

AGREEMENT  
BETWEEN  
THE CITY OF TERRE HAUTE, INDIANA

&

I.U.P.A. LOCAL #133  
CIVILIAN SUPPORT STAFF



January 1, 2018 – December 31, 2019

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**CONTRACT AGREEMENT  
PREAMBLE**

This working Agreement is entered into on this \_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Terre Haute, by and through its Board of Public Works and Safety for the Civil City of Terre Haute, Indiana, hereafter called "City", and International Union of Police Associations Local #133, the sole bargaining agent for the members of the Terre Haute Police Department, hereafter called "Union".

The purpose of this working Agreement is to achieve and maintain harmonious relations between the City and the Unions which is the best interests of the community; to improve public safety which may arise; to further a mutual and voluntary effort to promote and maintain sound labor relations; and to establish other conditions of employment.

The parties of this Agreement shall cooperate fully to secure the advancement of the above stated purposes.

Section 1. This Agreement may be amended only by mutual agreement between the City and the Union. Supplemental agreements may be completed through good faith negotiations at any time during the life of this Agreement.

Section 2. The City agrees not to enter into any Agreement or contract with its members, individually, or collectively, which conflicts with its terms and provisions of this Agreement or any subsequent modifications of the same. Any negotiations shall only be through the Union representatives.

Section 3. If any provisions of this Agreement or the application of such provisions should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

Section 4. This Contract Agreement will supersede and take precedence over all other written or verbal agreements on the same subject matter addressed by this Contract Agreement and entered into prior to this Agreement. No order or rule can be issued by the Terre Haute Police Department that would contradict, supersede or violate the contract between the parties.

## DEFINITIONS

### Section 1. Specific Definitions:

- (A) **City** shall mean the Board of Public Works and Safety, for the City of Terre Haute, Indiana.
- (B) **Union** shall mean International Union of Police Associations Local #133.
- (C) **Members** shall mean all sworn Terre Haute Police Officers. Exceptions to this shall be the Chief of Police, Assistant Chief of Operations & Assistant Chief of C.I.D.
- (D) **Lodge** shall mean the Fraternal Order of Police Lodge #85.
- (E) **Manual of Rules** shall mean the Terre Haute Police Department Manual of Rules and all amendments thereto.
- (F) **General Order** shall mean a permanent written order issued by the Chief of Police or his Assistant Chiefs relating to a general circumstance or situation which standardizes procedures for all.
- (G) **Personnel Order** shall mean an order issued by the Chief of Police with regard to the appointment, assignment, or reassignment, promotion, demotion, suspension or dismissal or any of the members of the Terre Haute Police Department either sworn or civilian.
- (H) **Special Order** shall mean an order issued by the Chief of Police to cover a specific situation usually of a temporal nature, ordinarily not affecting the entire Department.
- (I) **On Duty** shall mean any time when a member is being compensated by the City and acting in an official capacity during his/her regular scheduled shift or when called to duty by the Chief of Police.
- (J) **Off Duty** shall mean any time when a member is not being compensated by the City.
- (K) **Pencil Book** shall mean a calendar book kept by the supervisors to plan manpower need for any given day in advance. Said book shall also be used to schedule vacation, holidays, and personal days in advance.
- (L) **Negotiation Team** shall mean a group of seven (7) active members of the International Union of Police Associations Local #133 in accordance with the local By-Laws.
- (M) **Communications Officer** shall mean members working as radio dispatcher.
- (N) **Probationary Officer** shall mean a member of the Police Department with less than one (1) year of time as a member of the Department.
- (O) **Civilian Complaint** shall mean a signed complaint made by a civilian that alleges that a member has violated a rule, general order, personnel order, or state statute in their presence.
- (P) **Departmental Complaint** shall mean a signed complaint made by a member of the Terre Haute Police that alleges that another member has violated a rule, general order, personnel order, special order or state statute in their presence.
- (Q) **Shall** means must.
- (R) **Disciplinary Action** mean reprimands whether written or oral.
- (S) **Adverse Action** is discipline that is subject to review by the Merit Commission (removals, suspensions and/or reductions in rank or pay), and does not include reprimands or counseling whether written or oral.
- (T) **Reprimands** shall mean anytime a member is counseled by a superior officer or Supervisor.

- (U) **Emergency** shall mean anything that would require an additional police presence including but not limited to: terrorist act; natural disaster; civil disobedience; chemical spill; major fire; or federal execution.

