

CITY OF CARMEL COMMON COUNCIL

ADD-ON

FOR

December 17, 2012

Resolution CC-12-17-12-02; A Resolution of the Common Council of the City of Carmel, Indiana, Amending the Contract with the Carmel Fraternal Order of Police Lodge #185; Sponsor(s): Councilor(s) Sharp and Snyder.

Richard L. Sharp

**1 Civic Square
Carmel, IN 46032**

December 14, 2012

Re: Proposed add-on Resolution CC-12-17-12-02

I am proposing to add this Resolution to our agenda as its' purpose is very important to the business of the City. We determined last year that we wanted to deal with the Police and Fire contracts simultaneously. Due to the recent illness of the FOP President the submission of this Resolution was delayed in being submitted.

I have asked the Clerk Treasurers' office to distribute this add on to the Mayor, members of the Council and the news media.

Thank you for your consideration.

1 SPONSOR(S): Councilor(s) Sharp and Snyder

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3 RESOLUTION CC-12-17-12-02

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5 **A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, AMENDING THE**
6 **CONTRACT WITH THE CARMEL FRATERNAL ORDER OF POLICE LODGE 185**
7

8 **WHEREAS**, pursuant to Indiana law, the City of Carmel, Indiana ("City") has established a contractual
9 relationship with the Carmel Fraternal Order of Police Lodge 185 (FOP), pertaining to issues involving
10 hours, working conditions and certain other benefits of members of the Carmel Police Department; and
11

12 **WHEREAS**, the City and the FOP now wish to revise their contractual relationship; and
13

14 **WHEREAS**, the agreement attached hereto as Exhibit A, (the "Agreement") sets forth the new
15 contractual relationship between the City and the FOP; and
16

17 **WHEREAS**, upon the proper execution of the Agreement by the Carmel Board of Public Works and
18 Safety, the Common Council desires to accept and adopt the Agreement as an enforceable contract and
19 obligation of the City.
20

21 **NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Carmel, Indiana, that:
22

23 Section 1. The foregoing Recitals are incorporated herein by this reference.
24

25 Section 2. The Common Council hereby encourages the Board of Public Works and Safety to
26 approve and execute the Agreement at its earliest convenience.
27

28 Section 3. As of the date on which the Agreement is properly executed by the Board of Public
29 Works and Safety in its present form, the Common Council hereby accepts and adopts the Agreement as
30 an enforceable contractual obligation of the City.
31

32 **PASSED** by the Common Council of the City of Carmel, Indiana this _____ day of
33 _____, 2012, by vote of _____ ayes and _____ nays.
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41 **COMMON COUNCIL FOR THE CITY OF CARMEL**

42
43 _____
44 Presiding Officer

Kevin D. Rider

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46 _____
47 Richard L. Sharp, President

Carol Schleif

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49 _____
50 Ronald E. Carter

W. Eric Seidensticker

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52 _____
53 Sue Finkam

Luci Snyder

54
55 ATTEST:

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57 _____
58 Diana L. Cordray, IAMC, Clerk-Treasurer

59
60 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of

61 _____ 2012, at _____.M.

62
63
64 _____
65 Diana L. Cordray, IAMC, Clerk-Treasurer

66
67 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of

68 _____ 2012, at _____.M.

69
70
71 _____
72 James Brainard, Mayor

73 ATTEST:

74
75
76 _____
77 Diana L. Cordray, IAMC, Clerk-Treasurer

78
79 PREPARED BY: Shane R. VanAtter
80 President FOP #185
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**Agreement
Between
City of Carmel
And
Fraternal Order of Police Lodge #185**

**Effective
January 1, 2013 to December 31, 2014**

17
18 **AGREEMENT**
19

20 **Section 1**

21 This Agreement ("Agreement") is entered into by and between the City of Carmel ("City"),
22 represented by the Mayor of the City ("Mayor"), the City's Board of Public Works and Safety ("Board")
23 and the City's Common Council ("Common Council"), and the Fraternal Order of Police Lodge #185
24 ("FOP") represented by the Wage and Benefits Committee ("Representative Unit"). This Agreement
25 shall not be construed as a collective bargaining agreement for purposes of Federal or State labor laws or
26 (otherwise).
27

