

PERMANENT RECORD

RESOLUTION NO: C-2016-08

INTRODUCED BY: Missy Mosby
COMMITTEE: FINANCE

FRATERNAL ORDER OF POLICE
AGREEMENT

ORIGINAL

**A RESOLUTION OF THE COMMON COUNCIL OF THE
CITY OF EVANSVILLE RATIFYING, CONFIRMING,
AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN
THE CITY OF EVANSVILLE AND
FRATERNAL ORDER OF POLICE
EVANSVILLE LODGE NO. 73 INC.
JANUARY 1, 2016 THROUGH DECEMBER 31, 2018**

WHEREAS, the Mayor, representing the City of Evansville (hereinafter referred to as "City") and the Fraternal Order of Police, Evansville Lodge No. 73, Inc. (hereinafter referred to as "Union"), representing the employees have concluded negotiations for 2016 - 2018; and

WHEREAS, the Board of Public Safety ratified, confirmed, authorized, and approved said Agreement on the 13th day of APRIL, 2016 and

WHEREAS, it is the desire of the City and the Union to submit said Agreement to the Common Council of the City of Evansville for ratification, confirmation, authorization and approval,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Evansville, Indiana, that the Agreement between the City of Evansville and Fraternal Order of Police, Evansville Lodge No. 73 Inc. for 2016 - 2018 is ratified, authorized, confirmed and approved.

FILED

APR 22 2016

Jama Windner
CITY CLERK

PASSED BY the Common Council of the City of Evansville, Indiana, on the 9 day of may, 2016, on said day signed by the President of the Common Council and attested by the City Clerk.



Missy Mosby,
President of the Common Council

ATTEST: Laura Windhorst

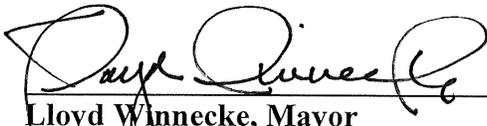
Laura Windhorst, City Clerk

Presented by me, the undersigned City Clerk of the City of Evansville, Indiana, to the Mayor of said city, this 10 day of may, 2016, for his consideration and action thereon.

Laura Windhorst

Laura Windhorst, City Clerk
City of Evansville, Indiana

Having examined the foregoing resolution, I do now, as Mayor of the City of Evansville, Indiana, approve said resolution and return the same to the City Clerk this 13TH day of MAY, 2016.



Lloyd Winnecke, Mayor
City of Evansville, Indiana

T A B L E O F C O N T E N T S

FRATERNAL ORDER OF POLICE CONTRACT

2016-2018

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PARTIES

The parties to this Contract shall be:

- A. City of Evansville, Indiana, through the following persons and bodies:
 - 1. Mayor of the City of Evansville, Indiana;
 - 2. City Controller of the City of Evansville, Indiana;
 - 3. Common Council of the City of Evansville, Indiana, by passage of a resolution adopting this Contract as a Resolution, signed by the President of said Common Council, with the resolution number affixed thereto and attested to by the Secretary of the Common Council of the City of Evansville, Indiana;
 - 4. Board of Public Safety of the City of Evansville, Indiana, or a majority thereof;
 - 5. Police Civil Service Commission of the City of Evansville, Indiana, or a majority thereof;
 - 6. Chief of Police of the Evansville Police Department.

- B. Members of the Police Department of the City of Evansville, Indiana:

A vote shall be taken at Police Headquarters in the City of Evansville, Indiana, on the said Contract by the Fraternal Order of Police, Evansville Lodge No. 73, Inc., at which time members of the Evansville Police Department, hereinafter called "employees" shall vote on said Contract and the terms thereof and shall be approved by simple majority vote of those voting and the manner of the voting shall be in conformity with the Rules and Regulations and By-Laws of the Fraternal Order of Police, Evansville Lodge No. 73, Inc. The Board of Directors of the F.O.P. shall sign the Contract on behalf of the employees.

ARTICLE I - PREAMBLE

This Agreement is entered into between the City of Evansville, Indiana, hereinafter referred to as the "Employer", and Evansville Lodge No. 73, Inc., hereinafter referred to as "Employees". It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Employees of the Evansville, Indiana Police Department.

ARTICLE II - RECOGNITION

The Employer recognizes the F.O.P. as the exclusive bargaining agent for all police officers on the payroll of the Evansville Police Department during the term of this Agreement who are covered by the Pension Law, but excluding the Chief of Police and Assistant Chief of Police, said employees hereinafter referred to as the bargaining unit.

ARTICLE III - NON-DISCRIMINATION

The City agrees not to discriminate against any police officer for their activity on behalf of, or membership in, the Fraternal Order of Police. The City and the F.O.P. agree that there should be no discrimination against any police officer because of race, creed, sex, color, and/or religion or political affiliation.

Throughout this Agreement, the masculine gender includes the feminine.

No clause or section of this Contract shall violate, either in policy or principal the American Disabilities Act of 1992 as how it affects public safety employees.

ARTICLE IV - WAGES

- A. The wages of the employees during the term of this Agreement shall be set out below; provided, however, that this Article will be re-opened for re-negotiation in the event that:
1. Additional monies become available to the Employer, which free previously allocated monies that could legally be applied to Employee salaries.
 2. Effective January 1, 2016, wages will be increased by 1%. The probationary patrolman rate will be \$3,500 less than a first year First Class Officer rate. At the conclusion of the probationary period, probationary officers who become First Class Patrolman will be paid the Patrolman rate, an increase of \$3,500. See salary schedule attached.

Effective January 1, 2017, wages will be increased by 1%.

Effective January 1, 2018, wages will be increased by 1%.

To the extent wage increases exceeding 1% are approved by the City Council for other (non-bargaining unit or bargaining unit) City employees for 2017 or 2018 the Officers would similarly receive such greater percentage increase.

Annual salaries will be paid via bi-weekly payrolls. It is recognized that an employee who is employed for a period of less than the full calendar year, is paid on a pro-rated basis equivalent to the salary rate for that portion of the year the employee was employed. All payroll compensation will be paid via direct deposit for all employees covered by this Agreement.

The first pay dates shall be as follows:

January 1 in 2016 (payable on January 4, 2016)

3. Suspension-Forfeiture of Wages/Assessments All Employees covered by this Agreement are "annual salaried" Employees, thus, when any Employee covered by this Agreement is suspended without pay the following formula will apply:
 - a. SALARY For every day of suspension the officer will forfeit one three hundred sixty-fifth (1/365) of his or her annual salary (one three hundred sixty-sixth (1/366) in "leap" years).
 - b. ASSESSMENT For every day of suspension the officer will forfeit one three hundred sixty-fifth (1/365) of his or her annual pension assessment (one three hundred sixty-sixth (1/366) in "leap" years).
4. The City of Evansville agrees to maintain a pay schedule that has a top longevity step at 20 years of service.
5. The pay rate for a Probationary Officer will be \$3,500 less than the pay rate for a Patrol Officer with one year of service.
6. The City of Evansville will provide bulletproof vests to all sworn officers. When said vests have expired their usable life, which time shall not be more than five (5) years, the City of Evansville will replace said vests at the cost of the City. The Police Chief may implement rules regarding the wearing of department issued vests.

B. Method of Pay - The wages of the employees shall be paid as follows:

1. Officers will be paid bi-weekly. If a payday falls on a holiday provided in this Agreement, then officers will be paid on the last Payroll Department workday proceeding such holiday.
2. The Employer, does hereby recognize the employees as "salaried employees" and recognizes that the Employees are not "hourly workers", etc., but are hereby guaranteed a salary in accordance with all provisions of the terms of this contract as yearly salaried employees and that though the term "wages" may be used from time to time in this contract, that the Employer recognizes that what is being paid to the Employees is a yearly salary, and classify and recognize it as such. The employer does further recognize the Employees as "Yearly Salaried Employees" even though, from time to time, certain adjustments in pay, due to suspension, etc., may necessitate the computation of an employee's salary on a daily and/or hourly basis.

3. The Employer does hereby agree to provide for a shift differential for the Employees covered under this Agreement who work a shift other than first shift on the same formula of a percentage difference as done during the calendar year 1982. This percentage difference being three and one-half (3.5%) of the base pay of a patrolman with one year of service.
- C. Equal Pay for Equal Work - A Patrolman assigned to the Criminal Investigation division will have his salary upgraded to that of a corporal. Said corporal's salary to be the one that coincides with the officers "Years of Service" category in the pay schedule. Should said officer be assigned to second or third shift, the officer will receive the appropriate night bonus. This salary upgrade shall remain in effect until said officer is transferred out of the Criminal Investigation division.