**Section 2. Rules of Interpretations:**

- (A) When a singular number is used it shall include the plural.
- (B) All references to member in the working agreement shall include both sexes; whenever the male gender is used it shall be construed as both male and female.
- (C) For informational purposes only, set forth herein are references to subject matters which are established and governed by statutes, ordinances and city policies including but not limited to the Manual of Rules and such may be modified, amended or deleted by the City and notice must be given to the Union within forty-eight (48) hours of adoption by the City Council. Any section may be modified, amended or deleted by the City irrespective of inclusion herein so long as it does not contradict the collective bargaining agreement already in place.
- (D) Nothing in this working Agreement shall prohibit the City or the City Council from modifying, amending or changing City ordinances and policies, including the Manual of Rules. Such modifications, amendments or changes may not conflict with any section of this Agreement in whole or in part except to the extent such action is authorized by law.

*ARTICLE 1*  
**NON-DISCRIMINATION**

The City agrees not to discriminate against any member because of race, ethnicity, creed, sex, religion, or political affiliation and/or beliefs. No clause or section of this Agreement shall violate, either in policy or principal, the Americans with Disabilities Act of 1992.

*ARTICLE 2*  
**AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS  
OF ALL PARTIES OF THIS AGREEMENT**

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

*ARTICLE 3*  
**NO STRIKES AND LOCKOUTS**

It is agreed that there shall be no strikes, walkouts, organized "sickouts", slow downs, or other actions or withholding of services by members that interfere with the operations of the City. It is also agreed that the City shall not directly or indirectly lockout any of the members covered by this Agreement.

*ARTICLE 4*  
**GRIEVANCE AND PROCEDURE**

The following shall be the established Terre Haute Police Department Grievance Procedure.

- A. An aggrieved member will attempt to solve his or her complaint with their immediate supervisor. If no agreement to the complaint has been reached within three (3) working days satisfactory to the aggrieved member, then the aggrieved member must file a written grievance within thirty (30) working days of the incident or situation that led to the grievance.
- B. A written formal grievance, using the Local #133 form, will be filed with the President of Local #133 through the Local #133 Shop Steward. The local #133 Executive Board shall review and make a decision to approve or disapprove the grievance in five (5) working days upon request of the Local #133 President. Upon approval, copies of the grievance will be forwarded to the member's immediate supervisor and through the chain of command to the Divisional Chief for which the aggrieved member is assigned.
- C. If the Local #133 Executive Board decides the member's grievance is invalid (and the grievance is NOT of a disciplinary nature), then the aggrieved member may appeal to the full membership at the next Local #133 monthly meeting. Written notification of the Local #133 decision and the grievance filed will be forwarded to the Divisional Chief.
- D. If it is determined by the Local #133 that there is a valid basis for the grievance, upon receiving the written notification of such decision aforesaid, the Divisional Chief will attempt to solve the problem with the aggrieved member and the member's immediate supervisor. The Divisional Chief will schedule a meeting with the aggrieved member and the member's immediate supervisor within five (5) working days of receiving written notification of the grievance. The Divisional Chief will be given written notification of his/her decision to all parties involved within fourteen (14) working days of his meeting with the aggrieved member and his/her supervisors. If a satisfactory solution has not been agreed on by all the parties, written notification of the grievance will be sent to the Chief of Police within seven (7) working days of the decision by the Divisional Chief. The Chief of Police will then be responsible to schedule a meeting with the aggrieved member and a Local #133 representative within five (5) working day of written notification of the grievance.
- E. The Chief of Police will review the grievance and make a decision on said grievance giving written notification of his/her decision to the aggrieved member and the Local #133 within five (5) working days of the meeting between him/herself and the aggrieved member.
- F. Should a solution not be reached in Step E above, it may be submitted to the Board of Public Works and Safety within fifteen (15) working days from the date of final action in Step E in the procedure detailed above. Any grievance not submitted within the time frame detailed above shall be deemed resolved.