28 **Section 2**

29 The City recognizes the FOP as the exclusive representative agent for all members of the Carmel
30 Police Department ("Department") with the merit rank of Lieutenant or below for the limited purpose of
31 meeting and conferring with respect to salaries, wages, and other employee benefits so long as the FOP
32 maintains the support of a majority of those police officers. Members of the Department holding the
33 merit rank of Lieutenant or below shall be hereinafter collectively referred to as "employees" and the
34 group of employees represented by the FOP as their exclusive representative shall be hereinafter
35 collectively referred to as the "Representative Unit." If the City questions whether the FOP has the
36 support of the majority of the employees in the Representative Unit, it may review the Clerk-Treasurer's
37 records and/or certified records provided by the FOP to determine if the FOP maintains the support of a
38 majority of the Employees in the Department. If the FOP does not maintain the support of a majority of
39 the sworn members of the Department, the City shall not recognize the FOP as the exclusive
40 representative of the employees at the end of the calendar year in which such majority support is lost.
41

42 **Section 3**

43 If any provision of this Agreement is rendered or declared invalid by a court action or legislation,
44 the remaining portions of this Agreement shall remain in full force and effect.

45
46 **Section 4**

47 The FOP and the City will begin negotiations, in good faith, on a future agreement before the
48 termination of this Agreement.
49

50 **Section 5**

51 Upon its proper execution by all parties hereto, and subject to Section 2 above, this Agreement
52 shall take effect at ~~12:01 a.m. on January 1, 2012 and remain in effect until 11:59 p.m. on December~~
53 ~~31, 2013.~~ **12:01 a.m. on January 1, 2013 and remain in effect until 11:59 p.m. on December 31,**
54 **2014.** The FOP and the City will begin negotiations, in good faith, on a future labor agreement before the
55 termination of this Agreement. If a new Agreement is not executed before the end of this Agreement,
56 then this Agreement shall remain in effect until a new Agreement is executed by the parties hereto.
57

58 **Section 6**

59
60 The terms of this Agreement are intended to cover only minimums in hours, salaries, wages and
61 certain other employee benefits. The City may implement or retain in effect superior salaries, wages,
62 hours and other employee benefits.
63

64 **Section 7**

- 65 A. Dues Collection. Upon receipt of voluntary, written, signed and dated authorization form
66 from Employees of the Representative Unit who are members of the FOP, the City shall
67 deduct each month from the earnings of each said Employees an amount representing their
68 regular, monthly dues for the preceding month and shall remit such monies, together with
69 the appropriate records, to a designated FOP official. The City shall not be liable to the
70 FOP for failure to make or errors in deductions for dues. The FOP will indemnify the City
71 and hold it harmless from any or all claims or liabilities which may arise under this
72 paragraph.
- 73 B. Bulletin Boards. The City shall furnish a suitable bulletin board in a convenient location to
74 be used by the FOP, for the purpose of posting FOP notices and other FOP materials. The
75 City reserves the right to remove inappropriate materials provided that the City provides
76 notice to the FOP and the reason for such removal.

- 77 C. Access to Roll Call. The FOP shall have limited access to attend roll call for the purpose
78 of conveying FOP announcements to members of the Department after securing the
79 approval of the Chief or his designee, which approval shall not be unreasonably withheld,
80 and shall not be denied with undue cause.

81
82 **Section 8**

- 83 A. There shall be an FOP Wage and Benefits Committee composed of five (5) members. A
84 Wage and Benefits Committee Shall be convened prior to the expiration of the current
85 Agreement. Three (3) members of the Wage and Benefits Committee shall be appointed by
86 the Executive Board of the FOP and two (2) representatives appointed by the Chief. The
87 Chief and Mayor, or their representatives, shall meet and confer not less than twice
88 annually, for the purposes of discussing wage and benefit issues affecting Employees.
89 Discussions at said meetings shall be limited to the subject matter included in the agenda
90 submitted by the FOP to the Chief or by the Chief to the FOP at least seven (7) calendar
91 days prior to the agreed upon meeting date.
- 92 B. The City shall grant to the FOP and its members one thousand (1,000) hours total annually
93 to be used to perform FOP duties such as, but not limited to, FOP conventions,
94 conferences, and seminars. The FOP member requesting such time shall submit such
95 request to the FOP President for approval, and then shall submit the appropriate form to
96 his/her immediate supervisor for Department approval, which approval shall not be
97 unreasonably withheld subject to the staffing and operations need of the Department as
98 determined by the Chief. Such approval shall not be denied with undue cause.

