

AGREEMENT

BETWEEN

THE CITY OF INDIANAPOLIS

AND

THE FRATERNAL ORDER OF POLICE, LODGE #86

EFFECTIVE

JANUARY 1, 2025 THROUGH DECEMBER 31, 2028

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AGREEMENT

This Agreement is entered into by and between the CITY OF INDIANAPOLIS (hereinafter referred to as the "City") and the FRATERNAL ORDER OF POLICE, LODGE #86 (hereinafter referred to as the "F.O.P.");

The general purpose of this Agreement is to set forth certain terms and conditions of employment including wages and compensation for covered officers employed by the City of Indianapolis and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees and the F.O.P.

WITNESS: That, to facilitate harmony and efficiency to the end that the City and the F.O.P. and the general public may mutually benefit, the City and F.O.P. have the following understanding:

ARTICLE I

Period of Agreement

Section 1. Duration.

This Agreement shall take effect January 1, 2025, and shall continue in force and effect until midnight, December 31, 2028.

Section 2. Complete Agreement.

This document constitutes the sole and complete agreement between the parties. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control. Any amendment adding to, subtracting from, or supplemental to this Agreement shall not be binding upon either party unless it is ratified and executed in writing by each of the parties hereto.

Section 3. Impasse Resolution.

In the event neither party declares an impasse pursuant to Section 291-611 of the Code of Indianapolis-Marion County and the parties are unable to reach an agreement, the term of this Agreement shall remain in full force and effect without change for a period of one (1) year after the date this written Agreement expires. In that case, if the parties are still unable to agree the matter shall be submitted to nonbinding mediation pursuant to Section 291-611.

Section 4. Severability.

In the event that any provision of this Agreement is found at any time to be inconsistent with federal or Indiana laws or City-County ordinance, the provisions of such statutes or ordinances shall prevail. If any provision of this Agreement is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be

considered void, but all other valid provisions of this Agreement shall remain in full force and effect. The parties hereto agree to notify the other of any ruling in this regard.

ARTICLE II

F.O.P. and City Rights and Obligations

Section 1. Recognition.

The City recognizes the F.O.P. as the exclusive bargaining representative for all merit ranks of the Indianapolis Metropolitan Police Department (hereinafter referred to as the "IMPD" or the "Department") for the purpose of negotiating in good faith the terms and conditions of employment in the IMPD, provided such recognition is conditioned on the terms as set forth in the Revised Code of the City of Indianapolis-Marion County, Section 291-601. The City shall not negotiate with or make any collective bargaining agreement or contract with any other employee group working in classifications covered by this Agreement.

Section 2. F.O.P. Rights.

A. Dues Check-off.

Upon receipt of voluntary, written, current, signed authorization from employees in such form as complies with the law of Indiana, who are covered by this Agreement and who are members of the F.O.P., the City shall deduct each month from the earnings of each of said employees an amount representing their regular monthly dues for the preceding month and shall remit such monies together with the appropriate records to a designated F.O.P. official. The City shall not be liable to the F.O.P. for failure to make deductions for dues. In the event of an overcharge already remitted to the F.O.P., it shall be the responsibility of the F.O.P. alone to adjust the matter with the employee. The City shall not make dues deductions for employees covered by this Agreement on behalf of any other employee organization. The F.O.P. will

indemnify the City and hold it harmless from any or all claims or liabilities that may arise under this paragraph.

B. Bulletin Boards & Communications.

The F.O.P. shall have access to at least one electronic and/or a standard bulletin board of its choice within normal work areas of covered employees for the purpose of posting F.O.P. notices and other F.O.P. materials. The F.O.P. portion of the bulletin board shall be identified with the name of the F.O.P. Lodge and the F.O.P. may designate persons responsible for its utilization. The City reserves the right, with notice to the F.O.P., to remove inappropriate materials.

The F.O.P. shall have access to send Department-wide emails to the group IMPD SWORN for the purpose of posting F.O.P. communications, with the approval of the Chief of Police (hereinafter referred to as the "Chief") or designee. The recipient will not have the option of responding to the email from FOP86. The City reserves the right, with notice to the F.O.P., to rescind inappropriate materials from the server.

The F.O.P. shall have access to send Department-wide pages to the group IMPD SWORN for the purpose of posting F.O.P. notices and other F.O.P. materials, with the approval of the Chief or designee. The F.O.P. page shall have in the subject portion of the page the name of the Lodge. The City reserves the right, with notice to the F.O.P., to rescind inappropriate pages.

C. Access to Roll Call Sites.

The F.O.P. shall have access to attend roll call sites for the purpose of conveying F.O.P. business to members of the IMPD after securing the approval of the Chief or his/her designee, which approval shall not be unreasonably withheld.

D. Compensation for F.O.P. Business.

All F.O.P. business and activity shall be on an employee's own time and shall not be compensated by the City except as specifically set forth below:

- (i) A bank of 4,500 hours per year will be furnished by the City for use by IMPD officers as F.O.P. Pool Time. This time shall be used by IMPD representatives on the F.O.P. Executive Board or their designees to conduct business directly related to labor-management relations such as the investigation and adjustment of grievances and educational activity, which the Department and the F.O.P. mutually agree is in the best interest of the City and the F.O.P. F.O.P. Pool Time hours shall only be used by F.O.P. representatives for business performed during their regularly scheduled work hours. Employees properly charging hours against F.O.P. Pool Time will be compensated at their regular rate of pay. Employees must use a minimum of one (1) hour of Pool Time. After the first hour, Pool Time may be taken in half (1/2) hour increments. To be eligible for compensation under this subsection, the approval of the Chief, or his/her designee and the President of the F.O.P. (hereinafter referred to as the "President") or his/her designee is required, which approval shall not be unreasonably withheld. The specific procedures for drawing on the Pool Time require either prior written approval or oral verbal approval with subsequent written confirmation signed by the authorizing supervisor. Such approval must be in writing or verbal with subsequent written confirmation signed by the authorizing officer. No time may be charged if

the ability of available police personnel to provide required services would be adversely affected. There shall be no carryover or borrowing of F.O.P. Pool Time hours among calendar years. In addition to the Pool Time listed above, the City agrees to provide an additional 2080 hours for the exclusive use of the duly elected President who, in place of his or her regular duties, shall be permitted to conduct F.O.P. business during his or her regular work hours.

- (ii) The City agrees to compensate F.O.P. representatives for regularly scheduled working time missed while attending meetings initiated by and subject to the control of the IMPD, including F.O.P.-Management Committee meetings, and while attending joint meetings concerning renewal of this Agreement. If F.O.P. representatives are required by the IMPD to attend said meetings on non-scheduled work hours, they shall be compensated at their regular rate of pay.

E. Special Duty Representative.

An IMPD representative from the elected F.O.P. Executive Board, who is an active duty IMPD officer and who is selected by the F.O.P. Board, shall be assigned to a Special Duty assignment to be permitted to serve as a liaison officer between management and labor in an effort to resolve disputes in a fair and equitable manner and to conduct F.O.P. business. Except when performing tasks specifically assigned to him/her by the Chief or the Chief's designee, which tasks shall not be assigned unreasonably to defeat the purpose of the Special Duty assignment, the F.O.P. representative shall be compensated by drawing against the F.O.P. Pool Time set forth in subparagraph D above. While the Special Duty assignment is primarily a day

shift assignment, some scheduling flexibility will be allowed in order for the F.O.P. representative to perform labor-management liaison duties during non-day shift hours. The F.O.P. representative will be required to document 160 hours of work pursuant to IMPD policies for each pay period. In no event shall the F.O.P. representative be entitled to overtime compensation under this Agreement or the Fair Labor Standards Act for time charged by the F.O.P. representative against F.O.P. Pool Time.

F. F.O.P. District Representative.

An F.O.P. District Representative will be appointed by the F.O.P. from the middle shift or late tact shift of each district. Upon the approval of the Deputy Chief or his/her designee, which approval shall not be unreasonably withheld, these District Representatives will be allowed to mark out of service if the monthly F.O.P. regular business meeting is held on a scheduled work day for those representatives, to allow him/her to attend the business meeting and keep the officers on middle and tact shifts informed of matters of mutual concern and benefit to the City and the F.O.P.

G. Non-Discrimination.

The IMPD shall not make any regulation affecting the right of any employee to join, or refrain from joining, the F.O.P.; provided that the City shall retain the full right to control the employer's property and equipment. Subject to the terms of this Agreement and applicable IMPD rules, police officers individually and through their F.O.P. representatives shall have the right to engage in lawful concerted activities for the purpose of meeting and conferring with the City and to express or communicate any views, grievances, complaints, or opinions related to the conditions or compensation of public employment or their betterment, free from restraint, interference, discrimination or reprisal.

Section 3. City Rights.

The City, on its own behalf and on behalf of its citizens, hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States, the City Charter, the Code, and any modifications made thereto. Further, all rights which ordinarily vest in and are exercised by employers, except to the extent such are specifically relinquished herein, are reserved to and remain vested in the City, including but without limiting the generality of the foregoing right:

(a) to manage its affairs efficiently and economically, including the determination of quantity and standard of services to be rendered; the control of material, tools and equipment to be used; and the discontinuance of any services, material or methods of operation;

(b) to introduce new equipment, methods, machinery or processes; change or eliminate existing equipment and institute technological changes; decide on materials, supplies, equipment and tools to be purchased;

(c) to determine and change the number, location and type of facilities and installations;

(d) to determine the size of the workforce and increase or decrease its size;

(e) to hire, assign, and direct the work of employees, including the right to assign work and overtime;

(f) to establish, change, combine or discontinue job classifications; prescribe and assign job duties, content and classification; and to establish wage rates for any new or changed classifications;

(g) to establish work schedules and, if necessary, change those work schedules in accordance with applicable law and IMPD policy;

(h) to maintain the statutory right of the Chief, with the presumptive approval of the Mayor of Indianapolis (hereinafter referred to as the "Mayor"), to establish and revise IMPD rules and procedures for the administration of the IMPD;

(i) to discipline and discharge employees for cause under applicable laws;

(j) to adopt, revise and enforce working rules and carry out cost and general improvement programs under applicable laws;

(k) to transfer, promote and demote employees from one classification, division or shift to another under applicable laws;

(l) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications of employees to perform available work under applicable laws.

When choosing to exercise any of the above-enumerated City rights, the IMPD will be cognizant of all the articles and sections of this Agreement as well as the issues of officer safety that are presented by the nature of the duties performed by the officers.

Section 4. No Work Stoppage or Lockouts.

As the services performed by the employees covered by this Agreement are essential to the administration of the IMPD and to the welfare of the public dependent thereon, in no event whatsoever, during the term of this Agreement, will the F.O.P. or any of the employees in their individual capacity, threaten, advocate, initiate, authorize, sanction, encourage, support or engage in any strike, slowdown, concerted job action, work stoppage, interference, or "Blue flu" or cease the continuous performance of their duties. The IMPD agrees that no lockout shall take place during the term of this Agreement.

