Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: October 10, 2023

☐ Consent Agenda Item

☒ New Item for Discussion

☐ Previously Discussed Item

☐ Miscellaneous

ITEM #: 1

INITIATED BY: Chad Knecht

☒ Information Attached

☐ Bring Paperwork from Previous Meeting

☐ Verbal

☐ No Paperwork at Time of Packets

THE CITY OF
NOBLESVILLE
EST. 1823

TO: Board of Public Works and Safety

FROM: Matt Light, Deputy Mayor
CC: Chad Knecht, Director of Public Safety
Jeff Spalding, CFO and Controller
Holly Ramon, Human Resources Director
John Mann, Police Chief
Jon Hughes, City Attorney

RE: Meet and Confer Agreement with Fraternal Order of Police Lodge 198
DATE: October 4, 2023

On behalf of Mayor Jensen, we present the attached Meet and Confer Agreement for your review and consideration.

We believe the proposed agreement provides fair and appropriate modifications regarding compensation, working conditions, and terms of employment to support the important work of the Noblesville Police Department and allows us to remain competitive for talented and dedicated public safety personnel.

We appreciate the candid, constructive, and good faith negotiations throughout the process and commend Dave Barnes, Spencer Flowers, Matt McGovern, Jamie Aloisio, Tim Hendricks, and their FOP colleagues for their advocacy on behalf of their members and on behalf of public safety in our community.

As with the 2022-2023 agreement, we are again proposing a two-year agreement covering 2024 and 2025. Key changes and features in this agreement include:

- $660,000 in annual compensation increases for sworn police officers
  - 8% compensation increase across all ranks
- Conditional agreement to fund a 2025 compensation increase between 4% and 8% depending on how actual revenues compare to revenue projections in fiscal plan
  - If revenues are at 100% of projections, the 2025 increase would be 6%

- Night shift differential pay of $1.00 per hour to recognize unique risks faced and incentivize officers to work these shifts.
- Increases the Field Training Officer stipend to better reflect demands and importance of training duties and to incentivize officers to take on these responsibilities.
- Modifies the rank structure to eliminate the Master Patrol Officer as a standalone rank and instead creates a Master designation and associated $2,000 annual stipend for achieving specified requirements at Patrol Officer, Detective, and School Resource Officer positions
- Makes the Detective Stipend available to Sergeants and Lieutenants assigned to the Investigations Division, to maintain proper rank separation.
- Makes other corresponding adjustments and corrects inconsistencies and administrative issues identified from previous agreements

Importantly, this agreement makes Noblesville more competitive from a **Pension Base** perspective, which is a significant consideration in recruiting and retention efforts.

Pension base growth for Noblesville Police Department is shown below:

2021:	$71,497.60	
2022:	$77,351.60	
2023:	$79,965.20	
2024:	$85,851.58	Proposed
2025:	$90,627.68	Conditional

This would equate to a 27% overall increase ($19,130.08) over 4 years.

All of the 2024 amounts included in this agreement are incorporated into the introduced 2024 budget ordinance and allow the city to maintain its $1.10 tax rate and stay within our expenditure increase targets that are informed by mid-range revenue growth trends.

We would be glad to answer any questions that you have regarding the Agreement. Thank you for your consideration.

AGREEMENT

Between

CITY OF NOBLESVILLE, INDIANA

and

NOBLESVILLE FRATERNAL ORDER OF POLICE LODGE 198

EFFECTIVE

January 1, 2024 – December 31, 2025

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Agreement

This Agreement is between the City of Noblesville, Indiana, (hereinafter referred to as "City") on behalf of the Noblesville Police Department, (hereinafter referred to as "Department") and the Noblesville Fraternal Order of Police Lodge 198 (hereinafter referred to as "FOP"). This Agreement arises out of the meet and confer process set out in Indiana Code (I.C.) 36-8-22. It is not and shall not be construed as a collective bargaining agreement for purposes of federal labor laws or any state labor laws except I.C. 36-8-22. All police employees of the Department are included in this agreement except for the Police Chief, Assistant Chief(s), Deputy Chief(s) and civilian employees.

WITNESS: That to facilitate harmony and efficiency to the end that the City and the FOP and the general public may mutually benefit, the City and the FOP have the following understanding**:**

Article I - Period of Agreement

Section 1 – Duration

This Agreement shall take effect January 1, 2024 and shall continue in force and effect until 12:00 midnight, December 31, 2025. If no agreement is reached by 12:00 midnight, December 31, 2025 this agreement shall remain in effect until a new agreement is reached. However, this agreement shall terminate automatically 48 months after its beginning term date if no new agreement is reached, as required by I.C. 36-8-22-16. This Agreement shall remain in full force and effect, unless either party desiring to amend this agreement shall notify the other in writing. Notice of a request for amendment shall specify the content of any and all proposed amendments. The parties agree to begin good faith negotiations on a future Agreement no later than June of 2025.

Section 2 – Complete Agreement

This document and associated side letters constitute 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 and Department's direction and control.

Section 3 – Separability

In the event that any provisions of this agreement are found to be inconsistent with existing State/Federal statutes or laws, the provisions of such statutes or laws shall prevail; 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 that regard.

Article II - Conditional Recognition

Section 1 – Recognition

Pursuant to Indiana Code 36-8-22, the City recognizes the FOP as the exclusive recognized representative for the police officers of the City of Noblesville for the purpose of meeting and conferring with respect to issues concerning wages, hours of employment, fringe benefits, and appropriate mutual concerns in the Police Department. The City shall not negotiate with any other employee group representing or purporting to represent police officers covered by this agreement.