ARTICLE V - OVERTIME

- A.
1. Overtime earned will be reimbursed to the employee either in money or compensatory time off from duty. The employer does hereby guarantee that twenty-five thousand dollars (\$25,000) has been allocated and approved for the payment of overtime to employees by City budget ordinance and that said sum shall be available for the payment of overtime for the following categories: General Overtime and Stand-by Overtime.
 2. All other overtime shall be awarded as specified below. All employees, within three (3) weeks of incurring General or Stand-by Overtime, shall request the payment of compensation for such overtime or such overtime shall be added to their compensatory time bank depending on their ability to decide the method of payment as set out below in Section C. When the funds described above are depleted, all compensation for overtime shall be in the form of compensatory time off unless payment in money has been authorized by the Chief of Police. Overtime shall be identified in one of the five (5) categories listed in Section B. Determining whether the overtime payment is made with compensatory time or paid overtime shall be as determined in Section C for all overtime categories.
- B. Overtime Categories
1. General Overtime
 - a) Definition: General overtime is authorized time used to perform official police work in excess of the normal scheduled eight (8) hour day, said time being non-voluntary and occurring either prior to, or subsequent to, the regular tour of duty. Examples of General Overtime are, but are not limited to, late runs, emergencies that require officers to report for duty earlier than schedules, shift holdovers.

- b) General Overtime is also authorized time used to perform official police work while on authorized leave from the department. Said overtime being non-voluntary. Examples without limitation of this type would be platoon meetings, firearms training, CPR recertification.
- c) Reimbursement: General overtime will be reimbursed in the form of money paid to the officer, or in compensatory time off from duty. General overtime will be at the rate of one and one-half (1½) times the actual overtime earned by the officer.
- d) Officers called in from off-duty status (e.g. vacation day or scheduled day off) will receive Four (4) hours compensation at time and one half. Officer called in will also receive this Four (4) hour compensation at time and one half if they are scheduled for a regular tour of duty and there is a break between the call in time for their overtime duties and their scheduled shift. If an officer is scheduled for a regular tour of duty and there is no break between the call in overtime and the scheduled shift, the officer will be paid one and one half times the rate for the actual hours of overtime worked.

2. Court Overtime

- a) Definition: Court overtime is time spent in a criminal or civil court under order of a court subpoena which was issued as a result of service or action taken by an officer when exercising his authority as a police officer and is compensated at an officer's straight time hourly rate either in the form of compensatory time or paid overtime. Court overtime also covers time spent in the prosecutor's office for pre-trial conferences, information conferences and information signings. Also time spent in the prosecutor's office or private attorneys' office giving depositions under orders of a subpoena, said time not being the officer's normal working hours.
- b) Effective January 1, 2002, Court overtime will be paid as follows for any session or court session being either morning or afternoon or evening session, regardless of the number of subpoenas: if there is a break between regular shift and overtime, the officer will be paid a minimum of four (4) hours at straight time rate and will be paid for every hour worked thereafter at straight time rate. If there is no break between regular shift and overtime, the rate of pay is 1 ½ x the rate for overtime hours worked.
- c) For court appearances on an authorized leave day (OL) or (A-day) that has been scheduled prior to receipt of court subpoena, the officer will receive a minimum of four (4) hours for said appearance.

- d) When an officer has become ill and called in sick for duty, and is scheduled for a court appearance that same day, the officer shall notify the court of his or her illness and advise that he or she will not appear in court that date. No time is given for an appearance on such a day.
- e) Officers will not be reimbursed for time spent in a civil matter where the officer is the plaintiff or the defendant except in those cases where he is represented by the City's Corporate Counsel and the case involves actions or services performed by the officer in the line of duty.
- f) Officers will not be reimbursed for the time spent in a criminal matter where the officer is the defendant except in those cases where the officer is represented by the City's Corporate Counsel or by an attorney hired to represent him by the City of Evansville.

3. Holiday Overtime

- a) Definition: Holiday overtime is "credit time" granted for a City Administration approved holiday, and authorized under state laws. Each Employee covered by this Agreement shall be credited with eight (8) hours, and any officer who works on a holiday, as holidays are defined in this Agreement, shall receive compensation as provided below:
 - 1) Officers working on designated holidays (New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas) shall be compensated according to one of the following methods at the option of the officer:
 - (a) Compensatory time at a rate of one and one-half (1½) times the actual hours worked.
 - OR
 - (b) Paid overtime at a rate of one and one-half (1½) the actual hours worked.
 - 2) Any officer who works on a holiday not specified above shall be credited with compensatory time at a rate of one and one-half (1½) times the actual hours worked on the holiday, or shall be paid overtime at a rate of one and one-half (1½) for the actual hours worked.
- b) Any Employee covered by this Agreement who shall be on suspension, without pay, when a holiday occurs, shall receive no credit for said holiday.

- c) Any officer on a scheduled vacation day when a holiday occurs shall receive eight (8) hours credit for said holiday, in addition to the vacation day credit.
- d) Any officer on "extended sick leave" will not be credited with an additional eight (8) hours credit for any holiday that occurs while he or she is on said extended sick leave. Extended sick leave is defined as three (3) or more consecutive days of illness, and while on said extended sick leave an officer will be placed on a five (5) and two (2) day work week, and will neither gain nor lose any time.

4. Stand-by Overtime

- a) Definition: Stand-by overtime is that time spent under direct orders to the officer to be at a location where he or she is in constant contact with Communications Unit (telephone) while said officer is off duty for possible call-up to duty.
- b) Reimbursement: Stand-by overtime will be reimbursed in the form of money paid to the officer, or compensatory time off from duty.
- c) Stand-by overtime reimbursed in money paid will be at the rate of one and one-half (1½) times the hourly rate of the earning officer.
- d) Stand-by overtime reimbursed in compensatory time off from duty will be at the rate of one and one-half (1½) times the actual overtime earned by the officer.

5. Special Overtime

Special overtime is authorized time used to perform official police work while on authorized leave from the department. Said overtime being scheduled with the officers volunteering department-wide in accordance with the Standard Operating Procedures. Examples of Special Overtime are Freedom Festival, West Side Nut Club Fall Festival, and Main Street Festival. These are examples and in no way limit the events that may be paid by this type of overtime.

C. Determining Paid Overtime or Compensatory Overtime

- 1. Effective January 1, 1997, the decision to be paid or take compensatory time shall be determined as follows:
- 2. All officers may decide whether to receive compensatory time or paid overtime until they have accrued an additional 300 compensatory hours in their comp bank. At this 300-hour level, the City shall decide whether to pay compensatory time or paid overtime to an individual officer based upon available funding. Below this

300-hour level, the officer shall decide whether to be paid compensatory time or paid overtime based upon available funding.

3. The City will devise an equitable method for "buying back" existing compensatory time balances for individual officers. The decision to "sell" compensatory time shall be made by the individual officer. All time bought is dependent upon funding made available by the City.
4. Officers hired on or after January 1, 1997, may decide whether to receive compensatory time or paid overtime until they have accrued 300 compensatory hours in their compensatory time bank. At this 300-hour level, the City shall decide whether to pay compensatory time or paid overtime to an individual officer based upon available funding. Below this 300-hour level, the officer shall decide whether to be paid compensatory time or paid overtime based upon available funding.
5. In all cases, the City shall determine the amount of overtime funding other than the amount stated in Section A (1) of this Article. In the event the City decides not to fund overtime or compensatory time in a given year (other than as described in Section A (1) of this article) an officer's overtime will be added to his individual comp bank even if such addition results in the balance exceeding 300 hours. The City may, at any time, pay for compensatory time above the 300 hour balance.
6. Compensatory hours accrued prior to January 1, 1994, will be tabulated in a time bank separate from compensatory hours accrued after January 1, 1994.

D. Compensatory Time Bank

1. Definition: Time worked in excess of the maximum working hours statutes covering the Employees covered by this Agreement, is to be reimbursed to said Employees by the end of the fiscal year in which it is earned. Reimbursement comes as compensation, said compensation taking two forms, one, monetary, and the other is time off from regular duty. A compensatory bank (comp bank) is allowed each Employee covered by this Agreement, paid bank being, in fact, the number of hours of overtime allowed to be accumulated (comp time) at any one time. Hours earned in overtime may be entered into this bank as stated in Section C of this Article. The Employees may reduce the time accumulated in their compensatory time/bank by taking off from duty at the discretion of his or her commanding officer providing the officer notifies his commanding officer at the beginning of the shift. The employee shall not be ordered by any superior officer to take time off which he or she has accumulated in their compensatory time/bank. Compensatory time can be taken from one to eight hours on a regularly scheduled workday subject to the above qualifications.

