

RESOLUTION CC 02-04-19-02

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
AMENDING THE CONTRACT WITH THE CARMEL FRATERNAL ORDER OF POLICE
LODGE 185**

Synopsis: Approves the amended contract between the City of Carmel and the Carmel Fraternal Order of Police Lodge 185 that will be effective from January 1, 2019 through December 31, 2020.

WHEREAS, pursuant to Indiana law, the City of Carmel, Indiana (“City”) has established a contractual relationship with Carmel Fraternal Order of Police Lodge 185 (“FOP”), pertaining to issues involving the hours, working conditions and certain other benefits of members of the Carmel Police Department; and

WHEREAS, the City and the FOP now wish to revise their contractual relationship; and

WHEREAS, the agreement attached hereto as Exhibit A, (the “Agreement”) sets forth the new contractual relationship between the City and the FOP; and

WHEREAS, upon the proper execution of the Agreement by the Carmel Board of Public Works and Safety, the Common Council desires to accept and adopt the Agreement as an enforceable contract and obligation of the City.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel, Indiana, that:

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. The Common Council hereby encourages the Board of Public Works and Safety to approve and execute the Agreement at its earliest convenience.

Section 3. As of the date on which the Agreement is properly executed by the Board of Public Works and Safety in its present form, the Common Council hereby accepts and adopts the Agreement as an enforceable contractual obligation of the City.

SPONSORS: Councilors Campbell,
Finkam and Green

SO RESOLVED, by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2019, by a vote of ____ ayes and ____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

Jeff Worrell, President

Anthony Green

Laura D. Campbell, Vice-President

H. Bruce Kimball

Ronald E. Carter

Kevin D. Rider

Sue Finkam

ATTEST:

Christine S. Pauley, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2019, at _____ .M.

Christine S. Pauley, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of _____ 2019, at _____ .M.

James Brainard, Mayor

ATTEST:

Christine S. Pauley, Clerk-Treasurer

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**Agreement
Between
City of Carmel
And
Fraternal Order of Police Lodge #185**

Effective
January 1, 2019 to December 31, 2020

AGREEMENT

Section 1

This Agreement (“Agreement”) is entered into by and between the City of Carmel (“City”), represented by the Mayor of the City (“Mayor”), the City’s Board of Public Works and Safety (“Board”) and the City’s Common Council (“Common Council”), and the Fraternal Order of Police Lodge #185 (“FOP”) represented by the Wage and Benefits Committee (“Representative Unit”). This Agreement shall not be construed as a collective bargaining agreement for purposes of Federal or State labor laws or (otherwise).

Section 2

The City recognizes the FOP as the exclusive representative agent for all members of the Carmel Police Department (“Department”) with the merit rank of Lieutenant or below for the limited purpose of meeting and conferring with respect to salaries, wages, and other employee benefits so long as the FOP maintains the support of a majority of those police officers. Members of the Department holding the merit rank of Lieutenant or below shall be hereinafter collectively referred to as “employees” and the group of employees represented by the FOP as their exclusive representative shall be hereinafter collectively referred to as the “Representative Unit.” If the City questions whether the FOP has the support of the majority of the employees in the Representative Unit, it may review the Clerk-Treasurer’s records and/or certified records provided by the FOP to determine if the FOP maintains the support of a majority of the Employees in the Department. If the FOP does not maintain the support of a majority of the sworn members of the Department, the City shall not recognize the FOP as the exclusive representative of the employees at the end of the calendar year in which such majority support is lost.

Section 3

If any provision of this Agreement is rendered or declared invalid by a court action or legislation, the remaining portions of this Agreement shall remain in full force and effect.

Section 4

The FOP and the City will begin negotiations, in good faith, on a future agreement before the termination of this Agreement.

