

COLLECTIVE BARGAINING AGREEMENT

WHITING FRATERNAL ORDER OF POLICE LODGE #68

January 1, 2018 through December 31, 2020

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ARTICLE I

Preamble

Pursuant to the authority granted by the Common Council of the City of Whiting, Lake County, Indiana, in Section 2-311 of the Municipal Code (Ordinance Number CC-2004-1698), this agreement is entered into between the City of Whiting, Lake County, Indiana, (the "City"), and the Fraternal Order of Police, (the "F.O.P."), Lodge #68, (the "Lodge").

It is the purpose of collective bargaining to establish and promote harmonious relationships between the bargaining parties. Collective bargaining agreements establish wages, hours, standards and other terms and conditions of employment.

In consideration of the mutual promises and agreement contained herein, the parties, by their authorized representatives or agents, agree as follows:

ARTICLE II

Recognition

The City recognizes the Lodge, having been selected by a majority of the officers of the Whiting Police Department, ("police officers"), as the exclusive collective bargaining representative for the purpose of establishing salaries, wages, hours, and other terms of employment for all sworn police officers below the rank of captain. Unless agreed upon by both the City and the Lodge, no other oral or written agreements shall be executed for the duration of this agreement with respect to any of the provisions of this agreement.

ARTICLE III

Term of Agreement

The term of this agreement shall commence on January 1, 2018 and shall remain in full force and effect until and including December 31, 2020. The City and Lodge shall enter into this agreement pursuant to the terms and procedures outlined in Ordinance No. CC-2004-1698.

ARTICLE IV

Salaries

Section 1. Salary Schedule and Classifications.

Police officers covered by this agreement shall receive compensation in accordance with the Salary Schedule that is attached and incorporated by reference into this agreement as Exhibit A. Salaries for year 2018 are as follows:

2018 salaries shall be the salaries (1% increase) authorized by the Common Council in the Ordinance No. CC-2017-1975 adopted and passed October 17, 2017. For the remaining years of the agreement, the wages will be increased by 2% in 2019 and 2% in 2020.

The police department ranks covered are the ranks of Lieutenant, Sergeant, Corporal, Patrolman and Patrolman Probationary.

Section 2. Hourly rate of pay

The hourly rate of pay of any officer covered by this collective bargaining agreement shall be calculated by dividing the annual salary authorized by the Common Council by 2080 hours.

ARTICLE V

Hours of Work

Section 1. Workday

Eight consecutive hours of work, within the 24-hour period commencing from a police officer's regular starting time shall constitute the regular workday. Each police officer shall be permitted a 30-minute period for lunch within the work shift period.

Section 2. Lunch period out-of-service call.

All police officers while on their lunch period shall be required to provide the station with the proper ten signal indicating that they are out of service during the period, regardless of whether they are single or double units. Lunch periods shall not be taken at the beginning or end of a shift.

Section 3. Work schedule.

Work schedules showing the police officer's regular shifts, workdays, and hours shall be posted on appropriate bulletin boards six weeks in advance. Work shifts shall be rotated every four (4) weeks. The regular workweek schedule of police officers will consist of five (5) consecutive work days and two (2) days off in each calendar week. A regular workweek (excluding emergencies and

manpower shortages) will consist of forty-hours (40) of work. The parties agree that this provision may be reviewed at the end of six (6) months to determine feasibility of and satisfaction with the four (4) week schedule.

Section 4. Emergency Work.

If a police officer is called out in an emergency he shall receive a minimum of two (2) hours pay.

Section 5. Compensation for Overtime.

In accordance with the provisions of the Fair Labor Standards Act, the City shall compensate any officer for all approved time worked in excess of the hours worked in the normal work week (40 hours) at the rate of time and one-half. In calculating the 40-hour workweek for purposes of determining overtime, hours not worked due to sickness shall not count towards satisfying the 40 hour requirement and in no event may overtime hours be used to fulfill the normal work week requirements of 40 hours.

If an officer is ordered to report for duty or mandatory training outside of his/her normal work schedule, he/she shall be compensated for a minimum of two (2) hours pay as described in the paragraph above providing all provisions of this section of the agreement are satisfied.

