

**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.

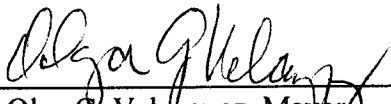
5. If the City of Portage negotiates a larger raise than two percent (2%) with either the International Association of Firefighters Portage Firefighters Local 3151, AFL-CIO or the International Union of Operating Engineers, Local 150, Public Employees Division, the City of Portage agrees to match the 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.

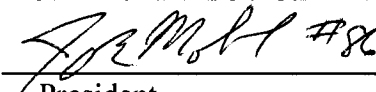
7. All other provisions of the Agreement not specifically amended herein shall remain in full force and effect.

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

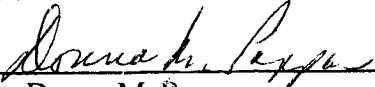
CITY OF PORTAGE, INDIANA


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;

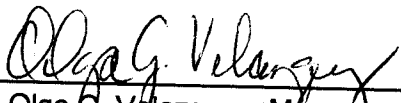
NOW THEREFORE, the parties agree as follows:

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