The F.O.P. acknowledges that any conduct which violates this section threatens irreparable harm to the public. The F.O.P. shall have no liability for unauthorized activity by

employees in violation of this section, and agrees to immediately make a vigorous and bona fide effort to end all such activity in the event of a documented violation of this section, including written notification to each employee the City contends is in violation of this section that his/her activity may be unprotected and is not authorized, supported or ratified by the F.O.P.

ARTICLE III

Non-Discrimination

Section 1. General Application.

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, race, color, ethnicity, sexual orientation, gender identity, disability as defined by law, national origin, or religious or political affiliation except where specific age, sex or physical requirements constitute a bona fide occupational qualification, necessary to proper and efficient administration or as provided by law. The F.O.P. shall share equally with the City the responsibility for applying this provision of the Agreement. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees. Nothing in this Agreement shall be construed to require the City to violate any provisions of the Americans with Disabilities Act, or any other statute or ordinance governing disabilities.

Section 2. Working Conditions for Current Employees.

The City agrees that it will not discriminate in the training, upgrading, promotion, transfer, layoff, discipline, or discharge of employees, because of age, sex, race, color, ethnicity, sexual orientation, gender identity, disability as defined by law, national origin, or religious or political affiliation, union membership or holding any official union position, or age, except

where specific age, sex or physical requirement constitutes a bona fide occupational qualification necessary to proper and efficient administration or as provided by law.

ARTICLE IV

Miscellaneous

Section 1. F.O.P.-Management Committee.

There shall be an F.O.P.-Management Committee composed of seven (7) members. Three members each shall be appointed by the F.O.P. and the Chief. The Chief, or a designee, shall be an ex officio member of this committee and shall act as Chairperson. Meetings will be held periodically, at the request of either party, for the purpose of discussing and seeking solutions to F.O.P.-IMPD relationship issues.

Advance arrangements will be made for such meetings at times and places mutually satisfactory to the parties. Discussions and recommendations for items for the agenda of a meeting of this committee shall be limited to the subject matter included in the agenda submitted by the F.O.P. to the Chief, or by the Chief to the F.O.P., at least seven (7) calendar days prior to the agreed upon meeting date. The parties shall keep each other informed as to the current identity of their members on the committee. Written minutes summarizing all meetings shall be prepared by a member elected by the committee and the draft minutes prepared by this member shall be submitted for any required modification and approval by the committee at the next meeting.

Section 2. Access to Files.

A. Personnel Files.

- (i) The Deputy Chief of the Administration Division or his/her designee shall maintain personnel files for all employees covered by this Agreement. Each employee shall be allowed to examine the contents of his/her personnel file, in the Personnel Office, during regular City business hours.

In addition, officers shall receive copies of all materials in their personnel file, upon their request. Such copies shall be made within a reasonable time period as allowed by Personnel Office activities.

- (ii) The employee may not remove any document from his/her personnel file but may challenge, in writing, any data believed to be inaccurate. The Deputy Chief of the Administration Division or his/her designee shall direct an investigation of all challenges made. In addition, if there is any comment adverse to the employee's interest in his/her personnel file, he/she may file a written response with the Deputy Chief of the Administration Division or his/her designee, which response shall be attached to said adverse comments.
- (iii) The Chief will make a good faith effort to notify an officer of any personnel documents added to the officer's personnel file within thirty (30) days of the date the document is added to the personnel file, and shall do so within sixty (60) days from the date any adverse document is added. After notice of the addition of an adverse document is given, if requested in writing by the officer, the Chief will provide a copy of the addition to the officer upon written request.

B. Internal Affairs Files and Investigations.

It is understood that the information retained by the Internal Affairs Office is not included in an employee's personnel file. An employee may have access to his/her own statement given to Internal Affairs. Further, once an employee is scheduled for interrogation by the Internal Affairs Office, he/she will be provided a copy of the Officer's Bill of Rights, the complaint in non-criminal cases, where one exists or an oral summary of the complaint where one does not, and will be informed of the nature of the complaint in criminal cases, but in neither case will the name of the complainant necessarily be disclosed. Officers who are subject to investigation by Internal Affairs shall be individually notified in writing of the disposition of said investigation within two (2) weeks of said disposition. Officers subject to interview or interrogation by Internal Affairs shall have the right to have an attorney or representative from the F.O.P. present during the interview or interrogation, but the representative shall not participate except to advise the officer.

Section 3. Equipment for Special Teams.

The City shall provide, at its expense, the equipment for special teams, as directed by the Chief. Special teams will be described as officers that are designated for specific tasks outside the normal parameters of an officer. These officers can serve in a part time, full time or voluntary capacity.

Section 4. Safety Equipment.

The City shall make reasonable provisions for the safety and health of officers during the hours of their employment. It shall maintain its equipment in safe operating condition in accordance with federal, state and local law.

Both parties recognize the inherent value of safety equipment in law enforcement and the role individual officers, of all ranks, play in ensuring the collective safety of our police officers and detectives in their daily functions on and off duty. It is the intent of the parties that all members of the IMPD will participate in good faith to achieve exceptional standards for safety equipment.

An advisory committee made up of four (4) voting members of the IMPD shall be created to assist in developing standards for safety equipment. Two (2) members selected by the President, and two (2) members appointed by the Chief and one (1) of the Chief's appointments serving as the Chair of the Committee shall be designated to serve on the Advisory Committee.

For purposes of this committee, "safety equipment standards" includes but is not limited to uniforms, ballistic protection, specialized unit equipment (under the direction of specialty unit supervision and input), body worn cameras, vehicle safety equipment, weapons platforms and first aid medical resources.

The recommendations of the committee shall be made to the Chief or his/her designee. The Chief shall have final authority to establish and enforce all safety equipment standards.

If the Chief does not accept the committee's recommendation(s) in full or in part, the Chief shall submit a written response to the committee outlining their reasons for rejecting the recommendation.

Section 5. Grievance Procedures.

Internal grievance procedures outlined in the General Orders in effect at the time of the execution of this Agreement shall not be changed without thirty (30) days prior written notice to the F.O.P. Upon request the Chief will discuss the proposed changes in the grievance procedure with the F.O.P. before any change is implemented.

All time limits established in the applicable General Orders for tendering and responding to grievances, at each step of the process, shall be strictly enforced except extensions may be granted upon mutual consent. The failure of the grievant and/or his/her representative to comply with the time limits set forth in the General Orders shall result in a dismissal of the grievance. Failure of a respondent to a grievance to comply with the time limits set forth in the General Orders shall entitle the grievant to appeal to the next level of review.

Section 6. Bill of Rights.

The Officer's Bill of Rights shall be as follows:

- A. As used in this Chapter, "police officer" shall mean all persons who are sworn members of the IMPD.
- B. There is hereby created a Police Officer's Bill of Rights, which applies to all police officers, after completion of a required probationary period.

C. Except when on duty or when acting in an official capacity, no police officer shall be prohibited from engaging in political activities or be denied the right to refrain from engaging in political activities, provided such activities do not impede or impair the efficient operation of the IMPD.

D. Whenever a police officer is under investigation and subjected to interrogation by Internal Affairs, the following procedures shall apply:

1. The interrogation shall be conducted at a reasonable hour, preferably at a time when the police officer is on-duty, unless in the judgment of the interrogating officer(s) the seriousness of the investigation is of such a degree that an immediate interrogation is required.
2. The interrogation shall take place either at the office of Internal Affairs or an equivalent office setting as designated by the interrogating officer.
3. Prior to such interrogation of any police officer, he/she shall be provided a "Statement of Rights."
4. The police officer being interrogated shall be informed of the name, rank, and assignment of the officer in charge of the investigation, the interrogating officer(s), and all persons present during the interrogation.
5. In non-criminal cases, once an officer is scheduled for interrogation by Internal Affairs, he/she will be provided a copy of the complaint where one exists. In criminal cases, the officer will be informed of the nature of the complaint. In neither case will the name of the complainant necessarily be disclosed.

6. Interrogation sessions shall be for reasonable periods of time and shall allow for such personal necessities and rest periods as are reasonably necessary.
7. The interrogation of a police officer by Internal Affairs shall be tape recorded upon the request of either party. A written transcript of the tape shall be provided to the officer upon request and at no cost to the officer.
8. If the police officer under interrogation is under arrest or is likely to be placed under arrest, he/she shall be completely informed of all of his/her rights under Miranda prior to the commencement of the interrogation.
9. Questions posed to a police officer under investigation shall specifically, directly, and narrowly relate to the performance of the police officer's official duties or fitness for serving as a police officer. Under no circumstances shall the police officer being investigated be required to waive his/her immunity with respect to the use of the police officer's answers or the fruits thereof in a criminal prosecution.
10. At the request of the police officer under interrogation by Internal Affairs, he/she shall have the right to have an attorney or a representative of his/her choice from within the Department present during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service. At the officer's request for representation, he/she shall be provided a reasonable period of time to obtain such representation, which shall not exceed seventy-two (72) hours,

unless agreed upon by both parties. The attorney or representative shall not participate in the interrogation except to advise the police officer.

11. Only in criminal and corruption matters under Department investigation, or as a condition of assignment to certain sensitive positions as provided in the General Orders, may a police officer be required to submit to a polygraph examination or voice stress analysis test. The questions comprising such tests shall specifically, directly, and narrowly relate to the performance of the police officer's official duties or continued fitness to serve as a police officer. Under no circumstances shall the police officer being investigated be required to waive his immunity with respect to the use of the police officer's answers or fruits thereof in a criminal prosecution. The results of such an examination shall not be used in any subsequent criminal court action without the consent of the police officer.

E. Whenever a police officer is ordered to appear for a hearing before a Board of Captains as directed by the Chief in accordance with Indiana Code, the following procedures shall apply:

1. The hearing shall be administrative in nature.
2. The hearing shall be conducted at a reasonable hour, and the officer shall receive proper notice to appear.
3. The hearing shall take place either in the Chief's Conference Room or an equivalent setting as designated by the Board of Captains.

