

# Ben K. Perry Lodge 61 Fraternal Order of Police



## Proposed Contract Amendments and Additions

December 2009 Gary, Indiana

Received by: \_\_\_\_\_  
(Signature)

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(Printed)

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Ben K. Perry Lodge 61, Fraternal Order of Police  
Proposed Contract Amendments and Additions  
Submitted December 2009  
For a Proposed Contract Agreement**

**Order of Business**

**(1) Article 5, Section 5.4 – Lodge Activities**

**Current** – The Lodge President or their designee and **three (3)** elected Lodge Delegates shall be allowed off, without loss of pay, to attend the Annual Indiana State Lodge FOP Conference. Allowed time shall coincide with actual days of the Conference, not to exceed **five (5)** workdays during the month of June of each year.

**Proposed** - The Lodge President or their designee and **five (5)** elected Lodge Delegates shall be allowed off, without loss of pay, to attend the Annual Indiana State Lodge FOP Conference. Allowed time shall coincide with actual days of the Conference, not to exceed **four (4)** workdays during the month of June of each year.

**(2) Article 7, Section 7.2 – Salaries**

**Current** - The salary and number of police officers is established by ordinance action of the City’s Common Council. The salary wage schedule below shall be in force during this contract period.

	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>
Commander	51,535.00	54,111.75	56,817.34	59,658.21
Captain	47,249.00	49,611.45	52,092.02	54,696.62
Lieutenant	44,126.00	46,332.30	48,648.92	51,081.37
Sergeant	41,531.00	43,607.55	45,787.93	48,077.33
Corporal	39,554.00	41,531.70	43,608.29	45,788.70
1st Class Patrolman (after 2 yrs of service)	37,432.00	39,303.60	41,268.75	43,332.19
2nd Class Patrolman (after 1 yr of service)	n/a	n/a	37,432.00	37,432.00
Probationary Patrolman	n/a	35,646.00	35,646.00	35,646.00

**Proposed** – Remove the Commander position from this contract. Commander is an exempt position and is also part of the policy making process within the department, therefore their salary should be governed solely by the City’s Common Council.

Implement a five (5) percent increase in salary each year according to the following schedule including the ten (10) percent increase from 2008 and 2009. Probationary and 2<sup>nd</sup> Class patrolman pay will stay the same. This will provide officers with the incentive to stay and the City with the necessary incentive to retain employees.

	<b>2010</b>	<b>2011</b>	<b>2012</b>
Captain	57,431.45	60,303.02	63,318.17
Lieutenant	53,635.44	56,317.21	59,133.07
Sergeant	50,481.20	53,005.26	55,655.52
Corporal	48,078.13	50,482.04	53,006.14
1st Class Patrolman (after 2 yrs of service)	45,498.80	47,773.74	50,162.43
2nd Class Patrolman (after 1 yr of service)	37,432.00	37,432.00	37,432.00
Probationary Patrolman	35,646.00	35,646.00	35,646.00

The Gary FOP negotiated the current contract in good faith with both the past city administration and the current city administration. During those negotiations it was agreed upon that the employees of the police department would receive a 5 percent increase in pay each year over a four year period.

We did not receive our pay raises during the years 2008 and 2009 which ultimately saved the city an amount close to \$4 Million (In conjunction with the Fire Department) just in salaries alone.

It should also be stated that in January 2008 the City was not plagued by open audits and property tax caps, therefore indicating to us that our raises were not implemented based on other grounds, grounds we believe to be petty and vindictive.

The Gary FOP would also entertain the thought of removing the Commander positions from the city budget entirely. With a minimum of 5 Commander position's on the budget, this would free up around \$275,000.00 that would be better spent on the salaries of the rank and file. The Gary Police Department has 4 Captains who, through time and experience, have earned their rank and are fully capable of administering the day to day duties of the rank and file.

It should also be known that the Gary Police Department is **THE lowest paid police department in the county** (see attachment A). The cost of living is constantly rising yet our pay continues to stay the same. This is unacceptable in the city that is known throughout the country for having an extremely high crime rate, especially violent crime, and that has a call volume comparable to some of the biggest cities in the U.S.

### **(3) Article 8 – Regular Work Assignment/Paid Overtime/Comp Time/Standby Time**

#### **(a) Section 8.1**

**Current** - Employees covered by this agreement shall be paid for actual time worked at an hourly rate of one and one-half (1 ½) times the employee's regular rate of pay for time worked in excess of eighty (80) hours in a two-week pay period.

