

JAN 20 2026

Belinda Munson  
MUNCIE CITY CLERK

## RESOLUTION

2-26

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MUNCIE,  
INDIANA APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH  
THE GREGG WINTERS MEMORIAL FRATERNAL ORDER OF POLICE LODGE #87**

WHEREAS, a collective bargaining agreement has been reached between the City of Muncie and the Gregg Winters Memorial Fraternal Order of Police Lodge #87 (hereinafter referred to as the F.O.P), and,

WHEREAS, F.O.P. #87 has been recognized as the labor organization selected by the majority of employees in the bargaining unit and has the exclusive right to bargain collectively on its members' behalf, and

WHEREAS, Section 37.10 of the Muncie City Code of Ordinances requires that the collective bargaining agreement and addendums to it be ratified by the Common Council of the City of Muncie, and,

WHEREAS, a true and accurate copy of the collective bargaining agreement is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MUNCIE, INDIANA as follows:

The Common Council of the City of Muncie hereby ratifies the collective bargaining agreement between the City of Muncie and the Gregg Winters Memorial Fraternal Order of Police Lodge #87.

This Resolution shall be in effect beginning after its passage by the Common Council, signature of the mayor or override of any veto.

Passed by the Common Council of the City of Muncie, Indiana, this 2nd day of February, 2026.

	Yeas	Nays	Abstained	Absent
Jeff Green	✓			
Nora Powell	✓			
Brandon Garrett	✓			
Sara Gullion	✓			
Jerry Dishman	✓			
Harold Mason Jr.	✓			
Dale Basham	✓			

Ro Selvey

✓ \_\_\_\_\_  
✓ \_\_\_\_\_

William McIntosh, St.

[Signature]  
President  
City Council, City of Muncie

Presented by me to the Mayor for his approval, this 2 day of February, 2026.

[Signature]  
Belinda Munson, City Clerk

The above Resolution is approved vetoed by me this 2<sup>nd</sup> day of February, 2026.

[Signature]  
Dan Ridenour, Mayor

ATTEST:

[Signature]  
Belinda Munson, City Clerk

This Resolution is proposed by Council Member

[Signature]

This Resolution is approved in form by Controller

[Signature]

This Resolution is approved in form by Legal Counsel

[Signature]

**AGREEMENT**

**BETWEEN**

**F.O.P. LODGE #87**

**AND**

**THE CITY OF MUNCIE**

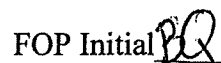
**F.O.P. LODGE #87 ORIGINAL**

**JANUARY 1, 2026 – DECEMBER 31, 2026**

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## AGREEMENT

This agreement is made and entered into by and between the City of Muncie, Indiana (hereinafter referred to as the "City") and the Gregg Winters Memorial Fraternal Order of Police Lodge #87 (hereinafter referred to as the F.O.P.).

## PREAMBLE

It is the general purpose of this agreement to maintain a harmonious relationship between the City and the F.O.P.; to provide for equitable and peaceful adjustment of differences which may arise; and to establish wages, hours, and other conditions of employment that lead toward efficient law enforcement services for the citizens of the City of Muncie.

The City and the F.O.P. recognize that it is in the best interest of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves between the City and the F.O.P. the respective representatives at all levels will apply the terms of this agreement fairly in accord with its intent and meaning and consistent with the F.O.P.'s status as the exclusive bargaining representative of all employees of the bargaining unit. Each party shall bring to the attention of the employees in the bargaining unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to the purpose.

## ARTICLE 1. RECOGNITION

**Section 1.01. Recognition.** The City hereby recognizes the F.O.P. as the exclusive collective bargaining representative of the Police Department's regular and retired police officers as defined in Sections 1.02 and 1.03 hereof, for the purpose of collective bargaining with respect to wages, hours, terms, and conditions of employment.

**Section 1.02. Bargaining Unit.** The bargaining unit shall consist of all regular and retired police officers of the Police Department of the City of Muncie. Any police hired outside of the normal hiring practices established by the Muncie Police Merit Commission or special officers on contracts through the Board of Public Works and civilian personnel are not members of the Bargaining Unit, therefore are not entitled to any benefits granted by this contract.

The term "employee", "employees", and "regular police officer" in this agreement mean only those employees of the City who are in the bargaining unit defined above and receiving compensation from the Muncie Police Department.

Disability will not affect an employee's status. Employee will retain all rights granted within this contract until retirement or permanent disability is established.

The term "member" and "members" is defined as any full-time police officer of the Muncie Police Department who is also a member of the F.O.P. Lodge #87.

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The term "Probationary Officer" is defined as an officer who has not been employed for 12 months and completed all phases of the probationary period and has not been certified as successfully completed FTO training.

The term "Non-Probationary Officer" is defined as an officer who has been employed for 12 months and completed all phases of the probationary period and has been certified as successfully completed FTO training.

**Section 1.03. New Classifications.** Any and all new job classifications in the bargaining unit shall be subject to the applicable terms and conditions of this agreement.

## **ARTICLE 2. F.O.P. Membership**

**Section 2.01. Open Shop.** Membership in the F.O.P. is voluntary and joining the F.O.P. is not a condition of employment. Regular police officers become eligible for F.O.P. membership and may elect to join or not to join the F.O.P. However, any eligible regular police officer who voluntarily becomes a member of the F.O.P. shall remain a member for the duration of this agreement, except it is understood that any such employee may withdraw his/her membership at any time during the thirty (30) calendar day period immediately prior to the expiration date of this agreement.

### **Section 2.02. No Intimidation or Coercion.**

- (A) The City agrees that neither it nor any of its officers, supervisors or agents will or attempt to intimidate, threaten or coerce any employee into membership or non-membership in the F.O.P. or because of the employee's membership or non-membership in the F.O.P.
- (B) The F.O.P. agrees that neither it nor any of its officers, agents or members will or attempt to intimidate, threaten or coerce any employee into membership or non-membership in the F.O.P. or because of the employee's membership or non-membership in the F.O.P.
- (C) No employee shall intimidate, threaten, or coerce; or attempt to intimidate, threaten, or coerce any other employee into membership or non-membership in the F.O.P. or because of the other employee's membership or non-membership in the F.O.P. dues.
- (D) The provisions of this section shall not be construed or interpreted as prohibiting the City, the F.O.P., or an employee from stating and explaining to any employee or employees in a courteous manner the advantages or disadvantages of F.O.P. membership and legal requirements applicable to the payment, tender, or use of F.O.P. dues.

## **ARTICLE 3. RECOGNITION OF CITY**


**Section 3.01. General.** Except as expressly modified by a specific provision of this agreement, all the authority, rights and powers which the City had prior to the signing of this agreement and prior to the inception of any relationship, legal or otherwise, between the City and the F.O.P. and the City and its employees are retained by the City and remain exclusively and without limitation the rights of the City and shall not be subject to the parties' grievance procedure. Only express modifications contained in specific provisions of this agreement constitute limitations upon such authority, rights and powers. Only those express modifications are subject to the parties' grievance procedure. No provision or group of provisions of this agreement and no relationship between the parties shall be construed to constitute or create any implied limitations on such authority, rights or powers of the City.

**Section 3.02. Specific Rights.** Examples of the authority, rights, and powers which are hereby vested in the City, with only such modifications as may be expressly stated in a specific provision of this agreement include, but are not limited to the following: (1) the right to schedule, adjust and assign work and hours to employees; (2) to direct and control the workforce; to assign and require overtime work; (3) to determine the quantity and type of equipment to be used; (4) to hire, promote and lay off employees; (5) to discipline or discharge employees for just cause; (6) to discharge probationary employees pursuant to applicable Merit law; (7) to utilize drug and/or alcohol screening of employees for alcohol, controlled substances, narcotics and prescription drugs whenever the City has just cause and to utilize such screening for applicants for employment; (8) to utilize searches of employees' lockers, lunch boxes, purses, packages and similar containers for alcohol, narcotics and prescription drugs whenever the City has just cause (said searches to be limited to when an officer is on duty and on City property; (9) notwithstanding the above, no officer shall have his/her locker, desk, lunch box, purse, package or similar container, automobile, clothing or any similar item searched except in his/her presence, after being first told why he/she is under investigation, except in any instance where a valid search warrant has been obtained); (10) to determine the work to be done by the City's employees; (11) to determine the job description of City employees; to determine the location of facilities; to determine the size of and composition of the work force including the number of employees assigned to any particular department or job; (12) to determine the amounts and kinds of supervision necessary or desirable; (13) to temporarily shut down City operations or a portion thereof; to establish or change work rules and safety standards, provided such rules and standards are not arbitrary or capricious; (14) the establishment, maintenance and change of standards of quality and of performance; (15) the determination of employee qualifications, ability and competency; the determination of the duties to be included in any job; (16) and, to determine the creation continuance, termination, change or consolidation of jobs or departments or of partial or total operations.

If the City does not exercise rights reserved to it or if it exercises such rights in a particular way, it shall not be deemed a waiver of the City's right to exercise such rights in other ways not in conflict with the express terms of specific provisions of this agreement.

**Section 3.03 Recognition of Employee's Legal Rights.** In addition to the other rights expressly granted an employee under this agreement, the City expressly recognizes the legal rights of all of its employees, including an employee's right to free speech, to protection under

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the Federal Polygraph Protection Act, to review their personnel file and other rights granted under the United States Constitution and the Indiana Constitution.

**Section 3.04 Contracting Out.** The City shall contract out no work that is included in the job description of a member of the bargaining unit until such work has been offered to all qualified members of the bargaining unit. An MOU may be established between the City (MPD Administration and/or Mayor) and the F.O.P. to allow for contracts in cases where all parties agree.

## **ARTICLE 4 – RECOGNITION OF AGREEMENT**

**Section 4.01 Complete Agreement.** This agreement constitutes the entire agreement between the parties. Unless expressly stated to the contrary elsewhere in this agreement, or as required by law, the City and the F.O.P. for the life of this agreement, each voluntarily and unqualifiedly agrees that the other shall be obligated, to bargain collectively, with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. This agreement may be modified by mutual agreement of the parties, provided that all such modifications are in writing and properly executed. Any amendments shall be numbered, dated and signed by the parties and shall be subject to all provisions of this agreement.

**Section 4.02 Prior Agreement.** This agreement supersedes and voids all prior written agreements.


**Section 4.03 No Interruption.** It is agreed by the City and the F.O.P. that strikes, work stoppages, slowdowns, or departures from the performance of duties are in violation of this contract.


**Section 4.04. F.O.P. Responsibility in Case of Interruption.** In the event of a work stoppage or any other interference with the City's business in violation of Section 4.03 of this agreement, the F.O.P. immediately upon being notified of the violation shall exert its best efforts in good faith through its appropriate officers and representatives to cause the employees involved to return to work and to cease the interference and shall inform the City of the action taken by F.O.P.

## **ARTICLE 5. NON-DISCRIMINATION**

The City and the F.O.P. each agree not to discriminate against any Police Officer for any legal activity.

The City and the F.O.P. reaffirm their continuing commitment to afford all persons who have the necessary job qualifications an equal opportunity to compete for employment and advancement.

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Job openings that occur for special teams or special divisions will be advertised via departmental email and rave alert. Job postings will be made available for one week (7 days including non-business days) from the date of posting. Qualified applicants that are interested must submit interest response email. Minimum qualifications and selection process will be established for each job posting by the Chief of Police or the Chief's designee. The Chief of Police has final discretionary decision in placement. If additional vacancies occur within a division following a selection process (i.e. later in the year) then the Chief may not be required to post another opening. If the Chief determines an emergent need for a position in a special division or on a special team, then a placement can be made outside of this process. The Chief will notify the F.O.P. President of why this occurred.

