



COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF MISHAWAKA, INDIANA

And

**MISHAWAKA FRATERNAL ORDER OF POLICE,
LODGE 91**

Dated January 1, 2015 - December 31, 2017

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into between the City of Mishawaka, Indiana, hereinafter called "City", and the Mishawaka Fraternal Order of Police, Lodge No. 91, hereinafter called "Lodge".

WITNESSETH THAT:

The parties hereto, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I **PURPOSE AND DEFINITIONS**

Section 1 - Purpose

The parties hereto have entered into this Agreement pursuant to the authority of Ordinance Number 1666 passed by the Common Council of the City of Mishawaka on the 6th day of December, 1971, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Lodge, in the best interests of the community; to improve the public police protection; and to provide an orderly and equitable means of resolving future differences between parties.

Section 2 - Definitions

- A. "City" shall include the elected or appointed representatives of the City of Mishawaka, Indiana, including the Police Chief and Division Chiefs, but there shall be no more than three (3) Division Chiefs.
- B. "Lodge" shall include the officers or representative of the Lodge
- C. When the singular number is used, it shall include the plural.
- D. All reference to policeman or policemen or police officer (s) in this Agreement shall designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female.

ARTICLE II
COVERAGE

This Agreement shall be applicable to all police officers of the Police Department of the City of Mishawaka except the Police Chief and Division Chiefs.

ARTICLE III
RECOGNITION

The City recognizes the Lodge as the sole and exclusive bargaining representative of the employees of the Police Department.

The City shall not enter into any agreements with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

ARTICLE IV
RIGHTS OF MANAGEMENT

Except as otherwise provided in this Agreement, or applicable federal or state law, the City in the exercise of its functions of management shall have the right to decide the policies, methods, safety rules, direction of employees, assignment of work, contracting of work, equipment to be used in the operation of the Police Department; and to determine the hours of work, the right to hire, discharge, suspend, discipline, promote, demote, and transfer policemen; it is agreed that the enumeration of the above management prerogatives shall not be deemed to exclude other prerogatives not enumerated. Nothing in this Article shall abdicate the policemen's rights to the grievance procedure.

ARTICLE V
LODGE ACTIVITIES

Section 1 - General

Employees and their Lodge representatives shall have the right to join the Lodge, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any views, grievance, complaint, or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination, or reprisal, except as limited by the laws of the City of Mishawaka, State

of Indiana, or the United States of America.

Section 2 - Released Time

Officers and other representatives of the Lodge shall be afforded reasonable time during working hours without loss of pay to fulfill their Lodge responsibilities, including negotiations with the City, processing grievances, and administration and enforcement of this Agreement; provided, however, that such absences will not cause shift strength to fall below the minimum strength requirements for a shift as required by this Agreement.

Section 3 - Bulletin Boards

The Lodge shall retain the bulletin board rights it now has, including the right to post Lodge notices or other materials. Such boards shall be identified with the name of the Lodge and the Lodge may designate persons responsible therefore.

Section 4 - Meetings

The Lodge may schedule meetings on Police Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Police Department.

Section 5 - Lodge Activities

The President and respective representatives of the Lodge and any members who are elected to a State or National Lodge office shall be allowed time off with pay to attend State and National conventions, seminars and meetings as long as the minimum strength requirements on their respective shifts are met. If a representative's shift is below minimum strength, then the representative shall nonetheless be allowed the time off but without pay.

Section 6 - Dues and Representation Check-Off

The City shall collect Lodge dues from Lodge members and representation fees levied by the Lodge for non-Lodge members on a monthly basis from all police officers within the bargaining unit who have executed the proper authorization for dues or representation fee check-off. The City shall deduct from the first pay check of each month the authorized Lodge dues for such month and promptly remit the same to the Secretary of the Lodge. The City shall continue to deduct monthly Lodge dues and representation fees at the rate in force on the date of the signing of this Agreement, until officially notified in writing of a change by the Lodge President, who shall be the sole authorized representative of the Lodge for the purpose of certifying the amount of such change.

Section 7 - Representation Fee

Non-members of the Lodge shall pay a representation fee for the services of the Lodge in acting as the bargaining representative. Such representation fee shall be in an amount equal to the membership dues of the Lodge less the cost of any benefits provided solely for Lodge members. Non-Lodge police officers who refuse to sign an authorization form for the deduction of such representation fee or who revoke an executed authorization form shall have a continuing enforceable obligation to pay the representation fee directly to the Lodge. The City shall have no obligation to collect such representation fee except as set forth in Section 6 of this Article and the Lodge shall indemnify the City for any costs or expenses arising out of any suit or claim brought by a non-member of the Lodge relating to this Article.

Section 8 - Use of City Equipment

The Lodge shall have the right to make reasonable use of the Police Department duplicating equipment, computing and office equipment, all in accordance with the City's procedures, provided, however, such use shall not be disruptive of department business. The Lodge agrees to pay the reasonable costs for such use.

Section 9 - Exercise Room

The City shall continue to make available to the Lodge facilities at least equal to those presently provided for use by the Lodge as weight and exercise rooms and for the Lodge's desk and file cabinets. The Lodge agrees to keep the equipment in working order and keep the area clean.

ARTICLE VI
DIVISIONS AND HOURS OF WORK

Section 1 – Divisions

There shall be only the following divisions within the Police Department:

- A. Uniform Division
Traffic Bureau to consist of a minimum of one (1) officer. The head of the Traffic Bureau will hold the rank of Captain.
- B. Detective Division
- C. Services Division

Section 2 - Work Schedule

The regular work schedule of police officers shall be as follows:

- A. Uniform Division police officers shall work six (6) consecutive days with three (3) consecutive days off. Rotations within a shift shall not be changed without the consent of the affected police officer.
- B. The hours of the Traffic Bureau officers will be flexible to assure the orderly function of the Traffic Bureau. Accordingly, the daily working hours and weekly rotation of the Traffic Bureau officers shall be set by the mutual agreement of the Chief of Police and the Traffic Bureau Captain. No more Than Two Thousand Two (2,002) hours per year will be worked by the Traffic Bureau officers without reimbursement of overtime pay. The Traffic Bureau officers shall not be utilized in such a manner as to evade the paying of overtime to other police officers.
- C. The Detective Division and the Services Division shall work not more than 2,002 hours per year, consistent with division work schedules and the efficient operation of the Police Department. Such employees shall work an average of Thirty-Eight and One-Half (38.5) hours per week.
- D. A regular work day shall consist of Eight and One-Quarter (8.25) hours, which time shall include thirty (30) minutes for a meal subject to call. Coffee breaks shall also be allowed subject to call.
- E. During any time period when a minimum of twenty (20) officers are assigned to each of the three (3) existing shifts within the Uniform Division, the City may establish and maintain a fourth shift within the Uniform Division. No non-probationary police officer shall be assigned to the fourth shift against his will, nor shall any officer be transferred from one of the three (3) existing shifts to the fourth shift if the transfer will cause any of the three (3) existing shifts to fall below twenty (20) assigned officers. Following the establishment of the fourth shift, officers shall be entitled to request assignment to said shift as part of the next regular Seniority Pick of Shift process established by this Agreement.

Section 3 - Trading Days

- A. Subject to the approval of the officer in charge of the shift or any captain in the absence of all of the officers in that shift, police officers shall be permitted to voluntarily trade work or leave days provided however no police officer may work more than sixteen (16) hours in a twenty-four (24) hour period and no police officer may work more than two (2) sixteen (16) hour shifts consecutively, i.e., two (2) days

of double shifts worked back-to-back. No police officer shall be permitted to trade for more than 60 (sixty) days in any one (1) calendar year but this limitation shall not apply if trading is for the purpose of participating in athletic events or FOP activities. It must be agreed that:

1. The trade is voluntary;
 2. The trade is for the employee's personal benefit and not the City's benefit;
 3. The time exchange slip will record the trade between the two (2) undersigned employees and will be signed by BOTH employees; and
 4. The time trades will have no effect on the hours of work regarding computation of overtime.
- B. To accomplish such a change, the requesting policeman shall prepare a work exchange slip in duplicate, and he will secure the other policeman's signature or initials on the work exchange slip. The slip shall then be signed by the person in charge of the shift. One (1) copy of the slip will remain with the officer in charge of the shift, and one copy will be attached to the work schedule at the desk area.
- C. Policemen may work any of their off days, i.e. days off, vacation, random days, etc., with no restriction except that they may not work double shifts back-to-back.
- D. The City shall not be involved or responsible in any way to assure that a police officer is reimbursed time owed him or her as a result of trading days.

Section 4 - Working Hours

- A. The Uniform Division shall have three (3) shifts: day shift, afternoon, and midnight shift. The hours of each shift shall be as follows:
- | | |
|-----------------|-------------------------|
| Day Shift | 6:30 a.m. to 2:45 p.m. |
| Afternoon Shift | 2:30 p.m. to 10:45 p.m. |
| Midnight Shift | 10:30 p.m. to 6:45 a.m. |
- B. The hours of the Detective Division and the Services Division shall be set by the City but the work shift shall be Eight and One-Quarter (8.25) consecutive hours.

ARTICLE VII
EXTRA DUTY AND EXTRA DUTY PAY

Section 1 - Call-In Authorization

Only the officers listed below shall have authority to call in personnel for extra duty pay:

- A. Mayor
- B. Chief of Police;
- C. Division Chief of Police;
- D. In the absence of the Chief of Police or the Division Chief, then the Officer in Charge of the Shift.

