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*This Contract was
ratified on 3/24/04*

811874

~~1050~~ workers

1532

**AGREEMENT
BETWEEN
CITY OF INDIANAPOLIS
AND
FRATERNAL ORDER OF POLICE, LODGE #86**

*1532
PAID MEMBERS
IPD*

January 1, 2003 through December 31, 2005

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AGREEMENT

This Agreement is entered into by and between the CITY OF INDIANAPOLIS (hereinafter referred to as the "City") and the FRATERNAL ORDER OF POLICE, LODGE #86 (hereinafter referred to as the "F.O.P.):

The general purpose of this Agreement is to set forth certain terms and conditions of employment including wages and compensation for covered officers employed by the City of Indianapolis and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees and the F.O.P.

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

ARTICLE I

Period of Agreement

Section 1. **Duration.** This Agreement shall take effect January 1, 2003 and shall continue in force and effect until midnight, December 31, 2005.

Section 2. **Complete Agreement.** This document constitutes the sole and complete agreement between the parties. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

Section 3. **Severability.** 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. Subject to the

provisions of this paragraph, the City agrees that it shall not cause to be introduced to the City-County Council any future ordinance which conflicts with a specific provision of this Agreement.

ARTICLE II

F.O.P. and City Rights and Obligations

Section 1. **Recognition.** The City recognizes the F.O.P. as the exclusive bargaining representative for all merit ranks of the Indianapolis Police Department for the purpose of negotiating in good faith the terms and conditions of employment in the Police Department, provided such recognition is conditioned on the terms of Indianapolis City-County General Ordinance 74, 2001. The City shall not negotiate with, or make any collective bargaining agreement or contract with any other employee group working in classifications covered by this Agreement.

Section 2. **F.O.P. RIGHTS.**

A. **Dues Checkoff.** Upon receipt of voluntary, written, current, signed authorization from employees in such form as complies with the law of Indiana, who are covered by this Agreement and who are members of the F.O.P., 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 F.O.P. official. The City shall not be liable to the F.O.P. for failure to make deductions for dues. In the event of an overcharge already remitted to the F.O.P., it shall be the responsibility of the F.O.P. 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 F.O.P. will indemnify the City and hold it harmless from any or all claims or liabilities which may arise under this paragraph.

B. **Bulletin Boards.** The F.O.P. shall have access to a portion of all bulletin boards within normal work areas of covered employees for the purpose of posting F.O.P. notices and other F.O.P.

materials. The F.O.P. portion of the bulletin board shall be identified with the name of the Lodge and the F.O.P. may designate persons responsible for its utilization. The City reserves the right, with notice to the F.O.P., to remove inappropriate materials.

C. **Access to Roll Call Sites.** The F.O.P. shall have access to attend roll call sites for the purpose of conveying F.O.P. business to members of the Department after securing the approval of the Chief or his designee, which approval shall not be unreasonably withheld.

D. **Compensation for Union Business.** All union business and activity shall be on an employee's own time and shall not be compensated by the City except as specifically set forth below:

- (i) A bank of 2000 hours per year will be furnished by the City for use by IPD officers as F.O.P. Pool Time. This time shall be used by IPD representatives on the F.O.P. Executive Board or their designees to conduct business directly related to labor-management relations such as the investigation and adjustment of grievances and educational activity which the Department and the F.O.P. mutually agree is in the best interest of the City and the F.O.P. F.O.P. Pool Time hours shall only be used by F.O.P. representatives for business performed during their regularly scheduled work hours. Employees properly charging hours against F.O.P. Pool Time will be compensated at their regular rate of pay. Employees must use a minimum of one (1) hour of pool time. After the first hour, pool time may be taken in half (1/2) hour increments. To be eligible for compensation under this subsection, the approval of the Chief of Police, or his designee and the President of the F.O.P. or his designee is required, which approval shall not be unreasonably withheld. The specific procedures for drawing on the Pool Time will be set out in a General Order which shall be issued by the Chief after consulting with the F.O.P. Such approval must be in writing or verbal with subsequent written confirmation signed by the authorizing officer. No time may be charged if the ability

of available police personnel to provide required services would be adversely affected. There shall be no carryover or borrowing of F.O.P. Pool Time hours among calendar years.

- (ii) The City agrees to compensate F.O.P. representatives for regularly scheduled working time missed while attending meetings initiated by and subject to the control of the Police Department or the Department of Public Safety, including F.O.P.-Management Committee meetings, and while attending joint meetings concerning renewal of this Agreement. If F.O.P. representatives are required by the City to attend said meetings on non-scheduled work hours they shall be compensated, at their regular rate of pay.

E. Special Duty Representative. An IPD representative from the elected F.O.P. Executive Board, who is an active duty IPD officer and who is selected by the F.O.P. Board, shall be assigned to a Special Duty assignment to be permitted to serve as a liaison officer between management and labor in an effort to resolve disputes in a fair and equitable manner and conduct F.O.P. business. Except when performing tasks specifically assigned to him by the Chief or the Chief's designee, which tasks shall not be assigned unreasonably to defeat the purpose of the Special Duty assignment, the F.O.P. representative shall be compensated by drawing against the F.O.P. Pool Time set forth in subparagraph D above. While the Special Duty assignment is primarily a day shift assignment, some scheduling flexibility will be allowed in order for the F.O.P. representative to perform labor-management liaison duties during non-day shift hours. The F.O.P. representative will be required to document 160 hours of work on IPD form No. 1-5-5R2 per pay period. In no event shall the F.O.P. representative be entitled to overtime compensation under this Agreement or the Fair Labor Standards Act for time charged by the F.O.P. representative against F.O.P. Pool Time.

F. **F.O.P. District Representative.** An F.O.P. District Representative will be appointed by the F.O.P. from the middle and tact shift of each district. Upon the approval of the Deputy Chief which approval shall not be unreasonably withheld, these District Representatives will be allowed to mark out of service if the monthly F.O.P. regular business meeting is held on a scheduled work day for those representatives, to allow him/her to attend the business meeting and keep the officers on middle and tact shifts informed of matters of mutual concern and benefit to the City and the F.O.P.

G. **Non-Discrimination.** The City shall not make any regulation affecting the right of any employee to join, or refrain from joining, the F.O.P.; provided that the City shall retain the full right to control the employer's property and equipment. Subject to the terms of this Agreement and applicable Departmental rules, police officers individually and through their F.O.P. representatives shall have the right to engage in lawful concerted activities for the purpose of meeting and conferring with the City and to express or communicate any views, grievances, complaints, or opinions related to the conditions or compensation of public employment or their betterment, free from restraint, interference, discrimination or reprisal.