To assure equal employment, the City and the F.O.P. agree that there shall be no illegal discrimination because of race, color, creed, religion, sex, age, national or ethnic origin, citizenship, political affiliation, physical or mental handicap and/or disability, sexual orientation or other basis prohibited by law. Equal employment opportunity includes, but is not limited to hiring, promotion, transfer, demotion, termination and training. Nothing in this agreement is intended to be inconsistent with applicable laws prohibiting unlawful discrimination. Harassment on the basis of sex is prohibited by the City and the F.O.P. Sexual harassment includes, but is not limited to unwelcome or unsolicited sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature,

- (A) When submission to such conduct is made either explicitly or implicitly a term of condition of an individual's employment.
- (B) When submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual (i.e. hiring, firing, promotion, demotion, compensation, benefits, working conditions); and
- (C) When such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Any employee who believes he or she has been unlawfully discriminated against, including sexual harassment by a co-worker, supervisor, agent of the City or representative of the F.O.P. or by a citizen served by the City should promptly report the facts of the incident or incidents and the names of the persons involved to his or her immediate supervisor, the Police Chief, the Personnel Director or the Mayor. Supervisors and the Police Chief should promptly report such incidents to the Personnel Director or the Mayor. All Claims of unlawful discrimination will be investigated, and appropriate corrective action will be taken.

Retaliation is prohibited against employees who bring charges of unlawful discrimination, including sexual harassment, or those who assist in investigating charges. Any employee bringing an unlawful discrimination complaint or assisting in the investigation of such complaint will not be adversely affected in terms and conditions of employment nor discriminated against or discharged because of the complaint.

Any person who knowingly files false charges against an employee of the City in an attempt to demean, harass, or embarrass that individual shall be subject to disciplinary action up

to and including termination.

## **ARTICLE 6. NEGOTIATIONS**

After an agreement has been reached between the F.O.P. bargaining committee and the City's negotiating committee pertaining to wages, working conditions, and fringe benefits, the City shall not alter or change such agreement in presenting it to the Mayor and to the City Council, and the F.O.P. shall not alter or change such agreement and shall recommend the total agreement to its membership. This agreement shall not control any matter that is not specifically covered herein. This agreement shall be binding upon the successors and assignees of all the parties concerned hereto, to the extent of their authority as prescribed by law.

## **ARTICLE 7. INTERPRETATION CLAUSE**

In the event of a disagreement concerning the interpretation of an item or items in this contract, the F.O.P. committee (i.e. the F.O.P. President or his/her designate, two other members appointed by the F.O.P. President or his/her designate) and the City's committee (i.e. Police Chief or his/her designate, City Attorney or his/her designate, and the City Controller or his/her designate) shall convene and attempt to reach a satisfactory agreement of the issue(s) within fifteen (15) days after notification in writing of said disagreement.

This Article is an alternative procedure to filing a grievance in Article 10 and utilization of this Article in no way impairs the rights of any party to utilize the grievance procedure. An election to utilize this Article to resolve disputes shall waive any time limitations in Article 10.

## **ARTICLE 8. SAVINGS CLAUSE**

If any provision of this agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation then the remaining parts or portions of this agreement shall remain in full force and effect for the term of this agreement.

## **ARTICLE 9. DISCUSSION PROCEDURE**

The F.O.P. President or the Chief of Police can request in writing at any time a meeting to discuss any police related problem experienced. Said meeting is to be held within 10 working days of the request. The purpose of said meeting will be to discuss and resolve any problems. The participants shall be the Chief of Police, up to two Administrative Officers designated by the Chief, the President of the F.O.P., and up to two members of the F.O.P. designated by the F.O.P. President.

## **ARTICLE 10. GRIEVANCE PROCEDURE**

The City and the F.O.P. agree that employees covered by this agreement shall be treated fairly, uniformly, and with dignity. The grievance procedure is a formal mechanism intended to assure

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that employee grievances that may develop in the day-to-day activities of public service are promptly heard, answered, and action taken where appropriate. The term "Grievance" shall mean an allegation by a bargaining unit member that there has been a breach, misinterpretation or improper application of an express provision of this agreement, excluding however issues related to health and other forms of insurance which are governed by those plans' internal appeals procedures. In addition, all matters subject to statutory authority, such as the State of Indiana's Merit Laws, are beyond the scope of this Grievance Procedure and will be adjudicated by the Chief of Police, the Merit Board and/or a court of competent jurisdiction. A grievance may be brought by any employee covered by this agreement. If a group of bargaining unit employees desire to file a grievance involving an incident affecting more than one employee, or some cases several employees in the same manner, one employee shall be selected by the group to process the grievance. All employees filing a group grievance shall be named on the grievance. When a written grievance is submitted it shall contain the following information:

- A. Aggrieved employee's name(s).
- B. Aggrieved employee's division (assignment) in which he/she works.
- C. Date of the incident that gave rise to the grievance.
- D. Date the grievance was filed in writing.
- E. A statement as to the specific section(s) of the agreement violated.
- F. A brief statement of facts involved in the grievance.
- G. The remedy requested to resolve the grievance.

The time limitations established in this article may be extended in writing by mutual agreement between the City and the F.O.P. Working days, as used in this article shall not include weekends or holidays. Failure by the City to communicate a decision at any step of the formal grievance process within the specified time shall permit the grievance to be advanced to the next step of the process. Failure by the F.O.P. to respond to the City and/or appeal the City's decision to the next step of the grievance process shall result in full satisfaction of the grievance based on the City's last answer given to said grievance.

**Step 1:** The aggrieved member shall submit details of the grievance in written form to any member of the F.O.P. grievance committee within 10 working days after the aggrieved member becomes aware or should have become aware of the occurrence of the event or circumstance giving rise to the grievance. The F.O.P. grievance committee shall convene and hear the grievance within 10 days of receipt by a committee member. Within 10 days after the committee's meeting, a written response shall be returned to the aggrieved member detailing the committee's support or denial of support for the grievance at hand. After submitting to Step 1, the aggrieved may continue to Step 2 regardless of support from the F.O.P. grievance committee.

**Step 2:** The aggrieved member and/or F.O.P. grievance committee on behalf of the aggrieved, shall submit his/her grievance in writing within 10 working days after receipt of the grievance committee's decision. This written grievance shall be presented to the office of the Chief of Police. The Chief shall conduct an investigation and answer the grievance in writing within 10 working days following the date of submission of the grievance to the office of the Chief of Police.

**Step 3:** If the grievance is not settled in Step 2, the grievance may be presented at Step 3. Step 3 shall be heard by the Mayor or his designee. The Mayor shall arrange for a meeting to receive and hear information concerning the grievance and the meeting shall occur within 15 working days after receipt of the written grievance by the office of the Mayor. The aggrieved member, representatives of the grievance committee, the Chief of Police and any other persons allowed by the Mayor shall be entitled to attend said meeting. The meeting will be informal, and parties shall endeavor to settle their differences. The Mayor's final determination shall be rendered in writing within 10 working days after the meeting date. Copies shall be sent to the Mayor, the Chief of Police, and the aggrieved member and the F.O.P. representative. All time limits specified in this Article 10 may be extended solely by written agreement of the Chief of Police and the F.O.P.

**Step 4:** If the grievance is not settled in Step 3, the aggrieved member and/or the F.O.P. grievance committee may appeal the grievance by submitting the grievance to final and binding arbitration within 20 workdays after the City's Step 3 answer. Notwithstanding the preceding, all of the terms decided by the arbitrator requiring the expenditure of funds that have not been previously appropriated must be submitted to the City Council for ratification.

## **ARTICLE 11. ARBITRATION**

### **Section 11.01. Selection of Arbitrator.**


If the F.O.P. makes a timely submission of a grievance to arbitration as stated in Step 4 of Article 10 of the grievance procedure, the Federal Mediation and Conciliation Service shall be requested by either party to submit a panel of 5 suggested arbitrators. The City and the F.O.P. shall select the arbitrator from such a list by alternately removing 1 name from the list until 1 name remains, which the F.O.P. will make the first selection.

Either party shall have the right to strike the name of an entire panel of arbitrators once. The arbitrator so selected shall be advised of his/her selection within 5 working days after the selection is made and requested to give the parties the dates upon which he/she will be available to hear the case. In no event shall the date of the hearing be sooner than 30 days from the date of selection unless waived mutually by the City, F.O.P., and/or the employee(s) involved. An arbitrator shall be limited to hearing one grievance at any one time, unless the parties agree otherwise.

### **Section 11.02. Power of Arbitrator.**

The arbitrator shall not have the power to add to, subtract from, modify or ignore any terms of this agreement, or any agreement made supplementary thereto which has been reduced to writing. His/her function shall be to determine whether any provision of the agreement has been violated by an interpretation or application of the agreement. Back pay shall be calculated on the basis of the amount of straight-time wages (including shift premium and longevity premium, if applicable) the employee would have earned with the City, less any interim

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earnings, including unemployment compensation and any other governmental payments that the employee received from any source (other than a "second job" or individual income replacement insurance benefits) during the period of time for which the back pay is being computed. The arbitrator shall render his/her decision within 30 days from the last date evidence was submitted unless additional time is requested by him/her and mutually agreed to by the parties.

### **Section 11.03. Questions of Arbitrability.**

The question of whether or not a grievance is subject to arbitration may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. However, the party disagreeing with any decision by the arbitrator as to arbitrability, may proceed to challenge said decision pursuant to formal legal process in a court of competent jurisdiction prior to initiation of the arbitration proceedings.

### **Section 11.04. Fees and Costs.**

The fees and any other costs for the services of the arbitrator and the cost of the hearing room, if any, shall be borne by the losing party. In the event the arbitrator's decision fails to grant the requested award of either party and represents a "split decision", the reporter shall be paid by the party requesting one or split equally by the parties if both parties desire a court reporter, or request a copy of any transcripts. The arbitrator shall make his/her decision based upon the evidence which is submitted at the hearing. Each party shall bear its own costs for its preparation, attendance of its own representatives at the hearing, including all witnesses, exhibits or any other matter or item which either party desires to bring to the attention of the arbitrator.

## **ARTICLE 12. DEDUCTION OF DUES**

Upon receipt of a written, personally signed authorization form from a member of the Muncie Police Department, the City shall deduct any and all amounts requested by the regular police officer including the following: F.O.P. Lodge #87 dues and assessments and Police Sympathy Club and the Muncie Police Political Action Committee and Legal Defense Fund.

## **ARTICLE 13. CONVENTIONS AND TRAINING**

### **Section 13.01. President.**

The duly elected President of F.O.P., upon certification to the Chief of Police, shall be afforded time off without loss of pay to perform his designated local, state and international F.O.P. duties. The amount of time off so taken shall not exceed 120 hours during each calendar year of this agreement; provided, however, additional time off without loss of pay may be taken if approved in advance by the Chief of Police. Time off taken pursuant to this section by the President of the F.O.P. shall not count as time off for purposes of Section 13.02, below, unless

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the President does not use all 120 hours. Remaining days not taken pursuant to this section will be rolled into days that are available to the other members covered in section 13.02.

#### **Section 13.02. Other Members.**

In addition, the duly elected president of the F.O.P. and any other police officer, as certified to the Chief of Police by the F.O.P. President, shall be afforded time off without loss of pay to attend to F.O.P. conferences, conventions, sporting events, competitions and seminars. The amount of time off so taken shall not exceed a total of 280 hours plus any unused hours rolled over from the F.O.P. President for the entire F.O.P. This shall include any State F.O.P. sponsored sporting events (Golf, Softball, Basketball, Bowling, etc.) with the approval of the Chief of Police.

#### **Section 13.03. Monthly Reports.**

The F.O.P. President shall submit monthly reports to the Chief of Police setting out the amount of time off devoted to F.O.P. activities in Sections 13.01 and 13.02 above and give a summary of the nature of said activities. If the President is unable to provide report for a certain month due to any circumstance, then he/she shall notify the F.O.P. Secretary at least 5 working days prior to the end of the current month. If said notification is made, then the F.O.P. Secretary will be responsible to submit monthly report to the Chief of Police.

#### **Section 13.04. Executive Board.**

In addition, any duly elected member of the local F.O.P. executive board, as certified to the Chief of Police by the F.O.P. President, shall be allowed to leave his assigned duty to attend any called F.O.P. meeting. Said member shall remain in service while attending said called meeting.

#### **Section 13.05. Negotiations.**

In addition, members of the F.O.P. negotiating team, not to exceed 5 members, shall be allowed time off, without loss of pay, for all negotiation meetings which shall be mutually set by the City and the F.O.P.

#### **Section 13.06. Notice.**

Provided, however, with regard to granted time off in Section 13.01 and 13.02, the F.O.P. shall give the Police Chief's Office as much advance notice as possible.

#### **Section 13.07. F.O.P. Business Time Off.**

There shall be no overtime compensation lost for approved F.O.P. business time off. Approval of time off shall be authorized in writing by the F.O.P. President or his designee and the Chief of Police or his designee.