Article III - FOP and City Rights and Obligations

Section 1 – FOP Rights

a. **Dues Check off.** Upon receipt of voluntary, written, current, signed authorizations in such form as complies with the laws of the State of Indiana, from members of the FOP covered by this Agreement, the City shall deduct each pay check from the earnings of such employees, an amount representing their FOP dues as indicated in the current authorization form. The City shall remit such monies, together with the appropriate records, to the FOP or its designated official. The City shall not be liable to the FOP for any failure to make such deductions. In the event of an overcharge already remitted to the FOP, it shall be the sole responsibility of the FOP to adjust the matter with the employee. The FOP will indemnify the City and hold it harmless from any or all claims or liabilities, which arise under this paragraph.

b. **Bulletin Boards.** The FOP may utilize one bulletin board in the Department squad room for the purpose of posting FOP notices. The Police Chief, (hereinafter referred to as "Chief") or his designee shall have the right to remove inappropriate postings. The Chief or his designee shall meet with the FOP regarding any postings the Chief or designee determined inappropriate.

c. **E-mail.** The FOP may utilize City email to conduct Lodge business, including but not limited to, surveying membership and announcing meetings/events.

d. **Non-Discrimination.** Neither the City nor the FOP shall make any regulation affecting the right of any employee or employees to join, or refrain from joining, the FOP or other lawful employee organization; provided that the City shall retain the full right to control employees', actions, property and equipment during working hours and to control the use of the City's premises.

e. **Meetings.** The FOP shall be allowed to hold regular and special meetings in the police station and it is also agreed the FOP may post meeting bulletins on the FOP's bulletin boards in the squad room.

f. **Voting.** The FOP shall be allowed use of the station to hold district and general elections of the FOP.

g. **Time off for FOP Business.** As the exclusive recognized representative of the Department's employees, the City and the Department recognize the need to allow time off for FOP activities, functions, meetings, conferences/seminars or where elected officials of the FOP must be in attendance. The FOP is allotted a total of 80 working hours per calendar year for the President or Vice President (or Designee) to attend such gatherings. In the event that the President and Vice President of the FOP are unable to attend said gatherings or functions, the FOP may petition the Police Chief to approve an alternate attendee for the FOP. FOP time shall be construed as time off from scheduled duty day, with pay. Time off shall be based on the understanding that the representative was on duty and not penalized in any way for the time off. The FOP shall inform the Department within a reasonable time but no less than 24 hours prior to the date or time when the leave is to be taken. FOP time leave can be denied if there is a conflict with shift minimum scheduling and a suitable replacement for the representative cannot reasonably be arranged.

Section 2 – City Rights

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

a. To manage its affairs efficiently and economically, including the determination of quantity and quality 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 operations.
b. To introduce new equipment, methods, machinery, duties, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
c. To subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities.
d. To determine and change the number, location, and type of facilities and installations.
e. To determine the size of the workforce and increase or decrease its size.

f. To hire, assign and lay off employees, to reduce the workweek or workday or effect reductions in hours worked by combining layoffs and reductions in workweek or workday in accordance with Local, State, and Federal law.
g. To direct the workforce, assign work and determine the number of employees assigned to operations.
h. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications consistent with the Merit System.
i. To establish wage rates for any new or changed classifications for sworn personnel.
j. To establish work schedules and, from time to time, change those work schedules.
k. To establish work and productivity standards and to, from time to time, change those standards.
l. To establish, maintain and revise rules and procedures for the administration of the Department in accordance with the Merit System.
m. To discipline and discharge employees according to Merit System.
n. To adopt, revise and enforce working rules and carry out cost and general improvement programs consistent with this Agreement.
o. To transfer, promote, and demote, (according to the Merit System), employees from one classification, division or shift to another.
p. To select employees for upper level policy making positions and to determine the qualifications and competency of employees to perform those duties.
q. Layoffs shall be in compliance with all state and federal laws. Layoffs due to economic needs shall follow a policy based on seniority starting with the lowest level to the highest.

Section 3 – No work stoppage or Lockouts

As the services performed by the employees covered by this Agreement are essential to the administration of the department and to the welfare of the public dependent thereon, the FOP agrees that in no event whatsoever, during the term of this Agreement will the FOP or any of the employees covered by this Agreement, initiate, authorize, sanction, encourage, support or engage in any strike, slowdown, concerted job action, work stoppage, “sick-out” or cease the continuous performance of their duties. The City and Department agree that no lockout shall take place during the term of this Agreement.

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 subject to the Agreement of the FOP 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, but not limited to, written notification to each offending employee that his/her activity is unprotected and is not authorized, supported or ratified by the FOP.

The parties recognize the right of the Department and the Noblesville Police Department Merit Commission, (hereinafter referred to as “Commission”) to take such disciplinary action as the Department and the Commission in their sole discretion deem appropriate, including discharge, against

any police officer(s) who participate(s) in a violation of Article III, Section 3, whether such action is taken against all of the participants or against only certain participants.

Article IV - Miscellaneous

Section 1 – Labor/Management

When referred to in this Agreement, Labor/Management will consist of the following people or their designees: Police Chief, FOP President, and FOP Vice-President.

Section 2 – Labor/Management Meetings

There shall be established Labor/Management meetings to be held on an as needed basis between the Chief, or designee, and the President of the FOP, or designee. The purpose of these meetings is to identify potential labor/management problems and find equitable solutions to these problems. Meeting dates and times shall be determined between both parties involved. Dates and times must be made in advance at least 7 days prior to meetings. The FOP may request through the Police Chief an emergency/urgent meeting with the time/location agreed upon by both parties.

Section 3 – Staffing

The Department and Police Chief shall make its best efforts to meet all applicable safety considerations, the needs of the Department, and concerns of the FOP when implementing staffing levels.

Section 4 – Fitness Facility

The Department shall provide facilities and equipment to allow employees to maintain physical fitness at the police department. Decisions related to the location of the fitness facilities within the department, the type of and replacement of fitness equipment are within the sole discretion of the Department.