Section 3. City Rights. The City, on its own behalf and on behalf of its citizens, hereby retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States, the City Charter, the Code, and any modifications made thereto, including any Executive Order issued by the Mayor or other officials so authorized by statute. Further, all rights which ordinarily vest in and are exercised by employers except to the extent such are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing right:

- (a) to manage its affairs efficiently and economically, including the determination of quantity and standard of services to be rendered; the control of material, tools and equipment to be used; and the discontinuance of any services, material or methods of operation;
- (b) to introduce new equipment, methods, machinery or processes; change or eliminate existing equipment and institute technological changes; decide on materials, supplies, equipment and tools to be purchased;
- (c) to determine and change the number, location and type of facilities and installations;
- (d) to determine the size of the workforce and increase or decrease its size;
- (e) to hire, assign, and direct the work of employees, including the right to assign work and overtime;
- (f) to establish, change, combine or discontinue job classifications; prescribe and assign job duties, content and classification; and to establish wage rates for any new or changed classifications;
- (g) to establish work schedules and, if necessary, change those work schedules in accordance with applicable law and Departmental policy;
- (h) to maintain the statutory right of the Chief of Police, with the approval of the Director of Public Safety, to establish and revise Departmental rules and procedures for the administration of the Police Department;
- (i) to discipline and discharge employees for cause under applicable laws;
- (j) to adopt, revise and enforce working rules and carry out cost and general improvement programs under applicable laws;
- (k) to transfer, promote and demote employees from one classification, division or shift to another under applicable laws;

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

When choosing to exercise any of the above-enumerated City rights, the department will be cognizant of all the articles and sections of this Agreement as well as the issues of officer safety that are presented by the nature of the duties performed by the officers.

Section 4. No Work Stoppage or Lockouts. 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, in no event whatsoever, during the term of this Agreement, will the F.O.P. or any of the employees in their individual capacity, threaten, advocate, initiate, authorize, sanction, encourage, support or engage in any strike, slowdown, concerted job action, work stoppage, interference, or "Blue flu" or cease the continuous performance of their duties. The Department agrees that no lockout shall take place during the term of this Agreement.

The F.O.P. acknowledges that any conduct which violates this section threatens irreparable harm to the public. The F.O.P. shall have no liability for unauthorized activity by employees in violation of this section, and agrees to immediately make a vigorous and bona fide effort to end all such activity in the event of a documented violation of this section, including written notification to each employee the City contends is in violation of this Section that his/her activity may be unprotected and is not authorized, supported or ratified by the F.O.P..

ARTICLE III

Non-Discrimination

Section 1. General Application. The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, race, color, creed, handicap as defined by law, national origin, or religious or political affiliation except where specific age, sex or physical requirements constitute

a bona fide occupational qualification, necessary to proper and efficient administration or as provided by law. The F.O.P. shall share with the Employer the responsibility for applying this provision of the Agreement. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees. Nothing in this Agreement shall be construed to require the City to violate any provisions of the Americans with Disabilities Act.

Section 2. **Working Conditions for Current Employees.** The City agrees that it will not discriminate in the training, upgrading, promotion, transfer, layoff, discipline, or discharge of employees, because of race, color, creed, national origin, handicap as defined by law, sex, religious or political affiliation, union membership or holding any official union position, or age, except where specific age, sex or physical requirement constitutes a bona fide occupational qualification necessary to proper and efficient administration or as provided by law.

ARTICLE IV

Miscellaneous

Section 1. **F.O.P.-Management Committee.** There shall be an F.O.P.-Management Committee composed of eight (8) representatives. Three representatives each shall be appointed by the F.O.P. and the Chief. The Chief and Director of Public Safety shall act as Chairperson and Vice Chairperson respectively. Meetings will be held periodically, but not less than quarterly, unless both parties determine that said quarterly meeting is not necessary, for the purpose of discussing and seeking solutions to F.O.P.-Management relationship issues. Advance arrangements will be made for such meetings, at times and places mutually satisfactory to the parties concerned. Discussions and recommendations for consideration at said meetings shall be limited to the subject matter included in the agenda submitted by the F.O.P. to the Chief, or by the Chief to the F.O.P. at least seven (7) calendar days prior to the agreed upon

meeting date. The parties shall keep each other informed as to the current identity of the members on the Committee.

Section 2. Access to Files.

A. Personnel Files.

1. The Personnel Director shall maintain Personnel Files for all employees covered by this Agreement. Each employee shall be allowed to examine the contents of his Personnel File, in the Personnel Office, during regular City business hours. In addition, officers shall receive copies of all materials in their Personnel File, upon their request. Such copies shall be made within a reasonable time period as allowed by Personnel Office activities.

2. The employee may not remove any document from his Personnel File but may challenge, in writing, any data believed to be inaccurate. The Personnel Director shall direct an investigation of all challenges made. In addition, if there is any comment adverse to the employee's interest in his Personnel File, he may file a written response with the Personnel Director, which response shall be attached to said adverse comments.

3. The Department will notify an officer of all personnel additions to his/her personnel file within 45 days of the date the addition is made. After such notice is given, if requested in writing, the City will provide a copy of the addition to the officer.

B. Internal Affairs Files and Investigations. It is understood that the information retained by the Internal Affairs Office is not included in an employee's Personnel File. An employee may have access to his own statement given to Internal Affairs. Further, once an employee is scheduled for interrogation by the Internal Affairs Office, he will be provided a copy of the complaint in non-criminal cases, where one exists, and will be informed of the nature of the complaint in criminal cases, but in neither case will the

name of the complainant necessarily be disclosed. Officers who are subject to investigation by Internal Affairs shall be individually notified in writing of the disposition of said investigation within two (2) weeks of said disposition. Officers subject to interview or interrogation by Internal Affairs shall have the right to have an attorney or representative from the F.O.P. present during the interview or interrogation, but the representative shall not participate except to advise the officer.

Section 3. Equipment for Special Teams. The City shall provide, at its expense, the equipment for special teams, as directed by the Chief.

Section 4. Safety Equipment.

A. 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 in safe operating condition in accordance with Federal, State and local law.

B. The Chief shall designate a Safety Coordinator who shall meet with representatives of the F.O.P. to discuss safety issues. Such meetings shall be held on a regular basis, not less than semi-annually. It shall be the responsibility of the Safety Coordinator to work with the F.O.P. in an attempt to satisfactorily resolve safety issues.

Section 5. Grievance Procedures. Internal grievance procedures outlined in General Order 7.00 in effect at the time of the execution of this Agreement shall not be changed without thirty days prior written notice to the F.O.P. Upon request, the Chief will discuss the proposed changes with the F.O.P.

All time limits established in General Orders 7.00 and 7.01 for tendering and responding to grievances, at each step of the process, shall be strictly enforced except extensions may be granted upon mutual consent. The failure of the grievant and/or his/her representative to comply with the time limits set forth in General Orders 7.00 and 7.01 shall result in a dismissal of the grievance. Failure of management to

comply with the time limits set forth in General Orders 7.00 and 7.01 shall entitle the grievant to appeal to the next level of review.