### **Section 13.08. F.O.P. Training Facility.**

The City agrees to pay annually the rate of \$100.00 per Officer at the agreed CBA staffing levels to be able to utilize the F.O.P. grounds and facility as needed. The F.O.P. will provide a key to grounds to the designated training Officers set by the Chief of Police. Scheduling will be done between the F.O.P. representative and the training Officers to ensure there are no conflicts with other agencies. Payment will be made in two installments. The first installment will be paid during the first pay in April. The second installment will be paid during the first pay in October. The City may opt to make the payment in full during the first pay in April.

## **ARTICLE 14. WAGES**

The City shall pay the following salary structure as base pay for police officers employed by the City of Muncie, Indiana as follows, as long as such pay raises do not put the City into deficit spending:


<b>Salary Structure 2026</b>	
Probationary Officer – Day 1 through 365	\$2,272.69 Bi-Weekly (10% less than Police Officer 1)
Police Officer 1	\$2,525.21 Bi-Weekly
Police Officer 2 – Active Field Training Officer or Active Investigations Officer or Investigations Supervisor	\$2,651.47 Bi- Weekly (5% increase from Police Officer 1)
Parking and Code Enforcement Officer	\$1,748.00 Bi-Weekly

PERF contributions will be at the Police Officer 2 rate, along with current max longevity rate. Officers that fall into a category that is not at Police Officer 2 rate will still have City PERF contributions made at the rate of Police Officer 2, along with current max longevity rate.

PERF contributions for Parking and Code Enforcement Officers will be made at the rates identified for Public Employees through INPRS

Pay rates are not in lieu of longevity pay. Longevity pay will still be paid at current rates, as defined in Article 17.

The City shall pay each employee every 14 days beginning on the 1st pay cycle of this agreement. The total salary shall include step pay rate, longevity pay, and specialty pay.

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Lateral transfers will start at the rate of Police Officer 1 if they have completed the Tier 1 or Tier 2 basic ILEA. Officers that are certified through waivers may qualify for Police Officer 1 rate but that must be approved by the Chief of Police and the Indiana Law Enforcement Training Board.

Lateral Transfer Officers are defined as any Officer that has successfully completed the Indiana Law Enforcement Academy, Basic Tier 1 or Tier 2 course, and is certified by the Indiana Law Enforcement Training Board. It may also be any Officer that is certified by another state that is able to obtain waivers from ILEA to forego attending the Tier 1 Academy class. Any previously certified Officer that is required to re-attend ILEA for training may receive the compensation outlined in this C.B.A. but will require the approval of the Mayor.

Parking and Code Enforcement Officers will have pay rates set in this CBA and maintain benefits that were granted to them under their previous CBA for the 2026 year.


## **ARTICLE 15. HOURS OF WORK**


### **Section 15.01. General.**

Nothing in this agreement shall be construed as a guarantee of hours of work per day or per workweek or of days of work per workweek. The City will make reasonable efforts to provide to uniform police officers 12 hours' work per day and 80 hours' work per pay period. The City will make reasonable efforts to provide to Non-Uniform police officers 8 hours' work per day and 40 hours' work per pay period. "Hours worked" shall include paid breaks, on-shift gym time, as well as hours actually worked, and excludes all other paid time off. Training days will count as the Officer's regular workday, if scheduled (regardless of their current assignment). In instances where there are multiple training days, adjustments will be made to the officers' schedule to be as close to 80 hours for pay period as possible. -This is to be in compliance with a full-time work year under FLSA. Officers may also be afforded overtime ("OT") or compensatory ("Comp") time in accordance with Article 16 if/when days cannot be adjusted for training. Day off adjustments will be made by supervisory staff. Every full-time officer, with Supervisor approval, will be given 1 hour, during their shift to train in the Police gym. Officers will be allowed to utilize the Police Gym for at least 4 days per pay period. Additional days can be granted for Officers wishing to use more gym time. Abuse of this time may be grounds to revoke this privilege. FTOs will have gym preference (time gym is taken) for their days regardless of seniority. Supervisors will have the ability to grant or revoke gym time based on staffing needs for the shift.

### **Section 15.02. Work week: Pay Day.**

- A. Work week: The work week is Saturday through Friday. The normal work week for Uniform Division police officers is 12 hours per day, or 80 hours per pay period. Days off shall be followed by the attached schedule. Days off shall be consecutive. Rotation for officer's days off shall be changed no more than once each year unless mutually agreed upon by the City and the Officer; provided however, this does not apply to bumping or transfers.
- B. Pay day: The pay period is 2 weeks, beginning on Saturday and ending on the Friday 2 weeks later.

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- C. The Chief of Police or the Chief's designee may utilize special division employees to supplement uniform staffing as needed during critical needs.

### **Section 15.03. Shifts.**

The Chief of Police may establish shifts within the Police Department as necessary. Shift hours may vary from season to season. Uniform Division will remain on the 12-hour weekend rotating shift for the duration of this contract, however should the Chief of Police determine a staffing emergency at his/her discretion this Division schedule is subject to be altered by the Chief to ensure safe staffing levels for the city.

### **Section 15.04. Shift Posting.**

Changes in shift assignment will occur after employees have been given a proper notice. Employees shall be given, in writing, at least ten days' notice of a change in shift assignment. Employees shall have the discretion to waive their 10-day written notice of change.

### **Section 15.05. Call-out.**

The City may call out regular police officers to work at times other than the employee's scheduled shift if it is necessary for the efficient operation and safety of the City. If an officer works at a time other than his or her regular shift (i.e., court appearance, police meetings, schools or any other call-out not specifically related to the regular officer's shift) and the period of work is not connected to the officer's regular work shift, he or she shall be paid a minimum of 3 hours at the time and a half hourly rate.

## **ARTICLE 16. OVERTIME**

### **Section 16.01. Overtime Pay.**

All overtime worked by an employee shall be paid at the rate of one and one-half times the employee's regular rate of pay, whenever an employee has worked 8 or more for Non-uniform Police Officers during the workday and 12 or more hours for Uniform Police Officers or other permissible work schedule period pursuant to the Fair Labor Standards Act of 1938, as amended ("FLSA"). Any hours worked over 80 hours in a pay period will also be paid at the rate of one and one-half times the employee's regular rate of pay. Uniform Police Officers that work over 8 hours on their scheduled 8-hour day will have the choice to be paid overtime, compensatory time, or adjust their schedule within the pay period. Specialty pay, longevity pay, rank pay, and any shift differential shall be included in the calculation of the employee's regular hourly rate of pay as required by the Fair Labor Standards Act when determining the overtime pay premium. Use of a vacation day will count the same as actually working that day, and all overtime accrued will be paid accordingly.

### **Section 16.02. Performance of Overtime Work.**

Overtime shall be performed only upon assignment or with prior approval of the employee's immediate supervisor or the Chief of Police. Overtime accrued due to an officer working over to complete an assignment that began during his or her regular shift assignment shall be exempt from the overtime call out list. The Chief of Police and/or the employee's immediate supervisor shall have the right to select qualified individuals to perform such overtime in accordance with the following procedure:

**Section 16.03. Assignment of Overtime.**

The City shall use the following definitions and procedures when assigning overtime.

- A. Regular duty overtime is defined as all authorized time (rounded to the nearest one-quarter 1/4 hour) worked by an employee, which is in excess of 8 hours per day for non-uniform Police Officers and 12 hours per day for uniform Police Officers; all overtime work requiring shift officers to be held past the scheduled end of their regular duty shift; and any duty related overtime requiring special skills or training to be effectively accomplished and all patrol minimum staffing overtime
  - (1) As defined, regular duty overtime will be offered with minimum advanced notice. (Exception) Uniform patrol shift supervisors shall maintain quarterly minimum staffing sign-up sheets.
  - (2) Overtime shall be offered on a voluntary basis to any officer, regardless of assignment, with the most seniority. In instances where rapid response overtime is needed the department notification system will be utilized to address a need. Those immediate needs can be determined on first come first serve basis by on-duty supervision.
  - (3) If the number of volunteers is not sufficient to fill the overtime vacancies required, the City shall draft officers, beginning with the least senior officer working the previous shift. Supervisors will maintain a list of drafted officers. The next officer to be drafted will be the next least senior officer working so that the same officer will not be drafted twice in a row. Officers will continue to be drafted in this manner until all officers on that shift have been drafted and then it will recycle to the least senior officer. If an officer volunteers for minimum staffing then they will be moved to the end of the draft list. Only one probationary Officer between six months and one year of service may be drafted at any one time. In the event additional Officers are needed to fulfill minimum staffing requirements, all additional Officers drafted must have at least one full year of completed employment and completed all training requirements to work on their own. Lateral Hires due not fall into the probationary definition under this subsection and are eligible to be drafted as a regular Officer. If the lateral hire has not yet completed FTO then they will be placed with an appropriate FTO.

- (4) The Chief of Police or his/her designee may utilize special division employees to supplement uniform staffing as needed during critical staffing issues. This will not be a regular practice but focused around issues when staffing has been depleted for reasons such as critical incident, pandemic exposure, large team training sessions, etc. The Chief will provide a written notice to the FOP President outlining the need(s).

B. Special Duty Overtime is defined as overtime worked to provide police security for all special events.

- (1) This overtime shall be available first on a voluntary basis to any qualified officer regardless of Bureau (Division) or current assignment. Officers shall be assigned to this overtime beginning with the most senior officer. For large overtime assignments i.e. Holiday Patrol, Supervisors will establish those working based on seniority, however the most senior Officer will not be allowed to work a subsequent shift until all those that volunteered have been given the opportunity to work as well. The list will then recycle back to the most senior Officer.
- (2) If the number of volunteers is not sufficient to fill the overtime vacancies required the City shall draft qualified officers, beginning with the least senior officer regardless of their current duty assignment.
- (3) The City shall provide a minimum 10-day notice to all officers drafted and required to work special event overtime.
- (4) "Qualified" as used for purposes of drafting under this agreement shall be defined as a sworn full-time officer, who minimally has completed 6 months of time on the job or be a lateral hire with ILEA/ILEA recognized certification. In order to volunteer for Special Duty Overtime, Officers must be qualified for drafting and must be released from the field training program.
- (5) In the event that time, circumstances (i.e. the secrecy or sensitivity of an assignment), does not permit the time needed for an overtime list to be compiled, the Chief of Police shall fill that assignment with officers immediately available.
- (6) In the event of a specific job event or function that requires specific needs, the Chief of Police shall fill that assignment with officers that meet those needs.
- (7) Certain City sponsored special duty overtime events shall qualify for a special duty overtime rate of \$70 per hour.

Special Duty Overtime Events will be identified by the Chief of Police.

Officers must volunteer for events to earn the special duty overtime rate. Should officers be drafted for these events their regular overtime rate will apply.

#### **Section 16.04. Vacation Time.**

Vacation time shall be credited as working hours. Any hours a non-uniform officer works that exceed 8 hours per day or any hours that a uniform officer works that exceed 12 hours per day shall be paid at one and one half (1 ½) times the regular hourly rate, even if the officer works less than 40 hours in a week or 80 hours in a pay period.

#### **Section 16.05. Compensatory Time.**


Overtime worked by an employee may be designated in advance (on the appropriate form) as "compensatory time." Those hours designated as such shall be accrued at the rate of one and a half times the hours worked in a compensatory time bank." (A maximum of 45 hours worked) compensatory time may be accrued at any time during the calendar year. Any hours intended for accrual in excess of 45 shall be paid as regular overtime in the current pay period at the appropriate rate. An employee may choose to take accrued compensatory time as time off in one-hour increments at the supervisor's discretion so long as the time off does not create an operational hardship within that employee's division. Any accrued compensatory time not used within 60 calendar days of being earned shall be paid at the employee's regular hourly rate on the next payday. Upon termination of employment or retirement, the employee shall be paid at their regular pay rate for any accrued compensatory time. An employee using earned compensatory time shall not be eligible for minimum staffing call-in during the shift which the leave was granted. Compensatory time can only be scheduled out in advance up to 60 days. No compensatory time can be scheduled past a 60-day time limit.


