completed all training requirements to work on their own.

B. Special Duty Overtime is defined as overtime worked to provide police security for all special events.

1. This overtime shall be available first on a voluntary basis to any qualified officer regardless of Bureau (Division) or current assignment. Officers shall be assigned to this overtime beginning with the most senior officer.

2. If the number of volunteers is not sufficient to fill the overtime vacancies required the City shall draft qualified officers, beginning with the least senior officer regardless of their current duty assignment.

3. The City shall provide a minimum 10 day notice to all officers drafted and required to work special event overtime.

4. "Qualified" as used for purposes of this agreement shall be defined as a sworn full-time officer, who minimally has completed 6 months of time on the job.

5. In the event that time, circumstances (i.e. the secrecy or sensitivity of an assignment), does not permit the time needed for an overtime list to be compiled, the Chief of Police shall fill that assignment with officers immediately available.

Section 16.04. Vacation Time. Vacation time shall be credited as working hours. Any hours an officer works that exceed 8 hours per day shall be paid at one and one half times the regular hourly rate, even if the officer works less than 40 hours in a week or 80 hours in a pay period.

Section 16.05 Compensatory Time. Overtime worked by an employee may be designated in advance (on the appropriate form) as "compensatory time." Those hours designated as such shall be accrued at the rate of one and a half times the hours worked in a compensatory time bank." (A maximum of 45 hours worked) compensatory time may be accrued at any time during the calendar year. Any hours intended for accrual in excess of 45 shall be paid as regular overtime in the current pay period at the appropriate rate. An employee may choose to take accrued compensatory time as time off in four or eight hour increments at the supervisor's discretion so long as the time off does not create an operational hardship within that employee's division. Any accrued compensatory time not used within 60 calendar days of being earned shall be paid at the employee's regular hourly rate on the next payday. Upon termination of employment or retirement, the employee shall be paid at their regular pay rate for any accrued compensatory time. An employee using earned compensatory time shall not be eligible for minimum staffing call-in during the shift which the leave was granted. Compensatory time can only be scheduled out in advance up to 60 days. No compensatory time can be scheduled past a 60 day time limit. FTO's will be given ½ hour of compensatory time for every day in which they train a probationary Officer that is active in the FTO program. Time earned will be straight time. i.e. If an FTO trains a probationary Officer for a full five day work week, then that

FTO will earn 2.5 hours in compensatory time. FTO's will be responsible for turning in compensatory earnings, from training probationary Officers, on a weekly basis to their immediate supervisor.

**Article 17- Longevity Pay**

Subject to the provisions of this article, a regular police officer shall be eligible to receive longevity pay after achieving one year of service as follows: Seniority shall be defined as agreed to in Article 32, Section 32.02 of this agreement.

<b><u>Years of Service</u></b>	<b><u>Longevity Amount</u></b>
0 - 4 Years	\$ 00.00 / year
5 - 9 Years	\$ 900.00 / year
10 - 14 Years	\$ 1500.00 / year
15 - 19 Years	\$ 1900.00 / year
20 Years or more	\$ 2300.00 / year

**Article 18 - Specialty Pay –**

Officers that have achieved the Master Police Officer rate and have earned Merit rank will paid \$1500 annually (to be paid as part of salary) in lieu of receiving the Master Police Officer 5% percent increase in addition to the Officers rank pay.

<b>Rank Salary Structure</b>	<b>.</b>
Sergeant	12% increase from Police Officer First Class \$5,545.44 for 2017
Lieutenant	17% increase from Police Officer First Class \$7,856.04 for 2017
Captain	21% increase from Police Officer First Class \$9,704.52 for 2017

**Shift Differential Pay**

Afternoon shift will receive 2.5% increase from Police Officer First Class  
Midnight shift will receive 2.5% increase from Police Officer First Class  
Rate for 2017- \$1,155.32

**Technical Pay**

Certified Tech. 1	\$410
Certified Tech. 2	\$575
Certified Tech. 3	\$740
Certified Tech. 4	\$905

Certified Tech. 1	Two listed/assigned specialties or an Associate's Degree with a major/minor not applicable to Law Enforcement
Certified Tech. 2	Three listed/assigned specialties or an Associate's Degree with major/minor applicable to Law Enforcement, or a Bachelor's Degree with major/minor in not applicable to Law Enforcement.
Certified Tech. 3	Four or more listed/assigned specialties or a Bachelor's Degree with major/minor applicable to Law Enforcement, or a Master's Degree with major/minor not applicable to Law Enforcement, Or Assigned to Hazardous Duty
Certified Tech. 4	A Master's Degree with major/minor applicable to Law Enforcement or Graduate Northwestern University School of Police Staff & Command; Louisville University Southern Police Institute; or The National Academy or Any Member who has served as Chief of Police of the Muncie Police Department.

**Specialties****A. Certified Experts**

1. Fingerprint Comparison / Classification
2. Drug Recognition Expert
3. Accident Reconstructionist
4. C.V.S.A.
5. Certified Computer Technician
6. Blood spatter

**B. Academy Certified Instructors**

1. Firearms
2. Defensive / Physical Tactics
3. E.V.O.C.
4. F.T.O.
5. ASP Baton
6. Physical Fitness
7. S.F.S.T. Instructor

**C. Technical Certifications**

1. Breath Test Operator

2. Armorer
3. Crime Scene Technician
4. Hostage/Crisis Negotiation

**D. Hazardous Duty Assignments**

1. S.W.A.T. Team
2. K-9
3. S.C.U.B.A. Team
4. Bio-Hazard Team

This list may also include any field of instruction certified by and through the Indiana Law Enforcement Training Board. The list of specialties may be amended by a written agreement between the Chief of Police or his designee and the F.O.P. President or his designee. An employee's post-secondary degree shall be determined to be applicable to Law Enforcement or not applicable to Law Enforcement based on an agreement between the Chief of Police or his designee and the F.O.P. President or his designee.

**Article 19 - Emergency Responder Pay**

Every active employee of the Muncie Police Department shall be an emergency responder based on their accumulated and ongoing training and their availability to respond to all types of emergencies. Cardiopulmonary Resuscitation, first aid, and automatic external defibrillator certifications shall be maintained per the standards of the American Red Cross.

**Article 20 - Calculation of Final Pay Upon Resignation**

Officers who resign from the Police Department (not including retirement) shall receive final pay calculated in the following manner:

Total salary at the time of resignation shall include current step pay rate, longevity pay, technical pay, specialty pay (includes supervisor pay), emergency responder pay, and shift differential. A full day pay shall be received for each remaining unused vacation day upon resignation.

**Article 21 - Clothing and Equipment Allowance**

The City agrees to pay the following sums for the following years in cash for the replacement, maintenance and repair of clothing and equipment for a regular police officer. Said clothing allowance to be paid in the following installments on the first pay in June and the first pay in December.

\$1,500 - Installments of \$750

The City further agrees that at any time during the course of this agreement there is a change in uniform or equipment of a regular police officer, the initial cost of the change shall be the burden of the City. The City upon request shall replace any employee's equipment or clothing damaged beyond serviceability in the course of duty. Equipment or clothing replaced by the City shall be of equal quality to that which is issued to newly hired police officers.



Vests. The City further agrees that it shall provide body armor to each of its regular officer of the Muncie Police Department and shall replace said armor upon expiration of the manufacturer's warranty or in the event of documented job related damage that would invalidate said warranty. Body Armor shall be mandatory equipment to be worn by all officers that are issued the equipment. Officers choosing not to wear Body Armor shall acknowledge their personal decision by signing a release in lieu of being issued body armor.