Section 5

Upon its proper execution by all parties hereto, and subject to Section 2 above, this Agreement shall take effect at 12:01 a.m. on January 1, 2019 and remain in effect until 11:59 p.m. on December 31, 2020. The FOP and the City will begin negotiations, in good faith, on a future labor agreement before the termination of this Agreement. This Agreement shall remain in full force and effect, unless either party desiring to amend this agreement shall notify the other in writing. Notice of a request for amendment shall specify the content of any and all proposed amendments. The parties agree to begin good faith negotiations on a future Agreement no later than June of 2020. If a new Agreement is not executed before the end of this Agreement, then this Agreement shall remain in effect until a new Agreement is executed by the parties hereto.

Section 6

The terms of this Agreement are intended to cover only minimums in hours, salaries, wages and certain other employee benefits. The City may implement or retain in effect superior salaries, wages, hours and other employee benefits.

Section 7

- A. Dues Collection. Upon receipt of voluntary, written, signed and dated authorization form from Employees of the Representative Unit who are members of the FOP, the City shall deduct each month from the earnings of each said Employees an amount representing their regular, monthly dues for the preceding month and shall remit such monies, together with the appropriate records, to a designated FOP official. The City shall not be liable to the FOP for failure to make deductions or errors in deductions for dues. The FOP will indemnify the City and hold it harmless from any or all claims or liabilities which may arise under this paragraph.
- B. Bulletin Boards. The City shall furnish a suitable bulletin board in a convenient location to be used by the FOP, for the purpose of posting FOP notices and other FOP materials. The City reserves the right to remove inappropriate materials provided that the City provides notice to the FOP and the reason for such removal.
- C. Access to Roll Call. The FOP shall have limited access to attend roll call for the purpose of conveying FOP announcements to members of the Department after securing the approval of the Chief or his designee, which approval shall not be unreasonably withheld, and shall not be denied with undue cause.

Section 8

- A. There shall be an FOP Wage and Benefits Committee composed of five (5) members. A Wage and Benefits Committee Shall be convened prior to the expiration of the current Agreement. Three (3) members of the Wage and Benefits Committee shall be appointed by the Executive Board of the FOP and two (2) representatives appointed by the Chief. The Chief and Mayor, or their representatives, shall meet and confer not less than twice annually, for the purposes of discussing wage and benefit issues affecting Employees. Discussions at said meetings shall be limited to the subject matter included in the agenda submitted by the FOP to the Chief or by the Chief to the FOP at least seven (7) calendar days prior to the agreed upon meeting date.
- B. The City shall grant to the FOP and its members one thousand (1,000) hours total annually to be used to perform FOP duties such as, but not limited to, FOP conventions, conferences, and seminars. The FOP member requesting such time shall submit such request to the FOP President for approval, and then shall submit the appropriate form to his/her immediate supervisor for Department approval, which approval shall not be unreasonably withheld subject to the staffing and operations need of the Department as determined by the Chief. Such approval shall not be denied with undue cause.

Section 9

- A. The Chief shall maintain personnel files for all Employees. Employees shall be allowed to examine the contents of their own personnel file, in the Chief's office, during regular City business hours and, upon request, may receive copies of the documents contained in their personnel files.
- B. Employees may not remove any document from their personnel file, but may challenge, in writing, any data believed to be inaccurate. The Chief shall direct an investigation of all such challenges. If there exists any comment adverse to an Employee's interest contained in his personnel file, the employee may file a written response to same with the Chief. With approval of the Chief, which approval shall not be unreasonably withheld, this response shall be attached to said adverse comments. It is understood and agreed that information retained by the Internal Affairs files shall not be included in an Employee's

