

AGREEMENT

ARTICLE 1

RECOGNITION

Section 1.1 This Agreement is entered into by and between the City of Portage ("Employer" or "City") and the Fraternal Order of Police, Vernon Reibly Lodge #145 ("Union"), represented by the Indiana Fraternal Order of Police Labor Council, Inc. The general purpose of the Agreement is to set forth the salary and benefit structure applicable to certain sworn Police Department employees, as defined in Section 1.2, employed by the City and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees and the Union.

Section 1.2 The City recognizes the Union as the exclusive representative for all sworn Police Department employees ("employees") except for the ranks of Chief, Assistant Chief(s) and Captain(s). Although the City extends recognition, no union activities, promotional campaigns, or fundraisers will be done using any Employer-owned equipment and supplies, except as otherwise modified by this agreement.

ARTICLE 2

TERM

Section 2.1 This Agreement shall be effective as of the 1st day of August, 2002, and shall remain in full force and effect until the 31st day of December, 2005.

Section 2.2 The parties agree to commence negotiations no later than February 1, 2004 on the terms of a new Collective Bargaining Agreement.

Section 2.3 Due to the fact that conditions of employment in the Police Department are very different from those in other public departments, the City and the Union agree that collective bargaining and negotiations for Police Department employees covered by this Agreement should be conducted separately from those negotiations by the City with other employees and/or groups.

Section 2.4 This Agreement shall remain in full force and effect for a period of one (1) year from the expiration of this Agreement, or until a new Agreement is signed by the parties herein, which ever comes first.

ARTICLE 3

NON-DISCRIMINATION

Section 3.1 The provisions of this Agreement shall be applied equally to all employees without regard to race, age, sex, national origin, religious belief, disability, political affiliation, or membership or non-membership in the Union except where age, sex or physical requirements are a bona fide occupational qualification or as provided by law. The Union and the City shall share the responsibility for applying this provision of the Agreement.

ARTICLE 4

MANAGEMENT RIGHTS & RESPONSIBILITIES

Section 4.1 The Employer maintains the exclusive right to manage the Department and to direct the work force, except as otherwise provided in this Agreement.

ARTICLE 5

UNION REPRESENTATIVES, EMPLOYEE RIGHTS, HEALTH & SAFETY

Section 5.1 In order to promote and fulfill this Agreement and to secure and maintain a good, harmonious relationship with the Chief of the Police Department and the City, the Union agrees to certify the names of representatives authorized to represent the Union officially, in writing, to the Police Chief and the City.

Section 5.2 It is mutually agreed by both parties, that it shall be their continuing policy to develop procedures, policies and work agreements which will provide for maximum efficiency and harmony in the City's task of administering the affairs of its municipality and in providing for the safety of the employees in the bargaining unit.

Section 5.3 Employees shall perform only those duties directly related with law enforcement responsibilities and with the maintenance of law and order. Employees shall not be required to perform unrelated duties, including without limitation, maintenance work, except routine care and maintenance of police vehicles, weapons, and all other department issued equipment.

Section 5.4 It is mutually agreed that a safe and healthy work place is the desire of both parties, and, as such, the parties will work toward the elimination of health and safety hazards in the workplace. Notwithstanding Federal and State legislation affecting occupational health and safety, the parties agree to the following safety procedures:

- A. The City will develop occupational health and safety guidelines and present necessary training consistent with these guidelines and appropriate legislation.
- B. The reporting of any health and safety concerns will follow the chain of command, in an effort to make the City aware of hazardous conditions.
- C. The City will make a good-faith effort to respond to hazardous conditions in a timely fashion.
- D. The City shall maintain its equipment in safe operating condition.
- E. The City shall furnish protective devices and/or equipment to properly safeguard the health and safety of employees and protect them from injury.

ARTICLE 6

UNION ACTIVITIES

Section 6.1 In order to attend to Union business, the Employer shall grant a reasonable amount of time off during working hours, without loss of pay, for Union appointed representative(s) to attend to such Union business. Such persons must request and obtain permission from their immediate supervisor before leaving their work station. Such persons must report back promptly when their part in attending to the Union business is completed.

Section 6.2 Two (2) members of the Union shall be granted time off without loss of pay to attend state and national conventions, conferences, seminars, and other Union business, so long as any such "other Union business" is approved by the Chief's office. At the Chief's discretion, additional members may be allowed to attend such functions, without loss of pay, based on manpower considerations. Such persons must notify the Police Chief a reasonable time in advance as to the dates of such functions. During any time that the Employer and Union are engaged in negotiations, three (3) members of the Union's negotiating team shall be allowed time off for all such meetings which shall be mutually set as to time and date by the Employer and the Union and such members of the Union's negotiating team shall attend such meetings without loss of pay. In no event shall time spent conducting such business be considered as overtime or paid time outside the employee's regular working hours.

Section 6.3 The Police Chief shall receive a written request three (3) days prior to the occurrence of such Union business, except when an emergency precludes such notification. The President of the Union or his designated representative shall be afforded time off from duty without loss of pay or benefits to attend all meetings convened in connection with the grievance procedure contained in this Agreement.