Initial Issue of Equipment to new Officers. The following equipment shall be issued to all newly hired regular police officers beginning **January 1, 2017**

- 2- Short sleeve summer class B uniform shirts with patches
- 2- Long sleeve winter class B uniform shirts with patches
- 2- Pair multi-season class B uniform pants
- 1- Long sleeve winter class A uniform shirt with patches
- 1- Pair Class A uniform pants
- 1- Multi-purpose jacket with zip-out lining and patches
- 2- Shirt/jacket badges
- 1- Hat
- 1- Hat badge
- 1- Gun belt (including holster, handcuffs, handcuff case, magazine pouch, radio carrier, ASP Baton, Baton holder) If Officers request a different firearm holster other than the normal duty issue holster, then the Officer will pay the difference in cost if their selected holster is a greater cost than that of the holster selected by the Police Department.
- 1- Duty Handgun with three magazines and appropriate supply of ammunition
- 1- Body Armor Vest
- 1- Police identification Card
- Other accessories including buttons, hatband, name plate, belt keepers, tie, and tie bar

## **Article 22 - Holiday Time and Pay**

The City agrees to allot 14 holidays to police officers as follows:

New Year's Day	Memorial Day
New Year's Eve Day	Independence Day
Martin Luther King Jr's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Easter	Christmas Eve Day
Labor Day	Christmas Day

In each of the above listed Holidays, the midnight shift will begin on the night before the listed Holiday.

Holiday pay shall be paid at the rate of \$90 per Holiday.

The Holiday pay shall be paid to a regular police officer in two equal installments on the first pay in June and the first pay in December. A regular police officer shall be entitled to the Holiday pay regardless of whether or not he or she actually works on the said Holiday.

An officer who is scheduled to work a Holiday, or who is called in because of his/her special



assignment, who works the majority of a scheduled shift (without using any sick time) on a paid Holiday will receive a bonus amount in the sum of \$90.00.

The City agrees to pay an additional 3 days' pay for those regular police officers that have completed 20 years of service. This pay is to be administered and paid in three equal installments once every four months after the regular police officer reaches his/her twentieth year. The rate of pay shall be \$90.00.

## **Article 23 - Vacation**

**23.01 Amount of Scheduling.** Subject to the provisions of Article 12, regular police officers shall be entitled to vacation benefits as set forth below. This schedule of weeks off duty is governed by each police officer's years of service (seniority) in grade.

Vacation time may be taken in four or eight hour increments. Officers may take their vacation in "blocks" of week/s or as one day or half a day at a time. Officers are required to notify their supervisor in writing how they intend on taking their vacation. Those Officers taking blocks of vacation will (by seniority) be scheduled ahead of those Officers taking vacation time one day at a time.

Vacation selection shall begin promptly on January 1st for the upcoming year. The procedure for selecting vacation periods shall begin with the most senior employee in the shift assignment making his/her selection, then the next most senior employee, and continuing as such until all employees have made their first selection. A second, third, fourth, and if necessary a fifth round of selections in said manner shall continue. Any employee requesting a vacation period from January 1st until vacation selections are complete shall be granted the period and the period shall be considered as the last pick by that employee in seniority based selections.

Probationary officers shall earn one day (1) per month of service completed up to the end of the calendar year in which they were hired. Years of service shall be determined on January 1st based on the number of years that would be attained on the anniversary date during the coming calendar year (for example an officer hired on October 20th, 1990 would complete his **10th** year of service on October 20th, **2000**. Said officer would be credited with **7** weeks of available vacation on January 1, **2000**, as it is his **11th** year of service).

During the 2nd and 3rd year of service 4 weeks total.

During the 4th through the 10<sup>th</sup> year of service- 6 weeks total

During the 11<sup>th</sup>-15<sup>th</sup> year of service- 7 weeks total

During the 16th and greater years of service 8 weeks total

Each officer may take all of his/her vacation at once or be permitted to split his/her assigned weeks into one week increments. If split into one week increments, he/she must wait until all others have made their first selection before choosing his/her second selection of time. The officer must then wait until all others have made their second selection before the officer may make his/her third selection and so on until each officer has chosen his/her weeks.

Members may roll over any of their yearly vacation time to their "Banked Sick Days". Members

must notify the Chief of Police in writing of the number of days they want to "bank" by the second Friday in September.

Section 23.03 Vacation Schedule; Reassignment of Shift. Once a regular police officer's vacation schedule is assigned, it shall not be changed due to change in shift or assignment, if made pursuant to orders of the Department, unless it is mutually agreed upon by both parties. Where the change in shift or assignment is at the request of the officer, the assigned vacation schedule is subject to reassignment.

Section 23.04. Vacation Pay; Time of Payment.

A. Vacation Pay. One earned vacation day is equal to 8 hours. Pay for time off which is charged to vacation will be at the employee's regular rate of pay for the actual, scheduled straight-time hours not worked.

B. Time of Payment. Vacation pay is paid on the usual payday for the payroll period in which the vacation is taken.

Section 23.05. Holidays during Vacation. If a Holiday is observed during an officer's approved vacation, the Holiday will be paid as a Holiday and the day will also be charged to the employee's available vacation.

Section 23.06. Termination of Employment. An officer shall be entitled to receive the cash equivalence of his or her available but unused vacation existing at the time of termination of employment.

Section 23.07. Changes in Days Off Assignment. After vacation selection has been made, the scheduled days off and vacation day selection for that week are frozen and may not be changed despite a modification of the employee's days off. Days off will return to the modified schedule after the vacation is completed.

**Article 24 - Tuition Reimbursement**

Upon approval of the Chief or his designee, employees shall receive 100% reimbursement for tuition and book fees for Criminal Justice and Criminology courses when employees receive a passing grade ("C" or better). Reimbursement shall occur within 30 days after a written request for reimbursement is received by the Chief.

This article shall not provide reimbursement for courses begun or completed prior to January 1st, 2003.

**Article 25 - Physical Examination**

All regular officers under the age of 40 may, upon their request, be examined bi-annually, with new probationary police officers exempt for the first annual period from date of hire, by a physician named by the City. Officers 40 and older may, upon their request, be examined annually by a physician named by the City. Costs for physical examinations shall be borne by the City.

In addition to the medical, social, family history and exam, each individual shall have laboratory

studies to include, but not limited to, the following:

- A. Complete Blood count
- B. Chemistry 21 profile
- C. HDL cholesterol
- D. Urinalysis
- E. Pulmonary function
- F. Resting ECG and sub maximal bicycle exercise stress test
- G. Skin fold measurements with an estimation of total body fat
- H. Visual testing to include color vision, stereopsis, fusion, horizontal field vision (grossly) and visual acuity (corrected if glasses are worn).

The City and the F.O.P. jointly anticipate an increase in the cost of said examination and recognize the problems of such an increase in cost. Neither party shall be obligated to bargain about physical examinations during the term of this agreement, nor shall the City be committed to bear any cost over and above \$10,500 per year for said physical examinations. Physicals will be voluntary. The physical examination report shall be confidential and shall remain in the custody of the physician conducting the examination. Information made available to the City shall be limited to a report of "fit for duty with necessary work restrictions or accommodations." The physical examination is limited to the Industrial Physical Program given at Ball Memorial Hospital.

#### **Article 26 - Job Stress Counseling**

The City shall pay to provide at no cost to the regular police officer professional counseling services for the regular police officer, their spouse and children to help alleviate problems that may exist due to occupational stress. The counseling sessions shall remain confidential between the officer, the officer's family and the counselor. Information shall be released to the City only upon the written consent of the officer.

#### **Article 27 - Life Insurance**

The City shall pay the full premium for a \$30,000 life insurance policy with accidental death and dismemberment clause for each active police officer. An officer may purchase up to an additional \$20,000 of life insurance through the City at the officer's sole cost and expense.

