

AGREEMENT
BETWEEN
THE CITY OF RICHMOND, INDIANA
AND
JOHN HENNIGAR LODGE #63
FRATERNAL ORDER OF POLICE

JANUARY 01, 2007
THROUGH
DECEMBER 31, 2007

Contract No. 023-2007

2nd Draft 3-01-2007

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AGREEMENT

This Agreement executed as of March 09, 2007, although signatures may be subsequently affixed, is between the City of Richmond, Indiana, (hereafter called "City") and John Hennigar Lodge #63, Fraternal Order of Police, on behalf of those members of the Richmond Police Department as described in Article 3 (hereafter called "F.O.P. Bargaining Unit") and shall hereafter be binding on both parties upon adoption and during the term of this Agreement.

WITNESSETH:

The parties enter into the Agreement for the purpose of promoting cooperation and continuity in the relations between City and F.O.P. Bargaining Unit, in consideration of the promises, obligations, and undertaking of each party as contained herein, agree as follows:

ARTICLE 1. CONTROLLING AUTHORITY

Nothing in this Agreement shall alter the authority of those persons mentioned in the preceding paragraphs as specified by State Statute, City Ordinance, or Resolutions or in any way abridge or reduce the authority of said persons. The parties acknowledge that City has adopted a "Merit System" for the operations of its Police Department; and should the terms of this Agreement conflict with any such adopted "Merit System", the provisions of such "Merit System" shall override the provisions of this Agreement.

ARTICLE 2. MANPOWER

Effective the date of this Agreement, the current size of the City Police force is deemed appropriate. The Chief of Police has the responsibility of determining the number of police officers to be off-duty at any one time in order to avoid a shortage of manpower.

Any subsequent increase or decrease in the size of the police force shall be based on demographic statistics and factors deemed reasonable to maintain the public safety of the City. Such factors and statistics shall include, but are not limited to, the local crime rate and national "Uniform Crime Reports" as published by the U. S. Department of Justice.

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ARTICLE 3. RECOGNITION

The City recognizes the F.O.P. Negotiating Committee for the F.O.P. Bargaining Unit as representatives for members of the Richmond Police Department with the rank of Patrolman, Investigator, Sergeant, Lieutenant, and Captain. The Negotiating Committee of the F.O.P. Bargaining Unit shall be made up of active members of the Richmond Police Department who are also F.O.P. members, in good standing with the John Hennigar Fraternal Order of Police, Lodge #63. The F.O.P. Negotiating Committee shall consist of five (5) members; President of John Hennigar #63, Past Chairman of the Negotiating Committee and three additional members. In the event the F.O.P. President is not a member of the Richmond Police Department, a fifth member will serve in his capacity. The three or (four members if the F.O.P. President is not a member of the Richmond Police Department) shall be appointed in the following manner:

Members interested in serving on the Negotiating Committee shall be nominated and elected at the annual Pension Board Meeting. If more than three members are nominated, (four, if needed as established above), an election shall be held at the Pension Board Meeting or within three (3) weeks of that meeting. The three (or four) members receiving the highest number of votes will serve. In a case where the President of John Hennigar #63 is also past chairman, the 1st alternate, being the person receiving the next high number of votes, will serve as a member. In the event a committee member resigns during the course of his/her term, the position, as well as the election date, will be posted at the department for two weeks. During this time period, written nominations shall be made to committee members. Committee members will then check with those nominated, making sure they accept their nomination. An election will then be held. The F.O.P. Negotiating Committee may bargain on the following matters: A. Wages; B. Hours; C. Fringe Benefits; D. Working Conditions. This Agreement shall not abridge the right of any member of the Richmond Police Department, whose rank is Patrolman, Investigator, Sergeant, Lieutenant and Captain to take up any matter on his or her own. Further, this Agreement will apply to all applicable Richmond Police Department Officers who are not members of the F.O.P., John Hennigar #63.

ARTICLE 4. MANAGEMENT RESPONSIBILITIES

The F.O.P. Bargaining Unit recognizes the responsibility and authority of the City to continue an efficient working relationship with the Bargaining Unit. The F.O.P. Bargaining Unit recognizes the right, responsibility and authority of the City, through it's Administration, the Merit System and the Board of Works, to effectively manage the operations of the City, included but not limited to, the right to select and hire, to promote, to discipline and to superintend discipline for just cause, the right to establish rules of conduct and require employees to comply with these rules. Any of the rights, powers, functions, or authority which the City had prior to signing of this Agreement are retained by the City, except those rights, powers, functions, or authorities that are limited or regulated by a provision of this Agreement, in which case, the F.O.P. Bargaining Unit shall have recourse to Article 15, Grievance Procedure, of this Agreement.

ARTICLE 5. NON-DISCRIMINATION

Neither party to this Agreement shall permit any discrimination against any person because of race, color, creed, sex, political affiliation, or national origin, nor shall either party to this Agreement discriminate against any person because of such person's participation in this Agreement.

ARTICLE 6. SEVERABILITY

Should any part hereof or any provisions herein be rendered or declared illegal by reason of any existing or subsequent statute or ordinance, or court, such invalidation shall not effect the remaining portion of this Agreement. Any such clause declared illegal shall be re-negotiated by the parties heretofore.

