

AGREEMENT

between

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

and

CITY OF PORTAGE, INDIANA

January 1, 2006 through December 31, 2010

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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 January, 2006 and shall remain in full force and effect until the 31st day of December, 2010.

Section 2.2 The parties agree to commence negotiations no later than the 1st day of February, 2010 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, whichever comes first.

ARTICLE 3 Nondiscrimination

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 nonmembership 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 and Responsibilities

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

ARTICLE 5 Union Representatives, Employee Rights, Health and 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 in writing to the Police Chief and the City the names of representatives authorized to officially represent the Union.

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 its affairs 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 workplace 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 provide 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 a 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 the Union appointed representative(s) to attend to such Union business. Such persons must request and obtain permission from their immediate supervisor before leaving the work station. Such persons must report back promptly when their part in attending to 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 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 the 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 material 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 and all claims and liabilities which may arise under this paragraph. The City shall 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 related 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 City
- 3.09 Sleeping on Duty
- 3.10 Alcoholic Beverages/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 Benefits 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 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 Personal Qualifications (*policy also*)
 - 8.02 Department 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 Chief or Board
 - 9.04 Effects of Decisions

B. Portage Police Department - General Orders

- 1. Rules and Regulations, Polices, General Orders and Bulletins
- 2. Death Investigation
- 3. Responding to Bank Alarms
- 4. Assisting 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 (VIN) 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 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 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: Combined Benefit Services Administration. Effective Date: March 1, 2005.
- D. Anthem 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 City of Portage Drug/Alcohol Program (7 pages, and Chain of Custody Instructions for Specimen Collection and Handling of Drug Screen Test Request Form)
- G. Salary Ordinance (setting wages for Police Department personnel).

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 shall be set forth in City of Portage Salary Ordinance for the year 2006. Longevity pay shall be increased by twenty-five percent (25%) for the year 2006. Thereafter, longevity pay shall be increased five percent (5%) per year for the years 2007 through 2010.

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 salary ordinance.

ARTICLE 10

Court and 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 Prosecutor's 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 (1.5) times 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 (1.5) times the hours actually worked, in lieu of pay and 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 time 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 (1.5) 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 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 One Thousand One Hundred Dollars (\$1100) for calendar year 2006. Beginning in 2007, the clothing allowance shall be increased by two and one-half percent (2.5%) each year during the term of this Agreement. The clothing allowance shall be paid in two equal installments, on separate checks and

without withholdings deducted, except for Medicare taxes. Clothing allowance checks shall be issued by June 15th and December 15th of each year.

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 Employees shall be required, at their expense, to change their uniform to the Class B uniform by January 1, 2007.

Section 11.5 In the event the employer changes the existing clothing/uniform style, the employer will purchase the initial complement at its cost.

ARTICLE 12

Paydays

Section 12.1 All employees shall be paid bi-weekly, every other Friday. The City offers a paycheck direct deposit program to the financial institution stipulated by the Employee.

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. For employees assigned to the Detective Bureau, overtime shall be paid on the next payday immediately following the time when the overtime was earned.
- C. For employees assigned to the Patrol Division, overtime shall be submitted to the Clerk-Treasurer's Office on the Monday following the 15th day and the last day of each month. Overtime shall be paid on the next payday immediately following the date on which overtime was submitted to the Clerk-Treasurer's Office.

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 Year's Day	-	January 1
President's Day	-	third Monday in February
Good Friday		
Memorial Day	-	last Monday in May
Independence Day	-	July 4 th
Labor Day	-	first Monday in September
Veterans' Day	-	November 11 th
Thanksgiving Day	-	fourth Thursday in November
Christmas Day	-	December 25 th

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. All other employees shall receive eight (8) hours of pay at their regular hourly rate for a designated holiday that falls on their normal scheduled day off.

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 (12) month period.

- A. Periods of authorized leaves of absence and while an employee is off due to an on-duty sick/injury leave constitute 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 and shall be requested and scheduled separately from vacation requests.

ARTICLE 15

Injury and Illness Leaves and Limited Duty

Section 15.1 Duty Related Injury, Illness or Disease. All full-time employees shall receive a maximum one (1) year of paid sick leave for all duty related injuries, illnesses and diseases. Officers shall be paid for duty related sick leave at their regular rate of pay during the first one hundred twenty (120) days of any such leave and at the rate prescribed in the Indiana Workers Compensation Act (currently 66^b% of average weekly wage) for the remainder. An officer may elect to use his/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 one hundred twenty (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 six (6) 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 his/her 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:

1. notify his/her supervisor of the absence prior to the start of the work shift;
2. keep his/her supervisor informed of the extent of the illness and the anticipated day of return to work; and
3. 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. Accumulated Leave is to be utilized solely for major illness, injury or maternity. By way of illustration and not limitation, major illness/injury shall not include cold, flu, strep throat, headaches, sinus infections, pink eye, allergies, stomachaches, toothaches, muscle strains, muscle sprains, and similar conditions or injuries. In order to qualify for Major Illness Leave pay, a physician must certify that the employee needs surgery, is pregnant or 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 the employee's 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 (a) 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 of performing, at the sole discretion of the Chief of Police.

ARTICLE 16

Health Insurance

Section 16.1 During 2006, the City of Portage Employee Health Benefits Plan will have the same benefits, co-pays and deductibles as in 2005. In 2006, employee contributions shall be:

- A. Twenty-five Dollars (\$25.00) per month for an employee.
- B. Thirty Dollars (\$30.00) per month for an employee plus dependent.

- C. Thirty-five Dollars (\$35.00) per month for an employee plus spouse.
- D. Fifty Dollars (\$50.00) per month for a family.

Thereafter, any changes to benefits, co-pays, deductibles and employee contributions shall be negotiated.

Section 16.2 Employees who retire shall be entitled to retain the insurance coverage available to active City employees, as provided by I.C. 5-10-8-2.2, by paying the City's actual fixed cost to provide that coverage.

ARTICLE 17 Personal Days

Section 17.1 Every full-time employee shall be granted three (3) 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.

ARTICLE 18 Administrative Leave

Section 18.1 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 investigations of serious Rules and Regulations violations requiring Internal Investigation.