Section 2 - Extra Duty Pay

- A. Any police officer who works in excess of his regularly assigned work week or work day schedule shall receive extra duty pay in addition to any other benefits to which he may be entitled. Except as otherwise established by this Agreement, such extra duty pay shall be paid at the rate of time and one-half of the police officer's prevailing hourly rate, provided, however, that all extra duty worked on holidays and Sundays shall be paid at twice the police officer's prevailing hourly rate. A police officer's prevailing hourly rate shall be determined by dividing his annual salary by Two Thousand and Two (2,002).
- B. Extra duty shall be assigned to police officers as uniformly as possible. In no case shall the City be required to call the officer whose absence created the need for overtime, no matter where the officer's name is on the extra duty roster. The officer's name shall remain in the same order on the list.
- C. The City shall post two (2) extra duty rosters. One extra duty roster, which shall be known as the Uniform Division extra duty roster, shall list the names of all officers assigned to the Uniform Division, except the Traffic Bureau officers, DARE officers, and Community Relations officers, in order of seniority. The other extra duty roster, which shall be known as the Combined extra duty roster, shall list the names of all officers assigned to the Detective Division, as well as all officers assigned to the Services Division, the Traffic Bureau officers, DARE officers, and Community Relations officers, in order of seniority. These rosters shall be posted on January 1st of each calendar year and shall terminate on December 31st of that year. During the year, the number of extra duty hours worked by each officer shall be recorded after

the police officer's name on each roster.

(1) Assigned Extra Duty

Whenever the City is aware more than six (6) days in advance that a police officer will be needed for extra duty, the extra duty shall be assigned as follows:

The City shall post on the bulletin board a notice stating the number of officers needed, whether the work is that normally performed by Uniform officers, the event, the date and the hours to be worked. Each day to be worked as extra duty shall be posted separately. The extra duty sheet will be posted for not less than four (4) days.

A police officer desiring the extra duty shall sign the sheet. The City shall award the extra duty to the most senior officer with the least amount of extra duty hours worked. If the extra duty is that which is normally performed by Uniform Division officers, then only officers whose names appear on the Uniform Division extra duty roster will be awarded the extra duty. Officers whose names appear on the Combined extra duty roster will be awarded the extra duty only if no officer whose name appears on the Uniform Division extra duty roster signs the sheet. Nothing contained in this section shall be interpreted as entitling an officer assigned to the Services Division, the Traffic Bureau officers, DARE officers, and/or Community Relations officers to the receipt of an extra duty assignment which is of a nature normally performed by officers assigned to the Detective Division.

The police officer assigned the extra duty shall be notified as soon as possible. Management shall post the assignment notification sheets in several locations around the Mishawaka Police Station. The locations for posting are as follows: Squad Room, Detective Bureau and Communications area (Radio Room). In addition, copies shall be distributed to the Chief's Office, Uniform Division Chief's Office, and to the Lodge President. The Lodge President shall also be furnished copies of the sign up sheets containing the officers' signatures.

Officers signing for the overtime shall be responsible to verify whether they have received the overtime assignment. If the officer is off duty for any reason, he/she may verify his/her overtime by telephoning the Chief's Office, the Uniform Division Chief or the Radio Operator on duty as the radio is manned twenty-four (24) hours a day.

Emergency extra duty and call-in duty worked after the overtime has been assigned shall not affect the assignment.

(2) A probationary officer shall be eligible to work extra duty once the officer counts toward the minimum shift strength established by this Agreement.

(3) Emergency Extra Duty

Whenever the City is aware less than six (6) days in advance that a police officer will be needed for extra duty, except where the need for extra duty on a particular shift on a particular day arises after the commencement of the shift, the extra duty shall be assigned in the following manner:

The City shall first refer to the police officers working the shift immediately preceding the shift within each division on which the extra duty officer is needed. The City shall offer that extra duty to the police officer on that shift with the most seniority and the least number of extra duty hours worked not exercising vacation. In the event of a refusal of emergency extra duty time, the police officer shall not be charged on the extra duty roster for refusal and the City shall offer the extra duty time to the next police officer on the preceding shift with the most seniority and the least number of extra duty hours worked who is not exercising vacation, until a police officer accepts the extra duty assignment. In the event no police officer from the preceding shift who is not exercising vacation accepts the extra duty assignment, the City shall then refer to the appropriate extra duty roster.

In the event the emergency extra duty assignment is of a type normally performed by Uniform Division officers, the City shall refer to the Uniform Division extra duty roster and offer the extra duty to the police officer who has the most seniority with the least number of extra duty hours worked not exercising vacation. In the event of a refusal, the City shall continue down the Uniform Division extra duty roster offering the extra duty time to the police officer with the most seniority and the least number of extra duty hours worked or refused not exercising vacation until a police officer accepts the extra duty assignment. If all officers whose names appear on the Uniform Division extra duty roster refuse the extra duty assignment, the City shall then refer to the Combined extra duty roster and offer the extra duty assignment to the most senior officer on that roster with the least number of extra duty hours worked who is not exercising vacation until an officer accepts the extra duty assignment. Should all officers not exercising vacation be called and no officer has accepted the extra duty assignment, the City shall refer back to the Uniform Division extra duty roster and call officers exercising vacation, followed by the Combined extra duty roster.

When a regularly scheduled shift within the Uniform Division would otherwise commence without a sufficient number of officers on duty to meet the minimum shift strength established by this Agreement, despite the City's good faith efforts to fill the extra duty assignment by offering the same to officers on the proceeding shift for voluntary acceptance and/or to make use of the call-in procedure as required above, the City shall be entitled to order a sufficient number of the least senior officers assigned to the preceding shift who are qualified to accept extra duty assignments under the terms of this Agreement to continue their patrol duties until such time as the officers needed to bring the affected shift up to minimum shift strength arrive at the Police Station to commence their emergency extra duty assignment. The officers so ordered to continue their patrol duties shall receive hour-for-hour extra duty pay at twice their hourly rate of pay and the extra duty hours worked by such officers shall not be logged on the applicable extra duty roster.

Any officer ordered to stay past his/her shift will only be required to do this once during HIS/HER six day rotation. If overtime is needed within the same rotation, and nobody accepts it, the next officer with the least amount of seniority (regardless of hours) will be ordered to stay and so on. The officer ordered to stay will do so for the entire shift. The officer calling in overtime will only be required to go through all the call in list ONCE. In the event that an officer would call back and accept the overtime he/she may take the overtime and the officer ordered to stay may leave once relieved.

With respect to emergency extra duty in the Detective Division, the Chief of Police, or the Detective Division Chief shall have the right to award extra duty to officers within that Division as they feel necessary. Officers awarded extra duty within the Detective Division shall be paid twice the officer's prevailing hourly rate for each hour worked. A diligent effort shall be made to award extra duty to officers that have been assigned a particular case and the overtime will be directly related to such case. All extra duty hours shall be logged on the Combined extra duty roster.

In the event that a detective is needed for general investigation (emergency call in), the officer doing the call in will refer to the combined extra duty roster (detective's) and follow the procedure set forth in ARTICLE VII for the uniform division. The FOP will concede that it would be impossible at times for the officer in charge to know who is working a particular case.

Where the need for extra duty on a particular shift on a particular day arises after the commencement of the shift, the City shall first refer to the police officers working the shift immediately succeeding the shift within each division on which the extra duty officer is needed. The City shall offer the extra duty to the police officer on that shift with the most seniority and the least number of extra duty hours worked. In the event

of a refusal of the emergency extra duty assignment, the police officer shall not be charged on the extra duty roster for refusal and the City shall offer the extra duty time to the next police officer on the succeeding shift (not exercising vacation) with the most seniority and the least number of extra duty hours worked until a police officer accepts the extra duty assignment. In the event no police officer from the succeeding shift accepts the extra duty assignment, the City shall then refer to the Uniform Division extra duty roster, and, if necessary, to the Combined extra duty roster, beginning with those officers not exercising vacation, for purposes of awarding the emergency extra duty assignment.

In the event no officer from the combined list accepts the overtime they will then go to the officers on vacation starting with the most senior officer with the least amount of hours. If at this time no officer has accepted the overtime, then the least senior officer on the uniform division extra duty roster will be ordered to work.

(4) When an officer has worked a shift and accepts eight (8) hours overtime on the immediately succeeding shift, the officer may notify the Officer in Charge of the succeeding shift (the "OT shift") that he/she is opting for a split shift. The Officer in Charge will then contact officers scheduled to work the shift following the OT shift (who are not on vacation) and offer the second half of the OT shift to those officers. If no officer accepts, then the officer who accepted the overtime shall work the full eight (8)-hour assignment. If an officer does accept the second half of the split shift, each of the officers involved will have four (4) hours noted on the extra duty roster.

- D. Officers not wishing to work call-in overtime may sign a waiver to this effect. This waiver may be revoked in writing at any time upon twenty-four (24) hours written notice.
- E. The City will post on the board those officers assigned to traffic, photograph, scuba diving and water rescue, breathalyzer, HAZMAT (hazardous materials), bomb squad, Tactical Emergency Response Team (SWAT), range officer, arson, evidence technician, homicide investigator, Field Training Officer (FTO), Community Relations Officer, polygraph examiner, DARE unit, STOP unit, Canine unit, SUDS unit, DRE (Drug Recognition Expert), motorcycle officer, instructors, and Services Division officers. The posting shall be kept current showing the number of extra duty hours worked by each police officer within their respective specialty or specialties. All extra duty hours worked by the above listed officers shall be logged on both the appropriate specialty list and the appropriate extra duty roster. Any officer accepting an emergency extra duty assignment within a specialty area shall receive hour-for-hour extra duty pay at twice the officer's prevailing hourly rate of pay.

Any police officer having completed Vehicle Crash II, (ILEA Standard) may be placed on the Traffic Specialty list. On seniority / least numbers of hours worked within that specialty, two (2) officers may be called in on an overtime basis to assist the Traffic Captain or his designee at fatal and serious injury accidents unless the accident is determined to fit FACT criteria.