In lieu of accepting monetary compensation for overtime worked under this section of the agreement, an officer may elect to be alternately compensated with time-off. These overtime compensatory days are subject to the guidelines set forth in Article VII, Section 2 of this agreement.

Section 6. Double-Back Pay

Officers will be compensated an additional four (4) hours of regular pay (time and one-half pay) whenever they are scheduled to report for duty without a minimum sixteen (16) hours (a minimum fifteen (15) hours off for days that include a time change) off between shifts. This section shall in no way create a situation where overtime pay is compounded. If an officer is paid overtime pay for either the last shift worked on the old schedule or the first shift back on the new schedule, the officer is not entitled to the additional pay outlined in this section. No double-back shall be scheduled into a holiday. Due to the uncertainty of the financial impact to the City created by this section, the City reserves the right to renegotiate the terms of this section at any time during the term of this agreement.

Section 7. Schedule Trades.

Officers may trade all or any part of a posted schedule, only if it does not change the shift size on the days and shifts changed. The officers involved in a schedule trade will be paid the salary of their normal rank and no temporary promotion or demotion with regard to salary shall occur as a result of a schedule trade. Any such schedule trade must be agreed upon by both officers and approved by the Chief and/or Public Safety Director and/or his designee.

ARTICLE VI

Longevity & Residency Bonus Pay

Section 1. Longevity Pay

The City and Lodge agree that the City shall pay additional compensation to police officers in recognition of cumulative years of service with the City. It is understood that this longevity provision shall supersede any prior provisions for longevity pay which have existed between the City and Lodge. For purposes of this agreement, all police officers who have exceeded twenty (20) years and one (1) day of continuous creditable employment with the City shall receive as longevity pay two-hundred dollars (\$200.00) per month in addition to their regular monthly base pay.

Section 2. Residency Bonus

It is understood that both tangible and intangible benefits are provided to the residents and tax payers of the city when an officer elects to live within the city limits. As a bonus for an officer providing these benefits to the residents by virtue of his/her residency decision, the City agrees to compensate an officer whose official residence is within the city limits of Whiting an additional bonus of Seventy Five Dollars (\$75.00) per each bi-weekly pay period in addition to their regular monthly base pay.

It shall be the officer's responsibility to immediately inform the Chief and/or Public Safety Director if his/her residency status changes for whatever reason.

In determining eligibility for the Residency bonus, each police officer will be required to provide proof of the following by January 31, 2018, and then subsequently as may be requested:

1. Receipt showing housing payment (whether rent, mortgage, etc.); and either
2. Receipt showing utility payment; or
3. Receipt showing credit card or insurance payment.

Any police officer who is determined to have provided inaccurate information regarding eligibility for the residency bonus will be required to repay any funds received under this provision through payroll deduction.

ARTICLE VII

Compensatory and Court Days

Section 1. Compensatory (Personal) Time

Each police officer, except probationary police officers, shall receive eight (8) compensatory (personal) days per year that may be used as days off with pay. These compensatory (personal) days are not cumulative beyond the current calendar year.

Section 2. Overtime Compensatory Time

Each police officer may elect to be alternately compensated for overtime worked as stated under Article V, Section 5 of this agreement. These overtime compensatory days may be used as days off with pay. These overtime compensatory days may be cumulative beyond the current calendar year upon approval of the Police Chief and/or Public Safety Director. If the Police Chief and/or Public Safety Director elects not to allow the days to accumulate into a subsequent calendar year, the appropriate overtime monetary compensation will be paid in the next regularly scheduled pay period.

All overtime compensatory days must be submitted to the Police Chief and/or Public Safety Director or his/her designee via a case sheet.

Section 3. Court Time.

Each police officer, except probationary police officers, shall receive seven (7) court days per year as days off with pay that may be used by the police officer to appear in any Court in Whiting, Hammond or East Chicago at any time other than during his or her regularly scheduled work period.

All officers who are ordered to appear for a court or deposition appearance (outside of courts in Whiting, Hammond or East Chicago) during hours outside of his/her normal work week, will be paid according to the guidelines of Article V, Section 5 of this agreement.

The City will permit the carryover of up to five (5) days to the following calendar year so long as days are taken in accordance with current contract or departmental orders or rules.