Section 6.4 The Union shall, at its expense, purchase, install and maintain one (1) bulletin board that is used solely for Union business. Such bulletin board shall be equipped with a locking case to avoid any employees from posting materials that are not approved by the Union Executive Board.

ARTICLE 7

DUES DEDUCTION

Section 7.1 Upon receipt of voluntary, written, signed authorization in such form as complies with the law of Indiana (I.C. 22-2-6-2) from Police Department ("Department") employees who have completed their probationary period, who are covered by this Agreement, and who are members of the Union, the City shall deduct each month from the earnings of such employees an amount representing their regular, monthly dues and shall remit such monies to the Treasurer of the Union. The Union shall at its sole discretion and determination establish reasonable dues and shall advise the City of any changes.

Section 7.2 The Union will indemnify the City and hold it harmless from any or all claims and liabilities which may arise under this paragraph. The City shall not be liable to the Union for failure to make deductions for dues. The Union shall promptly refund to the City any funds received in accordance with this Article which are in excess of the amounts of Union dues and assessments which the City has agreed to deduct.

ARTICLE 8

OTHER AGREEMENTS - INCORPORATED BY REFERENCE

Section 8.1 The following agreements between the parties are incorporated herein by the following reference. These agreements have been mutually agreed to and are in effect at the time that this collective bargaining agreement is entered into. It is the intention of the parties that these agreements shall remain in effect, in their present form at the time of the effective date of this Agreement, for the duration of this Agreement, and any extensions thereto until modified, amended or rescinded as follows. With respect to subparagraphs e, and f, the Ordinances relating to the Police Merit System and the Police Pension Fund, and the City Drug Policy, the parties intend to incorporate these Ordinances as they may be amended from time to time. With respect to subparagraph g, the Wage Ordinance, the parties intend to incorporate the applicable Wage Ordinance as it is adopted each year. With respect to changes during the term of this Agreement in any of the other documents incorporated by reference, the Union shall be given notice of proposed changes (including any additions and deletions) and the parties shall meet prior to implementation of any such change(s) (except in emergency circumstances, in which case the parties shall meet as soon as possible even if that is after implementation) and at such meeting(s) the parties shall confer and attempt to reach agreement on the proposed change(s). If no agreement is reached, the City may implement such change(s) and the Union shall have the right to grieve such change(s) under the Grievance Procedure.

a. Portage Police Department Rules and Regulations.

- Section I Definitions
- Section II Rules, Laws and Orders
 - 2.01 - Rules, General Orders, Policies and Bulletins (*policy also*)
 - 2.02 - Violation of Rules and Conformance to Laws
 - 2.03 - Reporting Violations of Rules, Regulations and Laws
 - 2.04 - Insubordination
 - 2.05 - Conflicting or Illegal Orders
 - 2.06 - Severability
- Section III Duty
 - 3.01 - Reporting for Duty
 - 3.02 - Uniforms and Personal Appearance (*policy also*)
 - 3.03 - Emergency Status of all Members
 - 3.04 - Fictitious Illness or Injury Reports
 - 3.05 - Information Concerning Duties
 - 3.06 - Availability on Duty (*policy also*)
 - 3.07 - Leaving Duty Post
 - 3.08 - Patrol or work Outside of the City
 - 3.09 - Sleeping on Duty
 - 3.10 - Alcoholic Beverages and Drugs in Police Installations
 - 3.11 - Use of Alcohol on Duty or in Uniform
 - 3.12 - Entering Establishments Selling Intoxicating Liquors
 - 3.13 - Use of Tobacco
 - 3.14 - Engaging in Personal Business While on Duty
 - 3.15 - Failure to Act in Performance of Duty
 - 3.16 - Courtesy
 - 3.17 - Unauthorized Activity
 - 3.18 - Meals (*policy also*)
 - 3.19 - Requests for Assistance (*policy also*)
 - 3.20 - Possession and Use of Drugs
 - 3.21 - Unsatisfactory Performance
 - 3.22 - Recommending Attorneys or Bail Bondsmen
- Section IV Reporting, Arrest Prisoners
 - 4.01 - Filing Criminal Charges Following Arrest
 - 4.02 - Departmental Reports (*policy also*)
 - 4.03 - Processing Property and Evidence (*policy also*)
 - 4.04 - Arrest Procedures (*policy also*)
 - 4.05 - Submission of Reports
 - 4.06 - False Reports and Removal of Records
 - 4.07 - Mistreatment of Prisoners
 - 4.08 - Court Appearance
 - 4.09 - Abuse of Process
 - 4.10 - Use of Force (*policy also*)
 - 4.11 - Handling of Prisoners (*policy also*)
 - 4.12 - Access to Department Records (*policy also*)
 - 4.13 - Search and Seizure (*policy also*)