If a trained specialty officer is needed in a specialty other than traffic, the City may call in a police officer for extra duty from the posted specialty list having the most senior officer on the list with the least amount of overtime worked within their specialty being called in first. If the police officer with the most seniority and the least amount of overtime hours worked within their specialty cannot be reached after a diligent effort to contact has been made, then such officer may be bypassed.

- F. Notwithstanding any contrary provision contained in this Agreement, no officer shall be entitled to work more than sixteen (16) consecutive hours, whether as the result of the acceptance of an extra duty assignment or otherwise, unless the time to be worked in excess of sixteen (16) hours is the result of the continuation of the officer's second eight (8) hour shift.
- G. All extra duty hours worked by an officer, except those hours worked as part of the continuation of a regularly scheduled shift or where an officer is ordered to accept the extra duty assignment in accordance with this Agreement shall be logged on the appropriate extra duty roster. The extra duty hours shall be logged on the appropriate extra duty roster regardless of whether an officer chooses to receive monetary payment or compensatory time as compensation for the extra duty hours worked.
- H. Notwithstanding any language in this Agreement to the contrary, an officer who is off duty and operating a vehicle provided to him as part of the Mishawaka Police Department's Assigned Vehicle Program shall not be compensated for the first fifteen (15) minutes during which the officer assists a citizen, answers a dispatch call, or otherwise acts in a law enforcement capacity. Thereafter, should the nature of the incident require the continuing intervention of the officer or should the officer be required to prepare a written report concerning the incident while off-duty, the officer shall receive extra duty pay at one and one-half (1.5) times the officer's prevailing hourly rate. Such extra duty pay shall be calculated and paid in increments of fifteen (15) minutes, adding an additional fifteen (15) minutes for any additional fraction thereof in excess of fifteen (15) minutes.

Section 3 - Holiday Schedule

- A. For the purposes of this Agreement, the holidays shall be as follows:
 - 1. New Years Day
 - 2. Martin Luther King Day
 - 3. Good Friday
 - 4. Easter Sunday
 - 5. Memorial Day
 - 6. Independence Day
 - 7. Labor Day
 - 8. Thanksgiving Day
 - 9. Friday after Thanksgiving
 - 10. Christmas Eve
 - 11. Christmas Day
 - 12. New Year's Eve

Section 4 - Court Time Pay

A Police Officer shall receive a witness fee for appearing during off-duty hours in accordance with the following provisions:

- A. When an officer appears as a necessary witness at the Mishawaka Division of the St. Joseph Superior or Circuit Court, the Mishawaka Board of Public Works and Safety, except when the Police Officer himself/herself is the subject of the disciplinary proceeding before the Board, or at the St. Joseph County Prosecutor's Office or St. Joseph County Clerk's Office for the purpose of signing affidavits, except that affidavits will be signed on duty at the Mishawaka Police Station whenever possible, the officer shall receive the sum of One Hundred Seventy-Five and 00/100 Dollars (175.00) per appearance. In addition, the officer shall receive hour-for-hour pay at one and one-half (1.5) times his prevailing hourly rate of pay for time spent at court in excess of three (3) hours, adding one (1) hour for any additional fraction thereof in excess of thirty (30) minutes.
- B. When an officer appears at any other court, administrative hearing or arbitration hearing located in St. Joseph County, Indiana, or elsewhere, except as provided in Paragraph A above, the officer shall receive the sum of Two Hundred and 00/100 Dollars (\$200.00) per appearance, less any compensation received for time and travel from any other sources within the City. In addition, the officer shall receive hour-for-hour pay at one and one-half (1.5) times his prevailing hourly rate of pay for time spent at court in excess of four (4) hours, adding one (1) hour for any additional fraction thereof in excess of thirty (30) minutes.

- C. No witness fees shall be paid for civil court trial appearances unless the subject of the litigation involves matters investigated or witnessed by the police officer in the line of duty.
- D. In the event a police officer is subpoenaed by the City to testify in any court, administrative or arbitration proceeding or hearing outside St. Joseph County, then in addition to the witness fee established herein, the police officer shall also receive reimbursement for all reasonable and necessary expenses incurred, including, without limitation, gasoline, mileage, meals and room expense. Reimbursement will only occur pursuant to compliance with the adopted City travel policy.
- E. Police officers employed in part-time employment by the terms of which compensation is received for performing police-type duties shall not be entitled to compensation under this Article if such officers are involved in any incident or situation which is a direct result of such part-time private employment.
- F. Any police officer who retires or leaves the Department and is required to testify on behalf of the City in any court trial, arbitration hearing or administrative proceeding shall be paid by the City as specified in this Article.
- G. In all proceedings before the Board of Public Works and Safety, subpoenas for a police officer will be reviewed by the Clerk of the Board who will report any abuse of the subpoena power to the Board of Public Works and Safety. In such case, the Board shall have the right to regulate the time and date that witnesses will be required to appear in such a manner that will not impede the presentation of the respondent's case and will not result in the payment of excessive and needless witness fees to police officers subpoenaed as witnesses.
- H. When an officer appears at a proceeding described in this Section while on duty and the officer's participation in the proceeding continues past the end of his regularly scheduled work day, the officer shall not receive the witness fee set out above. Rather, the officer shall receive only hour-for-hour extra duty pay under the terms set out in Article VII, Section 2 of this Agreement.
- I. When an officer receives a subpoena to appear on a single day at two (2) or more separate proceedings and at two or more different locations, the officer shall be entitled to receive a corresponding number of separate witness fees. However, if all the multiple proceedings are scheduled to commence before 12:00 P.M (i.e. in the morning) within the same building or if all the multiple proceedings are scheduled to commence after 12:00 P.M. (i.e. in the afternoon) within the same building, then the

officer shall only receive one (1) witness fee.

- J. When an officer's appearance is continued over from a morning session to an afternoon session on a single day, the officer shall be entitled to only one (1) witness fee.
- K. In the event that any shift of the Uniform Division would fall below Minimum shift strength due to an officer being in court, emergency extra duty will be called in as follows:

If court falls in the first four (4) hours (06:30 – prior to 10:30) (14:30 – prior to 18:30) (22:30 – prior to 02:30) of the shift, the city shall refer to the police officers working the shift immediately preceding to fill the Minimum shift strength.

If court starts in the second four hours of the shift, (10:30 – 14:30) (18:30 – 22:30) (02:30 – 06:30) the city shall refer to the police officers working shift succeeding to fill the Minimum shift strength.

In the event that no police officer accepts the overtime the city shall refer to Article VII, Section 2.

The above agreement pertains only to times when emergency overtime is needed due to officers being in court. It does not change any other provisions in this Agreement.

- L. An officer may not take off a portion of a shift in order to receive court time pay for a witness appearance during that time off.

Section 5 - Shooting Time Pay

- A. A police officer is entitled to miss two (2) shoots per year. However, this section shall not be interpreted so as to allow an officer to refuse to attend a shoot when ordered to do so while on duty. In the event a police officer is required to shoot while off duty, the officer shall receive two (2) hours of extra duty pay unless the department required him to spend more than two (2) hours at the range and if so the police officer shall receive hour for hour pay after the second hour adding one (1) hour for any fraction thereof in excess of thirty (30) minutes.
- B. The top three (3) shooting officers each year, as determined by score on annual shooting qualification tests, will each receive an additional day off, called a shooting day. Use of the shooting day may not bring staffing below minimum shift strength and must be approved in advance by the Chief of Police.

Section 6 - Renegotiation of Wages

It is understood and agreed by the parties hereto that any wage provisions contained in this Agreement may be modified at any time by renegotiations with the members of the Common Council of the City of Mishawaka, Indiana. Both parties must agree to such renegotiation, and the refusal of one party to reopen negotiations shall not be considered a breach of this Agreement or a breach of any other duty or obligation of said party.

Section 7 - Pay Days

- A. Police officers shall be paid bi-weekly, every other Friday. An annual bi-weekly schedule of paydays shall be posted annually before each first payday.
- B. All other pay shall be disbursed by the City as follows:
 - 1. Clothing allowance checks will consist of two (2) equal checks paid on April 1st, and October 1st of each year.
 - 2. Witness fees will be paid at the same time and in the same manner as is extra duty pay.
 - 3. Extra duty pay shall be paid with the next regular pay check following the period during which such extra duty pay was earned.
 - 4. All checks paid will have the proper deductions for such items as taxes, insurance, pension, United Way, savings bonds and credit union.
- C. If an error is made in a police officer's pay, it shall be corrected no later than the next paycheck. If the amount in error is a substantial amount or is not corrected in the next paycheck, a special check shall be issued to immediately correct the error.
- D. If a regular payday falls during a police officer's vacation, he shall receive his paycheck in advance prior to going on vacation, provided he makes a written request for his check two (2) weeks in advance. Requests shall be made to the Services Division.

Section 8 - Jury Duty

Any police officer who is required to report for and/or perform jury duty shall receive time off his regular scheduled work day (s) with full pay, less any compensation received from any other source other than the City.

Section 9 - Overtime Pay or Overtime Compensation

Any police officer who is entitled to overtime pay as previously stated within this Agreement shall have the option of taking the overtime in the form of cash or in the form of compensatory time. The compensatory time shall be given at a rate that is equal to the officer's rate of overtime. Compensatory time may be substituted instead of overtime for all extra hours worked with the exception of State and Federal grants.

Section 10 – Sub-Sergeant Officer in Charge of Shift

When an officer holding a rank below Sergeant is placed in charge of a shift, that officer will be paid an additional \$25.00 for that shift.