The City shall pay a \$5,000 death benefit to the beneficiary or estate of all retirees of the Muncie Police Department.

#### **Article 28 - Sick Leave**

Employees shall be entitled to sick leave based on the following provisions:

- A. Employees shall notify their supervisor of the need to use sick leave time at least 45 minutes prior to the start of their assigned shift.
- B. Employees requesting sick leave time shall not be unreasonably denied.
- C. An employee receives 5 paid sick days per year that may be used in 1 day increments due to illness of the employee. When an employee uses these days the employee shall not be required to provide written verification from a physician unless the City has a reason to believe the employee is not using these days for the employee's own illness or the illness of the employee's immediate family. Immediate family shall mean the employee's spouse, parent or minor child. If an employee uses less than 5 sick days during the calendar year, the remaining days (a maximum of 5 per year) shall accrue toward the employee's retirement benefits.

D. The sixth and subsequent sick leave days used in a calendar year shall require a written verification from a physician and shall be unpaid except as specifically provided in the Article 28. Paid sick days beyond the 5 days described in paragraph 2 above, may only be used for the employee's own illness.

E. Should employee's physician recommend extended sick leave, the employee shall be granted up to 10 weeks of extended sick leave time.

F. Employees who require non-duty extended sick leave time in excess of 10 weeks shall be entitled to receive donation of sick leave time from other employees as defined by city ordinance 54-01

G. Employees who become injured or ill in the line of duty shall be allowed extended paid sick leave not to exceed one year. If additional sick leave is needed to recuperate then the employee will be granted additional unpaid time based on the decision of a joint committee (including the President of City Council or his designee, the Chief of Police or his designee, and the President of the F.O.P. or his designee) which shall review the report of the city's physician and determine that the employee will ultimately be able to return to duty.

H. Employees are prohibited from performing any work while on sick leave.

I. Notwithstanding the preceding when an employee is using paid sick days for a worker's compensation injury, the employee may only use sick days in an amount sufficient to make up the difference between the employees regular pay and the worker's compensation benefit.

J. No Officer will have to use their 5 paid sick days if he or she is hurt while on-duty or performing a Department function that is recognized as his or her duty day, and has to leave and/or miss work for health, safety, or any other reason that is a direct result of the injury. First injury report forms will be completed but, this will not require the Officer to seek medical attention for the injury. The Officer will only be required to use their 5 paid sick days if the work injury causes the Officer to miss enough time to be placed on extended sick leave. If the Officer is placed on extended sick leave, then they will be required to use any remaining paid sick days prior to being placed into 10 weeks of extended sick leave time.

#### **Article 29 - Bereavement leave**

In the event of the death of an officer's immediate family, the employee shall be granted up to a maximum of 5 working days leave per occurrence. Immediate family shall include spouse or significant other (one who resides in the home of the employee in the place of a spouse), children, stepchildren, grandchildren, parents, grandparents, brother, sisters, mothers-in-law, fathers-in-law, daughters-in-law, sons-in-law, sisters-in-law, brothers-in-law, or legal guardian or other person who stands in the place of a parent (in loco parentis).

Realizing that extenuating circumstances can occur, the Chief of Police retains the right to grant additional working days of leave time per occurrence as the situation may warrant.

In the event of the death of a member of an officer's family which does not qualify as immediate family, less bereavement leave time may be granted up to a maximum of 5 working days per occurrence at the discretion of the Chief of Police.

#### **Article 30 - Emergency Leave**

In the event of a verifiable emergency, an employee shall be granted up to 5 working days leave per year. Realizing that extenuating circumstances can occur, the Chief of Police retains the right to grant additional working days of leave time per occurrence as the situation may warrant.

Verifiable emergencies shall be defined by agreement of the Chief of Police and F.O.P.



President or their designees.

### **Article 31 – Paternity Leave**

In the event of child birth, an employee shall be granted 5 working days leave.

### **Article 32 - Seniority**

Section 32.01. This article applies only to uniformed patrol officers of the Muncie Police Department who have completed their probationary year.

Section 32.02. Seniority for a uniformed regular police officer is defined as the uniformed regular police officer's total length of service with the police department as a full time regular police officer. In the event two or more uniformed regular police officers have the same date of hire, the senior uniformed police officer shall be the uniformed regular police officer who ranked highest on the Merit Commission's eligibility list for appointment to the Police Department.

Section 32.03 At no time shall any supervisor and/or administrator, change a uniformed regular police officer's shift for any reason except as set forth below:

- A. If a shift is over staffed, then the least senior (in years) uniformed regular police officer shall be moved to another shift which seniority would allow.
- B. If a uniformed regular police officer wishes to change shifts, he/she may move to another shift once during the calendar year, so long as he/she has more seniority than someone on the other shift, and the least senior uniformed police officer on the shift to which he/she transfers shall take effect on the first day of the pay period. Transfers shall be granted with 30 days of the date the written request is received by the Chief of Police or his designee. Prior to January 1st of each year, employees shall submit their preferences for shift assignment and shall be granted that preference according to seniority.
- C. If a uniformed regular police officer agrees to take special training in a technical field he/she may be required to work a particular shift, if such is reasonable, because of the need to utilize the special skill (K-9 as an example).
- D. If a uniformed regular police officer agrees to accept a promotion he/she may be required to change shifts. Any Officer accepting promotion will still be given 10 day notification of transfer, but may opt to waive 10 day notification. If newly promoted Officers opt to waive 10 day notification that is required, then a letter will be submitted to the Chief of Police, with their intent to waive notification to be transferred shifts.
- E. If agreed upon by the officer and the City, an officer may be temporarily transferred for up to 90 days. At the end of the ninety (90) days of the officer's temporary transfer, the officer shall have the right to return to his or her pre-transfer assignment. An officer on temporary transfer shall abide by seniority rules within that bureau. Multiple officers temporarily transferred at the same time shall be returned to their pre-transfer assignment starting with the most senior officer first.

### **Article 33- Shift Identification**

All shift times of the various units, divisions, and bureaus will be determined by the Chief of Police or his designee.

## **Article 34- Layoff**

**Section 34.01. Generally.** There shall be no lay-off of Regular Police Officers which reduce the Departments authorized manpower level below the levels contained in this agreement except as stated in paragraph 34.02 below.

**Section 34.02. Procedure.** In the event of an economic emergency where such economic emergency is not caused by a transfer of funds to other projects the City may lay-off Regular Police Officers as described in the following procedures:

(a) The city shall give written notice to the F.O.P at least thirty (30) calendar days prior to the start date of any layoff. Such notice shall be signed by the Mayor and the President of the City Council or each of their designees. The notice shall include reason or reasons for the layoff, number of officers to be laid off, and the estimated time until recall. Such notice shall be either personally given to the President of the F.O.P. or mailed to the F.O.P. at the following address: President, Fraternal Order of Police Lodge #87, 821 S. Butterfield Rd., P.O. Box 515, Muncie, Indiana 47305

(b) Following the giving of such notice and at least 10 days prior to the time of proposed layoff, The Mayor, Chief of Police, or their designee, President of City Council and/or their designee, and President of the F.O.P. or their designee, shall meet and discuss the proposed layoff and explore possible ways to avoid the layoff.

(c) If, following such a meeting, the City has met the requirements outlined in paragraph 34.02 above and continues to deem it necessary to layoff regular Police Officers, then Reserve Officers, Special Officers, and Auxiliary Officers employed on a regular, full-time basis by the Police Department shall be released first. Thereafter, the layoff of regular Police Officers shall be on the basis of reverse seniority, starting with the least senior regular Police Officer and going up the seniority ladder from that point. For each regular Police Officer laid off the City must layoff 1 civilian employed on a regular, full-time basis by the Police Department until such time as 50% of the regular, full-time civilians employed by the Police Department have been laid off. Additional layoffs of civilians employed on a regular, full-time basis by the Police Department beyond 50% shall be determined by the City in its sole discretion. Recall of regular Police Officers who are on layoff shall be on the basis seniority, starting with the most senior and going down the seniority ladder from that point.