4. Prior to such hearing, the officer shall be provided a “Statement of Rights.”
5. The police officer shall be informed of the name, rank, and assignment of the officer in charge of the hearing, the board members, and all persons present during the hearing.
6. In non-criminal cases, once an officer is scheduled for a hearing, he/she will be provided a copy of the complaint where one exists. In criminal cases, the officer will be informed of the nature of the complaint. In neither case will the name of the complainant necessarily be disclosed.
7. Hearing sessions shall be for reasonable periods of time and shall allow for such personal necessities and rest periods as are reasonably necessary.
8. The Board of Captains hearing shall be tape recorded upon the request of either party. A copy of the tape shall be provided to the officer for the purpose of appeal to the Merit Board. The tape copy shall be at no cost to the officer.
9. Questions posed to a police officer during the hearing shall specifically, directly, and narrowly relate to the performance of the police officer’s official duties or fitness for serving as a police officer. Under no circumstances shall the police officer be required to waive his immunity with respect to the use of the police officer’s answers or the fruits thereof in a criminal prosecution.
10. At the request of the police officer, he/she shall have the right to have an attorney or a representative of his/her choice from within the Department

present at all times during such hearing whenever the hearing relates to the officer's continued fitness for law enforcement service. The attorney or representative shall be allowed to address the board, present evidence, and question witnesses to clarify testimony pursuant to the guidelines established by the board. The attorney or representative must abide by the policies, procedures, and rulings of the board. At the sole discretion of the board, counsel may be expelled or excluded from the hearing for cause. Such cause includes, but is not limited to, counsel's failure to follow the board's guidelines, policies, procedures, or rulings; or disruptive conduct. The Board of Captains shall have final authority and full responsibility for the hearing.

11. Only in criminal and corruption matters under Department investigation, or as a condition of assignment to certain sensitive positions as provided in the General Orders, may a police officer be required to submit to a polygraph examination or voice stress analysis test. The questions comprising such tests shall specifically, directly, and narrowly relate to the performance of the police officer's official duties or continued fitness to serve as a police officer. Under no circumstances shall the police officer being investigated be required to waive his immunity with respect to the use of the police officer's answers or fruits thereof in a criminal prosecution. The results of such an examination shall not be used in any subsequent criminal court action without the consent of the police officer.

12. The officer shall have the right to appeal any decision/findings of the Board of Captains in accordance with the Indiana Code.

13. The procedure contained in this Section E does not apply to administrative reviews by the Board of Captains.

F. No police officer shall be required, for purposes of assignment or other personnel action, to disclose any item of his/her property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his/her family or household), unless such information is obtained under proper legal procedures or tends to indicate a conflict of interest with respect to the performance of his official duties. This Section shall not prevent inquiries made by authorized agents of a tax collecting agency in accordance with acceptable and legally established procedures.

G. No dismissal, transfer, reassignment, or other personnel action which might result in loss of pay or benefits, or other punitive measures resulting in monetary loss, shall be taken against a police officer unless such police officer is notified of the action and the reason or reasons therefore prior to the effective date of such action.

H. No police officer shall be discharged, disciplined, or demoted; or denied promotion, transfer, or reassignment; or otherwise be discriminated against in regard to his/her employment; or be threatened with any such treatment by reason of his/her exercise of the rights granted in this Police Officer's Bill of Rights.

I. In the event a complaint has been dismissed or the complaint has resulted in an investigation and/or hearing where the police officer has been found innocent of the allegations, there shall be no record placed in the police officer's personnel file.

J. Modification of this document by the Chief will not occur without entering into discussions with the President.

Section 7. Layoffs.

If the City decides a layoff is necessary, it will comply with all applicable legal requirements including I.C. § 36-8-4-11.

Section 8. Job Assignment.

A. Chief's Authority

The Chief shall have the authority to assign and reassign any member of the Department to serve in any job assignment and to perform such duties as he/she shall designate, providing such duties are in accordance with the member's rank, grade, position, and qualifications. Employees reassigned will be entitled to have written reasons for the reassignment put in their personnel file, except that if the reassignment is for a confidential reason the Department is not required to state the reason in the file. If it is determined that the reason for the reassignment is confidential, then the Department will provide the officer with a written statement of the reason for the reassignment. "For the good of the Department" will not be an adequate description of the reason for the reassignment.

B. Filling Vacancies

If vacancies occur during the year in positions of lieutenant and below and the Chief decides to fill the position other than by assigning officers pursuant to Section 8.A above, then

this process will apply. Bidding for these positions shall be based upon training, education, experience, ability and performance of the employees submitting bids. If these factors are relatively equal, then seniority shall control.

Notice of a vacancy must be posted as soon as the vacancy occurs and must specify a bidding deadline of at least ten (10) calendar days from the initial posting. The position must be awarded, in conformity with the above paragraph, no more than thirty (30) calendar days from the date of the posted deadline for the submission of bids.

If an employee is incapable of fulfilling the new or vacant position for which he/she has successfully bid within ten (10) calendar days of its effective date, then the position may be considered vacant and may be filled by another employee from the same bid.

Section 9. Shift Bidding & Transfers.

The parties agree that the shift bidding process should be based on seniority on the IMPD. Shift bidding applies to patrol officers within the Operations Division and patrol officers assigned to the Homicide Section. Shift bidding will apply to patrol officers within the Robbery and Aggravated Assault Branches when shift bidding opens in the Fall 2025 (to be effective in the 2026 contract year). Patrol officers will bid within the district/branch they are currently assigned. District Detectives, Neighborhood Impact Officers and Detectives and other specialty units assigned to the Operations Division will not bid and will be assigned at the discretion of the district commander. Primary evidence technicians, accident investigators, and patrol officers within the Robbery, Aggravated Assault, and Homicide Branches will bid as separate entities, independent of the regular shift bidding process, and with time in grade considerations, but will follow the same prescribed schedule.

The new shift assignments will become effective the first day of the first full January timecard. The shift bidding process shall follow the following schedule:

- Seniority List Posted..... First Wednesday of November
- Seniority Appeals Begin..... First Wednesday of November
- Seniority Appeals End.....10 days from Seniority List Posted
- Seniority Appeals Resolved.....15 days from Seniority List Posted
- Seniority Bids Begin.....15 days from Seniority List Posted
- Seniority Bid End.....25 days from Seniority List Posted
- Shift Assignments Posted..... Second Wednesday of December

When shift bidding is complete, officers who wish to change shifts or district assignments may submit an “Application for Transfer/Reassignment” to the Human Resources office. These transfer requests will be taken into consideration whenever a recruit class completes Field Training Officer (hereinafter referred to as “FTO”) training and receives their permanent assignment. Requests for transfer will be kept on file by Human Resources. Requests for transfer must be submitted each calendar year. All officers will be responsible for verifying with Human Resources that their request is still on file and that all information remains accurate. Seniority will determine which officer receives the transfer. Performance will be taken into consideration; therefore, officers with poor performance or discipline issues may not be allowed to transfer until performance improves. It shall be the officer’s responsibility to withdraw the transfer request once it has been submitted. Officers are assigned or reassigned to a shift as determined by the district commander and may be required to work any shift in order to better meet the goals and objectives of the Department. Regardless of permanent shift assignment, officers may be expected to temporarily flex their normal shift hours as deemed necessary by their district

commander. All changes to work hours will be made with prior notice and with the guidelines contained within this Agreement.

Section 10. Accumulation of Discipline.

If an officer has a consecutive five-year period free of discipline, any disciplinary action prior to that five-year period will not be considered by the Chief when imposing discipline or recommending discipline to the Merit Board, unless such prior discipline was based upon acts of a criminal nature.

Section 11. Communicable Diseases.

The City will form a committee consisting of representatives from IMPD, the F.O.P., the medical community and the public health sector. This committee will research and develop a policy for testing of officers who are exposed to and/or develop communicable diseases in the line of duty.

Any officer who has not had a communicable disease test as a result of a line of duty exposure in the past 12-month period shall be entitled to receive, upon request, a communicable disease test from a provider selected by the IMPD at no charge to the officer. Communicable diseases, for the purposes of this Section, include, but are not limited to: HIV/AIDS, Tuberculosis, Hepatitis, and COVID-19.

Section 12. Work Schedule.

For the term of this contract the City will maintain the current work schedule of six (6) consecutive days on duty followed by three (3) consecutive days off for merit officers through and including the rank of lieutenant in the Operations Division on the day shift, middle shift, and late shift. Officers and supervisors assigned to Narcotics, Flex Teams, Community Resources

and Engagement, Homeland Security, and District Detectives are specifically excluded from the provisions of this paragraph.

This work schedule provision is not applicable to officers until after their probationary period. During this period, officers shall be assigned work schedules at the sole discretion of the City.

Beginning in the first quarter of 2025, a committee will be formed consisting of members appointed by the F.O.P. and representatives from IMPD Management designated by the Chief. This committee will look to find an alternative working schedule based around the 10-hour shift for the Operations Division of IMPD. If IMPD Management and the F.O.P. mutually agree, then no later than October 1, 2025 it will be presented to the active officers of the Department via a vote. Following a confirmation vote of the 10-hour alternative work schedule, the Department will do a shift bid process no later than November 20, 2025. Following a confirmation vote, then the alternative 10-hour work schedule will be piloted from January 3, 2026 through January 1, 2027. If IMPD Management and the F.O.P. mutually agree to implementation of the 10-hour shift schedule, it will be presented to the active officers via a vote no later than October 1, 2026. If approved, the 10-hour work schedule will then be subject to shift bidding for 2027. If the piloted 10-hour work schedule is not mutually agreed to or the officers of the Department do not vote to implement any of the before mentioned steps, then the work schedule reverts back to the current work schedule of six (6) consecutive days on duty followed by three (3) consecutive days off as stated in the first paragraph for the remainder of the contract following the pilot period.

Section 13. Discipline.

Discipline shall be imposed not later than sixty (60) days after the time the IMPD learns of the occurrence giving rise to the discipline, unless there is an investigation by the Office of

Internal Affairs or a criminal investigation regarding the incident giving rise to the discipline. In instances of an Internal Affairs or Criminal Investigation the IMPD shall impose the discipline not later than thirty (30) days after the Commander of Internal Affairs has completed the investigation. These deadlines will be extended if either party has a reasonable need for an extension up to 30 days. In the event discipline is not imposed, no disciplinary action shall be taken as a result of the incident in question. The IMPD will make a good faith effort to complete any internal investigation in a timely manner.

ARTICLE V

Contract Grievance Procedure

In the event either party believes the other party has breached this Agreement, it shall be processed through this contract grievance procedure. However, for any disciplinary matters or other matters covered by merit board proceedings, the officer shall pursue the grievance process set forth in the General Orders or merit board proceedings only and a grievance may not be filed under this Agreement. Also, an impasse in any negotiations for any new agreement shall not constitute a grievance.

The parties shall make sincere and determined efforts to settle meritorious grievances and to keep the procedure free from unmeritorious grievances. Any resolution of a grievance under this procedure shall be without precedent or prejudice to either party as to any future matters.

An officer shall have the right to have an F.O.P. representative present during each step of the grievance procedure. Any response by the City at the various Steps shall be sent to the F.O.P. and the officer involved.

STEP 1: The matter shall first be taken up between the officer involved and the supervisor involved.

STEP 2: If the grievance is not resolved at Step 1, it must be submitted in writing to the officer's Deputy Chief or higher rank if applicable within ten (10) calendar days after the occurrence giving rise to the grievance or it shall be considered as dropped. The grievance must contain at a minimum the contract provision(s) that allegedly were breached, the date on which the breach allegedly occurred, and the facts that support the alleged breach. The Deputy Chief or his/her designee shall reply in writing in ten (10) calendar days or, if not, the grievance shall be deemed denied.