- Section V Conduct – General
- 5.01 - Unbecoming Conduct
 - 5.02 - Immoral Conduct
 - 5.03 - Intervention
 - 5.04 - Truthfulness
 - 5.05 - Use of Polygraph, Medical Examinations, Photographs and Line-Ups
 - 5.06 - Use of Weapons
 - 5.07 - Correspondence
 - 5.08 - Public or Community Controversies or Partisan Issues
 - 5.09 - Strike Duty
 - 5.10 - Arrangements for Benefit of Defendants or Prospective Defendants
 - 5.11 - Testimony in Civil Matters
 - 5.12 - Arrests in Personal Quarrels
 - 5.13 - Defacing or Posting Official Notices
 - 5.14 - Use of Operating Equipment (*policy also*)
 - 5.15 - Operating Vehicles (*policy also*)
 - 5.16 - Endorsements and Referrals
 - 5.17 - Sexual Harassment (*policy also*)
- Section VI Off Duty Conduct and Employment
- 6.01 - Employment Outside of the Department (*policy also*)
 - 6.02 - Use of Alcohol Off Duty
 - 6.03 - Gifts, Gratuities, Bribes or Rewards
 - 6.04 - Abuse of Position
 - 6.05 - Identification
 - 6.06 - Associations
 - 6.07 - Visiting Prohibited Establishments
 - 6.08 - Gambling
 - 6.09 - Public Statements and Appearances
 - 6.10 - Labor Activity
 - 6.11 - Dissemination of Information (*policy also*)
- Section VII Personal Requirement
- 7.01 - Residence
 - 7.02 - Telephone
 - 7.03 - Carrying Firearms
 - 7.04 - Schools and Training
 - 7.05 - Changes in Status: Marital or Address
 - 7.06 - Resignations
- Section VIII Hiring, Ranking, Promotions, Vacations, Awards
- 8.01 - Personnel Qualifications (*policy also*)
 - 8.02 - Departmental Ranking System
 - 8.03 - Eligibility for Promotion and Appointment
 - 8.04 - Permanent Rank or Grade Requirements
 - 8.05 - Procedure for Promotions (*policy also*)
 - 8.06 - NOT USED
 - 8.07 - Vacations (*policy also*)
 - 8.08 - Authorized Leaves of Absence
 - 8.09 - Maternity Leave
 - 8.10 - Meritorious Awards Program
 - 8.11 - Overtime (*policy also*)

8.12 - Attendance Award

8.13 - Retirement Award

Section IX Disciplinary Action Cause and Procedure

9.01 - Causes

9.02 - Procedure

9.03 - Officer's Right to Appeal Disciplinary Action by the Chief or Board

9.04 - Effects of Decisions

b. Portage Police Department General Orders.

1. Rules and Regulations, Policies, General Orders and Bulletins
2. Death Investigations
3. Responding to Bank Alarms
4. Assisting the Porter County Department of Public Welfare and Child Protective Services
5. Bomb Threat Procedures
6. Firearms Qualifications and Training Standards
7. Missing Persons
8. Handling Lockouts
9. Handling Confiscated Firearms
10. Individual Vehicle Assignment
11. Laptop Computers
12. Voiding Tickets
13. On Duty Injuries
14. Enforcing City Code 78-335 (Truck Parking)
15. National Lakeshore Property
16. Vehicle Identification Number (V.I.N.) Checks
17. Suspicious Fires
18. Chemical Weapons
19. Documented Use of Force
20. Required Safety Belt
21. Handling Bad Checks
22. Processing Crime Scenes
23. Enforcing City Code 74-48 (Installation and Display of Street Address Numbers)
24. Restricted, Limited Access and Public Areas Within the Portage Police Station
25. Enforcing City Code 78-446 (Use of Skateboards)
26. Appearance in Civil Court
27. Field Training
28. Prevention of Bloodborne Diseases
29. Hostage and Barricading Situations
30. Non-Smoking Areas Within the Portage Police Station
31. Patrol Zones
32. Porter County Intake Sheets
33. Impounding Motor Vehicles
34. Mobile Audio/Video Recording Equipment
35. Gas Pumps
36. Police Canine
37. Officer's Performance Evaluations
38. Emergency Response Team Standard Operating Procedure Training and Utilization
39. Family Disturbances
40. Disabled Parking Enforcement

- 41. Enforcing IC 35-46-1-15.1 (Invasion of Privacy)
 - 42. Procedure for Use of Digital Cameras
 - 43. Station Duty Officer
 - 44. Critical Incident Debriefing
- c. City of Portage, Employee Health Benefit Plan: Plan Supervisor: Stewart C. Miller & Co., Inc., Effective July 1, 1998.
- d. Guardian Group insurance Plan, City of Portage (Dental Benefits).
- e. Law Enforcement, codification of Ordinances:
Division 2. Merit System, Sections 50-36 - 50-55.
Division 5. Police Pension Fund, Sections 50-96 - 50-98.
- f. Policy Implementing the City of Portage Drug and Alcohol Program (7 pages, and Chain of Custody Instructions for Specimen Collection and Handling of Drug Screen Test Request Form).
- g. Ordinance No. 01-46 Setting wages for Police Department Personnel, for the year 2002, and later adopted ordinances for future years.

Section 8.2 In the event of a conflict between the provisions of this Agreement and the provisions of the Police Department Rules, Regulations, Policies and General Orders, the provisions of this Agreement shall prevail.