Section 6. **Bill of Rights.** The Officer's Bill of Rights in effect at the time of the execution of this Agreement shall remain in effect for the duration of this Agreement.

Section 7. **Layoffs.** When the City decides a layoff is necessary, it will comply with all applicable legal requirements including I.C. 36-8-4-11.

Section 8. **Job Assignment.** The Chief shall have the authority to assign and reassign any member of the Department to serve in any job assignment and to perform such duties as he shall designate, providing such duties are in accordance with the member's rank, grade, position, and qualifications. Employees reassigned will be entitled to have written reasons for the reassignment put in their personnel file, except that if the reassignment is for a confidential reason the department is not required to state the reason in the file. If it is determined that the reason for the reassignment is confidential, then the Department will provide the officer with a written statement of the reason for the reassignment. "For the good of the Department" will not be an adequate description of the reason for the reassignment.

Section 9. **Bidding.** Nothing in this Article in anyway restricts the Department's ability to fill positions through the job assignment and reassignment provisions of Article IV, Section 8. This Section shall apply to the designated positions the Department decides to fill other than through Article IV, Section 8, or through the assignment of new officers pursuant to Subsection 9(E).

A. **Annual Shift Bid -- Operations Division.** For the term of this bargaining agreement from January 1, 2003, through December 31, 2005, only, the City will continue to follow the method currently used by the City for the annual shift bid for Operations Division District patrol officers, sergeants, and lieutenants assigned to day, middle, late tactical (Non Neighborhood Resource Officers positions), and late

shift. The City shall continue to make special duty, "Crime Bill" officer assignments or Neighborhood Resource Officers without following the provisions of the shift bidding General Order.

B. Filling Vacancies. If vacancies occur during the year in positions of Lieutenant and below and the City decides to fill the position other than by assigning officers under Subsection E below or pursuant to Article IV, Section 8, then this process will apply.

Bidding for these positions shall be based upon the training, education, experience, ability and performance of the employees submitting bids. If these factors are relatively equal, then seniority shall control.

Notice of a vacancy must be posted as soon as the vacancy occurs and must specify a bidding deadline of at least ten (10) calendar days from the initial posting. The position must be awarded, in conformity with the above paragraph no more than thirty (30) calendar days from the date of the posted deadline for the submission of bids.

If an employee is incapable of fulfilling the new or vacant position for which he/she has successfully bid, within ten (10) calendar days of its effective date, then the position shall be considered vacant and shall be filled by another employee from the same bid.

C. Bid Limit. Bargaining unit members who are entitled to bid shall have the right to successfully bid for vacancies not more than two (2) times in any calendar year, excluding the annual bid. Upon an officer's successful bid for a vacancy, other than the annual bid, he shall be required to serve a minimum of four (4) months in that position before he may bid for another new or vacant position.

D. Annual Shift Bid -- Detectives in the Investigations Division. In 2005, detectives below the rank of sergeant in the investigations division where there is 24 hour staffing also will participate in an annual shift bid within their assigned areas.

E. Officers Before First Twelve (12) Months After Full-Duty Assignment Has Elapsed.

This Section 9 does not apply to officers until twelve (12) months after they get their first full-duty assignment. Until that time, those officers shall be assigned to shifts and positions at the sole discretion of the City.

Section 10. General Orders Committee. No changes in departmental general or special orders shall occur without first having been submitted to and approved by a majority of a three member General Orders committee. Two members of said committee shall be appointed by the Chief and one member shall be appointed by the President of the F.O.P..

Section 11. Accumulation of Discipline. If an officer has a consecutive five-year period free of discipline, any disciplinary action prior to that five-year period will not be considered by the Chief when imposing discipline or recommending discipline to the Merit Board, unless such prior discipline was based upon acts of a criminal nature.

Section 12. Communicable Diseases. The City will form a committee consisting of representatives from Public Safety, the F.O.P., the medical community and the public health sector. This committee will research and develop a policy for testing of officers who are exposed to and/or develop communicable diseases in the line of duty.

Section 13. Work Schedule. For the term of this contract from January 1, 2003, through December 31, 2005, only, the City will maintain the current work schedule of six (6) consecutive days on duty followed by three (3) consecutive days off for patrol officers on the day shift, middle shift, late tactical shift and late shift. Officers assigned to COPS, horse patrol and traffic are specifically excluded from the provisions of this paragraph.

This work schedule provision is not applicable to officers until twelve (12) months after they get their first full-duty assignment. During this period, officers shall be assigned work schedules at the sole discretion of the City.

Section 14. **Discipline.** A recommendation for discipline shall be made not later than sixty (60) days after the time the Department learns of the occurrence giving rise to the discipline. However, if there is an investigation by the Office of Internal Affairs or a criminal investigation regarding the incident giving rise to the discipline, the Department shall impose the discipline not later than thirty (30) days after the completion of the investigation. These deadlines will be extended if either party has a reasonable need for an extension. In the event discipline is not so imposed, no disciplinary action shall be taken as a result of the incident in question. The Department will make a good faith effort to complete any internal investigation in a timely manner.

ARTICLE V

Contract Grievance Procedure

In the event either party believes the other party has breached this Agreement, it shall be processed through this contract grievance procedure. However, for any matters covered by merit board proceedings, the officer shall pursue merit board proceedings only and a grievance may not be filed under this Agreement. Also, an impasse in any negotiations for any new agreement shall not constitute a grievance.

The parties shall make sincere and determined efforts to settle meritorious grievances and to keep the procedure free from unmeritorious grievances. Any resolution of a grievance under this procedure shall be without precedent or prejudice to either party as to any future matters.

An officer shall have the right to have an F.O.P. representative present during each step of the grievance procedure. Any response by the City at the various Steps shall be sent to the F.O.P. and the officer involved.

STEP 1: The matter shall first be taken up between the officer involved and the supervisor involved.

STEP 2: If the grievance is not resolved at Step 1, it must be submitted in writing to the officer's Deputy Chief within ten (10) calendar days after the occurrence giving rise to the grievance or it shall be considered as dropped. The grievance must contain at a minimum the contract provision(s) that allegedly were breached, the date on which the breach allegedly occurred, and the facts that support the alleged breach. The Deputy Chief or his designee shall reply in writing in ten (10) calendar days or, if not, the grievance shall be deemed denied.

STEP 3: If the grievance is not resolved at Step 2, the F.O.P. may appeal the matter by submitting the matter within ten (10) days to the Grievance Board or the grievance shall be deemed dropped. The Grievance Board shall be composed of two (2) members chosen by the F.O.P. President and two (2) members chosen by the Chief of Police. The respective members of the joint board shall be appointed effective January 1 of each year and shall serve for one (1) year. The Grievance Board shall meet promptly upon call but in any event, not later than thirty (30) days after the grievance has been referred to it. A majority vote of the Grievance Board on a grievance shall be final and binding on the parties. In cases in which the Grievance Board deadlocks, each side shall submit a written summary of the reasons for its vote to the Chief of Police who shall cast the deciding vote.