STEP 3: If the grievance is not resolved at Step 2, the F.O.P. may appeal the matter by submitting the matter within ten (10) days to the Grievance Board or the grievance shall be deemed dropped. The Grievance Board shall be composed of two (2) members chosen by the President and two (2) members chosen by the Chief. The respective members of the joint board shall be appointed effective January 1 of each year and shall serve for one (1) year. The Grievance Board shall meet promptly upon call but in any event, not later than thirty (30) days after the grievance has been referred to it. A majority vote of the Grievance Board on a grievance shall be final and binding on the parties. In cases in which the Grievance Board deadlocks, each side shall submit a written summary of the reasons for its vote to the Chief who shall cast the deciding vote.

STEP 4: If the grievance is not settled under Step 3, the F.O.P. may appeal the matter by submitting the grievance within ten (10) calendar days of the decision in Step 3 to the Mayor or Deputy Mayor or the grievance shall be deemed dropped. If the grievance is properly appealed to Step 4, then the matter will be considered by a representative of the F.O.P. and the Mayor or Deputy Mayor. The Mayor or Deputy Mayor's decision shall be made in writing within ten (10) calendar days after submission to him/her. If the Mayor or Deputy Mayor is unable to make a

determination within the allotted time, he/she may seek an extension from the F.O.P., which extension shall not be unreasonably withheld. The determination by the Mayor or Deputy Mayor shall be final and binding upon all parties.

ARTICLE VI

Salary

Section 1. Base Salary Increase.

The annualized base salary for all ranks covered by this Agreement shall be increased in accordance with the following salary table for each rank based on the number of years employed by IMPD. Salary for all ranks covered by this Agreement with more than 25 years of service with IMPD shall be capped at the 25-year salary. Salary increases will be implemented and effective the first pay period after January 1 of each contract year. The below salary table for the Patrol Officer rank only applies to officers with the rank of Patrol Officer and Lateral Officers. Salaries for Recruit and Probationary Officers are determined by IMPD and are outside the scope of this contract.

Patrol Officer					
Year of Service	2024 Rate	2025 Rate	2026 Rate	2027 Rate	2028 Rate
1		\$ 85,331	\$ 86,371	\$ 89,522	\$ 92,768
2		\$ 85,331	\$ 87,969	\$ 91,591	\$ 95,359
3	\$ 78,975	\$ 85,331	\$ 87,969	\$ 91,591	\$ 95,359
4	\$ 79,370	\$ 85,814	\$ 88,466	\$ 92,109	\$ 95,898
5	\$ 79,764	\$ 86,298	\$ 88,964	\$ 92,627	\$ 96,437
6	\$ 80,159	\$ 86,781	\$ 89,463	\$ 93,145	\$ 96,975
7	\$ 80,554	\$ 87,265	\$ 89,961	\$ 93,663	\$ 97,514
8	\$ 80,949	\$ 87,749	\$ 90,459	\$ 94,181	\$ 98,052
9	\$ 81,344	\$ 88,400	\$ 90,957	\$ 94,699	\$ 98,591
10	\$ 81,739	\$ 90,400	\$ 91,456	\$ 95,218	\$ 99,130
11	\$ 82,134	\$ 90,400	\$ 91,954	\$ 95,736	\$ 99,669
12	\$ 82,529	\$ 91,400	\$ 92,452	\$ 96,254	\$ 100,208
13	\$ 82,923	\$ 94,400	\$ 95,344	\$ 98,204	\$ 101,150
14	\$ 83,318	\$ 95,400	\$ 96,354	\$ 99,245	\$ 102,222
15	\$ 83,713	\$ 97,400	\$ 98,374	\$ 101,325	\$ 104,365
16	\$ 84,108	\$ 97,400	\$ 98,374	\$ 101,325	\$ 104,365
17	\$ 84,503	\$ 97,400	\$ 98,374	\$ 101,325	\$ 104,365
18	\$ 84,898	\$ 98,400	\$ 99,384	\$ 102,366	\$ 105,436
19	\$ 85,293	\$ 98,400	\$ 99,384	\$ 102,366	\$ 105,436

20	\$ 85,687	\$ 99,400	\$ 100,394	\$ 103,406	\$ 106,508
21	\$ 86,082	\$ 99,400	\$ 100,394	\$ 103,406	\$ 106,508
22	\$ 86,477	\$ 100,400	\$ 101,404	\$ 104,446	\$ 107,580
23	\$ 86,872	\$ 101,400	\$ 102,414	\$ 105,486	\$ 108,651
24	\$ 87,267	\$ 103,400	\$ 104,434	\$ 107,567	\$ 110,794
25	\$ 87,662	\$ 104,005	\$ 105,045	\$ 108,196	\$ 111,442

Sergeant

Year of Service	2024 Rate	2025 Rate	2026 Rate	2027 Rate	2028 Rate
3	\$ 87,158.00	\$ 93,864	\$ 96,766	\$ 100,750	\$ 104,895
4	\$ 87,552.87	\$ 94,395	\$ 97,313	\$ 101,320	\$ 105,488
5	\$ 87,947.75	\$ 94,927	\$ 97,860	\$ 101,890	\$ 106,080
6	\$ 88,342.62	\$ 95,458	\$ 98,409	\$ 102,460	\$ 106,673
7	\$ 88,737.49	\$ 95,991	\$ 98,957	\$ 103,029	\$ 107,265
8	\$ 89,132.37	\$ 96,523	\$ 99,505	\$ 103,599	\$ 107,857
9	\$ 89,527.24	\$ 97,239	\$ 100,053	\$ 104,169	\$ 108,450
10	\$ 89,922.11	\$ 99,439	\$ 100,601	\$ 104,740	\$ 109,043
11	\$ 90,316.99	\$ 99,439	\$ 101,149	\$ 105,309	\$ 109,636
12	\$ 90,711.86	\$ 100,539	\$ 101,697	\$ 105,879	\$ 110,229
13	\$ 91,106.73	\$ 103,839	\$ 104,878	\$ 108,025	\$ 111,265
14	\$ 91,501.61	\$ 104,939	\$ 105,989	\$ 109,169	\$ 112,444
15	\$ 91,896.48	\$ 107,139	\$ 108,211	\$ 111,458	\$ 114,801
16	\$ 92,291.35	\$ 107,139	\$ 108,211	\$ 111,458	\$ 114,801
17	\$ 92,686.23	\$ 107,139	\$ 108,211	\$ 111,458	\$ 114,801
18	\$ 93,081.10	\$ 108,239	\$ 109,322	\$ 112,602	\$ 115,980
19	\$ 93,475.97	\$ 108,239	\$ 109,322	\$ 112,602	\$ 115,980
20	\$ 93,870.85	\$ 109,339	\$ 110,433	\$ 113,746	\$ 117,159
21	\$ 94,265.72	\$ 109,339	\$ 110,433	\$ 113,746	\$ 117,159
22	\$ 94,660.59	\$ 110,439	\$ 111,544	\$ 114,891	\$ 118,337
23	\$ 95,055.47	\$ 111,539	\$ 112,655	\$ 116,035	\$ 119,516
24	\$ 95,450.34	\$ 113,739	\$ 114,877	\$ 118,324	\$ 121,873
25	\$ 95,845.21	\$ 114,404	\$ 115,550	\$ 119,016	\$ 122,587

Lieutenant

Year of Service	2024 Rate	2025 Rate	2026 Rate	2027 Rate	2028 Rate
3	\$ 95,936	\$ 103,251	\$ 106,443	\$ 110,825	\$ 115,384
4	\$ 96,331	\$ 103,835	\$ 107,044	\$ 111,452	\$ 116,037
5	\$ 96,726	\$ 104,420	\$ 107,646	\$ 112,079	\$ 116,688
6	\$ 97,121	\$ 105,004	\$ 108,250	\$ 112,705	\$ 117,340
7	\$ 97,515	\$ 105,590	\$ 108,853	\$ 113,332	\$ 117,992
8	\$ 97,910	\$ 106,175	\$ 109,456	\$ 113,959	\$ 118,643
9	\$ 98,305	\$ 106,963	\$ 110,058	\$ 114,586	\$ 119,295
10	\$ 98,700	\$ 109,383	\$ 110,661	\$ 115,213	\$ 119,947
11	\$ 99,095	\$ 109,383	\$ 111,264	\$ 115,840	\$ 120,599
12	\$ 99,490	\$ 110,593	\$ 111,867	\$ 116,467	\$ 121,252
13	\$ 99,885	\$ 114,223	\$ 115,366	\$ 118,827	\$ 122,392
14	\$ 100,280	\$ 115,433	\$ 116,588	\$ 120,086	\$ 123,689
15	\$ 100,674	\$ 117,853	\$ 119,032	\$ 122,604	\$ 126,282
16	\$ 101,069	\$ 117,853	\$ 119,032	\$ 122,604	\$ 126,282
17	\$ 101,464	\$ 117,853	\$ 119,032	\$ 122,604	\$ 126,282
18	\$ 101,859	\$ 119,063	\$ 120,254	\$ 123,862	\$ 127,578
19	\$ 102,254	\$ 119,063	\$ 120,254	\$ 123,862	\$ 127,578
20	\$ 102,649	\$ 120,273	\$ 121,476	\$ 125,121	\$ 128,875
21	\$ 103,044	\$ 120,273	\$ 121,476	\$ 125,121	\$ 128,875
22	\$ 103,439	\$ 121,483	\$ 122,698	\$ 126,380	\$ 130,171
23	\$ 103,833	\$ 122,693	\$ 123,921	\$ 127,639	\$ 131,468
24	\$ 104,228	\$ 125,113	\$ 126,365	\$ 130,156	\$ 134,061
25	\$ 104,623	\$ 125,844	\$ 127,105	\$ 130,918	\$ 134,845

Captain					
Year of Service	2024 Rate	2025 Rate	2026 Rate	2027 Rate	2028 Rate
3	\$ 105,921	\$ 113,576	\$ 117,087	\$ 121,908	\$ 126,923
4	\$ 106,316	\$ 114,218	\$ 117,748	\$ 122,597	\$ 127,640
5	\$ 106,711	\$ 114,862	\$ 118,411	\$ 123,287	\$ 128,357
6	\$ 107,106	\$ 115,504	\$ 119,075	\$ 123,976	\$ 129,074
7	\$ 107,500	\$ 116,149	\$ 119,738	\$ 124,665	\$ 129,791
8	\$ 107,895	\$ 116,793	\$ 120,402	\$ 125,355	\$ 130,507
9	\$ 108,290	\$ 117,659	\$ 121,064	\$ 126,044	\$ 131,225
10	\$ 108,685	\$ 120,321	\$ 121,727	\$ 126,735	\$ 131,942
11	\$ 109,080	\$ 120,321	\$ 122,390	\$ 127,424	\$ 132,659
12	\$ 109,475	\$ 121,652	\$ 123,054	\$ 128,114	\$ 133,377
13	\$ 109,870	\$ 125,645	\$ 126,903	\$ 130,710	\$ 134,631
14	\$ 110,265	\$ 126,976	\$ 128,247	\$ 132,095	\$ 136,057
15	\$ 110,659	\$ 129,638	\$ 130,935	\$ 134,864	\$ 138,910
16	\$ 111,054	\$ 129,638	\$ 130,935	\$ 134,864	\$ 138,910
17	\$ 111,449	\$ 129,638	\$ 130,935	\$ 134,864	\$ 138,910
18	\$ 111,844	\$ 130,969	\$ 132,279	\$ 136,249	\$ 140,336
19	\$ 112,239	\$ 130,969	\$ 132,279	\$ 136,249	\$ 140,336
20	\$ 112,634	\$ 132,300	\$ 133,624	\$ 137,633	\$ 141,762
21	\$ 113,029	\$ 132,300	\$ 133,624	\$ 137,633	\$ 141,762
22	\$ 113,424	\$ 133,631	\$ 134,968	\$ 139,018	\$ 143,188
23	\$ 113,818	\$ 134,962	\$ 136,313	\$ 140,402	\$ 144,614
24	\$ 114,213	\$ 137,624	\$ 139,002	\$ 143,172	\$ 147,467
25	\$ 114,608	\$ 138,429	\$ 139,816	\$ 144,009	\$ 148,330

Effective January 1, 2025 and throughout the remainder of the term of this Agreement, the employee shall pay the 6% employee pension contribution as outlined in Section 10 of this Article.

