

COLLECTIVE BARGAINING AGREEMENT



BETWEEN

THE CITY OF GARY, INDIANA

AND

**FRATERNAL ORDER OF POLICE
BEN K. PERRY LODGE NO. 61**

**An affiliate of the
INDIANA F.O.P. LABOR COUNCIL, INC.**

January 1, 2013 through December 31, 2015

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ARTICLE 1 - PREAMBLE

This Agreement is entered into by and between the City of Gary, an Indiana municipal corporation (herein referred to as the "City") and the Fraternal Order of Police, Ben K. Perry Lodge No. 61, an affiliate of the Indiana Fraternal Order of Police Labor Council, Inc. (herein after referred to as the "Lodge").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the City and the Lodge, to promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment for officers covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretation and application of the Agreement.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 2 - RECOGNITION

Section 2.1 – Bargaining Unit Recognition.

The City hereby recognizes the Lodge as the sole and exclusive bargaining representative for all permanent sworn employees of the Gary Police Department excluding employees in "upper level policy making positions" as defined by Indiana State Statute.

For the purposes of this Agreement, "upper level policy making positions" shall include the positions of Commander, Deputy Chief, and Chief of Police, as provided in Indiana Code 36-8-1-12.

Section 2.2 – Labor Council.

The Indiana Fraternal Order of Police Labor Council, Inc., in its role as bargaining representative, has been selected by a majority of the members of the Lodge and shall continue in this capacity until such time as a majority of those members vote to eliminate such representation.

Section 2.3 – Exclusive Authority.

The City shall not enter into any oral or written agreements with the employees covered under this contract or to any provision of this contract either individually or collectively or with any other organization acting on behalf of such employees.

ARTICLE 3 - TERM

Section 3.1 – Duration.

This Agreement shall be effective January 1, 2013, and shall remain in full force and effect until December 31, 2015.

Section 3.2 – Negotiations.

The parties agree to commence negotiations no later than March 1 of each year to extend this agreement or adopt a new agreement. In the event that negotiations reach an impasse on a new contract, then, except for those items controlled by the Common Council, the benefits provided for in this Agreement shall not be reduced or eliminated.

Section 3.3 – Modifications.

Upon mutual written agreement of the parties to this contract, specific Articles can be opened for discussion for possible modification or amendment at any time.

ARTICLE 4 - NON-DISCRIMINATION

The City, The Lodge, and each employee agree that no applicant or employee shall be discriminated against because of their race, religion, color, sex, national origin, disability or lodge membership. Whenever the pronouns "he" or "she" appears, it shall be deemed to apply to both male and female.

ARTICLE 5 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 5.1 – Recognition.

The Lodge and the Fraternal Order of Police Labor Council, Inc., recognize the prerogatives of the employer to operate and manage the Gary Police Department affairs, in all respects, in accordance with its responsibilities and powers of authority.

Section 5.2 – Exclusive Authority.

The City shall retain the sole right and authority to operate and direct the affairs of the City and the Police Department in all its various aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement.

Among the rights retained is the City's right to determine its objectives and set standards and services offered to the public:

- A. to determine the organization and operations of the Department of Police;

- B. to determine and change the purpose, composition and function of each of its constituent departments, and subdivisions;
- C. to select, hire, assign, transfer, promote, demote, suspend, discipline or discharge employees, subject to the provisions of local, state, and federal law and the Gary Police Civil Service Commission Rules and Regulations;
- D. to set standards for the services to be offered to the public;
- E. to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons subject to the procedures set forth in the Gary Police Civil Service Commission Rules and Regulations;
- F. to establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;
- G. to establish, modify, combine or abolish job positions and classifications;
- H. to add, delete or alter methods of operation, equipment or facilities;
- I. to determine the locations, methods, means, and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
- J. to establish, implement and maintain an effective internal control program;
- K. to add, delete or alter policies, procedures, rules and regulations; and
- L. to lay off personnel due to financial emergency consistent with local, State, and Federal law;

Inherent managerial functions, prerogatives and policymaking rights, whether listed above or not, which the City has not expressly restricted by a specific provision of the Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no right is exercised contrary to or inconsistent with other terms of the Agreement.

ARTICLE 6 - LODGE ACTIVITIES

Section 6.1 – Wages and Benefits Committee.

The City shall recognize three representatives of the Lodge Wage and Benefit Committee for purposes of processing grievances or meeting with Management to discuss the administration of this Agreement. The Lodge shall certify to the City the names of the designated representatives of the Wage and Benefit Committee yearly.

Section 6.2 – Leave from Duty.

Designated representatives of the Lodge shall be afforded reasonable time during working hours without loss of pay to meet with Management for purposes of negotiating the Agreement, administering this Agreement, discussing and investigating grievances. In no event shall time spent conducting such business be considered as overtime or paid time outside the officer's regular working hours.

Section 6.3 – Bulletin Boards.

The Lodge shall be afforded the right to utilize bulletin boards in designated areas at the police station and any sub-police stations for the posting of Lodge notices and other Lodge materials. Such boards shall be identified with the name of the Lodge and the Lodge shall designate persons responsible for utilizing the boards. The boards shall be provided at the cost of the Lodge. Nothing demeaning towards an officer or the Gary Police Department shall be posted on this board.

Section 6.4 – State Conference Attendance.

The Lodge President or their designee and four (4) elected Lodge Delegates shall be allowed off, without loss of pay, to attend the Annual Indiana State Lodge FOP Conference. Allowed time shall coincide with actual days of the Conference, not to exceed four (4) workdays during the month of June of each year.

Section 6.5 – National Conference Attendance.

The Lodge President or their designee shall be allowed time off, without loss of pay, to attend the Biennial FOP National Conference. Allowed time shall coincide with the actual days of the Conference, not to exceed five (5) consecutive workdays during the month of August of each off numbered year.

Section 6.6 – State Board Meetings.

The Lodge President or their designee shall be allowed time off without loss of pay to attend four (4) Indiana State Lodge FOP Board meetings throughout the year. Allowed time off shall coincide with actual days of the Board meetings, not to exceed two (2) consecutive days off for each meeting during the year.

Section 6.7 – Additional Delegates.

Additional elected delegates shall be permitted to use their accumulated time off or schedule vacation, at no expense to the City as long as no undue staffing hardship is created.

Section 6.8 – Other Offices.