99
100 **Section 9**

- 101 A. The Chief shall maintain personnel files for all Employees. Employees shall be allowed to
102 examine the contents of their own personnel file, in the Chief's office, during regular City
103 business hours and, upon request, may receive copies of the documents contained in their
104 ~~personal~~ personnel files.
- 105 B. Employees may not remove any document from their personnel file, but may challenge, in
106 writing, any data believed to be inaccurate. The Chief shall direct an investigation of all
107 such challenges. If there exists any comment adverse to an Employee's interest contained

in his personnel file, the employee may file a written response to same with the Chief. With approval of the Chief, which approval shall not be unreasonably withheld, this response shall be attached to said adverse comments. It is understood and agreed that information retained by the Internal Affairs files shall not be included in an Employee's personnel file or available for review and/or copying by such employee. Further, once an employee is scheduled for interrogation by the Department concerning an internal investigation, he or she will be informed of the nature of the complaint but not the name of the complainant. The employee, upon request, shall be afforded the opportunity to consult with legal counsel prior to any Departmental interrogation, which consultation shall not be allowed to materially delay the timing of the interrogation. Before any interrogation that has the reasonable potential, based upon the facts and circumstances then known, to lead to criminal charges, the Department shall advise the employee of his or her Garrity rights. The impact of an Internal Affairs investigation on the integrity of the Department and on employee morale necessitates a timely resolution to such issues. Therefore, the Carmel Police Department requires a thirty (30) day limit for completing an Internal Affairs investigation with status reports due every seven (7) days. There may be exceptions to the thirty-day limit but extensions should only be granted for those cases in which extenuating circumstances exist. Officers who are subject to investigation by Internal Affairs shall be individually notified in writing of the disposition of said investigation within thirty (30) days of said final disposition.

Section 10

The City shall make reasonable provisions for the safety and health of police officers during the hours of their employment. It shall maintain its equipment and facilities in safe operating condition in accordance with Federal, State, and local law. The City shall provide, at its expense, the equipment for special teams, as directed by the Chief.

Section 11

Although the parties recognize that it is difficult to compare different pay and work structures as to ensure exact mathematical equivalencies, the City agrees that, to the extent possible, to ensure that Carmel

Police Officers receive the equivalent compensation in pay and benefits received by all Carmel public safety employees.

- A. Base Salary Increase. Subject to Section 15 of this agreement, all Employees covered by this Agreement shall receive an increase to their base salary (COLA) a percentage amount that is at least equal to the change in the Consumer Price Index for all Midwest Wage Earners ("CPI-W") using the December to December comparison versus the previous year, independent of seasonal adjustment, as reported by the United States Department of Labor, Bureau of Labor and Statistics for the previous calendar year, provided that the amount shall not exceed three percent (3%) nor fall below zero percent (0%). Should the COLA provided for by this section exceed three percent (3%) or if any adjustments to other employee benefits effectively voids the proposed COLA, the City and the FOP and approved by the Common Council shall return to the negotiation process to consider a more appropriate COLA.
- B. Shift Differential. Shift Differential for officers whose shifts begin at or after 2:00 PM shall receive One Dollar (\$1.00) an hour.
- C. FTO Pay. FTO (Field Training Officer) pay for officers shall receive position pay in the amount of Five Dollars (\$5.00) an hour on top of their regular pay. Such additional compensation shall be paid only to those officers actually functioning in such position, when training a new officer.
- D. Overtime Pay. Overtime compensation for officers shall be in addition to the amounts specified, and shall be paid in compliance with the Federal Fair Labor Standards Act and the City of Carmel's most current compensation ordinance as adopted by the Carmel Common Council.
- E. Court Time and Call Out Time. Officers shall receive a minimum of two (2) hours compensation for court sessions attended during non-working hours for and any time an Officer is called in off-duty for work related business.
- F. Longevity Pay. Full-time officers shall receive longevity pay at the rate of Two Hundred Twenty Dollars (\$220.00) per year of service for years 1-10 and Two Hundred Eighty Dollars (\$280.00) per year of service for years 11-25. Longevity shall be capped at 25 years of service or \$6,400, in addition to all other forms of compensation. The rate of