Section 5 – Overtime Policy

a. Any hours worked over and above the officer's scheduled workday shall be paid or banked as comp time at the overtime rate. For example, if an officer is scheduled to work for 12 hours on a given day and actually works 13 hours that day, then the extra hour will be paid/banked at the overtime rate.

b. For officers who do not work a set schedule, ie POP officers, hours worked shall be paid or banked at their overtime rate once they pass 80 hours in a pay period.

c. The following benefit time shall be counted as hours worked for overtime purposes: vacation, floating holiday, holiday, bereavement, jury duty, workers compensation, FOP time, and approved leave for education if it is on duty time. Sick time, military time and comp time do not count for purposes of overtime calculations.

Section 6 – Extra Duty Special Event Pay

An extra duty special event may include, but is not limited to: sporting events, public assemblies, security details, or events where dedicated police department services are requested and/or required, and the City is paying the officers (ex. Concerts in Forest or Dillon Park, Bike or Boat Patrol details). Extra duty special events are assigned outside of the officer's normally assigned duty and fall outside the officer's regularly scheduled shift. For the purpose of this section, "outside the officer's regularly scheduled shift" shall include any time an officer uses benefit time.

a. Police Officers who are approved to work an extra duty special event shall be paid at the rate of one and one-half (11⁄2) times his/her regular rate of pay for the said additional hours.

b. Additional pay for holidays shall apply to extra duty special events in accordance with any applicable section of this Agreement.

c. Police Department exempt Administrative Police Officers shall receive a flat rate of $45 per hour worked above their regular bi-weekly compensation for working extra duty special events not assigned by the Police Chief.

d. All other hours, scheduled and unscheduled, shall be paid pursuant to the provisions of the FLSA or in accordance with any applicable section of this Agreement.

Section 7 – Call-In Time

a. When employees covered under this Agreement are called in on non-scheduled days, (hereinafter referred to as "Call-In Time") then the police officer shall be compensated for a minimum of two (2) hours when called in to duty and for all hours worked beyond two (2) hours.

b. The two (2) hour minimum does not apply to simple phone calls where the officer is not required to physically report to work.

c. Overtime shall be paid as required by the provisions of the Fair Labor Standards Act (FLSA) including provisions of this Agreement.

Section 8 - Minimums Only

This Agreement sets out the minimum wages and benefits only. The City/Department may grant greater benefits to individuals or the membership in general.

Section 9 – Traffic Safety Partnership

Notwithstanding any other provision in this agreement, all hours worked on grants by police officers which are paid through Hamilton County to agency members of the Hamilton County Traffic Partnership will be compensated at a rate set by the Hamilton County Traffic Partnership. These hours are not considered as hours worked for the City for purposes of this agreement and accordingly the hours are not factored in when calculating City-paid overtime compensation.

Article V - Non-Discrimination

Section 1 – General Application

The provision of this Agreement shall be applied equally to all employees without discrimination as to age, sex, race, color, disability, national origin, sexual orientation, or religion, except where specific age, sex or physical requirements constitute a bona fide occupational qualification, necessary to the proper and efficient administration of the department or as provided by law. The FOP shall share equally with the City the responsibility for applying this provision of the Agreement.

Article VI – Terms and Conditions of Agreement

Section 1

This Agreement between the parties constitutes a two (2) year settlement for the calendar years 2024 and 2025 based upon the following assumptions:

a. That the appropriate tax levies are set by the appropriate authorities;

b. That the department receives the necessary revenues.

Section 2

In the event that any of the above conditions do not occur, then it is specifically understood and agreed by the parties that the City shall inform the FOP in writing and shall, as soon as practicable, begin new negotiations.

Article VII –Compensation

Section 1 – Regular Hourly Rates

Regular hourly base rates for year 2024:

Rank/Position	**Rate / hour**	**Salary/26 pays**
Lieutenant	$46.40	
Sergeant	$42.16	
1st Class Patrol Officer	$38.27	
2nd Class Patrol Officer	$34.43	
Probationary Patrol Officer	$30.17	

This agreement contains conditional commitments for 2025 that are contingent on revenues, as defined below, meeting expectations set at the time of the agreement. For hourly base rates in 2025, the City has conditionally agreed to allot compensation increases over year 2024 for wages paid to the employees covered under this Agreement, as specified in the table below. The manner by which the additional wage appropriation will be distributed to employees shall be jointly determined via the meet and confer process. The conditional increases are subject to the City meeting its revenue projections.

Revenue performance compared to projections	Corresponding compensation increase percentage
104% to 105.99%	8% increase
102% to 103.99%	7% increase
100% to 101.99%	6% increase
98% to 99.99%	5% increase
96% to 97.99%	4% increase

Revenue considered for this provision include the following: 1) Certified Shares of Local Income Tax (LIT), as defined in IC 6-3.6-2-6, and distributed to the City under IC 6-3.6-9-5; and 2) Property Tax Subject to the Maximum Levy Limitation (as defined in IC 6-1.1-18.5-3).

The comparisons used to determine if revenue is meeting expectations are as follows:

- 2023 Actual Revenue vs 2023 Forecast Revenue (as reported in the City Fiscal Plan version produced with the 2023 Adopted Budget)

- 2024 Actual Revenue Year-to-Date through June 30 vs 2024 Forecast Revenue Year-to-Date through June 30 (as reported in the City Fiscal Plan version produced with the 2024 Adopted Budget)
- 2025 Certified Shares of LIT vs 2025 Forecast LIT (as reported in the City Fiscal Plan version produced with the 2025 Adopted Budget)

If actual combined total amounts of actual revenue are either below 96% or above 106% of the combined total amounts of forecast revenue, either party may re-open this agreement as it relates to compensation and fiscal matters. Notification of re-opening should be communicating in writing as soon as practicable following calculation of the above comparisons.

The 2025 commitments by the City contained in this agreement are not binding upon Council until their official approval and are recommendations from administration to Council for their consideration and approval. Furthermore, it should be noted that a re-opening of this agreement in no way constitutes a promise or commitment to increase, decrease, or adjust in any way the amounts specified in this agreement. A number of factors can impact the City's fiscal position and impact the capacity to adjust compensation and benefits, including expense trends and totals, unexpected significant expenses, overtime costs, utility costs, fuel costs, interest rates, and additional considerations.