ARTICLE 9

SALARIES, LONGEVITY PAY

Section 9.1 Wages, including longevity pay, have been set forth in the City of Portage Ordinance No. 01-46 for the year 2002, which is attached hereto as an Exhibit and incorporated herein by this reference.

Section 9.2 Wages in future years covered by this agreement shall be negotiated annually by the parties, such negotiations shall commence not later than June 30th of each year of this Agreement and shall be set forth thereafter in the City's annual wage ordinance.

ARTICLE 10

COURT & DEPARTMENT MEETING COMPENSATION

Section 10.1 Employees shall receive court-time pay or compensatory time off 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. However, in the event appearance in a civil matter results in the employee receiving compensation from attorneys or others, such compensation shall be paid to the City prior to the employee receiving compensation from the City for the same appearance.

Section 10.2 Court-time pay shall be paid at the employee's overtime rate of pay equal to one and one-half (1½) the employee's regular rate of pay, including longevity.

Section 10.3 An employee may request and receive A/O time equal to one and one-half (1½) times the hours actually worked in lieu of pay, with the approval of the Chief, or his designee. Such arrangements shall be in accordance with the Fair Labor Standards Act (FLSA).

Section 10.4 Departmental Meeting Overtime shall be considered overtime if that time is in excess of eight (8) hours per day, or during an employee's approved time off, when the employee is required to attend departmental meetings. Departmental Meeting Overtime shall be paid for actual time worked at an hourly rate equal to one and one-half (1½) times the employee's regular rate of pay.

ARTICLE 11

CLOTHING ALLOWANCE

Section 11.1 Upon hiring, the City shall provide to each newly hired employee an initial issue of uniforms and equipment as determined by the Chief of Police and the City of Portage Board of Public Works and Safety, at no cost to the employee. Commencing with an employee's second year of employment with the Department, the City shall pay each employee a clothing allowance in the amount of Eight Hundred Dollars (\$800.00) per year, in two (2) installments of Four Hundred Dollars (\$400.00) each, one (1) in June and one (1) in December. The allowance shall be included on the employee's regular pay and is subject to applicable taxes and withholdings as defined by law.

Section 11.2 Clothing allowance(s) shall be used by the employee to repair, replace and/or purchase law enforcement clothing and related equipment that enhances employee performance and safety.

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Section 11.2 Clothing allowance(s) shall be used by the employee to repair, replace and/or purchase law enforcement clothing and related equipment that enhances employee performance and safety.

Section 11.3 All uniforms and equipment issued to employees 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 employee's final paycheck.

Section 11.4 In the event the employer changes the existing clothing/uniform style, the employer will purchase the initial complement at its cost.

D.J. Hightler

11/15/02

Ron Payne

11-15-02

William Masuch

11-15-02

John A. Gill

11-15-02

JMSB

11-15-02

BOU
of
Daryl Olson
11-25-02

Health and Dental Insurance

The current City of Portage, Employee Health Benefits Plan, with the employee contribution being one dollar (\$1.00) per month and the Dental Insurance Plan with the current employee contributions shall remain the same through December 31, 2003.

D.F. Hagler

11/15/02

Russ Hagman

11-15-02

William Masch

11-15-02

W.A. Gage

11-15-02

J. Shy

11-15-02

BofW



11-25-02



2003 Wage Proposal

Rank	Increase	2003 Wage
Lieutenant	1,000	41,092
Sergeant	1,001	40,547
Corporal	1,040	40,144
Master Patrolman	1,001	39,533
First Class Patrolman	1,001	36,959
Probationary Patrolman/w exp	1,001	33,033
Probationary Patrolman	1,001	30,095

The City of Portage has every intention of implementing these salaries effective January 1, 2003. However, in the unlikely event the city is not fiscally able to do so, 2002 wages will be held until new wages based financial availability are negotiated.

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Section 11.1 Upon hiring, the City shall provide to each newly hired employee an initial issue of uniforms and equipment as determined by the Chief of Police and the City of Portage Board of Public Works and Safety, at no cost to the employee. Commencing with an employee's second year of employment with the Department, the City shall pay each employee a clothing allowance in the amount of Eight Hundred Dollars (\$800.00) per year, in two (2) installments of Four Hundred Dollars (\$400.00) each, one (1) in June and one (1) in December. The allowance shall be ~~included on the employee's regular pay and is subject to applicable taxes and withholdings as defined by law paid on separate checks and without withholdings deducted.~~ A 1099 will be issued by January 31 of the following year for \$800.00.

Section 11.2 Clothing allowance(s) shall be used by the employee to repair, replace and/or purchase law enforcement clothing and related equipment that enhances employee performance and safety.

Section 11.3 All uniforms and equipment issued to employees 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 employee's final paycheck.

Section 11.4 In the event the employer changes the existing clothing/uniform style, the employer will purchase the initial complement at its cost.

D. J. Hight

11/15/02

R. M. Harper

11-15-02

William Mesut

11-15-02

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11-15-02

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11-15-02

** changed 2004
checks issued thru payroll - June
medi. tax - June
& Dec. - June
W-2. & on*

Section 11.3 All uniforms and equipment issued to employees 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 employee's final paycheck.