Section 4. Scheduling.

The scheduling of compensatory (personal) and court days are subject to approval by the Chief and/or Public Safety Director and/or his designee. In the event that requests for similar days off are received, such conflicts shall be resolved in the order that requests are received by the Chief and/or Public Safety Director and/or his designee.

ARTICLE VIII

Bereavement Leave

The City agrees to provide to police officers leave without loss of pay, as a result of death in the family, not to exceed five (5) consecutive days, including regularly-scheduled days off, immediately following the death of a member of the immediate family. The leave shall commence on the first day after death. A member of the immediate family shall be defined to be a police officer's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent or grandchild.

ARTICLE IX

Uniforms and Equipment

Section 1. Uniform Allowance.

The City instead of furnishing the active members of the police department with uniforms, clothing and equipment necessary to perform their duties, agrees to provide to each police officer, excepting probationary officers who are furnished these items at time of initial employment, an annual uniform allowance for the purchase and maintenance of the necessary uniforms agreed upon as consistent with the job. Such uniform allowance shall be paid in two installments during the calendar year pursuant to a plan as determined by the Clerk-Treasurer of the City of Whiting. The amount of the annual uniform allowance shall be fifteen-hundred dollars (\$1,500.00).

The City will agree to permit selection of a Class A Dress Uniform, based upon majority vote of the department, and will reimburse any officer who purchases said Class A Dress Uniform up to fifty percent (50%) of the cost of said Class A Dress Uniform.

In the case of probationary officers who complete their probationary period during a calendar year and police officers who retire during a calendar year, the uniform allowance shall be pro-rated by the Clerk-Treasurer based on the number of full months worked from his or her anniversary date of employment to the end of the calendar year.

ARTICLE X

Vacations

Section 1. Vacation Allowance and Eligibility.

Each police officer, excepting probationary police officers, shall be granted vacation time with pay on his anniversary date of employment based on the length of service with the department per the following schedule:

<u>Years of Service</u>	<u>Number of Weeks</u>
After one year of service but not more than five years of service	3
After five years of service but not more than ten years of service	4
After ten years of service but not more than fifteen years of service	5

Section 2. Choice of Vacation Period.

A police officer shall be granted his or her vacation at any time during his or her anniversary year in units of no less than seven calendar days, except that if the nature or other circumstances of the work make it necessary to limit the number of police officers on vacation at the same time, the employee with the greater seniority shall be given his or her choice of vacation periods in the event of conflicts.

It is understood that in scheduling vacations, it is the department's responsibility to have sufficient personnel available to work to provide efficient operations and service to the public without generating overtime.

Vacation schedules shall be prepared and posted by the Chief and/or Public Safety Director on or before December 15th of each year. Vacation credit may not be accumulated and carried over from year to year.

Section 3. Vacation Buy Back.

Any officer may sell his/her vacation back to the Employer at a rate equal to his/her regular salary. Only complete weekly increments can be sold and each officer must take at least one week of regular vacation leave per year. An officer may not sell back any vacation time while on sick leave including any time off for injury unless injured in the line of duty.

Section 4. Vacation Pay.

Vacation pay shall be the regular straight-time rate of pay in effect for the officer's regular position at the time he or she takes his or her vacation plus any additional remuneration such as longevity and the residency bonus.

Section 5. Transfer rights and separation.

An officer who resigns, retires, or is terminated prior to taking his or her vacation shall be compensated for all his or her accumulated vacation. In case of death, the officer's estate will receive full payment of all the deceased officer's unused vacation. A leave of absence without pay or a resignation followed by reinstatement to the same job title within one year shall not constitute an interruption of service for the purpose of this Article, provided, however, that the period of leave without pay between resignation and reinstatement, shall not be counted in determining available vacation credits.

Section 6. Work during vacation period.

An officer who is required to and does work during his or her vacation period shall be paid for all regular hours at his or her regular pay. However, the affected officer shall be compensated with an additional full day of vacation only after the officer has accumulated eight (8) hours of credit for hours worked

during his or her vacation period. The additional vacation shall be taken in the year granted at a time approved by the Chief and/or Public Safety Director and the officer's immediate supervisor.