Section 18.2 Employees placed on Administrative Leave shall receive full pay with benefits during the Leave.

ARTICLE 19 Personnel Assignments - Voluntary Shift Trades

Section 19.1 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 interest 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 19.2 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 employees' immediate supervisors. The City has no responsibility for arrangement for the repayment of such time.

ARTICLE 20

Seniority, Layoff and Recall

Section 20.1 In the event of a reduction of the workforce 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 20.2 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 layoff.

Section 20.3 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 layoffs, 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 layoff status.

ARTICLE 21

Personnel Files

Section 21.1 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 file 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 21.2 Only personnel authorized by the Chief of Police may review an employee's personnel file.

ARTICLE 22

Grievance Procedure

Section 22.1 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 22.2 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 22.3 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 grievance shall not be processed further.

Section 22.4 The aggrieved party may present his/her 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 minimal manning requirements are not compromised.

Section 22.5 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 22.6 The Supervisor shall investigate the grievance and schedule an informal meeting with the employee and his/her 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 22.7 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 Monday through Friday and excluding holidays) days after it arises to the Police Chief's Office.

Section 22.8 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(s) involved (In case of a grievance on behalf of a group of employees, the grievance shall be signed by some members of such group.); and
8. signature of Union representative.

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

Section 22.9 Should the grievance remain unresolved, the Union representative may, within ten (10) business days after the 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 22.10 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(s), 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 22.11 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. An impartial arbitrator 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 22.12 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 subtract from the provisions of the agreement.

Section 22.13 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 22.14 Concurrent grievances alleging violation of the same provision shall be consolidated for the purpose of this procedure as a single grievance.

Section 22.15 The Union and the City have established a mutually agreed upon form for the submission of grievances, attached hereto as Exhibit 23-A.

ARTICLE 23 Drug/Alcohol Testing

Section 23.1 All employees shall comply with the City of Portage Drug and Alcohol Testing Program.

ARTICLE 24 Labor-Management Committee

Section 24.1 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. Those representatives appointed by the Chief 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 24.2 The Committee shall meet quarterly at mutually scheduled times or at any other mutually scheduled times.

Section 24.3 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 minimal manning requirements are met.

Section 24.4 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 24.5 Any matter referred to in this Article may be discussed by the Committee at the request of any member of the Committee.

ARTICLE 25

No Strike or Lockout

Section 25.1 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 the number of employees either reporting for work or available for work, the effect of reducing the productivity of the employees, or the effect of lessening the readiness of the Department to perform its duties, and includes walkouts, slowdowns, sick-ins and sympathy strikes. However, this Agreement does not preclude the use of informational picketing by the Union on City property.

Section 25.2 In the event a strike or other job action occurs, 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 25.3 The City is responsible for and engaged in activities which affect the health and welfare of its citizens, such that any violation 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 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 26

Professional Standards

Section 26.1 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 27

Employee Liability/Indemnification

Section 27.1 The City agrees to defend and pay any settlements, claims or judgments brought or recovered against any employee that may arise from 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 28 Savings Clause

Section 28.1 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 28.2 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 29 Successor Municipality

Section 29.1 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.

SECTION 30 Obligation to Negotiate

Section 30.1 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 30.2 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 30.3 This Article shall not bar any negotiations on any subject the parties hereto mutually agree to negotiate.

**ARTICLE 31
Total Agreement**

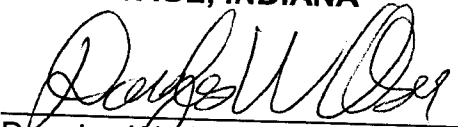
Section 31.1
the Union.

This Agreement represents the entire Agreement between the City and

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 1st day of January, 2006.

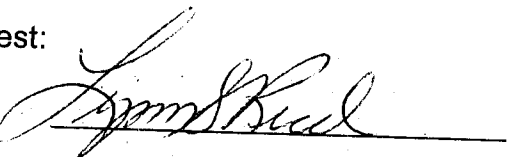
CITY OF PORTAGE, INDIANA

By:


Douglas W. Olson, Mayor

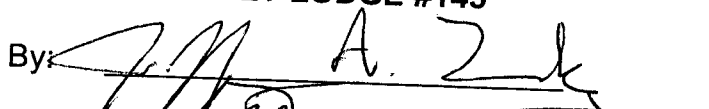
Attest:

By:



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

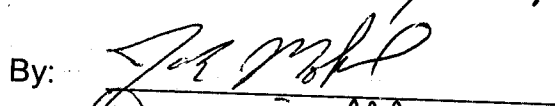
By:



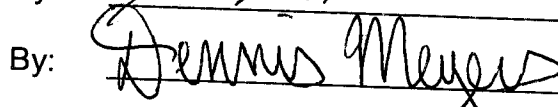
By:



By:



By:



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

By:



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

WHEREAS, the City of Portage, Indiana (Employer) and Fraternal Order of Police Vernon Reibly Lodge # 145 (Union) entered into an Agreement effective January 1, 2006; and

WHEREAS, the Agreement is effective from January 1, 2006 through December 31, 2010; and

WHEREAS, the parties have agreed to amend certain provisions of the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Wages for department personnel as set forth in attached "Exhibit A".
2. Article 16 shall be amended by replacing the existing text with the following:

The City of Portage Employee Health Benefit Plan shall cover the employees of the City of Portage Police Department. The employee contribution shall be increased as follows:

- a. Thirty-five Dollars (\$35.00) per month for an employee.
- b. Sixty Dollars (\$60.00) per month for a family.

The coverage options of employee (employee plus dependent) and (employee plus spouse) shall be terminated.

The yearly out-of-pocket deductible shall be increased as follows:

- a. Single employee, Two Hundred Fifty Dollars (\$250.00) total.
- b. Family, Two Hundred Fifty Dollars (\$250.00) total.

The following new additional co-pays shall apply:

- a. A Five Dollar (\$5.00) co-pay for each generic drug purchase or refill.
- b. A Fifty Dollar (\$50.00) co-pay for each emergency room visit.

