

# **CONTRACT**

**Between**

**City of New Castle, Indiana**

**&**

**Members of the  
New Castle Police Department  
(John Kura Lodge #70, F.O.P.)**

**January 1, 2021 – December 31, 2021**

CONTRACT BETWEEN THE CITY OF NEW CASTLE, INDIANA  
AND MEMBERS OF THE NEW CASTLE POLICE DEPARTMENT  
(JOHN KURA LODGE #70 FRATERNAL ORDER OF POLICE)

THIS AGREEMENT is entered into between the City of New Castle, Indiana, (hereinafter referred to as the "CITY" or "EMPLOYER") and the members of the New Castle, Indiana Police Department, (hereinafter referred to as "FOP" or "OFFICER" or "EMPLOYEE"), WITNESSETH:

WHEREAS, the City and the Fraternal Order of Police John Kura Lodge #70 or their designee (hereinafter FOP) are interested in and are obligated to protect the citizens of New Castle, Indiana, and to generally protect the health, comfort, and the general well being of the citizens of New Castle, Indiana, and to enforce all ordinances and laws governing said citizens, and

WHEREAS, the City and the FOP recognize that the Indiana Laws regulate certain activities of both the City and the FOP and that neither party desires to disobey or violate any such laws, and

WHEREAS, the City and the FOP have decided that it would be in their respective best interest and in the best interest of the citizens of New Castle, Indiana, to enter into this agreement setting forth certain obligations, responsibilities and rights of the parties hereto concerning their employment relationship.

NOW THEREFORE, the parties hereto agree as follows:

**ARTICLE ONE**  
**Period of Agreement**

**Section 1. (Duration)** This agreement shall take effect January 1, 2021 and shall continue in force and effect until midnight, December 31, 2021.

**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.

**Section 3. (Separability)** In the event that any provisions of this Agreement are found at any time to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail; and if any provision herein 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 shall remain in full force and effect. The parties hereto agree to notify the other of any ruling in this regard.

**Section 4. Review of Agreement.** This agreement is subject to review and change for 2021 and subsequent years, and to that end the City of New Castle, Indiana, will select a review team to meet and discuss proposed changes with bargaining team of the FOP. Proposed changes in this

agreement shall be exchanged by May 15, 2021; and meetings of the review teams shall commence by June 15, 2021.

## **ARTICLE TWO**

### **Definitions**

1. Employer or City means the City of New Castle, Indiana.
2. FOP means the John Kura FOP Lodge #70 and the members of the New Castle Police Department.
3. Bargaining Committee means those members of the Police Department appointed by the FOP or elected by its members to serve as officers or members of the contract negotiation committee.
4. Employee means any member of the New Castle Police Department except the Chief and Assistant Chiefs of Police thereof.
5. Supervisor means any employee holding the rank of Sergeant or above.
6. Grievance means an alleged violation of a clause of this agreement or of the laws of Indiana or any misinterpretation or misapplication of the terms of this agreement.
7. Probationary employee means any employee who can be dismissed at the discretion of the Police Merit Board for a one-year probationary period. Employees with less than one years of service are excluded from representation by the FOP in disciplinary actions or grievance procedures.
8. Chief means the Chief of Police of New Castle, Indiana.
9. Board means the Board of Public Works and Safety of New Castle, Indiana.
10. Council means the City Council of the City of New Castle, Indiana.
11. Immediate family means the spouse, children, parents, guardian, grandparents, grandchildren, step-children, brother, sister, or in-laws of the same class as above set forth. For the purpose of bereavement, pay is restricted to current family.
12. Bargain collectively means the performance of the mutual obligation of the employer and FOP to meet at reasonable times and negotiate in good faith with respect to hours and conditions of employment and the execution of a written Agreement incorporating the results of such bargaining.
13. Work Week for all uniform officers working out of police headquarters shall be six days worked and three days off. Each work day being eight hours in length. The work week for non-uniformed officers working out of police headquarters shall be five days worked and two days off. Each work day will be eight hours in length.

## **ARTICLE THREE**

### **F.O.P. and City Rights and Obligations**

#### **Section 1. Conditional Recognition.**

- A. The City recognizes the FOP as the exclusive representative for all non-exempt members of the New Castle Police Department for the purpose of meeting and conferring with respect to salaries, fringe benefits and appropriate mutual concerns in the Police Department, provided such recognition is conditioned on the terms of Subparagraph B of Section 1 of this Article. The City shall not negotiate with, or make any collective

bargaining agreement or contract with any other employee group working in the classifications covered by this Agreement.

- B. It is understood and agreed that both parties reserve and do not hereby waive their respective positions before any agency or body created to administer the terms of a subsequently enacted ordinance or statute dealing with collective bargaining. It is further understood that this agreement, prior agreements, and practices thereunder, are non-precedent setting for either party with respect to issues of appropriateness of a bargaining unit or the supervisory status of any employees that may arise under any newly-enacted ordinance or statute dealing with collective bargaining.