ARTICLE VIII
VACATIONS

Section 1 - Eligibility and Amount

- A. Vacation time shall inure to the benefit of police officers based upon years of service as follows:
1. Police officers having completed one (1) year of service, but less than two (2) years, shall receive one (1) week of vacation and 1 (one) random day.
 2. Police officers having completed two (2) years of service, but less than three (3) years, shall receive two (2) weeks of vacation and two (2) random days.
 3. Police officers having completed three (3) years of service, but less than five (5) years, shall receive two (2) weeks of vacation and three (3) random days.
 4. Police officers having completed five (5) years of service, but less than ten (10) years, shall receive three (3) weeks of vacation and three (3) random days.
 5. Police officers having completed ten (10) years of service, but less than fifteen (15) years, shall receive four (4) weeks of vacation and four (4) random days.
 6. Police officers having completed fifteen (15) years of service, but less than twenty (20) years, shall receive five (5) weeks of vacation and five (5) random days.
 7. Police officers having completed twenty (20) years of service, but less than twenty-five (25) years, shall receive six (6) weeks of vacation and six (6) random days.
 8. Police officers having completed more than twenty-five (25) years of service shall

receive six (6) weeks of vacation and seven (7) random days.

9. If the first Sunday following the vacation is a scheduled work day, then, the police officer shall have that Sunday off work as an additional day of vacation.
- B. Vacation shall be selected in each division by seniority per shift. Vacation schedules shall allow one officer per shift per division to start vacation on each Sunday of the year, thus causing an overlapping effect. The right to such overlapping vacation has been agreed to by the City and the Lodge.
 - C. In the event a police officer, while off duty as a result of his vacation or random days taken in conjunction with his vacation is ordered back to work by the City, accepts an emergency extra duty assignment, or is subpoenaed to appear in Court regarding a matter related to his employment as a police officer, the City shall pay the officer two (2) times his prevailing hourly rate of pay for the hours worked or the witness fee established by this Agreement, whichever is applicable, and shall also return the earned vacation day to the officer, on a one day for one day's ratio. The City must grant all requests by an officer to exercise an earned vacation day returned in accordance with this provision if at the time of the request the affected shift is at or above the minimum shift strength established by this Agreement. Furthermore, the City must grant at least two (2) earned vacation day requests on each shift each day, even if the affected shift is already below minimum shift strength, except that if the affected shift is already one (1) below minimum shift strength as a result of an officer exercising a random day, the City must grant only one (1) earned vacation day request. The officer must make an attempt through the Chief's Office to secure an excuse from the subpoena.

Section 2 - Compensation Time Owed

A. Officers shall be able to request compensation time owed from any supervisor within their division and the compensation time owed shall be awarded on a first requested, first received basis. Compensation time owed requests shall be stamped on a time clock. The City must grant all compensation time owed requests, provided that the City may only grant such requests when the affected shift is above minimum shift strength. At no time may the City grant a compensation time owed request if the resulting shift strength would drop below the minimum as set by this agreement.

Section 3 - Random Days

- A. Officers shall be able to request a random day from any supervisor within their division and the random day shall be awarded on a first requested, first received

basis. The random day selected shall be within one (1) year from the date of the request. Random day requests shall be stamped on a time clock. The City must grant all such requests if, at the time of the request, the affected shift is at or above the minimum shift strength established by this agreement. Furthermore, the City must grant at least one (1) random day request on each shift each day, even if the affected shift is already below minimum shift strength, except when the affected shift has fallen below minimum shift strength as a result of an officer's absence due to a vacation day.

- B. Random days may be accumulated from year to year. Police officers will make an effort to take all of their random days in the year that they are due; provided, however, that a police officer may not carryover more than eighteen (18) days under this Section.
- C. Random days shall be allotted as of January 1st.

Section 4 – Earned Vacation Days

- A. Earned vacation days may be accumulated from year to year. Police officers will make an effort to use all of their earned vacation days in the year that they are due; provided, however, that a police officer may not carry over more than six (6) earned vacation days under this section
- B. All earned vacation days accumulated prior to January 1, 2009 will be in a separate bank and available to be used by the police officer as established by this agreement. No additional days may be added to this bank. Any earned vacation days that are available in this bank must be used before any other earned vacation days are used.

Section 5 - Vacation Selection

- A. Vacations may be picked for two (2) week slots in the first round, or if officers choose to split their two (2) week pick they can pick one a (1) week vacation slot on the first round. If an officer chooses to make his first selection in a one-week increment, the officer's second week of vacation must be chosen in the second round. All further selections will be for one-week blocks, except as provided in subsection B. The police officer shall sign a vacation schedule and note the date and time signed. The police officer next in seniority on the shift will have not less than three (3) days to pick his vacation selection. If such police officer fails to pick within the three (3) days the next police officer in seniority can pick and so on down the list. The police officer that is passed over for failure to pick his/her vacation can sign any time but he/she must pick the vacation from the weeks that are open at the time he/she signs.
- B. Any officer entitled to one (1) week of vacation may choose to take his selection as one (1)

weeklong vacation or as six (6) random days. Any officer entitled to two (2) weeks of vacation may choose two (2) weeks vacation, or twelve (12) random days, or one (1) week vacation and six (6) random days. Any officer entitled to three (3) weeks of vacation may choose three (3) weeks vacation, or eighteen (18) random days, or one (1) week of vacation and twelve (12) random days, or two (2) weeks of vacation and six (6) random days. Officers entitled to four (4), five (5), or six (6) weeks of vacation may also take up to three (3) weeks (18 days) as random days. No officer may take more than three (3) weeks of vacation as random days (18 random days).

Section 6 - Computation of Years of Service

Vacation time is computed on the basis of a police officer's years of service. If a police officer completes a sufficient number of years of service so as to entitle him to additional vacation time as hereinabove provided, he shall receive such additional vacation time during the calendar year that he completes such year of service.

ARTICLE IX
SENIORITY, LAYOFF AND RECALL

Section 1 - Definition of Terms

- A. Seniority shall be determined by the date of the police officer's appointment by the Board of Public Works and Safety. If more than one police officer has the same date of appointment, then, seniority shall be determined alphabetically.

- B. A "layoff" is hereby defined to be a necessary reduction of the work force of the Mishawaka Police Department. Layoffs shall be made in the reverse order of seniority; that is, the police officer with the least seniority shall be laid off first, and the police officer with the most seniority shall be laid off last.

- C. A "recall" shall be an increase in the work force of the Police Department following a layoff. Recall shall be by seniority with the police officer with the most seniority being the first man to be recalled and the police officer with the least seniority being the last man to be recalled.

- D. All civilian personnel shall be laid off before any police officer is laid off.

Section 2 - Seniority Pick of Shift

- A. Shift preference shall be granted to all police officers and shall be determined on the basis of Departmental Seniority.
 - 1. The City will provide a Shift Preference Slip to every police officer on or

before September 1st each year.

- a. It will be the police officer's responsibility to obtain his own Shift Preference Slip in cases where the police officer will be gone during the September 1st to 15th dates due to vacation, random days or trading days.
 - b. In case of illness, schools, departmental business, the Chief will provide the police officer the Shift Preference Slip early, or see that the police officer gets a slip and has the opportunity to fill it out.
2. The police officer shall fill out the Shift Preference Slip and return it to the Lodge Wage & Grievance Committeeman on or before September 15th, listing his first, second and third choices of shifts. If the police officer fails to return his Shift Preference Slip on or before September 15th, he may be assigned to any shift that the Chief determines to be in the best interests of the Department.
 3. On or before September 25th, the Chief and the Wage & Grievance Committee will review the slips and assign police officers on a seniority basis to each shift, as requested by the police officer. They will make a diligent effort to keep the changed police officer's rotation or work schedule as close as possible to his former rotation or schedule.
 4. If an officer is promoted to a rank on a specific shift and voluntarily leaves that shift, his rank on the new shift will be First Class Patrol Officer.
 5. The new list will take effect the first full schedule in January.
- C. The Chief of Police will post the new list of Shift Personnel on or before October 1st, along with the work week rotation or work schedule after the new list is posted. The vacation list will be posted only after the new list and rotations are posted.
 - D. No extra duty pay will be paid as a result of the Shift Change due to the September Shift Preference by Seniority Pick.
 - E. A police officer can only request a Shift Preference change within his own division, e.g. Uniform, Detective Division, Services, etc.
 - F. After the Seniority Pick of Shift process is completed and in effect, the Chief has the right to change a police officer's shift only for the betterment of the Department.

1. If there is such a change, an officer shall have the right to use the Grievance Procedure proceeding directly to the Board of Public Works and Safety.
 2. If there is such a change, the Chief will post any vacancy or opening which shall be filled as provided in Section I herein below.
 3. In the event no one applies for such a vacancy or opening, the Chief has the right to fill such vacancy or opening with the least senior officer that counts toward shift strength.
 4. Any police officer involved in such a change shall have at least sixteen (16) hours off between his old shift and his new shift.
 5. In the event of a change under this Section, any police officer required to work more than his regular work week shall receive extra duty pay as provided in the Collective Bargaining Agreement.
- G. Police officers will have a commitment of one (1) year on the shift after the September Seniority Pick of Shift process is completed, unless an opening or vacancy is posted in that year.
1. A committee shall be established for the purpose of ruling on any request by a police officer for a shift change for a valid reason during the year. Such committee shall be comprised of the President and Vice President of the Lodge, the Chief of Police, the appropriate Division Chief, and a fifth person from the bargaining unit, whose name shall be drawn by lot. This committee shall determine whether the request for the shift change is to be granted. In the event such request is granted, the opening shall be posted for a period of five (5) days. The most senior police officer of equal rank bidding on the opening shall have the right to make the change. If no police officer of equal rank bids for the opening, then the police officer requesting the change shall bear the responsibility to secure another police officer to change with him on the desired shift. The officers involved shall take one another's rotation with no extra duty time pay to either police officer.

If such a change in shift does take place, the requesting police officer will in a period of each fifteen (15) days resubmit a request setting forth reasons to continue the change. This then will be reviewed by the committee to see if the change request is still valid. If the committee finds the change request still to be valid, the change will remain in effect for fifteen (15) more days

pending a new request from the requesting officer.