Section 7. Single-Day Vacations

An officer shall be permitted to schedule up to forty (40) hours of his/her earned vacation in single day eight (8) hour increments pending approval of the Chief and/or Public Safety Director and compliance with all policies and restrictions set forth in this Article.

ARTICLE XI

Holidays

Section 1. Holidays recognized and observed.

The following days shall be recognized and observed as paid holidays:

- | | |
|----------------|------------------------|
| New Year's Day | Martin Luther King Day |
| Easter | President's Day |
| 4th of July | Memorial Day |
| Thanksgiving | Labor Day |
| Christmas Day | Veteran's Day |

Section 2. Workday Requirement.

An officer must have worked his or her last scheduled workday prior to the holiday and his or her first scheduled workday after the holiday to receive compensation for the holiday. An officer may use a compensatory (personal) day prior to or after a holiday, however, the officer must work the day immediately prior to or following the compensatory (personal) day.

Section 3. Holiday Pay.

Any officer who is scheduled off for a Holiday recognized in Section 1 of this Article shall receive eight (8) hours of straight time Holiday pay.

Officers who work up to eight (8) hours on any of the holidays listed above will be entitled to be paid at the rate of one and one-half times their regular rate of pay in addition to eight (8) hours of straight time Holiday pay. For time worked in excess of eight (8) hours on that holiday, the officer will be entitled to be paid at the rate of two times (double-time) their regular rate of pay.

ARTICLE XII

Union Business Leave

Section 1. Attendance at State Conference.

Subject to staffing needs, up to three members of the Whiting F.O.P. Lodge #68, a majority of which shall have voting and delegate privileges, shall be excused from their regular duties without loss of pay to attend the annual state conference. The excused conference time shall be equal to the duration of the conference plus reasonable travel time to and from the conference. In no case shall any more than three days of excused leave be granted

ARTICLE XIII

Probationary Officer

Section 1. Probationary Period.

Every new employee who is appointed to fill a permanent position shall be subject to a probationary period of fifty-two (52) weeks, including training periods. Upon completion of the probationary period and review by the Chief and/or Public Safety Director and probationary officer's immediate supervisor and subsequent approval by the Whiting Board of Public Works and Safety, the appointee will be granted all of the rights and privileges of permanent status employees. New employees who successfully complete their probationary period shall be entered on the seniority list retroactive to their initial date of hire.

Section 2. Probationary officers' benefits.

In addition to the same health insurance benefits available to permanent officers, probationary officers hired as of January 1, 2018 shall be entitled to receive a maximum of fifteen (15) sick days pro-rated as per full months worked in the calendar year, subject to the same verification requirements applying to permanent officers, and a maximum of seven (7) compensatory and/or court days pro-rated as per full months worked in the calendar year.

Section 3. Union Representation.

The union shall represent all probationary officers for the purpose of collective bargaining in respect to wages/salaries, hours and any other conditions as set out under Article II of this agreement, except in proceedings for discipline and discharge.

ARTICLE XIV

Sick Leave

Section 1. Allowance

Subject to the provisions of this Article governing sick leave, all full time officers hired prior to December 31, 2017, shall otherwise be entitled to up to six months of sick leave with full pay per qualifying illness, except for probationary officers who shall be subject to the provisions of Article XIII.

For Officers hired January 1, 2018 or thereafter, sick leave allowance is as follows:

- A. Upon hire prior to July 1 of any given year, a police officer will receive twenty (20) sick days. If a police officers is hired July 1 or thereafter in the calendar year, s/he will receive ten (10) sick days.
- B. January 1 of each subsequent year of employment, the police officer will receive any additional fifteen (15) sick days per calendar year.
- C. A police officer may accumulate unused sick days to create a rollover bank.
- D. Upon retirement, a police officer shall be entitled to compensation equal to Fifty Percent (50%) of unused sick days at the officer's salary immediately preceding retirement.

Section 2. Restricted Use.

It is expressly understood and agreed to by all parties that sick days shall be utilized only in cases of bona fide illness with any other use considered a violation of this Agreement thereby subjecting the violator to disciplinary proceedings. For purposes of this section of this Article, an officer will be deemed in violation of sick leave provisions and subject to disciplinary proceedings when it is determined that he/she is working a second or side job when the officer could have reasonably been expected to perform his/her normal duties.

