

*City of Lafayette*

AGREEMENT BETWEEN

CITY OF LAFAYETTE

and

LAFAYETTE ARMAN LODGE #49,  
Fraternal Order of Police

January 1, 2016 through December 31, 2020

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## **AGREEMENT**

This Agreement between the City of Lafayette (hereinafter referred to as the "City") and the Lafayette Arman Lodge #49, Fraternal Order of Police, Wage and Benefit Committee (hereinafter referred to as the "FOP");

The general purpose of this Agreement is to set forth the salary and fringe benefit structure applicable to all police officers employed in the City of Lafayette and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees and the FOP.

This agreement shall be legally binding, and any possible changes or amendments considered shall be brought before the governing body (FOP members), to be reviewed, discussed, and voted on to insure the honest and fair treatment of such body. Should any changes occur that will effect our members, without the Governing Body's involvement, we shall reserve the right to legal counsel and subsequent recourse in order to protect our members.

WITNESS: That, to facilitate harmony and efficiency to the end that the City and the FOP and the general public may mutually benefit, the City and FOP have the following understanding:

## **ARTICLE I**

### **Period of Agreement**

#### *Section 1. Duration.*

This Agreement shall take effect on January 1, 2016 and shall continue in force and effect until 11:59 p.m., December 31, 2020.

#### *Section 2. Complete Agreement.*

This document constitutes the sole and complete agreement between the parties. All terms and conditions of employment not covered by the Agreement shall continue to be subject to the City's direction and control.

#### *Section 3. Separability.*

In the event that any provisions of this Agreement are found at any time to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail; and if any provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect. The parties hereto agree to notify the other of any ruling in this regard. The parties to this Agreement expressly recognize the statutory time and legal requirements of the budgetary process of this City.

## ARTICLE II

### FOP and City Rights and Obligations

#### *Section 1. Conditional Recognition.*

A. The City recognizes the FOP as the exclusive representative for all merit ranks for the purpose of meeting and conferring with respect to salaries, fringe benefits and appropriate mutual concerns in the Police Department, provided such recognition is conditioned on the terms of Subparagraph B of Section 1 of this Article. The City shall not negotiate with, or make any collective bargaining agreement or contract with any other employee group working in classifications covered by the Agreement.

B. It is understood and agreed that both parties reserve and do not hereby waive their respective positions before any agency or body created to administer the terms of a subsequently enacted collective bargaining, meet and confer, or related statute or ordinance with respect to the appropriateness of the unit, the supervisory status of any employee and related issues. It is further understood that this Agreement, prior agreements, and practices there under, are non-precedent setting for either party with respect to the issues of appropriateness of a bargaining unit or the supervisory status of any employees that may arise under any newly-enacted collective bargaining, meet and confer, or related statute or ordinance.

#### *Section 2. Dues Checkoff.*

A. Upon receipt of voluntary, written, current, signed authorization from employees in such form as complies with the law of Indiana, who are covered by the Agreement and who are members of the FOP, the City shall deduct each month from the earnings of each of said employees an amount representing their regular, monthly dues for the preceding month and shall remit such monies, together with the appropriate records, to a designated FOP official. The City shall not be liable to the FOP for failure to make deductions for dues. In the event of an overcharge already remitted to the FOP, it shall be the responsibility of the FOP alone to adjust the matter with the employee. The City shall not make dues deductions for employees covered by this Agreement on behalf of any other employee organization. The FOP will indemnify the City and hold it harmless from any or all claims or liabilities which may arise under this paragraph.

#### *Section 3. No Work Stoppage.*

As the services performed by the employees covered by this Agreement are essential to the administration of the Department and to the welfare of the public dependent thereon, the FOP agrees that in no event whatsoever, during the term of this Agreement, will the FOP or any of the employees in their individual capacity, initiate, authorize, sanction, encourage, support or engage in any strike, slowdown, concerted job action, work stoppage, "Blue Flu", or cease the continuous performance of their duties.

## **ARTICLE III**

### **Salary**

For 2016 Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A.

Appendix "A" shall be negotiated annually during the term of this Contract, , as part of and subject to the Budgeting Process of the City. The salaries listed for Sworn Protective Occupation and Law Enforcement (POLE) for members of the Police Department adopted by the Common Council during the Budgeting Process each year shall become the new Appendix "A" for this Contract.

## **ARTICLE IV**

### **Fringe Benefits**

#### *Section 1. Clothing Allowance*

Each police officer shall be paid five hundred dollars (\$500.00) quarterly for each of the years covered by this agreement, for purposes of compensation to the officers for monies spent to maintain the police officer duty uniform.