ARTICLE 7. NEGOTIATIONS

Reasonable provision shall be made by the City to permit members of the F.O.P. Bargaining Unit to attend scheduled meetings with the City for the purpose of negotiating. This will include such on-duty members, but subject to the "Manpower Rule" as defined.

ARTICLE 8. MEETINGS AND CONFERENCES

A. Delegates

Selection or elected delegates to the State or National Conferences of the Fraternal Order of Police (hereafter called F.O.P.) shall be governed exclusively by the F.O.P. provided that not more than four (4) members of the Richmond Police Department shall be delegated to such conferences, limited by the "Management Rule" as defined.

B. Meetings of the F.O.P.

It is understood by the parties to this Agreement that the F.O.P. conducts regular meetings. Accordingly and in keeping with the above, any three members of the F.O.P. Bargaining Unit shall be excused for the duration of said meeting subject to the "Manpower Rule" as defined.

C. In the event that any member should be elected to an office of the State or National F.O.P. Lodge, that member shall have all necessary time off from his duties, without loss of pay to perform the duties as required by his office.

The only exception would be, should the City (Board of Works and Safety) officially declare a state of emergency, this exception would only last during said emergency.

ARTICLE 9. F.O.P. BULLETIN BOARD

A bulletin board for the exclusive use of the Fraternal Order of Police shall be retained on a wall of the police squad room, Police Headquarters, and maintained under the supervision of the F.O.P. President or his designee.

ARTICLE 10. LEGAL DEFENSE FOR MEMBERS

The City shall be obligated to provide legal defense by the City Attorney's Office or the City's or the Police Department's insurance carrier in any civil legal action brought against any member of the F.O.P. Bargaining Unit as a result of actions taken by said members while performing duties for the City in accordance with I.C. 34-4-16.5-5.

ARTICLE 11. NO STRIKE CLAUSE, NO LOCKOUTS

The F.O.P. Bargaining Unit agrees that it shall at no time instigate, or be a party to any strike or any other type of disruption which may jeopardize public safety. The City agrees there will be no lockout or any attempt to deny or cause to deny a police officer his or her individual rights of expression permitted by law.

ARTICLE 12. WORK FORCE PLANNING

If it becomes necessary to reduce the number of police officers, the City shall first discuss the matter with the F.O.P. Negotiating Committee for the purpose of explaining the reasons for such action. The parties assume normal attrition will satisfy the possibility of reducing the number of police officers without layoff. When attrition reduces the size of the police force, a hiring process for replacements shall begin within a thirty (30) day period.

ARTICLE 13. RULES AND REGULATIONS

A copy of all rules and regulations shall be furnished to each member of the Police Department. The copy may be provided by either printed copy or electronic compact disc. All directives and amendments shall be read by the Captain or his or her representative and signed by everyone in each platoon or specialized division. A member is not responsible for an amendment or directive if he or she is not made aware of it.

ARTICLE 14. DISCIPLINARY ACTION

In an effort to ensure that disciplinary action is conducted in a manner, which is conducive to good order, upon receipt of any internal or external complaint regarding a member of the bargaining unit, the Chief of Police or his designee must give written notice of the complaint to such member within 72 hours after its receipt. In the event said member cannot be reached during this period, reasonable and documented efforts shall be maintained until which time notification is made. No notice need be given in instances where the alleged misconduct is criminal in nature or is of an ongoing nature, such that it would be necessary or advisable to investigate the matter without the member's knowledge.

ARTICLE 15. GRIEVANCE PROCEDURE

A grievance is any dispute, controversy or difference between either 1) the parties, 2) the City and a member or members in the F.O.P. Bargaining Unit, 3) among members in the F.O.P. Bargaining Unit. Any grievance concerning the meaning, interpretation or application of this Agreement shall follow the following described procedure, but any other grievance may likewise follow this procedure. Police Department will provide the grievance forms. The grievance committee shall be made up of the standing F.O.P. Negotiating Committee. The member filing the grievance will complete and submit his or her grievance, two (2) copies, to the committee within five (5) calendar days of the member becoming aware of the incident he or she feels aggrieved them, for review by the grievance committee. Upon receipt of the two copies of the grievance, the committee chairman, or his designee, will immediately forward one copy to the Chief's Office. The grievance committee has five (5) calendar days to present the grievance to the chain of command.

Upon approval by the grievance committee, the aggrieved member and any member of the grievance committee said aggrieved member may select, shall present the grievance to the member's immediate supervisor, no lower in the chain of command than where the grievance originated. The grievance shall be signed by this supervisor and, if not resolved, it shall be presented to the next supervisor. The normal chain of command for a grievance to follow shall be:

1. Sergeant
2. Lieutenant
3. Captain
4. Major
5. Chief of Police or his representative
6. Board of Public Works and Safety

In steps 1 to 3, if the person in the normal chain of command is off duty, the grievance shall proceed to the next step. If the grievance is not resolved by the Chief of Police or his representative, it shall then be presented to the Board of Public Works and Safety.

