

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150,
PORTAGE POLICE DEPARTMENT**

AND

CITY OF PORTAGE, INDIANA

January 1, 2021 through December 31, 2021

Table of Contents

PAGE

ARTICLE I. RECOGNITION.....	1
Section 1.1	1
Section 1.2	1
Section 1.3	1
Section 1.4	1
Section 1.5.....	2
ARTICLE II. UNION RIGHTS	2
Section 2.1 Union Activity During Working Hours	2
Section 2.2 Union Bulletin Boards	2
ARTICLE III. UNION SHOP	3
Section 3.1 Union Membership	3
Section 3.2 Dues Checkoff	3
ARTICLE IV. HOURS OF WORK.....	3
Section 4.1 Workday and Workweek	3
Section 4.2 Lunch/Rest Periods	4
Section 4.3 Meal Allowance	4
Section 4.4 Overtime Compensation	4
Section 4.5 Court Time	5
Section 4.6 Administrative Leave	5
Section 4.7 Job Related Physician Visits	5
Section 4.8 Personnel Assignments – Voluntary Shift Trades	5
ARTICLE V. SENIORITY	6
ARTICLE VI. PERSONNEL FILES	6
ARTICLE VII. PAY DAYS	6
ARTICLE VIII. DISCIPLINARY PROCEDURES.....	7
ARTICLE IX. GRIEVANCE PROCEDURE	7
Section 9.1 Definitions.....	7
Section 9.2 Grievance Process.....	7
Section 9.3 Grievance Forms.....	9
Section 9.4 Union Stewards.....	9
ARTICLE X. HOLIDAYS.....	9
Section 10.1 General Information.....	9
Section 10.2 Specific Applications	9
Section 10.3 Holiday Pay.....	9
ARTICLE XI. PERSONAL DAYS.....	10
ARTICLE XII. PERFECT ATTENDANCE INCENTIVE	10
ARTICLE XIII. VACATIONS	10
Section 13.1 Vacation Accrual	10
Section 13.2 Vacation Usage	11
Section 13.3 Vacation Buy Back	11
Section 13.4 Accumulated Vacation at Separation.....	11
Section 13.5 Duty Related Injury, Illness or Disease	11
Section 13.6 Sick Leave.....	11

Section 13.7 Limited Duty	12
Section 13.8 Pension Benefit at Retirement	12
Section 13.9 Major Illness Days	12
ARTICLE XIV. LEAVE OF ABSENCE.....	13
Section 14.1 Discretionary Leaves of Absence	13
Section 14.2 Funeral Leave.....	13
Section 14.3 Family and Medical Leave.....	14
Section 14.4 Jury/Witness Duty Leave	14
Section 14.5 Military Leave.....	14
ARTICLE XV. INSURANCE	14
Section 15.1 Health Insurance	14
Section 15.2 Life Insurance	15
ARTICLE XVI. TRAINING & EDUCATIONAL INCENTIVES.....	15
Section 16.1 Training Compensation.....	15
ARTICLE XVII. SAFETY	15
Section 17.1 Compliance With Laws.....	15
Section 17.2 Unsafe Conditions.....	15
ARTICLE XVIII. LABOR-MANAGEMENT MEETINGS	15
Section 18.1 Labor-Management Conferences	15
Section 18.2 Purpose.....	16
ARTICLE XIX. CLOTHING, GLASSES AND TAKE-HOME SQUAD CARS.....	16
Section 19.1 Clothing Allowance	16
Section 19.2 Protective Clothing	16
Section 19.3 Prescription Glasses	16
Section 19.4 Take-Home Squad Cars	16
ARTICLE XX. NON-DISCRIMINATION/STRIKE/LOCKOUT	17
Section 20.1 Prohibition Against Discrimination	17
Section 20.2 No Strike	17
Section 20.3 No Lockout	17
ARTICLE XXII. BARGAINING RIGHTS	17
Section 21.1 Union Rights	17
Section 21.2 Management Rights	17
ARTICLE XXI. WAGES	17
Section 22.1 Wage Rates	17
Section 22.2 Longevity Pay	18
Section 22.3 Canine Officer Compensation.....	18
Section 22.4 Signing Bonus.....	18
ARTICLE XXIII. SAVINGS CLAUSE.....	18

ARTICLE XXIV. EVERGREEN CLAUSE18
ARTICLE XXV. OTHER AGREEMENT INCORPORATED BY REFERENCE19

PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees of the Portage Police Departments covered under the terms of this agreement, to promote the quality and continuance of public service, to achieve full recognition for the value of these employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the City of Portage, Indiana, (hereinafter referred to as the “Employer”) and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the “Union”), on behalf of certain employees described in Article I.