At such time as the request is denied, the requesting officer and changed officer from the requesting shift will be returned to their regular assigned shifts.

2. Should any police officer request a change in Divisions after the September pick, he will have to replace the lowest seniority Second Class Patrol Officer in the requested Division.
 3. In the event of an opening or vacancy in the Detective Division, Services Division or Traffic Bureau, such opening or vacancy shall be filled by the appointment of the Chief of Police.
 4. If a police officer is required to change Divisions, the Seniority Pick process shall be instituted, meaning that if a police officer is taken out of the Detective Division or Services Division, such officer shall be able to transfer to a shift of his request in the Uniform Division, if the police officer has the Departmental Seniority to do so. The bumped police officer will have the same right to bump. Bumping rights shall take effect immediately.
- H. In case of a non-rank opening or vacancy on a shift after the September Seniority Pick, the Chief will post the vacancy or opening for bids.
1. In the event the vacancy or opening is one with rank (Captain, Lieutenant, Sergeant), the Chief has the right to promote, transfer, or demote from any shift or Division to replace the open rank. When said position has been filled, the Chief will then post the resulting vacancy or opening for bids.
 2. The Chief reserves the right to have a new recruit work on any shift or any Division for the first year on the Department without changing any regular police officers on that shift.
 3. The recruit's regular work week rotation will be kept as close as possible to what it was before any change; extra duty pay will be paid if he is required to work over his regular work week.
 4. Immediately upon a recruit's completion of his first year with the Department, his slot will be posted for bid and shall be filled as set forth in Section I below.

I. Posting opening for bids.

1. The Chief will post on the bulletin board any Second Class Patrol Officer vacancy or opening on a shift during the year.
2. A posted opening or vacancy will be left up for bids ten (10) days.
3. A police officer bidding on a vacancy or opening shall sign the posted list and indicate his seniority date.
4. Department seniority shall determine the police officer who gets the vacancy or opening.
5. The same process will go into effect to replace the police officer who got the bid.
6. In the event no one bids on a vacancy or opening, the Chief shall have the right to fill the opening or vacancy with the lowest in seniority police officer or to fill the opening or vacancy with a probationary officer.
7. All posted vacancies shall be filled within thirty (30) days after posting is completed.
8. All ranks shall be filled within thirty (30) days.

J. Emergency or Temporary Openings or Vacancies.

1. For temporary openings under two (2) weeks, Article XVII of this Agreement shall apply.
2. In the event an opening or vacancy should occur on a shift due to illness, schooling, vacations, or other similar reasons, for a period of more than two (2) weeks, the Chief may replace the police officer in the following manner:
 - a. The temporary opening will be posted as a “temporary opening” for four (4) days. The police officer with rank of not less than Second Class Patrol Officer with the most seniority who signs for the opening shall get it.
 - b. During the temporary assignment or replacement, the police officer’s

regular work week shall not be changed without his permission.

- c. In the event no one bids on the vacancy or opening, the Chief has the right to assign the least senior officer that counts toward shift strength to fill the opening or vacancy.

- K. The Chief shall have the right to determine the number of police officers to be assigned and which division, but this number shall be set prior with shifts being determined by the seniority pick of shift.

- L. Any officer assigned to the Traffic Bureau will remain eligible to exercise his rights to bump from shift to shift on the basis of seniority. Officers of the traffic bureau will also retain their rights to request transfers out of the Bureau, under the authority and provisions of this Agreement.

- M. Anything in this Article to the contrary notwithstanding, the Uniform Division rank shall be not less than the following:

Day Shift

- 1 Captain
- 1 Lieutenant
- 4 Sergeants

Afternoon Shift

- 1 Captain
- 1 Lieutenant
- 3 Sergeants

Midnight Shift

- 1 Captain
- 1 Lieutenant
- 3 Sergeants

Any rank held in excess of the minimum set forth above shall nonetheless be subject to the bumping procedures by Second Class Patrol Officers and First Class Patrol Officers as set forth in the Seniority Pick of Shift Article.

ARTICLE X
SICK LEAVE

Section 1 – Definition

Sick leave shall be that period of time between the time and date that an officer notifies the Police Department of his unfitness for duty due to illness or injury and such time as that officer reports to Department management that he is again fit for duty. The officer shall complete a written Explanation of Absence from Duty on the form provided by the Mishawaka Police Department on the day the officer returns to duty. A copy of the form is attached to this Contract.

Section 2 - Explanation of Absence from Duty Form

The Explanation of Absence From Duty Form to be filed by an officer to terminate sick leave shall include the following information: name of officer, dates of absence, hours lost, reason for absence (personal illness, emergency, injury) with explanation, was doctor contacted, name of doctor, diagnosis, statement that officer is completely recovered from illness or injury, statement concerning any other gainful employment during or after absence, date of report and signature of officer.

Section 3 – Policy

During sickness, including pregnancy, a police officer's pay shall continue for a maximum of sixty (60) working days, subject to the right of the Board of Public Works and Safety to require a physician's statement confirming the police officer's illness and his inability to perform his duties. Medical disabilities shall be determined by the police officer's pension board.

Section 4 – Notice

It shall be the responsibility of each individual officer to contact the Police Department prior to his assigned duty time notifying it of any illness or injury that renders him unfit for duty.

Section 5 - Outside Employment

No officer shall engage in employment outside the Police Department during the hours that the officer is being paid by the City or the eight (8) hours immediately following the officer's use of a sick day. This provision shall not be interpreted to in any way preclude an officer from engaging in outside employment when he is exercising his right to a random day, vacation day, or compensatory time.

Section 6 - Physical/Mental Condition

Every officer shall maintain physical and/or mental condition at all times. If an officer is

unable or unwilling to perform his assigned duties due to lack of good physical and/or mental condition, the Chief may order such officer to undergo appropriate examination and testing by doctors or other health care providers to determine the officer's fitness for duty. After hearing before the Board of Safety, the Board may put the officer on sick leave status or refer him to the Police Pension Board for medical disability review.

Section 7 - Work-Related Injury

- A. The City agrees, for the life of this Agreement, to maintain the present level of Worker's Compensation insurance with a qualified insurance carrier.

- B. When a police officer is absent from duty due to an illness or injury arising out of or in the course of his employment by the City and which is compensable under the Indiana Worker's Compensation Act, the City will make up the difference between the amount of daily benefits to which he is entitled under such Act and the amount of daily salary he would have received if he were working for a period not to exceed fifty-two (52) weeks. Following such fifty-two (52) week period, the police officer's health and ability to perform work for the Police Department shall be reviewed by the City. If the police officer is able to return to work, he shall do so; and if not, the City will refer the police officer to the Police Pension Board.

Section 8 - Physical Examinations

Each officer may undergo, at the City's expense, one (1) comprehensive physical examination every three (3) years, commencing January 1, 2002. The physical examination shall be performed by a physician or physicians chosen by the City. One-third (1/3) of the officers employed by the Police Department shall have the option to undergo the physical examination each year. No officer shall be entitled to receive additional monetary or other compensation as a result of undergoing this physical examination.

ARTICLE XI
FUNERAL LEAVE

In case of death in the police officer's immediate family or the police officer's spouse's immediate family (meaning parent, step-parent, spouse, grandparent, grandchild, parent-in-law, brother, sister, sister-in-law, brother-in-law, child or step-child) a police officer shall receive upon request, four (4) consecutive work days off without loss of regular pay to make preparations for and attend the funeral and burial of such relative and to attend to any necessary business or legal matters of the decedent or the decedent's estate.

In the event of the death of the police officer's or the police officer's spouse's aunt, uncle,

niece, nephew or first cousin or in the event a police officer is designated to serve as a pallbearer at any funeral, then in such instances, a police officer will have the day of the funeral off without loss of regular pay.

In addition, the Police Chief or Division Chief, or if either are unable to be reached, then the officer in charge of the police officer's shift, shall have the right to grant, in appropriate cases and in their sole discretion, additional days off work for funerals.

ARTICLE XII **INSURANCE**

Section 1 - Life and Accident

The City shall contribute at least at the present level which it is contributing toward the cost of the life insurance policy in the amount of \$15,000.00 double indemnity for each police officer.

Section 2 - Medical and Hospital

The City shall offer medical and hospital care coverage to all officers throughout the life of the Agreement complying with the terms included in the Insurance Memorandum attached to this Agreement

ARTICLE XIII **UNIFORM ALLOWANCE**

The City shall, in addition to all other compensation herein granted, pay each officer a uniform allowance of Two Thousand Fifty and 00/100 Dollars (\$2050.00) annually to purchase and maintain uniforms as prescribed by the Chief. In consideration of this allowance, the police officers agree to keep their uniforms neat, clean, and in good repair and to replace all worn-out clothing as necessary.

ARTICLE XIV **DUTIES OF POLICE OFFICERS**

Police officers shall not be ordered or required to perform any unrelated duties not falling within the purview of full-time members of the police force except to raise or lower the flag, shovel snow on the front walk to the curb when not shoveled by the janitor and the janitor is not available to perform such duties, and perform such reasonable and necessary vehicle maintenance as is called for by any General Order and/or Rules and Regulations governing the Mishawaka Police Department's Assigned Vehicle Program.

ARTICLE XV
STRIKE PROHIBITION

The Lodge will not engage in, nor sanction, strike action, slow down, “blue flu”, or similar action during the life of this Agreement or any extension thereof. If this Article is violated, the participants shall be immediately subject to discharge as provided in Ordinance Number 1666 of the City of Mishawaka.

ARTICLE XVI
JOINT SAFETY COMMITTEE

Section 1 – Definition

A joint safety program shall be adopted and enforced by a joint safety committee comprised of an equal number of representatives from the Lodge and the City.