**Proposed** - Employees covered by this agreement shall be paid for actual time worked at an hourly rate **equivalent to a minimum of** one and one-half (1 ½) times the employee's regular rate of pay for time worked in excess of **eight (8) hours in any twenty four (24) hour period.**

## **(b) Section 8.2**

**Current** - Employees assigned a four and two work schedule routinely work seventy-two (72) hours in a two-week pay period. The first eight (8) hours after the seventy-two (72) hours worked will be compensated at the employees' regular rate of pay above his/her base salary, time and one half overtime will be implemented only after the employee has accrued above eighty (80) hours within the pay period.

**Proposed – Rescind.**

## **(c) Section 8.4**

**Current** - At the employee's request, an employee may receive compensatory time (comp time) equal to one and one-half (1 ½) times the hours actually worked in excess of forty (40) hours per calendar week.

**Proposed** - At the employee's request, an employee may receive compensatory time (comp time) equal to one and one-half (1 ½) times the hours actually worked in excess of **eight (8) hours during any twenty four (24) hour period but it shall be the common practice of the City to monetarily compensate the employee whenever possible.**

**Any employee that is required or mandated to work over their regularly scheduled hours whether it's the result of an administrative decision or an end of shift call that may result in the arrest of an individual, shall receive overtime compensation.**

## **(d) Section 8.6**

**Current** - Employees completing one (1) full calendar year without a deduction for sick time will be granted an additional five (5) compensatory (comp) days which may be added to their vacation or taken one (1) day at a time with the approval of their immediate supervisor. Time may be accrued from year to year.

**Proposed – Rescind.**

**(e) Section 8.8**

**Current** - An employee may accrue a maximum of four hundred and eighty (480) hours of compensatory time.

**Proposed** - An employee may accrue a maximum of four hundred and eighty (480) hours of compensatory time. **Any hours worked by the employee that would otherwise cause them to exceed the maximum accumulation of four hundred and eighty (480) hours of compensatory time shall be paid out as overtime in conjunction with the terms set forth in this agreement pursuant to overtime compensation.**

**(f) Section 8.9**

**Current** - At termination or retirement, an employee can sell back to the city a maximum of four hundred and eighty (480) hours of compensatory time at the employee's current rate of pay.

**Proposed** - At termination, **resignation or** retirement, an employee can sell back to the city a maximum of four hundred and eighty (480) hours of compensatory time at the employee's current rate of pay. **To alleviate some of the financial strain on the city any employee who wishes to cash out their comp time can do so during each year in the amount not to exceed fifty (50) hours per calendar year.**

**Any employee choosing to cash out a portion of their comp time shall receive monetary compensation no later than the following pay period from the date submitted.**

(This addition is a long term fix for the City. As it stands right now a patrolman who accumulates comp time and never uses it, mostly due to the fact that comp days are almost always denied due to lack of staffing, can hold that time through the ranks, retire at Captain for example, and then get paid out at Captain's pay. Allowing officers the opportunity to cash out can relieve some of the financial strain)

(The City and the FOP shall also agree on a particular party who will be designated to oversee this process of cashing out and who will submit the necessary paperwork to receive payment. A particular time of the year should also be designated i.e. cash outs will be during the month of November)

#### **(4) Article 9 – Transfers/Job Assignments**

##### **(a) Section 9.1**

**Current** - Employees required to involuntarily transfer from one Bureau to another or to involuntarily change a permanent shift assignment shall receive at least seventy-two (72) hours notice prior to the effective date of the transfer or permanent shift assignment. This section shall apply to all involuntary transfers and permanent shift assignments except those implemented for reasons of discipline or due to emergency needs of the Gary Police Department.

**Proposed** - Employees required to involuntarily transfer from one Bureau to another or to involuntarily change a permanent shift assignment shall receive at least **seven (7) days** notice prior to the effective date of the transfer or permanent shift assignment. This section shall apply to all involuntary transfers and permanent shift assignments except those implemented for reasons of discipline or due to emergency needs of the Gary Police Department.