ARTICLE I RECOGNITION

SECTION 1.1

This Agreement is entered into by and between the City of Portage (“Employer” or “City”) and the International Union of Operating Engineers, Local 150, AFL-CIO. The general purpose of this Agreement is to set forth the salary and benefit structure applicable to certain sworn Police Department employees, as defined below, employed by the City 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 bargaining representative for all sworn Police Department employees (“employees”), except for the ranks of Chief, Assistant Chief, Major 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 in this Agreement. Newly hired officers will not be eligible to grieve discipline or discharge until successful completion of their one (1) year probationary period.

Union Representatives, Employee Rights, Health and Safety

SECTION 1.3

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 1.4

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 1.5

Employees shall perform only those duties directly related with Law Enforcement responsibilities. Employees shall be responsible for general upkeep and cleanliness of their uniform, weapons and vehicle. Additionally, designated Officers will be allowed to install and repair certain equipment on the squad cars (i.e. lights, sirens, radios and computers). Other maintenance such as mechanical or body work will be performed by the Portage Street Department or designated auto repair facility. 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:

The City will develop occupational health and safety guidelines and provide necessary training consistent with these guidelines and appropriate legislation.

The reporting of any health and safety concerns to any supervisor, in an effort to make the City aware of hazardous conditions in a timely fashion.

The City will make a good-faith effort to respond to hazardous conditions.

The City shall maintain its equipment in a safe operating condition.

The City shall furnish protective devices and follow all manufactures recommendations of equipment to properly safeguard the health and safety of employees and protect them from injury.

The City shall not force any officer to have a civilian passenger except interns.

ARTICLE II UNION RIGHTS

SECTION 2.1 UNION ACTIVITY DURING WORKING HOURS

Union activities within Employer facilities shall be restricted to administering this Agreement. The Stewards or his/her designees shall ask for and obtain permission before leaving his/her job in order to conduct Union business and will report back to duty at the completion of Union business. The Stewards or his/her designees will ask for and obtain permission and such permission shall not be unreasonably denied by the Chief of Police, and/or his/her designee(s), to any employee with whom he/she wishes to carry on Union business.

Authorized agents of the Union shall have access to the Employer's establishment, during normal working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule. Union agents will check in before entering the station.

SECTION 2.2 UNION BULLETIN BOARDS

The Employer shall provide a Union bulletin board at the Police Department. The board shall be for the sole and exclusive use of the Union.

ARTICLE III UNION SHOP

SECTION 3.1 UNION MEMBERSHIP

Employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the cost of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to that fair share payment shall be deducted by the Employer from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is/are made by the Employer with a listing of the employee and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

SECTION 3.2 DUES CHECKOFF

Upon receipt of a written check off authorization form from an employee, the Employer agrees to deduct from each bi-weekly paycheck the applicable fees and monthly dues uniformly required for obtaining and maintaining membership in the Union from the pay of each employee covered by this Agreement and shall remit the same to the Union, at the end of each month, together with an itemized statement of such deductions. No deductions shall be made which are prohibited by applicable law. Payments, accompanied by monthly reports on forms provided shall be submitted to the Midwest Operating Engineers Fringe Benefit Fund, 6200 Joliet Road, Countryside, Illinois 60525. Report forms will be provided to the City of Portage Clerk-Treasurer’s Office, 6070 Central Avenue, Portage, Indiana 46368. The Union agrees to indemnify and hold harmless the Employer, from any claim, suit, cause of action, or otherwise as regards the Dues Deduction established by this Section.

**ARTICLE IV
HOURS OF WORK**

SECTION 4.1 WORKDAY AND WORKWEEK

The Patrol Division shall work a four (4) on, two (2) off schedule that shall consist of an eight and one-half (8.5) hour work day. The Patrol Division work day shall be broken down into three (3) separate shifts:

Day’s	0630-1500
Afternoon’s	1430-2300
Midnight’s	2230-0700

Additionally, the Duty Supervisor shall have the latitude to have his/her Officer(s) work a staggered start time (starting/ending 30 minutes earlier to allow off-going turn to have calls covered toward the end of a shift).

The Detective Bureau shall work a four (4) day, ten (10) hour schedule. The first crew shall work a Monday through Thursday schedule and the second crew will work a Tuesday through Friday schedule. The ~~Detective Captain-Officer~~ commanding the detective bureau will determine the start time for his division.

Officers not assigned to Patrol or Detective Bureau (i.e., Public Information Officer) shall work a Monday through Friday eight (8) hour day, unless otherwise mandated by the Chief of Police.