Section 2 - Safety Equipment

- A. The City shall make reasonable provisions for the safety and health of the police officers during the hours of their employment. It shall endeavor to maintain its equipment in safe operating condition. The City shall furnish such protective devices and/or equipment as it deems necessary to properly safeguard the health and safety of the police officers and protect them from injury.
- B. In the event a police officer believes that his assigned vehicle is unsafe for use during his tour of duty, he shall return it to the station. If the Officer in Charge of the police officer’s shift agrees with the police officer, the vehicle shall be deadlined and the condition slip made out on the vehicle. The vehicle will remain deadlined until the proper repairs are made. No police officer will be required to drive an unsafe vehicle.
- C. All Uniform Division vehicles used in the line of duty shall be equipped with a departmental shotgun (loaded) with at least five extra shells located inside the vehicle. The shotgun will be located inside the vehicle within easy access to the police officer and will be equipped with a locking device.
- D. All police department vehicles used in the line of duty shall be equipped with air conditioning, AM/FM radio and heater, and all of such items shall be maintained in working condition.
- E. Given the unique demand on the tires of the Uniform Division squad cars, it is essential for safety of operation of squad cars that the tires be in excellent condition.

Tires on the Uniform Division squad cars which have less than 25% of the tread shall be replaced immediately. No police officer shall be forced to operate a squad car unless the tires meet or exceed these minimum requirements.

ARTICLE XVII
DEPARTMENT STRENGTH

Section 1 - Department Strength

It is agreed between the parties that the police work force will be maintained at regular strength at all times. Whenever the force is reduced below the regular scheduled level, due to sickness, vacation, leave or any other reason, the Chief of Police or Division Chief of Police will then refer to the extra duty schedule for the next man in line to work.

The City will make a diligent effort to fill all vacancies in the Department within thirty (30) days after such vacancies occur.

Section 2 - Minimum Strength

A. The minimum strength the Uniform Division can operate with, will be as follows:

Day Shift 6:30 a.m. to 2:45 p.m.
Sunday-Saturday: a minimum of nine (9) officers on motorized patrol.

Afternoon Shift 2:30 p.m. to 10:45 p.m.
Sunday-Saturday: a minimum of nine (9) officers on motorized patrol.

Midnight Shift 10:30 p.m. to 6:45 a.m.
Sunday-Saturday: a minimum of nine (9) officers on motorized patrol.

However, the Uniform Division will operate with a minimum of ten (10) officers on all shifts, beginning with Day Shift on June 1, concluding at the end of the Midnight Shift that begins on September 30.

B. The City will determine the number of men to be assigned inside. The “desk” position will be staffed with at least one (1) police officer during the hours that are consistent with records hours. The City shall retain the right to place officers at the “desk” position outside of records hours if needed. Furthermore, the “desk” position may be utilized as a light duty position if necessary.

C. In the event the shift strength falls below the above described minimum strength, the Extra Duty Article VII, Section 2 (i) and Section 2 (iii) will go into effect.

- D. Probationary officers shall count as shift strength 6 (six) months after graduating from the law enforcement academy. However, any Probationary Officer who on the date of hiring has already graduated from either the Indiana Law Enforcement Academy or another certified law enforcement academy recognized by the State of Indiana shall be counted toward minimum shift strength three (3) months after said officer's date of hire, subject to being released from the FTO program. Probationary officers shall be eligible to work extra duty at the time they count toward minimum shift strength.

Section 3 - Detective Division

- A. The Detective Division shall consist of not less than nine (9) detectives and one (1) Division Chief. All vacancies will be filled within thirty (30) days.
- B. In the event the City is asked to participate in a special crimes unit or similar type operation, the parties will meet for the purpose of negotiating mutually satisfactory changes in this Agreement for the purpose of allowing the City's participation.

Section 4 - First Class Patrol Officer Positions

- A. A police officer shall be automatically promoted to the rank of First Class Patrol Officer on or before the third anniversary of his date of hire. The term "bargaining unit" shall mean all slotted positions, except the Police Chief and the Division Chiefs. All vacancies in rank shall be filled within thirty (30) days.
- B. Maintenance of First Class Patrol Officer Pay.

Once a police officer achieves the rank of First Class Patrol Officer or higher, the base pay for such officer thereafter shall never be less than that paid to other First Class Patrol Officer, regardless of the subsequent rank of such police officer. The Board of Safety reserves the right to refuse a request made by a police officer for voluntary demotion from the rank of First Class Patrol Officer.

- C. Effective January 1, 1991, and thereafter, the pay difference between the ranks of Second Class Patrol Officer and First Class Patrol Officer shall be Two Thousand (\$2,000.00) Dollars.

ARTICLE XVIII
PERSONAL SERVICE RECORDS

- A. No person, excepting the Mayor, the members of the Board of Public Works and Safety, the Police Chief, the Division Chiefs and the Assistant City Attorney in

connection with the pending grievance or disciplinary matter involving the police officer, shall read, view, or copy a police officer's personnel file which is kept by the Police Department.

- B. A police officer shall be given a copy of all additions to his personnel service record.

ARTICLE XIX
GRIEVANCE PROCEDURES

- A. Should any police officer or group of police officers feel aggrieved concerning his or her or their wages, hours and conditions as controlled by this contract, excluding the disciplining of a police officer which is governed by the Board of Public Works and Safety and excluding matters which are within and a part of the jurisdiction of the Common Council, or concerning any matter or conditions arising out of any employee-employer relationship, including any kind of unjust discrimination and any matter or condition affecting his or their health and safety, adjustment shall be sought as follows:

1. It shall first be the responsibility of the employee or group of employees to seek relief from his or their immediate superior in charge of his or their work position. At this stage, the grievance can be submitted orally or can be submitted in writing. The grievance must be presented within thirty (30) days from the date the Union or the individual grievant become aware of the alleged incident, whichever occurs later.
2. If such grievance is not resolved to the satisfaction of the employee or group of employees, the problem shall be put into writing by the individual or group, and together with an assigned wage and grievance committee member, presented to the Officer in Charge of his or their shift.
3. If the grievance is still not resolved after a period of seven (7) days, the Wage and Grievance Committee of the Lodge shall meet with the Chief of Police to settle the grievance.
4. If the aggrieved police officer shall have found no satisfaction after seven (7) days, the written grievance shall be presented to the City's Board of Public Works and Safety for determination and settlement; if the matter is not settled by the Board of Public Works and Safety within fourteen (14) days to the satisfaction of the aggrieved police officer, the issue or

complaint may be submitted to arbitration in accordance with the terms and conditions set forth under this contract for arbitration.

5. The police officer may be represented by legal counsel only before the Board of Public Works and Safety and hearing before the arbitrator.
6. Nothing in this Article shall prevent a police officer from processing his own grievance without the assistance of the Lodge.

B. Should the Chief of Police feel aggrieved concerning actions initiated by the FOP Lodge #91, or a group of members of the FOP Lodge #91, which allegedly violates this contract or are in conflict with this contract, adjustment may be sought as follows:

1. It shall be the responsibility of the Chief of Police to put into writing such alleged violation and present it to the President of the FOP Lodge #91 and the head of the Wage and Grievance Committee.
2. If the grievance is not settled at this stage within fourteen (14) days to the satisfaction of the aggrieved Chief of Police, the alleged violation shall be presented to the FOP membership by the President of the FOP Lodge #91 and the Wage and Grievance Committee.

C. Captains shall not be part of the Lodge's Wage and Grievance committee; provided, however, that the exclusion of Captains from such committee shall not be interpreted to mean that Captains are in any way excluded from the bargaining unit set forth in this Agreement.

ARTICLE XX **CHAIN OF COMMAND**

The City shall maintain and post a complete chain of command for each Division and shift within that Division. The chain of command shall include a list of all departmental ranks or positions and shall include the name of each man who holds such rank or position.

ARTICLE XXI **ARBITRATION**

The establishment of this method of arbitration shall not, in any way whatsoever, be deemed to be a recognition by the City of compulsory arbitration as a superior method of settling

labor disputes but rather shall be deemed to be a recognition solely of the necessity to provide some alternative method or mode of settling labor disputes where employees must, as a matter of public policy, be denied the usual right to strike.

Therefore, in the event that the police officer and the City are unable to resolve a grievance, working conditions, contract interpretation, rules and regulations, or policies over which there is a dispute, within thirty (30) days from and including the date of their first meeting, excepting matters coming within the exclusive jurisdiction of the Board of Public Works and Safety pertaining to disciplining pursuant to Indiana statute, including methods and subjects established by the grievance procedure, any and all unresolved issues shall be submitted to arbitration as hereinafter provided, excluding matters which are within and a part of the jurisdiction of the Common Council.

- A. Within five (5) days from the expiration of the thirty (30) day period referred to above, the police officer or Lodge and the City through its Board of Public Works and Safety shall select and name an arbitrator. If on the expiration of the period allowed therefore the parties are unable to agree upon an arbitrator, the American Arbitration Association shall select an arbitrator upon request in writing from either the police officer, the Lodge, or the City.
- B. The arbitrator shall set a date for a hearing within ten (10) days after the date of his appointment and shall give at least seven (7) days notice in writing to the police officer, Lodge and City of the time and place of such hearing.
- C. The arbitrator is hereby authorized to conduct such hearing in an informal manner and without recourse to the technical common-law rules of evidence required in judicial proceedings, and such manner of proof and introduction of evidence shall be deemed sufficient and shall govern the proof, decision, and administration or judicial review of all questions of fact if substantial, reliable and probative evidence supports such arbitrator's determination. The arbitrator shall, as a matter of policy, provide for the exclusion of irrelevant, immaterial, or unduly repetitious evidence. Every person who is a party to such proceedings shall have the right to submit the evidence in open hearing and shall have the right of cross-examination.
- D. The hearing conducted by the arbitrator shall be concluded within twenty (20) days of the time of commencement, and within ten (10) days after the conclusion of the hearing. The arbitrator shall make written findings and a written opinion upon the issues presented, a copy of which shall be mailed or otherwise delivered to the police officer, Lodge and the City. The decision of the arbitrator shall be binding upon both the police officer, the Lodge and the City.