**Notice of transfer shall be submitted to the affected employee in the form of a written letter signed by the respective supervisor implementing the transfer and signed off on by the employee as receipt for the written notice. This clause only refers to involuntary transfers.**

#### **(5) Article 10 – Holidays**

##### **(a) Section 10.1**

**Current** - Each employee shall receive eight (8) hours compensatory time for each of following holidays that the employee works:

New Year's Day	Martin Luther King's	Birthday President's Day
Good Friday	Election Day	Memorial Day
Independence Day	Labor Day	Columbus Day
Veterans' Day	General Election Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day	

**Proposed** - Each employee shall receive **overtime compensation at a rate of one and a half (1 ½) times the hourly salary of that employee** for each of following holidays that the employee works:

New Year's Day	Martin Luther King's	Birthday President's Day
Good Friday	Election Day	Memorial Day
Independence Day	Labor Day	Columbus Day
Veterans' Day	General Election Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day	

\*This calculation will better suit the City in regards to payment. As it stands right now the employee is being compensated for 16 hours of pay. Changing holiday pay to overtime will drop it down to 12 hours of compensation.

## **(6) Article 11 – Court Time Compensation**

### **(a) Section 11.1**

**Current** - Employees shall receive compensatory time off for court appearances during off duty hours before any court or at the County Prosecutors Office or when subpoenaed by any person or agency on matters pertaining to incidents investigated by such officer in the course of his employment, whether such incidents are civil or criminal in nature.

**Proposed** - Employees shall receive **overtime compensation at a rate of one and one half (1 ½) times the hourly salary of that employee** for court appearances during off duty hours before any court or at the County Prosecutors Office or when subpoenaed by any person or agency on matters pertaining to incidents investigated by such officer in the course of his employment, whether such incidents are civil or criminal in nature.

### **(b) Section 11.2**

**Current** - Compensatory time shall be computed at the rate of one and one-half (1 ½) times the hours actually expended.

**Proposed – The employee can, at their discretion, choose to receive compensatory time in lieu of overtime compensation for off duty court appearances.** Compensatory time shall be computed at the rate of one and one-half (1 ½) times the hours actually expended.

### **(c) Section 11.4**

**Current** - Employees that meet the above requirements for court time compensations shall also receive travel time at an amount equal to thirty (30) minutes for travel to court and thirty (30) minutes for travel from court.

**Proposed** - Employees that meet the above requirements for court time compensations shall also receive travel time at an amount equal to thirty (30) minutes for travel to court and thirty (30) minutes for travel from court. **In addition to travel time, employees shall receive a minimum of two (2) hours show up pay for their off duty court appearances to be paid out according to Sections 11.1 or 11.2, whichever the employees chooses.**

**(7) Article 13 – Longevity Pay**

**(a) Section 13.1**

**Current** - Employees shall receive additional compensation in recognition of cumulative service with the City of Gary Police Department. Such additional compensation shall be paid as per the following schedule and in accordance with the Salary Ordinance in effect.

<b>Completed Years of Service</b>	<b>Amount Per Year</b>	<b>Amount Per Pay</b>
3	\$ 100.00	\$ 3.85
4	\$ 200.00	\$ 7.69
5	\$ 300.00	\$11.54
6	\$ 400.00	\$15.38
7	\$ 500.00	\$19.23
8	\$ 600.00	\$23.08
9	\$ 700.00	\$26.92
10	\$ 800.00	\$30.77
11	\$ 900.00	\$34.62
12	\$1000.00	\$38.46
13	\$1100.00	\$42.31
14	\$1200.00	\$46.15
15	\$1300.00	\$50.00
16	\$1400.00	\$53.85
17	\$1500.00	\$57.69
18	\$1600.00	\$61.54
19	\$1700.00	\$65.38

**Proposed** - Employees shall receive additional compensation in recognition of cumulative service with the City of Gary Police Department. Such additional compensation shall be paid as per the following schedule and in accordance with the Salary Ordinance in effect.