longevity pay shall be evaluated each year. Longevity pay terms and conditions shall conform to the City's current longevity ordinance as adopted by the Carmel Common Council.

G. Specialty Pay. Officers who meet criteria specified by the Police Department's Rules and Regulations may qualify for the specialty pay, in addition to all other forms of compensation:

- Investigator (Patrol/Detective Only) Up to \$2,500.00 Per Year
- School Resource Officer Up to \$2,500.00 Per Year
- Personnel Specialist/FTO Coordinator Up to \$2,500. 00 Per Year
- Firearms Range/Training Coordinator Up to \$2,500.00 Per Year
- ~~• Emergency Response Team Up to \$1,500.00 Per Year~~
- Special Weapons And Tactics (SWAT) Up to \$1,500.00 Per Year
- Traffic Division (Motorcycle Patrol Officer) Up to \$1,500.00 Per Year
- ~~• Accident Reconstructionist Up to \$1000.00 Per Year~~
- Accident Investigator Up to \$1500.00 Per Year
- Foreign Language Interpreter Up to \$1500.00 Per Year
- Field Evidence Technician Up to \$1,000.00 Per Year
- Drug Recognition Officer Up to \$1,000.00 Per Year
- IDACS Coordinator Up to \$1,000.00 Per Year
- Child Safety Seat Technician Up to \$1000.00 Per Year

Each Police Department employee shall be entitled to receive only one (1) type of specialty pay at any given time, **with the exception of Foreign Language Interpreter**. The employee shall receive the highest specialty pay for which he or she is eligible. All specialty pay shall cease when an employee no longer performs the duties associated with the pay or no longer meets the qualifications for such pay, **as outlined in General Order 22 and per other department policy/regulations.**

~~Foreign Language: A Police Officer who demonstrates a specified level of fluency in an approved foreign language shall receive an additional fifteen hundred dollars (\$1,500.00) per year, in addition to all other forms of compensation. All such pay must be approved by the Chief of Police and the Director of Human Resources. To continue receiving this~~

compensation, the Officer is required to maintain fluency, and may be periodically re-tested.

H. First Class/Master Patrol Officer Pay. A First Class Master Patrol Officer shall be entitled to receive at least Two Thousand One Hundred Dollars (\$2,100.00) per year, in addition to all other forms of compensation. A First Class Master Patrol Officer is eligible to receive specialty pay and other hourly specialty pay differentials. The City agrees to certify First Class Master Patrol as First Class salary to the 1977 Fund.

I. Pay Scale.

Definitions

GRADE—pay category to which a City position is assigned; each position is placed within a hierarchy of Grades (see attached matrix), based on the knowledge, skills, abilities and responsibility required by the position.

STEP—established point between the Range Minimum and Range Maximum of a Grade; each Grade has six (6) equidistant Steps, which are adjusted annually.

MARKET—municipalities and other employer organizations selected by the City as the basis for salary comparisons. .

RANGE MINIMUM—lowest pay rate (Step 1) for a City position in a particular Grade; generally, the rate at which a new City employee will be paid.

RANGE MAXIMUM—highest pay rate for a City position in a particular Grade; generally, the rate at which an employees with five (5) or more years of experience in a particular job will be paid.

STEP INCREASE—annual pay adjustment based on an additional year of service and the increased knowledge, skill and ability that the year of service represents; employees in Steps one (1) through five (5) will generally move to the next higher Step on January 1 of each year.

PROMOTION—change of positions that results in a higher Grade.