(d) However, if a regular Police Officer is called to full-time Military Duty for a period that exceeds six months, the Chief of Police may replace the regular Police Officer's spot on the department with a new hire. When the regular Police Officer returns from Military Duty he will resume his spot on the Police Department. If the return of the regular Police Officer from Military Duty causes the Police Department to exceed its current approved staffing level the lowest senior officer shall be laid off. This layoff will occur without causing any civilian employee to be laid off.

**Section 34.03 Performance of Work.** Subject to the restrictions set forth in this Article 34, during any time when one or more regular Police Offices are laid off:

(a) Work for which a Reserve Officer, Special Officer or Auxiliary Officer would be paid to perform shall first be offered laid off regular Police Officers on the basis of seniority, starting with the most senior. If such work is accepted and performed by a laid off regular Police Officer he/she shall be paid therefore on an hourly basis at the same, standard hourly rate as would have been paid to a Reserve Officer, Special Officer or Auxiliary Officer who performed the



work.

(b) Except as permitted by paragraph (c), below, during each full calendar month one or more regular Police Officers are on layoff, no work shall be performed by Reserve Officers, Special Officers, or Auxiliary Officers.

(c) If the City desires to have Reserve Officers, Special Officers, or Auxiliary Officers perform work, it shall first offer the work to laid off regular Police Officers on the basis of seniority, starting with the most senior. A list of all work presently being filled by any non-regular Officer, will be posted and kept updated to allow regular Police Officers every opportunity to perform the duties. No non-regular Officer will be allowed to perform any job of a Muncie Police Officer, unless verified by the F.O.P. President or his designee, and a regular Police Officer on layoff status is not available to perform the duty.

1. If a laid-off regular Police Officer accepts and performs the work, he/she shall be paid therefore on an hourly basis at the same, standard hourly rate which at this time is paid to Reserve Officers, Special Officers, or Auxiliary Officers for paid work;

2. The work which is not accepted and performed by regular Police Officers may be performed by Reserve Police Officers, Special Officers, or Auxiliary Officers.

3. At any time a regular Police Officer is on layoff from the City Police Department, that member's health and life insurance shall continue in full force and effect for a period of 6 months from the date of layoff.

Section 34.04. Recall of laid off regular Police Officers. All laid off regular Police Officers shall be recalled starting with the most senior regular Police Officer.

(a) Laid off regular Police Officers shall be notified by registered mail of the opportunity to return to active status with the Muncie Police Department. Within 14 days after receiving the letter the laid off regular Police Officer must respond to the City in writing, their acceptance or denial of employment. Denial of employment by the laid off regular Police Officer shall result in the loss of all rights to recall.

(b) Laid off regular Police Officers shall remain eligible to return under Section (a) above for a minimum of 2 years after the date of layoff regardless of seniority. Officers with more than 2 years seniority shall be eligible to return for a period of time equal to the time of their service to the Muncie Police Department.

Section 34.05. Hiring Freeze. For purpose of this Article 34, a hiring freeze is not considered to be a layoff and as such the provisions of this Article 34 do not apply during a hiring freeze. A hiring freeze is an example of one of the ways in which the City and the F.O.P. may agree to avoid a layoff as described in Section 34.02 (b), above.

### **Article 35 - Manpower**

The authorized manpower level of 104 members shall be maintained unless mutually agreed upon by the City and the F.O.P. In the event new areas are annexed into the City during the term of this agreement, the City and the F.O.P. shall meet to discuss increasing the authorized

manpower levels in accordance with the most current annexation study.

Whenever manpower levels are reduced lower than 104 the Chief of Police shall, within 30 calendar days, request that the Merit Commission appoint an officer to fill such vacancy from the existing legal hiring list.

Whenever a vacancy in rank occurs, the Chief of Police shall, within 30 calendar days, request that the Merit Commission appoint an officer to fill such vacancy, from an existing legal promotional list. Provided, however, that nothing in this paragraph shall be construed to limit the authority of the Chief and the Merit Commission to determine appropriate numbers of Officers of each rank.

### **Article 36 - Shift Strength**

Sufficient personnel shall be maintained on duty and available for response to calls. Sufficient regular patrol Officers shall be available to provide a minimum of 8 regular patrol Officers for an 8 hour shift. If sufficient personnel are not available to meet the minimum staffing requirements, regular patrol officers shall be retained or recalled on overtime. Only one probationary Officer between six months and one year of service may be drafted at any one time. In the event additional Officers are needed to fulfill minimum staffing requirements, all additional Officers drafted must have at least one full year of completed employment and completed all training requirements to work on their own.

### **Article 37 - Off-Day Employment**

Police Officer's extra employment shall not be interfered with unreasonably, so long as it is honorable, honest work, and so long as it does not conflict with the policies or general order of the Police Department. In addition, the officer shall provide the Chief of Police with a signed insurance indemnification form.

No Officer will be allowed to work extra employment during his/her probationary year, with the exception of any Officer that was an MPD reserve with a 200 unit number and transfer/waivered Officers with more than one year of service at prior department with ILEA or equivalent training. All extra employment during these times must have been acquired prior to starting full time. No probationary Officer will seek new extra employment during his/her first year, with the exception of transfer/waivered Officers. Transfer/waivered Officers may seek new extra employment after six months full-time employment with the approval of the Chief of Police.

### **Article 38 - Drug and Alcohol Policy**

#### **Section 38.01. Philosophy and Purpose.**

A. Substance abuse is a concern because of its relationship to and adverse effects upon job performance, productivity, sickness, accidents and injuries in the workplace. The illegal use of drugs or the use of alcohol during working time tends to make the affected employee less productive, less reliable, and prone to greater absenteeism and threatens the Muncie Police Department's ability to function properly. The Department cannot tolerate any use of alcohol or any illegal drug use which might impair the health and well-being of its employees.

All Department employees have the right to work in a drug-free environment and to work with persons free from the effects of substance abuse.

B. The City and FOP Lodge #87 agree that the use of alcohol during working time is prohibited. The City and FOP Lodge #87 also agree that the use of illegal drugs, and the abuse of prescribed drugs is prohibited, during working time and while off-duty. Further, the parties hereto agree that being under the influence of alcohol or illegal drugs during working time is prohibited.

Section 38.02. First Offense Submission to Treatment by the Officer.

A. The early recognition and treatment of substance abuse is important for successful rehabilitation, for reduced personal, family, and social disruption. This is also important to the operation of the Department. FOP Lodge #87 and the City, jointly, have in place an Employee Assistance Program (EAP) which shall assist in meeting the employee's needs. This is a voluntary, confidential service between the employee and the EAP counselor, and shall not be shared with the employer for discipline purposes, nor shall the report of any discussions become part of the employee's personnel file, except as otherwise provided in 38.03(b), below paragraphs, and provided the Police Officer completes the program.

B. Voluntary participation in a substance abuse treatment program shall not be reflected in the employee's personnel file. However, failure to complete such program shall be reflected in the employee's personnel file, and the EAP counselor shall notify the Chief of Police. It is understood that if the Officer voluntarily enters a substance abuse treatment program through EAP, and successfully completes the program, then record of participation and completion shall not be reflected in the employee's personnel file. Further, no disciplinary action will take place against the Officer with voluntary entrance and completion of a substance abuse treatment program.