3. Article 15 shall be amended by adding the following new paragraph 15.6 as follows:
 1. If any employee has accumulated thirty (30) days of unused sick time, and has not used more than two (2) sick days at the end of the calendar year, the City of Portage shall buy back the unused sick days two (2) for one (1) at the employee's regular rate of pay. If the employee has not used any sick days, the City shall buy back all days two (2) for (1) at the employee's regular rate of pay, plus the employee shall receive one (1) additional personal day. All unused sick days shall be paid for in January of the following year.

4. Section VIII of the Portage Police Department Rules and Regulations which is incorporated by reference in Article 8 of the Collective Bargaining Agreement shall be amended to reflect the following vacation schedule:

After one (1) year of service, probation time included, one (1) week vacation will be allowed.

After two (2) years of service, two (2) weeks vacation will be allowed.

After four (4) years of service, three (3) weeks vacation will be allowed.

After eight (8) years of service, four (4) weeks vacation will be allowed.

After thirteen (13) years of service, five (5) weeks vacation will be allowed.

After twenty (20) years of service, six (6) weeks vacation will be allowed.

Vacation time is not cumulative and must be taken in the year the employee is eligible to receive it.


5. If the City of Portage negotiates a larger raise than two percent (2%) with either the International Association of Firefighters Portage Firefighters Local 3151, AFL-CIO or the International Union of Operating Engineers, Local 150, Public Employees Division, the City of Portage agrees to match the percentage raise with the Fraternal Order of Police Vernon Reibly Lodge # 145. However, exempt from this provision is the percent raise negotiated for City of Portage Firefighter category, Probationary Paramedic with experience, as the same consideration was given to City of Portage Police Officer category, Probationary Patrol with experience.

6. The foregoing Amendments to the Agreement shall be effective January 1, 2009.

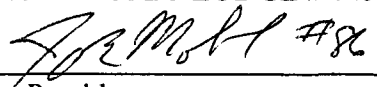
7. All other provisions of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 10th day of October, 2008.

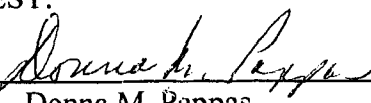
CITY OF PORTAGE, INDIANA

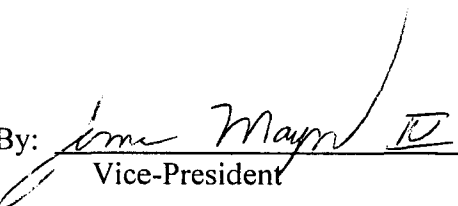
By: 
Olga G. Velazquez, Mayor

FRATERNAL ORDER OF POLICE
VERNON REIBLY LODGE # 145

By: 
President

ATTEST:

By: 
Donna M. Pappas,
Clerk-Treasurer

By: 
Vice-President

Position	2008 Salaries		2009 Salaries		Increase		Headcount	Impact	% Increase
	Annual	Bi-Weekly	Annual	Bi-Weekly	Annual	Bi-Weekly			
<i>Captain</i>	\$52,110.24	\$2,004.24	\$53,152.58	\$2,044.33	\$1,042.34	\$40.09	2	\$2,084.68	2.0%
<i>Lieutenant</i>	\$48,860.24	\$1,879.24	\$49,837.58	\$1,916.83	\$977.34	\$37.59	2	\$1,954.68	2.0%
<i>IT Sergeant</i>	\$51,500.02	\$1,980.77	\$52,530.14	\$2,020.39	\$1,030.12	\$39.62	1	\$1,030.12	2.0%
<i>Sergeant</i>	\$47,300.24	\$1,819.24	\$48,246.38	\$1,855.63	\$946.14	\$36.39	12	\$11,353.68	2.0%
<i>Corporal</i>	\$45,480.24	\$1,749.24	\$46,389.98	\$1,784.23	\$909.74	\$34.99	11	\$10,007.14	2.0%
<i>Mast. Patrol</i>	\$44,180.24	\$1,699.24	\$45,063.98	\$1,733.23	\$883.74	\$33.99	23	\$20,326.02	2.0%
<i>1st Cl. Patrol</i>	\$41,476.24	\$1,595.24	\$42,305.90	\$1,627.15	\$829.66	\$31.91	7	\$5,807.62	2.0%
<i>Prob. Patrol/Exp.</i>	\$34,560.24	\$1,329.24	\$39,390.05	\$1,515.00	\$4,829.81	\$185.76	0	\$0.00	
<i>Prob. Patrol/Exp.</i>	\$32,032.00	\$1,232.00	\$32,672.64	\$1,256.64	\$640.64	\$24.64	0	\$0.00	2.0%
							58	\$52,563.94	
						Totals			

**AMENDMENT TO AGREEMENT BETWEEN
FRATERNAL ORDER OF POLICE AND CITY OF PORTAGE**

WHEREAS, the CITY OF PORTAGE ("City") and the FRATERNAL ORDER OF POLICE, VERNON REIBLY LODGE #145, ("Union") entered into a Collective Bargaining Agreement effective from January 1, 2006, through December 31, 2010; and

WHEREAS, the parties have agreed to amend certain provisions of the Agreement;

NOW THEREFORE, the parties agree as follows:

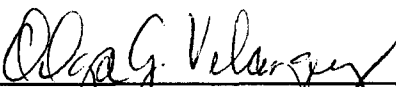
1. Wages for Department personnel as set forth in Ordinance No. 07-52 for the year 2008.
2. Article 10 of the Agreement shall be amended by changing the title of that Article to "Court, Department Meetings and Emergency Call-Back Compensation." Article 10 shall be further amended by adding a new Section 10.5, which shall read as follows:

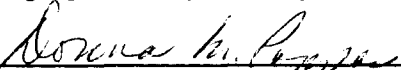
Section 10.5. Employees shall receive compensation for "emergency call-backs" at the appropriate rate of pay for all hours worked with a guaranteed minimum of two (2) hours of pay for each "emergency call-back". An "emergency call-back" is defined as an official assignment of work, dispatched due to emergency circumstances, which does not continuously follow an employee's regularly scheduled working hours. These could include but are not limited to: SWAT, K-9, crisis negotiation, crash, detective, or arson investigation, natural disasters, crime scene collection, and supervisory call outs. An "emergency call-back" does not include activity outlined in Section 10.1 through 10.4. Further, it does not include mandatory or prescheduled training, which could include but are not limited to: firearms training, defensive tactics, and emergency vehicle driving.