**Section 2. F.O.P. Business Time Off.** Police Officers shall be afforded time off for FOP business as certified to the Police Chief by the FOP President without loss of pay. Any police officer serving on any Board or Committee or elected officer of the FOP, certified to the Police Chief by the FOP president, shall while on duty be allowed to leave his assigned duty station and attend any called meeting. Provided however, said Police Officer shall remain in service while attending called meeting.

On granted time off, the FOP shall notify the Chief officer at least three (3) days in advance of such FOP business, provided, however, the Chief shall not grant time off for FOP business, to some or all police officers requesting time off under this article, or allow such policemen to leave his duty station if a manpower shortage will be created hereby, the term "Manpower Shortage" defined by the Chief. Off duty police officers conducting FOP business approved by the Police Chief will be awarded compensatory time off. No off-duty police officer will receive overtime pay for conducting FOP business.

**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 Constitution of the United States, state statutes, and city ordinances, and any modifications made hereto, including any Executive Order issued by the Mayor or other officials so authorized by statute. 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 hire, assign, and direct the work of employees, including the right to assign work and overtime.
- d.) To maintain the statutory right of the Chief of Police to establish and revise Departmental rules and procedures for the administration of the Police Department.
- e.) That the provision of the Indiana Code as established in IC 36-8-3-4 shall be controlling over the city and the employee.

**Section Four. No Work Stoppage.** As the services performed by the employees covered by this agreement are essential to the health, comfort, and general well being of the citizens of New Castle, Indiana, the FOP agrees that in no event during the term of this agreement, will the FOP initiate, authorize, sanction, encourage, support, or engage in any strike, sick-out, concerted action, slow-down or work stoppage, or cease the continuous performance of their duties.

The FOP acknowledges that any conduct which violates this section threatens irreparable harm to the public. The FOP 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 offending FOP member employee that his/her activity is unprotected and not authorized, supported or ratified by the FOP.

#### **ARTICLE FOUR** **Miscellaneous**

**Section One. Bargaining Agent.** The FOP recognizes the bargaining agent for the City as the City Council or their designee as per state statute.

**Section Two. Access to Files.** An employee shall have access to view his or her personnel file during regular business hours. The employee may not remove any document from their personnel file but may make copies of all documents contained within. An employee may challenge any document contained within their personnel file believed to be inaccurate in writing to the Human Resource Director of the City of New Castle. The Human Resource Director shall direct investigation of all challenges made. In addition, if there is any comment adverse the employee's interest in his Personnel File, he may file a written response to the Human Resource Director. With the approval of the Chief, which approval shall not be unreasonably withheld, this response shall be attached to said adverse comments.

#### **ARTICLE FIVE** **Negotiations and Grievance**

Any police officer(s) on duty shall be afforded time off with pay to attend meetings between the Human Resource Director, Board of Public Works and Safety, Police Merit Board, and/or the Mayor as part of a negotiating committee or as a representative of the Fraternal Order of Police. Additionally, any Police Officer(s) on duty shall have time off with pay to attend any meeting between the Human Resource Director, Board of Public Works and Safety, Police Merit Board, and/or the Mayor if such meeting is specifically a part of the Grievance Procedure.

#### **ARTICLE SIX** **Grievance and Arbitration**

**Section 1.** Should any differences arise between the parties hereto concerning the interpretation or application of any of the provisions of this agreement, or should any member of the Police Department claim to have a grievance, the same shall be settled or adjusted in the following manner:

- A. The aggrieved along with a representative of the FOP, provided the aggrieved is a member in good standing, shall take the matter up with the Assistant Chief of Police of the aggrieved officer's assigned division for settlement or adjustment within (10) days of the occurrence. Should these parties fail to settle the matter within a period of (10) days, (Saturday, Sunday, and holidays excluded), the same shall be reduced to writing on forms provided for that purpose and state remedy desired and referred to (B) following.
- B. The aggrieved along with a representative of the FOP shall then present the written grievance to the Police Chief for settlement or adjustment. Should these parties fail to settle the matter within a period of two (2) days, (Saturday, Sunday, and holidays excluded), the same shall be reduced to writing on forms provided for that purpose and state remedy desired and referred to (C) following.
- C. In the event of failure to settle a difference to interpretation of application of any provisions of this contract, or failure to settle any employee grievance as provided in (B) above, the aggrieved along with a representative of the FOP shall notify the Board of Public Works and Safety of said City or its representative, and request a meeting on said grievance in writing. Should these parties fail to settle the matter within a period of five (5) days after meeting, (Saturday, Sunday, and holidays excluded), the same shall be reduced to writing on forms provided for that purpose and state remedy desired and referred to (D) following.
- D. In the event of failure to settle any difference as to interpretation of the application of any provisions of this contract, or failure to settle any employee grievance as provided in (C) above, the aggrieved along with a representative of the FOP shall notify the Human Resource Director of said City, and request a meeting on said grievance in writing. Should these parties fail to settle the matter within a period of five (5) days after meeting, (Saturday, Sunday, and holidays excluded), the same shall be reduced to writing on forms provided for that purpose and state remedy desired and referred to (E) following.
- E. In the event of failure to settle any differences as to interpretation or application of any provisions of this contract, or failure to settle any employee grievance as provided in (D) above, the grievance shall be forwarded to the Mayor and shall then be reviewed by the Mayor, and he may, or if requested in writing within five (5) days after receiving the grievance conduct a meeting with the aggrieved, and a representative of the FOP, to resolve the grievance. Should these parties fail to settle the matter within a period of five (5) days after meeting, (Saturday, Sunday, and holidays excluded), the same shall be reduced to writing on forms provided for that purpose and state remedy desired and referred to (F) following.
- F. If, after step (E) above, the grievance has not been resolved, the parties may, by agreement, submit the matter to a third-party mediator, will either choose the Federal Mediation and Conciliation Service for which there is no charge, or in

the event they agree to hire a third-party private mediator, shall share equally in the cost thereof.