personnel file or available for review and/or copying by such employee. Further, once an employee is scheduled for interrogation by the Department concerning an internal investigation, he or she will be informed of the nature of the complaint but not the name of the complainant. The employee, upon request, shall be afforded the opportunity to consult with legal counsel prior to any Departmental interrogation, which consultation shall not be allowed to materially delay the timing of the interrogation. Before any interrogation that has the reasonable potential, based upon the facts and circumstances then known, to lead to criminal charges, the Department shall advise the employee of his or her Garrity rights. The impact of an Internal Affairs investigation on the integrity of the Department and on employee morale necessitates a timely resolution to such issues. Therefore, the Carmel Police Department requires a thirty (30) day limit for completing an Internal Affairs investigation with status reports due every seven (7) days. There may be exceptions to the thirty-day limit but extensions should only be granted for those cases in which extenuating circumstances exist. Officers who are subject to investigation by Internal Affairs shall be individually notified in writing of the disposition of said investigation within thirty (30) days of said final disposition.

- C. **Employee Representation.** When a member is interviewed, formally or informally, regarding a matter that might lead to disciplinary action, if that member requests an FOP representative, all questioning will cease for a reasonable period of time (not to exceed 24 hours) until an FOP representative (selected by the FOP) can be present.

Section 10

The City shall make reasonable provisions for the safety and health of police officers during the hours of their employment. It shall maintain its equipment and facilities in safe operating condition in accordance with Federal, State, and local law. The City shall provide, at its expense, the equipment for special teams, as directed by the Chief.

Section 11

Although the parties recognize that it is difficult to compare different pay and work structures as to ensure exact mathematical equivalencies, the City agrees that, to the extent possible, to ensure that Carmel Police Officers receive the equivalent compensation in pay and benefits received by all Carmel public safety employees.

A. Base Pay. All 2019 base salaries shall be adjusted consistent with a salary survey conducted by the City in 2016. Salaries shall be as follows:

- Lieutenant \$90,260
- Sergeant \$80,697
- First Class/Master Patrol Officer \$73,758
- Certification and 4 - 10 years of experience: \$59,279 - \$71,135

Base salary increases shall conform to the guidelines listed below.

Definitions

GRADE—pay category to which a City position is assigned; each position is placed within a hierarchy of Grades (see attached matrix), based on the knowledge, skills, abilities and responsibility required by the position.

STEP—established point between the Range Minimum and Range Maximum of a Grade; each Grade has six (6) equidistant Steps, which are adjusted annually.

MARKET—municipalities and other employer organizations selected by the City as the basis for salary comparisons.

RANGE MINIMUM—lowest pay rate (Step 1) for a City position in a particular Grade; generally, the rate at which a new City employee will be paid.

RANGE MAXIMUM—highest pay rate for a City position in a particular Grade; generally, the rate at which an employees with five (5) or more years of experience in a particular job will be paid.

STEP INCREASE—annual pay adjustment based on an additional year of service and the increased knowledge, skill and ability that the year of service represents; employees in Steps one (1) through five (5) will generally move to the next higher Step on January 1 of each year.

PROMOTION—change of positions that results in a higher Grade.

RE-EVALUATION—review of a position’s assigned Grade brought about by an increase (or decrease) in knowledge, skill, ability and responsibility requirements; a Re-evaluation, which is performed by the City’s independent consultant, may result in a higher Grade, a lower Grade or no change in Grade.

Grade and Step

1. New employees hired with no experience start at Grade 11, Step 1. The exception to this rule shall apply to new employees hired under the lateral employment program. The following matrix shall apply:

Entry level starting salary (no experience):	Grade 11, Step 1
Academy Certification and up to 1 year experience:	Grade 11, Step 2
2 years experience:	Grade 11, Step 3
3 years experience:	Grade 11, Step 4
4 or more years experience:	Grade 11, Step 5

2. Step Increases will be given in January only; increases are to be given the rest of the year only as the result of a Promotion or a job Re-evaluation by the City's independent consultant. All such increases must place the employee at a specific Step in the appropriate Grade.
 3. An employee will not receive a Step Increase in January unless he or she was hired prior to October 1 of the previous year. Employees hired between October 1 and December 31 will receive a Cost of Living Increase but no Step Increase.
 4. Step Increases may be contingent upon meeting certain pre-established criteria, such as education and certification requirements. Employees subject to such requirements shall be made aware by their existence promptly upon inception of the requirements, or acceptance of a job that carries such requirements.
 5. No employee's salary will be allowed to exceed the Range Maximum (Step 6) for his or her Grade, unless his or her salary was already above Step 6 on January 1, 1999.
 6. An employee whose pay is adjusted due to a Promotion will be placed in a Step that will ensure an appropriate pay increase, such Step to be determined by the Chief of Police or his designee.
- B. Cost-of-Living Adjustment.