STEP 4: If the grievance is not settled under Step 3, the F.O.P. may appeal the matter by submitting the grievance within ten (10) calendar days of the decision in Step 3 to the Director of Public Safety or the grievance shall be deemed dropped. If the grievance is properly appealed to Step 4, then the matter will be considered by a representative of the F.O.P. and the Director of the Department of Public Safety or designee. The Director's decision shall be made in writing within ten (10) calendar days after submission to him/her. If the Director is unable to make a determination within the allotted time, he/she may seek an

extension from the F.O.P., which extension shall not be unreasonably withheld. The determination by the Director shall be final and binding upon all parties.

ARTICLE VI

Salary

Section 1. Base Salary Increase. The annualized base salary for all ranks covered by this Agreement shall be increased in accordance with following schedule:

Salary 2003

	<u>2002 Base</u>	<u>Increase</u>	<u>2003 Base</u>
3 rd Year Patrolman	\$43,876	3%	\$45,192
Sergeant	\$48,907	3%	\$50,374
Lieutenant	\$54,302	3%	\$55,931
Captain	\$60,442	3%	\$62,255

Salary 2004

	<u>2003 Base</u>	<u>Increase</u>	<u>2004 Base</u>
3 rd Year Patrolman	\$45,192	3%	\$46,548
Sergeant	\$50,374	3%	\$51,885
Lieutenant	\$55,931	3%	\$57,609
Captain	\$62,255	3%	\$64,123

Salary 2005

	3-4 Years	5-9 Years	10-14 Years	15-19 Years	20-24 Years	25-29 Years	30+ Years
3rd Year Patrolman	\$48,410	\$48,652	\$49,173	\$49,418	\$49,542	\$49,666	\$49,790
Sergeant	\$53,960	\$54,231	\$54,811	\$55,085	\$55,223	\$55,361	\$55,499
Lieutenant	\$59,913	\$60,213	\$60,857	\$61,161	\$61,314	\$61,468	\$61,621
Captain	\$66,688	\$67,021	\$67,738	\$68,077	\$68,247	\$68,418	\$68,589

Section 2. Field Duty Pay.

A. For all officers (including Sergeants and Lieutenants) assigned to field duty, including but not limited to officers assigned to a district car, radar car, accident vehicle, jeep, Pal Club, motorcycle, K-9, or the horse patrol, additional compensation shall be paid in the amount of \$400.00 on an annualized basis.

B. It is understood that such additional compensation will be paid only to those police officers actually functioning in such positions for a full pay period. Accordingly, the annualized compensation will be prorated for the time actually spent in the position.

C. Field duty pay shall be payable on March 1 and September 1 annually unless agreed otherwise by the parties.

Section 3. Shift Differential. Shift differential for officers whose shifts begin between 1300 hours and 0001 hours shall be \$.70 an hour. The policies concerning payment of shift differential will not be changed without prior notice to and consultation with the F.O.P.

Section 4. Detective Position Pay.

A. Patrolmen, Sergeants and Lieutenants assigned to plain clothes investigative positions shall be paid a detective rating pay of \$600.00 on an annualized basis.

B. It is understood that such additional compensation will be paid only to those police officers actually functioning in such positions for a full pay period. Accordingly the annualized compensation will be prorated for the time actually spent in the position.

C. Detective position pay shall be payable on March 1 and September 1 annually unless otherwise agreed by the parties.

Section 5. Career Pathing. A joint F.O.P.-Management Committee will be established to study and make recommendations on career pathing within the Department. The Committee will be in existence

for one (1) year, and, by the end of that year at the latest, the Committee will make recommendations to the F.O.P. and City bargaining teams.

Section 6. Overtime and Court Time.

A. Exempt police officers are not covered by the overtime provisions of this Agreement. Any overtime pay or compensatory time off for exempt officers is covered solely by General Order. For purposes of this Agreement only, exempt police officers are those officers holding the appointed rank of major and above.

B. For the duration of this Agreement, compensation for non-F.L.S.A. overtime, including court time, shall be paid at one and one-half times the officer's regular rate of pay. This rate shall be calculated by dividing 2080 hours into the sum of the officer's base salary, educational pay, longevity pay, FTO pay, motorcycle pay, and additional technical pays. Not included in this rate are shift differential and field duty pay.

C. Non-F.L.S.A. overtime, also known as gap time overtime, shall be defined as all hours worked beyond the regularly scheduled work week or work day up to 171 work hours in a 28 day pay period. Hours worked include all time the officer is required to be on duty. Thus, all hours within the regularly scheduled shift (including mealtime not exceeding 30 minutes) are considered hours worked. Also considered hours worked are approved overtime; actual court time; travel time of one hour only when the officer's shift does not begin or end within one hour of the overtime or court time; mandatory training time in Marion county; mandatory training time outside Marion county which occurs during the officer's regularly scheduled hours on both working and non-working days; time spent at the firing range if required by the Department; and time spent in branch meetings, coroner inquests, merit board hearings, review board hearings, internal affairs investigations, and required Departmental medical examinations. Travel

time or call back time will not be paid for onsite events, i.e., off duty traffic stops or other incidents for which the officer is present at the scene and which require police action.

Hours not considered hours worked include, but are not necessarily limited to: on call time if the officer possesses a beeper or other communication device; unpaid suspension time; and personal time relating to attendance at commendation ceremonies and participation as a candidate in promotional and other selection processes.

D. F.L.S.A. overtime is paid at one and one-half times a premium rate which includes all pays in the regular rate outlined above as well as shift differential and special position (field duty) pay. F.L.S.A. overtime is defined as actual time worked in excess of 171 hours in the 28 day work period. The F.L.S.A. allows the employer to offset its F.L.S.A. overtime liabilities with overtime paid for non-F.L.S.A. overtime hours. Thus, the extra compensation paid for gap time overtime (time and one-half) will be credited toward the amount owed to the officer for F.L.S.A. overtime.

E. Officers may elect to receive compensation for non-F.L.S.A. or F.L.S.A. overtime in either cash or time back, subject to the F.L.S.A. limits on accumulation of compensatory time. The Department shall make this option available in every overtime situation and shall not force, coerce or intimidate employees into electing comp-time in lieu of cash. However the Department reserves the option to pay the officer at the end of the year for accumulated overtime above 40 hours. Accumulated overtime on the books may be taken by the officer at any time during his career, with approval of the branch commander and upon completion of the appropriate form.

F. The Department shall make every effort to pay overtime within 30 calendar days of the date earned, provided required verification slips are tendered in a timely fashion pursuant to Departmental policies and guidelines. It is understood that some adjustments to overtime so paid may be necessary at the end of each 28 day work period to compensate for premium time required for F.L.S.A. overtime.