2. In Event of Death: All compensatory time accumulated in the comp bank is time that has been earned by the officer (as is the case in vacation time). It represents time off from regular duty schedule hours to the earning officer. In the event of this officer's death, his or her spouse or heirs, or estate shall receive monetary compensation at the hourly rate of the deceased police officer for every hour held in the expired officer's comp bank at the time of his or her death.

ARTICLE VI - DUES

All employees in the bargaining unit who are not members of the F.O.P. shall be required to pay to the F.O.P. a service charge as a contribution toward the cost of the administration of this Agreement and the representation of such employee. The initial amount of this service charge shall be equal to the F.O.P.'s regular and usual initiation fees and consecutive monthly payments thereafter in an amount not to exceed the regular monthly F.O.P. dues. No deduction may be taken by the Employer without the written authorization of the employee.

ARTICLE VII - RANK DIFFERENTIAL

There shall be an eight percent (8%) differential in pay between rank classifications for the duration of this contract.

ARTICLE VIII - CLOTHING ALLOWANCE

When a new police officer is hired by the city, the city will furnish the new officer with a complete clothing issue and all equipment necessary for the officer to fulfill the duties of a police officer. After the completion of one year's service, the employee shall be entitled to a clothing allowance for the maintenance and replacement of the uniform and equipment. This allowance shall be paid in two (2) equal installments on February 1, and July 1 of each year covered by this agreement. The February payment will include time worked from July 1 through December 31 of the preceding year. The July payment will include the period from January 1 through June 30 of the present year. The allowance is to accrue to the employee at a rate of 1/12 of the annual allowance rate for any part of a month worked. The amount of the clothing allowance shall be one thousand three hundred dollars (\$1300) per year payable in two (2) installments of six hundred fifty dollars (\$650) each. Police officers who, due to retirement or date of hire, are employed less than a full six-month period shall be entitled to a clothing allowance which shall accrue at a rate of 1/12th of the annual allowance rate for any part of a month during which the officer was employed.

ARTICLE IX - HOSPITALIZATION, DENTAL AND VISUAL PLAN

- A. 1. The Police Officers will participate in the City of Evansville health benefits plan provided to employees of the City of Evansville under the self-insured group medical plan (including Dental and Vision) subject to the normal

eligibility requirements of the plan and payment of the monthly rates set forth below.

2. The City will provide to eligible officers and police pensioners covered by the City hospitalization and major Medical Plan access to the City's on-site medical clinic.

3. The City will provide access to an Employee Assistance Program.

The premium cost to each active employee covered by this Agreement shall be the following amounts per month from January 1, 2016, through December 31, 2016. The City agrees that Officers' premium costs shall not increase (beginning in 2017) unless and until other City employees' participating in the Plan (both bargaining unit and non-bargaining unit) premium costs equal or exceed those to be paid by Officers.

	Basic	Buy-Up
EE Only	\$50.14	\$56.14
EE + 1	\$61.57	\$73.57
EE + 2	\$68.04	\$83.04

These plan options cover the length of the contract and are available to all full-time employees and retirees. A spousal provision will be implemented as of October 1, 2005, for new hires only. The provision states that if the employee's spouse is eligible for coverage under their employer's policy, the spouse will only be covered as secondary under the City of Evansville's health insurance. The spouse's employer's health insurance will be primary.

B. In the event that a retired member of the Evansville Police Department is ineligible to continue coverage such as being eligible for any other employer sponsored plan as employees or dependents, such retired member may reserve the option to receive coverage under the City plans in the event that such retired member is no longer eligible for any other employer sponsored plan as an employee or a dependent and provides adequate documentation to the City of such ineligibility. Application to reserve this option must be made within sixty (60) days after such Employee's retirement date. A retiree returning to the program will be subject to any clause applicable to new employees. A retiree that retires prior to June 1, 1997, returning to the program will pay the premium for Police Pension Plan 1 retirees in effect at the time of return, and will be subject to future increases after that time.

A retiree that retired on or after June 1, 1997, returning to the program will be allowed to return under the terms applicable to Police Pension Plan 2, if said plan continues to exist, and such returning retiree will pay the premium rate for the Police Pension Plan 2 that is in effect at the time of their return to the Police Pension Plan 2.

C. POLICE PENSIONERS SCHEDULE OF PAYMENTS FOR HOSPITALIZATION AND MAJOR MEDICAL INSURANCE

1. Eligible Police Pensioners will be charged for coverage under the City Hospitalization and Major Medical Plan the following amounts per month for the duration of this agreement.

POLICE PENSION PLAN 1	Basic	Buy-Up
Single – retiree under age 65	\$113.96	\$119.96
Single – retiree over age 65	\$61.52	\$67.52
Family – retiree under age 65	\$193.42	\$208.42
Family – retiree over age 65	\$81.90	\$96.90

2. The Employer and the F.O.P. have agreed to allow future retirees wishing to resume City insurance coverage the ability to do so at the applicable rate for similarly situated retirees who, by virtue of their continued eligibility, have not fallen subject to the COBRA rate structure. If, at retirement, or subsequent to retirement, the retiree becomes eligible for other insurance coverage, the retiree will notify the City Insurance Department immediately and begin paying at the existing COBRA rate, or sign a waiver to withdraw from City insurance coverage. If at some point in time following the implementation of the COBRA rate or the exercise of a waiver as described, the retiree ceases to be eligible for other coverage, he/she may resume City coverage at the then current retiree rate applicable for similarly situated retirees.
3. All "rates" will continue to be variable and no indication to the contrary is implied, nor will any such inference be drawn. All "Retiree Rates" will continue to be subject to necessary and negotiated changes. This change applies only to those individuals retiring on or after January 1, 1996. All other terms of the plan and Agreement related to administration and eligibility will continue to be applicable.

Paragraphs 2 and 3 above are applicable to both Police Pension Plan 1 and Police Pension Plan 2 retirees.

ARTICLE X - RETIREE HEALTH INSURANCE FUNDING VEHICLE

The City of Evansville and the Fraternal Order of Police agree to provide a vehicle by which active police officers and the City of Evansville will maintain a health insurance program and coverage for eligible retirees.

A. ELIGIBILITY

1. All police officers that retired prior to June 1, 1997 will continue to be covered by the City of Evansville Hospitalization/Major Medical Plan, as amended ("City Plan") as Police Pension Plan 1 and must pay the premiums set out in Article IX, Section C.
2. All active police officers that retire June 1, 1997 or after will be covered by the City Plan as Police Pension Plan 2, provided:
 - a) They are eligible to receive benefits under the terms of either the 1977 Pension and Disability Funds (I.C. 36-8-8), the 1925 Pension and Disability Fund (I.C. 36-8-6), or converted their benefits under I.C. 19-1-36.5-7
 - b) They meet the eligibility requirements of the City Plan, and
 - c) They agree to participate in any plan or options offered to active police officers, and pay the appropriate premiums.

B. COVERAGE

1. The City Plan will be primary coverage until a covered beneficiary is eligible for Medicare. Then the City Plan will, consistent with the law and regulations governing Medicare, become coverage secondary to Medicare for retirees and disabled police officers.
2. In the event the federal government does not take action to continue to fund Medicare at its current level or takes action to reduce the level of coverage under the Medicare plan, the City of Evansville will not be responsible for picking up the shortfall created by these changes. The City of Evansville will only be responsible for the existing levels of funding in terms of dollars and percentages of claims covered. In the event Medicare benefits are reduced, the City will convert its retiree coverage to indemnity coverage, setting out the exact benefits limits to be paid.
3. Eligibility, coverage, benefits, and other conditions are controlled by the terms of the City's Plan Document.

C. FUNDING

1. Retirees who retired prior to June 1, 1997, will pay the premium rates set out in Article IX, Section C. Such rates are effective for the duration of this agreement.

2. Funding for the costs to the City Plan for those police officers who retire June 1, 1997 or after (beneficiaries) will be provided by the City of Evansville active police officers, and the participating retirees.
3. Active police officers shall contribute to the funding of the coverage for the Police Pension Plan 2 participants rather than those participants paying the premium rates applicable to the Police Pension Plan 1 group. Active Officers will have \$20.00 per pay withheld for the duration of this Agreement. Police Pension Plan 2 participants shall pay a \$10.00 per month premium for the duration of this Agreement. Both parties recognize and agree that both the active officers' contribution level and the Police Pension Plan 2 participants' contributions will continue to be subject to necessary and negotiated changes.

D. ACCESS TO INFORMATION

The Local Fraternal Order of Police will be granted access to all cost information provided to the City by its third party administration. This information will not include any protected health information of the participants or their dependents.