In the event of a member's promotion or lateral transfer requiring the member to make uniform changes, the City will provide those items and services at no cost to the member.

#### *Section 2. Health Insurance.*

A. The City agrees to maintain the current health insurance programs through IACT Medical Trust for the term of this Agreement. If the cost of any such program becomes uncompetitive during the term of this Agreement, or if the carrier should add or impose objectionable terms and conditions to its program during the term of this Agreement, the City shall be entitled to cancel or modify such programs and select a different program that provides similar benefits and coverage. However, if future changes in health insurance coverage are contemplated, the FOP shall be given the opportunity to meet with the City and the health insurance providers prior to such changes being made.

B. The City agrees to pay the monthly premium for the health insurance, vision insurance, dental insurance, and basic life insurance. The FOP agrees that all employees covered by this Agreement will pay from each paycheck, the employee portion.

C. The coverage described above shall not be decreased, nor shall the employee's share of the premium increase during any calendar year . During 2016-2020, said coverage may be changed to include either an increase in deductible amounts and co-payments, or an increase in premium payments and co-payments made by the employee and/or dependents. In any event, the terms of the insurance shall be provided on an equal basis to all eligible city employees.

D. Any current Police Officer, eligible to retire in 2020 or before, shall have the right to receive certain defined benefits as described herein if such eligible Police Officer exercises his option hereunder on or before December 31, 2020 at noon. Said written exercise must be received in the City of Lafayette Human Resources Department on or before said date and time, must be signed by the retiring Police Officer and must specify the date upon which the retiring Police Officer desires the retirement to be effective. The effective date of retirement must be in the year 2015 or before. The retiring Police Officer will give as much advance notice of his retirement as is possible under the circumstances.

Within thirty (30) days of the effective date of retirement, the employee shall begin to receive benefits which shall be used only as credits against health insurance premiums due for the retiree on the retirees' insurance provided through the City of Lafayette. The retiree will pay any balance of the premium, which may be due, on a timely basis. The total of said benefits shall be Four Thousand Eight Hundred Dollars (\$4,800.00) credited in forty-eight (48) consecutive monthly installments of One Hundred Dollars (\$100.00) each.

The benefits hereunder will terminate immediately upon a Police Officer or spouse/dependent who becomes covered under another group health plan that does not limit any pre-existing condition the Police Officer or spouse/dependent may have, or if the Police Officer or spouse/dependent becomes eligible for Medicare.

### *Section 3. Personal Time.*

Personal time shall be given at the rate of 60 hours per calendar year and shall be taken at officers' request with approval of shift command.

### *Section 4. Incentive Time.*

The Department retains the right of regulation for Incentive Time. Incentive days are to be given as follows:

12 incentive hours for each 4-month period of perfect attendance for a total of not more than 36 hours per calendar year. The 4-month periods run as follows:

January 1 to April 30

May 1 to August 31

September 1 to December 31

### *Section 5. Sick Leave.*

The parties agree to maintain the sick leave schedules for police officers in effect at the time of the execution of this Agreement, with the Department retaining the right of regulation. It is agreed that each officer of the Department will receive 240 hours sick leave per year and shall accumulate up to 720 hours. Sick leave is accrued at the rate of 20 hours per month beginning with the first day of employment.

### *Section 6. Vacation Leave.*

A. The parties agree to maintain the vacation leave schedule for police officers in effect at the time of the execution of this agreement, with the Department retaining the right of regulation.

B. To the extent possible and within guidelines established by the Department, officers shall select vacation leave based on seniority as follows:

|             |           |
|-------------|-----------|
| 1-2 years   | 80 hours  |
| 3-7 years   | 120 hours |
| 8-12 years  | 160 hours |
| 13-17 years | 200 hours |
| 18 and over | 240 hours |

### *Section 7. Bereavement Leave.*

A. The Department retains the right of regulation of bereavement leave.

B. It is understood that the following bereavement days are to be in effect: 48 hours bereavement for "Father, Mother, Wife, Husband, Son, Daughter, Brother, Sister, Step-father, Step-mother, and Step-children." 36 hours bereavement for employee's Grandparents, former guardian or other member of the household, Spouse's Mother or Father and Spouse's Siblings. 1 duty day bereavement for employee's Aunt, Uncle, Spouse's Grandparents, Spouse's Step-mother, Spouse's Step-father, Spouse's Step-brother or Step sister, Spouse's Aunt or Uncle.

### *Section 8. Leave of Absence.*

Police 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 Department.