G. Officers shall receive a minimum of two hours compensation at straight time for court sessions attended during non-working hours. However, if an officer is late for a court appearance, he shall not be eligible for this minimum but shall be compensated only for actual time in court and travel time (if applicable).

- (i) The minimum two hour court time shall not be considered hours worked for calculations relating to F.L.S.A. overtime compensation.
- (ii) Computations shall be made to determine whether an officer would receive higher compensation under: 1) the minimum two hour court time at straight time or 2) travel time and actual time in court at time and one-half. The officer shall be paid at the higher amount.

H. The Chief of Police, with the approval of the Director of Public Safety, shall determine the necessity and guidelines for overtime, however, the Department shall not alter working schedules for the purpose of avoiding the payment of overtime without making a good faith effort to give the affected officer at least five (5) working days notice except in the case of emergency, a national disaster, required dignitary security or other condition beyond the Department's control of which the Department has not received at least five (5) working days advance notice. This subsection (H) shall not apply to officers until twelve (12) months after they get their first full-duty assignment. The Department will make a good faith effort to notify these officers twenty-four (24) hours in advance of an alteration of their work schedule except in the case of an emergency, a national disaster, required dignitary security or other condition beyond the Department's control.

Section 7. Field Training Officer Pay.

The parties agree that the Field Training Officer (FTO) program shall be operated in conformity with the following:

A. Subject to unusual manpower shortages, the last hour of all FTO's shifts (while assigned a probationary officer) shall be provided to complete FTO paperwork and perform other functions with the recruit related to FTO responsibilities such as counseling and evaluation.

B. FTO's shall have the same rights and opportunities as, and shall be treated no differently than, all other patrol officers when requesting vacations and days off.

C. FTO's are exempt from prisoner wagon duties, except when prisoner wagon experience is part of their recruits' required training.

D. FTO's are exempt from the civilian "ride along program" rider assignments. FTO's who desire to have riders may choose to do so.

E. FTO's who have served as trainers for at least one training cycle after the effective date of this agreement, shall be eligible to receive temporary assignments in the following units in the following manner, during the solo phase:

- 1) For each solo phase, twenty-five percent (25%) of all eligible FTO's will be offered such temporary assignments.
- 2) The assignments shall be awarded initially on the basis of Department seniority.
- 3) Thereafter, the assignment list shall be rotated so that once an FTO has been offered a temporary assignment, his name shall be placed at the bottom of the rotational seniority list for such assignments.
- 4) The following units are exempt from these temporary assignments: Internal Affairs, Grand Jury, Intelligence, and Task Forces maintained by outside law enforcement agencies.
- 5) The Chief may exclude additional units from the temporary assignment program after consulting with the F.O.P. The Chief will not unreasonably exclude any units from this program.

F. New equipment that is related to field patrol duty and is appropriate for trainees and the training process such as restraint gear, stop sticks and officer safety supplies, will be given to FTO's first as it becomes available. This does not include equipment purchased or designed for other specific projects or assignments.

G. The parties agree to recommend to the Merit Board the following additional promotional credits in the profile composite for those officers who have served at least one (1) year as an FTO within two (2) years of the promotional exam:

- 1) One (1) year – One percent (1%)
- 2) Two (2) years – Two percent (2%)
- 3) Three (3) years – Three percent (3%)

Candidates shall receive pro-rated credit for FTO service in excess of one (1) year, i.e., eighteen (18) months of FTO service shall result in 1.5% credit toward the profile.

H. All new applicants for the FTO Program must have at least three (3) years' experience with the Department from date of appointment. Any officer who has served as an FTO prior to the effective date of this agreement is exempted from this requirement.

I. Officers who are accepted into the FTO Program must, as a minimum, remain in the Program until they have had a trainee assigned to them for eight (8) weeks or for two (2) training cycles, whichever period is shorter.

J. Whenever a probationary officer is assigned to and is with an FTO, for purposes of statistical evaluation, the FTO will receive credit for all activity engaged in by his/her probationary officer.

K. The FTO shall receive training on an annual basis on matters which specifically relate to FTO responsibilities.

L. Field Training Officers shall receive position pay of a minimum of \$1,100 on an annualized basis, which amount may in the discretion of the City be increased during the term of this Agreement. Such additional compensation shall be paid only to those officers actually functioning in such position for a full pay period. This amount will be calculated and paid in the same manner as in the past. Additionally, FTO's shall receive an hourly rate above their regular hourly rate in the following amounts when they have a probationary officer, based on the total number of weeks they have been assigned a probationary officer.

<u>SERVICE TIME</u>	<u>HOURLY RATE</u>
1-12 weeks	\$ 2.00
13-24 weeks	\$ 2.50
25+ weeks	\$ 3.00

M. Once a FTO has reached the \$3.00 per hour level, he/she will remain at that level until he/she leaves the program. Officers who leave the program and subsequently re-enter the program will start over at the \$2.00 per hour rate.

N. The Department will give prior notice to the F.O.P. if FTO pay is to be increased.

Section 8. Special Duty and Position Pays.

A. Officers who are assigned to motorcycle positions, including sergeants and lieutenants, shall receive motorcycle position pay for a minimum of \$529 on an annualized basis, which amount may in the discretion of the City be increased during the term of this Agreement. Such additional compensation shall be paid only to those officers actually functioning in such position for a full pay period.

B. The Department intends to give additional consideration to other positions and duties which might qualify for special duty or position pays.

C. The Department will give prior notice to the F.O.P. if special duty and/or position pays are to be established or increased.

Section 9. Technical Rating Pays. Officers receiving technical rating pay at the beginning of this Agreement shall continue to receive such pay at a minimum of \$529 on an annualized basis, which amount may in the discretion of the City be increased during the term of this Agreement. The Department shall give prior notice to the F.O.P. if technical rating pay is to be increased.

Section 10. Compensation Increases. It is agreed that increases in the base salary and position pay of officers covered by this Agreement will not be implemented without prior consultation and agreement with the F.O.P., which agreement shall not be unreasonably withheld.

Section 11. Pension Contribution. Pursuant to I.C. 36-8-7.5-8 and I.C. 36-8-8-8, each officer with less than thirty-two (32) years of service contributes up to 6% of his/her base salary to the pension fund established by I.C. 36-8-7.5-3 and I.C. 36-8-8-4. The City shall continue to pick up, on behalf of each officer with less than thirty two years of employment, an amount equal to 3% of the salary of a first class officer (as defined by I.C. 36-8-1-11) and contribute said amount to the pension fund as provided by I.C. 36-8-7.5-8 and I.C. 36-8-8-8.

ARTICLE VII

Fringe Benefits

The City of Indianapolis shall maintain fringe benefit programs in a manner set forth in this Agreement. These include:

Section 1. Uniform Allowance.