#### **Section 16.06. Overtime for Officers on Pre-Retirement Severance Leave.**

Officers on pre-retirement severance leave that are still being paid on a bi-weekly basis, who are required to perform work in their official duties from when they were an active-duty Police Officer, shall be granted Overtime in accordance with Article 16 of this Contract. This excludes training to keep employment status as a sworn LE officer.

If an Officer has received a lump sum payout and/or is no longer an active employee of the City of Muncie, this section does not apply.

#### **Section 16.07. On-Call Exclusion.**

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All personnel that are scheduled on-call during a specific overtime event (i.e. Fourth of July) are excluded from the draft list. This does not include special teams (SWAT, Dive, Mobile Field Force, Hostage, Accident Reconstruction, or any other assignment determined by the Chief of Police or the Chief's designee).

### **ARTICLE 17. LONGEVITY PAY**

Subject to the provisions of this article, an officer shall be eligible to receive longevity pay after completion of the second year of service as follows- percentages for 2026 will be calculated from the Police Officer 2 Rate:

Length of Service	Rate / Percentage Amount
0-2 Years	0%
3-9 Years	3%
10-14 Years	6%
15-19 Years	9%
20 -24 Years	12%
25 Years and Greater	15%

Officers that have previous ILEA certification or ILEA equivalent certification shall be paid at the longevity rate applicable to their total years of ILEA recognized law enforcement service. This applies to lateral transfers for initial pay determination. This does not change Seniority as defined in Article 32, Section 32.02 of this agreement.

### **ARTICLE 18. SPECIALTY PAY**

#### **Section 18.01. Rank Salary Structure**

Rank Salary Structure	
<b>Sergeant</b>	12% increase from Police Officer 2 rate
<b>Lieutenant</b>	17% increase from Police Officer 2 rate
<b>Captain</b>	21% increase from Police Officer 2 rate


Supervisors assigned to investigations positions that require on-call rotation will be paid at Police Officer 2 rate as well. Non on-call supervisors will be paid at Police Officer 1 rate


#### **Section 18.02. Shift Differential Pay.**

Night Shift Uniform Division officers will receive 3% increase from Police Officer 1 rate.

Lateral Transfers will be eligible for Shift Differential Pay upon hire.

Probationary Officers are not eligible for Shift Differential Pay.

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**Section 18.03. Technical Pay.**

<b><u>Classification</u></b>	<b><u>Description</u></b>	<b><u>Rate</u></b>
Certified Tech. 1	Two listed/assigned specialties	\$500.00
Certified Tech. 2	Three listed/assigned specialties	\$700.00
Certified Tech. 3	Four or more listed/assigned specialties Assigned to Hazardous Duty	\$900.00
Certified Tech. 4	Any Police Command Staff School Graduate i.e. FBI National Academy, Louisville Southern Police Institute Command School, Northwestern University Command School (not 2 week Supervisor school), ILEA Police Chief's School, any command school not listed that may be approved by the Mayor or any Hazard Duty Team Leader Team Leaders will receive this rate rather than Tech 3 pay, and not in addition to Tech 3 pay	\$1,100.00

**Specialties**

- A. Certified Experts
  - 1. Fingerprint Comparison I Classification
  - 2. Drug Recognition Expert
  - 3. Accident Reconstructionist
  - 4. C.V.S.A.
  - 5. Certified Computer Technician
  - 6. Blood spatter
- B. Academy Certified Instructors
  - 1. Firearms
  - 2. Defensive I Physical Tactics
  - 3. E.V.O .C.
  - 4. F.T.O.
  - 5. ASP Baton
  - 6. Physical Fitness
  - 7. S.F.S.T. Instructor
- C. Technical Certifications
  - 1. Breath Test Operator
  - 2. Armorer
  - 3. Crime Scene Technician
  - 4. Hostage/Crisis Negotiation
- D. Hazardous Duty Assignments
  - 1. S.W.A.T. Team
  - 2. K-9
  - 3. S.C.U.B.A. Team
  - 4. Bio-Hazard Team
  - 5. Mobile Field Force Team

This list may also include any field of instruction certified by and through the Indiana Law Enforcement Training Board. The list of specialties may be amended by a written agreement between the Mayor and Chief of Police or Chief's designee and the F.O.P. President or the President's designee. An employee's post-secondary degree shall be determined to be applicable to Law Enforcement or not applicable to Law Enforcement based on an agreement between the Mayor and Chief of Police, or Chief's designee and the F.O.P. President or President's designee.

Lateral Transfers are eligible for Technical Pay upon hire, if they meet the requirements listed above.

#### **Section 18.04. Education Pay.**

Associate's Degree	\$500.00
Bachelor's Degree	\$1,000.00
Master's/Doctorate Degree	\$1,500.00

All Officers are eligible for education pay upon hire should they qualify.

### **ARTICLE 19. EMERGENCY RESPONDER PAY**

Every active employee of the Muncie Police Department shall be an emergency responder based on their accumulated and ongoing training and their availability to respond to all types of emergencies. Cardiopulmonary resuscitation, first aid, and automatic external defibrillator certifications shall be maintained per the standards of the American Red Cross.

### **ARTICLE 20. CALCULATION OF FINAL PAY UPON RESIGNATION.**

Officers who resign from the Police Department (not including retirement) shall receive final pay calculated in the following manner:

Total salary at the time of resignation shall include current step pay rate, longevity pay, technical pay, specialty pay (includes supervisor pay), emergency responder pay, and shift differential pay.

Effective January 1, 2026- All current banked time will be place into a severance bank. All severance bank hours will be paid to the employee upon separation of employment. Payouts in lump sum or bi-weekly payroll will be determined by the Mayor after consultation with the Chief of Police or their designee.

Effective January 1, 2026- Employees will be able to bank 32 hours of sick time per year to a maximum bank of 320 hours as a "Retirement Bank" This bank can be utilized for extended sick time purposes and payable upon the employee's retirement or approved disability retirement. Any other separation of employment will result in the loss of these banked hours as a payable benefit.

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Employees hired after December 31, 2025 will only receive a new "Retirement Bank"

Employees who retire or are approved for disability separation will be compensated for all time in both severance bank and retirement bank.

Employees who achieve perfect attendance every year (no used sick hours will be able to add 16 additional hours per year to their severance bank)

For employees hired after December 31, 2025 who achieve perfect attendance every year (no used sick hours, will be allowed to place all 40 hours into their retirement bank).

Severance and Retirement time will be calculated as hours.

Upon entering pre-retirement severance, an officer will have the option of requesting the payout to be made in a lump sum amount, or in bi-weekly payments until paid in full. However, it is the City of Muncie's option to decide which method best suits the needs of the City of Muncie. An officer must make a written request to the Chief of Police regarding the form of payout least twenty-one (21) calendar days prior to formally declaring a retirement date for purposes of DROP.

The Chief of Police will consult with the Mayor and Controller and advise the member of the determination for final pay out within 10 business days of the date of determination.

Once an Officer has entered into severance time, all time off benefits are frozen. If an Officer carries into a new calendar year while on severance time and/or retirement time, they shall not accrue any additional time off benefits .

## **ARTICLE 21. CLOTHING AND EQUIPMENT ALLOWANCE.**

### **Section 21.01. Clothing Allowance.**

The City agrees to pay the following sums for the following years in cash for the replacement, maintenance and repair of clothing and equipment for a Non-Probationary Police Officer. Said clothing allowance shall be paid in the following installments on the first pay in June and the first pay in December. Lateral Hires and Probationary Officers will not receive this benefit during their first calendar year of employment because they will be provided with all necessary uniform and equipment as defined in section 21.03.

Year 2026- \$1,600.00 Total- Installments of \$800.00

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Officers must adhere to the new uniform standards set forth in policy by July 1, 2026 without being subject to grievances. The City further agrees that at any time after July 1, 2026, during the course of this agreement that if there is a change in uniform or equipment of a regular police officer, the initial cost of the change shall be the burden of the City. The City upon request shall replace any employee's equipment or clothing damaged beyond serviceability in the course of duty as approved by the Chief of Police or his designee. Equipment or clothing replaced by the City shall be of equal quality to that which is issued to newly hired police officers.

### **Section 21.02. Vests.**

The City further agrees that it shall provide body armor to each of its regular officers of the Muncie Police Department and shall replace said armor upon expiration of the manufacturer's warranty or in the event of documented job-related damage that would invalidate said warranty. Body armor shall be mandatory equipment to be worn by all officers that are issued the equipment.

### **Section 21.03. Initial Issue of Equipment to New Officers.**

The following equipment shall be issued to all newly hired Police Officers:

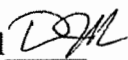
- 2 Short sleeve collared class C uniform shirts (brand identified in policy)
- 2 Long sleeve collared class C uniform shirts (brand identified in policy)
- 2 Pair class C pants (brand identified in policy)
- 2 Velcro backed patches for class C uniform
- 1 Long sleeve class A uniform shirt with patches
- 1 Pair Class A uniform pants
- Necessary Class A accessories
- 1 Jacket with patches
- 1 Metal Shirt Badge, 1 flex badge for class C uniform
- 1 Class A Hat
- 1 Hat badge for Class A
- 1 MPD baseball hat
- 1 Gun belt (including holster, 2 sets of handcuffs, handcuff case, magazine pouch, radio carrier, Baton, Baton holder, weapon light) If Officers request a different firearm holster other than the normal duty issue holster, then the Officer will pay the difference in cost if their selected holster is a greater cost than that of the holster selected by the Police Department.
- 1 Duty Handgun with three magazines and appropriate supply of ammunition
- 1 Body Armor Vest with outer vest carrier
- 1 Police Identification Card


## **ARTICLE 22. HOLIDAY TIME AND PAY**

The City Agrees to allot 14 holidays to police officers as follows:

New Year's Day  
New Year's Eve Day

Memorial Day  
Independence Day

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Martin Luther King Jr's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Easter	Christmas Eve Day
Labor Day	Christmas Day
Juneteenth	

In each of the above listed Holidays, the midnight shift will begin on the night before the listed Holiday.

An officer who is scheduled to work a Holiday, or who is called in because of his/her special assignment, who works the majority of a scheduled shift (without using any sick time) on a paid Holiday will receive a bonus amount in the sum of \$110.00.

## **ARTICLE 23. VACATION**

### **Section 23.01. Amount of Scheduling.**

Subject to the provisions of Article 12, regular police officers shall be entitled to vacation benefits as set forth below. This schedule of weeks off duty is governed by each police officer's years of service (seniority) in grade.

Vacation time may be taken in hour increments depending on employee assignment. Officers shall take ½ of their allotted vacation time in "blocks" that must be scheduled by seniority. Vacation blocks will be scheduled before and have priority over single vacation days. A vacation block is defined as consecutive days requested off that are surrounded by the employees regularly scheduled days off.

Vacation selection shall begin promptly on January 1st for the upcoming year. The procedure for selecting vacation periods shall begin with the most senior employee in the shift assignment making his/her selection, then the next most senior employee, and continuing as such until all employees have made their first selection. A second, third, fourth, and if necessary, a fifth round of selections in said manner shall continue. Any employee requesting a vacation period from January 1st until vacation selections are complete shall be granted the period and the period shall be considered as the last pick by that employee in seniority-based selections. No more than 3 officers will be allowed to be off on scheduled vacation or compensatory time per day, subject to minimum staffing requirements of 10 officers.

Probationary officers shall earn 12 hours of vacation per month of service during their probationary year. Once the probationary year is completed vacation hours for remainder of the year will be prorated based on the rate for the second year of service. Years of service shall be determined in January, 1<sup>st</sup> based on the number of years that would be attained on the anniversary date during the coming calendar year

Officers that have previous ILEA certification or ILEA equivalent certification shall earn vacation at the rate applicable to their total years of ILEA recognized law enforcement service. This applies to lateral transfers for vacation determinations upon hire.

This does not change Seniority as defined in Article 32, Section 32.02 of this agreement, specifically for selection of vacations which are based on seniority

Years of Service	
During 2nd and 3rd year of service	160 hours (4 weeks)
During 4th through 15th year of service	240 hours (6 weeks)
During 16th and greater years of service	280 hours (7 weeks)

Each officer may take all of his/her vacation at once or be permitted to split his/her assigned weeks into one, or two-week increments. If split into one, or two-week increments, he/she must wait until all others have made their first selection before choosing his/her second selection of time. The officer must then wait until all others have made their second selection before the officer may make his/her third selection and so on until each officer has chosen his/her weeks.