The grievance must be presented to the President of the Board of Public Works and Safety within ten (10) calendar days of the date **of the step three (3) answer**. The Board of Public Works and Safety shall have ten (10) calendar days from the date the grievance is filed with them to set a date for a hearing. The Board of Public Works and Safety has thirty (30) days from the date the President received the grievance to settle the matter.

ARTICLE 16. WAGES

The City shall pay wages to members of the F.O.P. Bargaining Unit as follows:

New Officers/Recruits hired on or after 01/01/2007, who have not previously completed the full ILEA Basic Training program shall be paid as follows during their first year of employment:

2007 \$31,000.80

New Officers/Recruits hired on or after 01/01/2007, who are transferring from another Law Enforcement Agency and have previously completed the full ILEA Basic Training program (or equivalent), will be paid as follows during their first year of employment:

2007 \$34,875.90

Officers who have completed a minimum of one (1) year of service, in good standing, shall be paid as a 1st Class Patrolman. Such wage shall be:

2007 \$38,751.00

A permanent wage differential per year in the ranks over Patrolman is established as follows:

	<u>2007</u>
Investigator	\$1,970.00
Sergeant	\$3,940.00
Lieutenant	\$5,255.00
Captain	\$6,568.00

Wages will be paid on a biweekly basis. The first paycheck of each year will be issued no later than the 14th day of January.

ARTICLE 17. TOUR OF DUTY

The work period for members of the F.O.P. Bargaining Unit shall consist of twenty-eight (28) days, one hundred-sixty (160) working hours. The work period will be broken into four (4) work schedules measuring seven (7) days in length consisting of five (5) working days, eight (8) hours per day. No officer may have his or her day off or shift changed without first receiving fourteen (14) days prior written notice, unless that officer agrees by written notification to waive the fourteen (14) day time period. This does not apply in an emergency situation.

Members of the FOP Bargaining Unit recognize the right of the police administration to consider and implement alternative work schedules for the benefit and efficiency of the department. In such instances, alternative work schedules may be implemented according to the following guidelines. In such event, the administration shall present a complete detailed plan of the proposed work schedule, to include, but not limited to, days worked, hours worked, rotation of days off, proposed effect on computation of vacation days, overtime, etc. Such plan shall be presented to members of the FOP Bargaining Unit who are affected by such change. A vote shall be taken of the affected membership and must pass by a two thirds (2/3) majority. Upon passage, such plan may be implemented following a 30 calendar day time period.

If such change is implemented, the change shall be implemented for a period of not less than six (6) months or more than twelve (12) months. If the change is deemed successful, then contractual language will be added to the current Labor Agreement to reflect the new work schedule in detail using the appropriate contract approval process as outlined in Article 37 of this Agreement.

In the event that such plan is found to be ineffective during the initial trial period, the original work schedule outlined above shall be implemented following a 30-day notice for the remainder of the calendar year.

ARTICLE 18. OVERTIME

A twenty-eight (28) day work period will be established for members of the F.O.P. Bargaining Unit qualified for exemption under Section 7 (k) of the Fair Labor Standards Act.

The regular working schedule for members of the F.O.P. Bargaining Unit shall consist of five (5) days of eight (8) hours each for a total of forty (40) hours in a seven (7) day working schedule in the twenty-eight (28) day work period. The seven (7) day work schedule will begin on Saturday and end on Friday. Any time worked over eight (8) hours per day or forty (40) hours per seven (7) day period shall be considered overtime.

A member of the F.O.P. Bargaining Unit may request a portion of his or her accumulated overtime as time off (in lieu of pay, at a rate of two (2) hours off work per hour of overtime cashed in). In the event a member uses overtime for a full 8-hour day off, he or she will be charged four (4) hours overtime for the full day. The Chief of Police or his or her representative with regard to the "Manpower Rule" will authorize time off.

Hourly overtime pay rate is the member's annual base pay including differential for rank, longevity, education incentive, shift differential and certification pay divided by two thousand eighty (2,080) hours times one and one-half (1 1/2).

Overtime work hours for each officer can be banked up to three hundred twenty (320) overtime hours.

All members shall receive court time for off-duty court appearances with a minimum of two (2) hours for each such appearance, all with written verification by the Court Bailiff, a representative of the Public Defender's Office or a representative of the Prosecutor's Office to be figured at the overtime rate.

All members shall receive a minimum of four (4) hours overtime when they are called in for duty, outside their scheduled tour of duty.

All members working overtime details (i.e. – fireworks, concerts, parades, etc) shall be paid a minimum of two (2) hours overtime per event, per day, said member was scheduled to work. An exception to this would be if the member was given a minimum advance notification of six (6) hours of a cancellation or change.

In the event the City (Board of Public Works and Safety) officially declares an emergency period, the members of the F.O.P. Bargaining Unit shall receive the overtime rate for each hour beyond forty (40) hours per work schedule during said emergency.