The 2019 and 2020 salaries include a 3% cost-of-living adjustment (COLA) for each year of this agreement. The parties hereto agree that should the Consumer Price Index for all Midwestern Wage Earners ("CPI-W") independent of seasonal adjustment, as reported by the Bureau of Labor Statistics of the United States Department of Labor for the previous calendar year fall below 2% or rise above 4% parties shall return to the negotiation process to consider a more appropriate COLA.

- C. Shift Differential. Shift Differential for officers whose shifts begin at or after 2:00 PM shall receive One Dollar (\$1.00) an hour.
- D. FTO Pay. FTO (Field Training Officer) pay for officers shall receive position pay in the amount of Five Dollars (\$5.00) an hour on top of their regular pay. Such additional compensation shall be paid only to those officers actually functioning in such position, when training a new officer.
- E. Overtime Pay. Overtime compensation for officers shall be in addition to the amounts specified, and shall be paid in compliance with the Federal Fair Labor Standards Act and the City of Carmel’s most current compensation ordinance as adopted by the Carmel Common Council.
- F. Court Time and Call Out Time. Officers shall receive a minimum of two (2) hours compensation for court sessions attended during non-working hours for and any time an Officer is called in off-duty for work related business. Officers called in for unscheduled work-related business, such as shift coverage, a special team’s emergency call out, or any other non-scheduled mandatory callback, shall be compensated at the pay rate of time and a half. An Officer may not receive compensation time in lieu of time and a half for these specific types of mandatory callbacks.
- G. Longevity Pay. Full-time officers shall receive longevity pay at the rate of Two Hundred Twenty Dollars (\$220.00) per year of service for years 1-10 and Two Hundred Eighty Dollars (\$280.00) per year of service for years 11-25. Longevity shall be capped at 25 years of service or \$6,400, in addition to all other forms of compensation. The rate of longevity pay shall be evaluated each year. Longevity pay terms and conditions shall conform to the City’s current longevity ordinance as adopted by the Carmel Common Council.
- H. Specialty Pay. Officers who meet criteria specified by the Police Department’s Rules and Regulations may qualify for the specialty pay, in addition to all other forms of compensation:
 - Investigator (Patrol/Detective Only) Up to \$2,500.00 Per Year
 - School Resource Officer Up to \$2,500.00 Per Year
 - Personnel Specialist/FTO Coordinator Up to \$2,500. 00 Per Year
 - Firearms Range/Training Coordinator Up to \$2,500.00 Per Year

- K-9 Handler Up to \$2,000.00 Per Year
- Foreign Language Interpreter Up to \$2,000.00 Per Year
- Special Weapons And Tactics (SWAT) Up to \$1,500.00 Per Year
- Emergency Response Group (ERG) Up to \$1,500.00 Per Year
- Traffic Division (Motorcycle Patrol Officer) Up to \$1,500.00 Per Year
- Accident Investigator Up to \$1,500.00 Per Year
- Field Evidence Technician Up to \$2,000.00 Per Year
- Drug Recognition Officer Up to \$1,000.00 Per Year
- IDACS Coordinator Up to \$1,000.00 Per Year
- Child Safety Seat Technician Up to \$1000.00 Per Year

Each Police Department employee shall be entitled to receive only one (1) type of specialty pay at any given time, with the exception of Foreign Language Interpreter. The employee shall receive the highest specialty pay for which he or she is eligible. All specialty pay shall cease when an employee no longer performs the duties associated with the pay or no longer meets the qualifications for such pay.