### *Section 9. Overtime Compensation.*

A. In accordance with Federal Law, officers of the Lafayette Police Department shall receive overtime compensation at the rate of one and one-half times the base hourly rate of pay for the hours worked exceeding 171 hours, computed on an established twenty-eight day period. Overtime compensation shall be computed and paid to each officer at the conclusion of the 28 day pay period, less required withholdings.

B. The parties agree that police officers shall receive compensation at their base hourly rate for those hours worked between 160 and 171 hours.

C. The parties further agree that each police officer may elect to accrue up to 168 hours of overtime to be used as "time coming." Each police officer will then be able to schedule this "time coming" as time off, in accordance with the currently established department procedures and subject to manpower limitations.



D. In the computation of the 171 hour period the City agrees to include time taken during the work period which is included as part of the benefit package listed in this agreement. The time taken will count the same number of hours as the officer's regularly assigned tour of duty.

E. The City of Lafayette and the Lafayette Police Department shall not be able to terminate any scheduled tour of duty for an officer solely to avoid payment of overtime monies due.

F. In the event that an Officer is required to be in criminal court, or civil court (resulting in on duty activity) during his/her off duty time, they shall be compensated for a minimum of 4 hours; this includes but is not limited to subpoenas, witness conferences, signing of charges. In the event of training, and mandatory meetings held during the Officer's off duty time, they shall be compensated for the duration of said training/meeting, rounded to the next hour, plus 1 hour for preparation and in-transit.

#### *Section 10. Specialty Fields Compensation*

Any member of the police department who participates in a specialty field will be compensated at the yearly rate of \$500.00. A maximum of three (3) specialty fields will be compensated per Officer per year.

The specialty fields are described as participation in one or more of the following:

- Special Weapons and Tactics Team (SWAT)
- Field Training Officer (FTO)
- Tactical Intervention Platoon (TIP)
- Evidence Technician
- Civil Disturbance Unit (CDU)
- Polygraph Technician
- Accident Reconstruction Specialist
- Indiana Law Enforcement Certified Instructor (Psychomotor, Generalist)
- Spanish speaking unit
- Armorer
- K-9 Unit
- Street Crime Unit
- Bicycle Patrol
- Dive Team
- Honor Guard
- Any other certifiable specialty approved by the Chief's Office

Compensation will be paid at the end of the calendar year in one lump sum. Any partial participation in one of the specialties will be pro-rated on a monthly basis.

#### *Section 11. Holiday Pay*

Employees who work on certain holidays will be paid holiday pay at the rate of 1 ½ times regular rate of pay.



Holidays include all holidays approved by the City for all other City employees with the exception of election days. Employees shall receive holiday pay on the date of the actual holiday regardless of the date the holiday is observed by other City employees.

#### *Section 12. Birthday Day*

Within the 30 day period either preceding or following an employee's birthday, the employee is entitled one paid duty day off.

#### *Section 13. Continuing Education*

Any member of the Lafayette Police Department may be entitled to receive tuition reimbursement benefits when the course of study is related to the field of law enforcement. Other course work may be approved when deemed appropriate by the Office of the Chief of Police.

The following criteria must be met in order to receive this benefit:

- a. The Office of the Chief of Police must pre-approve course work.
- b. Course work must be undertaken at an accredited College or University.
- c. A grade of C or above must be earned in order to receive reimbursement.

Reimbursement shall not exceed the per credit hour rate established by Purdue University for the time period in which the course work was undertaken. Upon a failure to complete course work or achieve a grade of C or above, the member shall repay the costs to the City within 30 days, and if not paid in that period, a payroll deduction may be used to obtain the repayment.

#### *Section 14. Pay Rate for Grant Projects (FACT, BCC, etc) and Other Designated or Declared Events*

Employees who participate in designated grant projects (FACT, BCC, etc.), or other declared event, shall be paid for said participation at a rate equal to 150% of the regular rate of pay.

#### *Section 15. Longevity Pay.*

Employees shall receive longevity pay in addition to other compensation, as follows:

After the completion of the nineteenth (19<sup>th</sup>) year of service, each employee's clothing allowance shall be reduced to Five Hundred Dollars (\$500.00) per year. Beginning with an employee's twentieth (20<sup>th</sup>) year of service and for each year of service thereafter, in addition to all other compensation, each employee shall receive One Thousand Five Hundred Dollars (\$1,500.00) each year as longevity pay. Such longevity pay shall be paid in three equal installments at the end of the second, third and fourth quarter, and shall be attributable to the annual salary base for pension purposes.

*Section 16. Take Home Vehicle Program.*

Employees who live within the Lafayette city limits shall be entitled to enroll in the take home vehicle program.