A. In addition to any other item of compensation, the City shall pay to each police officer who is not a probationary patrol officer a uniform allowance of \$750.00 per year to purchase and maintain uniforms. In consideration of this allowance, police officers agree to keep their uniforms neat, clean, and in good repair and to replace all worn out clothing as required by General Order.

B. The Chief will give six months prior notice before requiring a major mandatory uniform change.

Section 2. Health and Life Insurance and Wellness Program.

A. The City agrees to use its best efforts to maintain the current practice of offering a choice of different health insurance plans to police officers. If the cost of any such plans should be increased or become uncompetitive during the term of this Agreement, or if any carrier should add or impose objectionable terms and conditions to its plan during the term of this Agreement, the City shall be entitled to cancel such plan and to select a different plan which provides employees reasonably equivalent benefits and coverage after consultation with the F.O.P.

B. City's Contribution for Active Officers' Health Insurance Coverage:

1) (a) January 1, 2003, through June 30, 2004

For officers participating in the Wellness Program and selecting single coverage, the City agrees to contribute 80% of the cost of the single coverage plan with the lowest premium plus an additional \$20.50 per month for officers who do not participate in the retiree health insurance pool described in Section C below. Any remaining premium amounts due under such plan or other more costly plan shall be solely the obligation of the officer. Notwithstanding the above, in no event will the officer's contribution be less than \$1.00 per month.

For officers participating in the Wellness Program and selecting single coverage, the City agrees to contribute 80% of the cost of the single coverage plan with the lowest premium plus an additional \$13.50 per month for officers who participate in the retiree health insurance pool described in Section C below. Any remaining premium amounts due under such plan or other more costly plan shall be solely the obligation of the officer.

Notwithstanding the above, in no event will the officer's contribution be less than \$1.00 per month.

1) (b) Beginning July 1, 2004

For officers participating in the Wellness Program and selecting single coverage, the City agrees to contribute 85% of the cost of the single coverage plan with the lowest premium for officers who do not participate in the retiree health insurance pool described in Section C below. Any remaining premium amounts due under such plan or other more costly plan shall be solely the obligation of the officer. Notwithstanding the above, in no event will the officer's contribution be less than \$1.00 per month.

For officers participating in the Wellness Program and selecting single coverage, the City agrees to contribute 85% of the cost of the single coverage plan with the lowest premium less \$15.25 per month for officers who participate in the retiree health insurance pool described in Section C below. Any remaining premium amounts due under such plan or other more costly plan shall be solely the obligation of the officer. Notwithstanding the above, in no event will the officer's contribution be less than \$1.00 per month.

2) (a) January 1, 2003, through June 30, 2004

For officers participating in the Wellness Program and selecting family coverage, the City agrees to contribute 80% of the cost of the family coverage plan with the lowest premium, plus an additional \$32 per month for officers who do not participate in the retiree health insurance pool described in Section C below. Any remaining premium amounts due under such plan or other more costly plan shall be solely the obligation of the officer.

Notwithstanding the above, in no event will the officers contribution be less than \$1.00 per month.

For officers participating in the Wellness Program and selecting family coverage, the City agrees to contribute 80% of the cost of the family coverage plan with the lowest premium, plus an additional \$25.00 per month for officers who participate in the retiree health insurance pool described in Section C. below. Any remaining premium amounts due under such plan or other more costly plan shall be solely the obligation of the officer. Notwithstanding the above, in no event will the officer's contribution be less than \$1.00 per month.

2) (b) Beginning July 1, 2004

For officers participating in the Wellness Program and selecting family coverage, the City agrees to contribute 85% of the cost of the family coverage plan with the lowest premium for officers who do not participate in the retiree health insurance pool described in Section C below. Any remaining premium amounts due under such plan or other more costly plan shall be solely the obligation of the officer. Notwithstanding the above, in no event will the officers contribution be less than \$1.00 per month.

For officers participating in the Wellness Program and selecting family coverage, the City agrees to contribute 85% of the cost of the family coverage plan with the lowest premium less \$15.25 per month for officers who participate in the retiree health insurance pool described in Section C. below. Any remaining premium amounts due under such plan or other more costly plan shall be solely the obligation of the officer. Notwithstanding the above, in no event will the officer's contribution be less than \$1.00 per month.

- 3) For those police officers who decline to participate in the Wellness program, the amount contributed by the City under subsections 1 and 2 above shall be reduced by ten dollars per payroll period in which insurance deductions are made.

C. City's Contribution for Retirees' Health Insurance. For eligible retired officers in calendar years 2003, 2004, and 2005, the City and the officers shall jointly contribute to a pool of funds which shall be used to subsidize the cost of City-sponsored health insurance for eligible retired officers as defined below. The City shall contribute to the pool in the amount of \$20,000 per month from January 1, 2003, through June 30, 2004, \$20,000 per month plus \$8.25 per month per active officer contributing to the pool not to exceed \$29,487.50 per month from July 1, 2004, through December 31, 2004, and \$41,911 per month for calendar year 2005.

Active officers shall contribute the amount of \$7.00 per month into the pool from January 1, 2003, through June 30, 2004, and \$15.25 per month thereafter, realized by a reduction in the City's contribution to the cost of active officers' health insurance coverage to the amounts specified in Article VII, Sec. 2(B) of this contract. This reduction is reflected in the amounts specified in Article VII, Sec. 2(B). For active officers who do not participate in City-sponsored health insurance, this amount shall be realized through a reduction in the monthly amount of Flexible Spending Dollars or through payroll deduction if the Flexible Spending Dollars are insufficient.

These contributions by active officers shall be voluntary, and officers who do not elect to participate in such retiree health insurance pool shall receive an increased City contribution to active health insurance premiums as described in Sec. 2(B) above or to the flexible spending account. However, officers must participate in the retiree health insurance pool continuously in order to be eligible for a City contribution to the cost of their retiree health insurance as described below. Officers who do not participate at all times during their employment as an officer with the City shall not be eligible for any City contribution to the cost of retiree health insurance at any time.

In the event the City's contribution to retiree health insurance is eliminated upon the expiration date of this Agreement (December 31, 2005), active and retired officer contributions as described in this Section shall be refunded by the City to officers who did not receive a City contribution to retiree health insurance.

(1) Eligible retired officers shall be defined as:

- (a) Those retired officers with at least 20 years of service as officers with the City, who are over the age of 50 and less than the age of 65 and are currently participating in the City's retiree health insurance program and receiving a contribution to their premium payment from the City pursuant to the provisions of the 1999-2002 contract between the FOP and the City.
- (b) Those officers under the age of 65 with at least 20 years of service as an officer with the City, who retired prior to the effective date of this contract and who have maintained City-sponsored insurance by paying the full amount of the premium. These officers shall be entitled to the City contribution to their health insurance premium beginning in the month in which they reach the age of 52. These officers may, at their option, discontinue their participation in City-sponsored health insurance and begin to pay the maintenance fee as described in subparagraph (e)(iii) below. In addition these officers must participate in employer-sponsored health insurance or maintain health insurance through a carrier licensed by the State of Indiana for a period of 18 months prior to the month in which they begin to receive a City contribution to the cost of retiree health insurance. Officers who meet the requirements of this sub-paragraph must re-enroll in City-sponsored health insurance during the open enrollment period prior to the year in which they reach age 52 or in any subsequent open enrollment period and then will be eligible for the City

contribution effective on the date selected by the officer. This date must be between January 1 and March 31 of the following calendar year.