- I. First Class/Master Patrol Officer Pay. The First Class/Master Patrol Officer pay, as stated in Section A above, shall increase at the same percentage rate as a Patrol Officer. A First Class Master Patrol Officer is eligible to receive specialty pay and other hourly specialty pay differentials. The City agrees to certify First Class Master Patrol as First Class salary to the 1977 Fund.
- J. Accident Investigators, Certified Instructors. Officers designated as Accident Investigators, Certified Instructors shall receive up to Three Dollars (\$3.00) per hour for performing the duties associated with these functions, in addition to all other forms of compensation.
- K. Clothing Allowance. Officers with twelve (12) months of service in the Department shall receive a clothing allowance of One Thousand Four Hundred Dollars (\$1400.00) per year, to be paid in a lump sum on or before April 1 of each year. Such payment shall be treated as taxable income.

L. Sick Leave Incentive Pay. Employees may be eligible for sick leave incentive pay, which is based on the amount of sick leave used in a calendar year as follows:

No sick leave used	24 hours
Up to and including one (1) shift used	20 hours
Over one (1) to and including two (2) shifts used	12 hours
Over two (2) to and including three (3) shifts used	8 hours
Over three (3) to and including four (4) shifts used	4 hours
Over four (4) shifts used	0 hours

The hourly rate of pay for each eligible employee, for the purposes of this pay incentive only, shall be calculated as follows: [bi-weekly base pay plus (+) longevity]/80 hours. All sick leave used by an employee in the course of the calendar year, except leave for injuries incurred on duty or in the line of duty, shall be counted toward the incentive pay calculation for that year, regardless of the reason for the leave or the status of the leave. Sick leave incentive pay may be paid out each year in February, for the prior calendar year, at the eligible employee's current rate of pay. An Employee must be employed by the Department for an entire calendar year, and must be employed by the City at the time of the payout, in order to be eligible for incentive pay for that calendar year.

M. Holiday Pay. Each employee who is required to report to work on a declared holiday, whether on a scheduled or an unscheduled basis, shall receive Fifteen Dollars (\$15.00) per hour premium pay for each hour actually worked on the holiday. Such premium pay shall be calculated to the nearest quarter hour.

N. Vacation Leave. The City agrees to maintain the vacation leave schedules for Employees in effect at the time of the execution of this Agreement.

O. Bereavement Leave. The City agrees to maintain the current bereavement leave benefit in effect at the time of the execution of this Agreement.

P. Trade Days. Employees shall be permitted to voluntarily trade work days, subject to the advance approval of the Chief or his designee. Such traded regular work shifts shall be exempted from the computation of overtime hours. Trade days must be balanced by the end of the 28-day work period and must be documented on the appropriate City form. Subject to advance approval of the officer's supervisor, an officer will be allowed to trade days with another officer of the same rank, within the same 28-day period. Once the trade

has been approved, the trading officers will be considered members of their traded shift for that day and responsible for their attendance and manpower requirements; as if it were their own shift. In the event of an absence, normal procedures to fill manpower requirements will be followed (i.e. the original officer will not be required to cover the shift). The Department will have the unilateral right, after meeting and conferring with the FOP, to discontinue or alter the procedure for trading days.