#### **Section 23.02. Vacation Schedule; Reassignment of Shift.**

Once a regular police officer's vacation schedule is assigned, it shall not be changed due to change in shift or assignment, if made pursuant to orders of the Department, unless it is mutually agreed upon by both parties or instances where an officer is accepting a promotion. Where the change in shift or assignment is at the request of the officer, the assigned vacation schedule is subject to reassignment.

#### **Section 23.03. Vacation Pay Time of Payment.**


**A. Vacation Pay.** Pay for time off which is charged to vacation will be at the employee's regular rate of pay for the actual, scheduled straight-time hours not worked. Non-uniform Police Officer vacation days are recognized at 8 hours, while uniform Police Officer vacation days are recognized at 12 hours or 8 hours depending on employee assignment.


**B. Time of Payment.** Vacation pay is paid on the usual payday for the payroll period in which the vacation is taken.

#### **Section 23.04. Termination of Employment.**

An officer shall be entitled to receive the cash equivalent of his or her available but unused vacation, sick time, comp time, and severance time existing at the time of termination of employment not to exceed 320 hours.

#### **Section 23.05. Changes in Days Off Assignment.**

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After vacation selection has been made, the scheduled days off and vacation day selection for that week are frozen and may not be changed despite a modification of the employee's days off, unless that employee utilizes a shift bump to voluntarily switch days. Days off will return to the modified schedule after the vacation is completed.

## **ARTICLE 24. TUITION REIMBURSEMENT**

**Section 24.01.** Upon approval of the Chief or his designee, employees shall receive 100% reimbursement for tuition and book fees for Criminal Justice and Criminology courses when employees receive a passing grade ("C" or better). Reimbursement shall occur within 30 days after a written request for reimbursement is received by the Chief.

**Section 24.02.** Any degree program, that can be applicable toward the Law Enforcement Profession, shall receive this same benefit. Applicable Degree programs to include: Psychology, Sociology, Forensic Science, and Public Safety Management.

**Section 24.03.** Any degree program not listed that may be applicable to Law Enforcement may be submitted to the Chief of Police for consideration. The Chief of Police and the Mayor or his/her designee, and the F.O.P. President or his/her designee shall determine the Degree Program's applicability to Law Enforcement. The Chief of Police and the F.O.P. President shall present cause in writing to the submitting Officer for determinations not to issue Tuition Reimbursement.


This article shall not provide reimbursement for courses begun or completed prior to January 1, 2019.

## **ARTICLE 25. PHYSICAL EXAMINATION**

All regular officers under the age of 40 may, upon their request, be examined bi-annually, with new probationary police officers exempt for the first annual period from date of hire, by a physician named by the City. Officers 40 and older may, upon their request, be examined annually by a physician named by the City. Costs for physical examinations shall be borne by the City.

In addition to the medical, social, family history and exam, each individual shall have laboratory studies to include, but not limited to, the following:

- A. Complete Blood count
- B. Chemistry 21 profile
- C. HDL cholesterol
- D. Urinalysis
- E. Pulmonary function
- F. Resting ECG and sub maximal bicycle exercise stress test
- G. Skin fold measurements with an estimation of total body fat
- H. Visual testing to include color vision, stereopsis, fusion, horizontal field vision (grossly) and visual acuity (corrected if glasses are worn)

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Early detection scans to include but not limited to Colonoscopies, Mammograms, Prostate exams and Skin Cancer Screenings.

The City and the F.O.P. jointly anticipate an increase in the cost of said examination and recognize the problems of such an increase in cost. Neither party shall be obligated to bargain about physical examinations during the term of this agreement, nor shall the City be committed to bear any cost over and above \$10,500.00 per year for said physical examinations. Physicals will be voluntary. The physical examination report shall be confidential and shall remain in the custody of the physician conducting the examination. Information made available to the City shall be limited to a report of "fit for duty with necessary work restrictions or accommodations." The physical examination is limited to the Industrial Physical Program given at Ball Memorial Hospital.

Officers will be tested on the Academy fitness standards annually. Should an officer be able to successfully complete the identified Indiana Law Enforcement Academy exit standards for physical fitness, those officers shall be granted two days of leave to be utilized any time during the current calendar year. These days will not be paid out or rolled into the Officer's severance bank. Minimum staffing rules apply to requested time off.

The City will provide access to cancer screening (blood and ultrasound) utilizing test services agreed upon by the Union and the City

## **ARTICLE 26. JOB STRESS COUNSELING**

The City shall pay to provide at no cost to the regular police officer professional counseling services for the regular police officer, their spouse and children to help alleviate problems that may exist due to occupational stress. The counseling sessions shall remain confidential between the officer, the officer's family and the counselor. Information shall be released to the City only upon the written consent of the officer.

## **ARTICLE 27. LIFE INSURANCE**

The City shall pay the full premium for a \$30,000.00 life insurance policy with an accidental death and dismemberment clause for each active police officer. An officer may purchase up to an additional \$20,000.00 of life insurance through the City at the officer's sole cost and expense. The City shall pay a \$5,000.00 death benefit to the beneficiary or estate of all retirees of the Muncie Police Department.

## **ARTICLE 28. SICK LEAVE**

Employees shall be entitled to sick leave based on the following provisions:

- A. Employees shall notify their supervisor of the need to use sick leave time at least 45 minutes prior to the start of their assigned shift.
- B. Employees requesting sick leave time shall not be unreasonably denied.
- C. An employee shall receive 5 sick days. Sick leave may be used in half day

increments (hours) based off assignment. When an employee uses these days, the employee shall not be required to provide written verification from a physician unless the City has a reason to believe the employee is not using these days for the employee's own illness or the illness of the employee's immediate family. Immediate family shall mean the employee's spouse, parent or minor child. If an employee uses less than their maximum sick hours during the calendar year, refer to Article 20 for application rules.

- D. Additional sick leave hours used in a calendar year shall require a written verification from a doctor or licensed mental health professional capable of diagnosis and treatment. Paid sick hours beyond the number of hours described in paragraph C above, may only be used for the employee's own illness. Employees who utilize this extended sick leave that have vacation hours already scheduled will be required to use those vacation days as scheduled. Those vacation hours will not count against the amount of extended sick leave time that is afforded.
- E. Should employee's doctor or licensed mental health professional capable of diagnosis and treatment recommend extended sick leave, the employee shall be granted up to 10 weeks of extended sick leave time. The employee (if on light duty or off duty on extended sick leave) will be required to provide treatment and progress documentation at least every 30 days or at the request of the Chief of Police or his/her designee.
- F. In order to qualify for 10 weeks of extended sick leave, the employee must first utilize any remaining unused sick days. Then the employee must utilize any remaining unscheduled vacation hours. Once an employee starts severance or "banked" time, the days off will alternate between "extended sick 10 weeks" and "banked" time. Then they will have the remaining balance of the 10-week extended sick leave. \*\*Note if an extended absence carries the employee into a new year, then half of their vacation time will still be allowed to be scheduled; however, the new bank of unscheduled vacation time is subject to be applied towards this clause for extended time off. Any employee who is utilizing time off under this clause will be required to provide a note from their provider after the use of their annual sick hours/days.
- G. Employees who enter extended sick leave after the use of their annual sick hours will be required to provide their medical provider with the list of modified duty assignments available at the department. They must also provide a list, to the department, of restrictions and capabilities outlined by their medical provider after providing the modified duty assignment list to the provider.
- H. Employees who require non-duty extended sick leave time in excess of 10 weeks shall be entitled to receive donation of sick leave time from other employees as defined by city ordinance 54-01 provided that all time available to them has been exhausted pursuant to the above paragraph. Employees are also subject to department policy and procedure regarding fit-for-duty if they continue to need extended leave.
- I. Employees who become injured or ill in the line of duty shall be allowed extended paid sick leave not to exceed one year. If additional sick leave is needed to recuperate then the employee will be granted additional unpaid time based on the decision of a joint committee (including the President of the Muncie Police Merit

Commission or his/her designee, the Chief of Police or his/her designee, and the President of the F.O.P. or his/her designee) which shall review the report of the city's physician and determine that the employee will ultimately be able to return to duty. Employees who become injured or ill in the line of duty will be required to complete all necessary paperwork for workman's compensation, including a medical release form so appropriate progress can be tracked on the employee's recovery.

- J. Pursuant to departmental policy an employee that is on sick leave, on a sick day, or placed on administrative leave, bereavement leave, paternity leave, or emergency leave are not eligible to work secondary jobs regardless of job classification.
- K. Notwithstanding the preceding when an employee is using paid sick hours for a worker's compensation injury, the employee may only use sick hours in an amount sufficient to make up the difference between the employee's regular pay and the worker's compensation benefit.
- L. No Officer will have to use their paid sick hours if he or she is hurt while on-duty or performing a department function that is recognized as his or her duty day, and has to leave and/or miss work for health, safety, or any other reason that is a direct result of the injury. First injury report forms will be completed and, they will be required to seek medical attention for the injury if it results in time off. The Officer will only be required to use their paid sick hours if the work injury causes the Officer to miss enough time to be placed on extended sick leave. If the Officer is placed on extended sick leave, then they will be required to use any remaining paid sick days prior to being placed into 10 weeks of extended sick leave time.
- M. Officers placed into extended sick leave will be required to complete Family Medical Leave Act paperwork which will be signed by an appropriated medical provider. This will be done after the employee has exhausted their annual sick leave and run concurrently with used severance time, vacation time, extended sick leave (10 weeks) or any combination of the three.

## **ARTICLE 29. BEREAVEMENT LEAVE**

In the event of the death of an officer's immediate family, the employee shall be granted up to a maximum of 40 hours of bereavement leave time per occurrence for non-uniform Officers and 48 hours of bereavement leave time per occurrence for uniform Officers. Bereavement leave time may be used in 8- or 12-hour increments based on employee assignment. Immediate family shall include spouse or significant other (one who resides in the home of the employee in the place of a spouse), children, stepchildren, grandchildren, parents, grandparents, brother, sisters, mothers-in-law, fathers-in-law, daughters-in-law, sons-in-law, sisters-in-law, brothers-in-law, or legal guardian or other person who stands in the place of a parent (in loco parentis).

Realizing that extenuating circumstances can occur, the Chief of Police retains the right to grant additional working hours of leave time per occurrence as the situation may warrant.



In the event of the death of a member of an officer's family which does not qualify as immediate family, less bereavement leave time may be granted up to a maximum of 40 hours of bereavement leave time for non-uniform Officers and 48 hours of bereavement leave time for uniform Officers occurrence at the discretion of the Chief of Police.

### **ARTICLE 30. EMERGENCY LEAVE/ADMINISTRATIVE LEAVE**

In the event of a verifiable emergency, an employee may be granted up to 40 hours of emergency leave time per year for non-uniform Officers and 48 hours of emergency leave time for uniform Officers. Emergency leave may be used in 8- or 12-hour increments based on employee assignment. Realizing that extenuating circumstances can occur, the Chief of Police retains the right to grant additional working days of leave time per occurrence as the situation may warrant. Emergency leave must be approved by the Chief of Police or his/her designee. Verifiable emergencies shall be defined by agreement of the Chief of Police and F.O.P. President or their designees.

Administrative Leave will be determined by the Chief of Police or his/her designee. Any employee that has been placed on Administrative Leave that has a scheduled compensatory or vacation time that occurs while on AL, they will still be required to use those hours as scheduled.

### **ARTICLE 31. PATERNITY LEAVE/MATERNITY LEAVE**

In the event of childbirth, an employee shall be granted 2 weeks (80 hours) of paternity leave or up to 8 weeks (320 hours) of maternity leave for mothers who give birth. For mothers who give birth that are on leave-FMLA paperwork will be completed and they must provide an update from their physician after 30 days on potential return to work status. If an officer legally adopts a child they will be granted 2 weeks (80 hours) of paternity/maternity leave. They will be required to provide legal adoption paperwork to the Chief of Police or designee verifying the adoption.

### **ARTICLE 32. SENIORITY**

**Section 32.01.** This article applies only to uniformed patrol officers of the Muncie Police Department who have completed their probationary year.

**Section 32.02.** Seniority for a uniformed regular police officer is defined as the uniformed regular police officer's total length of service with the police department as a full-time regular police officer. In the event two or more uniformed regular police officers have the same date of hire, the senior uniformed police officer shall be the uniformed regular police officer who ranked highest on the Merit Commission's eligibility list for appointment to the Police Department.