- G. Upon notifying the Chief of Police/Employer of its intent to arbitrate, the Union shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrator in accordance with its then applicable rules and regulations. Either party may request a second panel of names. Upon receipt of the list from FMCS, the parties shall strike names alternately, with the party requesting arbitration striking first, until one (1) name remains. That person shall be the agreed upon arbitrator. That person shall limit his/her decision strictly to the interpretation, application, or enforcement of the specific articles and section of this Agreement and shall be without power or authority to make any decision.
1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement; and
  2. Granting any right of relief or any alleged grievance occurring at any time other than the contract period in which such right originated.
- H. The decision of the arbitrator made within his/her jurisdiction shall be final and binding on all parties.
- I. The cost of the services of the arbitrator, the cost of any proofs produced at the discretion of the arbitrator any other fees incurred due to the arbitration process will be split equally between the City of Terre Haute and IUPA Local #133. Each party shall be solely responsible for its own attorney's fees in proceedings under this Article.
- J. Members shall be given reasonable time off from duties to attend grievance hearings and will not lose wages or benefits as a result of the scheduling of grievance process.
- a. Members have the right to have a Local #133 Executive Board member accompany them at any and all meetings during the grievance process.
- K. For the purpose of this Article, the term "working days" shall mean Monday through Friday excluding holidays.
- L. The grievance procedure set forth shall be the sole and exclusive method of appealing and settling non-disciplinary contractual disputes between the employer and the bargaining unit employees and IUPA Local #133. Adverse Actions may be appealed to the Merit Commission and are not a subject for this grievance procedure.



**ARTICLE 5**  
**RIGHTS OF THE UNION**

- Section 1. There will be no restraint, interference, coercion, or discrimination against any Member in the legal exercise of any right to organize and designate representatives of their own choosing for the purpose of collective bargaining, presentation of grievances, labor-management related activity, representation of members before the City, or upon duly designated Union representatives acting as an agent of the Union on behalf of a member or group of members, in the bargaining unit.
- Section 2. In all matters, relating to personnel policies, practices, and other conditions of the employment, the City will adhere to the obligation imposed on it by law and this Agreement. This includes, in accordance with applicable laws and this Agreement, the obligation to notify the Union of any changes in conditions of employment, and provide the Union, upon request, an opportunity to meet and discuss those changes.
- Section 3. The Union will notify the City of the identity of its officers and representatives in writing. When additions/deletions to this list are made, the Union will notify the City at its earliest convenience.
- Section 4. Union representatives are authorized to perform and discharge the duties and responsibilities which are assigned to them by the Union in accordance with applicable laws, rules, regulations, this Agreement, and applicable supplemental agreements.
- Section 5. Union representatives will be permitted to leave their work sites to perform and discharge their representational duties after being properly relieved. This will be done in accordance with the following responsibilities:
- a. Local Union representatives desiring to perform and discharge their responsibilities must request the time from their supervisor prior to leaving the work area. When the City initiates the need for a representative, the City will coordinate with the affected supervisor and secure the representative's relief. If initiated by the Union, the representative will inform the supervisor of the anticipated time that the representative will be away from the work area, where the representative may be contacted, and the general nature of the function to be performed. It is understood that specific individual/problems will not be discussed.
  - b. For the purpose of representation (i.e. investigatory examinations, to assist a member with a problem, disciplinary meetings, etc.), the supervisor will ensure that the designated representative is expeditiously relieved. If the representative is unable to be relieved, the Union will designate another representative to attend; provided that this is not applicable to contract negotiations.

- c. For the purpose of pre-scheduled meetings to which the Union has membership, the City will provide the Union with a list of scheduled meetings for the month. If the Union designates a representative for these meetings, the supervisor will ensure that the designated representative is relieved to attend the meeting; and
- d. Upon returning to the work area, representatives will notify their supervisor. The supervisor shall calculate the amount of time used.

Section 6. The Union will be given the opportunity to be present at formal discussions and meetings between the City and Members covered by this Agreement concerning grievances, personnel policies and practices, and any other matter affecting general working condition of members covered by this Agreement.

The following procedures will be used in providing notice of a formal discussion/meeting to the Union:

1. Whenever possible, the City will notify the Local Union President, or his/her designee, at least forty-eight (48) hours prior to the scheduled discussion/meeting; and
2. Notification will include the date, time, and location of the discussion/meeting. Whenever possible, the notification should also include a brief description of the topic(s) to be discussed.
3. The Union will inform the City of who will represent the Union at the discussion/meeting. Relief for the Union representative will be accomplished in accordance with Section 5 of this Article.

Section 7. The Union has the right to refer allegations of misconduct by any other member, including representatives of the City, to the proper authorities.

Section 8. The City agrees that the Union shall be permitted to use departmental email and all departmental bulletin boards for information sharing between the IUPA Executive Board and members of IUPA #133.

Section 9. The Union agrees that it will only use these devices for informational purposes regarding Union activities and events. The Union further agrees that it will not use these devices for political advertising or the endorsement of any political candidate.