<b>Completed Years of Service</b>	<b>Amount Per Year</b>	<b>Amount Per Pay</b>
3	\$ 200.00	\$ 7.69
4	\$ 400.00	\$ 15.38
5	\$ 600.00	\$ 23.08
6	\$ 800.00	\$ 30.77
7	\$ 1000.00	\$ 38.46
8	\$ 1200.00	\$ 46.15
9	\$ 1400.00	\$ 53.85
10	\$ 1600.00	\$ 61.54
11	\$ 1800.00	\$ 69.23
12	\$ 2000.00	\$ 76.92

13	\$ 2200.00	\$ 84.61
14	\$ 2400.00	\$ 92.30
15	\$ 2600.00	\$ 100.00
16	\$ 2800.00	\$ 107.69
17	\$ 3000.00	\$ 115.38
18	\$ 3200.00	\$ 123.08
19+	\$ 3400.00	\$ 130.77

**(8) Article 14 – Special Incentive Pay**

**(a) Section 14.2**

**Current** - The amount of incentive pay will be one hundred (\$100.00) dollars per month.

**Proposed** - The amount of incentive pay will be **twelve** hundred (\$1200.00) dollars per year to be paid out bi-weekly at a rate of forty six dollars and fifteen cents (\$46.15) per pay. (This is currently how it is setup and is only listed for contract language purposes)

**(9) Article 17 – Department Sick Leave**

**Change heading to: Department Sick Leave/On Duty Injury Relief/Off Duty Injury/Personal Time**

**(a) Section 17.1**

**Current** - Employees covered by this Agreement shall be entitled to ninety (90) calendar days paid injury or sick leave per calendar year.

**Proposed** – Employees covered by this Agreement shall be entitled to **thirty (30) working days paid sick leave per calendar year.**

**(b) Section 17.2**

**Current** - Sick leave shall not be used to diminish vacation benefits. However, off days which fall during any period of sick leave, or number of sick days, shall not be retrieved, accumulated or used to extend the maximum ninety (90) calendar days of sick leave provided to each employee.

**Proposed** – Sick leave shall not be used to diminish vacation benefits. However, off days which fall during any period of sick leave, or number of sick days, **shall be not be counted towards** the maximum **thirty (30) working** days of sick leave provided to each employee. **A calendar year as it applies to sick time shall be defined as starting from the date that the first sick day is taken.** (i.e. your first sick day is used on June 1<sup>st</sup>, 2009, than your calendar year would be from June 1<sup>st</sup>, 2009 to June 1<sup>st</sup>, 2010)

**(c) Section 17.3**

**Current** - The Chief of Police may grant any extensions of sick leave for either injury or sickness. If an extension is not granted, an employee who has expended the ninety (90) days of sick leave shall be removed from the payroll of the Gary Police Department. Employees unable to return to duty may apply for a disability pension prior to exhausting their ninety (90) day's sick leave.

**Proposed** - The Chief of Police may grant any extensions of sick leave for either injury or sickness. Any employee who has expended the **thirty (30)** days of sick leave **shall exhaust all compensatory time, personal leave and any accumulated vacation time prior to any extension approvals by the Chief of Police.**

**Any employee exhausting all sick time, comp time, personal leave and vacation time, who has not been approved for an extension by the Chief of Police, shall be removed from the payroll of the Gary Police Department unless otherwise covered under the On Duty Injury Relief Clause or the Off Duty Injury Clause.** Employees unable to return to duty may apply for a disability pension prior to exhausting their **comp time, vacation time, personal leave and thirty (30) working day's sick leave.**

**The above amendments to the sick policy are contingent on the acceptance of the following:**

**Additions:**

**(1) On Duty Injury Relief**

**Proposed:**

**(a) Any individual employed by the City of Gary, working in the capacity of the Gary Police Department as a full time sworn law enforcement officer, who is injured on the job during the execution of his/her duties or during the hours he/she is scheduled as being on duty, shall be covered under the On Duty Injury Relief Clause.**

**(b) The employee shall seek treatment of the injury pursuant to the Standard Operating Procedures of the Gary Police Department and the rules set forth by the Gary Police Civil Service Commission in regards to on the job injuries.**

**(c) Any employee who is injured on duty shall be allowed the necessary time needed to recover according to the attending physician's recommendation up to a maximum of one (1) year. Time off shall not be a penalty to the employee. The employee shall retain all sick time, comp time, vacation time and personal days while off on a work related injury.**

**(d) The employee shall be retained on the payroll of the City of Gary Police Department as an active member with full pay and benefits for the duration of their rehabilitation up to a maximum of one (1) year under this clause. Employees who have exhausted the one (1) year paid injured on duty leave shall be given the option to voluntarily go on non-paid medical leave instead of disability pension, provided:**

- (i) The officer exhausts all, personal days, comp days, sick time and vacation time;**
- (ii) Such non-paid leave shall continue for no more than three (3) months or ninety two (92) calendar days and if the Employer determines that the officer is likely to return to duty within the period of the leave or extension thereof;**