For purposes of illustration, the following table is included to show what the corresponding conditional compensation increases would equate to for each rank:

Revenue-Dependent Increase Illustrations

Rank/Position	**2024 Rate / Hour**	**2025 @ 4%**	**2025 @ 5%**	**2025 @ 6%**	**2025 @ 7%**	**2025 @ 8%**
Lieutenant	$46.40	$48.26	$48.72	$49.18	$49.65	$50.11
Sergeant	$42.16	$43.85	$44.27	$44.69	$45.11	$45.53
1st Class Patrol Officer	$38.27	$39.80	$40.18	$40.57	$40.95	$41.33
2nd Class Patrol Officer	$34.34	$35.81	$36.15	$36.50	$36.84	$37.18
Probationary Patrol Officer	$30.17	$31.38	$31.68	$31.98	$32.28	$32.58

The parties agree to approach all of these issues and discussions in good faith in light of shared goals and respective obligations.

Section 2 – Pay for Field Training Officer, K-9 Officer, Detective, Master Designations, & Night Shift

The current policy and procedure for Incentive Pay shall remain in force throughout the term of this Agreement. Annual Incentive Pay for employees covered under this Agreement shall be as follows:

a. **Field Training Officer pay –** Officers acting as an assigned Field Training Officer (FTO) shall receive an additional $5.00 per hour for the hours worked as an FTO. Active FTOs shall also receive a yearly stipend of $1,000. The yearly stipend shall be considered in the FTO's base pay and will apply toward calculating the FTO's overtime rate. The $5.00 per hour does not count toward that calculation. For example, if an FTO receives overtime pay while training, the FTO will receive his/her overtime rate plus $5.00 per hour of overtime.

   To acknowledge the intensive nature of acting as a FTO, Sergeants and Lieutenants acting as FTOs shall receive the additional $5.00 per hour for their hours worked as a FTO, but are not eligible for the yearly stipend.

b. **K-9 Officer pay –** Officers and Sergeants assigned as full-time K-9 handlers shall receive annual compensation, above their regular compensation, of $10,500.

c. **Detective Pay –** Officers, Sergeants, and Lieutenants assigned as full-time detectives shall receive annual compensation, above their regular compensation, of $2,000.

d. **Master Designation Pay –** Officers approved for the department designation of Master Patrol Officer, Master Detective, or Master School Resource Officer shall receive additional annual compensation of $2,000.

e. **Night Shift Differential –** Officers, Sergeants, and Lieutenants assigned to a night shift shall receive an additional $1.00 per hour worked on the night shift.

Section 3 – Longevity Pay

Longevity for years of service 1-19 is $120 per year. Longevity for years 20-25 is $250 per year ($6,250 annual) with no additional yearly accrual beyond 25 years of service.

The City and the FOP agree to further discussion on this item to work toward an updated structure that aligns with retention data and goals of the department, which could lead to possible amendment prior to the termination of this agreement.

Section 4 – Pension Contribution

In addition to fulfilling its statutory obligation to the 1977 Police and Fire Fighter Pension and Disability fund, the City will contribute an additional 1.5% of the pension base on behalf of police officers' contribution to the 1977 Fund, resulting in a reduction to the police officers' contribution in the amount equal to 1.5% of the pension base. To further clarify, of the 6% of the pension base owed by police officers to the 1977 Fund, the City will pay 1.5% and the employees will pay 4.5%.

Section 5 – Holiday Pay

a. Police officers who work on a city-recognized holiday will be compensated at the rate of one and one-half times their regular compensation rate.

b. Police officers shall not be compensated for a city-recognized holiday if that holiday falls on a day upon which they are otherwise not scheduled to work.

c. Police officers who are scheduled to work on a city-recognized holiday and take an approved day off from scheduled work, will receive a paid holiday at their regular compensation rate and for the number of hours scheduled to work. If at any time during the approved holiday off the police officer is called into work, he or she will receive compensation at the rate of one and one-half times his or her regular compensation rate. The paid holiday hours will not be reduced by hours worked from being called in. The holiday hours will be paid in addition to the hours worked during the call-in.

d. For purposes of sworn officers assigned to the Patrol Division within the Police Department, holiday hours shall be defined as a 24-hour period commencing at the start of the day shift that begins on the actual holiday and terminates 24 hours later. For sworn officers not assigned to the Patrol Division, holiday hours shall be midnight to midnight on the actual holiday. By way of example, because the Police Department currently starts its Patrol Division day shift at 5:00 a.m., holiday hours for the Patrol Division would begin at 5:00 a.m. on the actual holiday and end at 5:00 a.m. the next day. Because the Police Department needs the flexibility to schedule shifts as determined by the Police Chief, the 5:00 a.m. start date is not specifically listed herein and should be determined by the actual practice and procedure currently established for the department by the Police Chief.

Section 6 – Clothing Allowance

Employees covered under this Agreement shall be paid $1,200 per year after the first full year of employment for clothing allowance and uniform maintenance. This payment shall be made once per year, included in the second paycheck received in February. Any employee with less than 1 year of service by the clothing allowance date shall receive a pro-rated share of clothing allowance based on the number of quarters they have been employed at a rate of $300 per quarter.

Section 7 – Pension Base

The 2024 and 2025 calculated pension bases shall consist of the annual Patrol Officer First Class base pay, including all contractually scheduled hours, plus 25 years of longevity.
The 2024 Police ’77 Certified Salary Pension base is $85,851.58.

The conditional 2025 certified pension base is $90,627.68, assuming the 6% increase from Section 1 of this Article is applicable. If actual revenues come in at a different figure, the 2025 certified pension base will be adjusted accordingly pursuant to this agreement.

Article VIII - Fringe Benefits

Section 1 – Health Insurance

The City agrees to use its best efforts to maintain the current health, dental, prescription, and vision insurance plans for employees. If the cost of any such plan should be increased or become noncompetitive during the term of this Agreement, or if the carrier should add or impose objectionable terms and conditions to its plan during the term of this Agreement, the City shall be entitled to cancel such plan and to select a different plan which provides employees and retirees reasonably equivalent benefits and coverage.