ARTICLE 19. SCHEDULED AND/OR OUTSIDE CONTRACT WORK

All part time work, which is contracted or scheduled by the Richmond Police Department, including but not limited to, the housing project security patrols, selective traffic enforcement and City festivals, shall be awarded by departmental seniority. Each detail and any applicable shift therein shall be posted on the daily book, which is maintained at the Police Department information desk. It shall be the member's responsibility to sign up for any detail desired. Any such law enforcement related work shall be limited to twenty (20) hours per week, whether or not scheduled through the department.

Each overtime opportunity shall constitute a separate detail, and shall be posted as such. Multiple shifts of one detail within the same calendar day shall constitute parts of the same detail, and an officer may only work one such shift through the use of his or her seniority unless no other officers have signed up to work the other shifts.

The Department Major or his designee responsible for the community event or part time assignment shall record the time and date that each detail was posted and removed, as well as maintain the original document in the event that a grievance is filed.

Any off-duty security type function that is scheduled and paid through the department and occurs or is projected to occur on a continuous basis throughout the year (i.e. Richmond Housing and any similar future security details) shall be excluded from these provisions.

Overtime needs for regular shifts shall not be governed by these procedures. These such overtime needs may be filled based on seniority from the officers working the shift immediately prior to the shift where overtime is needed provided the need is not known for forty-eight (48) hours.

Qualifications for Overtime

For an officer to be offered the opportunity to work overtime for a platoon or division, that officer must be qualified to perform the essential functions of that position.

This call-in procedure applies only to the patrol division. Traffic Division, Investigations, Youth Services, and Special Investigations Unit are not applicable.

All sworn police officers covered by the contract are eligible to be called for overtime to perform the function as a patrol officer in the patrol division.

All supervisors with the rank of Sergeant, Lieutenant, and Captain are eligible to work overtime in a patrol officer's position, or as a platoon supervisor, as needed.

Maximum Hours Worked

An officer is restricted to the number of hours that they may work in an extra-duty or off-duty employment. An officer is restricted to twenty (20) hours per week of extra-duty or off-duty employment.

This call-in for overtime hours shall apply towards the maximum number of hours an officer is available with the exception of call outs where an immediate response is required, i.e.: SWAT, K-9, Water Rescue, investigative.

It is the responsibility of each officer to keep track of his or her numbers of hours worked in extra-duty or off-duty employment and in the call-in for overtime, and not exceed the maximum of 20 hours in a period of one week.

Should an officer be contacted for call-in overtime and that officer is ineligible because of available hours, the officer should inform the supervisor of this.

The total number of hours worked does not include overtime from a regular tour of duty or court time.

An officer called-into work under this policy shall be guaranteed a minimum of four (4) hours of overtime. A supervisor may choose to only keep an officer for part of a shift.

Manpower

The platoon Captain along with the Chief of Police, or designee shall establish an acceptable minimum manpower that their platoon or division will work with. That platoon's Lieutenant and Sergeant shall follow the established guidelines as set by the Captain.

The established manpower will be different between platoons, the days of the week, the time of year, weather conditions, and the expected activity for the platoon or division. In addition, common sense and experience of the supervisors will assist in determining the minimum manpower for a given day.

Supervisors shall count as manpower when establishing the minimum for each platoon.

ARTICLE 20. FIVE (5) DAY WEEKEND

All qualified members will be permitted off on the Friday that is designated their "five (5) day weekend". Each member will be given an additional four (4) days off per year at the discretion of his or her supervisor.

All qualified members will be permitted off for their birthday and their anniversary date of hire with the Richmond Police Department.

ARTICLE 21. VACATIONS

All full-time members of the F.O.P. Bargaining Unit will follow this procedure for earning and taking vacations.

1. Vacations shall be earned by all full-time members at a rate of five (5) vacation days after six (6) months continuous employment which vacation shall become a total of ten (10) work days after one (1) year continuous employment. This shall be the members' total number of vacation days until he or she has earned bonus vacation days.

2. Members shall be eligible for bonus vacation leave upon completion of three (3) years continuous employment and for various years thereafter according to the following schedule. The bonus vacation leave will be added at the end of the third year anniversary date and on every anniversary date thereafter of continuous service as follows:

3 Years-6 days	11Years-15 days
4 Years-7 days	12Years-15 days
5 Years-8 days	13 Years-15 days
6 Years-10 days	14 Years-15 days
7 Years-10 days	15 Years-15 days
8 Years-10 days	
9 Years-10 days	
10 Years-15 days	

Additional Bonus Vacation leave is accumulated for all members of the F.O.P. Bargaining Unit hired prior to January 1, 2007 as follows:

- 16 Years - 16 days
- 17 Years - 17 days
- 18 Years - 18 days
- 19 Years – 19 days
- 20 Years and thereafter – 20 days

Bonus Vacation Leave shall be considered as workdays.

3. Officers may elect to take their vacation one (1) day at a time.

A forty-eight (48) hours notice must be given prior to the use of a vacation day or combination of vacation days. The Chief of Police or his or her representative with regard to the “Manpower Rule” will authorize time off.

4. The Chief of Police or someone he designates will arrange vacation schedules.

5. No more than two (2) members will be permitted on vacation from each platoon or Specialized Division at one time. This provision excludes any division designated by the Chief of Police subject to the “Manpower Rule” as defined. Any members may use his or her five (5) day weekend adjacent to his or her vacation period. This **provision** would also apply to those four (4) day yearly bonus days, as well as the four personal days.