*ARTICLE 6*  
**LOCAL #133 BUSINESS**

The Local #133 is hereby granted at the discretion of the President of the Local #133, subject to the approval of the Chief of Police after consulting with him, the use of Civilian members, who are members of the Local #133 to perform Local #133 functions, which shall include, but not limited to, Board meetings, State and National conferences, legislative matters, Merit Board meetings and hearings, and City Council meetings. Time spent performing these functions shall not result in loss of pay. No duties will be performed under this Article that conflict with State "ghost employment" statutes.

Members who serve on the Wages and Negotiations Committee shall be permitted to attend any meetings in conjunction with the negotiation of future contracts between the City and the Union, while on duty, without loss of pay or benefits. Members who attend meetings on their own personal time shall be compensated by receiving overtime at the rate agreed upon in Article 18, Section 1.

*ARTICLE 7*  
**PAYROLL DEDUCTIONS**  
**(UNION DUES/F.O.P. DUES)**

- Section 1. The City and the Union agree that Union members in good standing may have allotments deducted from their regular paychecks for the payment of Union dues for the term of this Agreement in accordance with applicable law.
- Section 2. An eligible Member may only initiate allotment for the payment of dues to the Union through the Treasurer of the Union, after submitting a properly completed form to the Controller's Office. The Controller's Office shall process the form as a routine allotment change unless there is a question as to the accuracy of the information submitted, in which case the office shall contact a representative of the Union to resolve any questions.
- Section 3. The Union shall ensure that:
- A. All forms submitted by Members correctly reflect the amount of dues to be deducted from the pay;
  - B. All Members submitting a form are eligible for payroll allotments for the payment of dues.
- Section 4. Any change made in the amount of dues to be submitted to the Union shall only be changed by the Treasurer of the Local Union, by submission in the Controller's Office of a revised properly completed form.
- Section 5. The City agrees that it will forward all Union dues and/or any other payroll deductions, i.e. retirement payments to PERF and/or third party vendors such as VALIC, AFLAC,

etc., that provide retirement or additional insurance to the Members, to the respective vendors no later than ten (10) days after the semi-monthly payroll distribution. Should any delay beyond this agreed upon deadline occur, the City Controller will immediately notify the Union member of the delay, reasons for said delay, and expected date on which funds will be transferred.

Section 6. The I.U.P.A. shall maintain the current agreement they have with the City for their payroll deduction. Any change in this agreement shall be brought to the attention of the I.U.P.A. President prior to any changes taking place.

### *ARTICLE 8* **MANAGEMENT RIGHTS**

Subject to the terms of this Agreement, the Union agrees that it is the exclusive right of the City to:

Maintain order and efficiency in the operations of the Department, and determine the methods, means, organization, and personnel by which such operations are to be conducted.

Hire, direct, promote, discharge, maintain performance standards and/or discipline employees in accordance with existing laws governing the Terre Haute Police Department Merit Commission.

Operate and manage the work of the Department; including but not limited to hours of work, scheduling of meal breaks, training, instituting technological changes for improvements in operations, and require the taking of physical or mental test (if such test is to ensure the safety of the tested officer and/or the public). Testing will be conducted consistent with any existing standards of Indiana Public Employees Retirement Fund.

Allocate personnel, equipment, and other resources in a manner the Chief of the Department believes is in the best interest of public safety and the safety of personnel and in addition, all terms and conditions of employment not addressed in this Article or otherwise in this Agreement shall continue to be provided in and at the sole discretion of the City. All applicable laws for the City of Terre Haute and the State of Indiana shall apply.

The Chief shall be appointed to serve, at the pleasure of the Mayor, from the active Members of the Department.

*ARTICLE 9*  
**FAMILY LEAVE**

The City will provide benefits of the Family and Medical Leave Act of 1993 to Members covered by this Agreement. The terms of the Act will govern eligibility, application, and administration of any leave approved pursuant to the Act.

All members, while on leave pursuant to the provisions of the Family and Medical Leave Act of 1993, will adhere to all department sick leave policies and procedures as outlined in Article 10 of this agreement as well as all departmental sick leave policies and procedures.

*ARTICLE 10*  
**FUNERAL LEAVE**

Funeral leave means that in the event of a death in the Member's family they shall be entitled to funeral leave. Notice of need for funeral leave shall be presented to the Member's commanding officer as soon as possible under the circumstances.

Funeral shall be three (3) consecutive days of leave including the funeral date. A member shall be entitled to pay for any scheduled days of work missed while taking said leave. Additional time may be authorized by the Member's commanding officer upon verification by the Member of need for travel time or other special circumstances. The decision of the commanding officer as to the authorization of additional day of leave with pay may be appealed to the divisional Chief and/or Chief of Police.