Section 11.4 In the event the employer changes the existing clothing/uniform style, the employer will purchase the initial complement at its cost.

ARTICLE 12

PAY DAYS

Section 12.1 All employees shall be paid bi-weekly, every other Friday.

Section 12.2 The City shall disburse all other pay as follows:

- A. Longevity pay shall begin on the first payday, which follows the appropriate anniversary date of the employee's appointment to the department.
- B. Overtime shall be paid with the next payday immediately following the time when the overtime was earned.

Section 12.3 Errors made in an employee's pay shall be corrected on the next pay period after the error has been discovered.

ARTICLE 13

HOLIDAYS, COMPENSATION FOR HOLIDAYS WORKED

Section 13.1 The City recognizes the following holidays:

New Years Day, January 1
Presidents Day, 3rd Monday in February
Good Friday
Memorial Day, last Monday in May
Independence Day, July 4th
Labor Day, first Monday in September
Veterans Day, November 11th
Thanksgiving Day, fourth Thursday in November
Christmas Day, December 25th

Section 13.2 If any new holiday not presently granted to other City employees, either on a continuing basis or for a special event, is granted to all other employees it shall be deemed to be a holiday under this Agreement.

Section 13.3 Employees assigned to work regular business hours, Monday through Friday with Saturday and Sunday as normal days off, shall observe a designated holiday which falls on Saturday or Sunday on the preceding Friday or following Monday, respectively.

Section 13.4 Employees who are required to work on a recognized holiday shall be paid for actual time worked at an hourly rate equal to two (2) times the employee's regular rate of pay, which shall include longevity and base pay.

Section 13.5 Holidays will not be charged as a vacation day for employees who are on vacation during the holiday.

ARTICLE 14

PERFECT ATTENDANCE INCENTIVE LEAVE

Section 14.1 Employees shall be awarded for perfect attendance. ~~Perfect attendance~~ is defined as an employee working all their scheduled shifts during a twelve-month period.

- A. Periods of authorized leaves of absences and while an employee is off due to an on duty/sick injury leave, constitutes days worked.
- B. Days off assessed as a result of disciplinary action, non-duty related sick/injury leave, maternity leave, the Family Medical Leave Act, and unauthorized leaves of absence, do not constitute days worked.

Section 14.2 ~~In lieu of pay~~, an employee shall receive compensatory time off of two (2) days (16 hours) which shall be credited as Award Time. The Award Time shall be given back to the employee in the following year, which shall be requested and scheduled separately from vacation requests.

ARTICLE 15

INJURY & ILLNESS LEAVES AND LIMITED DUTY

Section 15.1 **Duty-Related Injury, Illness or Disease.** All full-time employees shall receive a maximum of one year of paid sick leave for all duty-related injuries, illness or diseases. Officers shall be paid for duty-related sick leave at their regular rate of pay during the first 120 days of any

such leave ~~and at the rate~~ prescribed in the Indiana Workers Compensation Act (currently, 66 2/3 percent of average weekly wage) for the remainder. An officer may elect to use his or her earned Major Illness Leave and/or accumulated unused Annual Sick Leave (if any, and to the extent available) at the rate of one Major Illness Leave day (or one Annual Sick Leave day) to cover three duty-related sick leave days, after the first 120 days of duty-related sick leave, in order to maintain full pay during the remainder of any such duty-related sick leave. Any officer sustaining a duty-related injury, illness or disease may select the doctor and hospital of his or her choice for all required treatment, with the City's approval. The City shall be responsible for paying for such treatment for the duration of injury and/or treatment.

Section 15.2 Annual Sick Leave. Every full-time employee shall be granted ~~annual sick leave with full pay~~ at the rate of five (5) days for one (1) year of continuous service. ~~Unused sick days may not be used in subsequent years, but may be accumulated up to thirty (30) days. Upon termination of employment, an employee may be paid for the employee's sick leave, up to a maximum of thirty (30) days.~~ Sick leave is to be utilized solely for the reason of non-duty-related illness or injury to the employee, except as provided in Section 15.1. In order to qualify for sick leave pay, an employee shall:

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- i. notify his/her supervisor of the absence prior to the start of the work shift;
- ii. keep his/her supervisor informed of the extent of the illness and the anticipated day of return to work; and
- iii. obtain a doctor's certification for any absence of more than two (2) duty/work days.

Section 15.3 Major Illness Leave. Every full-time employee shall earn Major Illness Leave for ~~major illness, injury or maternity sick leave~~, with full pay, at the rate of ~~one (1) work day per month of continuous employment service.~~ This earned Major Illness leave may be accumulated up to ~~ninety (90) work days.~~ Each officer employed by the City on the date this Agreement is entered, is deemed to have earned the maximum Major Illness Leave which may be accumulated. Accumulated leave is to be utilized solely for major illness, injury or maternity. In order to qualify for Major Illness Leave pay, a physician must certify that the employee (1) needs surgery, (b) is pregnant, or (c) must miss work as a result of an illness or injury for more than five (5) work days. A physician must re-certify each thirty (30) calendar days that the employee continues to qualify for Major Illness Leave pay. Accumulated Major Illness Leave may be utilized during pregnancy or immediately following delivery. Except as provided in Section 15.1, employees shall not be entitled to Major Illness Leave if they are receiving benefits for a work-related injury, or other benefits from the City, and lost time shall not be deducted from accumulated Major Illness Leave.