C. If the Officer failed to complete a substance abuse treatment program that he/she entered voluntarily or in the event an Officer tests positive ("positive for purposes of this subparagraph C. to be defined as testing positive for drugs (due to course of investigation, or random drug screening) pursuant to the second confirmatory test), he/she shall face disciplinary action up to, but not including termination for the first time offense. They shall also be given three options by the City which shall include the following:

1. Voluntarily quit employment with the City;
2. Retire;
3. Enter mandatory substance abuse treatment program (resources available through EAP)-

\*For Officers that chose this option that failed a substance abuse treatment program which was entered voluntarily by them, than EAP and Officer will be required to provide the City progress on the current substance abuse treatment program. This shall be reflected in the employee's personnel file, but still only considered a first time offense.

It is understood and agreed that in the event the Officer who has randomly tested positive for drugs or alcohol based on reasonable suspicion, and DOES NOT complete a mandatory substance program, he/she only have options 1 and 2. If the Officer does not elect to voluntarily quit or retire, then the Chief of Police may pursue the termination of employment of the Officer through the Muncie Police Merit Commission (with a majority vote) after the case has been presented. In the event the Officer successfully completes the program, no further discipline shall be invoked against him/her.

Any Officer, whether based on random selection or reasonable suspicion, who has completed the substance abuse treatment program that tests positive for drugs during the subsequent 24 month period, shall only have options 1 and 2 available to him/her. If the Officer does not elect to voluntarily quit or retire, then the Chief of Police may pursue the termination of employment of the Officer through the Muncie Police Merit Commission (with a majority vote) after the case has been presented.

It is understood that the City may conduct non-random drug screens, as requested by the Chief of Police, on any Officers that have completed a substance abuse treatment program during the subsequent 24 months of program completion. This is important to ensure that the treatment program was successful in the rehabilitation of the Officer, and that there is a continuing drug-free work environment.

#### Section 38.03. Education.

A. Bargaining Unit- The City shall arrange and provide information to bargaining unit employees regarding drug testing procedures, the consequences of testing positive under this Article, and the effects of drug and alcohol abuse within 90 calendar days after the effective date of the agreement and at least annually thereafter.

B. Supervisory Personnel- The City shall arrange and provide information to supervisory personnel regarding drug testing procedures, the consequences of testing positive under this article, the effects of drug and alcohol abuse, and how to determine whether an employee is using, consuming or under the influence of drugs or alcohol during working time within 90 calendar days after the effective date of this agreement and at least annually thereafter.

#### Section 38.04. Random Testing and Reasonable Suspicion.

The City and FOP Lodge #87 agree that in addition to the procedures for voluntary submission to Personnel, as well as testing based on reasonable suspicion, shall be employed to prevent workplace substance abuse.

A. "Random unannounced drug testing" means testing for the purposes of detecting drugs which is conducted on a periodic basis, without advance notice of the test to bargaining unit employees and without individualized suspicion. The selection of employees to be tested from the pool of employees subject to testing shall be done based on a neutral and objective selection process by an entity independent from the City. In addition, such selection shall be made by a computer-based random number generator that is matched with bargaining unit employee's social security number, payroll identification number, or other comparable identifying numbers, or other comparable identifying numbers in which each member of the bargaining unit employee population subject to testing has an equal chance of selection for initial testing, regardless of whether the employee has been tested or selected previously. The random selection process shall be conducted through a computer program that records each selection by date, time, and employee number. All documentation associated with this testing procedure shall be kept strictly confidential. All random testing of Police Officers shall occur during working hours and/or a tour of duty. Police Officers that work the midnight shift will be allowed to turn in either overtime or compensatory time if selected for random drug screening, due to the screening facility only being open during normal business hours.

B. An employee shall be required to submit to an immediate drug or alcohol test where a



reasonable suspicion exists that the employee is using, consuming or under the influence of illegal drugs or alcohol during working time.

"Reasonable suspicion" as used in this article shall include, but is not limited to observations and documentation by the employee's immediate supervisor or higher ranking employee of an employee during working time behaving in a manner which gives the immediate supervisor (or higher ranking employee) reason to suspect the employee is using, consuming or under the influence of alcohol or illegal drugs. Examples of objective observations influencing work-related behavior include the following:

1. Odor of alcohol on breath;
2. Apparent difficulty in comprehending conversation or responding to directions/confusion;
3. Difficulty in expressing himself/herself; for example: overly rapid or slow speech; rambling, incoherent sentences even apart from slurred speech;
4. Unusual disorientation;
5. Unusual swings in emotion or behavior inappropriate for the situation, extreme anger, laughter or depression;
6. Aggressive behavior;
7. Lack of manual dexterity;
8. Unexplained work errors; unusual difficulty in performing other tasks;
9. Unusual lack of coordination in walking or performing other tasks;
10. Observation of person drinking or using drugs; or
11. Other recognized and accepted symptoms of the use of being under the influence of alcohol or illegal drugs.
12. An employee is seriously injured or involved in an accident possibly caused by his/her human error during working time.

C. In the event an employee's immediate supervisor or higher ranking employee determines a reasonable suspicion exists as set forth in Section 38.04(b), above, such reasonable suspicion must be confirmed by another supervisory, managerial or other higher ranking employee. The individual observing the behavior shall complete and sign the Substance Abuse treatment and e Checklist form and said form shall also be signed by the individual confirming said behavior. Failure by a supervisor or other higher ranking official to confirm such behavior shall not constitute "reasonable suspicion".

D. The Chief of Police or his designee shall be notified immediately when reasonable suspicion exists that an employee is using, consuming or under the influence of alcohol or illegal drugs or when an employee tests positive pursuant to the random procedure. The Chief of Police or his designee shall be given a completed Observed Behavior-Reasonable Suspicion Record form by the supervisor or other higher ranking employee. The Chief of Police or his designee shall notify the FOP Lodge #87 President or his designee immediately. The FOP Lodge #87 President or his designee and the bargaining unit employee shall also be given a copy of the completed checklist form.

E. The Chief of Police or his designee shall arrange for another supervisory or managerial employee to accompany to the testing facility for drug and/or alcohol testing.

#### Section 38.05. Testing.

##### A. Initial Testing.

1. The initial facility shall collect a sample. The facility will utilize a 10 panel nondot urine drug test. Test of the drugs in that panel include, Marijuana, Cocaine, Amphetamines, Heroin, Morphine, Codeine, PCP, Benzodiazepines (Xanax, etc), Barbiturates, and Methadone.

2. A chain of custody form shall accompany the specimen identifying each person having contact with the specimen and the condition of the tamper-proof seal.

3. If the initial testing results are non-negative, the specimen is forwarded to a SAMSHA certified lab for confirmatory testing.

4. After completing analysis, negative specimens will be discarded at the initial testing

B. Confirmatory Testing Laboratory

1. The confirmatory testing laboratory shall confirm initial non-negative results using gas chromatography/mass spectrometry (GCMS) techniques

2. All test results will be sent to the medical review officer.

3. After completing analysis, negative specimens will be destroyed and all non-negative specimens shall have an aliquot frozen and retained for 12 months.

C. Confirmatory Testing - Employee.

1. In the event an employee tests positive for illegal drugs, the employee may have the same sample tested by a SAMSHA certified laboratory at the employee's expense. A copy of these independent results shall be forwarded to the medical review officer and the Chief of Police or his designee.

D. It is agreed that if the F.O.P. #87 and the City of Muncie negotiate higher threshold levels in any testing procedures, such levels shall be adopted and become effective immediately.

Section 38.06. Medical Review Officer

A. Receipt of Results. The Medical Review Officer (MRO) shall receive all test results from the confirmatory testing laboratory.