Section 2 – Retiree Insurance

The City shall continue to provide retiree insurance as set out by the City of Noblesville's Retiree's Benefit Ordinance or its amendments.

Section 3 - Medicare Supplement Coverage

The City shall contribute towards Medicare Supplement Coverage as outlined in the City of Noblesville's Retiree's Benefit Ordinance or its amendments.

Section 4 – Life Insurance

The City shall provide, at no cost to the employee, $50,000 in life insurance for each employee. This shall remain in force throughout this Agreement.

Section 5 – Holidays

All officers shall receive 5 floating holidays as determined by the City's Board of Public Works and Safety.

If the recognized holiday falls between January 1st and June 30th, the employee will receive the approved floating holiday(s) on January 1st to be used by December 31st. If the recognized holiday falls between July 1st and December 31st, the employee will receive the approved floating holiday(s) on July 1st to be used by December 31st. Any unused floating holidays will not carry beyond December 31st of each year.

Any exceptions to this policy must be presented and approved by the Board of Public Works.

Upon termination of employment, an employee is entitled to payment for the unused balance of his/her paid floating holidays within the current calendar year. Payment will be calculated at the employee's base rate plus longevity rate, plus education incentive rate, plus tech pay and may be included in the employee's last regular earnings paycheck, if possible, or in a separate check.

The use of floating holidays is subject to supervisor approval, based on staffing requirements and business needs of the City. Floating holiday time may be taken in fifteen (15) minute increments.

Holidays for those members covered under this Agreement working 8 or 10 hour shifts shall be determined by the City's Board of Public Works and Safety.

Holidays for those members covered under this Agreement working 12 hour shifts shall be as follows:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.

For 2024 only, Total Solar Eclipse Day, April 8th, 2024, will be a City holiday for all sworn officers.

The City may grant additional holidays at their discretion.

Section 6 – Annual Physical

The Department shall continue providing annual physicals to each police officer at no cost to the officer. The Department shall allow officers on duty to take annual physicals provided such examinations are scheduled through procedures established by the Department. Aggregate data will be shared with the City and Department.

Section 7 – Worker's Compensation

The City provides a comprehensive worker's compensation insurance program at no cost to the employees. This program covers an injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, worker's compensation insurance provides benefits after a short waiting period. The City shall pay the employee's regular salary for the first 5 days when such employees are absent due to a worker's compensation injury. If absent for eight (8) or more calendar days, a portion of the regular salary shall be provided via worker's compensation insurance. Insurance reimbursement is made directly to the employee for the first 5 work days if an employee is absent for 21 work days. Employees shall reimburse the City the full amount of any worker's compensation received for the first 5 days. While on worker's compensation disability, employee benefits shall accrue.

An employee working light duty, full duty, or 40-hour administrative schedule who attends a worker's compensation initial or follow-up appointment during work hours will be paid for this time at a normal rate of pay. The employee will be paid for this time in the form of monetary compensation. These hours may not be banked as compensatory time.

It is the responsibility of the employee to report a work-related injury or illness IMMEDIATELY to their direct supervisor, complete the proper paperwork in a timely manner, and request that an incident report be completed and submitted to the City's worker's compensation carrier. No matter how minor an on-the-job injury/illness may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither the City nor the insurance carrier will be liable for the payment of worker's compensation benefits for off-duty injuries or injuries that occur during an employee's voluntary participation in off-duty recreational, social, or athletic activity sponsored by the City.

Section 8 – Benefits Continuation (COBRA)

The City's policies regarding Benefit Continuation (COBRA) is set forth in and controlled by the City's Civilian Employee Personnel Policy Handbook.

Section 9 – Deferred Compensation

Employees covered under this Agreement shall be afforded the option of entering into a retirement program governed by the Internal Revenue Code 457(b) and elect for voluntary contributions from their payroll be deposited into a specified IRC 457(b) plan. A company with an established program shall administer the deferred compensation plan.

The City agrees to make available online account management features to participating members of the plan (such as updating contact information, beneficiary information, establishing and making changes to payroll deducted contributions). The City shall provide a match to individual employee contributions to the plan under the following terms: First $1000 at 100%, second $1000 at 75%, third $1000 at 50%, and next $3000 at 25%, up to $3,000 total.

The FOP shall be invited to attend the City's deferred compensation group for the purposes of representing its membership in the City's IRC 457 plan. Representation shall consist of at least one member who shall be selected by the FOP president to represent its members' interests. The FOP representative shall meet with the City's representative(s) and representative from the plan administrator/manager and participate in plan review at least semi-annually. The FOP acknowledges that this section in no way abrogates the City's fiduciary responsibilities under applicable laws and regulations.

Section 10 – Employee Assistance Program

The City, Department, and the FOP recognize that an employee or members of an employee's family can develop personal problems, not directly associated with the employee's job functions, that may adversely affect the employee's job performance and efficiency. These problems may be successfully resolved provided they are identified early and referral is made to the appropriate care and treatment facility. Such problems may involve substance dependency, including alcohol, tobacco, drugs, or chemicals; mental or emotional distress; marital or family problems; or financial or legal problems.

The Department and FOP support an Employee Assistance Program (EAP) to aid in identifying such problems and to provide appropriate referral to a resource able to successfully treat the identified problem. In accordance with the terms and conditions of the Agreement between the parties

concerning an EAP, the City agrees to continue to provide, at no expense to the employee, an anonymous EAP.

Section 11 – Education Incentive Pay

a. Police Officers shall receive the following amounts of compensation for completing certain police-related education requirements:

    1. $750 additional pay per year for having acquired one half the required hours for a Bachelor's Degree from an accredited institution of higher education.

    2. $1,500 additional pay per year for receiving a Bachelor's Degree from an accredited institution of higher education.