Any FOP member elected to an Indiana State Lodge and/or National Office in the Fraternal Order

of Police shall be granted time off with pay to perform such duties necessary for that office.

Section 6.9 – Attendance at Lodge Meetings.

Subject to the need for orderly scheduling and emergencies, the City agrees that elected officials and members of the Executive Board of the Lodge shall be permitted reasonable time off during working hours, without loss of pay, to attend general, board or special meetings of the Lodge, provided that at least forty-eight (48) hours notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer after their installation into office.

Section 6.10 – Roll Calls.

The Lodge President or his designee shall be afforded a reasonable amount of time not to exceed ten (10) minutes succeeding roll call to address the members of the Patrol Division on current Lodge issues and events.

Section 6.11 – Lodge Presentation at Graduation.

The City shall notify the Lodge each time it increases the workforce and shall allow the Lodge President or his designee an opportunity, directly succeeding the completion of the Police Academy, to present to new employees the benefits of membership to the Lodge.

ARTICLE 7 - DUES DEDUCTION

Section 7.1 – Automatic Deduction.

The City shall deduct from the second (2nd) monthly pay of each employee from whom it receives a signed authorization to do so, all amounts established by the F.O.P. Labor Council, Inc. and the Lodge as regular dues.

Section 7.2 – Monthly Statements.

Monthly the City shall remit the amount of deduction accompanied by a list of employees that have authorized such deductions to the Secretary of the Lodge.

Section 7.3 – Indemnification.

The Lodge agrees to indemnify and hold the City harmless against any and all claims, demands, suits or liabilities, and for all legal costs arising from any action taken or not taken by the City in compliance with this Article. The Lodge shall promptly refund to the City any funds received in accordance with this Article, which are in excess of the amounts of Lodge dues and assessments, which the City has agreed to deduct.

ARTICLE 8 - SALARIES

Section 8.1 – Salaried Negotiations.

The Mayor and the City’s representatives shall meet with the Lodge’s Wage and Benefit Committee to negotiate a schedule of wages and benefits to be recommended to the Common Council. Such negotiations shall begin no later than March 1 of each year.

Section 8.2 – Salary Schedule.

The salary and number of police officers is established by ordinance action of the City’s Common Council. The salary wage schedule below shall be in force during this contract period starting January 1, 2013. The salaries may be increased by the Common Council by way of ordinance and written modification of this Agreement mutually agreed to by both parties.

2013-15	
Captain	49,612.00
Lieutenant	46,333.00
Sergeant	43,608.00
Corporal	41,532.00
1st Class Patrolman (after 2 years of service)	39,304.00
2 nd Class Patrolman (after 1 year of service)	37,432.00
Probationary Patrolman	35,646.00

Section 8.3 – Probationary Officers.

A Probationary Patrolman shall remain at the pay scale set forth until he/she has completed one (1) year of service.

Section 8.4 - Second Class Patrolman.

A 2nd Class Patrolman shall remain at the pay scale set forth until he/she has completed two (2) years of service.

Section 8.5 – Immediate Coverage.

An increase in police officer personnel will automatically qualify the employee as covered under the terms and contents of this Agreement.

ARTICLE 9 - REGULAR WORK ASSIGNMENT/PAID OVERTIME/COMPENSATORY TIME/STANDBY TIME

Section 9.1 – Overtime Rate.

Employees covered by this Agreement that are required or authorized to work hours in excess of his/her regularly assigned tour of duty or exceeds eighty-four (84) hours per fourteen (14) day work period shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate for each hour worked in excess of the aforementioned periods. The proper authority prior to performing the overtime shall authorize any overtime work.

Section 9.2 – Regular Rate Prior to Eighty-Four (84).

Employees assigned a four and two work schedule routinely work seventy-two (72) hours in a two-week pay period. The first twelve (12) hours after the seventy-two (72) hours worked will be compensated at the employees' regular rate of pay above his/her base salary, time and one half overtime will be implemented only after the employee has accrued above eighty-four (84) hours within the two-week pay period, as allowed by the Fair Labor and Standards Act.

Section 9.3 – Base Salary.

An employees' regular hourly rate shall include longevity along with base salary.

Section 9.4 – Alternative Option.

At the employee's request, an employee may receive compensatory time (comp time) equal to one and one-half (1 ½) times the hours actually worked in excess of forty-two (42) hours per calendar week.

Section 9.5 – Standby/Call-out Compensation.

Employees who are required to be available for immediate emergency call out at times the employee is not otherwise on duty shall be compensated with one (1) day off per month compensatory time. On-call assignments will be allocated among eligible employees on a rotating basis.

Section 9.6 – Reliability Benefit.

Employees completing one (1) full calendar year without a deduction for sick time will be granted an additional five (5) days off to be used as vacation days and may be taken one (1) day at a time with the approval of their immediate supervisor. Unused days revert to sick days and will not be paid out upon separation.

Section 9.7 – Accumulation of Compensatory Time.

An employee's compensatory time shall be accumulated on a department wide basis and shall be

transferable should the employee be assigned to another division.

Section 9.8 – FLSA Compliance.

Pursuant to the Fair Labor Standards Act (FLSA), public safety employees may accrue a maximum of four hundred-eighty (480) hours of compensatory time. Employees who have accrued four hundred-eighty (480) hours shall be paid for additional hours worked in a reasonable amount of time pursuant to the FLSA.

Section 9.9 – Other Compensatory Time.

Compensatory time which is earned and accrued by an employee for employment in excess of a standard established by this Agreement, the personnel policy, practice, or by custom, which does not result from FLSA provisions, is “other” compensatory time. The FLSA does not require that the rate at which “other” compensatory time is earned has to be at a rate of one and one-half hours for each hour of employment. The rate at which “other” compensatory time is earned will be at the straight-time rate.

Section 9.10 – Separation from Employment.

At termination, resignation or retirement, an employee can sell back to the City, compensatory time at the employee’s current rate of pay as allowed by the FLSA.

Section 9.11 – Use of Reserve Officers.

The Reserve Police Force will be used in accordance with Indiana Code 36-8-3-20.

ARTICLE 10 – TRANSFERS/JOB ASSIGNMENTS

Section 10.1 – Involuntary Transfers.

Employees required to involuntarily transfer from one Bureau to another or to involuntarily change a permanent shift assignment shall receive at least five (5) days’ notice prior to the effective date of the transfer or permanent shift assignment. This section shall apply to all involuntary transfers and permanent shift assignments except those implemented for reasons of discipline or due to emergency needs of the Gary Police Department.