RE-EVALUATION—review of a position's assigned Grade brought about by an increase (or decrease) in knowledge, skill, ability and responsibility requirements; a Re-evaluation, which is performed by the City's independent consultant, may result in a higher Grade, a lower Grade or no change in Grade.

Grade and Step

1. New employees hired with no experience start at Grade 11, Step 1. The exception to this rule shall apply to new employees hired under the lateral employment program. The following matrix shall apply:

Entry level starting salary (no experience):	Grade 11, Step 1
Academy Certification and up to 1 year experience:	Grade 11, Step 2
2 years experience:	Grade 11, Step 3
3 years experience:	Grade 11, Step 4
4 or more years experience:	Grade 11, Step 5

2. Step Increases will be given in January only; increases are to be given the rest of the year only as the result of a Promotion or a job Re-evaluation by the City's independent consultant. All such increases must place the employee at a specific Step in the appropriate Grade.
3. An employee will not receive a Step Increase in January unless he or she was hired prior to October 1 of the previous year. Employees hired between October 1 and December 31 will receive a Cost of Living Increase but no Step Increase.
4. Step Increases may be contingent upon meeting certain pre-established criteria, such as education and certification requirements. Employees subject to such requirements shall be made aware by their existence immediately upon inception of the requirements, or acceptance of a job that carries such requirements.
5. Every employee will move up one Step each year without skipping intermediate Steps. *EXCEPTION: Public safety employees (Police, Fire and Communications) hired prior to 1999 with the expectation of programmed raises based on longevity shall continue to receive those raises, regardless of the time of year they occur or how many Steps the pay increase encompasses).* Public Safety employees hired on or after January 1, 1999 will receive annual raises in January based on consecutive Steps
6. No employee's salary will be allowed to exceed the Range Maximum (Step 6) for his or her Grade, unless his or her salary was already above Step 6 on January 1, 1999. *EXCEPTION.* Other exceptions may be made under very rare circumstances, with the written request and explanation of the department head and the approval of the Director of Human Resources.
7. An employee whose pay is adjusted due to a Promotion will be placed in a Step that will ensure an appropriate pay increase, such Step to be determined by the Chief of Police or his designee.

- J. Accident Investigators, Certified Instructors, DARE Officers Pay. Officers designated as Accident Investigators (AI), Certified Instructors and DARE Officers shall receive up to Three Dollars (\$3.00) per hour for performing the duties associated with these functions, in

addition to all other forms of compensation. ~~School Resource Officers~~ SRO's and AI's who are already receiving SRO specialty pay are ineligible for this benefit.

K. Clothing Allowance. Officers with twelve (12) months of service in the Department shall receive a clothing allowance of One Thousand Four Hundred Dollars (\$1400.00) per year, to be paid in a lump sum on or before April 1 of each year. Such payment shall be treated as taxable income.

L. Sick Leave Incentive Pay. Employees may be eligible for sick leave incentive pay, which is based on the amount of sick leave used in a calendar year as follows:

No sick leave used	24 hours
Up to and including one (1) shift used	20 hours
Over one (1) to and including two (2) shifts used	12 hours
Over two (2) to and including three (3) shifts used	8 hours
Over three (3) to and including four (4) shifts used	4 hours
Over four (4) shifts used	0 hours

The hourly rate of pay for each eligible employee, for the purposes of this pay incentive only, shall be calculated as follows: [bi-weekly base pay plus (+) longevity]/80 hours. All sick leave used by an employee in the course of the calendar year, except leave for injuries incurred on duty or in the line of duty, shall be counted toward the incentive pay calculation for that year, regardless of the reason for the leave or the status of the leave. Sick leave incentive pay may be paid out each year in February, for the prior calendar year, at the eligible employee's current rate of pay. An Employee must be employed by the Department for an entire calendar year, and must be employed by the City at the time of the payout, in order to be eligible for incentive pay for that calendar year.

M. Holiday Pay. Each employee who is required to report to work on a declared holiday, whether on a scheduled or an unscheduled basis, shall receive Thirteen Dollars (\$13.00) per hour premium pay for each hour actually worked on the holiday. Such premium pay shall be calculated to the nearest quarter hour.