    3. $2,000 additional pay per year for receiving a Master's Degree from an accredited institution of higher education.

    4. $3,000 additional pay per year for receiving a Doctorate from an accredited institution of higher education.

b. Compensation will be paid to an individual qualifying hereunder for having acquired the highest degree as outlined. No individual will receive cumulative incentive compensation for two or more degrees.

c. Police Officers shall receive the following amounts of compensation for completing certain police related education requirements which do not lead to a higher education degree:

    1. $250 additional pay per year for having acquired 120 hours of continuing education within 36 months.

    2. $500 additional pay per year for having acquired 240 hours of continuing education within 60 months.

    3. $750 additional pay per year for having acquired 400 hours of continuing education within 72 months.

d. With respect to the educational incentives for Police Officers, the Board of Public Works and Safety for the City of Noblesville shall determine which institutions are accredited, which courses at the various institutions are employment-related, and which types of training, schooling, and continuing education qualify for incentives.

Article IX - Other

Section 1 – Work Schedule

a. The City shall maintain 12 hour patrol shifts, 10 hour investigation shifts, and 8 hour administrative shifts. Specialized units may adopt flexible schedules as approved by Division commander.

b. The City and Department shall continue using a 14-day work period for computing FLSA overtime allotment for police officers.

c. Administrative employees who work a 40-hour workweek may work flexible hours with approval of the Police Chief or his designee.

Section 2 – Vacation Schedule

Police Officers may schedule vacation and holiday requests with their supervisors beginning January 1st of each year. Supervisors shall grant requests, subject to shift minimum requirements, based on seniority for requests received in the first month of the year. Any requests received after January 31st shall be granted on a first-come, first-served basis.

Section 3 – Vacation Accrual

a. Sworn members of the Police Department hired after January 1, 2020 will receive three (3) vacation days after successfully completing 90 days of full-time employment. In addition, employees hired during the months of January through September will receive pro-rated vacation hours on January 1st of the year following their full-time hire date. Employees hired during the months of October through December will receive the pro-rated vacation hours after successfully completing 90 days of full-time employment. Employees who terminate their employment within the first year will not receive payment of unused vacation hours.

b. After vacation time is received, employees may schedule and take off the three (3) vacation days and pro-rated vacation hours on or before December 31st; otherwise, the vacation hours will be forfeited. See the examples below:

	Hire Date:	Three (3) Vacation Days received on:	Pro-rated Vacation Hours received on:	Vacation time must be used by:
Example 1:	March 15, 2021	June 13, 2021	January 1, 2022	December 31, 2022
Example 2:	November 15, 2021	February 13, 2022	February 13, 2022	December 31, 2022

Thereafter, vacation hours will be given on January 1st of each calendar year.

c. Vacation for sworn officers shall be in accordance with the following schedule as of January 1, 2021:

1. Second through ninth year: Fifteen vacation days.
2. Tenth through fourteenth year: Twenty vacation days.
3. Fifteenth and above: Twenty-five vacation days.

d. Sworn officers may roll over a maximum of 40 hours of unused vacation time from year to year. Including rolled over vacation time, vacation time may not accrue beyond the maximum of 25 days, plus 40 hours of rolled over time, for any sworn officers of the Police Department.

e. Police may take their vacation time in 2 hour increments and floating holiday time in 15-minute increments.

f. Upon termination of employment, sworn officers are entitled to payment of unused vacation time after their one-year anniversary date of full-time employment. In addition, employees who have completed a minimum of one year of full-time service are entitled to payment of their accrued vacation time for the next calendar year. Payment of accrued vacation time will be paid out based on the number of vacation hours to be received the following calendar year. The number of months worked during the current calendar year, including the month termination occurred, will be multiplied by the hours described below. Payment of vacation hours will not exceed total annual amount allotted.

1. Vacation hours accrued each month for sworn officers working an 8-hour day.

Vacation to be received next year	***Amount accrued each month***
Fifteen vacation days	10 hours
Twenty vacation days	13.5 hours
Twenty-five vacation days	16.75 hours

2. Vacation hours accrued each month for sworn officers working a 10-hour day.

Vacation to be received next year	***Amount accrued each month***
Fifteen vacation days	12.5 hours
Twenty vacation days	16.75 hours
Twenty-five vacation days	21 hours

3. Vacation hours accrued each month for sworn officers working a 12-hour day.

Vacation to be received next year	***Amount accrued each month***
Fifteen vacation days	15 hours
Twenty vacation days	20 hours
Twenty-five vacation days	25 hours

g. Upon termination, sworn officers will receive payment of vacation, float, and compensatory time. Payment will be calculated at the employee's regular rate in effect as of termination.

Section 4 – Sick Leave

a. Sick leave shall only be used for bona fide illness. The Chief of Police and/or designee may approve this time if an emergency exists in an officer's immediate family (mother, father, mother-in-law, father-in-law, wife, husband, children, step-children).

b. When an employee is returning to work from a sick leave of three consecutive days or more, the employee shall have a statement from his or her physician releasing them to return to work.

c. In case of illness or accident where an employee is off for more than his or her accrued sick time, and he or she has used all available time off (vacation, compensation time, etc.), it shall be the employee's responsibility to apply to the Local Pension Board for disability leave. When disability leave is applied for, it shall be done in accordance with the state law governing policy pensions. If disability leave is not applied for or not granted, the employee's salary shall be discontinued until he or she can return to work.

d. Police officers seriously injured in the line of duty status shall be paid for 60 work days from the time of injury at normal rate of pay, with no penalty to sick time, vacation time, comp time, or holiday pay. To qualify for serious bodily injury pay in an on-duty status, the Chief of Police and/or designee must submit complete reports to the Board of Works for approval. After the 60- day period, must revert back to division (A)(3). Any PERF Disability payments received during the 60-work-day period, while being paid by the City, shall be returned to the City.

e. Any extensive illness or injury that is not job-related, where a police officer that was employed after January 1, 1993, is unable to perform his or her duties for a period longer than 120 consecutive days, shall be referred to the Police Pension Board and the Board of Public Works and Safety for a final disposition. The City will assume its share of the cost for the police officer insurance premiums for a period of three months while such police officer is on sick leave. After such period of time, the City shall not be liable for the insurance premiums unless extended by the appropriate board. Such leave of absence shall not affect the police officer's employment seniority status. Such police officer shall receive his or her regular rate of pay until otherwise determined by the Pension Board and/or the Board of Public Works and Safety.