- G. After the above methods of mediation have failed to produce a satisfactory agreement, between said employer and employee or employees the Board of Public Works and Safety and the FOP may jointly apply within two (2) days to the United States Arbitration Association for a list of seven (7) arbitrators. Upon written notice or receipt of said list to the aggrieved party by the non-aggrieved party, the parties shall alternately strike names from such list starting within two (2) days. The FOP shall strike first, and then the last remaining name shall be the sole arbitrator. The arbitrator shall have no authority to delete from, add to, or modify any provision of the contract. The decision of the arbitrator will be final and binding upon the parties hereto. The costs and expenses of any such arbitration shall be the responsibility of the losing party. The parties may mutually agree to mediation. Arbitration is at the option of the FOP.

## **ARTICLE SEVEN**

### **Employer Activities**

The City Agrees Not To Engage In The Following Practices:

- A. Interfere with, restrain, or coerce employees in exercise of rights granted in this Agreement.
- B. Terminate, interfere, or assist in the formation, existence, or administration of any employee organization, or contribute financial support to any such organization.
- C. Encourage or discourage membership in the FOP by discrimination in hiring, termination, promotion, training or other terms or conditions of employment.
- D. Discharge or discriminate against any employee or employees because he has filed any affidavit, petition, grievance or complaint, or give any information or testimony alleging violations of this Agreement or because he has formed, joined or chosen to be represented by the FOP.
- E. Discriminate against any employee because of sex, color, creed, age, national origin, association, non-association or affiliation, or discriminate in the application or interpretation of the provisions of the Agreement.
- F. The City shall not engage in any activity which will deprive any employee of liberty or property without due process of law or deny employee of equal protection by the laws.
- G. The City agrees to honor the law enforcement officer Bill of Rights (Article Eight) which provides employees with protection for certain rights enjoyed by other citizens.

## **ARTICLE EIGHT**

### **Law Enforcement Officer Bill of Rights**

- A. No employee will be ordered, or coerced in any manner to submit to a polygraph examination, lie detector test, or similar test, or chemical such as sodium pentothal or

- truth serum tests, or similar tests by whatever names call for any reason unless such employee shall demand said examination in writing.
- B. No employee shall be discharged, disciplined, or in any way discriminated against for refusing or declining to submit to a polygraph examination, lie detector test, or similar test by whatever name called.
  - C. An employer or agent shall not discharge an employee solely because of an alleged or actual opinion that the employee did not tell the truth during a polygraph examination, lie detector test, or similar test by whatever name called, except where valid and voluntary stipulation has been executed by the employer or his agent, and the employee prior to the examination.
  - D. No employee shall be required or requested, for purposes of assignment or other personnel action, to disclose any item of his 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 paragraph shall not prevent inquiries made by authorized agents of any governmental agency in accordance with acceptable legally established procedures.
  - E. Whenever any employee is subjected to interrogation by employees of the New Castle Police Department for any reason which could lead to disciplinary action, demotion, dismissal, or criminal charges, such interrogation shall be conducted under the following conditions:
    - 1. The interrogation shall be conducted while the employee is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.
    - 2. The employee under investigation shall be informed of the rank, name and command of the officer, and all persons present during the interrogation.
    - 3. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of all complainants.
    - 4. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
    - 5. The employee under investigation shall not be subjected to offensive language or threatened with transfer, dismissal, or any disciplinary action. No promise or reward shall be made as an inducement to answering any questions or statements.
    - 6. If the employee under investigation is under arrest or likely to be arrested as a result of the interrogation, he shall be completely informed of all rights prior to the commencement of the interrogation.
    - 7. Any employee, at request, shall have the right to be represented by counsel and/or FOP representatives prior to making of statements, written or verbal, concerning any act, incident or occurrence from which disciplinary action, criminal action, criminal prosecution or civil suit might result.
  - F. Any statement made as a result of an order of the Chief of Police or one of his Agents will be deemed as a coerced statement.
  - G. Employees will not be deprived of liberty or property without due process of law nor denied the equal protection of the laws.



- H. No employees will be favored or discriminated against nor disciplined, demoted or transferred for exercising any of the above rights or any right afforded him/her by the Contract.

**ARTICLE NINE**  
**Rules and Regulations**

The FOP agrees that its members shall comply with all Police Department rules and regulations including those relating to conduct and work performance and the Police Merit Board, not in conflict with this agreement. The City agrees that the Departmental rules and regulations which affect working conditions and performance shall be subject to the grievance procedure.