6. The Vacation Schedule will start on the first Monday in January, of each year.

7. Captains, Lieutenants, and Sergeants will select vacations by rank. The supervisor’s vacation selection shall have no effect on the available vacation schedule of the other members of the Bargaining Unit.

8. All other members of the bargaining unit shall select vacation by seniority. There shall be no more than two patrol officers/investigators off of each shift or special division at a time, provided this provision excludes days taken according to item three (3) above. However, the officer must select the option at the beginning of the calendar year.

9. Notwithstanding a manpower shortage on a given day, the maximum of two (2) officers shall be granted their vacation/personal/bonus/birthday/FOP or hire anniversary day request. The supervisor may solve the shortage from within the shift first. However, it shall be the officer’s duty to help fill the manpower shortage. The officer may ask any qualified officer to fill in for him or her for overtime pay. This shall be done with an inter-office memo signed by both officers and given to the shift supervisor. In addition, there will be an overtime board placed in the patrol squad room. The supervisor shall place dates on this board to assist in finding the needed manpower for the shift. Officers that wish to work on any of the posted days must submit an inter-office memo to the shift supervisor. Overtime will be filled on a first come first served

basis. Should there be more than one officer submit a memo to work on any posted day and that slot has not been filled, the officer with highest seniority shall be selected. If an officer or supervisor cannot find a replacement within forty-eight (48) hours of the requested day off, then that day will not be granted.

10. All members shall be granted an additional day's pay at his or her normal rate of compensation, if any established holiday falls within the selected vacation, regardless of whether the holiday is on a scheduled day off.

11. Those members, who elect to divide their vacations, must wait until all officers on their shift/division have made their selection, before selecting an additional period.

12. All vacations that are selected five (5) days at a time shall start on Monday.

13. All requested changes in the vacation schedule must be approved by the Chief's Office.

14. The vacation request forms must be completed and submitted to the Chief's Office by the First Friday of March.

15. All vacation days must be taken during the calendar year.

ARTICLE 22. PAID HOLIDAYS

Any member of the F.O.P. Bargaining Unit who completes a minimum of four (4) hours of duty on certain legal holidays shall receive one and one-half (1 1/2) days pay in addition to his or her regular pay. To qualify for said holiday pay the member must work his or her full, assigned tour of duty the day before and the day after the said holiday. Holiday pay shall be computed the same as an officers overtime rate, as specified in article 18. The legal holidays for which one and one-half (1 1/2) days additional pay shall be paid are:

- New Years Day
- Martin Luther King Day
- Good Friday
- Easter Sunday
- Primary Election Day, if applicable; or if not applicable, Police Officers Memorial Day
- Memorial Day
- Independence Day
- Labor Day
- General Election Day, if applicable; or if not applicable, Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas

In order to clarify the above, if a member works a holiday as scheduled, that member shall receive the one and one-half days additional pay, plus regular pay. If so scheduled, but if the member elects to take the day off, the member must take a personal day, vacation day, bonus day, birthday, court day or anniversary day, and the member's normal salaried compensation shall not be affected.

If a member is not scheduled to work a holiday, the member's normal salaried compensation shall not be affected.

No scheduling can be altered to avoid the payment of holiday pay.

If court time or overtime is taken before or after any of the established legal holidays, such time will not disqualify any member of the F.O.P. Bargaining Unit from Holiday pay as provided herein.

A member of a specialized division will have the option to work or not work on holidays that fall during their regular work schedule. If he or she works such holiday as scheduled, they will be paid as outlined above in this article. If they elect not to work although scheduled, no personal/vacation/bonus day must be used, and they will only be compensated at his or her regular rate of pay. Any member choosing to work a holiday must work the full eight (8) hour shift or cash in overtime for anything less.

ARTICLE 23. PERSONAL DAYS

Each member of the F.O.P. Bargaining Unit may elect to take four (4) personal days per year. The member must notify his or her supervisor of the date he or she has elected at least forty-eight (48) hours in advance of said date. This is subject to the "Manpower Rule" as defined.

Notwithstanding any other language within this contract, a member shall not qualify for either the personal days herein or the additional days set forth in Article 20 until the end of their one-year probationary period in the department. As a result, members reaching their first anniversary date shall receive their own personal days and bonus days at a prorated schedule. When the member's anniversary date falls during the first quarter of the calendar year, that member shall receive four personal days and four bonus days. If the anniversary date falls during the second quarter of the calendar year, the member shall receive three personal days and three bonus days. If the anniversary date falls during the third quarter of the calendar year, the member shall receive two personal days and two bonus days. If the anniversary date falls during the fourth quarter of the calendar year, the member shall receive one personal day and one bonus day for that year.

All personal days herein and bonus days pursuant to Article 20 must be taken during the same calendar year that the member earns such day. Such days cannot carry over to an additional calendar year.