B. Other Duties. Other duties of the MRO are as follows:

1. Verify laboratory results, including chain of custody;
2. Review and interpret each confirmed positive test result;
3. Notify the employee of a confirmed positive test result;
4. Provide an opportunity for the employee to discuss a positive test result;
5. Review the employee's medical history as appropriate;
6. Review medical records as appropriate;
7. Notify the Police Chief, or his/her designee of a verified positive test;

C. Notification - Negative. If the drug test results are negative for the presence of drugs, the



MRO shall notify the Chief of Police or his/her designee.

D. Receipt of Results. Upon the receipt of notice that an employee's second confirmatory drug test is complete, all laboratories shall provide the MRO with the results of each and every testing sequence, including a copy of the Chain of Custody Form. The MRO will provide copies of this documentation to the Police Chief or his/her designee, the officer, and the F.O.P #87 President or his/her designee.

E. If Testing Results are Inconsistent. If the results of the two confirmatory testing procedures are inconsistent, then no finding shall be made regarding the drug testing of the employee. This shall be communicated to the employee and the F.O.P #87 President or his/her designee in writing. The Police Chief shall be free to initiate subsequent testing at his/her discretion for the subsequent 24 months, but not to exceed 8 drug screens."

F. If Sample Results Are Consistent. If the results of the two confirmatory testing procedures yield consistent results, the positive test result will be conclusive and final.

G. Employee Notification - Final. Where the second confirmatory test yields a consistent, positive result for the presence of drugs, the Police Chief or his/her designee shall schedule a meeting with the Officer. The Officer may have present his/her EAP representative or legal counsel.

#### Section 38.07 Rehabilitation Program.

Employees who do not enter a program through the random or reasonable suspicion procedures but who enter a program on their own initiative shall not be subject to retesting. The treatment and rehabilitation shall be paid for by the employee's insurance program. Any self initiated treatment costs over and above the insurance coverage shall be the responsibility of the employee.

Section 38.08. Required Documentation. Any employee who is required to successfully complete a substance abuse program, including all required after care, as part of the random or reasonable suspicion procedure shall submit the following documentation to the Police Chief and the EAP representative his/her participation in aftercare as a condition of his/her successful completion of the required substance abuse program:

- A. A copy of the recommended aftercare program.
- B. Results of any random drug and/or alcohol screening conducted as part of the aftercare program.
- C. Dates of AA meetings attended or any other meetings attended as required as part of the aftercare program; and
- D. The schedule of sessions held with the aftercare program counselor assigned to the employee, including a monthly progress report from the counselor.

This documentation shall be submitted at the end of each month for the first six (6) months and quarterly thereafter at the end of each quarter until the aftercare program is completed.

It is understood that completion of a required substance abuse program, and submission of required documentation does eliminate possible disciplinary action that can be taken pursuant to section 38.02. All required documentation will be kept in employee's personnel file.

#### Section 38.09

A. Cost. The cost of all initial testing and confirmatory drug tests shall be borne exclusively by the City. The cost of secondary lab test shall be borne by the employee.

B. Standards of Performance. Employees, who are enrolled in substance abuse programs, including the required aftercare, whether voluntary or involuntary, shall be subject to all of the Department's rules, regulations, and job performance standards that are established for other employees.

Section 38.10 Definition. As used in this Article, the following definition of terms shall apply:

A. Substance Abuse. Substance abuse shall mean using, consuming, or being under the influence or illegal or controlled drugs or alcohol during working time.

B. Illegal or Controlled Drugs. Illegal or controlled drugs shall mean testing positive for any of the following: Marijuana Metabolites, Cocaine Metabolites, Opiate metabolites, Phencyclidine or Amphetamines.

C. Chain of Custody. Chain of custody shall mean a procedure, which accounts for the integrity of each urine specimen by tracking its handling and storage from the point of specimen collection to its final disposition. Chain of custody forms shall, at minimum, include an entry documenting the date and reason for the transfer or handling of each specimen, as well as the identity of every individual in the chain of custody.

D. Drug Test. Drug test may include urine or other type of test to determine the presence of drugs and administered by a testing facility meeting the qualifications required by this policy.

E. Confirmatory Testing Laboratory. The confirmatory testing laboratory shall be a SAMSHA laboratory which complies with the scientific and technical guidelines for federal drug testing programs and the standards for certification of laboratories engaged in urine drug testing for federal agencies issued by the alcohol, drug abuse, and mental health administration of the U.S. Department of Health and Human Services. The CITY and the F.O.P. #87 agree that the I.U. Health Occupational Services have contracted with such SAMSHA certified laboratories. The parties hereto may mutually agree from time to time to other NIDA laboratories as a confirmatory testing laboratory.

#### **Article 39 - Employee Assistance Program**

The F.O.P #87 and the Muncie police Department recognize that an employee may have personal problems that may affect their health and wellbeing, as well as impart deleterious effects on the individual's job performances abilities. The F.O.P. and the City support and encourage the individual and his/her family to seek meaningful and effective assistance through the confidential use of Employee Assistance Program facilities. The goal of the EAP is to restore an individual to health and full recovery. Personal and health problems such as alcohol or drug abuse, stress, marital, family, emotional, medical, legal, financial, and/or career can be effectively dealt with through the use of EAP and outside referrals. Some of these problems are recognized as diseases by the medical profession, which requires skilled rehabilitative assistance and treatment. The F.O.P. and the City are concerned with the problems, which definitely and repeatedly impair the job performance and dependability of the individual and the health, safety, or interpersonal relations of all members in contact with the affected individual.

Voluntary utilization of the program is encouraged with the assurance of confidentiality and job security. Confidentiality of all records of the employee pertaining to participation in the EAP will be maintained. All persons participating in the EAP are expected to meet existing job performance standards and established work rules within the timeframe of this agreement. Exceptions to this policy will be considered on an individual basis and decided by mutual agreement of the F.O.P. and the City. The EAP does not replace established disciplinary processes or the individual's access to the grievance procedures provided for in this contract. Individuals who continually refuse or reject remedial assistance and/or treatment will be handled according to the police Department's disciplinary procedures. For an employee who voluntarily participates in the EAP for substance abuse and successfully completes said program, the cost of the program shall be paid in accordance with the present health insurance coverage. Any mandatory participation in the EAP for substance abuse and the employee successfully completes said program; the cost shall be paid in accordance with the present health insurance coverage. If the employee chooses not to complete the program, (including required after care) the employee will pay (100%) one hundred percent of the cost of the program and be subject to disciplinary action. Police Department Personnel and their family may call an EAP representative directly or through their immediate supervisor, if they so desire, for help in assessing personal problems.

Appropriate training of EAP personnel will be maintained to ensure the credibility and professionalism of the program. The City of Muncie Police Department shall pay for appropriate training. There shall be (4) four EAP unless the F.O.P. mutually agree upon another number.

It is the intent of the EAP to maintain the highest professional standards in safeguarding the privacy and personal dignity of all who seek or accept services. The EAP representative will be elected by the body of the F.O.P. #87 and will be given time off to allow for preparation. Time spent on EAP will be considered as duty time.

#### **Article 40 – Non Police Officer Related Work**

No employee shall be required to do maintenance, cleaning, painting, or unreasonable non-Police Department related work unless specified in an employee's job description. City shall, whenever feasible, consult with the F.O.P. Lodge #87 President prior to requiring any employee to perform non-Police Department related work. Whether or not said work is "unreasonable" shall be subject to the grievance procedure outlined in Article 10.

#### **Article 41 – Bill of Rights**

Section 41.01. Whenever a police officer is under investigation (such officer hereafter referred to as "Accused") by the Internal Affairs Unit or any other police officer delegated by the Chief of Police to investigate a formal complaint, he shall have the following rights:

A. An accused shall only be required to appear before an internal Affairs Unit investigator for questioning or an interview when a signed and sworn formal complaint has been filed against him and he has been notified thereof. The complaint shall be 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 at least twenty-four (24) hours prior to his being required to give a statement.