Section 5 – Sick Accrual

a. Effective September 1, 2005, full-time sworn employees shall accrue sick leave hours at the rate of seven hours per month, starting the last day of the first full month of employment. Earned sick leave time shall be accumulated from year to year, not to exceed 960 hours total. Part-time employees shall not accrue sick leave.

b. If an employee left his or her employment with the city prior to January 1, 2007, after serving at least 365 days of full-time employment, is then rehired within one year of separation from employment, and then completes an additional 365 days of full-time employment, he or she will receive prior service credit for years worked as a full-time employee, and shall be credited with the balance of his or her prior sick leave hours.

c. Full-time employees hired prior to January 1, 2018, are entitled to payment of their unused sick time hours not to exceed a set maximum amount of hours. The set maximum amount of hours is established per employee. The maximum amount of sick time hours is determined and set at the highest balance of sick time hours the employee has accrued during the 2018 calendar year. Employees will be provided a letter of acknowledgment stating their set maximum amount of sick time hours. Once acknowledged and signed by the employee, the letter will remain in the employee's personnel file.

d. The amount of hours accrued at the time of termination, not to exceed the set maximum amount of sick time hours per individual, will then be paid based on their years of full-time service with the City. If an employee leaves his or her employment with the City on or after January 1, 2007, after serving at least 365 days of full-time employment, is then rehired within one year of separation from employment, and then completes an additional 365 days of full-time employment, he or she will receive prior service credit for years worked as a full-time employee. However, the rehired employee will not receive sick time hours left unpaid to him or her at the time of his or her termination date. The rehired employee will start their re-employment with the city with a zero sick time balance.

e. Payment of accrued sick time is as follows:

Years of Full-time Service	***Percentage of Sick Time Payout***
5 Years	30%
10 Years	50%
15 Years	75%
20 Years	100%

f. Payment will be calculated at the employee's current base rate, plus longevity rate, plus education incentive pay rate, plus tech pay, and may be included in the employee's last regular earnings paycheck, if possible, or in a separate check. Full-time employees hired or rehired on or after January 1, 2018, are not entitled to payment of their unused sick time hours.

Section 6 – Family and Medical Leave

The City's policies regarding the Family and Medical Leave Act (FMLA) of 1993 and its subsequent amendments and Additional Leave are set forth and controlled by the City's Civilian Employee Personnel Policy Handbook.

Section 7 – Military Leave

The City's policies regarding Military Leave and Indiana Military Family Leave are set forth and controlled by the City's Civilian Employee Personnel Policy Handbook.

Section 8 – Jury Duty Leave

The City encourages employees to fulfill their civic responsibilities by serving jury duty when summoned. The pay of any employee who has received a subpoena for jury duty or as a witness will continue at the regular rate. All jury duty pay or payment by the court to the employee for travel expenses at the prevailing rate may be retained by the employee.

Employees must show the jury duty summons to the department head or designated supervisor as soon as possible so the City may make arrangements to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits. Either the City or the employee may request and excuse from jury duty if, in the employer's judgment, the employee's absence would create serious operational difficulties.

If an employee is released from jury duty with more than half of his/her regularly scheduled shift remaining, the employee is expected to report to work.

The City will continue to provide and accrue all regular benefits for the full term of the jury duty absence. Such time spent on jury duty shall be counted as hours worked in calculating overtime.

Section 9 – Court Time

Any police officer who is required to be in court or to meet with the prosecutor's office during their off-duty time shall receive either pay or compensation time off for each court appearance or meeting with a two hour minimum. This pertains only to court appearances related to the activities of the Police Department.

Section 10 – Bereavement Leave

a. Police Officers are entitled to paid bereavement leave as of their date of hire. An employee wishing to take time off for the death of a family member should notify the officer in charge immediately.

b. Employees are eligible for leave with pay to attend the funeral of a relative or other member of the household. Such leave may be granted upon the death of:
    1. A spouse;

2. A father, mother, son, step-son, daughter, step-daughter, brother, half-brother, step-brother, sister, half-sister, step-sister, grandparent, grandchildren, step-grandchildren, aunt, uncle or the spouse of any of these;
3. Persons listed in #2 above that are members of the employee's spouse's family;
4. A person living in the same household with the employee.

c. Three working days in conjunction with the date of death or the funeral shall be granted to the employee. If the funeral site is over 250 miles from Noblesville, 5 scheduled working days in conjunction with the date of death or funeral shall be granted unless the employee requests less time.

d. Exceptions may be granted at the discretion of the Chief of Police.

Article X - Grievance Procedure

Section 1 - Grievance

a. Definition - A grievance is a good faith complaint, dispute or controversy in which it is claimed:

   1. That either party has failed in an obligation under this Agreement, and;
   2. Involves the meaning, interpretation or application of this Agreement.

b. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible. Should the City and/or Department fail to act within the time limits herein, the grievance shall be deemed denied as of the expiration date for City action, which shall immediately begin the timeline for the FOP to proceed under this Article X. Should the FOP fail to comply with the time limits herein, the grievance shall be considered forfeited and waived. Time limits may be extended by mutual consent of the Department and the FOP.

c. The Noblesville Police Department Merit Commission (hereinafter “Merit Commission”) has the authority to determine if a claim is made in bad faith. If the Merit commission, in its sole discretion, determines a claim: 1) does not have merit, and; 2) was not made in good faith, it may order the grievant or the FOP (if the FOP supported or filed the grievance) to reimburse the City for attorney’s or cost of defending a claim up to $500.00 as determined by the Merit Commission.

d. The word "day" shall mean calendar day, excluding Saturdays, Sundays and City legal holidays, for the purpose of this Article X.

e. The following procedure shall be utilized when a grievance is initiated by an employee, a group of employees, or the FOP:

Step 1: A grievance may be presented orally or in writing to the FOP President (or his/her designee) within ten (10) days of the occurrence of the event causing the complaint, dispute or controversy or within ten (10) days after it became known to the employee. The President or designee will attempt to settle the matter informally with the Department within three (3) days of being presented the grievance. If the matter is not settled in that time, the matter will be referred to the FOP Board to determine if the grievance has merit. The matter must be heard and decided by the FOP Board no later than ten (10) days after the grievance was submitted to the FOP President.