Any assigned Task Force Officer (i.e., Porter County Drug Task Force, Drug Enforcement Agency Task Force) shall work the hours consistent with the operational hours of the respective Task Force.

All Employer mandated schedule changes to yearly ~~Turn~~-Assignments will be given a thirty (30) day advance notice. This does not preclude Officers from agreeing to work a voluntary schedule change within the thirty (30) day period.

This Section does not preclude a schedule adjustment for training or designated schools.

SECTION 4.2 LUNCH/REST PERIODS

Lunch and Breaks shall be according to Department Policy 3.18.

SECTION 4.3 MEAL ALLOWANCE

An employee who is required to travel overnight for department-related business or training shall receive a travel expense per diem according to the GSA Per Diem program. Each night's stay shall constitute one (1) day of travel. The Employer shall provide direct reimbursement for other extended travel for training of six (6) hours or longer that does not require an overnight stay.

SECTION 4.4 OVERTIME COMPENSATION

The compensation paid to employees for overtime work shall be as follows:

(A) A bargaining unit employee shall be paid at one and one-half (1 1/2) his/her regular hourly rate of pay when required to work in excess of his/her regularly scheduled normal work day or 40 hours per week or comp time at an equal value, at the employee's discretion, as defined in Section 4.1 of this Article.

(B) For the purposes of computing overtime compensation, the only time that will not count as hours worked is suspension time.

(C) When employees are called for overtime work either before or after their regular shift, they shall be paid for at least ~~two (2)~~ three (3) hours at the applicable rate of overtime pay when employees are called in for overtime.

(D) The only Officer required to be "on-call" is the designated weekly "on-call" Detective who shall receive a day back for each week he/she is on-call.

~~(E) When a state of emergency or a limited City employee work day is declared by the Governor, City of Portage Mayor, or Designee, the employee's who are working on their regular shifts shall be will be compensated at the applicable rate of overtime pay for the entirety of their shift.~~

SECTION 4.5 COURT TIME

(A) Employees shall receive court time pay 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 an 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.

(B) Court-time pay shall be ~~paid~~ compensated at the employee's overtime rate of pay equal to one and one-half (1 1/2) the employee's regular rate of pay, including longevity.

(C) Employees shall be compensated a minimum of one (1) hour for a court appearance if not notified of the cancellation prior to their arrival.

SECTION 4.6 ADMINISTRATIVE LEAVE

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.

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

SECTION 4.7 JOB-RELATED PHYSICIAN VISITS

After returning to work, employees suffering injuries or illnesses due to job-related activities shall be paid at their regular rate of pay for all time lost from work while receiving medical treatment and examination and such employees shall be provided with the necessary transportation, if available, to and from the treatment provider's office when such employee is working his/her normal scheduled shift, at no cost to the employee. These visits shall be scheduled during working hours if possible.

SECTION 4.8 PERSONNEL ASSIGNMENTS-VOLUNTARY SHIFT TRADES

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 six (6) uniformed patrol officers will be scheduled for each turn.

In general, employees have the right to exchange shifts when the change does not interfere with the operation of the Police Department. Supervisors shall have the unlimited ability to trade shifts with other Supervisors. Supervisors may also trade shifts with Master Patrolmen. ~~However, those trades shall be limited to twelve (12) trades per year.~~ Officers with less than three (3) years on cannot trade with Supervisors. Employees can only trade twenty-five (25) shifts per calendar year. Time exchange may be voluntarily undertaken between two (2) employees upon notification to their immediate supervisors. Time exchange must be made between two (2) people, with no third party trades allowed unless otherwise authorized by the Administration. Upon seeking trade approval, the date being traded and traded for must be specified and logged on the schedule by the appropriate supervisory personnel. Trades may not be logged on the schedule more than thirty (30) days in advance of the trade date. Should an employee become unable to fulfill his/her trade obligation more than fourteen (14) days prior to the start of the shift in question, the trade is canceled and the original employee is responsible for working said shift or scheduling the trade with another party. Repayment of the canceled trade is the responsibility of both parties to reschedule. The Employer has no responsibility for arrangement for the repayment of traded time.

ARTICLE V - SENIORITY

SECTION 5.1 SENIORITY, LAYOFF & RECALL

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 hire date and seniority ~~or~~ badge number.

Any employee covered by the provisions of the Agreement shall be provided at least thirty (30) days' notice prior to the effective date of the layoff.

Reserve Personnel shall never fulfill the requirements of minimum staffing.