Section 2. Shift Differential.

Shift differential for officers whose shifts begin between 1300 hours and 0001 hours shall receive a shift differential in accordance with the following table that is calculated based on 3% of a mid-career 13-year officer hourly rate, 3% of a 5-year Sergeant hourly rate, 3% of a 7-year Lieutenants hourly rate, and 3% of a 9-year Captain hourly rate:

Shift Differential	2025	2026	2027	2028
Patrol Officer	\$ 1.36	\$ 1.38	\$ 1.42	\$ 1.46
Sergeant	\$ 1.37	\$ 1.41	\$ 1.47	\$ 1.53
Lieutenant	\$ 1.52	\$ 1.57	\$ 1.63	\$ 1.70
Captain	\$ 1.70	\$ 1.75	\$ 1.82	\$ 1.89

The policies concerning payment of shift differential will not be changed without prior notice to and consultation with the F.O.P.

Section 3. Overtime and Court Time.

A. Exempt police officers are not covered by the overtime provisions of this Agreement. Any overtime pay or compensatory time off for exempt officers is covered solely by General Order. For purposes of this Agreement only, exempt police officers are those officers holding the appointed rank of major and above.

B. For the duration of this Agreement, compensation for non-F.L.S.A. overtime, including court time, shall be paid at one and one-half times the officer's regular rate of pay. This rate shall be calculated by dividing 2080 hours into the sum of the officer's base salary, educational pay, FTO pay, motorcycle pay, and additional technical pays. Not included in this rate are shift differential.

C. Non-F.L.S.A. overtime, also known as gap time overtime, shall be defined as all hours worked beyond the regularly scheduled workweek or workday up to 171 work hours in a 28-day pay period. Hours worked include all time the officer is required to be on duty. Thus, all hours within the regularly scheduled shift (including mealtime not exceeding 30 minutes) are considered hours worked. Also considered hours worked are approved overtime; actual court time; travel time of one hour only when the officer's shift does not begin or end within one hour of the overtime or court time; mandatory training time in Marion County; mandatory training time outside Marion County which occurs during the officer's regularly scheduled hours on both working and non-working days; time spent at the firing range if required by the IMPD; and time spent in branch meetings, coroner inquests, merit board hearings, review board hearings, internal affairs investigations, and required IMPD medical examinations. Travel time or call back time

will not be paid for onsite events, i.e., off duty traffic stops or other incidents for which the officer is present at the scene and which require police action.

Hours not considered hours worked include but are not necessarily limited to: on call time if the officer possesses a beeper or other communication device; unpaid suspension time; and personal time relating to attendance at commendation ceremonies and participation as a candidate in promotional and other selection processes.

D. F.L.S.A. overtime is paid at one and one-half times a premium rate which includes officer's base salary, educational pay, FTO pay, motorcycle pay, shift differential, and master patrolman/master detective pay. F.L.S.A. overtime is defined as actual time worked in excess of 171 hours in the 28-day work period.

E. Officers may elect to receive compensation for non-F.L.S.A. or F.L.S.A. overtime in either cash or time back, subject to the F.L.S.A. limits on accumulation of compensatory time. The IMPD shall make this option available in every overtime situation and shall not force, coerce or intimidate employees into electing comp-time in lieu of cash. However, the IMPD reserves the option to pay the officer at the end of the year for accumulated overtime above 40 hours. Accumulated overtime on the books may be taken by the officer at any time during his/her career, with approval of the branch commander and upon completion of the appropriate form.

F. The IMPD shall make every effort to pay overtime within 30 calendar days of the date earned, provided required verification slips are tendered in a timely fashion pursuant to Departmental policies and guidelines. It is understood that some adjustments to overtime so paid may be necessary at the end of each 28-day work period to compensate for premium time required for F.L.S.A. overtime.

G. Officers shall receive a minimum of two hours compensation at straight time for court sessions attended during non-working hours. However, if an officer is late for a court appearance, he/she shall not be eligible for this minimum but shall be compensated only for actual time in court and travel time (if applicable).

- (i) The minimum two-hour court time shall not be considered hours worked for calculations relating to F.L.S.A. overtime compensation.
- (ii) Computations shall be made to determine whether an officer would receive higher compensation under: 1) the minimum two hour court time at straight time or 2) travel time and actual time in court at time and one-half. The officer shall be paid at the higher amount.

H. The Chief, with the presumptive approval of the Mayor, shall determine the necessity and guidelines for overtime, however, the IMPD shall not alter working schedules for the purpose of avoiding the payment of overtime without making a good faith effort to give the affected officer at least five (5) working days' notice except in the case of emergency, a national disaster, required dignitary security or other condition beyond the IMPD's control of which the IMPD has not received at least five (5) working days advance notice. This subsection (H) shall not apply to officers until twelve (12) months after they get their first full-duty assignment. The IMPD will make a good faith effort to notify these officers twenty-four (24) hours in advance of an alteration of their work schedule except in the case of an emergency, a national disaster, required dignitary security or other condition beyond the IMPD's control.

I. With respect to the FLSA provisions and the 2007 change to the General Order governing compensatory time caps, the F.O.P. will indemnify the City and hold it harmless from any and all claims or liabilities which may arise relating to compensatory time on the books that exceeds the revised caps.

Section 4. Accumulated Time Off.

Accumulated time off is earned at one-and-one-half times the actual amount of time worked. Patrol officers through the rank of captain are allowed to carry over a maximum of 480 hours. See, 29 USC § 207 (o)(3).

The Chief may allow members of the IMPD to convert leave time which cannot be used during a calendar year to accumulated time off. Officers wishing to do so must submit a request, in writing, through their chain-of-command to the Chief. The request must thoroughly explain the reason the leave time could not be used during the year. This is not an optional conversion and will only be considered in cases where leave time could not be used due to circumstances beyond the officer's control.

Section 5. Field Training Officer Pay.

FTOs shall receive compensation for serving in a training capacity in the amount of \$1,300.00 on an annual basis.

FTOs shall also receive an additional hourly rate for each hour the FTO works with a trainee. Beginning in January 2025, the FTO hourly rate will be calculated based upon 8% of a mid-career 13- year patrol officer's hourly rate for each hour the FTO is working with a trainee. The officer's hourly rate will be calculated based upon 8% of a mid-career 13-year patrol officer's base salary only prior to any other pays being added into the base salary as reflected in the following table:

FTO	2025	2026	2027	2028
Hourly Rate	\$ 3.63	\$ 3.67	\$ 3.78	\$ 3.89

The additional FTO hourly pay will be paid only to officers actually functioning in the position.

Whenever a specialty school is conducted at the IMPD Training Academy by an IMPD Instructor, 10% of the student slots will be allocated specifically for FTOs. If the 10% allocation is not filled by FTOs within 21 days after the training is posted the remaining slots may be released.

With the Chief's approval, FTOs who have served as training officers for at least one training cycle will be eligible for temporary assignments during the solo phase of the probationary officers. For each solo phase, 25% of all eligible FTOs will be offered such temporary assignments. Those FTOs serving as a primary FTO will be offered temporary assignments first and then Department seniority will rule. A rotating list shall be maintained by the District FTO Specialist to ensure all FTOs have a chance for a temporary assignment.

Subject to unusual staffing shortages, one hour of all FTOs' shifts, while assigned a probationary officer, shall be provided to complete FTO paperwork and perform other functions with the probationary officer related to FTO responsibilities, such as counseling and evaluation.

The position of FTO is a voluntary position. FTOs shall give 14-days notice to the District FTO Specialist should they wish to be removed from the program. Such removal will be in effect at the beginning of the next timecard.

Section 6. Detective Training Officer Program.

The IMPD will maintain a Detective Training Officer (hereinafter referred to as the "DTO") program to ensure established best practices are taught and learned as an officer moves into investigative positions and transfers within investigative units and levels within the IMPD. The number of DTOs will not be less than twenty-five (25) over the duration of this Agreement. DTOs shall receive compensation in the amount of \$500.00 on an annual basis for serving in a training capacity.

DTOs shall also receive an additional hourly rate for each hour the DTO works with a trainee. Beginning in January 2025, the DTO hourly rate will be calculated based upon 8% of a mid-career 13-year patrol officer’s hourly rate for each hour the DTO is working with a trainee. The officer’s hourly rate will be calculated based upon 8% of a mid-career 13-year patrol officer’s-base salary only prior to any other pays being added into the base salary as reflected in the following table:

DTO	2025	2026	2027	2028
Hourly Rate	\$ 3.63	\$ 3.67	\$ 3.78	\$ 3.89

The additional DTO hourly pay will be paid only to officers actually functioning in the position.

The position of DTO is a voluntary position. DTOs shall give a 14-day notice to the DTO Coordinator should they wish to be removed from the program. Such removal will be in effect at the beginning of the next timecard.

Section 7. Special Duty and Technical Position Pays.

Merit ranks who are assigned to motorcycle, SWAT, EOD, ERG, horse patrol, K-9, aviation unit members, certified drone operators, firing range, or as a negotiator shall receive position pay of \$529.00 on an annualized basis, which amount may in the discretion of the IMPD be increased during the term of this Agreement. Such additional compensation shall be paid only to those officers actually functioning in such position for a full pay period.

The IMPD intends to give additional consideration to other positions and duties which might qualify for special duty or position pays.

Section 8. Police Service Dogs.