E. DEDUCTION AUTHORIZATION

1. Active police officers agree to pay their portion of the cost of the active and retiree health insurance under the Plan through authorized payroll deduction by executing a form consistent with state law.
2. Active police officers will pay \$20.00 each pay period beginning January 1, 2016, to cover their portion of the cost of Police Pension Plan 2 retiree coverage.
3. In the event an active police officer revokes this payroll deduction authorization for the retiree contribution, he/she will no longer be eligible for retiree health insurance under the Police Pension Plan 2. In the event an active police officer revokes this payroll deduction authorization for his/her health insurance coverage as an active employee, he will no longer be eligible for health insurance coverage.
4. Each retiree covered by this plan is required to sign an authorization form to have deducted from his retirement benefits the monthly retirement premium in the event that this plan is declared to be illegal or becomes inoperable at any time. The failure of said police officers, upon retirement, to execute such an authorization that can only be used in the event that this plan would become inoperable for any of the reasons set out herein, will result in the police officer's inability to be covered in this plan.

F. AMENDMENTS TO THE CITY PLAN

1. The current City Plan will be amended so that police officers that have retired on or after June 1, 1997, and that have been ruled ineligible for the Plan (due to other health insurance eligibility), and have signed a waiver, may return to the Plan at a point in time when they are no longer eligible for other insurance.
2. If any police officer, retiring on or after June 1, 1997, (not eligible for benefits under the 1925 Act or 1977 Act) retires before age fifty-two (52), said police officer shall be allowed to make the negotiated annual payment applicable to active officers (\$20 per pay for the term of this Agreement), including any annual increases, to the City Hospitalization Fund until age fifty-two (52) so that at the time said police officer reaches the age of fifty-two (52) he/she shall be covered as a covered retiree in Police Pension Plan 2. In order to remain eligible for retiree insurance up to age 52, in Police Pension Plan 1, the police officer must pay the negotiated retiree health insurance rates for Police Pension Plan 1.
3. The benefits provided in this provision of the contract for retirees apply to the disabled as well as to the retired. Any police officer who becomes disabled and is unable to work as a police officer will have his health insurance benefits under Police Pension Plan 2. Such employees are subject to the eligibility requirements and premium obligations applicable to Police Pension Plan 2 retirees as described and defined in this article. Further, any police officer who retires before the age of 52 under the 1925 Act, on or after June 1, 1997, and begins drawing pension benefits will be eligible for participation in this Plan.
4. Any police officer, retiring on or after June 1, 1997, who retires and whose spouse provides coverage under another plan, said police officer is allowed to remain covered under this plan as long as said police officer has to pay an additional premium to be covered under his/her spouse's plan. Additionally, dependents eligible for the spouse's insurance are not eligible for the City Plan.

ARTICLE XI - LIFE INSURANCE

The group term life insurance coverage (\$40,000.00/\$40,000.00 - double indemnity), provided by the Employer for the Employees shall be continued in effect during the term of this Agreement at the cost of One Dollar (\$1.00) per month to the Employees and the Employer shall pay the balance of the premium thereof.

ARTICLE XII - EDUCATION INCENTIVE

- A. Purpose - It is the purpose of this program to provide a financial incentive for personnel of the Evansville Police Department to obtain, during non-duty time (unless otherwise approved by the Chief of Police) college degrees in police-related fields and to assist those officers pursuing a college education by reimbursing tuition costs for pre-approved college courses.
- B. Eligibility - To participate in the Education Incentive Program, an applicant must be a full-time sworn police officer on active duty with the Evansville Police Department.

DEGREE - To be eligible for incentive pay, an officer must have an associate, baccalaureate, or masters degree from a college or university accredited by one (1) of the six (6) regional accrediting agencies (New England, Middle States, North Central, North West, Southern and Western).

MAJOR - Any of the above degrees must be in the academic disciplines of law enforcement, psychology, sociology, a business degree with any business related concentration (i.e., management, accounting, finance, etc.), math, English, public affairs/administration, education, political science, computer science, or any other discipline approved by the Chief of Police.

PROOF - The officer will furnish a copy of the degree along with a transcript of grades to the Police Personnel and Training Unit.

- C. Tuition Reimbursement - Eligible personnel will be reimbursed subject to appropriation upon completion, a maximum of two classes per semester. Reimbursement will be at the applicable in-state resident rate then used by said state-supported university. Tuition paid by an officer will be reimbursed upon proof of satisfactorily completing the courses toward the required major with a "C" or better grade as follows:

100% for the grade of "A";
90% for the grade of "B"; or
80% for the grade of "C".

The Chief of Police, in his discretion, can approve or disapprove a request for tuition reimbursement.

Required majors for the tuition reimbursement program will be law enforcement, psychology or sociology. The Chief of Police may pre-approve tuition reimbursement for any other class that Chief of Police determines will better the Police Department.

Officers having served in the military service must first investigate their eligibility for government benefits before applying for tuition reimbursement from the Police Department. Officers eligible to exercise their G.I. bill or any other government benefits will not be eligible for tuition reimbursement from the Police Department until those benefits have been exhausted.

Tuition reimbursement will be limited only to tuition cost. Fees such as registration, enrollment, student activities, parking, cost of books, etc., will be responsibility of the participating officer.

- D. Requests - Requests for participation in the Education Incentive Program shall be made to the Personnel and Training Unit of the Evansville Police Department. Those officers interested in participating in the tuition reimbursement program must notify the Personnel and Training Unit one (1) grading period prior to enrollment in any class. Upon completion of the course(s), the officer will provide proof of grade and apply for tuition reimbursement. All reimbursement requests must be approved by the Chief of Police.
- E. Incentive - The City of Evansville will pay an annual amount for attained degrees according to the following schedule:

Associates Degree	\$ 500.00
Baccalaureate Degree	\$1,000.00
Masters Degree	\$1,500.00

The incentive will be paid by dividing the earned incentive amount by the number of pay periods in a calendar year. This amount will then be included on each check for the calendar year. An officer obtaining a degree during the calendar year will receive a prorated incentive amount for the remaining pay periods in that year. Regardless of the number of degrees obtained, an officer will receive only one incentive amount, the highest amount.

ARTICLE XIII - VACATION

- A. Vacation Schedule - Employees shall be entitled to a paid vacation as follows: One (1) year, but less than Five (5) years, Two (2) weeks paid vacation; Five (5) years, but less than Ten (10) years, Three (3) weeks paid vacation; Ten (10) years, but less than Fifteen (15) years, Four (4) weeks paid vacation; Fifteen (15) years, but less than Twenty (20) years, Five (5) weeks paid vacation; Twenty (20) years or more, Six (6) weeks paid vacation.

- B. Unused Vacation-Death - In the event of the death of any Employee covered by this Agreement who has "earned" but not "taken" his or her vacation time, said vacation time will be converted into monetary compensation, at the hourly rate of the expired officer, and paid to his or her spouse, heirs or estate, for every hour of "unused" vacation time at the time of the officer's death.

- C. Scheduled Vacation-Emergency - If the police department was in a state of emergency declared by the method set out in Indiana State Law, and an officer was unable to take a scheduled vacation, even though time did exist to do so, the officer would be allowed to carry this vacation time over into the ensuing year; provided, however, if there is sufficient time existing in the current year, after the emergency is concluded, the vacation must be taken prior to the end of the current calendar year. If an officer is unable to take a scheduled vacation due to a personal emergency to be determined by the Chief of Police, and after the emergency no time existed in the current calendar year to take the vacation, then the officer would be allowed to carry the vacation time into the ensuing year. Failure to comply, as set out above will result in loss of vacation time for the calendar year with no carry-over.

- D. Vacation-Anniversary Date - When an officer reaches his or her "anniversary" date in time on the department, and is entitled to additional periods of vacation time, and said vacation time could be taken prior to the end of the current calendar year, then the time shall be granted. However, if sufficient time does not exist in the current calendar year to take the additional time, then no time is granted and no time is carried into the ensuing year. No time for vacation is earned until each anniversary date is reached, and will not be granted in advance. Upon an officer reaching his "anniversary date" he shall immediately be entitled to the paid vacation for the years spent on the department as previously stated. No minimum time will have to be spent in the yearly category before the officer is entitled to the vacation time as stated.

ARTICLE XIV - HOLIDAYS

Holidays are defined as follows with the specified dates for certain holidays as set out below:

New Year's Day	January 1
Martin Luther King's Birthday	
Washington's Birthday	
Good Friday	
Easter Sunday	
Memorial Day	
Independence Day	July 4
Labor Day	
Thanksgiving Day	
Day after Thanksgiving Day	
Christmas Eve	December 24
Christmas Day	December 25
Election Day--includes the	

Primary in May and the
General Election in November
Employee's Birthday
New Year's Eve

December 31

In non-election years, police officers will celebrate Lincoln's Birthday and Veteran's Day as holidays in lieu of the two (2) election days.