ARTICLE 24. LONGEVITY PAY

As an incentive for continuous service with the Richmond Police Department, each sworn Police Officer shall receive an amount equal to five hundred dollars (\$500.00) in addition to their regular base pay. The five hundred dollars (\$500.00) will be paid at the completion of the officer's first year of service and will be increased by 0.5% (1/2 of 1%) of the base salary of a first class patrolman on the first year anniversary date.

On the anniversary date of each successive year of the officer's employment, the longevity pay shall increase at a rate of 0.5% (1/2 of 1%) of the base salary of a first class patrolman. Such successive increases of longevity pay shall be cumulative in nature.

ARTICLE 25. CLOTHING ALLOWANCE

The City agrees to pay all members of the F.O.P. Bargaining Unit a clothing allowance of six hundred fifty dollars (\$650.00) for the year 2007, payable on or about the first day of July.

ARTICLE 26. SHIFT PAY

Additional annual compensation in the amount of nine hundred dollars (\$900.00) for the year 2007 shall be paid to those members, covered by this Agreement, who work rotating shifts or who are permanently assigned to second or third shift. Temporary or rotating assignments on these shifts will be paid at pro-rated amounts for the time of the assignments.

ARTICLE 27. EDUCATIONAL INCENTIVE

Each member of the F.O.P. Bargaining Unit having obtained the following educational degrees shall receive an additional compensation yearly:

2007

Associate Degree	\$ 750.00
Bachelor Degree	\$1250.00
Masters Degree	\$1850.00

This compensation shall begin with the next pay period following receipt of such degree and the amount stated above shall be pro-rated over the balance of the year in which the degree is received. The said amount shall likewise be pro-rated for a probationary member starting with the pay period following the termination of his probationary period.

An educational institution approved by one of the following regional accrediting associations must grant such degree:

1. New England Association of Colleges and Secondary Schools.
2. Middle States Association of Colleges and Secondary Schools, Commission of Institutions of Higher Education.
3. North Central Association of Colleges and Secondary Schools, Commission of Colleges and Universities.
4. Northwest Association of Secondary and Higher Schools, Commission on Higher Schools.
5. Southern Association of Colleges and Schools.
6. Western Association of Schools and Colleges. Accrediting Commission for Senior Colleges and Universities and Accrediting Commission for Junior Colleges.

Any individual exception approved to date shall continue in effect.

All Firearm Instructors shall receive additional compensation of \$1,000.00 per year.

ARTICLE 28. TAKE HOME CAR ASSESSMENTS

Police Officers for the Richmond City who choose to drive their patrol cars to and from their primary residence (home) to work shall pay an assessment based upon the primary residence of the Officer. The assessment shall be at the rate of fifteen dollars (\$15.00) per month or one hundred eighty (\$180.00) dollars per year for Officers that live within the Richmond City Limits including the two (2) mile fringe. The assessment shall be at the rate of twenty dollars (\$20.00) per month or two hundred forty (\$240.00) dollars per year for Officers that live outside the City Limits, but within Wayne County. Officers that live outside of Wayne County shall pay an assessment of twenty dollars (\$20.00) per month or two hundred forty (\$240.00) dollars per year plus twelve (.12) cents per mile (round trip) based on the mileage from their primary residence to the Wayne County limits and multiplied by eighteen (18) days per month or two hundred sixteen (216) days per year.

For example, an Officer that lives five (5) miles from the Wayne County line would pay as follows:

$.12$ (cents per mile) x 10 (miles round trip) x 18 (days per month) = \$21.60 (additional assessment) + \$20.00 (flat assessment) = \$41.60 per month or,

$.12$ (cents per mile) x 10 (miles round trip) x 216 (days per year) = \$259.20 (additional assessment) + \$240.00 (flat assessment) = \$499.20 per year.

The total yearly assessment shall be deducted at the rate of 1/12 from the officer's second pay each month, although an officer shall have the option of paying the assessment in a lump sum on or before January 31 of each year - subject to any change in residence within the year.

Police Officers residing within Wayne County shall have limited off duty use, excluding transporting of non-family members, such as, but not limited to travel to and from part-time work details, health clubs, banking trips and etc.

ARTICLE 29. INSURANCE

A. Active Employee Coverage.

The City shall provide the same group health insurance for members of the F.O.P. Bargaining Unit and as is provided for other City employees. The City shall pay eighty (80%) of the cost thereof and the said member shall pay twenty per cent (20%).

The Health Insurance Policy shall include basic medical as well as major medical coverage.

The City agrees to recognize a designated member of the F.O.P. Bargaining Unit as a member of the City Insurance Committee.

The City shall carry basic medical and major medical coverage at levels comparable to the existing coverage. At the time the City Self Insurance Committee agrees to decrease the benefits, the Bargaining Committee agrees to call a meeting of the Bargaining Unit and present the recommendations of the City Self Insurance Committee to the members of the Bargaining Unit for a vote. The Bargaining Unit agrees to follow the majority vote of its members and agrees to allow a change in the level of basic medical and major medical coverage if so voted.