The City agrees to compensate IMPD K9 Officers for the time allotted to maintain and train their assigned Police Service Dog(s) (hereinafter referred to as a "PSD"). The City agrees to

properly equip K9 Officers to maintain the health of the PSD and the safety of the PSD, officers and the public. The City agrees to pay for any routine or emergency veterinarian expenses and food related to the PSD.

A K9 Officer shall be provided with one Department-purchased kennel for the length of their career. In the event that a K9 Officer is reassigned outside of a K9 unit or moves residences, the materials from the issued kennel may be salvaged at the discretion of the K9 unit's supervisors. Any damage to the kennel outside of the K9 Officer's control shall be repaired at the IMPD's expense. Each K9 Officer should be issued an IMPD owned vehicle with an approved kennel.

A K9 Officer will allow 1 hour for 1 PSD or 1.5 hours for 2 PSDs during their regular shift for K9 care. K9 care will be paid at time and a half of the K9 Officer's hourly rate for 1 hour for 1 PSD or 1.5 hours for 2 PSDs when leave time is taken or a K9 Officer is on their regular day off and not away from the PSD for longer than 24 hours. If the K9 Officer has their PSD at an IMPD-approved kenneling facility they will not be eligible to receive K9 care. If another K9 Officer is approved to care for another K9 Officer's PSD they may be compensated 1.5 hours for 2 PSDs. K9 Officers will have the option to be compensated either in pay or by accumulated time off. Leave time taken in hourly increments should be submitted accounting for the time allotted for K9 care.

If a PSD is retired and the officer wishes to keep the dog, they will sign an agreement assuming all legal responsibility for the dog as a pet and indemnifying IMPD against future liabilities regarding the animal.

Section 9. Compensation Increases.

It is agreed that increases in the base salary and position pay of officers covered by this Agreement will not be implemented without prior consultation and agreement with the F.O.P., which agreement shall not be unreasonably withheld.

Section 10. Pension Contribution.

A. Provision for Active Officers Formerly Employed with the Indianapolis Police Department (hereinafter referred to as the "IPD") when Joining the IMPD and Officers Employed with the IMPD Beginning with the First IMPD Recruit Class of 2006.

The following paragraph applies to an officer formerly employed by the IPD who joined the IMPD as of January 1, 2007, or who became an officer of the IMPD as part of or after the first IMPD recruit class. Pursuant to I.C. § 36-8-7.5-8 and I.C. § 36-8-8-8, each officer with less than thirty-two (32) years of service contributes up to six percent (6%) of the salary of a first-class patrolman to the pension fund established by I.C. § 36-8-7.5-2 and I.C. § 36-8-8-4. As defined by I.C. § 36-8-1-11, the salary of a first-class patrolman is the 25-year Patrol Officer salary listed in Article VI Section 1 of this agreement.

B. Provision for Active Officers of the IMPD Formerly Employed with Marion County Sheriff's Department (hereinafter referred to as "MCSD") and Joining the IMPD.

The following paragraph applies to an officer formerly employed by the MCSD as a deputy and who joined the IMPD as of January 1, 2007. An officer who joined the IMPD pursuant to this section shall contribute four and one quarter percent (4.25%) of the officer's average monthly wages to the MCSD's Pension Fund. The MCSD shall make a contribution to the MCSD's Pension Fund that is no less than the contribution required of the Sheriff by I.C. § 36-8-10-12(e), exclusive of any voluntary contribution made by the Sheriff, subject to the terms of this Agreement.

Section 11. Deferred Compensation.

The City agrees to allow officers the option of continuing to participate in the deferred compensation plan through American United Life Insurance Company, a One America Financial Partner. The City will agree to allow the F.O.P. to add one additional financial vendor of their choosing for their members contingent on following proper public procurement laws.

Beginning January 1, 2025, the City agrees to contribute twenty-five cents (\$.25) for each one dollar (\$1.00) that an officer contributes to his or her § 457(b) account up to the maximum City contribution of:

2025: \$50.00 per pay

2026: \$50.00 per pay

2027: \$50.00 per pay

2028: \$50.00 per pay

ARTICLE VII

Fringe Benefits

The City shall maintain fringe benefit programs in a manner set forth in this Agreement.

These include:

Section 1. Health and Life Insurance Program.

A. General Provisions.

The City agrees to use its best efforts to maintain the current practice of offering a choice of health insurance plans to police officers. If the cost of any such plans should be increased or become uncompetitive during the term of this Agreement, or if any carrier should add or impose objectionable terms and conditions to its plan during the term of this Agreement, the City shall be entitled to cancel such plan and to select a different plan which provides employees

reasonably equivalent benefits and coverage after consultation with the F.O.P. Further, the City maintains the right, as set forth herein and referenced in Article VII, Section 2(C), to restructure its health care plans, which may include utilizing Health Savings Account and HRA accounts for employees. The parties agree to the implementation of spousal exclusion for the term of the agreement as long as it applies to all City/County employees equally.

For the term of this contract, the City agrees to offer a health insurance plan for single or family coverage for officers in which the City will contribute 85% of the cost of the premium. Any remaining premium amounts due in any health insurance plan offered by the City not covered by the City's contribution shall be solely the obligation of the officer. Notwithstanding the above, in no event will the officer's contribution be less than \$1.00 per month.

For calendar years 2025, 2026, 2027 and 2028, the City will provide the following insurance plans:

1. Max Deductible, lowest premium plan – City contribution of 98.3% of plan cost; Officer contribution of 1.7% of plan cost.
2. High deductible, low premium plan - City contribution of 90% of plan cost; Officer contribution of 10% of plan cost.
3. “Medium plan” - City contribution of 85% of plan cost; Officer contribution of 15% of plan cost.
4. Low deductible, high premium plan - City contribution of 81% of plan cost; Officer contribution of 19% of plan cost.

For the remaining term of the contract, the City agrees to provide a health care plan that is the reasonable equivalent to Subparagraph No. 2 the Medium Plan described above in which the City contributes 85% of the cost of the plan and the officer contributes the remaining 15% of the

cost of the plan. The dollar value of the City's contribution between and among such a plan and any other plans offered by the City, if any, shall not vary.

Additionally, the City's contribution shall never exceed 90% of the cost of any high, medium or low plan offered during the term of this contract; and an Officer's contribution shall never exceed 20% of the cost of any plan offered during the term of this contract.

B. Changes in Insurance Structure.

In the event the City changes its insurance structure, the City agrees the FOP will be advised and consulted during the process, but the final right regarding the Health Savings Account, HRA, or other offering continues to rest with the City.

C. Retiree Health Insurance.

The City and active officers shall contribute to a Retiree Health Insurance Fund (hereinafter referred to as the "R.H.I.F.") which shall be used solely to subsidize health insurance premiums to eligible retired officers (as defined below) who elect to continue in the City-sponsored health insurance program. The maximum per-month amounts to be contributed by each officer and the City are as follows:

Year	Officer	City
2025	\$60.00	\$50.00
2026	\$60.00	\$50.00
2027	\$60.00	\$50.00
2028	\$60.00	\$50.00

In the event the R.H.I.F Committee elects to have officers contribute amounts less than the maximum set forth above, the City's contribution shall not exceed a 2 for 1 match for the term of this contract.

For active officers who participate in City-sponsored health insurance, the contribution to the R.H.I.F. shall be realized through a reduction in the amount contributed to the cost of such officers' insurance by the City as set out in Article VII, Section 2, above. Active officers who do not participate in City-sponsored health insurance shall be given the opportunity to contribute to the R.H.I.F. through payroll deduction at the rate set forth above. Any active officer who at any time during his/her period of active service as an officer elects not to contribute to the R.H.I.F. shall not be eligible for a contribution to the cost of his/her health insurance at any time after retirement.

The F.O.P. and the Chief will establish a R.H.I.F. committee that will determine the amount of retiree health insurance benefits offered to retirees. R.H.I.F. contribution will be announced no later than the last day of November for benefits to be paid the following calendar year. If the committee commitment exceeds the total contribution, the active members' contribution will be increased to ensure the fund does not run short. The City shall have no liability in any shortfall.

At no time will more than 60% of a retiree's monthly health insurance premium be paid for by the proceeds of this fund.

The R.H.I.F. Committee shall be responsible for the best use of the funds. The Committee will be comprised of an equal number of employees and management not to exceed three (3) each. In the event of a committee deadlock, it shall be resolved by the Controller of the City of Indianapolis, the Chief and the President. Commencing in July 2007 and each year of the contract thereafter the City shall forward all unspent contributions (from both officers and the City) to an insurance trust established by the F.O.P. The mission of the insurance trust is to assist retired members of the IMPD with their health insurance needs.

- (i) Eligible retired officers shall be defined as:
- (1) Those retired officers with at least 20 years of service as officers with the IPD, who are over the age of 50 and less than the age of 65 and are currently participating in the City's-retiree health insurance program and receiving a contribution to their premium payment from the City pursuant to the provisions of the 1999-2002 contract between the FOP and the City.
 - (2) Those officers under the age of 65 with at least 20 years of service as an officer with the IPD, who retired prior to the effective date of the last contract and who have maintained City-sponsored insurance by paying the full amount of the premium. These officers shall be entitled to the City contribution to their health insurance premium beginning in the month in which they reach the age of 52. These officers may, at their option, discontinue their participation in City-sponsored health insurance and begin to pay the maintenance fee as described in subparagraph (5)(b) below; however, in no event will the maintenance fee exceed \$58.14 per month, plus an escalator commensurate with the salary increases of a 3rd year patrol officer as agreed to, which is 8% in 2025, 3% in 2026, 4% in 2027 and 4% in 2028. In addition, these officers must participate in employer-sponsored health insurance or maintain health insurance through a carrier licensed by the State of Indiana for a period of 18 months prior to the month in which they begin to receive a City contribution to the cost of retiree health insurance. Officers who meet the requirements of this sub-paragraph must re-enroll in City-sponsored health insurance during the open enrollment period prior to the year in which they reach age 52 or in any subsequent open enrollment period and then will be eligible for the City contribution effective on the date selected by the officer.
 - (3) Those officers with at least 20 years of service as an officer with the City, who are at least age 52 and less than the age of 65 and who retire during the term of this contract under the following conditions:
 - (a) The officers must declare their intent to retire and participate in retiree insurance during an open enrollment period designated by the City.