The term **FAMILY** shall mean husband, wife, son, daughter, mother, father, stepson, stepdaughter, stepmother, stepfather, father-in-law, mother-in-law, brother-in-law, sister-in-law, brother, sister, grandparents, grandchildren, aunts, uncles and common law spouses. Under extenuating circumstances at the discretion of the Chief of Police or divisional Chiefs, funeral leave may be granted for other deceased persons.

*ARTICLE 11*  
**SICK LEAVE**

Members shall report sick only when they are suffering illness or injury which would prevent them from properly performing their assigned duties. Member shall report such sickness to their immediate supervisor up to eight (8) hours prior to the commencement of their regularly scheduled shift. Upon failure to make notification before the beginning of the Member's work shift, barring extenuating circumstances, the Member shall be considered to be absent without leave.

Sick leave may be used when a Member receives medical, dental, or optical examinations or treatment; is incapacitated for the performance of duties by sickness, injury or pregnancy and confinement; or is required to give care and attend to a Member of his/her immediate family.

Sick leave in excess of two (2) consecutive working days will require a doctor's statement to be given to a member's supervisor. The doctor's statement shall include the expected date of return and specify any limitations of duty. Officers that provide a doctor's statement shall not be downgraded on their evaluation.

In instances of illness or injury in excess of five (5) consecutive scheduled workdays the Chief of Police or the Board of Public Works and Safety may order said Member to consult a physician, psychiatrist or clinic of the City's choice regarding an examination for the purpose of obtaining a second opinion. Cost of such examination and/or testing shall be paid by the City or the City's EAP, or by the employee's insurance (in which circumstance the City will pay any deductible). In the event of a disagreement between the Member's physician and the physician appointed by the City, a third physician will be agreed upon between those two physicians or by the Board of Public Works and Safety if there is no such agreement within five (5) days. The majority of three (3) physicians ruling with regard to the necessity of continued sick days shall be binding upon the City and City's member.

The City shall provide paid sick days to full-time regular members, pursuant to the following formula:

Eligible Members shall accrue nine (9) sick days per year at a rate of one (1) per month to a maximum of seventy two (72) hours per calendar year. Sick days will accumulate to a maximum of sixty (60) days, or four hundred eighty (480) hours and may be carried over from one calendar year to the next. However, at any time, a Member is limited to an accumulation of unused sick days of a maximum of four hundred eighty (480) hours or sixty (60) days. Upon separation from the Department by a Member for any reason, City shall buy back one (1) sick days for every three (3) sick days accumulated.

Each member who works two (2) consecutive months without using any Sick Days will receive one (1) Reward Day or eight (8) hours for a maximum of six (6) Reward Days or forty-eight (48) hours per year. These days will accumulate to a maximum of one-hundred twenty (120) hours and may be carried over from one calendar year to the next.

In the event that any member wishes to donate accrued sick time to another member specifically or to a general bank maintained by the Chief of Police, the forfeiture of said sick time shall not cause the donating member to receive a lesser grade on any departmental evaluations.

*ARTICLE 12*  
**PERSONAL TIME**

The City of Terre Haute agrees that all secretarial and clerical employees of the Police Department shall receive four (4) personal days or thirty two (32) hours to be used at the member's discretion within one (1) calendar year. Personal days not used by year's end will be forfeited.

The City agrees that all secretarial and clerical employees of the Police Department shall receive one (1) additional personal day, or eight (8) hours personal time for the employee's birthday, which shall be used within four (4) working days of the employee's actual date of birth. Each member must have his/her additional personal day under this provision approved by a supervisor on or before January 31 of each calendar year.

*ARTICLE 13*  
**SALARIES**

Section 1. Salaries and monetary benefits for this Agreement for each fiscal year shall be decided annually by the Common Council of the City of Terre Haute through a "Salary Ordinance".

Section 2. In an effort to streamline the payroll process and allow for more efficient and cost-effective management strategies, the Union agrees that the City shall transition to a bi-weekly pay schedule, commencing on or after January 1, 2016. Members shall receive payment every other Friday with no delay.

*ARTICLE 14*  
**HOLIDAYS**

All Members shall be entitled to the same number of holidays as afforded all City Hall employees as set forth by the Common Council of the City of Terre Haute.

The City agrees all Members of the Terre Haute Police Department that are currently working a five and two (5 and 2) set of days on and off shall receive the same number of holidays off as all City Hall employees are given.