**(e) Any employee who becomes ill while on duty due to exposure as defined in this agreement shall also be covered under the On Duty Injury Relief Clause.**

**(f) If an employee is released to light duty by the attending physician the Chief of Police shall make available within the department a position that's in accordance with light duty. Light duty does not have to be consistent with the employees current assignment within the department.**

## **(2) Off Duty Injury**

**Proposed:**

**(a) Any employee who is injured off duty shall be allowed the necessary time needed to recover according to the attending physician's recommendation. Time off for an off duty injury shall be deducted in accordance with the sick policy set forth in this agreement.**

**(b) Any employee who is injured off duty and who has exhausted all sick time shall be given the option to voluntarily go on non-paid medical leave instead of disability pension, provided:**

- (i) The officer exhausts all, personal days, comp days and vacation time;**
- (ii) Such non-paid leave shall continue for no more than three (3) months or ninety two (92) calendar days and if the Employer determines that the officer is likely to return to duty within the period of the leave or extension thereof;**

**(c) Any employee who is off duty due to on duty injury or off duty injury who in all likeliness will not be able to use their accumulated vacation time for the calendar year shall be allowed to rollover the unused time or cash out that accumulated**

time prior to the ending of that calendar year. This shall apply to those employees in which the calendar year expires prior to the exhaustion of their on duty injury relief or off duty injury relief.

**(3) Personal Leave**

**(a) Any employee who is covered under this agreement shall be permitted to have twelve (12) personal days of leave without loss of pay or deduction from sick time during a calendar year that can be utilized at their discretion. This clause is intended for those circumstances that arise without notice or otherwise known as unforeseeable emergencies.**

**(b) Personal days are not cumulative. Any employee having unused personal days at the end of the calendar year shall not be able to recover those days during the following year.**

-----End additions for this section-----

**(10) Article 22 – Uniform Allowance**

**(a) Section 22.2**

**Current** - In addition to any other item of compensation the City shall provide a Uniform Allowance of fifteen hundred (\$1500.00) dollars. The Uniform Allowance will be paid in two (2) equal by-annual increments of seven hundred and fifty (\$750.00) dollars in May and November of each year.

**Proposed** - In addition to any other item of compensation the City shall provide a Uniform Allowance of **two thousand (\$2000.00) dollars**. The Uniform Allowance will be paid in two (2) equal by-annual increments of **one thousand (\$1000.00) dollars** in May and November of each year.

**(11) Article 24 – Vacations**

**(a) Section 24.6**

**Current** - Vacation time must be used during the calendar year in which it is credited unless approved by the Chief of Police or his/her designee.

**Proposed** - Vacation time must be used during the calendar year in which it is credited unless approved by the Chief of Police or his/her designee. **This clause does not apply to employees who are off during On Duty Injury or Off Duty Injury in accordance with the policy governing On Duty Injury and Off Duty Injury.**

**(12) Article 23 – Health and Life Insurance**

**(a) Section 23.2**

**Current** - The City agrees to provide health insurance coverage for active employees and their eligible dependents at the monthly premium of:

	<b>City Plan</b>	<b>HMO Plan</b>
Single	\$10.00	\$20.00
With 1 dependent	\$45.00	\$55.00
With 2 or more dependents	\$75.00	\$90.00

**Proposed** - The City agrees to provide health insurance coverage for active employees and their eligible dependents at the monthly premium of:

	<b>City Plan</b>	<b>HMO Plan</b>
Single	<b>\$20.00</b>	<b>\$10.00</b>
With 1 dependent	<b>\$55.00</b>	<b>\$45.00</b>
With 2 or more dependents	<b>\$90.00</b>	<b>\$75.00</b>

The Gary FOP agrees that the plan premiums should be switched. The City Plan has a much broader network of physicians than the HMO and therefore should have the higher of the two premiums.

The FOP cannot agree on an increase in insurance premiums at this time. For years it has been statistically proven at the hands of the City that insurance claims are not paid on time and in many cases has caused a number of Officers significant damage to their credit ratings and bankruptcy in some cases.