ARTICLE XV - FUNERAL LEAVE DAYS/PERSONAL LEAVE DAYS

Funeral days will be granted to each employee in the event of the death of a member of the officer's immediate family. In each instance, the officer will be granted three (3) working days. This leave will also be granted for the death of the immediate family of the officer's spouse. Immediate family is Spouse, Child, Mother, Father, Brother, Sister, Grandparents, Grandchildren, Sister-in law, Brother-in-law, Father-in-law, and Mother-in-law.

An employee covered by this agreement will be allowed to attend the funeral of a Stepmother, Stepfather or Stepchild.

The Commander/Lieutenant shall have the power to grant personal leave days to officers that shall not be counted towards vacation, sick leave, or the officer's overtime bank, upon a reasonable request made to the Commander/Lieutenant with reasonable notice and approval thereof.

ARTICLE XVI - BILL OF RIGHTS

- A. Whenever a police officer is under investigation (such officer hereafter referred to as the "ACCUSED") by the Internal Affairs Unit or any other police officer delegated by the Chief of Police to investigate a formal or informal complaint, he shall have the following rights:
1. An Accused shall only be required to appear before an Internal Affairs Unit investigator for an interview when a signed and sworn formal complaint has been filed against him and he has been notified thereof. The complaint shall set forth the exact rules, regulations, etc., the accused officer is alleged to have violated and the nature of the supportive facts. These shall be presented to him at least twenty-four (24) hours prior to his being required to give a statement. An informal complaint, a complaint not signed and sworn, shall be handled by the police officers immediate supervisor.
 - a) The formal complaint shall be in writing, signed and sworn to by the person making the allegations, and shall set forth a concise statement of the facts upon which the complaint is based including the date, time and location of the occurrence. All statements of civilian witnesses shall also be signed and sworn to.

- b) A copy of the complaint against the Accused shall be presented to him a minimum of twenty-four (24) hours prior to any interview and/or any required statements, and the Accused shall have an opportunity during this twenty-four (24) hour period to review the facts of the complaint before being interviewed or questioned about the complaint. The copy of the complaint shown to the accused shall set out generally the matters under consideration, the alleged violations, the alleged facts of the alleged violations, and a brief synopsis of the allegations made by the complainant and a synopsis of the statements of any witnesses or other evidence.
 - c) The Accused shall only be interviewed as to the events and time frame indicated in the formal complaint. If in the course of the interview and/or investigation, the investigating officer determines that there may exist a violation of the Rules and Regulations not covered either in content or time frame by the formal complaint, such secondary information shall not be investigated, nor shall the Accused be interviewed about such secondary information, until a formal complaint is filed relating to such. Such complaint can be filed by the Internal Affairs Division, any investigation officer, or any other person having knowledge of the secondary information, but no action shall be taken, interview held, or investigation made on such secondary information until the filing of either an amended or second formal complaint.
2. The interview of the Accused shall be conducted at the office of the Internal Affairs or at an alternate location agreed upon between the Accused and the Internal Affairs investigator, unless the seriousness of the investigation requires immediate action. An incident which would require "immediate attention" should only be in cases of extreme emergency. When a case of an "extreme emergency" is determined, an opportunity shall be given to the officer to contact a member of the Board of Directors, preferably the President or Vice-President, and the Attorney for the Fraternal Order of Police Lodge No. 73.
 3. The interview shall be conducted when the accused is on duty or at a time agreed upon between the Accused and the Internal Affairs investigator unless the seriousness of the investigation requires immediate action, again only in cases of extreme emergency.
 4. Each session of interviews of the Accused shall be limited to two (2) hours duration and there shall be at least two (2) hours interval between each session of interviews, unless otherwise agreed between the Accused and the Internal Affairs investigator or unless the seriousness of the investigation requires otherwise, again only in cases of extreme emergency.
 5. The Accused shall not be subjected to offensive language or abuse during the interview and shall be allowed to attend to his personal physical necessities, even in those cases that are considered to be extreme emergency.

6. All interviews of the Accused shall be recorded by the Internal Affairs investigator and a transcript thereof typed which shall be signed by the Accused.
7. During the interview, an Accused shall have the privilege of having an attorney or other representative of his choice present and shall be entitled to record his interview; subject, however, to the following restrictions:
 - a) An attorney or representative chosen by the Accused must be, depending upon the seriousness of the investigation and the need for immediate action, available within a reasonable period of time and under no circumstances will any interview session be delayed in excess of twenty-four (24) hours because of the unavailability of the attorney or representative chosen by the Accused. However, no matter how extreme an emergency exists, no interview shall take place until the Accused shall be given a minimum of two (2) hours to obtain the services of a representative and/or attorney unless the officer chooses to not exercise this right.
 - b) During the interview of the Accused, the attorney or representative shall not make any statements or objections of any kind to the Internal Affairs investigator nor will he in any way impede the interview but will restrict his remarks to conferring with the Accused. The representative's failure to object to any question shall not constitute a waiver of his ability to later object to any questions asked.
 - c) In the event of his failure to observe any of the foregoing rules, said attorney or representative shall forfeit his privilege of being present during any interview of the Accused and the Accused shall be permitted to choose another attorney or representative to be present during the next session of interview. If the representative or attorney is excluded because of non-compliance with these provisions, the time limit for the next session mentioned above shall be observed for future sessions.
8. The Accused shall not be subject to having his residence, private place of business, if any, private vehicle or the locker space assigned to him by the Evansville Police Department searched unless a valid search warrant has been obtained or he voluntarily agrees to such a search.
9. No member of the immediate family of the Accused shall be required to give a statement to the Internal Affairs investigator and prior to requesting any member of the immediate family of the Accused to give a statement, the Accused shall be given notice of such intended request and the Accused shall be given an opportunity to confer with that family member before that family member shall be asked to give a statement. This provision shall not apply to instances where the complainant is a member of the officer's immediate family.

10. It shall "not" be mandatory for the Accused to submit to a lie detector test, psychological Stress Evaluation test or any other mechanical or physical device or test for the purpose of determining veracity.
11. Blood, breath and urine tests for alcohol or controlled substances are mandatory for the Accused who is suspected of being under the influence of alcohol or any drug while on duty. No officer shall be required to submit to any blood, breath or urine test for alcohol or controlled substances while off duty, unless compelled to so submit by law or while performing a police function or exercising police powers while off duty.
12. A member shall not be compelled to appear in a formal police line-up in any administrative investigation either as an accused or prior to a complaint being filed. This section shall apply to personal line-ups and not apply to showing of photographs to complainants, witnesses, etc., or to the viewing by persons, such as complainants, witnesses, etc., of police officers in natural and normal circumstances such as roll call, etc.

B. Formal complaints investigated by the Internal Affairs Unit shall be handled in the following manner by classification and designation:

1. Unless litigation or an administrative claim alleging unlawful conduct (i.e. civil rights claim) is pending unfounded, exonerated and non-sustained formal and informal complaints shall be kept on file with the Internal Affairs Unit for a period of twenty-four (24) months, at which time they shall be destroyed together with all records thereof, with the enforcement officer who was the subject of the complaint having a right to be present during the destruction, if he so desires. Said officer shall be informed of the proposed destruction before it takes place.

If some type of legal action has been instituted, including civil rights complaints, then a copy of the file will be released to the City of Evansville Legal Department. All said copies of files shall be the sole property of the Trial Division of the City attorney's Office and exist solely as investigatory tools and aids in defense of lawsuits against the officer and the City, but subject to inspection upon request by the officer involved.

The Internal Affairs Unit will maintain a log in each file of any copies made and who received them. At the conclusion of the litigation all copies will be returned to the Internal Affairs Unit for destruction, with only the original being maintained for the 24-month period.

2. When a sworn Citizens Complaint is filed with the Internal Affairs Unit against a Police Officer, and a statement is taken from the complainant, should the complainant fail or refuse to return and sign and be sworn to such statement

within thirty (30) days. The file will be maintained for twenty-four (24) months and then destroyed as described in section 1.

3. Sustained formal and informal complaints are to be maintained for a period of five (5) years from date of the complaint having been filed with the Internal Affairs Unit. Upon the fifth anniversary date the entire file shall be destroyed or turned over to the officer(s) at the officer's option except where litigation of whatsoever kind is pending in a court of law. Upon resolution of such litigation the entire file shall then be turned over to the officer(s) or destroyed in its entirety including any references to complaint number(s), file cards, etc.
- C. It is the intent of this section to guarantee basic rights to all Employees who are not under formal investigations by the Internal Affairs Division (IAD) but who may be involved in an investigation relating to an internal police matter by a superior officer. These rights, such as the rights not to be compelled to submit to any mechanical test for veracity, appear in a physical line-up, etc., are hereby guaranteed to all officers even if an IAD investigation is not underway. It is not the intent of this section to interfere with, or in any way complicate, the day-to-day operation of the police department in the relations of superior and subordinate officers. These rights the parties agree are basic rights, and should not be taken by the parties to mean that general, day-to-day activities such as the discussing of general police matters, should be impeded. Any officer should have the right to inquire into day-to-day police activities of other officers without this Bill of Rights impeding said inquiries. The parties, however, do recognize that the Employer cannot have the power to circumvent the guarantees herein by merely bypassing the Internal Affairs Unit of the Police Department. The following rights shall be guaranteed to all officers whether or not they are under investigation by the Internal Affairs unit or any other police officer designated by the Chief of Police to investigate a formal complaint that have not heretofore been classified and defined as the "accused".