Members retiring from the Terre Haute Police Department shall be given the portion of unused holidays in pay as long as the holiday they are wishing to take as pay has already occurred and they have not yet taken it. The holidays will be taken in order as they occur in the calendar year.

In the event the Board of Public Works and Safety or the Mayor closes City Hall any additional hours or days other than the ones already outlined in the City Ordinance, all other Members not given the additional hours or days off, will be given same amount of hours placed in their compensatory book.

**ARTICLE 15  
VACATION**

The City agrees that all secretarial and clerical employees of the Police Department shall receive the following vacation schedule:

0-1 years:	After seven (7) months, one (1) day per month with a maximum of five (5) days.
1-5 years:	Ten (10) days..
6-10 years:	Fifteen (15) days.
11-15 years:	Twenty (20) days.
16-20+ years:	Twenty-Five (25) days.
21+ years:	Thirty (30) days.

When a Member reaches an anniversary that would bump him/her to the next vacation schedule, he/she shall receive the next highest vacation days in that year regardless of when the anniversary falls. Civilian members may carry-over vacation time from one calendar year to the next, however a member is restricted to a maximum of one-hundred twenty (120) hours vacation carried over.

**ARTICLE 16  
CALL OUTS/OVERTIME**

**Section 1.** The City agrees that when a Member is off duty and said Member is called out/in to testify in a criminal or civil trial or to attend a mandatory work-related function, said Member shall receive time and one-half (1½) for the actual time spent or a minimum of four (4) hours, whichever is greater.

**Section 2.** The City further agrees that a Member may bank overtime and utilize it in one of two ways. Overtime may be used as compensatory time off or paid out to the Member after a Member submits a written request to be paid for a certain number of hours. The maximum amount of overtime that can be banked by a member is 250 hours.



**Section 3.** Members with accrued overtime in excess of 250 hours shall be automatically paid for overtime/compensatory time above 250 hours on the last pay of each month, excluding the months of April, May, October and November. Members will be given the opportunity to be paid for banked overtime during the months of January, June, and November on a first come *basis* until the City's overtime budget is exhausted. Forty percent (40%) of the appropriated funds will be available in January. Members with accrued overtime above the maximum 250 hours will automatically be given priority with regard to payment for banked overtime only to the extent that those hours exceed 250. Members receiving payment for hours above the maximum can still be paid additional hours by submitting a request during the time overtime requests for payment are accepted.

**Section 4.** The City agrees that not less than \$375,000 will be budgeted annually for overtime payment under this Agreement. The City agrees that should additional funds for overtime be appropriated, those Members who submitted and were denied overtime payment shall receive first priority for payment.

**Section 5. Method of Payment.**

Determine the hourly rate of the individual filing for payment. Multiply the original hours by 1.5 and multiply those hours times the applicable rate. The result is the overtime amount to be paid.

**Section 6. Caps and Pay Schedules.**

- A. 100 hour cap per person during the January and June pay periods. 50 hour cap per person during the November pay period. The hours paid shall encompass the 1.5 comp calculations.
- B. Three (3) comp pays per year; January-June-November, with allotted funds, minus the funds retained for retirement and resignation, divided as outlined in Section Three.
- C. Any overtime funds not already committed to special overtime projects, retirements, or resignations, shall become part of the December payment.

**Section 7. Procedure to Request Payment.**

- A. The Administration shall circulate a notice that indicates they are accepting overtime requests.
- B. The notice shall designate the beginning and ending date for accepting requests for payment.

- C. Members shall forward each request for overtime payment via electronic mail to the Chief of Police.
- D. Payments will be made by using the date of the request to establish the order in which payments are received.
- E. Requests filed before the designated beginning date, or after the designated ending date, shall be considered invalid requests and not subject to payment.
- F. The department shall make compensation payments until they exhaust the allotted money for that scheduled pay period. Once the money for that pay period is gone, any payment requests that remain will be destroyed.
- G. No requests shall be carried over into the next payment period; each pay period shall require officers to submit new request forms.

**Section 8.** Upon separation from the Department for any reason, Member shall be paid all accrued overtime.

*ARTICLE 17*  
**RETIREMENT PAYOUT/EXIT CHECK**

Commencing January 1, 2018, members who separate from the department prior to twenty (20) years of service, shall be paid for accrued time (Vacation, Sick Time, Reward Days, Personal Days) not used by the member, in the form of an "exit payout." The exit payout shall be in the form of taxable payroll.

Members who separate from the department due to retirement, having served a minimum of twenty (20) years, may elect to have the exit payout transferred, pre-tax, to any tax-deferred retirement account without penalty.