Section 10.2 – Notice of Transfer.

Notice of involuntary transfer shall be submitted to the affected employee and signed by the respective supervisor implementing the transfer. The notice will be placed in the employee’s mailbox.

Section 10.3 – Recognized Vacancies.

All vacancies in Gary Police Department specialized positions shall be posted within the

Department for a period of not less than seven (7) calendar days to allow all interested officers to submit their name for consideration by the Chief of Police. Officers interested in being considered for the vacant position shall place their names on a list from which the Chief may choose to fill the vacancy.

ARTICLE 11 - HOLIDAYS

Section 11.1 – Compensated Holidays.

Each employee shall receive eight (8) hours of other compensatory time for each of following holidays that the employee works:

New Year's Day	Martin Luther King's Birthday
President's Day	Good Friday
*Primary Election Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans' Day
*General Election Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

*This is considered a holiday only when there is an actual election.

Section 11.2 – Vacation Extension.

When a recognized holiday falls during an employee's vacation period, on a day that the employee would regularly be scheduled to work, the employee shall be granted the next scheduled working day off.

ARTICLE 12 - COURT TIME COMPENSATION

Section 12.1 – Court Appearances.

Employees shall receive compensatory time for court appearances during off duty hours before any court or at the County Prosecutors Office or when subpoenaed by any person or agency on matters pertaining to incidents investigated by such officer in the course of his employment, whether such incidents are civil or criminal in nature.

Section 12.2 – Overtime Rate.

Compensatory time shall be computed at the rate of one and one half (1 ½) times the hours actually expended.

Section 12.3 – Approved Forms.

All claims for court compensatory time shall be submitted on a department court overtime form.

Section 12.4 – Travel Time.

Employees that meet the above requirements for court time compensations shall also receive travel time at an amount equal to thirty (30) minutes for travel to court and thirty (30) minutes for travel from court.

ARTICLE 13 - EDUCATIONAL INCENTIVE PROGRAM

Section 13.1 – Higher Education.

The City will establish an Educational Incentive Program to provide an incentive for current employees to further their education and improve their job knowledge and performance and to attract employees to the city with educational achievements above the high school level.

Section 13.2 – Guidelines.

Employees must be classified as permanent members of the department and have successfully completed one year of full time service with the City to be eligible for any monetary benefits from this program.

Section 13.3 – Payment Schedule.

Incentive pay will be based on the following:

Associate Degree or 60 credit hours.....	\$500.00 per year.
Bachelors Degree (BS/BA).....	\$1000.00 per year.
Masters Degree or Higher (JD).....	\$1500.00 per year.

ARTICLE 14 - BEREAVEMENT LEAVE

Section 14.1 – Time Allotted.

In the event of death in an employee's immediate family, the employee shall be entitled to five (5) days of bereavement leave. Proof of relation must be submitted along with supporting documentation from funeral home.

Section 14.2 – Definition of Family.

For the purposes of this section, immediate family shall be defined as:

Spouse	Same Sex Partner	Mother	Father
Sister	Brother	Child	Grandchild
Grandparent	Mother-in-law	Father-in-law	Stepchildren
Step-mother	Step-father	Step-sister	Step-brother

Section 14.3 – Other Family.

In the event of the death of a relative outside of the employee's immediate family, the employee shall be entitled to one (1) day of bereavement leave.

Section 14.4 – Additional Leave.

Additional bereavement leave may be granted at the discretion of the Chief of Police or his/her designee.

ARTICLE 15 - DEPARTMENT SICK LEAVE

Section 15.1 – Coverage.

Employees covered by this Agreement shall be entitled to twelve (12) working days paid sick leave per calendar year. The calendar year as it applies to sick leave shall be defined as a regular calendar year beginning January 1 and ending December 31. Unused sick days will not be paid upon separation from employment. Sick leave shall not be used to diminish vacation benefits. On January 1, 2013, employees shall have seventy-two (72) working days of sick leave. This includes sixty (60) days in their sick leave bank and twelve (12) days for their 2013 allowance. Employees will be given twelve (12) additional working days of sick leave per calendar year thereafter to a maximum as provided in Section 15.6.

Section 15.2 – Extensions.

The Chief of Police may grant any extensions of sick leave for either injury or sickness. An employee who has expended all of their accumulated working days of sick leave shall exhaust all compensatory time and any accumulated vacation time prior to any extension approvals by the Chief of Police. If an extension is not granted, an employee who has expended all of their working days of sick leave and all other earned time shall be removed from the payroll of the Gary Police Department. Employees unable to return to duty due to illness or injury shall apply for a disability pension.

Section 15.3 – Notification.

Each employee reporting off sick shall telephone their immediate supervisor at least one (1) hour prior to their scheduled tour of duty and provide the nature of the illness or injury. Employees who have provided absence reports from their doctors covering extended periods of time will be exempt from reporting off on a daily basis along with an employee who is unable to report off because of a severe illness.

Section 15.4 – Three Day Rule.

Employees who report off due to illness or injury for three (3) or more consecutive days shall submit a physician's medical release to the Chief of Police prior to their return to duty. If extenuating circumstances prevent an employee from obtaining a medical release from their

physician, the employee's immediate supervisor may certify a Return to Duty Form and it shall be the employee's responsibility to provide the physician's medical release to the Chief of Police within seventy-two (72) hours upon return to duty.

Section 15.5 – Occurrences.

An employee who has accrued three (3) or more occurrences during a calendar year shall be required to provide a physician's statement and medical release for each occurrence of illness or injury thereafter. Employees who are hospitalized, injured on duty, had surgery, or are pregnant, are exempted from this requirement upon review of the Chief of Police.

Section 15.6 – Accrual.

Employees shall be allowed to rollover any unused sick days earned after January 1, 2013, from year to year and accrue them to a maximum of ninety (90) working days.

ARTICLE 16 - LEAVES OF ABSENCE WITHOUT PAY

Employees may be granted Leave of Absence in accordance with the procedure and requirements set forth in IC 36-8-5-2.

ARTICLE 17 – ON DUTY INJURY RELIEF

Section 17.1 – Scope.

Any individual employed by the City of Gary, working in the capacity of the Gary Police Department as a full time sworn law enforcement officer, who is injured on the job during the execution of his/her duties, shall be covered under this Article.

Section 17.2 – Treatment.