**Section 32.03.** At no time shall any supervisor and/or administrator, change a uniformed regular police officer's shift for any reason except as set forth below:

- A. If a shift is over staffed, then the least senior (in years) uniformed regular police officer shall be moved to another shift which seniority would allow.
- B. If a uniformed regular police officer wishes to change shifts, he/she may move to another shift once during the calendar year, so long as he/she has more seniority than someone on the other shift, and the least senior uniformed police officer on the shift to which he/she transfers shall take effect on the first day of the pay period. Transfers shall be granted with 30 days of the date the written request is received by the Chief of Police or his designee. Prior to January 1<sup>st</sup> of each year, employees shall submit their preferences for shift assignment and shall be granted that preference according to seniority.
- C. If a uniformed regular police officer agrees to take a special assignment in a technical field, they may be required to work a particular shift because of the need for balanced special assignments. Those team assignments would include K-9, FTO, SWAT, SCUBA, Traffic Division.
- D. If a uniformed regular police officer agrees to accept a promotion, he/she may be required to change shifts. Any Officer accepting promotion will still be given 10-day notification of transfer but may opt to waive 10-day notification. If newly promoted Officers opt to waive 10-day notification that is required, then a letter will be submitted to the Chief of Police, with their intent to waive notification to be transferred shifts.
- E. If agreed upon by the officer and the City, an officer may be temporarily transferred for up to 90 days. At the end of the ninety (90) days of the officer's temporary transfer, the officer shall have the right to return to his or her pre-transfer assignment. An officer on temporary transfer shall abide by seniority rules within that bureau. Multiple officers temporarily transferred at the same time shall be returned to their pre-transfer assignment starting with the most senior officer first.
- F. The City recognizes that there is an established day shift and night shift for Uniform Division with established 12-hour shifts blocks. There are not two day-shifts and two night-shifts. The City recognizes seniority rights for seniority shift transfers as only occurring between day shift and night shift (not between squads). The City will attempt to make reasonable accommodations during the bids for shift preference when entering a new year.
- G. The Chief of Police or Chief's designee may utilize special division employees to supplement uniform staffing as needed during critical needs.

### **ARTICLE 33. SHIFT IDENTIFICATION**

All shift times of the various units, divisions, and bureaus will be determined by the Chief of Police or the Chief's designee.

### **ARTICLE 34. LAYOFF**

**Section 34.01. Generally.** There shall be no lay-off of Regular Police Officers which reduce the Departments authorized manpower level below the levels contained in this agreement except as stated in paragraph 34.02 below.

**Section 34.02. Procedure.** In the event of an economic emergency where such economic emergency is not caused by a transfer of funds to other projects the City may lay-off Regular Police Officers as described in the following procedures:

- (a) The city shall give written notice to the F.O.P at least thirty (30) calendar days prior to the start date of any layoff. Such notice shall be signed by the Mayor and the President of the City Council or each of their designees. The notice shall include reason or reasons for the layoff, number of officers to be laid off, and the estimated time until recall. Such notice shall be either personally given to the President of the F.O.P. or mailed to the F.O.P. at the following address: President, Fraternal Order of Police Lodge #87, 821 S. Butterfield Rd., P.O. Box 515, Muncie, Indiana 47305.
- (b) Following the giving of such notice and at least 10 days prior to the time of proposed layoff, The Mayor, Chief of Police, or their designee, President of City Council and/or their designee, and President of the F.O.P. or their designee, shall meet and discuss the proposed layoff and explore possible ways to avoid the layoff.
- (c) If, following such a meeting, the City has met the requirements outlined in paragraph 34.02 above and continues to deem it necessary to layoff regular Police Officers, then Reserve Officers, Special Officers, and Auxiliary Officers employed on a regular, full-time basis by the Police Department shall be released first. Thereafter, the layoff of regular Police Officers shall be on the basis of reverse seniority, starting with the least senior regular Police Officer and going up the seniority ladder from that point. For each regular Police Officer laid off the City must lay off 1 civilian employed on a regular, full-time basis by the Police Department until such time as 50% of the regular, full-time civilians employed by the Police Department have been laid off. Additional layoffs of civilians employed on a regular, full-time basis by the Police Department beyond 50% shall be determined by the City in its sole discretion. Recall of regular Police Officers who are on layoff shall be on the basis of seniority, starting with the most senior and going down the seniority ladder from that point.

- (d) However, if a regular Police Officer is called to full-time Military Duty for a period that exceeds six months, the Chief of Police may replace the regular Police Officer's spot on the department with a new hire. When the regular Police Officer returns from Military Duty he will resume his spot on the Police Department. If the return of the regular Police Officer from Military Duty causes the Police Department to exceed its current approved staffing level the lowest senior officer shall be laid off. This layoff will occur without causing any civilian employee to be laid off.

**Section 34.03. Performance of Work.** Subject to the restrictions set forth in this Article 34, during any time when one or more regular Police Officers are laid off:

- a) Work for which a Reserve Officer, Special Officer or Auxiliary Officer would be paid to perform shall first be offered to be laid off regular Police Officers on the basis of seniority, starting with the most senior. If such work is accepted and performed by a laid off regular Police Officer he/she shall be paid therefore on an hourly basis at the same, standard hourly rate as would have been paid to a Reserve Officer, Special Officer or Auxiliary Officer who performed the work.
- b) Except as permitted by paragraph (c), below, during each full calendar month one or more regular Police Officers are on layoff, no work shall be performed by Reserve Officers, Special Officers, or Auxiliary Officers.
- c) If the City desires to have Reserve Officers, Special Officers, or Auxiliary Officers perform work, it shall first offer the work to laid off regular Police Officers on the basis of seniority, starting with the most senior. A list of all work presently being filled by any non-regular Officer, will be posted and kept updated to allow regular Police Officers every opportunity to perform the duties. No non-regular Officer will be allowed to perform any job of a Muncie Police Officer, unless verified by the F.O.P. President or his designee, and a regular Police Officer on layoff status is not available to perform the duty.
  - 1) If a laid-off regular Police Officer accepts and performs the work, he/she shall be paid therefore on an hourly basis at the same, standard hourly rate which at this time is paid to Reserve Officers, Special Officers, or Auxiliary Officers for paid work;
  - 2) The work which is not accepted and performed by regular Police Officers may be performed by Reserve Police Officers, Special Officers, or Auxiliary Officers.
  - 3) At any time, a regular Police Officer is on layoff from the City Police Department, that member's health and life insurance shall continue in full force and effect for a period of 6 months from the date of layoff.

**Section 34.04. Recall of laid off regular Police Officers.** All laid off regular Police Officers shall be recalled starting with the most senior regular Police Officer.

- A. Laid off regular Police Officers shall be notified by registered mail of the opportunity to return to active status with the Muncie Police Department. Within 14 days after

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receiving the letter the laid off regular Police Officer must respond to the City in writing, their acceptance or denial of employment. Denial of employment by the laid off regular Police Officer shall result in the loss of all rights to recall.

- B. Laid off regular Police Officers shall remain eligible to return under Section (a) above for a minimum of 2 years after the date of layoff regardless of seniority. Officers with more than 2 years seniority shall be eligible to return for a period of time equal to the time of their service to the Muncie Police Department

**Section 34.05. Hiring Freeze.** For purpose of this Article 34, a hiring freeze is not considered to be a layoff and as such the provisions of this Article 34 do not apply during a hiring freeze. A hiring freeze is an example of one of the ways in which the City and the F.O.P. may agree to avoid a layoff as described in Section 34.02 (b), above.

## **ARTICLE 35. MANPOWER**


**Section 35.01.** The authorized manpower level of 109 through December 31, 2026 shall be maintained unless mutually agreed upon by the City and the F.O.P. or unless such levels cause the City to go into deficit spending. In the event new areas are annexed into the City during the term of this agreement, the City and the F.O.P. shall meet to discuss increasing the authorized manpower levels in accordance with the most current annexation study. This does not include special officers unless mutually agreed upon by the City and F.O.P. through a MOU.


**Section 35.02.** Whenever manpower levels are reduced lower than the authorized manpower level set forth in Section 35.01, the Chief of Police shall, within 30 calendar days, request that the Merit Commission appoint an officer to fill such vacancy from the existing legal hiring list. The Chief of Police may request an extension to the F.O.P. President based on the department needs (i.e. number of training personnel currently available to train new hire personnel).

## **ARTICLE 36. SHIFT STRENGTH**

Sufficient personnel shall be maintained on duty and available for response to calls. Sufficient regular patrol Officers shall be available to provide a minimum of 10 regular patrol Officers for a scheduled uniform shift. This includes officers that are on their scheduled 8-hour shift. If sufficient personnel are not available to meet the minimum staffing requirements, regular patrol Officers shall be retained or recalled on overtime. Officers will not be mandated to work in excess of 16 consecutive hours. Only one probationary Officer between six months and one year of service may be drafted at any one time. In the event additional Officers are needed to fulfill minimum staffing requirements, all additional Officers drafted must have at least one full year of completed employment and completed all training requirements to work on their own.

Pursuant to Article 23: Vacation and Section 16.05- Compensatory Time- No more than 3 officers shall be allowed to be on scheduled vacation or comp time on the same day. This rule supersedes minimum staffing of 10 officers.

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Example: Should a shift be staffed with 15 regular patrol officers and 2 officers are approved for a vacation day and one officer is approved for a comp day (3 scheduled officers off) then no further time off requests for vacation or comp will be allowed to be scheduled until two weeks from the requested day. Officers may schedule up to one week off at the start of the 14 day window, should that not take the shift below the required 10 officers for minimum staffing.

Sick days, training days, special assignment days, etc- can be applied to the minimum staffing rule of 10 officers

Additional Example for shift assigned with 12 regular officers: Should a shift be staffed with 12 regular patrol officers, then only 2 officers could be approved for a vacation day or a comp day because that caused the City to reach its pre-designated minimum staffing of 10 regular patrol officers.

Supervisors will utilize the minimum staffing list first, in attempt to obtain volunteers based on seniority to fill positions.

The shift assignment that is coming into work to relieve during which a shortage has occurred, will be contacted by the outgoing shift supervision in attempt to obtain a volunteer to assist in filling minimum staffing.

Supervisors may also request that Officers on an 8-hour assignment day, adjust their schedule to either come in later in their shift or to stay past the regular course of duty time. This will be the officer's discretion to accept an adjusted assignment.

The City agrees to authorize overtime (OT) or compensatory (Comp) time for coverage for the front desk officer, if the front desk officer is on a scheduled day off and the shift is already at minimum staffing (10 Officers scheduled). The same will apply for when City Hall is utilized as a warming station and requires the presence of an officer after regular business hours. This does not apply to evening meeting sessions i.e., monthly City Council meetings. Due to regular business hours falling between 8:00 AM and 4:00 PM, if a volunteer is not obtained, this will not be subject to mandatory drafting by reverse seniority unless authorized by the Chief of Police or his/her designee.

### **ARTICLE 37. OFF-DAY EMPLOYMENT**

A Police Officer's extra employment shall not be interfered with unreasonably, so long as it is honorable, honest work, and so long as it does not conflict with the policies or general order of the Police Department. In addition, the officer shall provide the Chief of Police with a signed insurance indemnification form.

No Officer will be allowed to work extra employment during his/her probationary year, with the exception of any Officer that was an MPD reserve with a 200-unit number and transfer/waivered Officers with more than one year of service at prior department with ILEA or equivalent training. All extra employment during these times must have been acquired prior to starting full time. No probationary Officer will seek new extra employment during his/her first year, with the exception of transfer/waivered Officers. Transfer/waivered Officers may seek


new extra employment after six months full-time employment with the approval of the Chief of Police.