(c) Those officers with at least 20 years of service as an officer with the City, who are at least age 52 and less than the age of 65 and who retire during the term of this contract under the following conditions:

(i) The officers must declare their intent to retire and participate in retiree insurance during an open enrollment period which will last from approximately October 1 to November 15 each year.

(ii) For 2003, the officers must retire and enter into the retiree health insurance program during the open enrollment period.

(iii) For years 2004 and 2005 the officers must retire and enter into the retiree health insurance program between January 1 and March 31 of the year following the year in which they declare their intent to retire and enter into retiree health insurance.

(d) Those officers with at least 20 years of service as an officer with the City, who are at least age 52 and less than the age of 65 and who retire outside the window period of January 1 through March 31 of any calendar year during the term of this contract and who maintain City-sponsored health insurance by paying the full amount of the premium shall be automatically entitled to the City contribution of City-sponsored health insurance coverage on January 1 of the calendar year following the year in which they retire.

(e) Those officers who retire during the term of this contract with at least 20 years of service with the City and who are less than age 52, who either:

- (i) Maintain City-sponsored health insurance by paying the full cost of the premium. These officers shall be automatically entitled to the City contribution to the cost of City-sponsored health insurance beginning in the month in which they reach the age of 52, or
- (ii) accept a civilian position with a City of Indianapolis or Marion County agency and maintain continuous health insurance in the City health insurance program or maintain such coverage through his/her spouse. Within 30 days of separation from that civilian employment and subsequent to his/her 52nd birthday, such retired officer may make application with the City and shall be entitled to the City contribution upon receipt of the application or
- (iii) Participate in another employer-sponsored health insurance program or maintain health insurance through a carrier licensed by the State of Indiana for a period of 18 months prior to the month in which they re-enroll in City-sponsored health insurance and pay to the City a monthly amount equal to the sum of the officers per month contribution and the City monthly contribution divided by 1232 (authorized strength of department). As of December 15 of each year, these figures will be recalculated based on the number of officers at the time. These sums shall be added to the pool of funds available to subsidize the cost of retirees' health insurance and are not refundable unless the officer fails to meet the criteria for obtaining coverage by City-sponsored health insurance. Guidelines for the payment of these amounts shall be established by the City. Officers who fail to follow the guidelines shall forfeit their eligibility for the City contribution to the cost of

City-sponsored health insurance. Officers who meet the requirements of this paragraph must enroll in City-sponsored health insurance during the open enrollment period prior to the year in which they turn 52 or in any subsequent open enrollment period and will then be eligible for the City contribution effective on the date selected by the officer. This date must be between January 1 and March 31 of the following calendar year.

- (f) Officers with 20 years of service as an officer with the City who retire during the term of this contract and are at least age 52 and less than the age of 65 and who either:
 - (i) accept a civilian position with a City of Indianapolis or Marion County agency and maintains continuous health insurance in the City health insurance program or maintains such coverage through his/her spouse. Within 30 days of separation from that civilian employment such retired officer may make application with the City and shall be entitled to the City contribution upon receipt of the application or,
 - (ii) participate in another employer-sponsored health insurance program or maintain health insurance through a carrier licensed by the State of Indiana for a period of 18 months prior to the month in which they re-enroll in City-sponsored health insurance and pay to the City a sum equal to the officers' per month contribution and the City monthly contribution divided by 1232 (current authorized strength of the department). As of December 15 of each year, these figures will be recalculated based upon the number of officers at the time. These sums shall be added to the pool of funds available to subsidize the cost of retirees' health insurance and are not refundable unless

the officer fails to meet the criteria for obtaining coverage by City-sponsored health insurance. Guidelines for the payment of these amounts shall be established by the City. Officers who fail to follow the guidelines shall forfeit their eligibility for the City contribution to the cost of City-sponsored health insurance. Officers who meet the requirements of this paragraph must enroll in City-sponsored health insurance during any subsequent open enrollment period and will then be eligible for the City contribution effective on the date selected by the officer. This date must be between January 1 and March 31 of the following calendar year.

- (2) No retired officer shall receive a City contribution to the cost of his/her City-sponsored health insurance unless he/she is eligible to retire pursuant to I.C. 36-8-8-10 or I.C. 36-8-7.5-12.
- (3) No retired officer shall be eligible to receive a City contribution to the cost of his/her City-sponsored health insurance beyond the month in which he/she reaches the age of 65, except for any available Medicare "wrap around" supplement.
- (4) Eligible participating retired officers who have a change in family status i.e. a marriage, death of a spouse, divorce, birth or adoption of a child, loss of coverage due to change in spouse's employment status, or change in eligibility status of a dependent child, must notify the City within thirty (30) days of this change in status and will be able to change the level of their participation in City-sponsored health insurance in accordance with the change of status upon such notification. If the City is properly notified of such change in status, the monthly contribution by the City will be adjusted to reflect the new participation level. In addition,

eligible participating retired officers may change their health insurance coverage during the open enrollment period each year.

- (5) If an eligible retired officer is participating in City sponsored health insurance and is receiving the City contribution and then drops City-sponsored health insurance for any reason, he/she shall never again be eligible to participate in the City-sponsored health insurance program.
- (6) The amount of the City's contribution to eligible officers' health insurance coverage shall be determined annually by March 31 of each year, for contributions effective the following April by multiplying the number of eligible participating officers at each level of participation by the premium for the lowest cost health insurance plan at that level offered by the City and dividing the resulting total by the total amount of the pool of funds available for that year and applying the resulting percentage to the cost of the City-sponsored health insurance plan with the lowest premium at each participation level. The dollar amount thus arrived at shall be the amount contributed to the monthly premiums of eligible retired officers regardless of which health insurance program they select. This dollar amount shall not be changed until a new calculation is made for the following April. The percentage paid by the City shall under no circumstances exceed sixty percent (60%) of the total premium for any City-sponsored health insurance plan.
- (7) If there are excess funds in the pool at the end of calendar years 2003 or 2004 these funds shall be rolled over into the pool for the next calendar year.

D. Surviving Spouse Health Insurance Contribution - Pursuant to I.C. 5-10-8-2.2, the City agrees to contribute an amount equal to its contribution for active employees for coverage for spouses and

qualified children of police officers killed in the line of duty. Such insurance shall be available on the same terms and conditions as it is available to current employees.