*Section 17. Crime Scene Investigator.*

Commencing January 1, 2017, employees who are a Crime Scene Investigator (CSI) shall be paid at the Technician Rate which is equivalent to rate of pay for Detective as set forth on Exhibit "A".

**ARTICLE V  
GRIEVANCE PROCEDURE**

**A. DEFINITION OF A GRIEVANCE**

A grievance shall mean a dispute concerning the interpretation or application of this contract. The grievance procedure is the sole and exclusive method of redressing grievances.

**B. SUBJECT MATTER**

Only one subject matter shall be covered in any one grievance and shall only relate to events occurring during the term of this Agreement. A written grievance shall contain the signature and rank of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated and the signature of the grievant and the date.

**C. SETTLEMENT OF GRIEVANCE**

Any grievance shall be considered at the completion of any step of the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

(a) **STEP 1:**

The Fraternal Order of Police (hereinafter referred as FOP), upon receiving a written and signed petition, shall determine if a grievance exists. If, in their opinion, no grievance exists, no further action is necessary. Any grievance must be submitted to the grievance committee within fifteen (15) calendar days of occurrence.

(b) **STEP 2:**

If a grievance does exist, the FOP shall, with the aggrieved person or persons, present the grievance to the Chief of the Police Department for adjustment within five (5) business days of the committee's receipt of the

petition. The Police Chief shall serve a written response within five (5) business days from receipt of said grievance upon the employee and the FOP.

(c) **STEP 3:**

If the FOP and employee are not satisfied with the decision of the Police Chief under Step 2, they may, within ten (10) business days submit the grievance for mediation by filing notice with the Police Chief. The parties shall mutually agree to a mediator which mediator shall assist the parties in reaching a mutually satisfactory settlement of the grievance. If a settlement is reached, a settlement agreement will be entered into in writing at the mediation. Fees and expenses of the mediation shall be shared equally between the FOP and the City. If a resolution of the grievance is not reached at mediation, the grieving party may proceed to Step 4.

(c) **STEP 4:**

Within five (5) business days after a failed mediation, the grievance may be submitted to the Board of Public Works and Safety for adjustment. The Board of Public Works and Safety shall have thirty-one (31) days from receipt of a grievance to serve a written response upon the responding party. If said action is not taken within thirty-one (31) days by the Board of Public Works and Safety or is not satisfactory to the grieving party, then the party processing the grievance may proceed with any legal action as provided by law.

D. The Grievance Procedure only applies to those portions of this contract that are not subject to the rules and regulations of the Lafayette Police Civil Service Commission.

## **ARTICLE VI**

### **Termination**

This Agreement, shall become effective January 1, 2016, and shall remain in full force and effect through December 31, 2020, and may be extended for up to 6 months thereafter, as necessary to complete and approve a new contract, by a Simple Extension Agreement executed by the Mayor and FOP representative.

IN WITNESS WHEREOF. The parties hereto by their duly authorized officials have signed their names this 27 day of October, 2016.

**FRATERNAL ORDER OF POLICE**  
**LAFAYETTE ARMAN LODGE #49**

By: [Signature]  
Jason D. Huber, President

Attest: [Signature]  
John Ambrose, Secretary

CITY OF LAFAYETTE, INDIANA

BY: Tony Roswarski  
Tony Roswarski, Mayor

Attest: Cindy Murray  
Cindy Murray, City Clerk

Approved by the Board of Public Works and Safety on the 1<sup>st</sup> day of  
November 2016.

Gary Henriott  
Gary Henriott, President

Cindy Murray  
Cindy Murray, member

Norm Childress  
Norm Childress, member

Ron Shriner  
Ron Shriner, member

Dawn Ross  
Dawn Ross, member

ATTEST:

Mindy Miller  
Mindy Miller, 1<sup>st</sup> Deputy Clerk

Date: Nov. 1, 2016

## **Exhibit A**

### **Fraternal Order of Police 2016 Job Classification and Wage Schedule**

| <b><u>Position</u></b>               | <b><u>Classification</u></b> | <b><u>2016 Bi-Weekly Salary</u></b> |
|--------------------------------------|------------------------------|-------------------------------------|
| Captain                              | POLE                         | \$2,664.27                          |
| Lieutenant                           | POLE                         | \$2,538.00                          |
| Sergeant                             | POLE                         | \$2,417.76                          |
| Detective                            | POLE                         | \$2,303.22                          |
| 1 <sup>st</sup> Class Patrol Officer | POLE                         | \$2,194.18                          |
| 2 <sup>nd</sup> Class Patrol Officer | POLE                         | \$1,976.04                          |
| Recruit                              | POLE                         | \$1,866.96                          |