**ARTICLE TEN**  
**Prevailing Rights**

All rights, privileges, and working conditions existing at the present time, by the Police Department which are not included in this agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of the agreement unless agreed upon by the City and the FOP.

**ARTICLE ELEVEN**  
**Unrelated Work**

No officer will be required to perform any duties not related to normal service, enforcement or protection police duties.

**ARTICLE TWELVE**  
**Probationary Employee Assignment**

No probationary employee shall be assigned to a single man patrol or other single man duties until he/she has been employed for a period of six (6) weeks.

**ARTICLE THIRTEEN**  
**Seniority**

1. Seniority shall consist of the relative length of continuous service of each employee of the Police Department, since his/her last date of hire. If more than one employee has the same date of hire, the seniority shall be determined by reference to personal employee number.
2. An employee's length of service shall not be reduced by time lost due to sickness or injury.

3. A resigned or retired employee who is reinstated to the Police Department after serving a one-year probationary period is entitled to all previously earned longevity pay and vacation time. The reinstated employee is not entitled to any previously earned seniority pertaining to shift preference and vacation scheduling.
4. Seniority shall be used in the scheduling of vacations, shift preference, and layoffs of employees.
5. The Chief shall have the right to assign all supervisory personnel to a shift or to a particular division in the police department without regard to seniority.
6. Seniority in case of Layoff and Recall:
  - a. A layoff is hereby defined to be a necessary reduction of the work force of the Police Department. In case of layoffs, they shall be made in the reverse order of seniority. That is, the police officer with the least seniority shall be laid off first and the police officer with the most seniority shall be laid off last.
  - b. A recall is hereby defined to be an increase of the work force of the Police Department following a layoff. Recall shall be made by seniority with the police officer with the most seniority being the first officer recalled. All police officers, having been laid off, will be called back prior to the hiring of new applicants.
7. Each employee will have the opportunity to switch shifts based on seniority twice a year. Postings will be made one month prior to the effective date of the shift change. The effective dates of shift changes are April 15<sup>th</sup> and October 15<sup>th</sup> of each year.

## **ARTICLE FOURTEEN**

### **Work Week**

Work week for headquartered officers:

Uniform Division work week is a 27-day cycle divided into 9 work weeks

- Each week consists of 6 days consecutive working followed by 3 consecutive days off
- Each work day is 8 hours
- Upon approval from the shift commander schedules may be adjusted to accommodate changes in hours as long as the hourly requirements for the 27-day cycle are met.

Non-Uniform Division work week is 5 days working with 2 days off

- Upon approval from the division supervisor schedules may be adjusted to accommodate changes in hours as long as a 40-hour work week is achieved.

The standing work weeks for each division shall be as described in this Article 14 unless otherwise voted upon and approved by majority of the members of the applicable Division and approved by Department Administrators.

## **ARTICLE FIFTEEN**

### **Vacations**

The city agrees that each employee shall be entitled to six (6) workdays off for vacation for all employees who have been employed for less than one year, due after six (6) months from

date of employment. Twelve (12) workdays off for service of one (1) year to five (5) years of service. Eighteen (18) workdays off for service of five (5) years to ten (10) years of service. Twenty-four (24) workdays off for service of ten (10) years to fifteen (15) years of service. Thirty (30) workdays off for service of more than fifteen (15) years of service. These vacation days are to be with full pay. One vacation day equals daily rate pay of the officer turning in the vacation day.

## **ARTICLE SIXTEEN**

### **Holidays**

The city agrees that each employee shall be entitled to receive a day off or pay for all holidays currently in this contract. Any overtime worked on the recognized holiday shall be paid at the holiday rate of pay and not the officer's regular rate of pay. Holidays to be designated by the city. If the holiday falls on a scheduled day off, the officer will receive a holiday payback (day off) within a 3-month period. Pay and scheduling must be approved by the Chief. Formula for pay – Gross bi-weekly salary divided by 74 hours times 8 for uniformed officers. Gross bi-weekly salary divided by 80 hours times 8 for non-uniformed officers.

In lieu of Holiday Pay an employee may elect to take the holiday off and receive straight time pay for that day, manpower permitting as determined by his/her immediate supervisor. The scheduling of the holiday comp day will not result in any overtime payment by the New Castle Police Department.

Days recognized: The following days shall constitute the legal holidays observed by the New Castle Police Department and the FOP for the computation of holiday pay and/or time off. The holidays recognized for 2021 are:

New Year's Day  
Martin Luther King Jr. Day  
Lincoln's Birthday  
Good Friday  
Easter  
Memorial Day  
Flag Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Thanksgiving Holiday  
Christmas Day  
Christmas Day After  
New Year's Eve

**ARTICLE SEVENTEEN**  
**Bereavement and Paternity Leave**

Each employee shall be entitled to bereavement leave with pay for death of a member of the employee's immediate family. Bereavement leave and pay shall consist of the day of notification and five (5) workdays bereavement with an optional four (4) days off without pay. Bereavement shall not be cumulative. Each employee shall be entitled to paternity leave with pay. Paternity leave and pay shall consist of the day of birth or legal adoption and (5) workdays with an optional (4) days of without pay. Paternity leave shall not be cumulative.