Section 3. Sick Leave Provisions.

Full time officers shall be entitled to an unlimited number of sick days with full pay when injured in the line of duty for the entire duration of the injury and subsequent rehabilitation or when directly under a certified physician's care for treatment of a serious illness for the entire duration of the illness and subsequent rehabilitation. For purposes of this section of this Article, a serious illness shall be one that if not directly attended to by a certified physician would place the officer in a life-threatening situation.

Section 4. Reporting Time.

In the case of a sick leave absence, the time for reporting absences shall be at least two (2) hours prior to the start of the officer's assigned shift.

Section 5. Verification and proof of illness.

Upon return to work, any police officer who reported off for more than two consecutive days under the terms of this Article or Article XIII, shall file with the supervisor of his or her shift a City approved Medical Verification Form completed by the officer's physician detailing the illness that resulted in the officer calling off ill as well as any incapacity and inability of the employee to

perform his or her duties as a result of the illness. An officer who fails to submit a Medical Verification Form shall cause his or her time off to be considered as time off without pay for that period. If the proof submitted is found to be fraudulent or false and does not justify the employee's absence, pay for the absence shall not be made, and the officer shall be subject to disciplinary action.

The City reserves the right to request an officer be evaluated by a City appointed physician in cases of extended absence.

Section 6. Sick Leave Abuse.

In order to combat perceived abuses in sick leave, the City and Lodge hereby jointly agree to institute the following sick leave policy governing those absences in which a Medical Verification Form is not submitted (i.e., those absences less than three (3) consecutive days) hereinafter referred to as "unexcused absences". When any officer shall accumulate five (5) unexcused absences, the officer shall meet with the Chief and/or Public Safety Director along with a Lodge representative at which time the officer shall receive a verbal warning concerning the officer's sick leave abuse. Upon the accumulation of seven (7) unexcused absences, the officer shall again meet with the Chief and/or Public Safety Director along with a Lodge representative at which time the officer shall officially be notified that the officer's personnel file will be noted that the officer has abused existing sick leave policies. Upon the accumulation of nine (9) unexcused absences, the officer shall, upon receipt of written notification from the Chief and/or Public Safety Director, be suspended for two (2) days without pay. The suspension shall be noted in the officer's personnel file. Upon the accumulation of twelve (12) unexcused absences, the officer shall, upon receipt of written notification from the Chief and/or Public Safety Director, be suspended for five (5) days without pay. The suspension shall be noted in the officer's personnel file and the City's Board of Public Works and Safety shall also be notified of the suspension. Also upon the accumulation of twelve (12) unexcused absences, the officer shall report to the Police Pension Board for purposes of determining whether the officer shall be placed on disability. Under such circumstances, the City and Police Pension Board certified physician for purposes of making the determination of whether the officer shall be placed on disability. Upon the accumulation of fifteen (15) unexcused absences, the officer shall, upon written notification, appear before the City's Board of Public Works and Safety for a disciplinary proceeding and possible dismissal due to abuse of sick leave. This policy concerning sick leave abuse is intended only to apply in those instances in which the absence constitutes an otherwise unexcused absence and is not intended to limit bone fide illnesses documented by a physician's medical examination report.

Section 7. Sick Leave Activity on Unexcused Absence.

Per Section 6 above, this Section (7) is not intended to apply if the officer's illness has been documented by a Medical Verification Form.

When on unexcused absence (i.e., sick leave without a Medical Verification Form), officers shall remain at home at all times except for matters related to

their illness or injury or emergency situations. Each time it is necessary to leave home, officers will telephone the Police Department Dispatcher, report the nature of their illness, their destination, reason for the absence, the time of departure and expected return. Upon an officer's return from their destination, the officer will re-notify the Dispatcher by phone of their status. If an officer should be hospitalized during his or her sick leave, the officer shall immediately notify the Chief and/or Public Safety Director with the location of hospitalization.

Section 8. Suspension.

Officers who are suspended while on sick leave or who become disabled while on suspension and are unable to return to duty after the expiration of the suspension shall follow all procedures as outlined in this Article.