Section 15.4 Miscellaneous Sick Leave Policies. If, in the opinion of the Police Chief, an employee is abusing the sick leave policy, the Chief shall have the right to require the employee to submit written proof of illness or injury from the employee's treating physician. Before returning to active duty after an extended sick leave absence, the employee may be required to submit to an examination by the employee's treating physician to determine if the employee is capable of performing his duties. Should an employee receive sick leave benefits under this Article 15 and subsequently recover monies from a third party tort-feasor (by way of settlement or judgment), the employee shall reimburse the City from the proceeds of said settlement or judgment an amount of money equal to the sick leave benefits paid to the employee minus one-third of said amount (representing payment by the City of its portion of the anticipated attorney's fees associated with the

employee's pursuit of the third party) and minus a pro rata portion of the expenses incurred by the employee in pursuit of the settlement or judgment.

Section 15.5 Limited Duty. Employees who are not able to work at their regular duty assignment because of an injury or illness may be placed on limited duty status or be temporarily assigned to another assignment that the employee is capable to perform, at the sole discretion of the Chief of Police.

ARTICLE 16

PERSONAL DAYS

Section 16.1 Every full-time employee shall be granted two (2) personal days per year. Personal days will not be carried-over into the following year, nor will they be accumulated. Scheduling of Personal Days will be contingent upon the employee receiving prior supervisory approval.

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ARTICLE 17

ADMINISTRATIVE LEAVE

Section 17.1 An employee may be placed on Administrative Leave and relieved from duty by the Chief of Police. Administrative Leave may be granted, at the sole discretion of the Chief, in situations where an employee's health and safety may be of concern or during the investigations of serious Rules and Regulations violations requiring Internal Investigations.

Section 17.2 Employees placed on Administrative Leave shall receive full pay with benefits during the leave.

ARTICLE 18

PERSONNEL ASSIGNMENTS - VOLUNTARY SHIFT TRADES

Section 18.1 In accordance with the total complement authorized by the City Council and the manpower available, the City will continue to assign personnel to achieve the highest efficiency of operations and the greatest protection for the community. In the interests of public safety, no less than five (5) uniformed patrol officers will be scheduled for the midnight and afternoon turns and four (4) for the day turn.

Section 18.2 Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Police Department. Time exchanges may be voluntarily undertaken between two (2) employees upon notification of the employee's immediate supervisors. The City has no responsibility for arrangement for the repayment of such time.

**AMENDMENT TO AGREEMENT
 BETWEEN
 FRATERNAL ORDER OF POLICE
 VERNON REIBLY LODGE #145
 AND
 CITY OF PORTAGE, INDIANA**

WHEREAS, the City of Portage ("Employer") and Fraternal Order of Police, Vernon Reibly Lodge #145 ("Union"), represented by the Indiana Fraternal Order of Police Labor Council, Inc., entered into an Agreement on August 1, 2002; and

WHEREAS, the Agreement is effective through December 31, 2005; and


WHEREAS, the parties have agreed to amend certain provisions of the Agreement to increase the number of sick leave days and personal days provided to employees covered by the Agreement.

NOW, THEREFORE, the parties agree as follows:

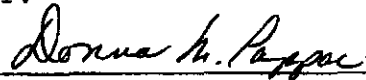
1. Section 15.2 shall be amended by increasing the number of annual sick leave days from five (5) days for one (1) year of continuous service to six (6) days for one (1) year of continuous service.
2. Section 16.1 shall be amended by increasing the number of personal days per year from two (2) to three (3).
3. ~~The foregoing amendments to the Agreement shall be effective January 1, 2003.~~
4. All other provisions of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this ____ day of _____, 2003.

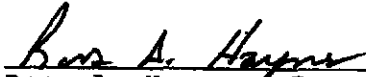
CITY OF PORTAGE, INDIANA

By: 
Douglas W. Olson, Mayor

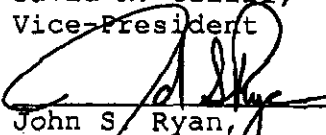
ATTEST:

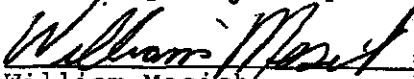

Donna M. Pappas,
Clerk-Treasurer

**FRATERNAL ORDER OF POLICE,
VERNON REIBLY LODGE #145**

By: 
Ross A. Haynes, President

By: _____
David R. Czilli,
Vice-President

By: 
John S. Ryan,
Recording Secretary

By: 
William Mesich,
Bargaining Committee

**INDIANA FRATERNAL ORDER OF
POLICE LABOR COUNCIL, INC.**

By: _____
Robert E. Imborek

ARTICLE 19

SENIORITY, LAYOFF AND RECALL

Section 19.1 In the event of a reduction of the work force of the Department, the last person to be hired on the Department shall be the first person laid-off. If, and when, reinstatement occurs, the last person laid-off will be the first person called back to work. Seniority for purposes of this section shall be determined by badge number.