**Compensation During City**  
**Office Closing**

The City agrees that should City Offices close as a result of a weather emergency, each member who is scheduled on day(s) of closure will receive a payback day(s) (shift off with pay) within a 3-month period. They shall be paid at the prevailing straight time of the rank held. The scheduling of the compensation day will not result in any overtime payment by the New Castle Police Department.

**ARTICLE EIGHTEEN**  
**Insurance**

- A. The City agrees to pay ninety-five percent (95%) of the Major Medical, Vision, Dental, and Co-Pay Prescription Plan. The city agrees to continue to carry such a plan during the term of this contract.
- B. Insurance Deductibles: In Network/ \$250.00 per individual and \$500.00 per family. Out of Network/ \$500.00 per individual and \$1000.00 per family. The City will maintain all benefits in the current policy contract and in the event the "Deductible Amount" must be changed during the period of this contract, the City agrees to add that amount to the salary line.
- C. The City further agrees to carry and pay for a Twenty thousand-dollar (\$20,000.00) life insurance policy on the life of each employee hereto.
- D. The City agrees to provide insurance for retired policemen pursuant to Retirement Ordinance No. 2734.

**ARTICLE NINETEEN**  
**Pension Plan**

In order to improve the economic well being of the employees, the parties agree, that a Pension Plan has been placed in effect which covers all employees and that the City will continue such Pension Plan pursuant to the laws of the State of Indiana.

## **ARTICLE TWENTY**

### **Sick Leave**

When a police officer is absent from work due to sickness or injury, he shall at the request of the Chief every four (4) working days submit proof of his disability with a report from his personal physician. Any police officer absent from work due to sickness or injury is restricted from any type work.

Any police officer absent from work shall receive his regular pay if due proof of his disability is certified by the Chief by a decision from a physician, until such time the police officer is placed on temporary or permanent disability pension. Any police officer absent from work due to sickness or injury with or without a doctor's decision, working or participating in activities, unless physical activities are physician's prescribed therapy, shall be ordered to return to work immediately. Failure to do so shall be just cause for disciplinary action.

## **ARTICLE TWENTY-ONE**

### **Reinstatement After Disability**

- A. When a police officer's absence from work is due solely to disability resulting from sickness or injury and due proof of the disability is given to the Chief, he shall return to work provided he passes a medical examination if the Chief requests, and the police officer presents to the Chief a physician's report of proof of his condition or ability to perform available work. If the disposition made as the result of any such examination is not satisfactory, the police officer may ask to discuss the matter with his FOP representative and the Chief. The Chief will arrange for him to do so. If a grievance on the matter is submitted, it may be referred to Step E of the grievance procedure. The FOP may then take the grievance up with the Mayor. In proper cases, the parties may select an independent physician to resolve the conflicting medical findings of the employee's personal physician and the city's physician with respect to determining the employee's ability to perform duties of the available work. The selection of an independent physician by the Mayor and the FOP will be made within six (6) working days from the date the matter was referred to the Mayor. Cost will be paid by the City. The decision of the independent physician shall be final and binding on the City, the employee involved, and the FOP.
- B. If a police officer claims he/she is unable to perform the duties of the available work and the Chief disputes the claim, the issue shall be submitted to an independent physician, provided consultation between the employee's personal physician and the City's physician or physicians acting for the City does not resolve the conflicting medical findings. The independent physician shall be selected by the FOP and the City within six (6) working days from the date the dispute arose. The employee shall submit to a physical examination by the independent physician who shall submit a written report of his findings and conclusions. Cost of such examination shall be paid for by the City. The decision of the independent physician shall be final and binding on the City, the employee involved, and

the FOP. Should the FOP and the Mayor fail to agree on an independent physician a specialist will be selected by the City's physician and the employee's personal physician.

## **ARTICLE TWENTY-TWO**

### **Wages, Salary, and Economic Issues**

The parties agree that the amount of an employee's salary and other economic issues shall be subject to negotiation under the provisions of this Agreement and that each party shall begin to negotiate on such matters before May 15<sup>th</sup> of the year prior to the expiration of this Agreement so agreement can be reached by the parties prior to the budget deadlines set by the state law.

#### 2021 Salary Structure

Captain	\$1,904.00 bi weekly
Lieutenants	\$1,824.00 bi weekly
Sergeants	\$1,760.00 bi weekly
Investigator/ADTF	\$1,760.00 bi weekly
First Class Patrol Officer	\$1,697.00 bi weekly
Probationary Police Officer	\$1,476.00 bi weekly

## **ARTICLE TWENTY-THREE**

### **Uniform Allowance and Regulations**

Each employee of the New Castle Police Department, with the rank of First Class Patrolman and above, shall on the one-year anniversary of their date of hire, and annually thereafter, receive a clothing and equipment allowance of \$1,200. The allowance can be used for any law enforcement related clothing, equipment, or specialty gear. This clothing and equipment allowance are not subject to pro-ration. In addition to this allowance, the city agrees to pay half the cost of any gear damaged or lost in the line of duty. The above would not include protective body armor covered under Article 27 of this agreement. Any officer assigned to the K-9 Division or S.W.A.T. Team will receive an extra \$100 added to their annual allowance. Each officer will have three options for receiving the payment of the clothing and equipment allowance. Each officer is to notify the Chief of Police, or designee, on or before January 15, or the following normal business day, of their choice for payment. Any officer that fails to notify the city by this date or purchases an item on a city account will automatically be deemed to have chosen Option#3.