Section 9. Quarterly Perfect Attendance Stipend

Officers who during a full calendar quarter do not report off sick, for any shift or partial shift, will be awarded a "Perfect Attendance" stipend of one-hundred dollars (\$100.00). An officer may be awarded "Perfect Attendance" stipends for more than one quarter if no sick days are taken for that quarter. If an officer does not report off sick for two or more consecutive quarters, he/she will be awarded an escalating "Perfect Attendance" stipend per the following schedule:

- 2nd consecutive quarter – one-hundred and fifty dollars (\$150.00)
- 3rd consecutive quarter – two-hundred dollars (\$200.00)
- 4th consecutive quarter – two-hundred dollars (\$250.00)
- Each successive consecutive quarter – five hundred dollars (\$500.00)

It is understood, that any absence covered under Article XIV will negate the payment of this stipend. These stipends will be paid by January 31 of the following year, or at the convenience of the Clerk-Treasurer.

ARTICLE XV

Hospitalization and Medical Benefits

Section 1. Coverage.

The City agrees to provide hospitalization and medical coverage for all police officers and their dependents under a health plan provided by a health insurance carrier(s) that is selected by the Board of Public Works and Safety of the City of Whiting.

The City shall pay a percentage of the monthly insurance premium on behalf of full time paid police officers for all rate categories as are selected and approved by the Board of Public Works and Safety and the police officers shall pay the remaining percentage of the premium.

In the event that the City's payment of the insurance premium should cover all of an officer's monthly insurance premium costs, any such officer agrees to pay the sum of \$1 per year on the first pay period of the year.

Section 2. Reopener Clause

Since the City is continually reviewing its options regarding health insurance and medical benefits, and a strong possibility exists that premiums will increase in cost and or the City will elect to change carriers, both the City and the Union reserve the right to reopen Article XV, Section 1 of this agreement to negotiate their differences. Such notice will be made in writing to all members of the Board of Public Works and Safety or to the F.O.P. Board.

Section 3. Retiree coverage.

For officers hired prior to January 1, 2018, the City agrees to contribute towards payment of a monthly insurance premium on a hospitalization-medical benefit plan approved by the Board of Public Works and Safety of the City of Whiting on behalf of any retired member of the Whiting Police Department the sum of one-hundred and fifty dollars \$150.00 per month.

It is understood that any retiree who becomes eligible for Medicare shall only be eligible to enroll in a qualified Medicare supplemental insurance plan approved by the Board of Public Works and Safety of the City of Whiting.

The City also agrees to contribute up to twenty-five (\$25) dollars per month towards payment of a Medicare supplemental insurance plan approved by the City's Board of Public Works and Safety on behalf of any surviving spouse of a retired member of the Whiting Police Department.

For police officers hired January 1, 2018 or thereafter, the City will agree to provide the following retiree insurance benefit to eligible retirees:

- A. Police officers must have at least twenty five (25) years of service with the City of Whiting and attain the age of sixty (60).
- B. The officer will be eligible for this benefit until such time as the officer becomes Medicare eligible. The spouse of the officer will continue to be eligible for the benefit until the spouse is Medicare eligible even if the Retiree is on Medicare.
- C. The officer will receive a monthly stipend equal to the sum of the insurance premium paid for current, active police officers. If the retiree decides to stay on the city provided health insurance program, the stipend will be applied to the monthly premium rather than to the retiree and the retiree will be responsible for paying the same monthly percentage that an active officer pays for the insurance coverage.

Section 4. Officers Killed in the Line of Duty.

If an officer is killed in the line of duty, the City shall pay 100% of the surviving spouse's monthly hospitalization and medical insurance premium for a policy currently in affect and approved by the Board of Public Works and Safety. The City will also pay 100% of the monthly hospitalization and medical insurance premium for a policy currently in affect and approved by the Board of Public Works and Safety for any surviving children in accordance with the provisions of federal law.

Premium payments under this section of the agreement will no longer be paid by the City if:

- a. The spouse elects not to enroll.
- b. The surviving spouse remarries.
- c. The surviving spouse is eligible for Medicare coverage.
- d. A surviving child exceeded the eligibility age under the federal law.