3. Article 17, Section 17.1 shall be amended by giving employees two (2) additional personal days in calendar year 2008 only, to be in accordance with the guidelines set forth by this agreement. The provisions of this paragraph shall terminate on December 31, 2008 and shall be of no further force and effect thereafter. On January 1, 2009, the original text of Article 17, Section 17.1 of the Agreement shall control, and employees shall only receive three (3) personal days each year for the duration of the Agreement.
4. All remaining provisions of the Agreement shall remain in full force and effect as presently stated.

IN WITNESS WHEREOF, the parties have signed this Amendment this 28 day of January 2008.

CITY OF PORTAGE

By: 
Olga G. Velazquez, Mayor

Attest: 
Donna M. Pappas, Clerk-Treasurer

FRATERNAL ORDER OF POLICE
VERNON REIBLY LODGE #145

By:  #96
President

Attest: 
Secretary

FRATERNAL



ORDER OF POLICE

VERNON REIBLY LODGE #145
PORTAGE, IN 46368

Donna,

The Portage FOP Lodge #145 has agreed to accept the changes to the "Skilled Nursing Care/Facility and Rehabilitation" as stated in Amendment #3 of the Employee Health Benefit Plan.

Joe Mokol

President
FOP Lodge #145

ARTICLE 8	SALARIES
ARTICLE 9	PAID OVERTIME, CALL OUT MINIMUM, COMP TIME, ETC.
ARTICLE 10	COURT AND DEPARTMENT MEETING COMP
ARTICLE 11	LONGEVITY PAY
ARTICLE 12	SPECIAL INCENTIVE PAY
ARTICLE 14	TUITION REIMBURSEMENT PROGRAM
ARTICLE 15	PAY DAYS
ARTICLE 16	HEALTH AND LIFE INSURANCE
ARTICLE 17	HOLIDAYS, COMP FOR HOLIDAYS WORKED
ARTICLE 18	VACATION
ARTICLE 19	PERFECT ATTENDANCE INCENTIVE LEAVE
ARTICLE 20	BEREAVEMENT LEAVE
ARTICLE 21	MILITARY LEAVE
ARTICLE 22	DEPARTMENT SICK LEAVE, LIMITED DUTY
ARTICLE 23	WORK RELATED INJURY LEAVE, LIMITED DUTY
ARTICLE 24	AUTHORIZED LEAVE WITH PAY
ARTICLE 25	LEAVES OF ABSENCE WITHOUT PAY
ARTICLE 26	ADMINISTRATIVE LEAVE
ARTICLE 27	MATERNITY LEAVE
ARTICLE 28	FAMILY MEDICAL LEAVE
ARTICLE 29	SEVERANCE PAY – ATTENDANCE AWARD, ETC.

THE FOP'S PROPOSALS FOR THE ABOVE ARE AS FOLLOWS:

ARTICLE 8

SALARIES

Section 8.1 Wages and monetary benefits shall be established by the Common Council. 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 by March 1, 2003.

Section 8.2 The salaries of police officers have been established by ordinance action of the City's Common Council for the year 2000. The salary wage schedule below shall be in force during this contract period:

Number of Personnel	Position	YEAR 2000		
		Grade	Hourly	Yearly
2	Lieutenant	VI	18.48	38,428.00
12	Sergeant	V	18.21	37,882.00

8	Corporal	IV	18.00	37,440.00
17	Master Patrolman	III	17.73	36,868.00
13	Patrol Officer 1 st Class	II	16.54	34,398.00
52	Total number of sworn personnel based on current staffing			

YEAR 2001

Number of Personnel	Position	Grade	Hourly	Yearly
2	Lieutenant	VI	19.03	39,580.84
12	Sergeant	V	18.76	39,018.46
8	Corporal	IV	18.54	38,563.20
17	Master Patrolman	III	18.26	37,974.04
13	Patrol Officer 1 st Class	II	17.03	35,429.94
52	Total number of sworn personnel based on current staffing			

YEAR 2002

Number of Personnel	Position	Grade	Hourly	Yearly
2	Lieutenant	VI	20.74	43,143.12
12	Sergeant	V	20.07	41,749.75
8	Corporal	IV	19.47	40,491.36
17	Master Patrolman	III	18.80	39,113.26
13	Patrol Officer 1 st Class	II	17.54	36,492.84
52	Total number of sworn personnel based on current staffing			

YEAR 2003

Number of Personnel	Position	Grade	Hourly	Yearly
2	Lieutenant	VI	22.61	47,026.00
12	Sergeant	V	21.48	44,672.23
8	Corporal	IV	20.44	42,515.93
17	Master Patrolman	III	19.37	40,286.66
13	Patrol Officer 1 st Class	II	18.07	37,587.63

Section 8.3 An increase in sworn personnel will automatically qualify the employee as covered under the terms and contents of this agreement.

Section 8.4 All employees shall be paid their base salary as set forth by ordinance each 14 day period.

ARTICLE 9

PAID OVERTIME CALL OUT MINIMUM COMPENSATORY TIME – A/O – ACCRUED OVERTIME AWARD TIME

Section 9.1 Regular duty time, accrued overtime (A/O), vacation, sick leave, and emergency leave time shall count towards the calculation of paid overtime.

Section 9.2 Overtime is determined by the number of hours worked in a fourteen (14) day period, which begins the day after alternate pay periods and encompasses one (1) pay period. Employees are scheduled to work 80 hours in a pay period.

Section 9.3 Employees assigned to special details funded with state or federal money shall be paid at an hourly rate equal to one and one-half (1 ½) times the employee's regular rate of pay (which shall include longevity and base pay), irrespective of the number of hours worked in the 14 day pay period.

Section 9.4 Employees shall receive overtime for all time worked in excess of eight (8) hours per workday, or when required to work during a scheduled day off. When an employee is required to work overtime, such employee shall be paid for the actual time worked at an hourly rate equal to one and one-half (1 1/2) times the employee's regular rate of pay. The regular hourly rate shall include longevity and base pay.

Section 9.5 Overtime shall be recorded in one-quarter hour increments.