B. Retiree Insurance Benefits.

A retiree who chooses to remain on City insurance shall be allowed to remain a part of the City's group health insurance coverage subject to the following terms and conditions:

1. If the retiree elects to convert to or become part of the new PPO Plan, the City shall not charge any employee premium or contribution for coverage for the retiree or his or her spouse who exists at the time of retirement. (Such zero premium contribution does not include subsequent spouses.) The premium coverage for any additional dependent(s) on the PPO Plan shall be equal to the cost of premiums charged to other City employees with the following clarification, to-wit: one child shall be equal to the "single" cost; two or three children shall be equal to the cost for "two/three" coverage; etc.

2. If the retiree remains or becomes part of the current “Comprehensive Plan”, the City shall charge such retiree the same premium or contribution cost charged to other City employees on the Comprehensive Plan
3. For purposes of retiree insurance benefits, coverage under any plan, at any cost, shall only be available to children of the retiree in existence at the time of retirement (or born subsequent to retirement with a spouse in existence at the time of retirement), and not to subsequent stepchildren or natural children born with a subsequent spouse.
4. The first four sections of Article 29 (B) shall remain in full force and effect through December 31, 2008.
5. A retiree who subsequently obtains other employment may elect to carry two insurance policies provided the City policy is secondary.
6. An Eligible Retiree who has obtained subsequent insurance coverage through a successor employer and later loses that coverage for any reason may re-enroll in the City’s insurance plan and be entitled to the above annual contribution toward such insurance. If the retiree re-enrolls during a calendar year, the City’s contribution for that calendar year shall be pro-rated on a monthly basis starting with the month that the retiree becomes eligible for coverage under the City’s plan. In any such case, the retiree and his/her dependents shall not be covered for pre-existing conditions as those conditions are then defined at the time of re-enrollment by the City’s plan documents.
7. The City’s contribution for retiree health insurance benefits shall continue until the retiree becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395, et.seq. The amount of the City’s contributions to any retiree hereunder shall be subject to subsequent modification through the collective bargaining process and any resulting change in the terms of this Collective Bargaining Agreement, whether such changes occur before or after a particular retiree’s effective date of retirement.
8. For purposes of this Article 29, an “Eligible Retiree” is defined to be any member of The F.O.P. Bargaining Unit who retires from active duty on the force, in good standing, and with twenty (20) or more years of accredited service as recognized in the particular retirement program in which the member is a participant [*i.e. The 1925 Police Pension Fund* (I.C. 36-8-6-1, et.seq.) or *The 1977 Police Officers’ and Firefighters’ Pension and Disability Fund* (I.C. 36-8-8-1, et.seq.)] or any member who, while an active member of the **Department**, becomes disabled as determined by the *PERF* Board..
9. The insurance contribution benefits hereunder shall only be available to those Eligible Retirees whose first effective date of retirement is on or after January 01, 1996, and to those retirees and/or dependents of a retiree who are participating in the City’s group health insurance plan as of December 31, 1995.

ARTICLE 30. PRESCRIPTION EYE DEVICES

The City agrees to replace prescription eye devices broken or damaged in the line of duty. This damage is to be certified by the Shift/Division Supervisor

ARTICLE 31. PURCHASE OF DUTY WEAPONS

A retiring officer may purchase his duty weapon and shotgun for one dollar (\$1.00) each from the City.

ARTICLE 32. PREVAILING RIGHTS

All rights, privileges and working conditions enjoyed by the members of the F.O.P. Bargaining Unit at the present time, which are not included in this Agreement, shall remain in full force, unchanged, and unaffected in any manner, during the term of this Agreement unless agreed upon by the City and the F.O.P. Bargaining Unit. This will include, but not be limited to, Seniority Rights and an Officers Bill of Rights as more particularly set out in Article 36 of this Agreement.

ARTICLE 33. COMMON COUNCIL

The financial aspects of this Agreement are expressly subject to the approval by the Common Council of the City of Richmond and same are null and void and of no effect in the absence of such approval. The City will use its efforts towards obtaining the said approval of the Common Council.

ARTICLE 34. BODY ARMOR

The City of Richmond shall replace each member's personal body armor as prescribed by the manufacturer's warranty. All body armor shall conform to level two (2) threat, be of current state of the art design constructed of a "Kevlar" fiber and include trauma plate and side panels. All replacements shall occur prior to the expiration of the manufacturer's warranty applicable to the armor being replaced.

ARTICLE 35. PENSION FUND

The City has taken all necessary action to cause employee contributions to the Pension and Disability fund to be tax deferred, which action took effect the fourth quarter of the year 2000, and will continue through the term of this Agreement.

ARTICLE 36. POLICE OFFICER'S BILL OF RIGHTS

All police officers of the Richmond Police Department shall be entitled to the protection of what shall hereafter be termed as the "Police Officer's Bill of Rights.

SECTION 1. DEFINITIONS.

(1) Police Officer - A sworn officer functioning in a full-time capacity with the Richmond Police Department and who is a member of a police pension fund.

(2) Complainant - The person or persons named or unnamed providing the information constituting the basis for the alleged improper conduct.

(3) Formal Proceeding - A proceeding heard before the Richmond Police Department merit commission.

SECTION 2. INVESTIGATIVE PROCEEDINGS.