### **ARTICLE 38. DRUG AND ALCOHOL POLICY.**

- A. Substance abuse is a concern because of its relationship to and adverse effects upon job performance, productivity, sickness, accidents and injuries in the workplace. The illegal use of drugs or the use of alcohol during working time tends to make the affected employee less productive, less reliable, and prone to greater absenteeism and threatens the Muncie Police Department's ability to function properly. The Department cannot tolerate any use of alcohol or any illegal drug use which might impair the health and well-being of its employees. All Department employees have the right to work in a drug-free environment and to work with persons free from the effects of substance abuse.
- B. The City and F.O.P. Lodge #87 agree that the use of alcohol during working time is prohibited. The City and FOP Lodge #87 also agree that the use of illegal drugs and the abuse of prescribed drugs is prohibited at all times. Further, the parties hereto agree that being under the influence of alcohol or illegal drugs during working time is prohibited.
- C. The City shall set forth policy and procedure governing random and for-cause drug testing.
- D. An employee shall be required to submit to an immediate drug or alcohol test where a reasonable suspicion exists that the employee is using, consuming or under the influence of illegal drugs, alcohol, or is abusing prescribed drugs during working time.
- E. Officers may be drug tested at any time it is deemed necessary by the Chief of Police or the Chief's designee. The employee will be provided with the reasoning.
- F. Officers will submit to drug and alcohol testing pursuant to department policy for vehicular crashes involving city owned vehicles.
- G. Exceptions to this article may be considered on an individual basis by the City.

### **ARTICLE 39. EMPLOYEE ASSISTANCE PROGRAM**

The F.O.P #87 and the Muncie Police Department recognize that an employee may have personal problems that may affect their health and wellbeing, as well as impart deleterious effects on the individual's job performances abilities. The F.O.P. and the City support and encourage the individual and his/her family to seek meaningful and effective assistance through the confidential use of Employee Assistance Program (EAP) facilities. The goal of the EAP is to restore an individual to health and full recovery. Personal and health problems such as alcohol or drug abuse, stress, marital, family, emotional, medical, legal, financial, and/or career can be effectively dealt with through the use of EAP and outside referrals. Some of these problems are recognized as diseases by the medical profession, which requires skilled rehabilitative assistance and treatment. The F.O.P. and the City are concerned with the problems, which definitely and repeatedly impair the job performance and

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dependability of the individual and the health, safety, or interpersonal relations of all members in contact with the affected individual.

Voluntary utilization of the program is encouraged with the assurance of confidentiality and job security. Confidentiality of all records of the employee pertaining to participation in the EAP will be maintained. All persons participating in the EAP are expected to meet existing job performance standards and established work rules within the timeframe of this agreement. Exceptions to this policy will be considered on an individual basis and decided by mutual agreement of the F.O.P. and the City. EAP does not replace established disciplinary processes or the individual's access to the grievance procedures provided for in this contract. Individuals who continually refuse or reject remedial assistance and/or treatment will be handled according to the police Department's disciplinary procedures. For an employee who voluntarily participates in the EAP for substance abuse and successfully completes said program, the cost of the program shall be paid in accordance with the present health insurance coverage. For mandatory participation in the EAP for substance abuse where the employee successfully completes said program; the cost shall be paid in accordance with the employee's present health insurance coverage. If the employee chooses not to complete the program, (including required after care) the employee will pay (100%) one hundred percent of the cost of the program and be subject to disciplinary action. Police Department Personnel and their family may call an EAP representative directly or through their immediate supervisor, if they so desire, for help in assessing personal problems.

Appropriate training of EAP personnel will be maintained to ensure the credibility and professionalism of the program. The City of Muncie Police Department shall pay for appropriate training. There shall be (4) four EAP unless the F.O.P. mutually agree upon another number. It is the intent of the EAP to maintain the highest professional standards in safeguarding the privacy and personal dignity of all who seek or accept services. The EAP representative will be elected by the body of the F.O.P. #87 and will be given time off to allow for preparation. Time spent on EAP will be considered as duty time.

#### **ARTICLE 40. NON-POLICE OFFICER RELATED WORK**


No employee shall be required to do maintenance, cleaning, painting, or unreasonable non-Police Department related work unless specified in an employee's job description. City shall, whenever feasible, consult with the F.O.P. Lodge #87 President prior to requiring any employee to perform non-Police Department related work. Whether or not said work is "unreasonable" shall be subject to the grievance procedure outlined in Article 10.

#### **ARTICLE 41. BILL OF RIGHTS**

**Section 41.01.** Whenever a police officer is under investigation (such officer hereafter referred to as "Accused") by the Internal Affairs Unit or any other police officer delegated by the Chief of Police to investigate a formal complaint, he shall have the following rights:

- A. An Accused shall only be required to appear before an Internal Affairs Unit investigator for questioning or an interview when a signed and sworn formal

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complaint has been filed against him and he has been notified thereof. The complaint shall set forth the exact rules, regulations, etc. the accused officer is alleged to have violated and the nature of the supportive facts. These shall be presented to him at least twenty-four (24) hours prior to his being required to give a statement.

- (1) The formal external complaint shall be in writing, signed, and sworn to by the citizen making the allegations, and shall set forth a concise statement of the facts upon which the complaint is based including the date, time, and location of the occurrence. All statements of civilian witnesses shall also be signed, sworn, and notarized.
  - (2) A copy of the complaint against the accused shall be presented to him/her a minimum of (24) twenty-four hours prior to any questioning or interview and/or required statements, and the Accused shall have an opportunity during this (24) twenty-four-hour period to review the facts of the complaint before being questioned or interviewed about the complaint. The copy of the complaint shown to the Accused shall set out generally the matters under consideration, the alleged violations, the alleged facts of the alleged violations, and a brief synopsis of the allegations made by the complainant and a synopsis of the statements of any witnesses or other evidence.
  - (3) The Accused shall only be questioned or interviewed as to the events and time frame indicated in the formal complaint. If in the course of the questioning, interview, and/or investigation, the investigating officer determines that there may exist a violation of the Rules and Regulations not covered in either in content or time frame by the formal complaint, such secondary information shall not be investigated, nor shall the Accused be questioned or interviewed about such secondary information, until a formal complaint is filed relating to such. Such complaint can be filed by the Internal Affairs Division, any investigation officer, or any other person having knowledge of the secondary information, but no action shall be taken, questioning or interview held, or investigation until the filing of either an amended or second formal complaint.
- B. The questioning or interview of the Accused shall be conducted at the office of the Internal Affairs or an alternate location agreed upon between the Accused and the Internal Affairs investigator.
- C. The questioning or interview shall be conducted when the Accused is on duty or at a time agreed upon by the Accused and the Internal affairs investigator unless the seriousness of the investigation requires immediate action, again only in cases of extreme emergency.
- D. Each session of questioning or an interview of the Accused shall be limited to two (2) hours duration and there shall be at least two (2) hours interval between each session of questioning or interview, unless otherwise agreed upon by the Accused and the Internal Affairs investigator or unless the seriousness of the investigation requires otherwise, again only in cases of extreme emergency.

- E. Accused shall not be subject to offensive language or abuse during the questioning or interview and shall be allowed to attend to his personal physical necessities, even in the cases which are considered to be extreme emergencies.
- F. All questioning or interviews of the Accused shall be recorded by the Internal Affairs investigator and a digital recording will be made available at the request of the officer, which shall be signed by the Accused, and a copy forwarded to him.
- G. During questioning or interview, an Accused shall have the privilege of having an attorney or other subject or other representative of his choice present and shall be entitled to record his questioning or interview, subject, however to the following restrictions:
  - (1) An attorney or representative chosen by the Accused must be, depending upon the seriousness of the investigation and the need to expediate, available within a reasonable period of time and under no circumstances will any questioning and interview session be delayed in excess of twenty-four (24) hours because of the unavailability of the attorney or representative chosen by the Accused. However, no matter how extreme an emergency exists, a minimum of two (2) hours shall be afforded to the Accused to obtain the services of a representative and/or attorney unless the officer chooses not to exercise this right.
  - (2) During the questioning and interview of the accused, the attorney or representative shall not make any statements or objections of any kind to the Internal Affairs investigation nor will he in any way impede the questioning or interview but will restrict his remarks to conferring with the Accused. The representative's failure to object to any questions shall not constitute a waiver of his/her ability to later object to any questions asked.
  - (3) In the event of his failure to observe any of the foregoing rules, said attorney or representative shall forfeit his privilege of being present during any questioning or interview of the Accused and the Accused shall be permitted to choose another attorney or representative to be present during the next session of questioning or interview. If the representative or attorney is excluded because of non-compliance with these provisions, the time limit for the next session mentioned above shall be observed for future sessions.
- H. The Accused shall not be subject to having his residence, private place of business, if any, or private vehicle searched unless a valid search warrant has been obtained or test for the purpose of determining veracity.
- I. It shall "not" be mandatory for the Accused to appear in a formal police lineup in any administrative investigation either as an accused or prior to a complaint being filed. This section shall apply to officer line-ups and not apply to showing of photographs.

- J. A member shall not be compelled to appear in a formal police lineup in any administrative investigation either as an accused or prior to a complaint being filed. This section shall apply to officer personnel line-ups and not apply to showing of photographs.

**Section 41.02.** Complaints investigated by the Internal Affairs Unit shall be handled in the following manner by classification and designation:

- A. Unfounded, exonerated and non-sustained complaints shall be kept on file with the Internal Affairs Unit, but subject to inspection upon request by the officer involved.

**Section 41.03.** It is the intent of this section to guarantee certain basic rights to all employees who are not under formal investigations by the Internal Affairs Division but who may be involved in an investigation relating to an internal police matter by a superior officer. These rights, such as the rights not to be compelled to submit to any mechanical test for veracity, appear in a physical line-up, etc., are hereby guaranteed to all officers even if an IAD investigation is not underway. It is not the intent of this section to interfere with, or in any way complicate, the day-to-day operation of the police department in the relations of superior and subordinate officers. These rights the parties agree are basic rights and should not be taken by the parties to mean that general, day-to-day matters should be impeded. Any officer should have the right to inquire into day-to-day activities of other officers without this Bill of Rights impeding said inquiries. The parties, however, do recognize that the employer cannot have the power to circumvent the guarantees herein by merely bypassing the officers whether or not they are under investigation by the Internal Affairs Unit or any other police officer designated by the Chief of Police to investigate a formal complaint who have not heretofore been classified and defined as the "Accused". It is the intent of the parties that the Bill of Rights shall not interfere with the day-to-day operations of the Muncie Police Department and the informal investigations of departmental affairs. It is, however, the intent of the parties that certain basic rights delineated below shall be guaranteed to all officers even if they are not under investigation. The employer and the employee do hereby guarantee the following rights to Officers.

- A. If a subordinate officer shall be requested to give an explanation to a superior officer of an incident involving death or serious bodily injury involving the officer's use of a firearm, which, in the opinion of the subordinate officer may result in disciplinary action or criminal procedure, then he will be given reasonable opportunity to collect his thoughts prior to making a statement or account of the incident.
- B. No officer shall be subject to having his residence, private place of business, if any or private vehicle searched unless a valid search warrant has been obtained or he voluntarily agrees to such search.
- C. No officer of the department shall be required to submit to a lie detector test, psychological stress evaluation test or any other mechanical or physical device or test for the purpose of determining veracity.
- D. No officer of the department shall be required to submit to any blood, breath or

urine test for alcohol or controlled substance (while off duty) unless compelled to so submit pursuant to any valid internal or criminal investigation.

**Section 41.04.** The City will not release the contents of any employment file or any personnel file of any officer to any person or agency outside of the Muncie Police Department, unless that officer expressly consents to such release or such information is subpoenaed validly. When the content of a disciplinary file is requested, the City will only release the minimum amount of information to satisfy the Open-Door Law and only after notifying the officer whose file is being requested.

When, however, in the judgment of the IAD division, the investigation has uncovered evidence of possible criminal activity on the part of the accused officer, all of the IAD investigation shall be made known to the Chief of Police and if he determines that there is a possibility of criminal involvement by the accused officer, the officer shall be so notified and the IAD file, "without" the officer's compelled statement, may be forwarded at the Chief's discretion, along with any physical evidence, to the Detective Division, County Prosecutor, etc., for appropriate action. The officer's compelled statement shall not be released to any outside agency, such as the County Prosecutor, in such a situation, unless a valid judicial order has been obtained.

**Section 41.05.** A police officer shall have an opportunity, at a reasonable time during office hours, to review his active personnel file (pre-employment records not included) and any closed Internal Affairs Unit file in which he was the accused. In the event there is a comment adverse to his interest in his personnel file, the police officer shall have the right to file a written response thereto, which written response shall be attached to said adverse comment.