Section 9.6 Employees who are called out (paged) shall be compensated for a minimum of two (2) hours overtime and shall be paid their respective overtime rate.

Section 9.7 At the employee's request, an employee may receive A/O time equal to one and one-half (1 1/2) times the hours actually worked in lieu of pay.

Section 9.8 Any time less than one (1) hour that an employee works in excess of their regularly scheduled eight-hour workday shall be credited as A/O time. A/O time accrued by employees in a year (January 1st to December 31st), shall be given back to the employee in the following year as accrued overtime (A/O) days which shall be requested and scheduled separately from vacation requests.

Section 9.9 The City may require employees to work overtime as deemed necessary to meet operational demands of the Police Department. The City shall make a reasonable effort to make overtime opportunities available on an equal basis to employees. Overtime opportunities shall be offered based on seniority in accordance with the following procedures:

- Shall first be offered in accordance with seniority to police officers on the previous shift who are currently working to determine if they desire to work over.

- If no one on the previous shift desires to work over, the overtime opportunity shall be offered to officers on the following shift in accordance with seniority.
- If no one on either the previous or following shifts desires to work the overtime, it shall be offered in accordance with seniority on a department wide basis to those employees not previously asked.

Section 9.10 Employees may accrue Award Time for time spent while off duty cleaning vehicles and/or maintaining equipment and uniforms. Award Time shall be given back to the employee in the following year as accrued overtime (A/O) days, which shall be requested and scheduled separately from vacation requests. Employees may accrue Award Time on the following basis:

- Two (2) hours for monthly inspections
- Eight (8) hours for annual inspection

Section 9.11 Employees requesting to be compensated for overtime shall be responsible to properly submit claim forms and adhere to the procedure for claiming overtime pursuant to existing Rules and Regulations of the Portage Police Department.

Section 9.12 All compensatory time shall be taken at the discretion of the employee with the approval of the Turn Supervisor/Division Commander, pursuant to regulations adopted to prevent undue hardship on the department.

Section 9.13 Compensatory time may be taken when four (4) or more uniformed officers are on duty on the day shift and five (5) or more uniformed officers are on duty on the midnight or afternoon shifts.

ARTICLE 10

COURT AND DEPARTMENTAL 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.

Section 10.2 Court-time pay shall be paid at the employee's overtime rate of pay equal to one and one-half (1 ½) the employee's regular rate of pay including longevity.

Section 10.3 At the employee's request, an employee may receive A/O time equal to one and one-half (1 1/2) times the hours actually worked in lieu of pay.

Section 10.4 In addition to any other item of compensation, employees shall receive a minimum of two (2) hours of court-time pay (or A/O time off) when appearing during off duty hours. Overtime shall begin from the time the employee leaves his residence to appear and continue in effect until such employee returns home or reports to his regularly scheduled duty assignment.

Section 10.5 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 (1-1/2) times the employee's regular rate of pay. Each employee who reports for Departmental Meetings shall be paid for no less than three (3) hours at the overtime rate unless such overtime is worked within three hours immediately before or immediately after the employee's scheduled shift, in which case the employee shall be paid only for the actual time worked. At the employee's request, the employee may receive A/O time off in lieu of pay.

Section 10.6 Employees requesting to be compensated or receive A/O time for overtime worked shall be responsible to properly submit claim forms and adhere to the procedure for claiming overtime pursuant to existing Rules and Regulations of the Portage Police Department.

ARTICLE 11

LONGEVITY PAY

Section 11.1 Employees shall receive additional compensation in recognition of cumulative service with the City of Portage 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 Month
3	\$ 20.00
8	\$ 30.00
13	\$ 40.00
18	\$ 50.00

ARTICLE 12

SPECIAL INCENTIVE PAY

Section 12.1 Special Incentive Pay will be provided to officers who are performing the following duties:

- Field Training Officers
- Tactical/Swat Unit
- K-9
- Polygraph Operators
- Breathalyzer Operators
- Accident Investigators
- Arson Investigators
- Firearms Instructor
- EVOC Instructor

Section 12.2 The amount of Incentive Pay will be fifty (\$50.00) dollars per month per Specialty.

Section 12.3 No employee will be entitled to receive more than two Special Incentive Pays.

ARTICLE 14

TUITION REIMBURSEMENT PROGRAM

Section 14.1 The City will establish a Tuition Reimbursement Program to provide an incentive for current employees covered under this agreement 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 14.2 Employees must be classified as permanent members of the Portage Police 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 14.3 An eligible employee shall be reimbursed tuition fees and required book fees after successful completion of the course(s) and presentation of written documentation pertaining to the course(s) taken.

Section 14.4 If an employee voluntarily leaves employment with the City within twelve (12) months of receiving a Tuition Reimbursement, the employee will be required to reimburse the City fifty percent (50%) of the amount previously received.

ARTICLE 15

PAY DAYS

Section 15.1 All employees shall be paid bi-weekly, every other Friday.

Section 15.2 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. Special Incentive Pay shall be disbursed monthly.
- C. Overtime shall be paid with the next payday immediately following the time when the overtime was earned.
- D. The Annual Clothing Allowance shall be paid in two installments, once in June and once in December and be included on the employee's regular paycheck.

Section 15.3 Errors made in an employee's pay shall be corrected on the next pay period after the error has been discovered.

ARTICLE 16

HEALTH AND LIFE INSURANCE

Section 16.1 The City shall continue to provide the existing City of Portage Employee Medical Benefit Plan in effect as defined in certificate and contract language issued by CCN Inc, d/b/a VHA Tri-State - Group Code CP LOC 100.

Section 16.2 The City shall continue to provide the existing Prescription Coverage Plan in effect as defined in certificate and contract language issued by WHP Health Initiatives.

Section 16.3 The City shall continue to provide optional dental coverage in effect as defined in certificate and contract language issued by The Guardian Group Dental Plan No. G-305925.

Section 16.4 The City agrees to provide health and prescription insurance coverage for employees and their eligible dependents at the monthly premium of \$1.00.

Section 16.5 Retired employees shall be entitled to the same medical coverage as active employees covered by the City of Portage Employee Medical and Benefit Plans. The monthly premium for coverage shall be \$240.00 for the family plan and \$190.00 for the single plan.