The employee shall seek treatment of the injury pursuant to the Standard Operating Procedures of the Gary Police Department and the rules set forth by the Gary Police Civil Service Commission in regards to the on the job injuries.

Section 17.3 – Recovery and Coverage.

Any employee who is injured on duty shall, without loss of pay and benefits, be allowed the necessary time needed to recover according to the attending physician's recommendation (and designated City physician's recommendation, if requested by the City) up to a maximum of one hundred-twenty (120) calendar days. The City has Worker's Compensation Insurance to insure employees with respect to medical benefits under Indiana Code 22-3-2 through 22-3-6. Extensions of On Duty relief may be granted at the discretion of the Chief of Police or his/her designee.

Section 17.4 – Light Duty.

If an employee is released to light duty by the attending physician, the Chief of Police shall make available within the department, a position that's in accordance with light duty. Light duty does not have to be consistent with the employee's current assignment within the department.

ARTICLE 18 - ADMINISTRATIVE LEAVE

Section 18.1 – Paid Leave.

An employee may be placed on Administrative Leave and relieved from duty by the Chief of Police. Administrative Leave may be granted in situations where an employee's health and safety may be of concern or during the investigation of serious Rules and Regulations violations requiring Internal Investigations.

Section 18.2 – Coverage.

Employees placed on Administrative Leave shall receive full pay with benefits during the leave.

ARTICLE 19 - HOURS OF EMPLOYMENT

Section 19.1 – Administrative Hours.

The basic workweek for employees working in an administrative position shall consist of five (5) days on duty and two (2) days off.

Section 19.2 – Four and Two.

The basic workweek for officers working in the Criminal Investigations, Uniform Patrol, and Supervision of Uniform Patrol positions shall consist of four (4) days on duty and two (2) days off with the exception of Patrol where one (1) Lieutenant, and (1) Captain if applicable, on each shift, shall be allowed to work on a five (5) and two (2) schedule. Seniority in grade shall be the absolute deciding factor in determining who.

Section 19.3 – Assignments.

The Chief of Police shall determine which officers are assigned to administrative positions.

ARTICLE 20 - DUTIES OF POLICE OFFICERS

Section 20.1 – Duties to Perform.

Employees shall perform only those duties directly related with the maintenance of law and order and shall not be required to perform unrelated duties, including without limitation, maintenance work except to check fluids in police vehicles, gas fill ups, weapon cleaning and maintenance of all department issued equipment. In case of an emergency, the Chief of Police or his/her designee

may request that specific help be provided by an employee.

Section 20.2 – Conduct.

The Lodge agrees and recognizes that each officer is an employee of the City of Gary and must conduct himself/herself in such a fashion to properly portray the City of Gary, the Gary Police Department and this agreement.

ARTICLE 21 - UNIFORM ALLOWANCE

Section 21.1 – First Issue.

The City shall provide the initial issue of uniforms and equipment as determined by the Chief of Police.

Section 21.2 – Uniform Change or Modification.

With the exception of promotions, the City shall pay for the first issue of any change in, or modification of, the prescribed uniform identified in the Standard Operating Procedures of the Gary Police Department announced and effective after the year 2003 and that is mandated to be worn or otherwise not optional.

Section 21.3 – Uniform Allowance.

In addition to any other item of compensation the City shall provide a Uniform Allowance of five hundred (\$500.00) dollars. The Uniform Allowance will be paid in two (2) equal bi-annual increments of two hundred-fifty (\$250.00) dollars in May and November of each year.

Section 21.4 – Service Requirements.

An employee must be actively employed with the police department on the date the uniform allowances are paid and must have completed at least one (1) year of continuous service with the department.

Section 21.5 – Usage.

The uniform allowance shall be used by the employee to repair and/or replace all required uniform and equipment issued to the employee.

Section 21.6 – Maintenance.

Employees shall maintain their uniforms and equipment in a clean, neat and professional manner consistent with the dress code as determined by the Chief of Police.

Section 21.7 – Disciplinary Action.

Any employee reporting to work in improper uniform shall be subject to appropriate discipline pursuant to existing Gary Police Department Standard Operating Procedures.

Section 21.8 – Enforcement.

The dress code shall be enforced in a uniform and consistent manner among all employees under similar circumstances.

Section 21.9 – Responsibility.

Employees shall be responsible to ensure their personal equipment is in safe and proper operating condition at all times. Such equipment shall be maintained and is subject to inspection in accordance with the Department's Standard Operating Procedures.

Section 21.10 – Ownership.

All uniforms and equipment issued to officers shall remain the property of the City and shall be returned to the City upon the employee's termination of employment prior to issuance of the officer's final paycheck.

ARTICLE 22 - HEALTH AND LIFE INSURANCE

Section 22.1 – Coverage.

The City shall maintain the following types of coverage and benefits:

- A. Medical and Hospitalization
- B. Vision Coverage
- C. Dental Coverage
- D. Prescription Coverage

Section 22.2 – Premiums.

The City agrees to provide health insurance coverage for active employees and their eligible dependents at the same premium offered to other City employees, the current coverage and premiums are attached as Exhibit A. In no event shall employees be required to pay more than the following premiums indicated below:

Health Insurance:	Single	\$150.00 monthly
	Single +1	\$350.00 monthly
	Family	\$375.00 monthly
Dental Insurance:	Single	\$5.00 monthly
	Single +1	\$10.00 monthly
	Family	\$15.00 monthly

Vision Insurance:	Single	\$5.00 monthly
	Single +1	\$10.00 monthly
	Family	\$15.00 monthly

Section 22.3 – Mutual Consent.

No changes in benefits or monthly premiums can be made without prior notice being provided to the Lodge.

Section 22.4 – Retiree Benefits.

Retired sworn employees who are members of the City Police Pension fund are eligible to continue coverage under the City of Gary health care plan for only the persons insured at the time of retirement, no dependents can be added at or after retirement. Retirees will pay the same premiums as active employees. Coverage is then subject to continued participation, eligibility, and submission of required premium contributions. The decision to continue the plan must be made on or before the date of retirement otherwise coverage will be terminated and cannot be reinstated. Retiree coverage ends on the retired employee’s 65th birthday.

Section 22.5 – Insurance Policy.

The City shall maintain for each active police officer a life insurance policy providing for coverage equal to one and one-half (1½) times the employees annual base salary.

Section 22.6 – Insurance Policy Retiree Premiums.