Option #1 – The clothing and equipment allowance will be paid to the officer in full by no later than the next pay cycle following February 1. Applicable taxes will be deducted from the total amount paid in accordance with the officer's normal tax deductions. Officers that choose this option will not be permitted to make any purchases on city accounts with any city vendors.

Option #2 – The clothing and equipment allowance will be divided in half. Half of the total allowance will be paid directly to the officer by no later than the next pay cycle following

February 1. Applicable taxes will be deducted from this half of the allowance in accordance with each officer's normal tax deductions. The remaining half of the allowance will be paid to the officer by allowing the officer to purchase items on a tax-free account from approved vendors that have an account with the city Police Department. All stipulations governing the use of account purchases set forth below under Option #3 must be followed for the use of the second half of the allowance.

Option #3 – The clothing and equipment allowance will be paid to the officer by allowing the officer to purchase on a tax-free account any item from approved vendors that have an account with the city Police Department. The officer will need to have made all purchases on or before December 1, or the following normal business day. Officers are responsible for any charges to an account that exceed their designated clothing allowance amount. There will be no reimbursements made for items purchased off of an account, except for on-duty work clothing and attire only. The officer must submit a sales receipt to be reimbursed, but sales tax will not be reimbursed. Only a maximum amount of \$500.00 may be used from an officer's clothing allowance for any one single item purchased. If an officer purchases an item over the amount of \$500.00, the officer may still use \$500.00 of the allowance towards the purchase and pay for the difference personally. Any firearm purchased through a vendor account must meet the requirements for firearms set forth in the New Castle Police S.O.P. Manual. It is the city's responsibility to maintain no fewer than four (4) accounts with local vendors that supply police duty clothing and equipment. At least one (1) of the four vendors must be a vendor that accepts internet orders. A list of the approved vendors will be posted at all times and immediately updated if a vendor changes. The city will also permit the purchase on account of cellular phones and service charges through the Henry County cellular service contract. If the number of accounts is not maintained as listed above, the city will permit the reimbursement for items purchased off of account. Items that are purchased off of account must be approved prior to the purchase.

## **ARTICLE TWENTY-FOUR**

### **Longevity Pay**

In addition to any salary or other economic benefit, each employee shall receive an additional sum of twenty-one dollars (\$21.00) per pay for each period of four (4) years of continuous service to the department.

### **(HIRING BONUS)**

New hired qualifying officers will be paid a one-time hiring incentive upon completion of their probationary period and being promoted to First Class Patrolman and successful completion of the Indiana Law Enforcement Academy (if not previously certified). No more than a \$1,000 payout.

- Associate's Degree being \$500.00
- Bachelor's Degree being \$1,000.00
- 4 years of honorable military service being \$1,000.00
- Valid ILEA Tier Once Certification prior to hiring being \$1,000.00

## **ARTICLE TWENTY-FIVE**

### **Court Appearance Pay**

Court Pay will be given in the same manner as normal overtime pay/time compensation is currently given, with a (two) 2-hour minimum pay. Any time after (two) 2 hours will follow standard rules of overtime. This will be per day, not per case. If an employee is already working his/her normal duty shift, that employee may not use time compensation to take time off and then request Court Pay. A meeting with the prosecutor, or staff, does not qualify as Court Pay, but will follow normal overtime procedure.

## **ARTICLE TWENTY-SIX**

### **Proficiency Pay and Special Duties Pay**

- A. The city agrees to pay all employees a proficiency pay for employees that perform duties that are above and beyond the normal duties required by every officer. This will include duties that are performed that require special schooling, training, testing, or special knowledge not required for normal police duties. Proficiencies will be determined by the Chief of Police and paid at the rate of \$25.00 Bi-weekly.
- B. The city and the Chief of Police agree to extend the opportunity to gain a special skill or knowledge to all employees in order to obtain proficiency pay.
- C. No employee will be eligible to receive more than (2) proficiency pay.
- D. Proficiency pay must be certified by the Chief of Police and approved by the Board of Public Works and Safety.

#### **PROFICIENCY PAYS**

Breath Analyzer	\$25.00 bi weekly
DARE Instructor	\$25.00 bi weekly
SWAT	\$25.00 bi weekly
ILEA Instructor	\$25.00 bi weekly
Major Incident Team Member	\$25.00 bi weekly
Hostage Negotiator	\$25.00 bi weekly
IDACS Certified	\$25.00 bi weekly
F.T.O.	\$25.00 bi weekly
Drug Recognition Expert	\$25.00 bi weekly
EMT	\$25.00 bi weekly
K-9	\$25.00 bi weekly
Accident Reconstructionist	\$25.00 bi weekly
SRO	\$25.00 bi weekly

(Only two extra duty pays per individual)

- E. If a Patrolman is the Officer In Charge, O.I.C., for an entire shift they will receive O.I.C. pay. O.I.C. pay is the equivalent of the difference between Patrolman and Sergeant for one day. O.I.C. will be defined and approved by the Chief of Police.