Section 16.6 No changes in benefits or monthly premiums can be made without the mutual consent of both parties to this agreement.

Section 16.7 The City shall maintain for each active employee a life insurance policy providing for coverage of \$15,000.00.

ARTICLE 17

HOLIDAYS COMPENSATION FOR HOLIDAY WORKED

Section 17.1 The City recognizes the following days as holidays for sworn employees of the Portage Police Department:

- | | |
|---------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. President's Day | 7. Veteran's Day |
| * 3. Easter | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Christmas Day |
| 5. Independence Day | |

Section 17.2 Employees will be granted time off with pay for the specified holidays unless required to be on duty.

Section 17.3 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 17.4 The procedure for working or receiving the holiday off will be pursuant to the existing Rules and Policies of the Portage Police Department.

Section 17.5 Whenever a holiday falls on the scheduled day off of an employee, he shall receive eight (8) hours of pay at straight-time which shall include longevity and base pay.

Section 17.6 Employees who are required to work on a recognized holiday shall be paid for actual time worked at an hourly rate equal to two and one-half (2 ½) times the employee's regular rate of pay which shall include longevity and base pay.

Section 17.7 Holidays will not be charged as a vacation day for employees who are on vacation during the holiday.

ARTICLE 18

VACATION

Section 18.1 Employees shall be eligible for vacation time with full pay at their regular rate of compensation based on length of continuous service with the City and in accordance with the following schedule:

Completion of	Number of Work Days
One (1) year	5
Two (2) years	10

Four (4) years	15
Eight (8) years	20
Thirteen (13) years	25

Accrued on the basis of the employees' anniversary year.

Section 18.2 Vacation must be taken during the calendar year on the basis of the employees' accrual. Vacation time is not cumulative and must be taken in the year the employee is eligible to receive it.

Section 18.3 As used herein, a "day" means a normally scheduled work shift consisting of eight (8) hours, which falls within a single twenty-four hour period.

Section 18.4 Vacation Selection Process:

- a) Selections shall be made on each turn's Master Vacation Schedule, which shall be posted by January 1 of each year for the current year. The Master Vacation Schedules shall indicate the number of vacation and A/O days each employee is entitled to for the year.
- b) All vacation requests will be considered on the basis of rank and seniority.
- c) All requests for vacation time shall be submitted in writing to the employee's respective turn supervisor pursuant to existing Rules and Regulations of the Portage Police Department.
- d) Vacation requests shall be submitted on a two (2) round basis in blocks of at least five (5) consecutive days. Splitting the five (5) day vacation request before and after regularly scheduled days off will not be considered as five (5) consecutive days.
- e) First round vacation requests shall be submitted no later than January 31st as follows:
 - Employees entitled to 25 vacation days may schedule up to a maximum of 15 days.
 - Employees entitled to 20 vacation days may schedule up to a maximum of 10 days.
 - Employees entitled to 15 vacation days may schedule up to a maximum of 10 days.
 - Employees entitled to 10 vacation days may schedule up to a maximum of 10 days.
 - Employees entitled to 5 vacation days may schedule up to a maximum of 5 days.
- f) Second round vacation requests shall be submitted no later than February 28th and shall be inclusive of all remaining vacation days the employee is entitled to.
- g) Employees will have three (3) days to make their selections. Employees who do not select in their allotted time period will not be allowed to select until all other employees on their shift have selected. Vacation requests will then be considered on a first come, first serve basis.
- h) Selections will be made within each individual turn and/or Division.

Section 18.5 As of January 1 of each calendar year, employees will be eligible for the number of vacation days associated with their years of service.

Section 18.6 Vacation changes must be submitted in writing and approved by the Division Commander or his/her designee.

Section 18.7 The City will endeavor to grant all requests for vacation whenever the requests are in accordance with this Agreement and the Rules and Regulations that have been or may be adopted to implement this Agreement. The City reserves the right to deny any and all requests whenever, in the opinion of the City, such action may be necessary in order to maintain minimum staffing levels the City believes is proper to provide for the economical and efficient operation of the Police Department or to respond to emergencies.

ARTICLE 19

PERFECT ATTENDANCE INCENTIVE

Section 19.1 Employees shall be awarded for perfect attendance. Perfect attendance is defined as an employee working their scheduled shifts during a twelve-month period.

- A. This includes periods of authorized leaves of absences and while an employee is off due to an on duty/sick injury leave.
- B. Excluded are 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.

Section 19.2 An employee who has earned the Perfect Attendance Incentive shall receive two (2) days (16 hours) of their regular rate of pay, which shall be paid to the employee on the payday following satisfactory completion of the perfect attendance.

Section 19.3 In lieu of pay, an employee may elect to 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 20

BEREAVEMENT LEAVE

Section 20.1 In the event of death in an employee's immediate family, the employee shall be granted up to three (3) days of bereavement leave with pay.

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

Spouse	Mother	Father
Sister	Brother	Child
Grandparent	Mother in Law	Father-in-Law
Grandchild	Stepchild	
Brother-in-Law	Sister-in-Law	

Section 20.2 Additional bereavement leave may be granted at the discretion of the Chief of Police or his/her designee.

ARTICLE 21

MILITARY LEAVE

Section 21.1 Employees who are members of the Indiana National Guard, reserve components, retired personnel of the naval, air or ground forces, or a reserve member of the armed forces of the United

States, are entitled to military leaves of absence for consecutive or non-consecutive periods not to exceed a total of fifteen (15) days in any calendar year. Military leaves shall be in addition to any regular vacation and without loss of pay for such time as employees are:

1. On state active duty;
2. On training duties of the State of Indiana;
3. Members of any reserve component under order of the reserve component;
4. On temporary military training duties of the United States Armed forces under orders from the Department of Transportation.

Section 21.2 The employee may be required to provide evidence of the dates of departure and satisfactory completion of such training.

ARTICLE 22

DEPARTMENT SICK LEAVE LIMITED DUTY ASSIGNMENT

Section 22.1 The purpose of this program is to provide salary continuation for employees who are physically sick or injured to the extent that their performance would be restricted or would jeopardize the health of others with whom they would come into contact with. This includes mental illness and surgical procedures performed at the election of the employee as well as disease and non-duty related injury.