Section 19.2 Any employee covered by the provisions of this Agreement shall be provided at least thirty (30) days notice prior to the effective date of the lay-off.

Section 19.3 Civilian or volunteer help shall not replace an employee's position. In the case of the Reserve Officer Program, these personnel will continue to function during periods of lay-offs, pursuant to their list of duties and rules in effect as of the date of this Agreement. The parties mutually agree that the Reserve Personnel are not to be utilized as replacements for employees on lay-off status

ARTICLE 20

PERSONNEL FILES

Section 20.1 The City shall maintain personnel files for each employee. Employees or their authorized representatives have the right to examine and to copy the contents of their own personnel files which are maintained by the City, during business hours Monday through Friday excluding legal holidays, and the employee may disclose the contents of his or her own personnel file. Adverse comments may not be placed in the employee's personnel files without the employee having been given a copy of such document. Employees may cause to be placed in their personnel files responses to adverse material inserted therein and a reasonable amount of correspondence, as determined by the City, may be placed in employees' personnel files from other sources so long as it directly relates to their job performance.

Section 20.2 Only personnel authorized by the Chief of Police may review an employee's personnel file.

ARTICLE 21

GRIEVANCE PROCEDURE

Section 21.1 A grievance is any claim that the other party has failed to meet an obligation under this agreement, including any determination relating to a modification of documents incorporated by reference into this Agreement.

Section 21.2 The Union Steward is a member of the Grievance Committee appointed by the Union representing the employee during any disciplinary or grievance procedure. Should a Union Steward not be readily available, a member of the Union's Executive Board may act as a representative for said employee.

Section 21.3 Prior to submitting a grievance to the formal grievance procedure, the aggrieved shall submit the alleged grievance to the designated Union representative who shall determine if a valid grievance exists. If, in the opinion of the Union representative, there is no valid, factual basis for a grievance, the alleged complaint shall not be processed further.

Section 21.4 The aggrieved party may present his grievance at grievance meetings and hearings on the employer's time. Grievance hearings and meetings shall be scheduled during the aggrieved party's working hours if at all possible. Employees who must be present for participation in grievance adjustments shall be allowed to participate without loss of pay as long as minimum manning requirements are not compromised.

Section 21.5 If the Union representative believes the Agreement has been violated and a valid factual basis for a grievance does exist, the employee or the Union representative shall discuss the alleged grievance with the employee's immediate supervisor.

Section 21.6 The Supervisor shall investigate the grievance and schedule an informal meeting with the employee and his Union representative, if the representative's presence is requested by the employee, within seven (7) calendar days of the date of the request by the employee. The Supervisor and the employee, along with the Union representative, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Section 21.7 If the parties are unable to resolve the alleged grievance, it shall be the responsibility of the Union to present the grievance in writing within fifteen (15) business (defined as M-F, excluding holidays) days after it arises to the Police Chief's Office.

Section 21.8 The grievance shall include the following information:

1. Name(s) of employee(s) involved.
2. Date of alleged violation or event giving rise to the claim.
3. Facts of the case.
4. Remedy sought.
5. Specific section(s) of the Agreement alleged to be violated.
6. Date of presentation of written grievance.
7. Signature of employee involved; in case of a grievance on behalf of a group of employees, the grievance shall be signed by some members of such group.
8. Signature of Union representative.

The Chief, or his designated representative, shall render a written decision to the employee and Union within five (5) business days after the receipt of the grievance.

Section 21.9 Should the grievance remain unresolved, the Union representative may, within ten (10) business days after receipt of the Chief's decision, submit the grievance in writing to the Human Resources Department. The Human Resources Department shall respond to the grievance in writing within five (5) business days after receipt of the grievance.

Section 21.10 Should the grievance remain unresolved, the Union representative may, within ten (10) business days after receipt of the response from the Human Resources Department, submit the grievance in writing to the Board of Works. The Board of Works may set a meeting with the employee and the Union representative and the Police Chief and/or his representative within twenty (20) business days after submission and attempt to resolve the dispute. The written decision of the Board shall be delivered to the parties as soon as possible, but at least within thirty (30) days after the receipt of the grievance or, if a meeting is held, within thirty (30) days after such meeting.

Section 21.11 If the decision of the Board of Works is not acceptable to either of the parties, the dissatisfied party, either the City or the Union, within thirty (30) days after receipt of the Board's decision, may give the other party notice of intent to submit the grievance to an impartial arbitrator who shall be selected by mutual agreement or, if such agreement is not reached, by alternatively striking the names from a list of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service (FMCS) with the first party to strike to be determined by lot. After the first arbitrator is stricken, the striking shall alternate between the parties.

Section 21.12 It is agreed that the decision of the arbitrator shall be final and binding on all parties and that the arbitrator's fees shall be borne equally by the parties. The arbitrator shall have no power to add or to subtract from the provisions of the Agreement.