A retiree shall be entitled to a life insurance policy as follows:

	Monthly Premium
Ten thousand (\$10,000.00) dollars coverage to age sixty-five (65)	\$13.80
Five thousand (\$5,000.00) dollars coverage at age sixty-five (65) and above	\$6.90

Section 22.7 – Definition of Retiree.

A retiree shall be considered any employee that has completed twenty (20) years or more of service and has separated employment with the City.

ARTICLE 23 - VACATION

Section 23.1 – Schedule.

Each newly hired employee shall be eligible for vacation time based on length of continuous service with the City and in accordance with the following schedule:

Years of Continuous Service	Number of Work Days
After one (1) year (two (2) days of which may be taken after six (6) months of service)	5
Two (2) years through three (3) years	10
Four (4) years through five (5) years	15
Six (6) years through twelve (12) years	20
Thirteen (13) years through nineteen (19) years	25
Twenty (20) years or more	30

Section 23.2 – Time Frame.

Vacation time will be taken during a vacation year starting January 1 and ending December 31.

Section 23.3 – Associated Days.

As of January 1 of each calendar year, employees will be eligible for the number of workdays indicated above that is associated with their years of continuous service.

Section 23.4 – Posting and Selection.

A vacation schedule shall be posted by November 1 of each year for the following year. Employees shall select their vacations by December 1. The vacation schedule for the New Year shall be posted on or before January 1.

Section 23.5 – Changes.

Vacation changes must be submitted in writing and approved by the Chief of Police or his/her designee.

Section 23.6 – Usage.

Vacation time must be used during the calendar year in which it is credited unless approved by the Chief of Police or his/her designee.

Section 23.7 – Options.

Up to five (5) work days of vacation time may be taken one day at a time contingent upon forty-eight (48) hours notice to the Employer and adequate staffing availability.

ARTICLE 24 - GRIEVANCE PROCEDURE

Section 24.1 – Definition.

The term “grievance” is defined to mean any difference that may arise between the City and a police officer or officers covered by the Agreement as to the matter involving interpretation, meaning, application or violation of any provisions of this Agreement.

Section 24.2 – Aggrieved.

The “aggrieved” is defined as any employee or group of employees alleging that there has been a violation of the expressed terms of this agreement.

Section 24.3 – Employee Rights.

Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 24.4 – Presentation.

The aggrieved party may present his grievance at grievance meetings and hearings on the employer’s time when scheduled during the aggrieved party’s working hours, as much as practical.

Section 24.5 – Advancement.

The employee may advance any grievance not answered by the City’s representatives within the stipulated time limits to the next step in the grievance procedure.

Section 24.6 – Time Limits.

The time limitations provided in this article may be extended by mutual agreement between the City and the Lodge.

Section 24.7 - Grievance Form.

The Lodge and the City shall establish a mutually agreed upon standard form for the submission of grievances. Thereafter, the Lodge shall be responsible for the duplication and distribution of the forms.

Section 24.8 – Authority.

The Grievance Procedure shall be the sole and exclusive procedure for remedies sought for

alleged violations of this bargaining agreement.

Section 24.9 – Prohibitions.

The Grievance Procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 24.10 – Approved Forms.

The six (6) page prepared grievance form agreed upon by the City and the Lodge, attached as Exhibit B, shall be utilized to streamline and document the grievance procedure.

Section 24.11 – Procedural Steps.

The following steps shall be followed for processing grievances:

Step 1: Informal

Prior to submitting a grievance to the formal grievance procedure, the aggrieved shall submit the alleged grievance to the designated FOP representative who shall determine if a valid grievance exists. If in the opinion of the designated FOP representative there is no valid factual basis for a grievance, the alleged complaint shall not be processed further.

If the designated FOP representative believes the Agreement has been violated and a valid factual basis for a grievance does exist, the designated FOP representative shall discuss the alleged grievance with the officer's first level supervisor. If the parties are unable to resolve the alleged grievance, the grievance may be submitted to Step 2 of the formal grievance procedure. It shall be the responsibility of the FOP to present the grievance in writing within fourteen (14) calendar days after it arises to the officer's Division Commander.

Step 2: Bureau or Area Commander

If the grievance is not resolved after a period of fourteen (14) calendar days after being presented to the Bureau or Area Commander, the matter may be submitted to the Deputy Chief of Police.

Step 3: Deputy Chief of Police

If the grievance is not resolved by the Deputy Chief of Police within fourteen (14) calendar days to the satisfaction of the FOP, the grievance may be submitted to the Chief of Police.

Step 4: Chief of Police

If the Chief of Police does not resolve the grievance within fourteen (14) calendar days to the satisfaction of the FOP, the matter may be submitted for arbitration.

Step 5: Arbitration

Upon the failure of the Chief of Police to resolve the grievance, the FOP may send written notice of a demand for arbitration to the City.

- A. If within fourteen (14) calendar days upon receipt of a demand for arbitration, the city or designee and a representative of the FOP are unable to agree upon an arbitrator, the FOP shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) impartial arbitrators. Within ten (10) days after receipt of the list, the parties shall select an Arbitrator. Both the City and the Lodge each shall alternately strike names from the list and the remaining person shall be the Arbitrator. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.
- B. The arbitration may be held at any place within Lake County agreeable to the parties or in the absence of an agreement, as determined by the Arbitrator.
- C. The FOP may withdraw its request to arbitrate at any time prior to the actual hearing. The parties can mutually agree to settle the grievance prior to arbitration and split the cost of any cancellation fee.
- D. The Arbitrator's decision shall be limited to the interpretation, application or enforcement of the specific Articles in this Agreement. The Arbitrator may not modify or amend the Agreement.
- E. The Arbitrator's fees and necessary expenses of arbitration shall be borne equally by both parties. However it is agreed that such fees and expenses shall not include the attorney fees of either party.
- F. The Arbitrator shall be requested to issue the Arbitrator's opinion within thirty (30) days following the conclusion of the hearing or within thirty (30) days following the submission of post hearing briefs if either party desires to file such briefs.
- G. The Arbitrator's recommendation shall be final and binding on the City, the FOP and the employee or employees.

ARTICLE 25 - RULES AND REGULATIONS

Section 25.1 – Compliance.

The Lodge agrees that its members shall comply with all Police Department policies and rules and regulations; including those relating to conduct and work performance, as adopted by the Civil Service Commission.

Section 25.2 – Exclusive Authority.

The City agrees departmental policies and rules and regulations shall not violate any provisions of this Agreement. Any alleged violation of this Section may be appealed through the Grievance Procedure.