Step 2: If the FOP Board determines the grievance has merit and is made in good faith, the matter will proceed with the support of the FOP. If the FOP Board, after a hearing with the grievant, determines the grievance does not have merit or is not made in good faith, the grievant may take the grievance to Step 3 of this procedure without the support of the FOP.

Step 3: The FOP or aggrieved member shall reduce the grievance to writing. The written grievance must be presented to the Chief within five (5) working days after the hearing before the FOP Board. The written grievance shall be delivered to the Chief no more than twenty-five (25) days of the occurrence of the event causing the complaint, dispute or controversy or within twenty-five (25) days after it became known to the employee, as determined by the Chief. The Chief shall issue a written decision regarding the grievance within ten (10) days after receipt of the written grievance.

Step 4: If the grievance is not settled at Step 3, the FOP or aggrieved member may appeal to the Merit Commission by delivering to the Merit Commission a written appeal within ten (10) days after receipt of the Chief's written reply in Step 3. The Merit Commission may hold the hearing at its next regularly scheduled meeting or schedule a meeting specifically to hear the grievance. However, unless all parties agree otherwise, the hearing must take place no later than thirty (30) days after receipt of the appeal and must give at least six (6) days' notice of the time and place of the hearing.

f. Merit Commission's Jurisdiction: The Merit Commission shall be expressly limited to the meaning, intent, or application of the provisions of this Agreement. It shall have no power to add to, detract from, or alter in any way the provisions of this Agreement, including increase City or Department appropriations, budgets or taxes.

g. Effect of Merit Commission's Decision: The decision of the Merit Commission shall be in writing. Either party may appeal the decision of the Merit Commission in civil court within thirty (30) days of the Merit Commission's decision. The City shall be named as the sole defendant.

Article XI – Lateral Hires

Section 1 – Lateral Hires

A currently sworn law enforcement officer employed by another agency, but seeking employment with the City of Noblesville Police Department, and who meets all eligibility requirements, if selected for employment with NPD shall be hired and employed :

a. At a rate of pay with NPD based on the completed years of service to their preceding law enforcement agency, up to and including the rank of Patrolman First Class as follows:
    1. Academy certification and up to 4 years' experience: Patrolman 2nd Class
    2. 4+ years of experience: Patrolman 1st Class
    3. The calculation for years of service is based on full time, paid service and will not include partial/seasonal years of service.
    4. Advancement to the next pay grade will be based on the employee's credited years of prior service plus their completed years of service with NPD.
b. During the first calendar year employed with the city, vacation days are, pro-rated based on hire date and total years of prior sworn law enforcement experience. The prorated hours will be received after successfully completing 90 days of full-time employment, and may be used on or before December 31st of that calendar year. Then, starting on January 1st of the following year vacation time will be given, as follows:
    1. 1 - 9 year(s) of experience: Fifteen (15) vacation days
    2. 10 - 14 years of experience: Twenty (20) vacation days
    3. 15 years of experience and above: Twenty-five (25) vacation days
    4. After completion of their first year of employment, laterally hired officers will accrue vacation benefits based on the employee's credited years of prior service plus their completed years of service with NPD consistent with the provisions of this agreement.
    5. Previously hired officers with credited lateral experience prior to the adoption of this agreement will be conferred vacation time at the same schedule outlined above. Prior service credit for these previously hired officers will begin on January 1, 2021. This agreement does not confer any retroactive benefits prior to its adoption.
    6. Upon termination of employment, officers are entitled to payment of unused vacation time after completing one-year of full-time employment with NPD.

Section 2 – Probationary Year

No lateral benefits conferred to a new employee based on previous service to another department will waive or amend that employee's one (1) year probationary appointment status consistent with Indiana Code 36-8-4-12.

Exclusive Recognized Representatives for the Members of the Noblesville Police Department

_____
David Barnes, President
Noblesville Fraternal Order of Police Lodge 198

_____
Spencer Flowers, Secretary
Noblesville Fraternal Order of Police Lodge 198

All of which is approved by the Board of Public Works and Safety of the City of Noblesville this _____ day of _____ 2023.

_____
JACK MARTIN, PRESIDENT

_____
JOHN DITSLEAR, MEMBER

_____
LAURIE DYER, MEMBER

_____
ROBERT J. ELMER, MEMBER

_____
RICK L. TAYLOR, MEMBER

ATTEST:

_____
EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

Approved on this _____ day of _____, 2023 by the Common Council of the City of Noblesville, Indiana:

AYE		NAY	ABSTAIN
	Brian Ayer		
	Mark Boice		
	Michael J. Davis		
	Gregory P. O'Connor		
	Darren Peterson		
	Pete Schwartz		
	Aaron Smith		
	Dan Spartz		
	Megan G. Wiles		

ATTEST: _____
Evelyn L. Lees, City Clerk

Presented by me to the Mayor of the City of Noblesville, Indiana, this _____ day of _____, 2023 at _____ __.M.

_____
Evelyn L. Lees, City Clerk

MAYOR'S APPROVAL

_____ _____
Chris Jensen, Mayor Date

MAYOR'S VETO

_____ _____
Chris Jensen, Mayor Date

ATTEST: _____
Evelyn L. Lees, City Clerk