**ARTICLE VI
PERSONNEL FILES**

SECTION 6.1

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 personnel file. Adverse comments may not be placed in the employee's personnel file without the employee and the Business Agent 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.

Only the Merit Board and personnel authorized by the Police Chief may review an employee's personnel file, unless authorized by the employee.

**ARTICLE VII
PAYDAYS**

SECTION 7.1

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. The City shall disburse all other pay as follows:

(A) Longevity pay shall begin on the first payday which follows the appropriate anniversary date of the Employee's appointment to the Department.

(B) Overtime shall be paid on the next payday immediately following the time when the overtime was earned unless it is not submitted properly. It is understood that overtime payment from grant assignments (i.e., DUI, OPO, etc.) may be delayed a pay period because of grant processing.

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

**ARTICLE VIII
DISCIPLINARY PROCEDURES**

SECTION 8.1 EMPLOYEE DISCIPLINE

Discipline shall be imposed in accordance with Section IX of the Police Department Rules and Regulations and the Merit System Ordinance, Laws and Rules. The Employer agrees to follow the tenets of progressive and corrective discipline. It is not possible for the Employer to plan in advance for all situations of employee infractions that may occur. To be fair to all employees, the Employer must maintain a flexible approach to discipline to ensure that the "punishment" always fits the "crime". Therefore, the Employer will discipline an employee in a given situation, as the Employer believes best suits the employee's violation and the particular situation.

ARTICLE IX GRIEVANCE PROCEDURE

SECTION 9.1 DEFINITIONS

Grievance: 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.

Union Steward: The Union Steward is the member of the Grievance Committee designated by the Union representing the employee during any disciplinary or grievance procedure.

Employee's Rights: All employees are entitled to Union representation upon request during any disciplinary meeting or grievance meeting. Once an employee has requested Union representation, all procedures shall be suspended until a Union Steward is present to represent the employee. Any Union Steward whose participation is necessary in such a role shall be allowed to act in such a manner, and other employees who must be present for participation in grievance adjustments shall be allowed to participate without loss of pay. Should a Union Steward not be readily available due to manning constraints or other reasons, a member of the Local's Executive Board may act as a representative for said employee.

SECTION 9.2 GRIEVANCE PROCESS

Step 1 — If a claim has not been resolved through discussions between the employee or the employee's Union representative and the Police Chief, then a grievance may be filed in writing by the Union representative with the Police Chief within fifteen (15) business days after such time as the employee should reasonably have been aware of the occurrence or the incident giving rise to the grievance. Business days are Monday through Friday, excluding holidays.

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(s) alleged to be violated.
- (6) Date of presentation of written grievance.
- ~~(7) Signature of employee involved. (In case of a grievance on behalf of a group of employees, the grievance shall be signed by some members of such group.)~~
- (8)(7) Signature of Union representative.

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

Step 2 — Appeal to the Human Resources Department. Should the grievance remain unresolved, the Union representative may, within ten (10) business days after receipt of the Chief's decision, submit the grievance in writing to the Human Resources Department. The Human Resources Department shall respond to the grievance in writing within five (5) business days after receipt of the grievance. Failure to respond within the time frame will result in employee being awarded said grievance and being compensated on the next pay period.

Step 3 — Appeal to Board of Works. Should the grievance remain unresolved, the Union representative may, within ten (10) business days after receipt of the response in Step 2, submit the grievance in writing to the Board of Works. The Board of Works may set a meeting with the employee and the Union representative and the 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.

Step 4 — Arbitration. If the decision of the Board of Works is not acceptable to either of the parties, the dissatisfied party (either the Employer or the Union) within thirty (30) days after receipt of the Board's Decision, may give the other party notice of intent to submit the grievance to an impartial arbitrator who shall be selected by mutual agreement; or, if such agreement is not reached, by alternately 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. (The first strike shall alternate between the parties if successive cases are advanced to arbitration during the term of this contract). 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 to or subtract from the provisions of this Agreement.

Time limits — 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 Employer to follow the limits, unless so modified, shall cause the grievance to move to the next level automatically.

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

SECTION 9.3 GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

SECTION 9.4 UNION STEWARDS

~~Four (4)~~Five (5) duly authorized bargaining unit representatives shall be designated by the Union as Stewards. The Union will provide written notice to the Employer to identify the Stewards.

ARTICLE X HOLIDAYS

SECTION 10.1 GENERAL INFORMATION

The Employer will grant holiday time off to all employees on the holidays listed below:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Any other day the City declares as a holiday.

SECTION 10.2 SPECIFIC APPLICATIONS

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When holiday falls on a Sunday, it will be observed on the following Monday for employees assigned straight days shifts.