Section 22.2 Employees shall be granted a maximum of thirty (30) sick leave days each calendar year for absences due to sickness or other physical disability. The calendar year is from January 1st to and including December 31st. Sick Leave Days are not cumulative.

Section 22.3 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. The duration of the limited duty status and/or assignment shall be at the discretion of the Chief of Police.

Section 22.4 Additional sick leave may be granted at the discretion of the Board of Public Works and Safety upon written request of the employee and receipt of a written statement from the employee's physician. Prior to the request, the employee must have exhausted all sick and vacation time accrued.

Section 22.5 Notification of Sick Leave commencement and expected duration should be made to the Chief of Police.

Section 22.6 To determine eligibility for Sick Leave, a statement from the employee's attending physician is required. The Chief of Police may have the physician's report evaluated at his discretion by a physician who will certify the continuance of the disability or recommend a return to work.

Section 22.7 If a disagreement exists between the employee's and the City's doctors, a third doctor, to be a licensed physician, and to be agreed upon by both the employee and the City, will examine the employee and the report of the third doctor shall be final. The cost of the third examination shall be paid by the City.

Section 22.8 If an employee refuses to participate in the verification process, Sick Leave benefits shall terminate upon formal notification by the City.

Section 22.9 Each employee reporting off sick shall adhere to the existing Rules and Policies of the Portage Police Department. 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 22.10 Employees who report off due to illness or injury for three (3) or more consecutive days shall submit a physician's statement and medical release to the Chief of Police upon return to work. If extenuating circumstances prevent an employee from obtaining a medical release from their physician, the employee's immediate supervisor may certify the employee's return to duty 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.

ARTICLE 23

WORK RELATED INJURY LEAVE LIMITED DUTY ASSIGNMENT

Section 23.1 If an employee is injured while performing his or her assigned duties and such injury arises out of and occurs in the course of the employee's employment with the City and is certified by a licensed physician or chiropractor as being unable to work, the employee shall receive, while on a disability leave, for a period not to exceed 52 weeks from the date of such injury, an amount of compensation equivalent to his or her full salary. Any Workers Compensation benefits received by the employee shall be turned over to the City.

Section 23.2 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. The duration of the limited duty status and/or assignment shall be at the discretion of the Chief of Police.

Section 23.3 If during three (3) calendar years following the original date of a disabling injury, the disability re-occurs (as certified by a licensed physician) the injured employee shall be compensated as described in paragraph 23.1 for such period or periods associated with the same injury.

Section 23.4 Any employee who may be eligible to participate in the benefits of the Workers Compensation Insurance shall apply for such benefits as may be available and be payable from such fund if a disability will be one of long-term duration. Long-term shall be defined for the purposes of this Agreement to mean a disability in excess of (6) months in duration. Workers Compensation payments shall be supplemented to bring them to a level of the employee's pay at the time of disability for a maximum of 52 weeks.

Section 23.5 An employee shall be retained on active duty with full pay and benefits until a final disability determination has been rendered by the 1977 Police Officers' and Firefighters' Pension and Disability PERF Board.

Section 23.6 A medical examination and report, along with follow-up "interim" reports shall be required to determine eligibility for Work Related Injury Leave and for the continuance of said leave. Interim reports shall be issued in 2-4 week intervals during the period of the disability leave. The doctor's reports shall contain a statement of the nature of the disability. At any time during a work related injury leave, the City may require the employee to be examined by a doctor of the City's choice, paid for by the City. If a disagreement exists between the employee's and the City's doctors, a third doctor, to be a licensed physician, and to be agreed upon by both the employee and the City, will examine the employee and the report of the third doctor shall be final. The cost of the third examination shall be paid by the City.

Section 23.7 All work-related injuries or illness shall be reported to the Police Chief or shift supervisor within 24 hours after the employee first becomes aware of the injury or illness, or reactivation of such

illness or injury. Willfully concealing information of such an injury or illness may constitute a waiver of the employee's rights under this Article.

Section 23.8 Following disability from illness or injury, the employee shall provide the City twenty-four (24) hours advance notice of his intent to return to work and shall supply certification from the attending physician stating the employee is permitted to return to regular work assignments, subject to review by the City's doctor.

Section 23.9 Whenever an employee is relieved from duty by a shift supervisor because of a on duty injury or disability, he shall be paid for the remaining hours of that shift and such time shall not be charged to leave of any kind.

ARTICLE 24

AUTHORIZED LEAVES OF ABSENCE WITH PAY

Section 24.1 A leave of absence with pay shall be granted to any employee for emergency reasons of great personal urgency involving serious illness or death in the employee's family or close personal acquaintance, which in the opinion of the Chief of Police constitutes a valid emergency requirement pursuant to existing Portage Police Department Rules and Regulations.

Section 24.2 Emergency leave shall generally be limited to three (3) working days but may be extended at the discretion of the Chief of Police when valid circumstances require additional time.

Section 24.3 Additional leave with pay may be granted to settle the affairs of a deceased member of the employee's family other than that time provided as Bereavement Leave. The Chief of Police must approve the leave.

ARTICLE 25

LEAVES OF ABSENCE WITHOUT PAY

Section 25.1 Employees may be granted Leave of Absence in accordance with the procedure and requirements set forth in existing Portage Police Departmental Rules and Regulations and IC 36-8-5-2.

ARTICLE 26

ADMINISTRATIVE LEAVE

Section 26.1 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 26.2 Employees placed on Administrative Leave shall receive full pay with benefits during the leave.

ARTICLE 27

MATERNITY LEAVE

Section 27.1 It shall be the employee's responsibility to notify the Chief of Police in writing once pregnancy has been verified by the employee's physician.

Section 27.2 The employee will be required to submit a physician's report to the Chief of Police on a monthly basis indicating the employee's capability of continuing with normal duties while in the pregnancy stage. Employees will be allowed to work through their pregnancy unless their condition prevents them from doing so. The employee may be placed on a limited duty status or a temporary reassignment of duty at the discretion of the Chief of Police during this period.

Section 27.3 An employee with at least one (1) year of service with the City shall receive a maternity leave of twelve (12) weeks duration without pay and without loss of seniority or benefits provided that the employee has exhausted all vacation, sick and other accumulated leaves available.