Section 21.13 The time limits may be extended by mutual agreement of the parties. Failure by the employee or the Union to follow time limits, unless so extended, shall nullify the grievance. Failure by the City to follow the time limits, unless so modified, shall cause the grievance to move to the next step automatically.

Section 21.14 Concurrent grievances alleging violation of the same provision shall be consolidated for the purpose of this procedure as a single grievance

Section 21.15 The Union and the City have established a mutually agreed upon form for the submission of grievances, attached hereto as Exhibit 21-A.

ARTICLE 22

DRUG/ALCOHOL TESTING

Section 22.1 All employees shall comply with the City of Portage Drug and Alcohol Testing Program.

ARTICLE 23

LABOR-MANAGEMENT COMMITTEE

Section 23.1 There shall be a Labor-Management Committee consisting of three (3) representatives of the Union appointed by the Union and three (3) representatives of the Chief's office appointed by the Chief, which may include a member or members of the City Council. The purpose of the Committee is to facilitate improved labor - management relationships by providing a forum for the free discussion of mutual concerns and problems which may include discussion of the implementation of major new Department Programs or substantial modifications of existing major Department Programs that will have a significant impact on work schedules or duties.

Section 23.2 The Committee shall meet quarterly at mutually scheduled times, or at any other mutually scheduled times.

Section 23.3 Representatives of the Union on the Committee shall not lose pay and shall be able to attend meetings mutually scheduled during their duty times, provided minimum manning requirements are met.

Section 23.4 The Committee may, if it deems proper, suggest recommendations to the Police Chief's Office and Human Resource Director for their consideration and determination.

Section 23.5 Any matter referred to in this Article may be discussed by the Committee at the request of any member of the Committee.

ARTICLE 24

NO STRIKE OR LOCKOUT

Section 24.1 During the duration of this Agreement there shall be no strikes or lockouts. A strike shall be defined as any concerted activity which has the effect of reducing either the number of employees reporting for work or available for work, or has the effects of reducing the productivity of the employees or lessens the readiness of the Department to perform its duties and includes walk outs, slowdowns, sick-ins and sympathy strikes. However this Agreement does not preclude the use of informational picketing on City property by the Union.

Section 24.2 In the event that a strike or other job action shall occur, the Union will use its best efforts to end the strike or job action. Employees who participated in a strike or other job action prohibited by this Article may be subjected to discipline up to and including discharge. Should a grievance be filed over the imposition of discipline under this Article, the sole issue for the Arbitrator will be whether the employee engaged in the conduct prohibited by this Article.

Section 24.3 The City is responsible for and engaged in activities which affect the health and welfare of its citizens, such that any violations of this Article would give rise to irreparable damage to the City and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and to obtain immediate injunctive relief, along with the Union indemnifying and holding the City harmless from any and all costs arising from the violation of this Article.

ARTICLE 25

PROFESSIONAL STANDARDS

Section 25.1 Nothing in this Agreement shall negate in any way the obligation of the Union 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 Portage Police Department and its membership.

ARTICLE 26

EMPLOYEE LIABILITY/INDEMNIFICATION

Section 26.1 The City agrees to defend and pay any settlements, claims or judgments brought or recovered against any employee that may arise from the employee's activities that are within the scope of his authority while in the course of his employment, where such defense and payment is mandated as a City obligation by law.

ARTICLE 27

SAVINGS CLAUSE

Section 27.1 If any provisions of this Agreement or the application of such provisions be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining portions of this Agreement shall remain in full force and effect. Additionally, nothing in this Agreement shall be construed as reducing, diminishing or restricting in any manner the powers given to the City by state law.

Section 27.2 In the event a provision of this Agreement is rendered or declared invalid, the parties will meet within thirty (30) days of such determination and attempt to negotiate a lawful alternative to the affected provision(s).

ARTICLE 28

SUCCESSOR MUNICIPALITY

Section 28.1 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 agreement.

ARTICLE 29

OBLIGATION TO NEGOTIATE

Section 29.1 The City and the Union acknowledge that, during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 29.2 For the life of this Agreement, the City and the Union waive the right, and agree that they shall not be obligated, to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 29.3 This Article shall not bar any negotiations on any subject the parties hereto mutually agree to negotiate.

ARTICLE 30

TOTAL AGREEMENT

Section 30.1 This Agreement represents the entire Agreement between the City and the Union.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 1st day of August, 2002.

CITY OF PORTAGE, INDIANA

By: *Douglas W. Olson*
Douglas W. Olson, Mayor

ATTEST:

By: *Lynn Reed*
Lynn Reed, Deputy Clerk-Treasurer

**FRATERNAL ORDER OF POLICE,
VERNON REIBLY LODGE #145**

By: *Ross A. Haynes*
Ross A. Haynes, President

By: *David R. Czilli*
David R. Czilli, Vice President

By: *John S. Ryan*
John S. Ryan, Recording Secretary

By: *William Mesich*
William Mesich, Bargaining Committee

**INDIANA FRATERNAL ORDER OF
POLICE LABOR COUNCIL, INC.**

By: *Robert E. Imborek*
Robert E. Imborek