**Addition: Ambulance Fees**

**(a) Employees covered by this Agreement and their eligible dependents shall be exempt from fees for emergency medical services performed by the Gary Fire Department.**

## **(13) Article 27 – Pay Days**

### **(a) Section 27.3**

**Current** - The City shall disburse all other pay as follows:

- A. The \$1500.00 annual clothing allowance shall be paid in two (2) equal disbursements of \$750.00 each. One (1) in May and one (1) in November of each year.
- B. Special Incentive pay shall be disbursed monthly.

**Proposed** - The City shall disburse all other pay as follows:

- A. The **two thousand (\$2000.00) dollar** annual clothing allowance shall be paid in two (2) equal disbursements of **one thousand (\$1000.00) dollars** each. One (1) in May and one (1) in November of each year.
- B. Special Incentive pay shall be disbursed **bi-weekly**.

### **Addition – Governing Clause**

**(a) For the purposes of conformity, this clause is intended to establish recognition that any language agreed upon in this Agreement shall supersede those jointly recognized in the Gary Police Department Standard Operating Procedures, Gary Police Civil Service Commission Rules and Ordinances governed by the Gary Common Council.**

**(b) For all intensive purposes, any language outlined within the Gary Police Department Standard Operating Procedures, Gary Police Civil Service Commission Rules or Ordinances set forth by the Gary Common Council that are also outlined and/or amended in this agreement, should be revised so as to coincide with this agreement.**

### **Addition: Return to Work Clause**

**To assure proper health safeguards for Department personnel, members who are ordered off duty by an attending physician due to illness or injury, whether service connected or not, shall not be returned to active or limited duty assignments without being certified for such assignment by the attending physician.**

### **Addition: Bill or Rights (pending)**

### **Addition: Bi-lingual Compensation**

**(a) All officers covered by the terms of this Agreement who are capable of reading, writing and translating a language other than English into the English language and English into a language other than English who are directed to perform such services by a supervisor shall be entitled to overtime compensation for the time spent performing such services at the rate of time and one-half.**

**Officers who are directed to report to duty or remain on duty to perform such services at a time other than their regularly assigned duty hours or perform such services during their regularly scheduled duty hours will receive a minimum of two (2) hours of overtime compensation and such compensation will be at the rate of time and one-half.**

**An active list of names and contact numbers shall be established and maintained by the Chief of Police and distributed throughout the Department for ready reference. The Police Department may promulgate rules to determine who is capable to perform such services.**

**Subject to the above criteria and the ability to perform the assigned task, opportunities to provide such services will be rotated on a first come first serve basis.**

### **Addition: Critical Incident Team**

**The Lodge recognizes the need for members of the law enforcement community to provide their fellow members with a dedicated team of experienced individuals who are trained in dealing with severe tragedy. The Indiana chapter of COPS (Concerns of Police Survivors) along with the Indiana State Fraternal Order of Police, currently have a critical incident team in effect. This team is established for families and co-workers who lose an officer in the line of duty and/or any severe life threatening injury.**

**Should the Gary Police Department have such an employee who is trained and experienced as a member of that team, that employee shall be allowed the necessary time off not to exceed five (5) consecutive days, when they are called into action by that team.**

**A member of the Gary Police Department meeting the qualifications set forth in this clause shall issue a written notification for the record to the Chief's Office indicating their position on that team.**

## **Addition: Definitions**

**Overtime** shall be defined as monetary compensation for hours worked other than regularly scheduled work hours.

**Compensatory Time** shall be defined as accumulated time in which it is agreed upon between the City of Gary and the employees of the Gary Police Department that the employee will either be compensated monetarily at a later date or be allowed to use that accumulated time as time off with pay.

**Employee** shall be defined as any individual employed by the Gary Police Department working in the capacity of a full time sworn law enforcement officer.

**Lodge/FOP** shall be defined as the Ben K. Perry Lodge #61, Fraternal Order of Police.

**Terminal leave** shall be defined as part of the severance package as gratitude for their years of service to the Gary Police Department to employees having twenty (20) or more years of service to the Gary Police Department and shall not be confused or enjoined with sick time.

**Exposure** shall be defined as any exposure to any elements while on duty as a Gary Police Officer that would cause an officer to become so ill that they would need to seek medical treatment and/or require time off from active duty according to a physician's recommendation.

**Employer** shall be defined as the City of Gary or the Gary Police Department.

**Grievance** shall be defined as the claimed unjust treatment, violation, misinterpretation, or inequitable application of any of the provisions of this Agreement or rules, regulations, and procedures covering working conditions applicable to the employees of the Gary Police Department.