1. The formal external complaint shall be in writing, signed, and sworn to by the citizen making the allegations, and shall set forth 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, sworn, and notarized.



2. A copy of the complaint against the accused shall be presented to him/her a minimum of (24) twenty-four hours prior to any questioning or interview and/or required statements, and the Accused shall have an opportunity during this (24) twenty four hour period to review the facts of the complaint before being questioned or interviewed 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.

3. The Accused shall only be questioned or interviewed as to the events and time frame indicated in the formal complaint. If in the course of the questioning, interview, and/or investigation, the investigating officer determines that there may exist a violation of the Rules and Regulations not covered in either in content or time frame by the formal complaint, such secondary information shall not be investigated, nor shall the Accused be questioned or interviewed about such secondary information, until a formal complaint is filed relating to such. Such complaint can be filed by the Internal Affairs Division, any investigation officer, or any other person having knowledge of the secondary information, but no action shall be taken, questioning or interview held, or investigation until the filing of either an amended or second formal complaint.

B. The questioning or interview of the Accused shall be conducted at the office of the Internal Affairs or an alternate location agreed upon between the Accused and the Internal Affairs investigator.

C. The questioning or interview shall be conducted when the Accused is on duty or at a time agreed upon by the Accused and the Internal affairs investigator unless the seriousness of the investigation requires immediate action, again only in cases of extreme emergency.

D. Each sessions of questioning or an interview of the Accused shall be limited to two (2) hours duration and there shall be at least two (2) hours interval between each session of questioning or interview, unless otherwise agreed upon by the Accused and the Internal Affairs investigator or unless the seriousness of the investigation requires otherwise, again only in cases of extreme emergency.

E. Accused shall not be subject to offensive language or abuse during the questioning or interview and shall be allowed to attend his personal physical necessities, even in the cases which are considered to be extreme emergencies.

F. All questioning or interview of the Accused shall be recorded by the Internal Affairs investigator and a digital recording will be made available at the request of the officer, which shall be signed by the Accused, and a copy forwarded to him.

G. During questioning or interview, an Accused shall have the privilege of having an attorney or other subject or other representative of his choice present and shall be entitled to record his questioning or interview; subject, however to the following restrictions:

1. 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 a reasonable period of time and under no circumstances will any questioning and interview session be delayed in excess of twenty-four (24) hours because of the unavailability of the attorney or representative chosen by the Accused. However, no matter how extreme an emergency exists, a minimum of two (2) hours shall be afforded to the Accused to obtain the services of a representative and/or attorney unless the officer chooses not to exercise this right.



2. During the questioning and interview of the accused, the attorney or representative shall not make any statements or objections of any kind to the internal Affairs investigation nor will he in any way impede the questioning or interview but will restrict his remarks to conferring with the Accused. The representative's failure to object to any questions shall not constitute a waiver of his/her ability to later object to any questions asked.

3. In the event of his failure to observe any of the foregoing rules, said attorney or representative shall forfeit his privilege of being present during any questioning or interview of the Accused and the Accused shall be permitted to choose another attorney or representative to be present during the next session of questioning or interview. 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.

H. The Accused shall not be subject to having his residence, private place of business, if any, or private vehicle searched unless a valid search warrant has been obtained or test for the purpose of determining veracity.

I. It shall "not" be mandatory for the Accused 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 officer line-ups and not apply to showing of photographs.

J. 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 officer personnel line-ups and not apply to showing of photographs.

Section 41.02. Complaints investigated by the Internal Affairs Unit shall be handled in the following manner by classification and designation:

A. Unfounded, exonerated and non-sustained complaints shall be kept on file with the Internal Affairs Unit, but subject to inspection upon request by the officer involved.

Section 41.03. It is the intent of this section to guarantee certain basic rights to all employees who are not under formal investigations by the Internal Affairs Division 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 officers even if an IAD 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 matters should be impeded. Any officer should have the right to inquire into day-to-day activities of other officers without this Bill of Rights impeding said inquiries. The parties, however, do recognize that the employer cannot have the power to circumvent the guarantees herein by merely bypassing the officers whether or not they are under investigation by the Internal Affairs Unit or any other police officer designated by the Chief of Police to investigate a formal complaint who 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 Muncie Police Department and the informal investigations of departmental affairs. It is, however, the intent of the parties that certain basic rights delineated below shall be guaranteed to all officers even if they are not under investigation. The employer and the employee do hereby guarantee the following rights to Officers.



A. If a subordinate officer shall be requested to give an explanation to a superior officer of an incident involving death or serious bodily injury involving the officer's use of a firearm, which, in the opinion of the subordinate officer may result in disciplinary action or criminal procedure, then he will be given reasonable opportunity to collect his thoughts prior to making a statement or account of the incident.

B. No officer shall be subject to having his residence, private place of business, if any or private vehicle searched unless a valid search warrant has been obtained or he voluntarily agrees to such search.

C. No officer 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.

D. No officer 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 pursuant to any valid internal or criminal investigation.

Section 41.04. The City will "not" release the contents of "any" employment file or "any" personnel file of any officer to any person or agency outside of the Muncie Police Department, unless that officer expressly consents to such release or such information is subpoenaed validly. When the content of a disciplinary file is requested, the City will only release the minimum amount of information to satisfy the Open Door Law and only after notifying the officer whose file is being requested.

When, however, in the judgment of the IAD division, the investigation has uncovered evidence of possible criminal activity on the part of the accused officer, all of the IAD 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, the officer shall be so notified and the IAD file, "without" the officer's compelled statement, may be forwarded at the Chief's discretion, along with any physical evidence, to the Detective Division, County Prosecutor, etc., for appropriate action. The officer's compelled statement shall not be released to any outside agency, such as the County Prosecutor, in such a situation, unless a valid judicial order has been obtained.

Section 41.05. A police officer shall have an opportunity, at a reasonable time during office hours, to review his active personnel file (pre-employment records not included) and any closed Internal Affairs Unit file in which he was the accused. In the event there is a comment adverse to his interest in his personnel file, the police officer shall have the right to file a written response thereto, which written response shall be attached to said adverse comment.

## **Article 42 - Severance Benefits**

The City shall allow 35 working days at 20 years of service and 45 working days at 32 years of service with pay for any regular police officer who completes enough years of service to comply with state pension laws and elects to retire from active service.

Effective January 1st, 2012 each retiring officer shall be credited with 5 additional days with pay for each calendar year of service in which perfect attendance (meaning no sick, no AWOL) was attained during his/her career.

Officers who submit their written notice of retirement shall have sole discretion in the method of payment for their remaining time (including accumulated sick leave time, unused vacation time, and severance benefit days). The retiring officer may choose:

- A. To be paid for all remaining time in one lump-sum check, or
- B. To receive normal paychecks until remaining time is exhausted.

Due to staffing, promotion, and other concerns - once written notice of retirement is submitted and accepted, the officer may not return to active service with the department.

Employees participating in the Deferred Retirement Option Plan (D.R.O.P.) through the 1977 Police Officers' and Firefighters' Pension and Disability Fund shall retain all rights to rescind their declared retirement date as granted by the Plan guidelines.

#### **Article 43 - Retirement Weapon**

Upon the retirement of a regular Police Officer with at least 20 years of service with the City Police Department or upon the retirement of a regular Police Officer due to a line of duty disability not related to emotional instability, said regular Police Officer shall retain the duty weapon that had been issued and assigned to him/her. As used herein, "medical disability" does not include a disability for psychological reasons.