N. Vacation Leave. The City agrees to maintain the vacation leave schedules for Employees in effect at the time of the execution of this Agreement.

O. Bereavement Leave. The City agrees to maintain the current bereavement leave benefit in effect at the time of the execution of this Agreement.

- P. Trade Days. Employees shall be permitted to voluntarily trade work days, subject to the advance approval of the Chief or his designee. Such traded regular work shifts shall be exempted from the computation of overtime hours. Trade days must be balanced by the end of the 28-day work period and must be documented on the appropriate City form. Subject to advance approval of the officer's supervisor, an officer will be allowed to trade days with another officer of the same rank, within the same 28-day period. The Department will have the unilateral right, after meeting and conferring with the FOP, to discontinue or alter the procedure for trading days.
- Q. Leave of Absence. Officers may be granted leaves with or without pay in accordance with Federal, State or local law. All leaves of absence shall be subject to the approval of the Chief.
- R. Catastrophic Medical Leave Bank. All officers' unused sick days shall be credited to the Catastrophic Medical Leave Bank, as specified in Special Order 98-21. An officer who is unable to perform his/her own duties or to perform light duty assignments for an extended period of time due to illness or injury is eligible for PERF disability benefits, which are less than the officer's active duty pay. Under 35 IAC 2-5-1, the City is not allowed to supplement PERF disability payments. In order to avoid penalizing an officer financially during the period of recuperation, the Catastrophic Medical Leave Bank shall allow eligible officers to receive up to one hundred twenty (120) calendar days of full pay after sick leave and vacation benefits are exhausted and before PERF disability benefits commence (two hundred forty (240) calendar days for injuries or illnesses incurred in the line of duty).
- S. Retiree Health Insurance. The City shall contribute fifty percent (50%) of the monthly employee-spouse premium for retirees who have twenty (20) years of active service with the City, plus an additional one percent (1%) for each additional six (6) months of service, up to a maximum of seventy-five percent (75%) of the employee-spouse (or 75% of the employee-only premium if the employee is unmarried or the spouse is not covered by the City plan), provided that the City's insurance premium contribution shall not exceed ~~Seven Hundred Dollars (\$700.00) per month or Eight Thousand Four Hundred Dollars (\$8,400.00) per year.~~ **Nine Hundred Dollars (\$900.00) per month or Ten Thousand Eight Hundred Dollars (\$10,800.00) per year.** Coverage for other eligible dependents may be

continued at the retiree's expense. The City's insurance premium contribution cap shall be evaluated each year to keep pace with current health insurance costs.

T. Police and Fire Employee PERF. The City shall maintain membership in the 1977 Fund and shall require members of the Department to meet the eligibility requirements for the Fund. The City shall pay twenty-one percent (21%) of the established Police Officer First class salary for each Member of the Department participating in the 1977 Fund. In the event that state actuary reports are lower than the twenty-one percent (21%) obligation levied upon the City in any fiscal year, that amount shall be reflected as a credit toward the six percent (6%) obligation levied upon the members of the Department.

U. Vacation Buy-Back: Employees may submit up to one third (1/3) of their unused annually accrued vacation time. The City may buy back such vacation time and, if it does so, shall buy back each hour of vacation time at the Employee's hourly rate. Employees must submit their hours in no less than eight (8) hour increments to the Department on the first Monday of the last pay period. Payment for any submitted vacation, if approved, shall be rendered by the City before the last day in February of the following year.

Sworn Personnel:

1-5 years	Maximum of 4 full shifts eligible for submission (32 hours)
6-20 years	Maximum of 6 full shifts eligible for submission (48 hours)
21 or more years	Maximum of 7 full shifts eligible for submission (56 hours)

Any Employee who has been suspended from the Department for disciplinary purposes or any Employee having used five (5) or more sick days in a calendar year will be disqualified from this benefit as permitted by law, for the year in which the suspension occurred, or more than (5) sick days were used. The only exception to this rule would be an on-duty injury. The hourly rate of pay for each eligible employee, for the purposes of this pay incentive only, shall be calculated as follows: [bi-weekly base pay plus (+) longevity]/80 hours.