Section 5. Voluntary Medical Flex Spending Account

Officers shall be eligible for a voluntary payroll deduction to establish a Medical Flex Spending Account. The Flex Spending Account is totally voluntary and will be subject to the terms and conditions of the program as established and approved by the Board of Public Works and Safety, by the benefit provider and in accordance with the regulations of the Internal Revenue Service.

ARTICLE XVI

Life Insurance and Long Term Disability

Section 1. Life Insurance

The City agrees to contribute one hundred percent (100%) of the premium costs toward a Group Term Life Insurance policy for each police officer in the amount of Fifty Thousand Dollars (\$50,000.00). The City will also provide a One Hundred Thousand Dollar (\$100,000.00) Term Life Insurance policy covering all officers killed in the line of duty. Officers shall be required to complete the requisite Group Term Life Insurance forms and shall abide by any and all conditions set forth in the terms of the policy as well as the terms and conditions established and approved by the Board of Public Works and Safety.

Section 2. Long Term Disability Insurance.

The City will agree to fund one hundred percent (100%) of the premium for a Long Term Disability Policy for sworn personnel of the department. The benefit shall be subject to all terms and conditions of the policy as established by the Board of Public Works and Safety and/or the benefit provider.

The City will agree to fund the City's portion of the PERF contribution and the City's portion of the Medical Insurance contribution for the member

while the member is receiving Long Term Disability, until such time as the member returns to employment or begins to receive PERF Disability benefits.

ARTICLE XVII

Drug and Alcohol Policy

Section 1. Drug and Alcohol Free Workplace Policy.

The City and Lodge hereby acknowledge that the nature of the duties performed by police officers requires, and the safety of the public demands, complete mental and physical functioning unimpaired by drug and alcohol use. Accordingly, the City and Lodge hereby agree to abide by the terms of the City's Substance Abuse Testing Program as approved by the Board of Public Works and Safety as a means to ensure a drug and alcohol free environment is maintained. It is understood that this program applies to all employees of the City of Whiting regardless of department.

ARTICLE XVIII

Pre-Grievance Hearing Committee

Section 1. Pre-Grievance committee Membership

The "Pre-Grievance Hearing Committee" (hereafter called the Committee) shall consist of the three (3) members: one member from the City Council Police & Fire Committee, one member designated by the Mayor, and one member designated by the union.

Section 2. Purpose of Committee

This Pre-Grievance Committee (hereafter called the "Committee") is created in an attempt to resolve personnel issues, conflicts and contract interpretations, before an officer files a grievance. The "Committee's" intentions are to mediate situations that may result in additional costs to the City in time, legal expenses or in decreased morale, by acting as a mediating body. In no way, will this "Committee" supersede the bargaining agreement, any existing law nor have any authority to administer Police Department policy. If the situation warrants, the "Committee" may recommend a proposed solution in an attempt to resolve the conflict.

Section 3. Procedures

To present an issue to the "Committee", the officer must submit a written request to the "Committee" Chairman and a copy to the other members of the "Committee", the F.O.P. Lodge President and the Chief and/or Public Safety Director of Police. No issue will be heard unless an initial attempt to resolve the conflict is made by the officer by discussing it with the Chief and/or Public Safety Director or his designee. This attempt should be documented and provided to the "Committee" when requested.

The "Committee" will make every attempt to schedule the hearing as soon as possible and when appropriate, provide a time written response to all parties.

The officer may elect to bring union representation to the hearing. Since this "Committee" is intended to be strictly a mediating body, further representation is discouraged unless later requested by the "Committee".

It is believed that since these issues are personnel related and the issues may result in discipline and/or may be contract related that no violation of the "Open Door Act" occurs when this "Committee" meets. Section 4. Request for Appearance

Consistent with existing City ordinance and applicable laws, the "Committee" may subpoena one or more persons to appear before the "Committee".

Section 4. Non-Binding Judgment

It is understood, that while this "Committee" may recommend a proposed solution to a specific situation, conflict or disagreement, that in no way are the "Committee's" recommendations binding. This process is intended to be an informal proceeding before the grievance process is begun. This clause should not be construed as a reason to hamper the "Committee's" genuine intentions of Section 2 of this Article.