#### **Article 44 - Hospitalization, Dental, Vision, Medical, and Prescription Insurance**

See Planned Document for all Insurance inquiries.

Section 44.02. In the event a Police Officer shall die while an active member of the Muncie Police Department, his/her spouse and/or their child/children shall receive said insurance at the rate of a retired Police Officer (Article 46). In the event the spouse should remarry or decline insurance coverage within 90 calendar days of death, then they no longer qualify for said insurance. In the event the dependent child/children should marry, no longer be enrolled in school, cease to reside with parent, become capable of self-support, or reach the age of 23 they shall not longer qualify for said insurance. Insurance shall continue to be available if said child or children are mentally or physically disabled.

Section 44.03. Right to Change Insurance Carriers. The City reserves the right to change or provide alternative insurance carriers, health maintenance organizations, preferred provider option, or self insure as it deems appropriate for any form of insurance referred to in the Article. The chief of Police or his designee will notify the FOP President at least 30 calendar days in advance of any change in insurance carriers or insurance provided for under this agreement.

Section 44.04. Cost Containment. The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains the same as the basic benefit level of the insurance coverage provided in this agreement. Such changes may include, but not limited to, mandatory second options for elective surgery, pre-admission and continuing admission review, and prohibition on weekend admissions except in emergency situations, mandatory outpatient elective surgery for certain designated surgical procedures, and voluntary wellness or physical fitness programs.

Section 44.05. National/Statewide Health Plan. Should either the State or Federal Government pass legislation mandating all employers to participate in a National or Statewide health plan, it is agreed to by both parties to this agreement that coverage for employees health care that was negotiated into this agreement prior to the passage of such State or Federal Law, shall continue to be a part of this agreement unless to do so would violate Federal or State Law.

Section 44.06. Insurance Committee. The City and the FOP Lodge #87 will meet quarterly in a Joint Health Insurance Committee to study ways to achieve cost savings in the present

hospitalization, dental, vision, medical and prescription insurance programs, and to effectively implement such programs that might be agreed upon. The Joint Committee will consist of 3 members selected by the members of FOP Lodge #87 and 3 members selected by the City. Any such cost savings will be implemented in a manner consistent with sections 3 and 4 above.

**Article 45 - Retiree's Insurance(this article will sun-set when last retiree from 2017 reaches age 65)**

**Section 45.01. A retired Police Officer under the age of 65.** A retired Police Officer under the age of 65 shall be entitled to participate in the group insurance coverage pursuant to Article 44 of the agreement. For purposes of Section 45.02 of this Article 45, a retired Police Officer is limited to mean only a Police Officer:

- A. Who is a retiree and participating in such coverage on January 1st, 1994; or
- B. Who retires on or after January 1st, 1994
- C. Who has not yet reached the age of 65
- D. Who does not qualify for Medicare

A retired Police Officer must elect to participate in such coverage within the first 30 calendar days after the date of his/her retirement. A retired Police Officer who fails to so elect within said time period thereby forfeits any right to participate in such coverage.

**Section 45.02. Prerequisite to Participation.** In order to continue to participate in the health insurance program, retirees shall be a member in good standing with the FOP, or in the alternative, shall pay a service charge to the FOP in an amount equal to FOP dues or retiree.

If a retired Police Officer elects to participate in such coverage in accordance with this Article 45, he/she shall have the option of choosing plan A, B, or C unless Plan C is discontinued by the City under Article 44. The retiree shall pay a premium equal to the following percentage of the fully insured equivalent of the annual premium for the plan selected payable on a monthly basis as follows:

	<b><u>Plan A</u></b>	<b><u>Plan B</u></b>	<b><u>Plan C</u></b>
Single	\$48.05	\$59.69	\$86.39
EE + 1	\$96.09	\$119.39	\$172.77
Family	\$144.14	\$179.08	\$259.16

The Retiree's portion of the monthly premium shall be due and payable to the City on a monthly basis. The Retiree may change plans prior to the start of each plan year during the enrollment period limited by the above restrictions.

If a retired Police Officer elects not to participate in such coverage in accordance with this Article 45, he/she shall continue to pay a premium designated by the City towards the cost of such coverage.

**Section 45.04. A retired Police Officer who has reached the age of 65.** A retired Police Officer who has reached the age of 65 and who is qualified for and enrolled in the Medicare Part B Program shall be entitled to participate in the group insurance coverage pursuant to the following. For purposes of Section 46.04 of this Article 46, a retired Police Officer is limited to mean only a Police Officer:

- A. Who is a retiree and participating in such coverage on January 1, 1994; or
- B. Who retires on or after January 1, 1994



- C. Who has reached the age of 65
- D. Who qualifies for Medicare

The City agrees to pay all costs involved to retiree and/or their spouse for Supplement F less (-) \$25.00 per month. The retiree and spouse are responsible for any and all costs associated with Medicare Part B. A retired Police Officer who has reached the age of 65 shall be entitled to participate in the group health insurance coverage pursuant to the following. Retiree shall have the option of choosing Plans B or Plan C unless Plan C is discontinued by the City under Article 45. The retiree is responsible for the following percentages of the fully insured equivalent of the annual premium for the plan and coverage selected by the retiree as follows:

**Plan C**

Single	\$81.55
EE +1	\$138.09
Retired $\geq 65$ w/spouse $< 65$	\$167.94
Family	\$251.19

The retiree's portion of the monthly premium will be due and payable to the City on a monthly basis.

The City will provide the same coverage for Dental, Vision, and Prescription as set forth in Article 44.

The City will agree to cover any premium increases that occur.

**Article 46 – Stop Loss (Out of Pocket)**

See plan documents

**Article 47 - Responsibility of the City**

It shall be the responsibility of the City to update and maintain any and all policies/procedures, rules/regulations that pertain to employees of the Muncie Police Department. All employees will be provided an electronic copy (PDF) of the above and such will include updates or changes 5 days prior to the effective date.

**Article 48 - Duration of Agreement**

This agreement shall be effective as of the 1st day of January 2017 and shall remain in full force and effect through the 31st day of December 2017. This agreement shall continue in full force and effect until a new agreement is reached between the two parties.

**Article 49: Statement of Understanding - Salary Increase**

In the event the member of Muncie Firefighters Local 1348 receives any monetary increase during any year in which this agreement is in effect, and then the members of FOP Lodge #87 shall receive the same wage benefit as either a flat increase or percentage increase, whichever is more. Any increase given Muncie Firefighters Local 1348 in an arbitration, by a grant or any other third party will not entitle FOP Lodge #87 to any flat salary increase or percentage increase.

IN WITNESS WHEREOF,

The parties have hereunto set their hands this 27<sup>th</sup> day of December, 2016

Mayor- City of Muncie

[Signature]

President- F.O.P. Lodge #87

Contract Negotiation Team Member- F.O.P. Lodge #87

[Signature]

Chief of Police- City of Muncie

[Signature]

President Elect (2017) - F.O.P. Lodge #87

Contract Negotiation Team Member- F.O.P. Lodge #87

[Signature]

President- Muncie City Council

[Signature]

Secretary- F.O.P. Lodge #87

Contract Negotiation Team Member- F.O.P. Lodge #87

Garreth Vannatta

(Reviewed but not present for signing)

Chairperson- Muncie City Council Finance Committee

[Signature]

Contract Negotiation Team Member- F.O.P. Lodge #87

[Signature]

City Council Member- Muncie City Council

[Signature]

Retiree Representative- Muncie PD- F.O.P. Lodge #87

[Signature]

Controller- City of Muncie

\_\_\_\_\_

State of Indiana County of Delaware

I certify this to be the original document  
on this 27<sup>th</sup> day of December, 2016.

Clares Burke  
Notary Name Here, Notary Public  
My Commission Expires 11-16-2017