Section 12

The City will allow FOP meetings to be held in City buildings at times agreed to by the Chief of the Department. The FOP will be responsible for the care and security of the building during such

meetings. The City will allow the FOP to utilize electronic bulletin boards, e-mail systems, Internet access and paging systems in accordance with existing City policies.

Section 13

No employee will be required to join, support or pay dues to the FOP. There shall be no discrimination, interference, restraint or coercion by the City or FOP against any employee for activities or membership in the FOP, or a refusal to support, be active in or become a member of the FOP.

Section 14

The FOP agrees that it is the exclusive right of the City to:

- (a) Maintain order, discipline and efficiency in the operations of the Department;
- (b) Hire, direct, transfer, promote, discharge or otherwise discipline, Employees in accordance with law;
- (c) Operate and manage the work of the Department;
- (d) Allocate personnel, apparatus, police stations and sub-stations and other resources in a manner the Chief of the Department believes is in the best interest of public safety and the safety of personnel; and
- (e) In addition, all terms and conditions of employment not addressed above in this Section or otherwise in this Agreement shall continue to be provided in and at the sole discretion of the City.

The FOP and the City agree to work together in good faith to resolve labor/management issues covered within the purview of this Agreement. The FOP agrees to encourage its members to follow all Department rules, policies and procedures and to strive to improve their skills to ever-higher levels, and the City agrees to enforce its rules in a fair and impartial manner.

Section 15

If the projection of revenues for the ensuing fiscal year fall below revenues collected in the current year the parties agree that the provisions of the C.O.L.A. (Section 11A) shall be inapplicable for and during the ensuing fiscal year unless the Mayor shall propose otherwise with concurrence from the Common Council. The parties agree that this event of declining revenues shall not be a cause to re-negotiate the terms of this Agreement. The parties agree that, if the Common Council fails or refuses to fully fund this Agreement under circumstances wherein full funding would not adversely affect a vital

406 governmental function of the City, all financial provisions of this Agreement shall become null and void
407 to the extent they are not funded, and that they will return to the negotiation process to negotiate
408 Agreement terms that are consistent with the level of funding approved by the Common Council. The
409 City agrees to promptly consult with the FOP Executive Board, upon request, regarding changes made to
410 an Employee's working conditions and/or standards. However, subject to Section 11 of this agreement,
411 the salary, bonus, vacation and sick leave benefits in effect for Employees on January 1st, 2013 shall not
412 be reduced without the mutual consent of the City and the FOP Executive Board.

413
414 **APPROVED AND ADOPTED.**

415

416 CARMEL BOARD OF PUBLIC WORKS
417 AND SAFETY ("BOARD")

418
419 BY:

420 _____
421 James Brainard, Presiding Officer
422 Date: _____
423

424 _____
425 Mary Ann Burke, Member
426 Date: _____
427

428 _____
429 Lori S. Watson, Member
430 Date: _____
431

432 ATTEST:

433
434 _____
435 Diana L. Cordray, IAMC, Clerk-Treasurer
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FRATERNAL ORDER OF POLICE Lodge #185
("FOP")

BY:

Shane R. VanNatter, President
Date: _____

Blake Lytle, Vice-President
Date: _____

Michael Miller, Treasurer
Date: _____

447 **COMMON COUNCIL FOR THE CITY OF CARMEL**

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452 Presiding Officer

Kevin D. Rider

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455 _____
456 Richard L. Sharp, President

Carol Schleif

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459 _____
460 Ronald E. Carter

W. Eric Seidensticker

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463 _____
464 Sue Finkam

Luci Snyder

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466 ATTEST:

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469 _____
470 Diana L. Cordray, IAMC, Clerk-Treasurer

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473 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
474 _____ 2012, at _____ .M.

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477 _____
478 Diana L. Cordray, IAMC, Clerk-Treasurer

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481 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
482 _____ 2012, at _____ .M.

483
484
485 _____
486 James Brainard, Mayor

487
488 ATTEST:

489
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491 _____
492 Diana L. Cordray, IAMC, Clerk-Treasurer