SECTION 10.3 HOLIDAY PAY

(A) Employees who work on a holiday shall be compensated at two and one-half (2 1/2) times their regular rate of pay for all time actually worked.

(B) Employees who do not work on a holiday shall receive eight (8) hours of pay for each holiday. Employees who utilize sick leave on their regularly scheduled shift prior to or after a holiday will not receive the eight (8) hours holiday pay unless a medical certification for the absence is provided.

(C) Specialty assignments (i.e., SRO, Marshal's, PCDTF, etc.) shall not be regularly scheduled on holidays unless previously approved by the agency/task force supervisor.

ARTICLE XI PERSONAL DAYS

SECTION 11.1

Every full-time employee will be granted three (3) Personal Days per year. Personal Days will not be carried over or paid for in the following year. Scheduling of Personal Days will be contingent upon the employee receiving prior supervisory approval. Employees on Major Illness through the end of the year into the beginning of a new calendar year must be released to full or light duty assignment before earning that year's personal day benefit.

ARTICLE XII PERFECT ATTENDANCE INCENTIVE

SECTION 12.1

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, Major Illness Leave 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, annual sick leave and/or unauthorized leaves of absence do not constitute days worked.

In lieu of pay, an employee shall receive compensatory time off of two (2) work days, 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 XIII VACATIONS

SECTION 13.1 VACATION ACCRUAL

Employees shall receive one (1) week of vacation (five (5) work days) after one (1) year of service; two (2) weeks of vacation after two (2) years of service; three (3) weeks of vacation after four (4) years of service; four (4) weeks of vacation after eight (8) years of service; five (5) weeks of vacation after thirteen (13) years of service and six (6) weeks of vacation after 20 years of service. Employees on Major Illness through the end of the year into the beginning of a new calendar year must be released to full or light duty before earning that year's vacation benefit.

SECTION 13.2 VACATION USAGE

(A) A vacation day shall not be charged should a Holiday fall during an employee's scheduled vacation period.

(B) New employees shall be eligible for vacation usage after successfully completing their first year of employment.

SECTION 13.3 VACATION BUY BACK

Each year employees may elect to sell back to the Employer one (1) week of vacation to be paid for at the employee's normal rate of pay. The amount paid by the Employer for vacation time shall be deposited into a 457(b) account or some other tax exempt account designed to be used for payment of health care expenses including health insurance premiums. Employer shall pay for vacation sold back under this Section in January of the following year.

SECTION 13.4 ACCUMULATED VACATION AT SEPARATION

(A) Upon separation, an employee will be paid for all unused, accrued vacation time, award days, A/O time/earned, ~~sick days, and banked major illness time up to ninety (90) days~~ based on the employee's current rate of pay.

(B) In the event of the employee's death, compensation for all accrued allowances as defined in Section 13.4 unused vacation allowances will be paid to his/her beneficiary.

SECTION 13.5 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 by the Indiana Workers Compensation Act (currently 66% 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 13.6 SICK LEAVE

Every full-time employee shall be granted annual sick leave with full pay at the rate of four (4) 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, any employee shall 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. In order to qualify for sick leave pay, an employee shall:

- (1) Notify an On Duty Supervisor of the absence prior to the start of the work shift;
- (2) Keep his/her supervisor informed of the anticipated day of return to work.

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 one (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.

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 13 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 13.7 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 Police Chief.

SECTION 13.8 PENSION BENEFIT AT RETIREMENT

At retirement, an employee's sick leave days shall be credited as days worked for purposes of pension benefits, pursuant to rules of the PERF.

SECTION 13.9 MAJOR ILLNESS DAYS

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. A month of continuous employment services for purposes of earning major illness, injury or maternity sick leave shall constitute a month in which the employee works a minimum of fifteen (15) days. Work days shall include holidays, vacations, sick leave, personal leave and funeral leave but shall exclude days off from work due to workers compensation leave, unpaid leave of absence, major illness leave, maternity leave and FMLA leave. This earned Major Illness leave may be accumulated up to ninety (90) work days. ~~After ninety (90) days is banked, the full-time employee shall be paid or compensated for one (1) work day of bankable time per month.~~

A day for the purpose of determining major illness, injury or maternity sick leave shall consist of one (1) work day. Accumulated leave is to be utilized solely for major illness, injury or maternity of the employee, paternity up to two weeks after the birth of a child or major illness or injury of the employee or dependent of the employee. By way of illustration and not limitation, major illness/injury shall not include cold, strep throat, headache, sinus infection, ~~pink-eye~~, allergy, stomachache, and toothache, ~~musele-strain, musele sprain, and similar conditions or injuries~~. In order to qualify for Major Illness Leave pay, the following conditions must be satisfied:

(A) A physician must certify that the employee needs surgery or is suffering from a major illness, injury or pregnancy, or would be off work for three (3) or more workdays as a result of an illness or injury.