ARTICLE XIX

Terminal Leave

If an officer hired prior to December 31, 2017, is eligible to retire with twenty (20) or more years' service, he/she may petition the Police Chief and/or Public Safety Director to place him/her on the pension rolls. This clause shall entitle the said officer to a special Mayor's Terminal Leave of forty (40) working days. This Terminal Leave will be in addition to accumulated vacation days and must be taken in the days immediately prior to his/her retirement date.

Terminal Leave is not available to officers hired January 1, 2018 or any time thereafter.

ARTICLE XX

Extraordinary Circumstances

The police Chief and/or Public Safety Director may authorize additional compensation to any officer for actions which he determines to be above and beyond the call of duty. For purposes of this Article only, such compensation may only be awarded in the form of additional compensatory days. Any circumstance that merits additional compensatory days shall be documented in writing with copies being placed in the employees personnel file and also forwarded to the City Council Police & Fire Committee Chairperson, the City of Whiting Clerk-Treasurer and the Board of Public Works and Safety within fourteen (14) days of the award.

ARTICLE XXI

Total Agreement

Notwithstanding any other agreements previously in effect, the above constitutes the entire agreement between the parties and no verbal statements or other amendments, except a written amendment agreed upon between the parties attached to this agreement and designated as an amendment, shall supersede or vary the provisions in this agreement.

ARTICLE XXII

Preservation of Benefits

With respect to matters not covered by this agreement, the City will not seek to diminish or impair, during the term of this agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to the Lodge and when appropriate, without negotiations with the Lodge.

Both parties agree to meet in attempt to correct or resolve errors or omissions that may have occurred in the production of this document that were not intended to be revised through the collective bargaining process.

ARTICLE XXIII

Savings Clause

Should any article, section or portion of this agreement be held unlawful and unenforceable by a court of competent jurisdiction, or if any provision of this agreement is subsequently declared by state or legislative authority to be unlawful and unenforceable, the decision shall only apply to the specific article, section or portion of the section, directly specified in the decision and all other provisions of this agreement shall remain in full force and effect for the duration of this agreement. If there is any conflict between the provisions of this agreement and state statute, the provisions of the state statute shall control.

ARTICLE XXIV

Wellness Initiatives

YMCA Membership Match

Personnel shall be eligible for the reimbursement of Whiting YMCA membership fees in accordance with the terms and conditions established by the Board of Public Works and Safety and as they may be further amended.

ARTICLE XXV

457 Savings Plan


Each member of the department shall be eligible for participation in a 457 Savings Plan.

Participation is totally voluntary and is subject to the terms and conditions of the program as established by the City of Whiting Board of Public Works and Safety, the benefit provider and the Internal Revenue Service.


The F.O.P. Lodge #68 and the City, by their duly authorized officers and representatives, intending to be legally bound now sign this agreement this 13th day of February, 2018.

F.O.P. Lodge #68

City of Whiting, Indiana, by its Board of Public Works and Safety



Daniel Macon, President



Joseph M. Stahura, President



Shaun Meyer, Vice President



Larry Jennings, Board Member



Milford Hale, Secretary/Treasurer



Mark Harbin, Board Member

Adopted by the F.O.P. Lodge #68
this 13th day of
February, 2018.

Adopted by the Board of Public
Works and Safety this 6th
day of February, 2018.

Ratified by the Common Council of the City of Whiting this 20th day of
February, 2018.

EXHIBIT A - SALARY SCHEDULES

2018 Salary Schedule
1 % increase

	<u>Bi-Weekly Salary</u>
Lieutenant	\$2,442.39
Sergeant	\$2,286.33
Corporal	\$2,206.17
Patrolman	\$2,084.56
Patrolman, Probationary	\$1,717.79

2019 Salary Schedule
2 % increase

	<u>Bi-Weekly Salary</u>
Lieutenant	\$2,491.24
Sergeant	\$2,332.06
Corporal	\$2,250.29
Patrolman	\$2,126.25
Patrolman, Probationary	\$1,752.15

2020 Salary Schedule
2 % increase

	<u>Bi-Weekly Salary</u>
Lieutenant	\$2,541.06
Sergeant	\$2,378.70
Corporal	\$2,295.30
Patrolman	\$2,168.78
Patrolman, Probationary	\$1,787.19