## **ARTICLE 42. SEVERANCE BENEFITS**

The City shall allow 280 hours at 20 years of service and an additional 80 hours at 32 years of service with pay for any regular police officer who completes enough years of service to comply with state pension laws and elects to retire from active service.

This is recognized as a 20-year retirement benefit. Officers who retire prior to 20 years due to disability will be compensated with what earned banked severance time, banked sick time, current years vacation time and comp. time, and current years sick time they have.

Officers who submit their written notice of retirement shall be paid based in accordance with Article 20. Due to staffing, promotion, and other concerns - once written notice of retirement is submitted and accepted, the officer may not return to active service with the department. Employees participating in the Deferred Retirement Option Plan (D.R.O.P.) through the 1977 Police Officers' and Firefighters' Pension and Disability Fund shall retain all rights to rescind their declared retirement date as granted by the Plan guidelines.

## **ARTICLE 43. RETIREMENT WEAPON.**

Upon the retirement of a regular Police Officer with at least 20 years of service with the

City Police Department or upon the retirement of a regular Police Officer due to a line of duty disability not related to emotional instability, mental illness, or any type of mental or psychological disability, said regular Police Officer shall retain the duty weapon that has been issued and assigned to him/her. As used herein, "medical disability" does not include a disability for psychological reasons.

## **ARTICLE 44. HOSPITALIZATION, DENTAL, VISION, MEDICAL AND PRESCRIPTION INSURANCE**

### **Section 44.01.**

Upon completing a wellness screening (physical) and participating in required wellness event(s) by October 31 of each year, employees will earn a \$1,000.00 incentive to be deposited into their HSA/HRA in January of the following year.

The City shall pay the full amount of the cost of health insurance less the employee contributions for Single, Employee +1 child, Employee + Spouse, and Family coverage based upon a bi-weekly rate, as follows:

Any annual increase or decrease in health insurance premiums will be shared between the City and the employees proportionally to current premiums.

**Modified Blue Plan**


	<b>EE Contribution</b>	<b>ER Contribution</b>
Single	\$43.24	
E + 1 Child	\$55.59	
E + Spouse	\$74.12	
Family	\$105.00	

In the event a husband and wife are employed by the City, they may select only one plan. Dental and Vision benefits remain the same.

For employees hired on or after January 1, 2025, a spousal carve-out will be in effect in regards to health insurance coverage as outlined below:

- (a) If an employee's spouse is eligible to participate, as a current employee, in a business or organization, or retiree in group health insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business, organization, or retirement plan sponsored group insurance coverage. This requirement does not apply to any spouse who works less than twenty (20) hours per week and is required to pay more than fifty (50%) of the single premium to participate in his/her employer's business', organization's, or retirement plan's group health insurance coverage.
- (b) Every employee whose spouse participates in the City's group health insurance coverage shall complete and submit to the City, upon request,

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a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health insurance coverages sponsored by the City. Additional documentation may be required.

- (c) The employee is responsible for notifying the City of any change in the employee's spouse's circumstances as it relates to the spouse's health insurance eligibility, i.e. termination of spouse's employment or disqualification or change in spouse's eligibility for medical benefits due to change in hours.


**Section 44.02.** In the event an Officer shall die while an active member of the Muncie Police Department, his/her spouse and/or their child/children shall receive said insurance at the rate of a retired Officer (ARTICLE 45). In the event the spouse should remarry or decline insurance coverage within 90 (NINETY) calendar days of the death, then they would no longer qualify for said insurance. In the event the dependent child/children reach the age of 26, they shall no longer qualify for said insurance. Insurance shall continue to be available if said child or children are mentally or physically disabled.


**Section 44.03. Right to Change Insurance Carriers.** The City reserves the right to change or provide alternative insurance carriers, health maintenance organizations, preferred provider options, or self-insure as it deems appropriate for any form of insurance referred to in this Article. Any change to benefit levels with regard to the summary plan description must be agreed to by both parties. The Police Chief or his designee will notify the Union President at least thirty (30) calendar days in advance of a change in insurance carriers or insurance provided for under this Agreement. The Union President or his designee shall notify the Police Chief at least thirty (30) calendar days in advance to request a change in insurance carriers or insurance provided for under this Agreement.

**Section 44.04. Cost Containment.** The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains the same as the basic benefit level of the insurance coverage provided in this Agreement. Such changes may include, but not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on week-end admissions except in emergency situations, mandatory outpatient elective surgery for certain designated surgical procedures, and voluntary wellness or physical fitness programs.

**Section 44.05.** Should either the State or Federal Government pass legislation mandating all employers to participate in a National or Statewide health care plan, it is agreed to by both parties to this Agreement that coverage for Employees health care that was negotiated into this Agreement prior to the passage of such State or Federal Law, shall continue to be a part of this Agreement unless to do so would be in violation of federal or state law.

**Section 44.06. Insurance Committee.** The City and the Union ideally this would apply to

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all Unions representing City employees will meet quarterly in a Joint Health Insurance Committee to study ways to achieve cost savings in the present hospitalization, dental, vision, medical and prescription insurance programs, and to effectively implement such programs that might be agreed upon. The Joint Committee will consist of three (3) members selected by the members of FOP Lodge #87 and three (3) members selected by the City. Any such cost savings will be implemented in a manner consistent with sections (3) and (4) above. The Union President shall appoint a member of FOP Lodge #87 to assist the City, the IAFF Local 1348 appointee, and the AFSCME Local #3656 appointee (if applicable) in negotiation annual insurance premiums with the City's insurance carrier.

**Section 44.07.** At any time, a Police Officer is on layoff from the City, that member's health and life insurance shall continue in full force and effect for a period of 6 months from the date of layoff.

## **ARTICLE 45. RETIREE'S INSURANCE**

**Section 45.01. A Retired Police Officer under the age of 65.** A retired Police Officer under the age of 65 shall be entitled to participate in the group insurance coverage pursuant to Article 44 of the Agreement. For purposes of Section (2) of this Article 45, "a retired Police Officer" is limited to mean only a Police Officer,

- (a) Who is a retiree and participating in such coverage on or before May 31, 2015
- (b) Who is covered under Article 45.01A
- (c) Who has not yet reached the age of 65
- (d) Who does not qualify for Medicare

A retired Police Officer must elect to participate in such coverage within the first thirty (30) calendar days after the date of his or her retirement; a retired Police Officer who fails to so elect within said time period thereby forfeits any right to participate in such coverage.

A lateral transfer officer must work a minimum of 10 years with the Muncie Police Department to be eligible for retirement insurance benefits.

Upon completing a wellness screening (physical) and participating in required wellness event(s) by October 31 of each year, employees will earn a \$1,000.00 incentive to be deposited into their HSA/HRA in January of the following year.

Any Police Officer who retires on or before December, 31 2020 shall participate in the City's Modified Blue Plan. The City shall pay the full amount of the cost of health insurance less the Retiree's contribution for single, employee plus 1, or family coverage based upon the percentage of the fully insured equivalent of the annual premium for the plan selected payable on a monthly basis as follows:

### Modified Blue Plan

	EE Contribution	ER Contribution
Single	\$7.10	\$975.10
E + 1 Child	\$9.94	\$1,950.09
E + Spouse	\$14.20	\$1,950.09
Family	\$28.40	\$4,366.34

Any Police Officer who retires on or after January 1, 2021 shall continue to participate in the City's Modified Blue Plan. The City shall pay the full amount of the cost of health insurance less the Retiree's contribution for single, employee plus 1, or family coverage based upon the percentage of the fully insured equivalent of the annual premium for the plan selected payable on a monthly basis as follows:

### Modified Blue Plan

	EE Contribution	ER Contribution
Single	\$76.68	\$974.86
E + 1 Child	\$106.50	\$1,948.91
E + Spouse	\$153.36	\$1,949.62
Family	\$230.75	\$4,366.34

**Section 45.02.** In the event a Police Officer shall die while a retiree of the Muncie Police Department, his/her spouse and/or their child/children shall receive said insurance at the rate of a retired Police Officer. In the event the spouse should remarry or decline insurance coverage within 90 (NINETY) calendar days of the death, then they would no longer qualify for said insurance. In the event the dependent child/children reach the age of 26, they shall no longer qualify for said insurance. Insurance shall continue to be available if said child or children are mentally or physically disabled.

**Section 45.03. A retired Police Officer who has reached the age of 65.** For purposes of Section 4 of this Article, "a retired Police Officer" is limited to mean only a Police Officer,

- (a) Who is a retiree and participating in such coverage on January 1, 1994; or
- (b) Who retires on or after January 1, 1994; and
- (c) Who has reached the age of 65; and
- (d) Who qualifies for Medicare

The City shall pay the full amount of the costs of the health insurance less the Retiree's contribution for single, retiree plus spouse, retiree plus spouse under age 65, or family coverage based upon a percentage of the fully insured equivalent of the annual premium for the plan selected payable on

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a monthly basis. The retiree and spouse are responsible for any and all costs associated with Medicare Part A. A retired Police Officer who has reached the age of 65 and who is qualified for and enrolled in the Medicare Part B Program shall be entitled to participate in the, City of Muncie Group Medicare plan, including prescription coverage, pursuant to the following. Retiree contributions for group health insurance are listed below and are based upon a monthly payment for the plan selected. Retiree contributions of the monthly premium are as follows:

	<u>Plan C</u>
Single	\$115.80
EE +1	\$196.09
Retired 65 w/ Spouse < 65	\$238.47
Family	\$356.69

A Retiree's portion of the annual premium shall be due and payable to the City on a monthly basis. The City will also provide the same coverage for Dental, Vision and Prescription as set forth in Article 44.

#### Section 45.04

In the event a member becomes disabled as classified by Indiana Code, Title 36, the member shall be entitled to the following insurance benefits:

Class 1 Impairment – Gravely Disabled – The City shall pay 100% of the premium for whatever plan the individual was enrolled in prior to disability.

Class 1 and 2 Impairment – The City and the member shall pay the current established rates for which the member was enrolled in prior to the disability.

Class 3 Impairment – The City shall offer access to the city insurance plan to the employee only (not eligible for spouse/family/dependents). The employee must pay 100% of the premium if they elect to remain on City insurance.

All disability cases are subject to terms defined in Indiana Code, including audits to determine continued impairment and current working status. Audits conducted under this section are for any previous, current, or future employees that have been placed into a disability status and will follow this matrix for insurance costs.

#### ARTICLE 46. LIFE INSURANCE

*Remove this duplicate*  
 City shall pay the full premium for a Thirty Thousand Dollar (\$30,000.00) life insurance policy with accidental death and dismemberment clause for each Police Officer. The City shall pay a Five thousand (\$5,000.00) Death Benefit to the beneficiary or estate of all retirees of the Muncie Police Department.

#### ARTICLE 47. STOP LOSS (OUT OF POCKET)

See plan documents

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## ARTICLE 48. RESPONSIBILITY OF THE CITY

It shall be the responsibility of the City to update and maintain any and all policies/procedures, rules/regulations that pertain to employees of the Muncie Police Department. All employees will be provided an electronic copy (PDF) of the above and such will include updates or changes 5 days prior to the effective date.

## ARTICLE 49. DURATION OF AGREEMENT

This agreement shall be effective as of the 1<sup>st</sup> day of January 2026 and shall remain in full force and effect through the 31<sup>st</sup> day of December 2026. This agreement shall continue in full force and effect until a new agreement is reached between the two parties.

### F.O.P. LODGE #87

### CITY OF MUNCIE, INDIANA

By: [Signature]  
 President – F.O.P. Lodge #87  
 Contract Negotiation Team Member

By: [Signature]  
 Dan Ridenour, Mayor

By: [Signature]  
 F.O.P. Lodge #87  
 Contract Negotiation Team Member

By: [Signature]  
 Chief of Police

By: [Signature]  
 F.O.P. Lodge #87  
 Contract Negotiation Team Member

By: [Signature]  
 President Muncie City Council

By: [Signature]  
 F.O.P. Lodge #87  
 Contract Negotiation Team Member

By: [Signature]  
 Chairperson – Muncie City Council Finance

By: [Signature]  
 Retiree Representative – Muncie PD –  
 F.O.P. Lodge #87

By: [Signature]  
 Controller – City of Muncie

By: [Signature]  
 City Attorney

City of Muncie Initial [Signature]

FOP Initial [Signature]