It is the intent of the parties that the Bill of Rights shall not interfere with the day-to-day operations of the Evansville Police Department and the informal investigation of departmental affairs. It is, however, the intent of the parties that certain basic rights delineated below shall be guaranteed to all officers even if they are not under investigation. The Employer and the Employees do hereby guarantee the following rights to officers that do not fall into the classification of Subparagraph A of Article XV: those officers not under investigation.

1. If a subordinate officer shall be requested to give an explanation to a superior officer of an incident involving death or serious bodily injury involving the officer's use of a firearm, which, in the opinion of the subordinate officer may result in disciplinary action or criminal procedure, then he will be given reasonable opportunity to collect his thoughts prior to making a statement or account of the incident. The officer shall be given the opportunity to contact a member of the F.O.P. Executive Board, preferably the President or Vice President, and the attorney for the Fraternal Order of Police Lodge #73.

2. No officer shall be subject to having his residence private place of business, if any, private vehicle or the locker space assigned to him by the Evansville Police Department searched unless a valid search warrant has been obtained or he voluntarily agrees to such search.
 3. No member of the immediate family of any officer shall be required to give a statement to any superior officer of his designated representative pertaining to any police matter. If the superior officer wishes to discuss any police matter with a member of the officer's immediate family, the officer shall be given notice of such request and the officer shall be given an opportunity to confer with that family member before that family member shall be asked to give a statement. This provision shall not apply to instances where the complainant is a member of the officer's immediate family.
 4. No officer of the department shall be required to submit to a lie detector test, psychological Stress Evaluation test or any other mechanical or physical device or test for the purpose of determining veracity.
 5. No officer of the department shall be required to submit to any blood, breath or urine test for alcohol or controlled substance while off duty, unless compelled to so submit by law or while performing a police function or exercising police powers while off duty.
 6. No officer shall be compelled to personally appear in a police line-up pertaining to any administrative matter. This shall not apply to showing of photographs to persons or viewing of police officers in normal situations as stated in A (12) above.
- D. The City will "not" release the content of "any" Internal Affairs File, Employment File or "any" Personnel File of any officer to any person or agency outside of the Evansville Police Department, unless that officer expressly consents to such release or such information is subpoenaed and the City has resisted said subpoena in the appropriate court to the best of the City's ability. When, however, in the judgment of the IAD Division, the investigation has uncovered evidence of possible criminal activity on the part of the accused officer, all of the IAD investigation shall be made known to the Chief of Police, and if he determines that there is a possibility of criminal involvement by the accused officer, the officer shall be so notified and the IAD file, "without" the officer's compelled statement, may be forwarded at the Chief's discretion, along with any physical evidence, to the Detective Division, County Prosecutor, etc., for appropriate action. The officer's compelled statement shall not be released to any outside agency, such as the County Prosecutor, in such a situation, unless it is subpoenaed and the City has resisted such a subpoena.
- E. A police officer shall have an opportunity, at a reasonable time during office hours, to review his active personnel file (pre-employment records not included) and any closed Internal Affairs Unit file in which he was the Accused. In the event there is a comment

adverse to his interest in his personnel file, the police officer shall have the right to file a written response thereto, which written response shall be attached to said adverse comment; and, additionally, he shall have the right to file a grievance in regard to any such matter which is of such gravity that it could affect his promotional opportunities, which grievance shall then be processed in accordance with the grievance procedure.

- F. The Internal Affairs Unit shall not take complaints on an officer for actions occurring off-duty and not involving police action. These complaints shall be referred to the appropriate investigative unit or agency.

ARTICLE XVII - GRIEVANCE PROCEDURE

The following shall be the established Evansville Police Department Grievance Procedure:

- A. An aggrieved officer will attempt to solve his or her problems with the immediate supervisors. If there is no solution to the problem within three (3) days satisfactory to the aggrieved officer, then the aggrieved officer must file a written grievance within thirty (30) days of the incident or situation that led to the grievance.
- B. A written formal grievance, using the Fraternal Order of Police form, will be filed with the President of the Fraternal Order of Police. At the same time, copies of this grievance will be forwarded to the officer's immediate supervisors and up the chain of command to the division's Deputy Chief. The Fraternal Order of Police Executive Board shall review and make a decision to approve or disapprove of the grievance within Twenty One (21) days, upon request of the Fraternal Order of Police President.
- C. If the Fraternal Order of Police Executive Board decides there is no grievance, (and the grievance is not of a disciplinary nature) then the aggrieved party may appeal to the full membership at the next Fraternal Order of Police regular monthly meeting. Written notification of the Fraternal Order of Police decision shall be immediately forwarded to the division Deputy Chief.
- D. If it is determined by the Fraternal Order of Police that there is a basis for the grievance, upon the division's Deputy Chief receiving written notification of such decision as aforementioned, the division's Deputy Chief will attempt to solve the problem with the aggrieved officer and his immediate supervisors. If there is not a satisfactory solution agreed to by all parties, the division's Deputy Chief shall appoint a grievance committee within five (5) days from the date of the receipt of the aforementioned notification from the Fraternal Order of Police. The grievance committee will be comprised of the following officers:
 - 1. One (1) officer from the section of the aggrieved officer and of the same rank of the aggrieved officer, chosen by the division deputy chief.
 - 2. One (1) officer from another section, chosen by the aggrieved officer, but not of the same rank as the aggrieved officer.

3. These two (2) officers will then choose a third officer from any section of the department, other than the section of the aggrieved officer, and so long as this officer is not of the same rank as the two (2) officers making the selection.
4. If the two (2) appointed officers do not agree on a third officer, one will be appointed by the Chief of Police immediately.

The grievance committee, after being appointed, shall hold a hearing and review the grievance within five (5) days. The grievance committee shall make a decision and send their recommendation to the Chief of Police within two (2) days of holding of the hearing.

- E. The Chief shall review the recommendation of the grievance committee and make a final decision as soon as possible, but not later than ten (10) days after receiving the decision and recommendations from the appointed grievance committee.
 1. If the grievance is not appealable, then the decision of the Chief is final; however, the Fraternal Order of Police may appeal any issue covered by this contract to the Vanderburgh Superior Court or Vanderburgh Circuit Court, provided an individual member of the police department, who also is a member of the Fraternal Order of Police, has complied with the grievance procedure. The Fraternal Order of Police, Lodge #73 may only file a lawsuit or appeal challenging a denial of a grievance after the grievance procedure has been exhausted.
 2. If the subject matter of the grievance is within the statutory authority of the Police Civil Service Commission and/or the Board of Public Safety, then the aggrieved officer shall be advised by the Fraternal Order of Police Executive Board that he may appeal this decision to the appropriate board or commission.

ARTICLE XVIII - INDEMNIFICATION

- A. The term "police officer" shall mean any sworn, full-time police officer (excluding "special police officer") of the Evansville Police Department. This article of Indemnification shall cover all full-time police officers, whether or not they are currently employed by the City of Evansville for all actions taken while employed as full-time police officers of the City of Evansville, provided such actions were in good faith and performed during the course of official police duty whether on duty or off duty within their scope of authority as defined by all federal, state and local laws of statutes and/or ordinances.
- B. Intent - It is the intent of the Employer and Employees by this Article to require the City to indemnify any police officer for any action threatened or filed against him or for any judgment recovered against him growing out of a civil action or potential action to recover damages to person or property resulting from the alleged acts of negligence,

wrongful acts or omissions of the police officers while acting within the scope of their authority and/or employment. The Fraternal Order of Police may request that the City provide for separate legal representation for an officer and the City agrees to meet and discuss the provision of separate legal representation.