- Q. Leave of Absence. Officers may be granted leaves with or without pay in accordance with Federal, State or local law. All leaves of absence shall be subject to the approval of the Chief.
- R. Catastrophic Medical Leave Bank. All officers' unused sick days shall be credited to the Catastrophic Medical Leave Bank, as specified in Special Order 98-21. An officer who is unable to perform his/her own duties or to perform light duty assignments for an extended period of time due to illness or injury is eligible for PERF disability benefits, which are less than the officer's active duty pay. Under 35 IAC 2-5-1, the City is not allowed to supplement PERF disability payments. In order to avoid penalizing an officer financially during the period of recuperation, the Catastrophic Medical Leave Bank shall allow eligible officers to receive up to one hundred twenty (120) calendar days of full pay after sick leave and vacation benefits are exhausted and before PERF disability benefits commence (two hundred forty (240) calendar days for injuries or illnesses incurred in the line of duty).
- S. Retiree Health Insurance. The City shall contribute fifty percent (50%) of the monthly employee-spouse premium for retirees who have twenty (20) years of active service with the City, plus an additional one percent (1%) for each additional six (6) months of service, up to a maximum of seventy-five percent (75%) of the employee-spouse (or 75% of the employee-only premium if the employee is unmarried or the spouse is not covered by the City plan), provided that the City's insurance premium contribution shall not exceed Nine Hundred Dollars (\$900.00) per month or Ten Thousand Eight Hundred Dollars (\$10,800.00) per year. Coverage for other eligible dependents may be continued at the retiree's expense. The City's insurance premium contribution cap shall be evaluated each year to keep pace with current health insurance costs. For an Employee who dies in the line of duty, the City shall contribute 100% of the monthly spouse and dependent (if

applicable) medical and dental premiums. For and employee who is disabled, the City shall contribute to insurance premium according to the formula found in City Code Section 2-42. Retiree Health Insurance will only be available for employees hired prior to October 3, 2016.

T. Retiree Health Insurance Re-Enrollment. Effective January 1, 2019, the City of Carmel will allow retired police officers with at least 20 years of full-time service to the City to drop the City's health plan when they retire, or any time they become eligible for other coverage, then rejoin the City's health plan at a later date. Retired police officers who are not enrolled in the plan when they retire are also eligible for this program. All retiree re-enrollments are subject to the following requirements:

1. Eligible retirees and their dependents must maintain continuous coverage through another employer-sponsored health insurance program or an individual ACA-compliant plan offered by a carrier licensed by the State of Indiana or, if the retiree has moved out of Indiana, the retiree's state of residence.
2. Proof of continuous coverage must be submitted at the time of re-enrollment, to the City of Carmel's Department of Human Resources.
3. Eligible retired police officers can rejoin the plan under the following circumstances:
 - a. Any year during the open enrollment period.
 - b. Following a change in family status, provided application is made within 30 days of the change. Such changes must be verified with appropriate documents.
3. Eligibility for the City's plan ends when the retiree or covered dependent qualifies for Medicare.
5. Eligible retired police officers who fail to follow the foregoing rules shall forfeit their eligibility for re-enrollment.

U. Police and Fire Employee PERF. The City shall maintain membership in the 1977 Fund and shall require members of the Department to meet the eligibility requirements for the Fund. The City shall pay twenty-one percent (21%) of the established Police Officer First class salary

for each Member of the Department participating in the 1977 Fund. In the event that state actuary reports are lower than the twenty-one percent (21%) obligation levied upon the City in any fiscal year, that amount shall be reflected as a credit toward the six percent (6%) obligation levied upon the members of the Department.

- V. Vacation Buy-Back: Employees may submit up to one third (1/3) of their unused annually accrued vacation time. The City may buy back such vacation time and, if it does so, shall buy back each hour of vacation time at the Employee's hourly rate. Employees must submit their hours in no less than eight (8) hour increments to the Department on the first Monday of the last pay period. Payment for any submitted vacation, if approved, shall be rendered by the City before the last day in February of the following year.

Sworn Personnel:

1-5 years	Maximum of 4 full shifts eligible for submission (32 hours)
6-20 years	Maximum of 6 full shifts eligible for submission (48 hours)
21 or more years	Maximum of 7 full shifts eligible for submission (56 hours)

Any Employee who has been suspended from the Department for disciplinary purposes or any Employee having used five (5) or more sick days in a calendar year will be disqualified from this benefit as permitted by law, for the year in which the suspension occurred, or more than (5) sick days were used. The only exception to this rule would be an on-duty injury. The hourly rate of pay for each eligible employee, for the purposes of this pay incentive only, shall be calculated as follows: [bi-weekly base pay plus (+) longevity]/80 hours.