Commencing January 1, 2018, accrued time shall be paid at the following rates:

Vacation Time	100%
Personal Time	100%
Sick Time	33%
Reward Time	50%

*ARTICLE 18*  
**LONGEVITY**

All secretarial and clerical Police Department Members, irrespective of rank/classification, shall receive additional compensation based on the length of service with said department (subject to cap at twenty (20) years of service).

Members shall receive compensation in the amounts designated on the following schedule:

- a) On the 1<sup>st</sup> anniversary of employment, an additional Two Hundred Dollars (\$200.00) per year.
- b) On the 2<sup>nd</sup> anniversary of employment, an additional Two Hundred Dollars (\$200.00) per year.
- c) On the 3<sup>rd</sup> anniversary of employment, an additional Two Hundred Dollars (\$200.00) per year.
- d) On the 4<sup>th</sup> anniversary of employment, an additional Two Hundred Dollars (\$200.00) per year.
- e) On the 5<sup>th</sup> anniversary of employment, an additional Two Hundred Dollars (\$200.00) per year.
- f) On the 6<sup>th</sup> anniversary of employment, an additional Two Hundred Dollars (\$200.00) per year.
- g) On the 7<sup>th</sup> anniversary of employment an additional Two Hundred Dollars (\$200.00) per year.
- h) On the 8<sup>th</sup> anniversary of employment, an additional Two Hundred Dollars (\$200.00) per year.
- i) On the 9<sup>th</sup> anniversary of employment, an additional Two Hundred Dollars (\$200.00) per year.
- j) On the 10<sup>th</sup> anniversary of employment, an additional Two Hundred Dollars (\$200.00) per year.
- k) On the 11<sup>th</sup> anniversary of employment, an additional Two Hundred Dollars (\$200.00) per year.
- l) On the 12<sup>th</sup> anniversary of employment, an additional Two Hundred Dollars (\$200.00) per year.
- m) On the 13<sup>th</sup> anniversary of employment, an additional Two Hundred Dollars (\$200.00) per year.
- n) On the 14<sup>th</sup> anniversary of employment, an additional Two Hundred Dollars (\$200.00) per year.
- o) On the 15<sup>th</sup> anniversary of employment, an additional Two Hundred Dollars (\$200.00) per year.
- p) On the 16<sup>th</sup> anniversary of employment, an additional Two Hundred Dollars (\$200.00) per year.
- q) On the 17<sup>th</sup> anniversary of employment, an additional Two Hundred Dollars (\$200.00) per year.
- r) On the 18<sup>th</sup> anniversary of employment, an additional Two Hundred Dollars (\$200.00) per year.
- s) On the 19<sup>th</sup> anniversary of employment, an additional Two Hundred Dollars (\$200.00) per year.

- t) On the 20<sup>th</sup> anniversary of employment, an additional Two Hundred Dollars (\$200.00) representing a maximum of Four Thousand Dollars (\$4,000.00).

*ARTICLE 19*  
**PENSION FUNDS**

- A. The City of Terre Haute agrees to maintain one hundred percent (100%) of the Member's monthly pension minus three percent (-3%) of the member's base salary, on behalf of all secretarial and clerical members of the Terre Haute Police Department into their respective pension funds. The employees shall contribute an amount equal to three percent (3%) of their respective base salaries per month toward their respective pension funds to be paid in equal portions deducted from each pay check.

*ARTICLE 20*  
**HEALTH/DENTAL/LIFE INSURANCE COVERAGE**

- A. Commencing January 1, 2018 and for each year of this Agreement, the City of Terre Haute will pay for and on behalf of each Member, both temporary and permanent, of the Police Department of the City of Terre Haute, Indiana, an amount equal to Seventy Percent (70%) of the annual premium for Health and Hospitalization Insurance, available without restrictions to each Member, under group insurance rates as a term and provision of this Agreement. The City's obligation hereunder shall be to assume and pay an amount equal to Seventy Percent (70%) of the group Health and Hospitalization Insurance charged either on a single or a family plan, such as individual Members may individually elect to be covered under. Such Health and Hospitalization Insurance shall be equal to or better than the coverage and schedule of benefits which are presently in force.
  