C. Suits and Trials

1. Upon a police officer being sued or receiving a notice of intention to be sued or assertion of a claim for damages by any person or persons for an action taken by him within the scope of his authority and employment as a police officer, whether off-duty or on-duty, the City shall indemnify and provide a legal defense for said police officer.
2. Immediately after this contract becomes effective, the City shall execute a "Master Agreement of Indemnification", setting out the respective responsibilities and obligations of both the police officer and the City when a police officer is sued, pursuant to this Article. Copies of this "Master Agreement" shall be provided to each and every police officer of the City of Evansville.
3. The City shall take all appropriate action to competently and adequately defend such officer and to insure that an execution of judgment is not levied against a police officer, including, but not limited to, the timely filing of all necessary pleadings in the legal action, adequately investigating the facts of the case, etc.
4. As a condition precedent to the right of indemnification under this section, any police officer desiring indemnification shall:
 - a) Tender in writing, if requested, to the Corporate Counsel of the City of Evansville, Indiana, the right to appear and defend any litigation as may result in a judgment covered by this Article and grant to the City the right to make such investigation, negotiation and settlement of any claim as the City deems appropriate, and the City shall provide to the officer the appropriate forms for this.
 - b) Give notice containing the particulars sufficient to indemnify the police officer involved and information as to the time, place and circumstances thereof to the Corporate Counsel of the City of Evansville, Indiana, immediately following an occurrence or as soon thereafter as practical if requested to do so by the Corporate Counsel, and the information turned over to the Corporate Counsel by the officer shall be considered as "work product" of the Trial Division of the Corporate Counsel's office, and shall not be subject to subpoena, discovery, etc. All information revealed by the officer shall not be turned over to any superior officer of the Police Department, administrative agency, or anyone else, and there shall attach the statutory relationship of attorney-client to all such information.

- c) Forward immediately any or all notice of claims, legal papers, letters of demand, demands notices, summons, complaint or other process received by such police officer or his representative to the Corporate Counsel of Evansville, Indiana.
5. It shall be the responsibility of the City to advise the police officer of the status of such case or claim, and, when possible, to give written notice of any settlement offers or rejection of settlement offers to such police officer ten (10) days in advance of such decision to settle or refuse to settle such case.
6. An officer may, at his option, have his own attorney appear for him in any suit as long as said attorney does not interfere with the Corporate Counsel's defense of said suit.
7. If an officer is sued, and feels that he has a meritorious cause of action against the plaintiff(s) in the lawsuit, he shall have the right to file a countersuit against said plaintiff(s). In addition the City may institute countersuits or original action. Also, if an officer shall institute a suit against a person concerning his official law enforcement duties, and is, in turn, countersued, the Corporate Counsel shall defend the officer on the counter claim or cross-complaint as if it were an independent action against the officer under the protections provided under this section.
8. Whether or not the police officer is on duty or off duty, if the alleged action of negligence, wrongful act or omission occurred while such officer was acting within the scope of his authority and employment, then in such event the provisions of this Article shall be applicable to the Employer and Employee. If off duty and working for a private employer, but working within the scope of his authority as a police officer, and if the police officer's private employer shall provide legal assistance and indemnify the officer, the City shall not become involved in the litigation. However, if the private employer refuses to provide legal assistance and indemnify the police officer, the City shall file, on behalf of the police officer, all appropriate pleadings to force the private employer to defend and indemnify the police officer.

If the City is unsuccessful in forcing said employer to defend and indemnify the police officer, (the City shall defend and indemnify the police officer) as stated in other parts of this resolution if the police officer were acting within the scope of his authority and employment as a Police officer. If a judgment is rendered against the police officer, the City shall take the action as delineated below in Section D under Judgments.

9. Indemnification shall not be provided, nor is it the intent of the parties to so provide indemnification to police officers who are not acting within the scope of their authority and employment.

- D. Judgments - The City of Evansville, Indiana, shall indemnify any police officer of the City of Evansville against whom judgment has been recovered for the actions of the officer while acting within the scope of his authority and employment as a police officer, provided, however if the police officer is in the employ of someone other than the City of Evansville, the City of Evansville shall take all steps to enforce the judgment against the employer. If the City is unsuccessful in enforcing the judgment against the employer, and the officer was acting within the scope of his authority and employment as a police officer, the City shall indemnify and protect the officer, and pay any judgment against him and shall not allow an officer's financial assets or income to be placed in jeopardy in any way. Notwithstanding the City's ability to delay the payment of a judgment, the City shall insure that no officer shall be personally liable for the payment of any judgment arising out of any action covered above. The City shall, however be empowered to pursue all appeal processes it deems advisable and necessary as long as an officer's financial assets are not jeopardized. If an appeal bond is required to be posted by an individual officer covered above, the City shall post said bond at no cost to the officer. If the City is held liable under this agreement to pay the judgment when the private employer of the police officer who is working off-duty, refuses to indemnify, hold harmless and pay the judgment against the officer, the corporate counsel shall in turn sue the private employer to reimburse the City for not only the amount of the judgment, but for any legal expenses of the City Attorney's staff, costs of litigation, punitive damages and any other damages that the City Attorney feels in his opinion are legally justified to claim against the private employer. It is the intent of the City to place the private employer of the police officer on notice that the City will take whatever action necessary in the filing of suit against such employer who refuses to indemnify and hold harmless a police officer who is in the employ of the private employer when the City must defend the officer and hold him harmless from any judgments.

ARTICLE XIX - MANAGEMENT RIGHTS

It is recognized that the Employer has and will continue to retain the rights and responsibilities to direct the affairs of the police department in all of its various aspects. Among the rights retained by the Employer are the Employer's rights to direct the working forces, to plan, direct and control all operations and services of the police department, to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercises of any of the above rights shall not conflict with any of the expressed written provisions of this Agreement or any laws or statutes of the State of Indiana.

ARTICLE XX - "FOUR AND TWO" SCHEDULE

The Uniform and Radio Division of the Police Department which worked in 1979 a work schedule commonly termed as "Four and Two" work schedule (4/2) shall be guaranteed working a 4/2 work schedule thru 1996 without requirement of "making up" any time for not working a forty-hour work week since all employees are "salaried" and not hourly employees. However,

support personnel assigned to the Uniform Division may be required to work a schedule other than the 4/2 schedule. Support personnel include, but are not limited to, lieutenants, crime prevention officers, hit/run officers and litter abatement officers. Support personnel DO NOT include patrolmen, corporals and their immediate supervisors who are assigned to patrol/sector beats. Nothing herein shall be construed to allow the City to use this language to circumvent its obligation to guarantee a 4/2 schedule as stated herein. It is the intent of the parties that no "make-up" time will be required of any employee working a 4/2-work schedule if their "work week" amounts to less than a forty (40) hour work week. Any division or department working a "split five and two" work week such as, but not limited to, the Detective and Juvenile Sections in 1979, shall continue to work the same basic schedules in 1997 thus enabling the members of that department or section weekends off under the basic conditions prevalent in 1979. Both parties hereby recognize that an emergency declaration as legally proclaimed by the Board of Public Safety shall have a bearing on this section. Also, both parties agree that at no time, for disciplinary reasons, or for any other reasons, shall time be deducted from the employees compensatory over time bank.

ARTICLE XXI - NO STRIKES AND LOCKOUTS

It is agreed that there shall be no strikes, picketing --informational or otherwise--walkouts or any other form of concerted activity directed against the Employer by the Employees to withhold their services, either in whole or in part, from the Employer. It is further agreed that the Employees, who are the subject of this Agreement, shall not assist, engage in, honor, or participate in any of the aforementioned prohibited activities on behalf of the Employer. It is also agreed that the Employer shall not directly or indirectly "lockout" any of the Employees.

ARTICLE XXII - SAVINGS OR RETAINING CLAUSE

If any provision of this agreement, or the application of 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 of this Agreement shall remain in full force and effect during the term of this Agreement.

ARTICLE XXIII - COLLECTIVE BARGAINING AND MEDIATION

The Employer will set up a procedure which will guarantee collective bargaining and mediation for police officers in settling any contract differences between the police officers and the City, and includes negotiations for future collective bargaining agreements. Bargaining for the next contract period shall commence on May 1st.

ARTICLE XXIV - NO LAY OFF OF POLICE OFFICERS

It is agreed that there shall be no lay off of Evansville Police Officers under this contract at any time.

ARTICLE XXV - MANNING OF POLICE DEPARTMENT

For the year 2016, the number of police officers employed by the City of Evansville shall not be less than 286 to reflect the current assessment of manpower needs as determined by the City administration. This number shall include the Chief of Police and shall be maintained through the term of this Agreement. Any reduction in force required to attain the 286 level must occur through attrition. The year to year manning levels shall be determined through negotiations between the parties hereto. Any reduction in the negotiated manning level from year to year shall only be through attrition and only if the Common Council of the City of Evansville has declared a fiscal emergency.

ARTICLE XXVI - APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall be numbered or lettered, dated and signed by the responsible parties of this Agreement, attached to this Agreement, and shall be subject to all of the provisions of this Agreement.

ARTICLE XXVII - AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS OF BOTH PARTIES OF THIS AGREEMENT

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto.