- (b) The officers must retire and enter into the retiree health insurance program immediately upon retirement.
- (4) Those officers who retire during the term of this contract with at least 20 years of service with the City and who are less than age 52, who either:
- (a) Maintain City-sponsored health insurance by paying the full cost of the premium. These officers shall be automatically entitled to the City contribution to the cost of City-sponsored health insurance beginning in the month in which they reach the age of 52, or
 - (b) Accept a civilian position with a City of Indianapolis or Marion County agency and maintain continuous health insurance in the City health insurance program or maintain such coverage through his/her spouse. Within 30 days of separation from that civilian employment and subsequent to his/her 52nd birthday, such retired officer may make application with the City and shall be entitled to the City contribution upon receipt of the application, or
 - (c) Participate in another employer-sponsored health insurance program or maintain health insurance through a carrier licensed by the State of Indiana for a period of 18 months prior to the month in which they re-enroll in City-sponsored health insurance and pay to the City a monthly amount equal to the sum of the officer's per month contribution and the City monthly contribution divided by 1743. As of December 15, of each year, these figures will be recalculated based on the number of officers at the time. These sums shall be added to the pool of funds available to subsidize the cost of retirees' health insurance and are not refundable unless the officer fails to meet the criteria for obtaining coverage by City-sponsored health insurance. Guidelines for the payment of these amounts shall be established by the City. Officers who fail to follow the guidelines shall forfeit their eligibility for the City contribution to the cost of City-sponsored health insurance. Officers who meet the requirements of this paragraph must enroll in City-

sponsored health insurance during the open enrollment period prior to the year in which they turn 52 or in any subsequent open enrollment period and will then be eligible for the City contribution effective on the date selected by the officer.

- (5) Officers with 20 years of service as an officer with the IMPD who retire during the term of this contract and are at least age 52 and less than the age of 65 and who either:
 - (a) Accept a civilian position with a City of Indianapolis or Marion County agency and maintains continuous health insurance in the City health insurance program or maintains such coverage through his/her spouse. Within 30 days of separation from that civilian employment such retired officer may make application with the City and shall be entitled to the City contribution upon receipt of the application, or
 - (b) Participate in another employer-sponsored health insurance program or maintain health insurance through a carrier licensed by the State of Indiana for a period of 18 months prior to the month in which they re-enroll in City-sponsored health insurance and pay to the City a sum equal to the officer's per month contribution and the City monthly contribution divided by 1743. As of December 15th of each year, these figures will be recalculated based upon the number of officers at the time. These sums shall be added to the pool of funds available to subsidize the cost of retirees' health insurance and are not refundable unless the officer fails to meet the criteria for obtaining coverage by City-sponsored health insurance. Guidelines for the payment of these amounts shall be established by the City. Officers who fail to follow the guidelines shall forfeit their eligibility for the City contribution to the cost of City-sponsored health insurance. Officers who meet the requirements of this paragraph must enroll in City-sponsored health insurance during any subsequent open enrollment period and will then be eligible for the City contribution effective on the date selected by the officer.

- (ii) No retired officer shall receive a City contribution to the cost of his/her City-sponsored health insurance unless he/she is eligible to retire pursuant to I.C. § 36-8-8-10 or I.C. § 36-8-7.5-12.
- (iii) No retired officer shall be eligible to receive a City contribution to the cost of his/her City-sponsored health insurance beyond the month in which he/she reaches the age of 65, except for any available Medicare "wrap around" supplement.
- (iv) Eligible participating retired officers who have a change in family status i.e. a marriage, death of a spouse, divorce, birth or adoption of a child, loss of coverage due to change in spouse's employment status, or change in eligibility status of a dependent child, must notify the City within thirty (30) days of this change in status and will be able to change the level of their participation in City-sponsored health insurance in accordance with the change of status upon such notification. If the City is properly notified of such change in status, the monthly contribution by the City will be adjusted to reflect the new participation level. In addition, eligible participating retired officers may change their health insurance coverage during the open enrollment period each year.
- (v) If an eligible retired officer is participating in City sponsored health insurance and is receiving the City contribution and then drops City-sponsored health insurance for any reason, he/she shall never again be eligible to participate in the City-sponsored health insurance program.

Any IMPD officer who: (1) was formerly a deputy with the MCSD at the time of consolidation, and (2) is retiring between age 50 and 52, and (3) is eligible to retire with an unreduced benefit and a minimum of 20 years of service, and (4) who has continued to participate in City sponsored health insurance or continued paying the required maintenance fee, shall be eligible to receive insurance contribution.

D. Surviving Spouse Health Insurance Contribution.

Pursuant to the provisions of federal law and I.C. §§ 5-10-8-2.2, 36-8-8-14.1(h), and 36-8-7.5-14.1(i), and recognizing that the statutory provisions control its obligations, the City agrees to provide and pay for health insurance coverage for the surviving spouse and for each natural

child, stepchild, or adopted child of an officer killed in the line of duty: (1) until the child becomes eighteen (18) years of age; (2) until the child becomes twenty-six (26) years of age; or (3) during the entire period of the child's physical or mental disability; whichever period is longest. The health insurance provided to a surviving spouse and child under this section shall be equal in coverage to that offered to active members. The offer to provide and pay for health insurance coverage shall remain open for as long as there is a surviving spouse or as long as a natural child, stepchild, or adopted child of the officer is eligible for coverage under subdivision (1), (2), or (3).

The parties agree that if any Indiana statute imposes an obligation upon the City, different than the foregoing, with regard to its obligation to provide and pay for health insurance coverage for surviving spouses and dependents, the City will comply with those statutory requirements.

E. Police Officers Injured in the Line of Duty.

The City agrees to contribute an amount equal to its contribution for active employees for insurance coverage for police officers who are on disability pension due to a line of duty injury. Such contribution shall end when the police officer becomes eligible for retirement (age 52) or becomes eligible for Medicare coverage as prescribed by 42 U.S.C. § 1395 *et. seq.*, or when the City terminates the health insurance program for active public safety employees unless the officer is determined to have by Indiana Public Retirement System (INPRS) to qualify for benefits at 60% or higher of Total Percent of First Class Salary, including officers who were disabled in the line of duty and were on the pre-1990 disability plan, in which case those employees will be eligible to maintain active employee insurance rates until they are eligible for Medicare coverage as prescribed by 42 U.S.C § 1395 *et. seq.*

An officer injured in the line of duty who remains on City-sponsored health insurance shall be entitled to a City contribution to the cost of retiree health insurance as described in Article VII, Sec. 2(D) when he/she becomes eligible for the retirement pension.

F. Police Officers Injured in Non-line of Duty Incidents.

Any IMPD officer who: (1) retires as a result of a non-line of duty disability, and (2) has continued to participate in City sponsored health insurance or continued paying the required maintenance fee, is eligible to receive insurance contribution up to their 65th birthday. The parties agree that this benefit shall be funded exclusively from the F.O.P. insurance trust via the unused funds that are returned each year from the City to the F.O.P. insurance trust as is described in Article VII, Section 2, Paragraph D (Retiree Health Insurance) of the contract. To the extent no funding is available in the FOP insurance trust to continue to fund this benefit, then this benefit shall terminate.

G. Insurance Advisory Committee.

The City and police officers must engage in mutual efforts to control the cost of health care. It is the intent of the parties that all employees will participate and in good faith attempt to achieve reasonable healthcare standards. An advisory committee consisting of 3 voting members shall be created to assist in developing the healthcare standards and in communicating the healthcare standards to employees. The voting members are: One member from the F.O.P, Lodge #86 (to be selected by the President), one member from AFSCME, and the Controller or his/her designee from the Office of Finance and Management. The City's healthcare advisor may sit on the advisory committee as a non-voting member. The Controller from the Office of Finance and Management or his/her designee shall serve as chairperson of the advisory committee. The recommendations of the advisory committee shall be made to the Controller of

the City of Indianapolis or his/her designee. The Controller of Indianapolis or his/her designee shall have final authority to establish and enforce healthcare standards. If the Controller of the City of Indianapolis (or his/her designee) does not accept the advisory committee's recommendation (in whole or in part), then he/she will submit a written response to the advisory committee explaining his/her reasons for rejecting the recommendation. For purposes of this provision, the term "healthcare standards" includes healthcare plans, plan designs, and all other aspects related to employee health insurance benefits for both active employees and retirees.

Section 2. Bonus Days.

On January 1st of each calendar year, sworn members are eligible for 12 bonus holidays for the year. Personnel hired after January 1st of the calendar year receive only those bonus holidays that occur after their date of appointment. Officers separating from the Department will owe the Department any bonus holiday time taken before the actual occurrence of the holiday. Officers will be allowed to carry over up to 6 bonus days per year. Bonus days may be taken in 1-day increments.

Section 3. Longevity Pay.

Effective January 1, 2025, longevity pay is rolled in as part of the base salary tables that are set out in Article VI, Section 1 of this Agreement.

Section 4. College Incentive Pay.

College Incentive Pay shall continue for the duration of this Agreement. The minimum rate will be \$250.00, \$500.00, and \$750.00 for one, two, and three years of college, respectively, and a total of \$1,000.00 for one four-year college degree. Those officers with a master's degree or doctoral degree from an accredited college or university shall receive an additional \$250.00 per year. In no event shall an officer be compensated for more than one four-year degree.

Section 5. Perfect Attendance Days.

Officers will earn one (1) paid perfect attendance day for each quarter calendar period worked in which less than one (1) day of sick leave has been taken. For purposes of a Perfect Attendance Day, on-duty injuries (including workplace exposure) will not be counted as sick leave. Up to five (5) perfect attendance days may be carried over from one (1) year to the next. Perfect attendance days must be taken in one day increments.

Section 6. Sick Leave.

The IMPD is to grant sick leave time to an officer when illness or injury prevents the officer from performing all full-time duties required of a law enforcement officer. Sick leave is to be used only for a personal illness or injury, doctor appointments, physical therapy, or other medically necessary appointments.

A. Sick Leave Plans.

The IMPD 720-hour sick leave plan pertains to all former members of the IPD and MCSD, regardless of hire date, but who are not in the accrued sick leave plan.

All officers under the 720 Hour Sick Leave Plan (90 Day Plan) are allocated 720 hours of sick leave time per year, beginning on January 1st of that year. This sick leave may be used for an off-duty accident, injury, or illness. This sick leave may not be carried over from year to year. Sick leave may be taken in shift, hour, or half-hour increments. Mark-offs are consecutive, from date of mark-off to date of mark-on, including regular days off.

The IMPD accrued sick leave plan pertains to former sworn members of both departments who were hired between the established dates under the accrued sick leave plan but excludes those who chose to opt out of this plan. This includes:

Former IPD officers hired between December 31, 1984 and January 1, 1993.

Former MCSD deputies hired between August 31, 1986 and January 1, 1993.

All officers under the accrued sick leave plan will earn up to 96 hours of sick leave time per year. Sick leave hours will accrue at a rate of eight (8) hours per month. No sick leave may be earned during any month in which the officer is on unpaid status for more than one-half of that month. No sick leave may be accrued while an officer is on disability leave. Accumulated sick leave will be carried over from one calendar year to the next. Sick leave may be taken in shift, hour, or half-hour increments. Mark-off days are consecutive, from date of mark-off to date of mark-on, excluding regular days off.