(B) A physician must recertify each thirty (30) days that the employee continues to suffer from a major illness, injury or pregnancy.

(C) Accumulated maternity leave may be utilized during pregnancy or immediately following pregnancy.

(D) Major illness, injury or maternity sick leave must be taken in a minimum of three (3) days.

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 except as provided in Section 13.5. As per FMLA standards, approved FMLA time, up to twelve (12) weeks, shall be served concurrently with paid Major Illness days.

ARTICLE XIV LEAVES OF ABSENCE

SECTION 14.1 DISCRETIONARY LEAVES OF ABSENCE

An employee with at least twelve (12) months seniority may request a special leave of absence from the Board of Works, not-to-exceed sixty (60) days. Management shall have discretion to grant such requests. Leave of absence can be without pay or fringe benefits.

SECTION 14.2 FUNERAL LEAVE

The Employer provides the following bereavement leave for full-time employees: In the event of a death in the employee's immediate family (husband, wife, father, mother, son, daughter, stepchild, brother, sister, aunt, uncle, niece, nephew, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, step-parent, step-grandparents, current spouse's grandparents, or foster children living in the household) they will be given up to four (4) days off, with pay, to make arrangements and/or attend the funeral as needed/requested by the employee. Every employee shall discuss with his/her appropriate supervisor the amount of time they will actually need. Employees may use a vacation day to attend the funeral of a close friend or relatives other than those listed above subject to minimum staffing levels.

SECTION 14.3 FAMILY AND MEDICAL LEAVE

FMLA Leave shall be in accordance with all applicable laws as well as the Employer's Policy.

SECTION 14.4 JURY/WITNESS DUTY LEAVE

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay. The employee is required to remit to the Employer any juror or witness fees received by the employee.

SECTION 14.5 MILITARY LEAVE

The Employer shall comply with all federal and state laws regarding military leave.

ARTICLE XV INSURANCE

SECTION 15.1 HEALTH INSURANCE

Full-time bargaining unit employees will participate in the health and dental plans administered by the Midwest Operating Engineers Welfare Fund (“Fund”) without exclusions on the basis of active working status, hospital confinement or conditions either treated or untreated prior to the effective date of coverage. The extent of coverage under the insurance plans and/or policies referred to in this Article shall be governed by the terms and conditions set forth in the plans and/or Policies of the Agreement and Declaration of Trust of the Midwest Operating Engineers Welfare Fund, and all subsequent amendments made thereto. Any dispute concerning the coverage shall be resolved in accordance with the terms and conditions of said plan or policy and shall not be subject to the grievance procedure of this Agreement.

Unless mutually agreed to otherwise, the City will provide insurance premium amounts to the Fund on the tenth (10th) day of the month preceding the month of coverage (*i.e.*, February premium payment paid by January 10th). The Employer shall pay 100% of the cost of the insurance for both single and family coverage. The City shall remit the following contributions to the Fund on behalf of each eligible employee:

January 1, 2017: \$630 (single) \$1260 (single plus 1 dependent) \$1921 (family)

Rate increases on April 1 of each successive contract year not to exceed 10%.

Retiree benefits: Retroactive to January 1st, 2020; Police Officers who retire, and are eligible to retain health insurance through the Local 150, shall be entitled to the Midwest Operating Engineers Welfare Fund health insurance coverage.

Police Officers who retire, and are *not* eligible to retain health insurance through the Local 150, shall be entitled to retain health insurance coverage by selecting a health insurance plan approved by the City.

For all retired Police Officer's, ~~and Spouse, and Qualifying Dependent(s),~~ the Employer shall pay eighty-five percent (85%) of the net cost of the insurance. The net cost shall mean the cost of the insurance less the subsidy amount which the disabled or retired Police Officer is eligible to receive. When a retired Police Officer reaches Medicare eligibility, his or her spouse shall be entitled to retain Midwest Operating Engineers Welfare Fund health insurance coverage on the same terms as the retired Police Officer until the spouse becomes eligible for Medicare.