Section 25.3 – Service in Hand.

The Chief of Police shall provide each employee with a current copy of the Rules and Regulations Handbook that contains all the rules set by the Chief of Police and/or by the Civil Service Commission.

ARTICLE 26 - PAY DAYS

Section 26.1 – Payments.

All police officers shall be paid bi-weekly, every other Friday.

Section 26.2 – Bulletin Board.

An annual bi-weekly schedule of paydays shall be posted on the FOP bulletin board before the first payday of each calendar year.

Section 26.3 – Disbursements.

The City shall disburse all other pay as follows:

- A. The \$500.00 annual clothing allowance shall be paid in two (2) equal disbursements of \$250.00 each. One (1) in May and one (1) in November of each year.
- B. Educational Incentive pay shall be paid in two (2) bi-annual payments. One (1) in May and one (1) in November of each year.
- C. Overtime shall be paid with the next payday immediately following the time when the overtime was earned.
- D. Special Incentive Pay shall be disbursed monthly.
- E. Longevity pay shall begin on the first payday, which follows the appropriate anniversary date of the employee's appointment to the department.

Section 26.4 – Errors.

Errors made in an employee's pay shall be corrected on the next pay period after the error has been discovered.

Section 26.5 – Identification.

All items above regular base pay included in a bi-weekly paycheck will be denoted by a unique description.

ARTICLE 27 - SAFETY COMMITTEE AND SAFETY EQUIPMENT

Section 27.1 – Adoption.

Joint safety programs shall be adopted and enforced by a Joint Safety Committee comprised of an equal number of representatives from the Lodge and the City.

Section 27.2 – Provisions.

The City shall make reasonable provisions for the safety and health of employees during their hours of employment. The City shall:

- A. Maintain its equipment in safe operating condition.
- B. Furnish protective devices and/or equipment as the Joint Safety Committee deems necessary to properly safeguard the health and safety of police officers and protect them from injury.

Section 27.3 – Safety First.

Officers shall not be required to operate an unsafe vehicle. In the event an officer believes that an assigned vehicle is unsafe, it shall be returned to the station and the officer shall immediately contact a supervisor and advise him/her of the mechanical defects. It shall be the responsibility of the supervisor to determine if the vehicle should continue to be operated or taken out of service.

Section 27.4 – Removal from Service.

If it is determined that the vehicle is unsafe to be operated, it shall be removed from service and the officer shall complete a Repair Order Form. A vehicle shall remain out of service until it has been properly repaired.

ARTICLE 28 - SENIORITY, LAYOFF AND RECALL

Section 28.1 – Definition of Seniority.

Seniority shall mean the status attained by continuous length of service as a sworn police officer with the City of Gary Police Department.

Section 28.2 – Roster Maintenance.

The City shall maintain a roster of employees arranged according to seniority, showing name,

position and anniversary date. Upon request, a copy shall be furnished to the Lodge during January of each year.

Section 28.3 – Definition of Layoff.

A "lay off" is defined to be a necessary reduction in work force of the police department for financial reasons. Layoffs shall be made in the reverse order of seniority consistent with Indiana Law. This is to mean that the employee with the least seniority shall be laid off first, and the employee with the most seniority shall be laid off last.

Section 28.4 – Definition of Recall.

A "recall" shall be an increase in the work force of the police department following a lay-off. Recall shall be made by seniority in accordance with Indiana Law. The employee to be recalled first shall have the most seniority and the employee with the least seniority being the last individual to be recalled.

Section 28.5 – Notice of Layoff.

Any employee laid off shall be provided at least thirty (30) days notice prior to the lay-off.

Section 28.6 – Savings.

Civilian or volunteer help shall not replace an employee's position.

ARTICLE 29 - PERSONNEL FILES

Section 29.1 – Maintenance.

The Chief of Police shall maintain official personnel files for all police officers in accordance with Gary Police Department Civil Service Commission Rules and Regulations.

Section 29.2 – Security.

All personnel files shall be maintained in a locked cabinet under the supervision of the Chief of Police or his designee.

Section 29.3 – Authority to View.

No persons other than the members of the Gary Police Department Civil Service Commission, the Chief of Police, or his designee, shall read, view, or copy an employee's personnel file except as provided by state statute. However, this application shall not be applicable to instances involving a disciplinary or legal matter with respect to a police officer.

Section 29.4 – File Review.

Upon making a request to the Chief of Police, an employee may review their personnel file at the earliest possible convenient time and shall be permitted to make copies of all materials in their personnel file. The Chief of Police or his/her designee may supervise and/or assist the employee during this procedure.

Section 29.5 – Notification.

Employees shall be provided a copy of all additions to their personnel files relating to alleged misconduct or discipline at the time such additions are made.

Section 29.6 – Employee Responsibility.

It shall be the responsibility of each employee to provide to the Chief of Police copies of school diplomas, certificates of in-service training, or other pertinent information pertaining to each employee's individual personnel file.

ARTICLE 30 - STRIKE PROHIBITION

The Lodge will neither engage in nor sanction any strike during the life of this Agreement or any extension thereof.

ARTICLE 31 - SEVERANCE PAY

Section 31.1 – Pay Upon Separation.

Employees separating from employment shall be entitled to the following:

- A. Paid for any vested vacation.
- B. Paid for any compensatory time still owed pursuant to the FLSA.

Section 31.2 – Death Benefit.

Upon the employee's death, his/her estate shall be entitled to the following:

- A. Paid for all vested vacation time.
- B. Paid for any compensatory time still owed pursuant to the FLSA.
- C. Receive any and all benefits entitled to the beneficiaries or the estate.

ARTICLE 32 - SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper state legislative or

judicial authority to be unlawful, unenforceable, or not in accordance with statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. If there is any conflict between the provisions of this Agreement and State Statute or City Ordinance 5881 and Gary Police Department Civil Service Commission Rules and Regulations, the provisions of the State Statute shall be controlling. Where this Agreement is silent the City of Gary Personnel Manual is applicable and is hereby incorporated by reference to this Agreement.

ARTICLE 33 - SUCCESSOR MUNICIPALITY

If the City succeeds to another form of municipal government, chooses to merge with one or more municipal governments for the providing of police service, or contracts with another municipality to provide police service, the transfer, merger, or consolidation shall provide that the successor government or authority shall assume all of the terms and conditions of this contract.