Section 27.4 A written request for maternity leave must be forwarded to the Chief of Police and be accompanied by medical documentation.

Section 27.5 During maternity leave an employee may be eligible to apply for disability benefits provided through the 1977 Police Officers' and Firefighters' Pension and Disability Fund in accordance with the procedure and requirements set forth in IC 36-8-8-1 et seq.

Section 27.6 Prior to the expiration of the employee's twelve week maternity leave, they must submit a letter to the Chief of Police, copied to the Board of Public Works and Safety, indicating their intention of continued employment.

ARTICLE 28

FAMILY AND MEDICAL LEAVE FMLA LEAVE

Section 28.1 Family Medical Leave of Absence (FMLA Leave) is available to employees who have been employed by the City for at least one (1) year prior to the date on which FMLA Leave is to commence and who have worked at least 1,250 hours during the twelve (12) months immediately preceding the date on which FMLA Leave is to commence.

Section 28.2 Employees may be granted unpaid leaves of absence for personal reasons, excluding working or seeking to secure work elsewhere. Authorization to take a personal leave must be obtained from the Chief of Police. Personal leaves must be for at least five (5) days but may not exceed thirty (30) days. Unpaid personal leaves will be granted after the employee has exhausted all available vacation, sick and other accumulated leaves available.

Section 28.3 Eligible employees may be entitled to unpaid personal leave of up to twelve (12) weeks during a twelve (12) month period for certain family and medical reasons. The twelve (12) month period for purposes of the Family and Medical Leave Act of 1993 (FMLA) shall be a rolling 12-month period measured backward from the date an eligible employee uses any FMLA leave. Unpaid leave will be considered by the City after accumulated paid leave of the Employee has been utilized to the extent it is available for the twelve-week period.

Section 28.4 Reasons for Taking Leave: Unpaid leave must be granted for any of the following reasons:

- A. To care for the Employee's child after birth, or placement for adoption of foster care;
 - 1. FMLA may be taken prior to the actual birth or placement as circumstances may require.

2. Entitlement to FMLA Leave expires twelve (12) months after the birth or placement.
 3. If both parents of a child are City employees, they shall be entitled to a combined total of twelve (12) weeks FMLA.
- B. To care for the Employee's spouse, son or daughter, or parent, who has a serious health condition;
or
- C. For a serious health condition which makes the Employee unable to perform their job.

Section 28.5 Advance Notice and Medical Certification: The Employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if the following requirements are not met:

- A. The Employee must provide thirty (30) days advance notice when the leave is foreseeable.
- B. Medical certification may be required to support a request for leave because of a serious health condition, and may require second or third opinions (at the City's expense) and a fitness for duty report to return to work.

Section 28.6 Job Benefits and Protection: During the use of personal leave for family or medical reasons, the Employee will retain the following rights:

- A. The City will maintain the Employee's health coverage.
- B. Upon return from leave, an employee will be restored to their original position with equivalent pay, benefits, and other employment terms.
- C. The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave, such as seniority or time earned towards vacation accrual.
- D. Sick leave benefits shall not accrue during FMLA Leave. Any vacation leave that accrues during FMLA Leave shall be taken as part of the approved FMLA Leave.
- E. Employees have no greater right to restoration or continuation of benefits than if the employee had been continuously employed during the FMLA Leave.

Section 28.7 City's Responsibilities:

- A. During the use of personal leave for family or medical reasons, the City agrees not to interfere with, restrain, or deny the exercise of any right provided under the Family Medical Leave Act (FMLA) of 1993.
- B. The City will not discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.
- C. If an employee fails to return to work after the employee's FMLA Leave has expired, the City may recover health insurance premiums it paid for maintaining the employee's health insurance during any period of unpaid FMLA Leave.

Section 28.8 Enforcement of these provisions is subject to the standard grievance and arbitration process of this agreement, but upon its conclusion, does not bar the investigation and resolution of complaints authorized by the U.S. Department of Labor, or the proper bringing of a civil action by an eligible employee.

Section 28.9 The FMLA Leave is subject to and is to be interpreted consistent with applicable Portage Police Department Standard Operating Procedures, Rules and Regulations and 29 CFR Part 825.

Section 28.10 A request for leave of absences for sickness, disability or for sabbatical purposes as addressed in Indiana Code 36-8-5-2 et. seq. shall not be affected by the terms of this Article. Past practices and procedures governing the State Statute shall continue in full force and effect.

**ARTICLE 29
SEVERANCE PAY
ATTENDANCE AWARD
DUTY WEAPON AND BADGE**

Section 29.1 In the event that an employee separates, retires, or dies; the employee shall be compensated at their current rate of pay for all unused and earned vacation, holidays, overtime and A/O time. An employee shall also be eligible to receive a pro rated Clothing Allowance calculated upon the date of separation. Vacation accrual for the following calendar year shall be calculated on a prorated basis. The prorated payment shall be at the rate of one-twelfth (1/12) of the full vacation allotment for each full month worked in the calendar year up to the date of separation. The prorated application does not apply to an employee who has been employed for a period of less than one year. In the case of death, payment shall be paid to the employee's spouse or their estate.

Section 29.2 Employees retiring with at least (20) twenty years of service and upon submission and approval of Application for Pension Benefits to the Portage Police Department Pension Board of Trustees, shall receive payment for up to thirty (30) working days Attendance Award to be used immediately prior to the effective date of retirement from the Portage Police Department. Attendance Award shall be computed in the following manner:

- Employees shall be awarded twelve (12) hours of paid leave for each year the employee works for the Portage Police Department in which he did not accumulate more than five (5) days of sick time in any year, to a maximum of twenty (20) years.
- The leave shall be cumulative and may not be taken until all vacation leave is exhausted.
- The Attendance Award shall be in payment to the employee when the employee retires from the Portage Police Department.
- The amount of the Attendance Award payment shall be the number of hours awarded multiplied by the retiring employee's hourly rate of pay.

Section 29.3 Employees who retire after at least twenty (20) years of service shall be presented with their Portage Police Department badge and retirement credentials. The employee will also be awarded their duty weapon.