The City shall cease making such contribution for surviving spouses upon the occurrence of any of the following events: 1) The surviving spouse becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395; 2) the surviving spouse remarries; or 3) the City terminates its health insurance program for active officers. The City shall cease making such contribution for dependent children upon the occurrence of any of the following events: 1) the dependent child becomes eligible for Medicare as prescribed by 42 U.S.C. 1395; 2) the City terminates its health insurance program for active officers; 3) health insurance becomes available to the dependent through employment; or 4) the dependent child no longer qualifies as a dependent under the health insurance plan selected.

The parties agree that if any Indiana statute imposes an obligation upon the City, different than the foregoing, with regard to its obligation to provide and pay for health insurance coverage for surviving spouses and dependents, the City will comply with those statutory requirements.

E. Police Officers Injured in The Line of Duty. The City agrees to contribute an amount equal to its contribution for active employees for insurance coverage for police officers who are on disability pension due to a line of duty injury. Such contribution shall end when the police officer becomes eligible for retirement, or becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et. seq., or when the City terminates the health insurance program for active public safety employees.

An officer injured in the line of duty who remains on City-sponsored health insurance shall be entitled to a City contribution to the cost of retiree health insurance as described in Article VII, Sec. 2.C. when he/she becomes eligible for the retirement pension.

F. The City and police officers must engage in mutual efforts to control the cost of health care. Accordingly, the City shall continue a Wellness Program for police officers to help reduce health care costs

in the future and to reward those police officers who voluntarily participate and who, in good faith, attempt to achieve reasonable wellness standards.

G. It is the intent of the parties that all police officers will participate and in good faith attempt to achieve reasonable wellness standards. An advisory committee shall be created to assist in developing the standards and in communicating the standards to police officers. The recommendations of the advisory committee shall be made jointly to the Director of Public Safety, or his/her designee, and to the Wellness Program provider. In addition, the advisory committee shall make recommendations to the Director of Public Safety concerning the services to be provided as a part of the wellness program and shall review and make recommendations to the Director of Public Safety concerning proposals from potential wellness providers. Two members of the F.O.P., mutually acceptable to the parties, shall be designated by the President of the F.O.P. to serve on the advisory committee. Police officers who are not participating in the City's insurance program will be eligible to enroll in the Wellness Program.

H. The City will take the necessary steps to make available in 2005 a Medicare Supplement policy that "wraps around" and supplements the retiree's Medicare coverage.

I. The parties agree to form a joint insurance committee.

Section 3. **Bonus Days.** Bonus Days shall continue at the rate of eleven days per year.

Section 4. **Longevity Pay.** Longevity pay shall be paid at the rate of \$70.00 per year beginning in the fourth year of employment and continuing through the thirteenth year of employment. Beginning in the 14th year of employment and continuing through year 19, longevity pay shall be paid at the rate of \$100.00 per year. Officers in their twentieth year of employment shall receive a \$400.00 longevity pay increase for that year. After the twentieth year, longevity pay shall continue to be paid at the rate of \$100.00 per year. (See attached Exhibit A for longevity pay schedule).

and must be documented on the appropriate form. An officer may trade days with himself, and the trade day must be worked before a balancing day is taken.

Subject to the advance approval of the officer's supervisor, a police officer will be allowed to trade days with another police officer of the same rank who is in the same district within a single 28-day period. The City will have the unilateral right, after notice and opportunity for comment, to discontinue or alter the procedure for trading days, except that in no event will the right of an officer to trade days with himself within a 28-day period be eliminated.

Section 11. **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 Director of Public Safety.

Section 12. **HIV Screening.** Any officer who has not had an HIV test as a result of a line of duty exposure in the past 12 month period, shall be entitled to receive, upon request, an HIV test from a provider selected by the Department, at no charge to the officer.

ARTICLE VIII

Termination

Section 1. The provisions of this Agreement pertaining to compensation, specifically including salaries, longevity pay and length of service "step plan" pay, which set forth compensation for members of the bargaining unit for the term of this Agreement, are contingent upon the approval of the Department's proposed budget by the City/County Council. The City agrees to prepare and present a budget which is sufficient to fully fund this Agreement. If the Department's proposed budget is not approved, or is modified such that there are insufficient funds to provide for the full implementation of this Agreement, this Agreement shall be reopened for the sole purpose of re-negotiating the provisions of this Agreement impacted by the lack of funds.

Section 5. **College Incentive Pay.** College Incentive Pay shall continue for the duration of this Agreement. The minimum rate will be \$250.00, \$500.00 and \$750.00 for one, two and three years of college, respectively, and a total of \$1000.00 for one four year college degree. In no event shall an officer be compensated for more than one four year degree.

Section 6. **Perfect Attendance Days.** The parties agree not to introduce proposals to the City-County Council changing the perfect attendance day schedules in effect on the effective date of this Agreement. The department shall retain the right of regulation over the use of perfect attendance days.

Section 7. **Sick Leave.** The parties agree not to introduce proposals to the City-County Council changing the sick leave schedules in effect on the effective date of this Agreement. The department retains the right of regulation of the use of sick leave.

Section 8. **Vacation Leave.**

A. The parties agree to maintain the vacation leave schedules 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, field officers shall select vacation leave based on seniority on a shift within a district.

C. Upon separation from the Department, the City shall reimburse each police officer for earned or accrued but unused vacation time.

Section 9. **Bereavement Leave.** The bereavement leave program in effect at the time of the execution of this Agreement shall be maintained, with the Department retaining the right of its regulation.

Section 10. **Trade Days.** Police officers may 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

Section 2. This Agreement shall become effective on the first day of January, 2003, and shall remain in full force and effect until the 31st day of December, 2005, and shall continue in full force and effect from year to year thereafter unless written notice of reopening is given by either party not less than 180 days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in full force and effect until a new agreement is signed by the parties herein.

IN WITNESS WHEREOF, the parties hereto by their duly authorized officials have signed their names this ____ day of _____, 2004.

FRATERNAL ORDER OF POLICE,
LODGE #86

CITY OF INDIANAPOLIS

By: _____
Vince Huber, President

By: _____
Bart Peterson, Mayor

By: _____
Steve Bukaty
Chief Negotiator

By: _____
Robert Turner
Director of Public Safety

By: _____
Steve Smith

By: _____
Barbara Lawrence
City Controller

By: _____
David Roth

By: _____
A. Scott Chinn
Corporation Counsel

By: _____
Chester Price

By: _____
Hudnall A. Pfeiffer
Chief Negotiator

By: _____
Richard Kivett

By: _____
Ron Hicks

LONGEVITY PAY

2003-2005

BEGINNING

YEARS	LONGEVITY PAY
4	\$70
5	140
6	210
7	280
8	350
9	420
10	490
11	560
12	630
13	700
14	800
15	900
16	1,000
17	1,100
18	1,200
19	1,300
20	1,700
21	1,800

+\$100 per year
thereafter

EXHIBIT A