ARTICLE 34 - PROFESSIONAL STANDARDS

Nothing in this Article shall negate in any way the obligation of the FOP or its membership to bring to the attention of the Chief of Police anything that negates, or tends to negate, the professional image of the Gary Police Department and its membership.

ARTICLE 35 – RETURN TO WORK

To assure proper health safeguards for department personnel, members who are ordered off duty by an attending physician due to illness or injury, whether service connected or not, shall not be returned to active or limited duty assignments without being certified for such assignment by the attending physician. The City may require a second physician's opinion at its discretion.

ARTICLE 36 – MILITARY LEAVE

The City will comply with all standards set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Indiana Code 10-17-4. A leave of absence with pay shall be granted to any officer who is a member of and is required to participate in the National Guard or other reserve components of the military service of the United States up to fifteen (15) calendar days per year. To receive such leave, the officer shall forward notification papers outlining dates of departure and return, and proof of completion of the training upon return to their Division Commander.

ARTICLE 37 – SENIORITY BIDDING – PATROL DIVISION

The Department will offer bidding opportunities to the Patrol Division twice a year, once in January and once in July. The following percentage scales shall be adhered to when establishing bids:

Patrolman – 80% Management/20% Seniority
Corporal – 50% Management/50% Seniority
Sergeant – 50% Management/50% Seniority
Lieutenant – 75% Management/25% Seniority
Captain – 50% Management/50% Seniority

The percentages allocated for seniority will allow more senior officers the opportunity to submit bids for transfer to more desirable shifts. Those officers who are placed into bid positions shall be secured in their positions until such time they are bumped by a more senior bid officer or transferred voluntarily to another division.

ARTICLE 38 – MINIMUM STAFFING

Section 38.1 – Patrol.

The Department will staff a minimum of twelve (12) officers and two (2) supervisors on each shift of patrol. Command Staff and Reserve Police will not be counted towards minimum staffing.

Section 38.2 – Civil Service Ranks.

The City will maintain a minimum of two (2) Captains, fourteen (14) Lieutenants, forty-three (43) Sergeants, and fifty-seven (57) Corporals, on the police department budget.

ARTICLE 39 – TRADING OF DAYS

Section 39.1 – Guidelines.

Police officers will be allowed to voluntarily trade two (2) work days per month with the approval of the shift supervisor and the unit Commander. The trade must be made with an officer of the same rank. The City and the FOP will enter into a Memorandum of Understanding regarding the implementation of this provision.

Section 39.2 – Responsibility.

Officers that have agreed to voluntarily trade scheduled days shall be responsible to report for duty as scheduled and agreed upon. Failure to report for duty by the scheduled replacement officer shall constitute the loss of one (1) compensatory day the officer is entitled to. The second failure to report for duty by the scheduled replacement officer shall constitute the loss of up to two (2) compensatory days the officer is entitled to. The third failure to report for duty by the

scheduled replacement officer shall constitute the loss of up to three (3) compensatory days the officer is entitled to. Subsequent failures may result in being prohibited from participating in the trading of days at the discretion of the Police Chief.

ARTICLE 40 - CANINE HANDLERS.

Section 40.1 - Compensation.

The City of Gary shall include a minimum of eight (8) additional hours of overtime compensation into the bi-weekly salary of two (2) employees who are trained and certified as Canine Handlers. This amount is to compensate the canine handler for at-home care of the dog.

Section 40.2 – Retention.

Upon retirement, or any course of action that would take a Gary Police K-9 out of service permanently, the City of Gary shall allow the canine handler the opportunity to maintain ownership of the dog.

ARTICLE 41 – SHIFT DIFFERENTIAL.

Section 41.1 – Shift Preference.

Employees covered by this agreement shall receive shift differential for working the afternoon and midnights shifts.

Section 41.2 – Hours.

The afternoon shift shall be considered any shift starting between the hours of 12:00 noon and 7:00pm. The midnight shift shall be considered any shift starting between the hours of 7:00pm and 4:00am.

Section 41.3 – Wage Assignments.

Shift differential shall consist of seventy-five cents (\$.75) per hour for the afternoon shift and one dollar (\$1.00) per hour for the midnight shift.

ARTICLE 42 – LONGEVITY PAY.

Employees shall receive additional compensation in recognition of cumulative service with the City of Gary Police Department. Such additional compensation shall be paid as per the following schedule and in accordance with the Salary Ordinance in effect.

Completed Years of Service	Amount Per Year	Amount Per Pay
3	\$100.00	\$3.85
4	\$200.00	\$7.69
5	\$300.00	\$11.54
6	\$400.00	\$15.38
7	\$500.00	\$19.23
8	\$600.00	\$23.08
9	\$700.00	\$26.92
10	\$800.00	\$30.77
11	\$900.00	\$34.62
12	\$1000.00	\$38.46
13	\$1100.00	\$42.31
14	\$1200.00	\$46.15
15	\$1300.00	\$50.00
16	\$1400.00	\$53.85
17	\$1500.00	\$57.69
18	\$1600.00	\$61.54
19+	\$1700.00	\$65.38

ARTICLE 43 – SPECIALIZED PAY.

Section 43.1 – Special Incentive Pay.

Special Incentive Pay will be provided to employees whose regularly assigned duties encompass the following:

- Aviation Unit
- Narcotics Unit
- Tactical/Swat Unit
- Field Training Officers
- Crime Scene Investigators

Section 43.2 – Wage Incentive.

The amount of specialized pay will be twelve hundred (\$1200.00) dollars per year.

Section 43.3 – Non-Repeating.

No employee shall be entitled to receive more than one (1) Special Incentive Pay.

Section 43.4 – Suspensions.

No employee shall be entitled to Special Incentive Pay in any month where he/she has served a suspension or for any month where he/she does not report for active duty for at least two (2) pay periods.

- A. This section is not applicable if the time off is due to or related to an on-duty injury. The period shall not exceed one hundred twenty (120) calendar days unless approved by the Chief of Police or his/her designee.

SIGNATURE PAGE

The Ben K. Perry Lodge No. 61 and the City of Gary, by and through their duly authorized officers and representatives, intending to be legally bound, now sign this agreement on this 28th day of December, 2012.