- W. Tuition Reimbursement. The City sponsors a tuition reimbursement program subject to Carmel City Code § 2-58, as amended, for full-time employees who are employed by the City both on the year prior to the beginning of the course for which tuition reimbursement is requested and at the time the final request for reimbursement is made. To be eligible for tuition reimbursement the employee cannot have been subject to disciplinary probation, demotion, or suspension within the 90 calendar days immediately prior to the beginning date of the course for which tuition reimbursement is requested.

- X. Dependent Care. The City agrees to allow employees to utilize up to 5 days of their sick time annually for the unexpected care and treatment of a dependent. The City agrees to treat this benefit in the same manner as an employee sick day. This does not increase the amount of sick time afforded to an employee.
- Y. Additionally, the City agrees not to diminish any additional employee benefit included in the City of Carmel Employee Handbook not already discussed herein as of this Agreement. This obligation shall continue through the termination of this Agreement and the said handbook hereby is included and made a part hereof by reference.

Section 12

The City will allow FOP meetings to be held in City buildings at times agreed to by the Chief of the Department. The FOP will be responsible for the care and security of the building during such meetings. The City will allow the FOP to utilize electronic bulletin boards, e-mail systems, Internet access and paging systems in accordance with existing City policies.

Section 13

No employee will be required to join, support or pay dues to the FOP. There shall be no discrimination, interference, restraint or coercion by the City or FOP against any employee for activities or membership in the FOP, or a refusal to support, be active in or become a member of the FOP.

Section 14

The FOP agrees that it is the exclusive right of the City to:

- (a) Maintain order, discipline and efficiency in the operations of the Department;
- (b) Hire, direct, transfer, promote, discharge or otherwise discipline, Employees in accordance with law;
- (c) Operate and manage the work of the Department;
- (d) Allocate personnel, apparatus, police stations and sub-stations and other resources in a manner the Chief of the Department believes is in the best interest of public safety and the safety of personnel; and
- (e) In addition, all terms and conditions of employment not addressed above in this Section or otherwise in this Agreement shall continue to be provided in and at the sole discretion of the City.

The FOP and the City agree to work together in good faith to resolve labor/management issues covered within the purview of this Agreement. The FOP agrees to encourage its members to follow all Department rules, policies and procedures and to strive to improve their skills to ever-higher levels, and the City agrees to enforce its rules in a fair and impartial manner.

Section 15

The parties agree that, if the Common Council fails or refuses to fully fund this Agreement under circumstances wherein full funding would not adversely affect a vital governmental function of the City, all financial provisions of this Agreement shall become null and void to the extent they are not funded, and that they will return to the negotiation process to negotiate Agreement terms that are consistent with the level of funding approved by the Common Council. The City agrees to promptly consult with the FOP Executive Board, upon request, regarding changes made to an Employee's working conditions and/or standards. However, subject to Section 11 of this agreement, the salary, bonus, vacation and sick leave benefits in effect for Employees on January 1st, 2019 shall not be reduced without the mutual consent of the City and the FOP Executive Board.

APPROVED AND ADOPTED.

CARMEL BOARD OF PUBLIC WORKS
AND SAFETY ("BOARD")

FRATERNAL ORDER OF POLICE Lodge #185
("FOP")

BY:

BY:

James Brainard, Presiding Officer
Date: _____

Shane R. VanNatter, President
Date: _____

Mary Ann Burke, Member
Date: _____

Blake Lytle, Vice-President
Date: _____

Lori S. Watson, Member
Date: _____

Mark Paris, Treasurer
Date: _____

ATTEST:

Christine S. Pauley, Clerk-Treasurer