- E. The arbitrator's fees and necessary expenses of arbitration shall be paid by the losing party. It is agreed by the parties that such fees and expenses shall not include the attorney fees of either party.

ARTICLE XXII
DURATION

Section 1 - Effective Date

This Agreement shall be in effect from the 1st day of January, 2015 providing that it is approved by the Lodge and by Resolution of the Board of Public Works and Safety and the Common Council of the City of Mishawaka and shall remain in force and effect to and including the 31st day of December, 2017.

Section 2 - Future Negotiations

The parties agree that, commencing no later than the 31st day of August, 2017, they will undertake negotiations for a new Agreement.

Section 3 - Renegotiation and Amendment

Notwithstanding any provision herein to the contrary, it is understood and agreed by the parties hereto that any provision contained in the Agreement may be amended at any time by the mutual agreement of the parties hereto.

Section 4 - Relation to Regulations and Rules

This Agreement shall supersede any rules and regulations inconsistent herewith, provided, however, rules and regulations not inconsistent with this Agreement may be adopted and promulgated by the Board of Public Works and Safety of the City of Mishawaka pursuant to Indiana statutes.

Section 5 - State of Emergency

In the event that a state of civil emergency is declared by the Mayor (civil disorders, natural disasters, etc.) , the following provisions of this Agreement - Article VI, Sections 1-4; Article VII, Section 1, Section 2 (i) and 2 (ii); Article VIII, Section 2; Article XI; Article XVII - may be suspended by the Mayor during the time of the emergency.

ARTICLE XXIII
SAVINGS CLAUSE

If any provision of this Agreement, or application thereto to any person or circumstances, is held unconstitutional or otherwise invalid, the remaining provisions of this Agreement and the application of such provisions to other persons or circumstances other than those to which it is held invalid, shall

not be affected thereby.

ARTICLE XXIV
GENERAL MATTERS

Section 1 - Police Department Rules

- A. Any changes in the Police Department Rules and Regulations will be discussed with the Lodge representatives prior to promulgation.
- B. All rules and regulations of the Police Department shall be issued in written form and shall be submitted to the Lodge at least seven (7) days before they are to take effect.

Section 2 - Job Security

The City and the Lodge agree that no permanent job presently being performed by a full-time police officer will be eliminated if it causes a reduction in the number of sworn officers.

Section 3- Light Duty

- A. There shall be at least four (4) light duty positions available. If a light duty position is available, the City shall provide light duty for any police officer requesting it during the time the police officer is temporarily disabled from performing his regularly assigned duties. An officer who is placed on light duty may be reassigned to any shift or division within the Police Department.
- B. An officer will make a written request for light duty status to the Chief of Police. At that time the officer will also turn in written documentation from the officer's physician as to the reason the officer can not perform the full duties of a police officer. The physician must be a licensed M.D. in the State of Indiana, and the statement will include:
 - A description and extent of limitations;
 - The probable length of limitations;
 - The prognosis for recovery; and
 - A recommendation as to the extent of any duty restrictions.

Light duty status will be granted for a thirty (30) day period or less. At the discretion of the Chief, an officer may be granted another thirty (30) day light duty assignment upon request, but an officer can not be on light duty for more than one hundred twenty (120) days for any single injury or illness.

Before the officer's return to regular duty, the officer must have a written statement from the Physician stating the officer may return to work. If the officer assigned to

light duty is unable to return to full duty at the end of the light duty assignment, the officer will be placed on available paid sick leave. If the officer's paid sick leave has expired the officer may be placed on any other available paid leave for which he is eligible. If the officer is not eligible for any paid leave, the officer will be placed on unpaid leave and fully advised concerning any disability pension for which he may be eligible.

Section 4 - Right to Record Meetings

The Lodge or the City shall have the right to tape record any meeting held between the City and the Lodge reference wages and grievances.

Section 5 - Keeping of Police Officer's Gun

Upon leaving the department for any reason other than a quit or a fire, the police officer shall retain his/her service weapon which had been issued to him/her by the City.

Section 6 - Lodge Representation

Any police officer questioned by any superior with respect to any matter which might involve disciplinary action shall have the right to have a representative of the Lodge present during such questioning. In the event such questioning is being recorded, the police officer shall be informed prior to any such recording and shall be furnished with a copy of the recording and given the opportunity to make a transcription of the recording.

ARTICLE XXV **INDEMNIFICATION**

Section 1 - Claims and Judgments

- A. The City shall indemnify and hold harmless any police officer from all legal claims, suits, costs and judgment arising out of the acts or omissions of the officer arising out of and in the course of the performance of the duties of such officer; provided, however, that if an employer other than the City provides indemnification for the actions of the officer, the City shall not provide indemnification. Indemnity shall not be provided in the event any police officer willfully violates any legal order of a superior officer or the rules and regulations of the Police Department.
- B. Should any criminal action be instituted against any police officer for any action arising out of and in the course of the performance of the duties of such office and should such proceeding be dismissed or result in a final disposition in favor of such person, the City shall reimburse such officer for the cost of defending such proceeding including reasonable counsel fees and expenses of the original hearing or trial or all appeals.

Section 2 - Executions on Judgments

The City shall take such actions as it deems appropriate to forestall the execution of judgment against a police officer personally and if notwithstanding such efforts by the City execution takes place, the City will indemnify and hold harmless the police officer on any judgment covered under Section 1 of this Article

Section 3 – Trials

- A. The City shall provide legal counsel of the City’s choosing to any police officer against whom legal action has commenced, as set forth in Section 1 of this Article. However in no case shall the legal counsel provided by the City have been involved in the prosecution of an administrative or disciplinary action against the officer which was based upon the same set of facts underlying the legal action in question.

- B. The police officer shall have the option to retain his own attorney at his own expense to represent his interests in litigation without any effect on the responsibilities of the City under this Article.

Section 4 - Police Officer’s Responsibilities

- A. As a condition precedent to the right of indemnification under this Article, any police officer desiring indemnification shall:
 - 1. Tender in writing to the City’s attorney a notice of its 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 if the City deems appropriate.

 - 2. Give written notice containing the particulars sufficient to identify the police officer involved and information as to the time, place and circumstances thereof to the City’s attorney as soon as reasonably practical following a covered occurrence.

 - 3. Forward immediately any or all suit papers, demand notices, summons, complaint or other process received by such police officer or his representative to the City’s attorney.

 - 4. Cooperate with the City in the conduct or settlement of any legal proceedings and additionally grant the City the right to free access and use of all hospital, medical and doctor’s records and reports as to any police officer’s physical or mental condition in the conduct or settlement of any legal proceedings.

ARTICLE XXVI
BILL OF RIGHTS

All police officers within the bargaining unit shall be entitled to the protection of what shall hereafter be termed the “Mishawaka Police Officers’ Bill of Rights.”

- A. All police officers shall have the right to Lodge representation selected from a list prepared by the Lodge or the police officer shall have the right to select an active police officer in good standing with the Lodge, during any interview or questioning involving a disciplinary matter.
- B. When for any reason a police officer is under investigation by the City for conduct which results in dismissal, criminal charges, or suspension for more than five (5) days, the following additional rules are hereby established and shall be followed:

Section 1- Interviews

- A. Advance Notice

Prior to being interviewed for any reason which could lead to disciplinary action, an officer shall be:

- 1. Informed in writing of the nature of the investigation and whether he is a witness or a suspect, if and when known; informed of other information necessary to reasonably apprise him of the nature of the allegations of the complaint, including the date, time and location of the occurrence;
- 2. If prior to or at any time during the interrogation of a police officer it is determined that he may be charged with a criminal offense or be suspected of being implicated in a criminal offense, he shall be immediately informed of his constitutional rights and the investigation shall be terminated unless the officer chooses to waive his constitutional rights of self-incrimination;
- 3. Afforded an opportunity and facilities to contact and consult privately with an attorney of his choosing and/or representative of the Lodge;
- 4. Whenever a delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not an issue, advance notice shall be given the officer not less than twenty-four (24) hours before initial interview commences or written reports are required from the officer.

B. Interview Safeguards

Any interview of an officer shall be when the officer is on duty unless the seriousness of the complaint dictates otherwise.

1. Interviews shall take place at the Mishawaka Police Station facility, or elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise.
2. The officer may have a Lodge representative and/or an attorney present to witness the interview provided the representative and/or attorney does not participate in the interview. However, the interview may not be unduly delayed awaiting an unavailable Lodge representative when other Lodge representatives are available.
3. An attorney or representative chosen by the officer 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 interrogation session be delayed in excess of twenty-four (24) hours because of the unavailability of the attorney or representative chosen by the officer. However, no matter how extreme an emergency exists, no interrogation shall take place until the officer shall be given a minimal of three (3) hours to obtain the services of a representative and/or attorney.
4. During the interrogation of the officer, the attorney or representative shall not make any statements or objections of any kind to the investigator nor will he in any way impede the interrogation but will restrict his remarks to conferring with the officer. The representative's failure to object to a question shall not constitute a waiver of his ability to later object to any questions asked.
5. The officer being interviewed shall be informed of the name, rank, and command of the Officer in Charge of the investigation and the interviewing officer.
6. Interviews shall be done under circumstances free of intimidation or coercion and shall not otherwise violate the officer's constitutional rights. The officer shall not be subjected to offensive or abusive language. No promise of award shall be made as an inducement to answer questions.

7. Interviews shall not be overly long. The officer shall be entitled to reasonable intermissions as he shall request for personal necessities, telephone calls, rest periods, with one ten (10) minute intermission every hour, if he requests.
8. All interviews shall be limited in scope in activities, circumstances, events, conduct or acts which pertain to the subject of investigation.
9. Interviews and investigations shall be concluded with no unreasonable delay.