## **ARTICLE TWENTY-SEVEN**

### **Special Equipment**

- 1. The City agrees to provide soft body armor for every officer in the department, the Chief will provide a Standard Operating Procedure (SOP) stating the usage for all officers. The



- chief will prepare a plan allowing for the replacement of body armor per manufacturers specifications in a manner consistent with sound budgetary practices.
2. The city agrees to maintain a fund for the purchase of all special firearms and ammunition for these firearms and extra ammunition for the training of officers in the use of these special firearms.
  3. The city further agrees to continue to provide ammunition for the practice and training of all officers in the use of their duty weapons.
  4. Officers shall qualify on the FOP qualification pistol range a minimum of four times per year, or in compliance with applicable state statutes. Once per year duty ammo will be used during one of the four yearly qualification attempts and new duty ammo will be issued following its yearly usage.
  5. Ammunition costs for qualification requirement shall be provided by the City.
  6. The city will reimburse an officer for adding safety glass to prescription glasses purchased through the city's eye care insurance coverage. The officer will need to bring a paid bill indicating the amount for the "safety glass" to the Chief so that the reimbursement can be processed.

## **ARTICLE TWENTY-EIGHT**

### **Attendance Award**

Each member who works from January 1<sup>st</sup> to January 31<sup>st</sup> without using any sick shift or day during the 1-month period will be awarded one shift off with pay. The same attendance award shall follow every month to December 31<sup>st</sup>. These days off will be scheduled with the member's immediate supervisor, they shall not be counted towards any payment of overtime, they shall be paid at the prevailing straight time rate of the rank held. The scheduling of the awarded day off bonus will not result in any overtime payment by the New Castle Police Department. This award is not accumulative and must be taken in the succeeding 1 month period following the 1-month period it was earned.

## **ARTICLE TWENTY-NINE**

### **Leave of Absence**

Police officers may be granted leaves with or without pay in accordance with Federal, State, and Local law. All leaves of absence shall be subject to the approval of the Chief of Police and the Human Resource Director.

Eligible employees will be granted up to twelve (12) unpaid work weeks of leave during any twelve (12) month period to recover from a serious health condition, care for a newly born or adopted son or daughter, or care for a spouse, parent, son or daughter who is suffering from a serious health condition. A leave is equally available to men and women.

In any case in which a husband and wife entitled to family leave are both employed by the City, the aggregate number of work weeks of leave to which both may be entitled may be limited to

twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child.

To qualify for this leave, the following stipulations apply:

- (A) An employee must have been employed by the City for at least twelve (12) Months and have worked at least 1250 hours during the twelve (12) months before the leave is requested.
- (B) The parent must be the biological parent of the employee or an individual Who stood in place of a person standing in as a parent.
- (C) The son or daughter must be the biological, adopted or foster child, a Stepchild, a legal ward, child of a person standing in as a parent.
- (D) A serious health condition is an illness, impairment, or physical or mental Condition involving either inpatient care or continuing treatment by a health care provider.
- (E) This request must be returned to the Board of Public Works and Safety at Least thirty (30) days in advance of the leave, this request must be returned to the Board of Public Works and Safety as soon as practical. In the event of an emergency, you must provide notice to the Board of Public Works and Safety as soon as possible after the need arises. In any event, the Board must be advised within forty-eight (48) hours or by the next business day after the occurrence of the emergency necessitating the leave.  
Employees must use all his/her paid vacation and personal paid days off up to a maximum of thirty (30) days for any part of the twelve-week mandated period, before going on unpaid leave. A twelve-week extension may be granted in exceptional circumstances.
- (F) In addition to the request for the leave, employees must provide Documentation from a health care provider stating that he/she is unable to perform his/her job duties because of the serious health condition or that the employee is needed to care for the family member.
- (G) Employees are to return to either the same or equivalent position when the Leave ends.
- (H) The employee will be responsible for his/her share of health insurance costs During the leave, if they are eligible.
- (I) It is intended that this ARTICLE comply with the Family and Medical Leave Act of 1993 and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with the agreement.

### **ARTICLE THIRTY** **Pre-Tax Deduction Benefits**

The City will provide pre-tax deduction of the employees' cost of the City's Major Medical/Dental/Vision Insurance in accordance with Section 125 of IRS code. Other Section 125 benefits may be provided upon further agreement of the parties. Further, in compliance with Section 457 of IRS code and all other applicable federal and state laws, the City will provide

opportunity for employees to contribute to a deferred compensation plan through the State of Indiana's Hoosier S.T.A.R.T. program.

### **ARTICLE THIRTY-ONE** **Reserve Officers**

Reserve officers have a 16 hour monthly in-service duty requirement. The Reserve officers will only be used by the city in situations where extra manpower is needed. All scheduled overtime will first be offered to all full-time officers. In the event that no full-time officer wants the scheduled overtime, a reserve officer may be used. In the event of departmental lay-offs, the reserve officer program will be suspended until such as time that all full-time officers are recalled from lay-off.