ARTICLE XXVIII - FOP BUSINESS/SPECIAL DUTY DAYS

The Fraternal Order of Police is hereby granted at the discretion of the President of the Fraternal Order of Police, after notifying the Chief of Police, the use of Police Officers who are members of the Fraternal Order of Police to perform Fraternal Order of Police functions which shall include, but not be limited to, Board meetings, State and National conferences and legislative matters. Time spent performing these functions shall not result in loss of pay. Special Duty Days or BA Days that are specifically used for FOP events are set at One Thousand Five Hundred (1500) hours annually. These hours are to be managed by the FOP. Officers who hold State or National FOP offices are exempt from these hours and will be allowed to perform FOP business as required by their duties.

ARTICLE XXIX - DURATION OF AGREEMENT PAST PRACTICES RATIFIED AND CONTINUED

THIS AGREEMENT will be effective January 1, 2016, for a period of three (3) years through and including December 31, 2018. In the event neither party notifies the other in writing of its intention and desire to modify this Agreement at least sixty (60) days prior to December 31, 2018, the Agreement shall continue in effect for a period of one (1) additional year, provided however, this Agreement shall in any event end no later than December 31, 2019. This

Agreement is reopened annually with regard to wages and health benefits to accommodate any changes to the employee health benefit plan implemented for City Employees.

This Agreement supersedes all prior agreements between the parties.

ARTICLE XXX- MERIT ORDINANCE

The City of Evansville agrees not to make any changes in the existing merit ordinance of the Evansville Police Department unless a committee with equal representation from the Fraternal Order of Police and the City of Evansville makes a recommendation by a majority vote for such changes in the ordinance.

The Committee will consist of three (3) members appointed by the Mayor of the City of Evansville and three (3) members appointed by the President of the Fraternal Order of Police. The parties hereby agree that any changes in the recommendation of the committee can only be implemented as an ordinance with the consent of said committee.

ARTICLE XXXI - SICK LEAVE

It is understood and agreed by the parties that the past practice of the Employer, City of Evansville, will be a part of the terms and agreements of this Contract for sick leave policy of all police officers covered under this Agreement.

It is understood that the Employees are treated as salaried employees and the past policies and practices of the Department and the City in providing sick leave to its police officers will continue to be a term of said Contract.

ARTICLE XXXII - DRUG TESTING

The City and the FOP agree to comply with all relevant laws, rules and regulations to maintain a safe and drug-free work environment. Policies will be presented to the bargaining unit representatives for comment prior to implementation.

ARTICLE XXXIII - SPECIALTY BONUS

- A. The Employer does hereby recognize that within the Department there are certain assignments that require training, knowledge, and initiative above and beyond what is normally expected of the Employees. The Employer will now establish a pay category designated "Specialty Bonus" to compensate those First Class Officers and Corporals who meet, and maintain, the requirements set out below.
- B. The Specialty Bonus is to be paid to Officers and Corporals assigned to the Field Training Office. The Chief of Police may at his option, designate other assignments that will receive the Specialty Bonus. The Chief of Police retains the right to transfer Officers into or out of these assignments the same as if the Specialty Bonus did not exist.

- C. The City will pay an annual amount not to exceed \$1,200 for this Specialty Bonus to each qualified Employee. This amount will be paid by dividing the annual amount by the number of pay periods in a calendar year. This amount will then be included on each regular paycheck for the calendar year. An Employee becoming eligible for this bonus after January 1 of any given year will receive a prorated amount of the annual figure for the remaining pay periods in that year. Upon being transferred out of a unit that has been designated to receive this bonus pay, the bonus will be discontinued on the date of transfer.
- D. The annual amount of bonus will be One Thousand Two Hundred Dollars (\$1,200) for all Officers and Corporals assigned to the Field Training Office. The Chief shall set the annual bonus amount for any other unit designated to receive said bonus.
- E. Should an Employee be assigned to more than one unit that has been designated to receive this bonus, said Employee will be eligible for only one Specialty Bonus pay. This, however, is not to preclude an Employee from receiving this Specialty Bonus while also receiving Shift Differential, Education Incentive, and/or Equal Pay bonus, which are all addressed elsewhere in this contract.
- F. It is agreed and understood by both parties that this bonus will become effective at the beginning of the first pay period following the acceptance and signing of this contract by the Fraternal Order of Police. It is further agreed and understood that no Employee will be required to return any pay to the City for an Equal Pay bonus already received by Field Training Officers prior to the acceptance and signing of this contract.

ARTICLE XXXIV - DISABLED IN THE LINE OF DUTY

The Employer and the F.O.P. have agreed to the reduction and/or removal of City Health Insurance premium expense for Officers disabled in the line of duty. This program will be administered as follows:

A. Definitions:

Disabled

A “catastrophic (disabling) injury” means consequences of an injury that permanently prevent a Police Officer from performing the full duties normally associated with a sworn officer.

Disabled in the Line of Duty

For purposes of this Agreement, “disabled in the line of duty” means a disability that occurs as a direct result of personal injury or illness resulting from any action that the Officer, in the Officer’s capacity as a Police Officer, is obligated or authorized by rule, regulation, condition of employment or service, or law to perform in the course of controlling or reducing crime or enforcing criminal law.

B. Limitations

No benefit intended by this Addendum shall be realized:

1. If the disability was caused by the intentional misconduct of the Police Officer or by such intention to bring about the disability;
2. If the Police Officer was voluntarily intoxicated at the time of his disability;
3. If the Police Officer was performing his duties in a grossly negligent manner at the time of his disability;
4. To any other Police Officer who would otherwise be entitled to a benefit under this Addendum if such individual's actions were a substantial contributing factor to the disability of the Police Officer.

C. Resolution of Disputed Disability

A three-person panel consisting of the Chief of Police, the FOP President, and the Executive Director of Administrative Services will make the final and binding determination that a disabling injury, which falls outside of the Federal and State Line-of-Duty guidelines, occurred in the line-of-duty and is not simply coincident with being on duty. The line-of-duty designation by the panel must be unanimous and is not subject to any form of appeal.

D. Rate Structure

"Degree of disability" as expressed in a PPI Rating will be the basis for a discounted charge rate. For example, a 40% disability rating would result in a line-of-duty disabled officer paying 60% of the prevailing Retiree Rate for City Health Insurance. This language is only applicable to those officers disabled before June 1, 1997.

ARTICLE XXXV – FAMILY DAYS

Ten (10) days will be granted to each Officer annually to be used at the Officer's discretion. Family days are not to be confused with BA days, sick days or vacation days. Family days will not override vacation days. Family days will be used only when manpower staffing allows and no overtime is incurred as a result. These days are granted on January 1 of each year and are to be used by December 31 of each year. There is no rollover; and if it's not used by December 31st it will be lost. No pay for days not used.

The undersigned parties do hereby incorporate and adopt the foregoing Agreement including the Appendices, inclusive, as their Contract between the City of Evansville Lodge No. 73, Inc. this day of _____, 20__.

CITY OF EVANSVILLE, INDIANA

By [Signature]
MAYOR, CITY OF EVANSVILLE

By [Signature]
EXECUTIVE DIRECTOR OF
ADMINISTRATIVE SERVICES

By [Signature]
PRESIDENT, COMMON COUNCIL

By [Signature]

MEMBERS, COMMON COUNCIL OF
THE CITY OF EVANSVILLE

FRATERNAL ORDER OF POLICE

By [Signature]
PRESIDENT, F.O.P.

By [Signature]
SECRETARY, F.O.P.
OF THE CITY OF EVANSVILLE

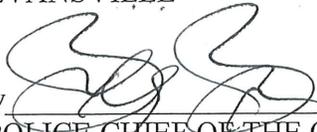
By [Signature]

By _____

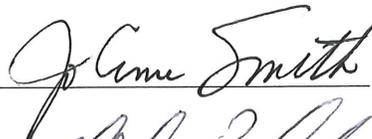
BOARD OF DIRECTORS OF THE
F.O.P.

By 
CITY CONTROLLER, CITY OF
EVANSVILLE

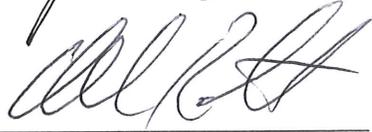
Date 3-24-16

By 
POLICE CHIEF OF THE CITY
OF EVANSVILLE

Date 3-28-16

By 

Date 4/13/16

By 

Date 4/13/16

By 
MEMBERS, BOARD OF PUBLIC
SAFETY OF THE CITY OF
EVANSVILLE

Date 4/13/16

By 

Date 4/18/16

By 

Date 4/16/16

By 

Date 4/18/2016

MEMBERS OF THE POLICE MERIT
COMMISSION OF THE CITY
OF EVANSVILLE