B. Catastrophic Illness/Injury

In the event an officer suffers a catastrophic illness or injury and it is believed that the officer would be able to return to full duty status within one year of the original mark off, the officer could apply for a catastrophic illness or injury sick leave. The catastrophic illness or injury documentation requirements will be in adherence with the conditions set forth in the donated time bank procedure.

The Donated Time Bank Committee and the Director of IMPD Human Resources for the City or the Deputy Chief of IMPD Administration (who will serve as an advisory member), will review the applications for catastrophic illness or injury sick leave and provide their recommendation to the Chief.

If the Chief approves the recommendation of the Donated Time Bank Committee that the officer is dealing with a catastrophic illness or injury, the use of the 720-hour sick time shall be applied retroactively to allow mark-off days to exclude regular days off.

Section 7. Vacation Leave.

A. Vacation leave for officers with less than five years of service:

1. During the first calendar year of service, officers appointed prior to May 1st are entitled to 80 hours of paid annual vacation leave.
 2. During the first calendar year of service, officers appointed May 1st through July 31st are entitled to 40 hours of paid annual vacation leave. The scheduling of vacation leaves for officers appointed in the mid-year is at the discretion of the individual's commanding officers.
 3. During the first calendar year of service, officers appointed on or after August 1st are entitled to 80 hours of paid annual leave effective January 1st of the next year.
 4. Officers in their second, third and fourth year of service are entitled to 80 hours of paid annual leave.
- B. Officers reaching the beginning of their fifth year of service prior to July 1st are entitled to 120 hours of paid annual leave effective January 1st of that same year. Officers reaching the beginning of their fifth year of service on or after July 1st are entitled to 120 hours of paid annual leave effective July 1st of that same year.
- C. Officers reaching the beginning of their tenth year of service prior to July 1st are entitled to 140 hours of paid annual leave effective January 1st of that same year. Officers reaching the beginning of their tenth year of service after July 1st are entitled to 140 hours of paid annual leave effective July 1st of that same year.
- D. Officers reaching the beginning of their fifteenth year of service prior to July 1st are entitled to 180 hours of paid annual leave effective January 1st of that same year. Officers reaching the beginning of their fifteenth year of service on or after July 1st are entitled to 180 hours of paid annual leave effective July 1st of that same year.

- E. Officers reaching the beginning of their twentieth year of service prior to July 1st are entitled to 240 hours of paid annual leave effective January 1st of that same year. Officers reaching the beginning of their twentieth year of service on or after July 1st are entitled to 240 hours of paid annual leave effective July 1st of that same year.
- F. In an officer leaves the Department in the same year in which he/she was hired, the vacation accrual and benefits will be pro-rated at the discretion of the Chief.
- G. Up to 112 hours of unused vacation leave time may be carried over to the next year.
- H. This policy applies to all merit ranks up to and including the rank of captain. The vacation leave policy for sworn personnel holding an appointed rank is determined by the Chief.
- I. Vacation leave time may be taken in half hour increments.

Section 8. Bereavement/Death Leave.

Upon the death of an immediate family member, an officer is eligible for five working days of death leave with pay. Additional accrued leave may be requested by the member if necessary. An immediate family member includes: spouse, mother, father, step-mother, step-father, son, daughter, step-child, brother, sister, half-siblings and step-siblings (brother and sister), grandparent, grandchild, domestic partner; in-laws, including father, mother, son, daughter, brother, sister; and grandparents, and other relatives who were residing with the officer.

Section 9. Trade Days.

Officers may be permitted to voluntarily trade workdays: 1) for a regular day off, or 2) with another Officer, subject to the advance approval of the immediate supervisor. Such traded regular work shifts shall be exempted from the computation of overtime hours. Trade days must

be balanced between participating Officers by the end of the 28-day work period and must be documented on the appropriate form.

Section 10. Leave of Absence.

Officers may be granted leaves with or without pay in accordance with Federal, State, or local law and as regulated by General Order. All leaves of absence shall be subject to the approval of the Chief or his/her designee.

Section 11. Master Designations.

The IMPD shall continue to maintain and qualify patrol officers and detectives for the Master Patrol Officer and Master Detective designations. An officer receiving and maintaining one of the master designations shall receive compensation in the amount of \$2,000 on an annual basis. The IMPD Career and Leadership Development Review Board shall review applications for the designations and present their recommendations to the Training Bureau Commander. The Training Bureau Commander will then submit the recommendation to the Chief for the designation.

Section 12. Donated Time Bank.

All sworn members of the IMPD may participate in the Donated Time Program.

"Leave Time" is defined as vacation time, bonus days, accumulated time off, and perfect attendance days.

"Immediate Family" is defined as, husband, wife, mother, father, brother, sister, children, step-children, or any relative or person living in the employee's household for whom the employee has custodial responsibility or where such a person is financially dependent on the employee and where the presence of the employee is needed.

"Catastrophic injury or illness" is defined as a life-threatening condition or combination of conditions affecting the mental or physical health of the officer or an immediate family member of the officer. The catastrophic injury or illness must require the services of a physician.

This program applies to officers who have exhausted all of their leave time and need to care for themselves or a member of their immediate family who has suffered or is recovering from a catastrophic injury or illness.

Officers must submit a request for donated time through their chain of command and to the FOP stating the reason for their request, the amount of time requested, and provide the required medical certification, all other necessary and/or requested paperwork and any requested historical information.

A 3-member board (hereinafter referred to as the "Board") will be established and a representative from City Human Resources will assist the Board by serving as a non-voting advisor. The Board will set guidelines and determine who is eligible to receive time from the donated time bank. The Board will consist of the President or his/her designee, the person who is currently number one on the current sergeant promotional list, and the Chief or his/her designee. The Board will meet within 10 business days of receiving a request for donated time. The decision of the Board will be final and is not subject to the grievance procedure set forth in this Agreement.

The Donated Time Bank will be tracked by the Board, which will be reported by the Board for information and reconciliation purposes to the Mayor and Human Resources. The time bank will never expire and all left over time will roll into the next year.

Officers wishing to donate time to the time bank shall do so in full day increments of vacation and accumulated time off. Bonus days and perfect attendance days may also be donated

to the bank. An officer who is granted by the Board the privilege of receiving donated time can receive such time in one (1) hour increments or full day increments.

Officers wishing to donate time will submit the required form through their chain of command, similar to the process currently used to request time off. There is no limit to the amount of time or when an officer can donate to the bank.

To be eligible to withdraw from the Donated Time Bank, Officers must donate a minimum of eight (8) hours between December 1st of one contract year to January 31st of the following contract year. Officers must have donated a minimum of eight (8) hours of leave time within the thirty-six (36) months prior to their request for time from the bank to be eligible to receive time from the Donated Time Bank.

Once an officer donates time to the bank, it is permanent and cannot be withdrawn.

Section 13. Request for Leave Time.

All requests for leave time are subject to approval of the officer's immediate supervisor. The immediate supervisor is obligated to make all reasonable efforts to concur with the request of the officer. Available staffing will be the primary consideration.

Section 14. Uniform Clothing Allowance.

Effective January 1, 2025, in addition to any other item of compensation, the City shall provide to each officer who is not a probationary patrol officer, a uniform clothing allowance of \$2,600 per year to purchase and maintain uniforms. In consideration of this payment officers agree to keep their uniforms neat, clean, and in good repair and to replace all worn out clothing as required by General Order. The annual uniform clothing allowance will be paid in each contract year in two equal payments, with the first payment being the first payroll in June and the second payment being made in the first payroll in December.

Section 15. Parental Leave.

Up to 12 weeks of paid parental leave will be paid to eligible officers as regulated by General Order.

Section 16. Certified Interpreters.

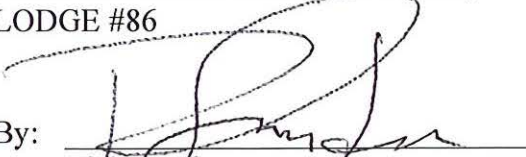
Effective January 1, 2025, a \$2,000 annual bonus will be paid to Certified Interpreters who fulfill all requirements set forth in IMPD General Order 3.33 as well as all requirements established by the City's Department of Human Resources to be a Certified Interpreter. A policy for Certified Interpreters will be developed by the City/IMPD by June 30, 2025 and implemented no later than September 30, 2025. Annual Certified Interpreter bonuses earned during calendar year 2025 will be retroactively paid back to January 1, 2025.

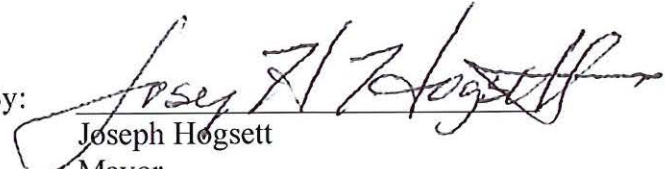
[SIGNATURES ON FOLLOWING PAGE]

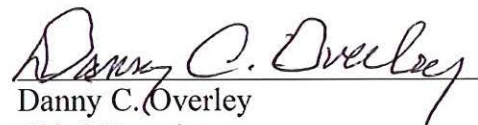
IN WITNESS WHEREOF, the parties hereto by their duly authorized officials have signed their names this 13th day of February 2025.

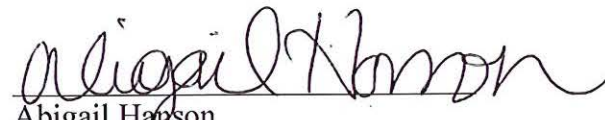
FRATERNAL ORDER OF POLICE,
LODGE #86

CITY OF INDIANAPOLIS


By: 
Rick Snyder
President

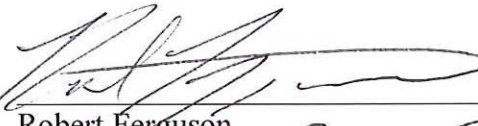
By: 
Joseph Hogsett
Mayor

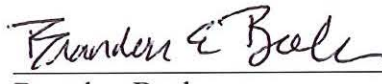
By: 
Danny C. Overley
Chief Negotiator

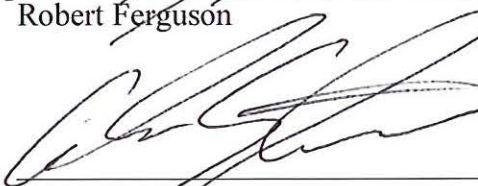
By: 
Abigail Hanson
City Controller

By: 
Marco Zaragoza

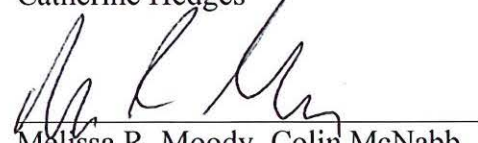
By: 
Twana Ellis
Director, Human Resources

By: 
Robert Ferguson

By: 
Brandon Beeler
Corporation Counsel

By: 
Adam Staab

By: 
Catherine Hedges

By: 
Melissa R. Moody, Colin McNabb

By: 
Leo T. Blackwell
Legal Counsel