### **ARTICLE THIRTY TWO** **Vacation Reimbursement**

The parties agree that employees may receive pay in lieu of vacation for up to three days at the end of the year if budget allows. Employees that have earned three perfect attendance days will be allowed to receive pay for three vacations days. Employees must submit their request by October 15<sup>th</sup>. The city will inform employees no later than November 2<sup>nd</sup> of each year if funds are available.

### **APPENDIX** **Overtime Computation**

#### **Uniform Officers**

These officers have a nine (9) day work week. They work six days on and three days off. The department has therefore determined that the appropriate work cycle is 27 days. In that 27-day work cycle an officer is being paid for 144 hours worked. For hours worked between 144 hours and 165 hours an officer would receive straight time pay at the hourly rate of the officer. For hours in excess of 165 hours in a 27 day pay cycle and in accordance with the FLSA the officer will receive one and ½ times pay the regular hourly rate of the officer.

#### **Non-Uniform Officers**

These officers have a seven (7) day work week. They work five days on and two days off. The department has therefore determined that the appropriate work cycle is 21 days. In that 21-day work cycle an officer is being paid for 120 hours worked. For the purpose of establishing a rate, all Non-uniform Officers rates will be established based on the Uniformed Officers calculations then follow the 21-day work cycle. For hours worked between 120 hours and 128 hours an officer would receive straight time pay at the hourly rate of the officer. For hours in excess of 128 hours in a 21 day pay cycle and in accordance with the FLSA the officer will receive one and ½ times pay the regular hourly rate of the officer.

#### **Call- Outs**

In addition to the above, any employee called into work from a non-duty status to perform a specialty/proficiency or for an emergent need of the department as determined by the Chief of Police (i.e. riot, natural disaster, mass casualty), shall be paid at an overtime rate of one and ½

times pay the regular rate of the officer of qualifying overtime. This shall not include scheduled overtime or overtime for manpower.

The following specialties and /or situations will result in immediate compensation at a rate of time and a half.

1. Major Incident Team (MIT)
2. Hostage Negotiator
3. Special Weapons and Tactics (SWAT)
4. Drug Recognition Expert (DRE)
5. K-9 Unit
6. Accident Reconstruction

All officers, regardless of specialties held, will qualify for time and a half compensation in the event of an emergent call-out. An emergency call-out is a situation where an officer is forced in due to an emergency requiring additional man-power or held over for reasons of the same. Examples would be riots, shootings, perimeter support, etc....Examples of what does not qualify for time and a half compensation would be manpower hold-over or call-ins, staying late to complete paperwork, or being forced on-duty to correct deficiencies which should have been completed during on-duty time and/or at the request of the prosecutor's office. The Asst. Chief or Chief Police would be the deciding authority on what does or does not qualify for time and a half compensation. Any disagreements regarding what does or does not qualify may be resolved through the grievance procedures.

In addition to the above, any employee called into work from a non-duty status to perform a specialty/proficiency assignment or for an emergent need of the department, as determined by the Chief of Police (i.e. riot, natural disaster, ass casualty), shall be paid at an overtime rate of 1.5 times pay the regular rate of the officer of qualifying overtime, or 4 hours at an overtime rate of 1.5 times pay the regular rate of the officer qualifying for overtime, whichever is greater. This shall not include scheduled overtime or overtime for due to insufficient staffing or lack of manpower.

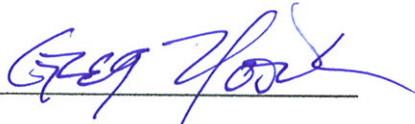
### **Compensatory Leave Time**

An officer may elect to take compensatory time, in accordance with FLSA, at a rate of not less than one and one-half hours for each overtime hour worked, in lieu of cash overtime compensation.

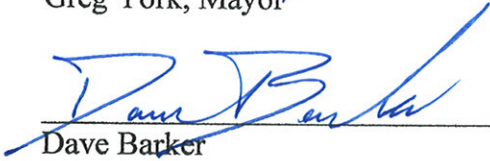
We the undersigned being all representatives of the police officers of the City of New Castle, Indiana, have read the proposed contract agreement and each of us given our approval and agree to be bound by the terms thereof for the term of this agreement.

We sign this of our own free will and under no duress or coercion of any kind.

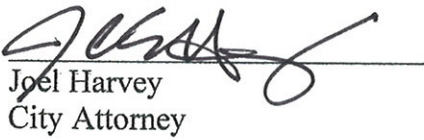
**New Castle Board of Works and**



Greg York, Mayor



Dave Barker  
Director of Public Works



Joel Harvey  
City Attorney

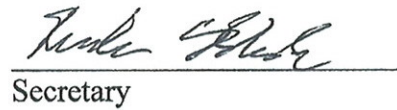
**Fraternal Order of Police**

 NC193

President

 NC217

Vice President



Secretary

Date: 12/7/2020

Passed by a vote of 3 to 0