CITY

By: [Signature]
Karen Freeman-Wilson, Mayor

By: [Signature]
Niquelle Allen, Corporation Counsel

By: [Signature]
Kyle Allen, City Council President

By: [Signature]
Wade Ingram, Chief of Police

LODGE

By: [Signature]
Samuel Abegg, FOP President

By: [Signature]
Gregory Fayson, FOP Vice President

By: [Signature]
Leo Blackwell, FOP Labor Council

City of Gary PPO Plan effective 1/1/13

Cigna Open Access Plan	
In Network	Out of Network
Deductible Single/Family \$300/\$900	Deductible Single/Family \$1,000/\$3,000
Out of Pocket Maximum \$1,500/\$3,200	Out of Pocket Maximum \$3,400/\$9,000
Physician Office Co-Pay \$15	You Pay 40% Co-Insurance after plan deductible is met
Preventive Care Covered at 100%	You Pay 40% Co-Insurance after plan deductible is met
Emergency Room Co-Pay \$100 per visit Co-pay waived if admitted; after deductible plans pay 100%	
Urgent Care Co-Pay \$15 per visit	
Prescription Drug Co-Pay (30 day Retail Supply) \$10 Generic \$20 Formulary Brand \$30 Non-Formulary	
Prescription Drug Co-Pay (90 day Mail Supply) \$20 Generic \$40 Formulary Brand \$60 Non-Formulary	

	Total Cost	City's Cost	Monthly EE Cost
Employee	\$471	\$353	\$118
Employee + Spouse	\$942	\$706	\$236
EE + Children	\$909	\$681	\$228
Family (EE + SP + Children)	\$1,482	\$1,112	\$370

CITY OF GARY

POLICE DEPARTMENT

&

FRATERNAL ORDER OF POLICE



BEN K. PERRY LODGE #61

GRIEVANCE FORM

All grievances must contain the following written information to be considered:

1. Aggrieved officer's name, rank and signature.
2. Date the grievance is being filed.
3. Date, time and location (if appropriate) of incident giving rise to the grievance.
4. A description of incident or statement or perceived facts.
5. Sections of the Agreement alleged to have been violated.
6. Desired remedy to resolve the grievance.
7. Signature of the FOP Representative.

The following steps shall be followed for processing grievances:

Grievance Review: Prior to submitting a grievance to the formal grievance procedure, the aggrieved shall submit the alleged grievance to the designated FOP Representative who shall determine if a valid grievance exists. If in the opinion of the designated FOP Representative there is no valid factual basis for a grievance, the alleged complaint shall not be processed further.

Step 1-Supervisor: If the designated FOP Representative believes the Agreement has been violated and a valid factual basis for a grievance does exist, the designated FOP Representative shall discuss the alleged grievance with the officer's first level supervisor. If the parties are unable to resolve the alleged grievance, the grievance may be submitted to Step 2 of the formal grievance procedure. It shall be the responsibility of the FOP to present the grievance in writing within fourteen (14) calendar days after it arises to the officer's Division Commander. In the absence of the Division Commander, the grievance shall be submitted directly to the Chief.

Step 2-Bureau or Area Commander: Provided the grievance is not satisfactorily resolved through the informal procedures outlined above, the grievance may be submitted in writing to the Bureau or Area Commander by the designated FOP Representative and the aggrieved police officer. If the grievance is not resolved after a period of fourteen (14) calendar days after it arises to the officer's Bureau or Area Commander. In the absence of the Bureau or Area Commander, the grievance shall be submitted directly to the Deputy Chief of Police.

The Bureau or Area Commander shall investigate the grievance and respond in writing to the grievant within fourteen (14) calendar days following receipt of the grievance. In the absence of the Bureau or Area Commander, the grievance shall be submitted to the Deputy Chief of Police.

Step 3- Deputy Chief of Police: If the grievance is not satisfactorily resolved in Step 2, the grievance may be submitted in writing to the Deputy Chief of Police, along with the previous response and all relevant exhibits or documentation. The grievance must be submitted to Step 3 within fourteen (14) calendar days following the Step 2 response.

The Deputy Chief of Police shall investigate the grievance and respond in writing to the aggrieved and the FOP within fourteen (14) calendar days following receipt of the grievance. If the grievance is not satisfactorily resolved, the grievance may be submitted to the Board of Public Works and Safety.

Step 4- Chief of Police: If the grievance is not satisfactorily resolved in Step 2, the grievance may be submitted in writing to the Chief of Police, along with the previous response and all relevant exhibits or documentation. The grievance must be submitted to Step 3 within fourteen (14) calendar days following the Step 2 response.

The Chief of Police shall investigate the grievance and respond in writing to the aggrieved and the FOP within fourteen (14) calendar days following receipt of the grievance. If the grievance is not satisfactorily resolved, the grievance may be submitted to the Board of Public Works and Safety.

Step 5-Arbitration: Upon the failure of the Chief of Police to satisfactorily resolve the grievance, the FOP may send written notice of a demand for arbitration to the City.

All grievance procedures will be adhered to as listed in Section 24 of the Collective Bargaining Agreement of the City of Gary/FOP Contract.

The term grievance shall mean an allegation by a bargaining unit employee or the FOP that there has been a violation of the express terms of the negotiated Agreement between the City of Gary and FOP Lodge No. 61.

Name: _____ Rank: _____

Current Date: _____

Date of Occurrence: _____ Time: _____

Location: _____

Description of Grievance: _____

(Attach supplementary sheet if additional space is needed)

Sections of Agreement Alleged to Have Been Violated: _____

Names of Witnesses: _____

Relief Requested to Resolve Grievance: _____

Employee's Signature

FOP Representative's Signature

Date: _____

Date: _____

Exhibit B

Step 1: Immediate Supervisor/Rank: _____

Date Discussed: _____ Date Answered: _____

I have been advised of the Supervisor's decision:

- I wish to I do not wish to pursue this grievance any further.

Employees Signature: _____

Grievers Comments: _____

Step 2: Date Received: _____ By: _____
(Date) (Initials)

Bureau or Area Commander's Response: _____

(Attach additional sheet if additional space is needed)

Bureau or Area Commander's Signature: _____ Date: _____

I have read the Bureau or Area Commander's decision and hereby accept it:

Employees Signature: _____

(Attach supplementary sheet if additional space is needed)

Chief of Police’s Signature: _____ Date: _____

I have read the Chief of Police’s decision and hereby accept it:

Employees Signature: _____

Step 5: Date Received: _____ By: _____
(Date) (Initials)

The FOP hereby requests the above grievance be submitted to arbitration for final resolution.

FOP Designated Representative: _____ Date: _____