When a police officer is under investigation for alleged improper conduct with a possible resulting dismissal, demotion, or other discipline, the following standards apply.

(1) Any interview of a police officer shall take place at the Richmond Police Department when possible or such other reasonable place as the investigating officer may determine.

(2) The police officer being investigated shall be informed, at the commencement of his or her interview of:

(A) The nature of the investigation.

(B) The identity of the person(s) present during the interview.

(3) During the interview of the police officer, questions will be posed by one (1) investigating officer at a time. No more than two (2) investigating officers should be present during the interview.

(4) Any interview of a police officer in connection with an investigation shall be for a reasonable period of time and shall allow for reasonable periods for personal necessities of the officer.

(5) All interviews of a police officer in connection with an investigation against him or her shall be recorded, except minor infractions. The police officer shall be allowed to take notes and or also make his own independent recording of the interview.

(6) The police officer shall be entitled to the presence of his attorney during the interview.

SECTION 3. PERSONAL PRIVILEGES

(1) No police officer shall be required to disclose any item of his or her personal property, income, assets, source of income, or personal or domestic expenditures, including those of any member of his or her household, unless such information is necessary in investigating a possible conflict of interest with respect to the performance of the officer's official duties, unless such disclosure is required by law, or unless such information is related to the investigation. Nothing in this section shall preclude the Police Department from requiring any officer to disclose any place of off-duty employment and where he or she may be contacted.

(2) No police officer shall have his or her residence, private place of business or private vehicle searched unless a valid search warrant is obtained or the officer voluntarily agrees to such a search.

(3) No member of the police officer's immediate family shall be required to give a statement.

(4) The Police Department shall not release to the news media a police officer's home address or telephone number except in cases of a criminal arrest or indictment.

SECTION 4. POLITICAL ACTIVITIES

(1) Except when on duty, while in uniform or acting in his or her official capacity, no police officer shall be prohibited from engaging in political activity.

SECTION 5. PERSONNEL FILES

(1) A police officer shall have the right to review his or her personnel files at a reasonable time during office hours. No files shall be removed from the office without the Chief's consent.

ARTICLE 37. ELECTIONS & VOTING

Whenever a vote or election is held, (with the exception of the Negotiating Committee vote at the Annual Pension Board Meeting), it will be conducted in the following manner:

1. Information relevant to the vote or election, as well as the dates and times of the vote or election will be posted for a minimum of fourteen (14) days.
2. The ballot box will be manned by a Negotiating Committee Member the whole time it is accessible for voting.
3. There will be a sign off sheet accompanying the ballot box that anyone casting a vote will be required to sign. The Negotiating Committee member manning the ballot box at that time will initial next to the voting members signature.

4. Voting will be available on each shift at the times specified above for a minimum of two (2) hours per shift. Any member wishing to vote but being detained on a call will need to contact the Committee Member at Headquarters so a voting time can be established.
5. Anyone knowing they will not be available to vote on the specified dates and times may cast their vote by absentee ballot with any member of the Negotiating Committee. This may only be done within the fourteen (14) day period following the posting of the vote or election. The individual needing to vote early, will be supplied with a ballot, he/she will mark and place in a sealed envelope. He/she will also be required to sign the sign off sheet with the Committee Member receiving his/her vote, initialing the sheet beside that individual's name. The envelope will remain secure with the committee Member until which time he/she can place it in the ballot box.
6. In the event of an unforeseen situation that the Negotiating Committee deems as needing immediate attention, the fourteen (14) day posting period will be waived. In such a situation the issue(s) to be voted upon will be posted. Members of the Negotiating Committee will make a reasonable attempt to notify each member of the Bargaining Unit of the impending vote. During such a vote, sections 2, 3, 4 and 5 of this article will be followed.
7. Following the voting, no less than three (3) members of the Negotiating Committee will count the ballots with the results being posted.
8. All sworn police officers of the Richmond Police Department are eligible to vote.

ARTICLE 38. EFFECTIVE DATE

This Agreement shall become effective March 08, 2007 and shall continue in full force and effect until 12:00 midnight December 31, 2007. In the event that a new agreement is not signed by the FOP Negotiating Committee by the respective contract expiration date set forth above, this agreement shall remain in full force and effect for a period of one year or until a new agreement is signed by both parties.

Either party may request to re-open this agreement for the purpose of resolving a mutual problem not anticipated at the time of ratification and execution of this agreement. Both parties must be in agreement, prior to the re-opening of this agreement.

ARTICLE 39. MISCELLANEOUS

The City and Union agree to meet and bargain for an extension of this Contract on or before April 1, 2007.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, execute this Agreement as of the date first set forth above although signatures are affixed on the dates below.

NEGOTIATING COMMITTEE FOR
F.O.P. BARGAINING UNIT

THE CITY OF RICHMOND, INDIANA,
by and through its Board of Public Works
and Safety

Dean Snapp

John Kenny

Don Benedict

Dian Lawson

Sean O'Brien

Mary Jo Flood

Michael French

Date: _____

Virgil Shaw

Date: _____

APPROVED BY MAYOR:

Sarah (Sally) Hutton
City of Richmond

Date: _____