~~Police officers who retire shall be entitled to retain health insurance coverage by selecting a health insurance plan approved by the Employer. The Employer agrees to pay seventy-five (75%) percent of the net cost of the insurance. The net cost shall mean the cost of the insurance less any subsidy which the retired police officer is eligible to receive.~~

~~Retiree spousal benefits: Spouses of retirees who have reached Medicare eligibility shall be entitled to retain health insurance coverage until the spouse becomes eligible for Medicare on the following terms and conditions:~~

~~For current retirees or for employees who retire within five (5) years from January 1, 2014, Employer shall pay seventy-five (75%) percent of the net cost of the spousal insurance. For employees who retire within six (6) to ten (10) years of January 1, 2014, Employer shall pay fifty (50%) percent of the net cost of the spousal insurance. For employees who retire more than ten (10) years after January 1, 2014, the retiree shall pay the full cost for his/her spouses' insurance coverage. The net cost shall mean the cost of the insurance less any subsidy which the spouse is eligible to receive.~~

Police Officers who leave the Police Department with an approved disability through PERF as a result of an on-the-job injury shall be entitled to maintain their Midwest Operating Engineers Welfare Fund insurance coverage on the terms set forth below:

A Police Officer who becomes disabled on the job with four (4) years or less of service shall be responsible for fifteen percent (15%) of the net cost of the insurance;

A Police Officer who becomes disabled on the job with between five and nine (5-9) years of service shall be responsible for eleven and one-fourth percent (11.25%) of the net cost of the insurance;

A Police Officer who becomes disabled on the job with ten to fourteen (10-14) years of service will be responsible for seven and one-half percent (7.5%) of the net cost of the insurance; and

A Police Officer who becomes disabled on the job with fifteen (15) or more years of service will be responsible for three and three-fourths percent (3.75%) of the net cost of the insurance.

The above rates shall remain in effect until the disabled Employee reaches the age at which the Employee is eligible to receive their regular pension benefits as set forth by state statute, currently age fifty-two (52), at which time, regular retiree health insurance costs shall take effect.

SECTION 15.2 LIFE INSURANCE

Life insurance shall remain according to the Employer's Policy and past practice and procedure.

~~**LEGAL DEFENSE OF POLICE OFFICERS**~~

~~The City agrees to defend and pay any settlement, claims or judgments brought against or recovered against any member of the Department arising from the Department member's activities in the performance of duty only, including but not limited to the operation of Police vehicles, where such defense and payment is mandated as a City obligation by law.~~

ARTICLE XVI

TRAINING & EDUCATIONAL INCENTIVES

SECTION 16.1 TRAINING COMPENSATION

(A) Any mandatory training hours worked outside of his or her regular shift shall be ~~paid~~ compensated at the overtime rate, except for prescheduled training.

(B) Elective Training shall be compensated at the straight time rate of pay, or if requested, comp time.

**ARTICLE XVII
SAFETY**

SECTION 17.1 COMPLIANCE WITH LAWS

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

SECTION 17.2 UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to unsafe equipment or vehicles, shall immediately inform their supervisor, without any adverse action being taken against such employee for reporting such unsafe conditions. The supervisor shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

**ARTICLE XVIII
LABOR-MANAGEMENT MEETINGS**

SECTION 18.1 LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives at least quarterly (and/or more or less if mutually agreed). Such meetings shall be scheduled within one week of either party submitting an agenda to the other or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 18.2 PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meetings shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

**ARTICLE XIX
CLOTHING, GLASSES AND TAKE-HOME SQUAD CARS**

SECTION 19.1 CLOTHING ALLOWANCE

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. Each year, employees with more than one year of service shall receive a clothing allowance in the amount of \$2,000.00. 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.

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

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, except after 20 years' service or disabled on the job.

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

SECTION 19.2 PROTECTIVE CLOTHING

The Employer will provide employees with job-related protective clothing, as per past practice, and maintain them pursuant to the manufacturer's guidelines.

SECTION 19.3 PRESCRIPTION GLASSES

The Employer agrees to replace glasses should an employee's pair become damaged and/or broken on the job. Employees will be required to use the eyeglass retailer/program established by the City.

SECTION 19.4 TAKE-HOME SQUAD CARS

All officers ~~hired prior to January 1, 2017~~, will be issued a take-home squad car. The car shall be used and cared for in accordance with Department policies and procedures. This privilege may be revoked temporarily or permanently due to serious violations of these policies and procedures. ~~All officers hired after January 1, 2017, will be issued a take home squad care under the same criteria listed above as long as they live within the City limits of Portage. Off duty use of the vehicle will be limited to Porter, Lake, and LaPorte Counties, Indiana. Additionally, the use of take-home squad car can be used outside of the limited areas with prior approval. Additionally, the use of take-home squad car can be used outside of the limited areas with prior approval.~~

ARTICLE XX NON-DISCRIMINATION/STRIKE/LOCKOUT

SECTION 20.1 PROHIBITION AGAINST DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors.

Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law. The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

SECTION 20.2 NO STRIKE

During the term of this Agreement, the Union shall not call a strike.

SECTION 20.3 NO LOCKOUT

During the term of this Agreement, the Employer shall not lockout any bargaining unit employees.

**ARTICLE XXI
BARGAINING RIGHTS**

SECTION 21.1 UNION RIGHTS

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to Employer policy matters directly affecting wages, hours and terms and conditions of employment.

SECTION 21.2 MANAGEMENT RIGHTS

Except as explicitly amended, changed or modified by this Agreement, the Employer retains and reserves the exclusive right to manage its operations; to determine its policies, budget and operations; to set standards for services to be offered to the public and to set the manner in which it exercises its statutory functions.

**ARTICLE XXII
WAGES**

SECTION 22.1 WAGE RATES

General Wage Scale. The following salary schedule shall be effective January 1, 2021.

Title	1/1/2021 <u>(retro on all hours paid)</u>
Lieutenant	5%
Sergeant	5%
Corporal	5%
Senior Master Patrolman	5%
Master Patrolman	5%
1st Class Patrolman	5%
Probationary Patrolman (No Experience)	5%

* Probation period shall be a maximum of 2 years. Probationary Officer shall receive an increase in pay to 1st Class Patrolman after their first year is completed but will remain in the Probationary status until properly released per policy.

Employees shall receive a 5% pay increase effective January 1, 2021, retroactive on all hours paid.

PREMIUM BASE/RANK STRUCTURE:

The rank of Senior Master Patrolman shall be the pension base pay for Police Officers, in accordance with the Collective Bargaining Agreement.

Beginning in 2017, the pension base for police personnel shall be that of Senior Master Patrolman, achieved by a Master Patrolman with an additional forty (40) years of service on the department. Senior Master Patrolman rank shall receive the same pay increases as all other ranks given per contract. ~~The 2017 pension base shall be a total of \$70,000 (salary of \$67,632.85 plus longevity of 3.5%). The pension base shall increase in 2018 to \$72,100. Pension base (Senior Master Patrolman plus longevity of 3.5%) increases for 2019 and 2020 shall be determined by City's INPRS contribution rate as indicated below:~~

IN PRS Contribution Rate	Pension Base Increase
17.5% – 17.99%	3%
18.00% – 18.49%	2%
18.50% – 18.99%	1%
19% or more	NONE

~~In 2017, the City will make up the PERF contribution retroactive to January 1st.~~

SECTION 22.2 LONGEVITY PAY

Longevity shall be paid bi-weekly during the term of this Agreement as specified below:

After 3 years of service	1.75%
After 8 years of service	2.25%
After 13 years of service	3.0%
After 18 years of service	3.5%
<u>After 24 years of service</u>	<u>4.0%</u>

SECTION 22.3 CANINE OFFICER COMPENSATION

~~K9 Handlers shall receive a stipend of \$3,440 every six months, by June 15th and December 15th of each year, for the half hour daily care of their K9. Canine Officers shall receive 7 hours at the appropriate overtime rate each pay period beginning on 1/1/2021 (retroactive on all hours paid).~~

**ARTICLE XXIII
SAVINGS CLAUSE**

SECTION 23.1

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

**ARTICLE XXIV
EVERGREEN CLAUSE**

SECTION 24.1

This Agreement shall expire on December 31, 2021. If, on the expiration date, the parties have not yet entered into a new agreement relating to time periods after that date, then the terms and provisions of this Agreement shall nonetheless remain in full force and effect until the earlier of (i) the date a new agreement is entered into by

the parties, or (ii) ~~two (2)~~ three (3) calendar years after the expiration date. This Agreement shall remain in effect during any such periods of negotiations.

**ARTICLE XXV
OTHER AGREEMENTS- INCORPORATED BY REFERENCE**

SECTION 25.1

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 the Agreement, for the duration of the Agreement and any extensions thereto until modified, amended or rescinded as follows:

With respect to Subparagraphs (C) and (D), 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 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

(B) Portage Police Department- General Orders

(C) Law Enforcement, Codification of Ordinances:
Division 2. Merit System, Sections 50-36 -- 50-55
Division 5. Police Pension Fund, Sections 50-96 – 50-98

(D) 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).

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

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____,
20172021, in the CITY OF PORTAGE.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

James M. Sweeney
President/Business Manager

Bryan P. Diemer

CITY OF PORTAGE

James Snyder, Mayor

ATTEST:

Christopher D. Stidham, Clerk-Treasurer

313344.2/13504-264-A