C. When the investigation results in charges being filed:

1. The officer will be furnished with a copy of all documents in the Internal Investigation file which will contain all material facts of the matter under investigation;
2. The officer will be furnished with the names of all witnesses and complaints who will appear against him and/or whose statements will be used against him.

D. When disciplinary action results:

1. When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and the disciplinary order will be placed in the officer's personnel file unless the officer requests inclusion of the complete record.
2. No dismissal, demotion, or other punitive measures shall be taken against an officer unless he is notified of the action and a reason for such action prior to the effective date of such action.

Section 2 - Personal Privileges

- A. No officer shall be required for purposes of assignment or other personnel action to disclose any item of his property, income assets, source of income or personal or domestic expenditures including those of any member of his family, unless such information is obtained pursuant to proper legal process or tends to indicate a conflict of interest with respect to the performance of his official duties.
- B. No officer shall have his residence, private place of business, if any, private vehicle or locker space assigned to him by the Mishawaka Police Department

searched unless a valid search warrant is obtained or he voluntarily agrees to such search.

- C. No member of the immediate family of the officer shall be required to give a statement to the investigator and prior to requesting any member of the immediate family of the officer to give a statement, the officer shall be given notice of such intended 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.

Section 3 - Political Activities

Except when on duty, no officer shall be prohibited from engaging in political activities.

Section 4 - Blood, Breath and Urine Tests

Blood, breath and urine tests for controlled substances are mandatory for any member of the department who is suspected of being under the influence of alcohol or any drug while on duty; provided, however, that the officer shall not be required to submit to any such tests in regard to any occurrence at a time when he, while off duty, was compelled to take immediate police action in response to an emergency situation.

Section 5 - Polygraph Examinations

The police officer under investigation shall not be required to take a polygraph examination unless his accuser or accusers agree to take such a polygraph examination, and have taken such examination prior to the police officer being asked to take such examination; provided, however, anything in this Article to the contrary notwithstanding, none of the charts, conversations, discussions, questions or results derived from such polygraph examination shall be used against such officer in any disciplinary proceeding nor used against any such officer in any civil or criminal proceeding. In the event the polygraph examiner desires to question the police officer after the polygraph test has been administered, the examiner shall first advise the officer of his rights in writing and if the officer waives in writing his rights, then any statements by such officer may be used against such officer.

Section 6 - Maintenance of Records

- A. Complaints investigated by the Department shall be handled in the following manner by classification:
 - 1. Unfounded, exonerated and non-sustained complaints shall be destroyed upon the lapse of two years from the date of complaint with the enforcement officer who is 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.

2. Sustained complaints may be kept in the personnel file for a period of three (3) years at the end of which time they shall be destroyed, in the presence of the law enforcement officer who is the subject thereof, if he so desires, provided, however, the personnel file shall nevertheless contain a summary record of discipline setting forth the appropriate dates, charges, findings and penalty imposed.
- B. A police officer shall have the opportunity at a reasonable time during office hours, to review his active personnel file and any closed investigative file in which he was the accused. Although such request may be made verbally, it shall be accompanied by written request signed by the officer for a matter of record. In the event there is any comment adverse to his interests in his personnel file, the officer shall have the right to file a written response thereto, which written response shall be attached to said adverse comments; 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 effect his promotional opportunities which grievance shall then be processed in accordance with grievance procedures.
 - C. Any officer who is reprimanded in any way, either orally, in writing, by suspension, deprivation of overtime or any other benefits, or disciplinary action in any way, shall have the right of appeal as provided by law.
 - D. A written warning given to an officer shall remain in the officer's personnel file for a period of six (6) months from the date of issue. Upon the expiration of this period, the warning shall be removed from the personnel file and destroyed, in the presence of the affected officer if he so desires.
 - E. A written reprimand given to an officer shall remain in the officer's personnel file for a period of one (1) year from the date of issue. Upon the expiration of this period, the reprimand shall be removed from the personnel file and destroyed, in the presence of the affected officer if he so desires.

Section 7 – Limitations

No police officer shall be subject to internal discipline by the Mishawaka Police Department for any cause or matter occurring more than 60 (days) from the date that the City first became aware of the alleged incident. Notwithstanding this provision, and in accordance with Indiana Code §36-8-3-4(n), if an officer is subject to criminal charges as a result of an incident, the Board of Public Works and Safety may place the officer on administrative leave with or without pay. Any other disciplinary action by the City shall be stayed until the disposition of the criminal charges in the trial court. At such time the criminal charges are

resolved in the trial court, no police officer shall be subject to internal discipline by the Mishawaka Police Department unless it is within the remainder of the 60-day window as provided in this section.

ARTICLE XXVII
FAMILY LEAVE

In the event of a child born to a police officer or a police officer's spouse, a police officer shall receive eight (8) continuous hours leave time without loss of pay to attend the child's birth. Any additional leave time, for family or medical purposes, shall be granted by the Chief, or in his absence the Shift Commander, in accordance with the Family and Medical Leave Act of 1993.

ARTICLE XXVIII
RANK STRUCTURE

- A. The President of the Board of Public Works and Safety shall be the executive head of the Department of Police with the following officers of the department as listed below in order of rank:
1. Chief of Police
 2. Division Chiefs of Police
 - (a) Uniform Division Chief
 - (b) Detective Division Chief
 - (c) Services Division Chief
 3. Captains of Police
 4. Lieutenants of Police
 5. Sergeants of Police
 6. First Class Patrol Officers
 7. Second Class Patrol Officers
 8. Probationary Officers

The above ranks will be recognized throughout the department regardless of the individual's

unit or duty assignment.

Authority within this Police Department shall be delegated through the above departmental command channels and recognized in that order.

Whenever two or more officers of equal rank are present (unless specifically stated otherwise), the officer with seniority in rank shall be in command and fully responsible for police activities. Whenever equal rank is concerned, caused by the absence of a superior officer, seniority of service in rank will prevail and that officer shall be in charge unless otherwise ordered. This order of command shall be in force on all members of the Police Department. The above and foregoing shall not affect bumping rights.

ARTICLE XXIX **CANINE AND SPECIAL ASSIGNMENT OFFICERS**

Section 1 - Canine Officers

- A. Police officers assigned to Canine duty may be assigned to any division within the Police Department at the sole discretion of the Chief of Police. In the event a Canine officer is assigned to the Uniform Division that officer shall count toward minimum shift strength and shall work such hours as assigned by the Police Chief.
- B. An officer assigned to Canine duty shall be required, as part of his regular duties, to spend off-duty time caring, grooming, feeding, exercising, and training the police dogs owned by the Mishawaka Police Department.
- C. The City shall grant each officer assigned to Canine duty one (1) hour of time off each workday, in order to compensate the officer for the off-duty care and training duties performed.
- D. The City shall compensate each officer assigned to Canine duty for his off-duty participation in any demonstration or similar activity by the payment of extra duty pay as defined by this Agreement or by awarding the officer compensatory time at a rate equal to the officer's rate of extra duty pay.

Section 2 - Special Assignment Officers

- A. Police officers assigned to the Special Operations (SOS) unit, Metro Homicide, Special Victims Unit, DARE unit, Community Relations, Canine unit, Services Division, as well as the Traffic Bureau officers shall be considered to be on special assignment. Such officers shall not count toward the minimum shift strength requirements established by this Agreement and shall work such hours as are

assigned by the Chief of Police.

- B. Special assignment officers shall not be used in such a manner as to avoid the assignment of extra duty to other officers. Nor shall such special assignment officers be used in such a manner as to circumvent the minimum shift strength requirements established by this Agreement

ARTICLE XXX
SCHOOLS

- A. The City shall select and post all available openings for advanced training covering all specialties, including traffic. Officers shall be given an opportunity to attend such schooling by signing the posted list. Selections of the officers shall be made from those who have signed the list with the City choosing from the list. No officer may be scheduled for training while on vacation. Any officer failing a specialty course more than once may be disqualified from further attendance at the discretion of the City.
- B. When an officer is directed by management to attend mandatory schooling or training, the officer will receive overtime pay at one and one-half hours for each hour spent in attending such schooling or training. No officer may be scheduled for training while on vacation. This provision will not apply, however, to officers attending the basic course of instruction at the Indiana Law Enforcement Academy.

ARTICLE XXXI
COMPENSATORY TIME

- A. When attending schooling or training on a voluntary basis, a police officer shall be given compensatory time at a rate of one and one-half (1.5) hours for each hour of schooling or training attended.
- B. Compensatory time owed by the City for voluntary schooling, training or heavy maintenance work may be taken by officers but will not take precedence over random days and may not be given if the absence of the officer will cause the shift's strength to fall below minimum strength.
- C. In the event a police officer retires, quits or is discharged with time owed on the books, past practice will be followed.
- D. Once compensatory time is authorized, the date may not be revoked or cancelled.

ARTICLE XXXII
DRUG - FREE WORKPLACE

In recognition of the importance, both in human and economic terms, of alcohol and drug abuse, the City of Mishawaka and its administration is committed to make every effort to have a drug and alcohol free workplace and workforce. The rules related to Drug Free Workplace are attached and made a part of this Contract as an Exhibit.

Signed and dated this _____ day of December, 2014.

Fraternal Order of Police Lodge 91
"Lodge"

Board of Public Works and Safety
for and on behalf of the City of Mishawaka,
Indiana

By:

By:

Pasquale Rulli, Jr., President

Gary E. West, President

Robert Ashburn, Vice President

Ronald E. Watson, Vice-President

Robert Sherburn, Wage and Grievance

Ken Prince, Member

Jeff Giannuzzi, Wage and Grievance

ATTEST:

Kari Myers, Clerk, BPWS

Glenn Hixenbaugh, Wage and Grievance

Jon Bogart, Wage and Grievance