- B. Commencing January 1, 2018 and for each year of this Agreement, the City of Terre Haute will pay for and on behalf of each Member, both temporary and permanent, of the Police Department of the City of Terre Haute, Indiana and amount equal to Seventy Percent (70%) of the annual premium for Dental Insurance, available without restrictions to Members, under group insurance rates as a term and provision of the Agreement. The City's obligations hereunder shall be to assume and pay an amount equal to Seventy Percent (70%) of the group Dental Insurance charged either on a single or a family plan, such as individual Members may individually elect to be covered under. Such Dental Insurance shall be equal to or better than the coverage and schedule of benefits which are presently in force.
  
- C. Commencing January 1, 2018 and for each year of this Agreement, the City of Terre Haute will pay from and on behalf of each retired Member Seventy Percent (70%) of a single plan towards Health Coverage between ages 62 ad 65.
  
- D. At the time of a Member's retirement from the Department, said member shall select the health insurance coverage he/she would like to retain from the available plans the City offers. Said plan, or equivalent in the case of plan modifications, shall be the health insurance plan for the Member throughout their retirement.

*ARTICLE 21*  
**REQUIRED UNIFORMS/REIMBURSEMENT**

The City agrees that any Civilian Member being required to wear and maintain any uniforms established by the Department shall be reimbursed for the cost of those uniforms by submitting receipts for purchases to the Member's immediate supervisor.

*ARTICLE 22*  
**DRUG TESTING**

The City and the Union agree to comply with the existing ordinance on random drug testing. No on-duty officer may refuse to be tested, or be excused from testing, when selected under the system.

*ARTICLE 23*  
**INFORMATION SHARING**

The City and the Union agree that the Union shall be entitled to use departmental email for the purpose of information sharing with its members.

This information shall be limited to Union business only and shall not be of a nature that is adverse or derogatory to the City, the Terre Haute Police Department or any member thereof.

Electronic Mail shall not be used for political advertising or the endorsement of any political candidate.

*ARTICLE 24*  
**RECIPROCITY**

Whenever applicable modifications are made to the City of Terre Haute Police Department/Officers Collectively Bargained Agreement in respect to percentage based salary increases, Civilian Members shall receive the same percentage based salary increase as if negotiated herein.

*ARTICLE 25*  
**CONTRACT EXTENSION**

The City and the Union agree that in the event that a new contract is not agreed upon and signed prior to December 31, 2019 this Contract shall automatically extend and remain in force for a period of one (1) year or until a new agreement is executed.

*ARTICLE 26*  
**DURATION**

The term of this Agreement shall be from 0001 hours on January 1, 2018 through 2359 hours on December 31, 2019. The parties hereto agree to a reopener regarding Article 12 (Salaries) and Article 15 (Longevity) on an annual basis for the term of this Agreement.

**APPENDIX A**  
**Salary Ordinance**

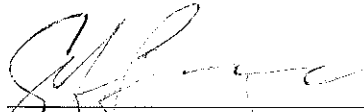


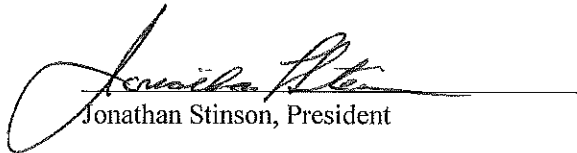
**ACKNOWLEDGMENT AND SIGNATURE**

We, the Board of Public Works and Safety, do hereby acknowledge and affirm this Agreement between the City of Terre Haute and I.U.P.A. Local #133 and agree with its content this 27<sup>th</sup> day of November, 2017.


**I.U.P.A. Local #133**

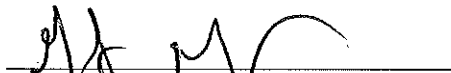
**CITY OF TERRE HAUTE BOARD  
OF PUBLIC WORKS AND SAFETY**

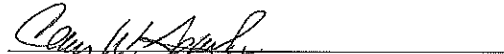
  
\_\_\_\_\_  
Stephen Lockard, President


  
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Jonathan Stinson, President

  
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Charles Burress, Vice-President


  
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James Trimble, Vice President

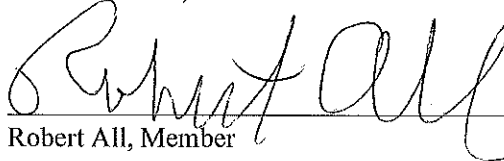
  
\_\_\_\_\_  
Greg Mosbarger, Treasurer

  
\_\_\_\_\_  
Cary Sparks, Secretary

  
\_\_\_\_\_  
Farron Stevens, Secretary

  
\_\_\_\_\_  
Roland Shelton, Member

  
\_\_\_\_\_  
Jesse Chambers, Shop Steward

  
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Robert All, Member

