

Community Service Officer Call Response

Service Call	MPD Priority	Task Force Vote/8
Aband/Stolen Prop	1	4
Acc PI	1	2
Acc Unknown Inj	1	1
Aircft Dwn	1	1
Animal Bite	1	6
Child Abuse	1	1
Fire	1	4
Fireworks	1	6
Gas Leak	1	6
Haz Waste	1	2
Med Run	1	1
Boat Overturned	1	1
Recovered Property	1	6
School Crossing Duty	1	7
Subj in Water	1	1
Tornado Touchdwn	1	5
Wires Down	1	8
Acc PI	2	1
Acc PDO	2	6
Altd Curry	2	2
Call By	2	1
Animal Cruelty	2	2
Demonstration	2	1
Entry Autos	2	1
Flooding	2	8
Forgery	2	3
Fraud CC	2	1
Fraud InnKpr	2	2
Lockout	2	8
Loose Animal	2	4
Lost Child	2	4
MFD Security	2	1
Missing Check	2	1
Notification	2	6
Prop Dmge	2	8
Theft	2	1
Theft Vehicle	2	2
Traffice Hzrd	2	8
Welfare Citizen	2	2
Acc PDO	3	8
Juv Convey	3	1
Lan/Ten Trouble	3	1
Solen Veh	3	8
911 Abuse	4	2
Addl info	4	6
Assignment	4	1
Citizen Convey	4	7
Cont Del Minor	4	1

Service Call	MPD Priority	Task Force Vote/8
Convey Prop	4	8
Escort	4	5
False Fire Alm	4	5
Issue Worthless Check	4	2
Mail Run	4	8
Missing Rpt	4	6
Missing Rtn	4	6
Noise Nuisance	4	2
Open Hydrant	4	7
Prking Trouble	4	7
Phone Call Cmplnt	4	1
Prop Pickup	4	7
Recovered Vehicle	4	7
Truant	4	1
Veh Maintenance	4	7
Water Main Break	4	8

Exhibit 1
Priority List
vote by CSS members

CALL_TYPE_FINAL_D	PRIORITY	COUNT
911 ABUSE	1	1
911 ABUSE	2	8
911 ABUSE	3	8
911 ABUSE	4	33348
		33365
ABAND PROPERTY	1	805
ABAND PROPERTY	2	168
ABAND PROPERTY	3	571
ABAND PROPERTY	4	912
		2456
ACC PDO	1	21
ACC PDO	2	655
ACC PDO	3	16184
ACC PDO	4	12
		16872
ACC PI	1	147
ACC PI	2	6181
ACC PI	3	218
ACC PI	4	5
		6551
ACC UNK INJ	1	11
ACC UNK INJ	2	3682
ACC UNK INJ	3	30
		3723
ADD INFO	1	1
ADD INFO	2	42
ADD INFO	3	150
ADD INFO	4	1261
		1454
AIRCRAFT DOWN	1	3
		3
ALTERED CURRENCY	1	4
ALTERED CURRENCY	2	165
ALTERED CURRENCY	3	107
ALTERED CURRENCY	4	36
		312
ANIMAL BITE	1	148
ANIMAL BITE	2	67
ANIMAL BITE	3	132
ANIMAL BITE	4	103
		450
ANIMAL CRUELTY	2	1



1

ASSIGNMENT	1	65
ASSIGNMENT	2	883
ASSIGNMENT	3	601
ASSIGNMENT	4	4280
		5829
CALL BY PHONE	1	3
CALL BY PHONE	2	9342
CALL BY PHONE	3	63
CALL BY PHONE	4	108
		9516
CHILD ABUSE	1	927
CHILD ABUSE	2	385
CHILD ABUSE	3	174
CHILD ABUSE	4	2
		1488
CITIZEN CONVEY	2	4
CITIZEN CONVEY	3	2
CITIZEN CONVEY	4	216
		222
CONT DEL MINOR	1	2
CONT DEL MINOR	2	3
CONT DEL MINOR	3	9
CONT DEL MINOR	4	69
CONVEY PROPERTY	2	12
CONVEY PROPERTY	3	6
CONVEY PROPERTY	4	225
		243
DEMONSTRATION	2	49
DEMONSTRATION	3	2
		51
ENTRY TO AUTOS	1	46
ENTRY TO AUTOS	2	4800
ENTRY TO AUTOS	3	2521
ENTRY TO AUTOS	4	1111
		8478
ESCORT	1	2
ESCORT	2	663
ESCORT	3	14
ESCORT	4	517
		1196
FALSE FIRE ALARM	1	1



FALSE FIRE ALARM	4	6
		7
FIRE	1	4418
FIRE	2	199
FIRE	3	56
FIRE	4	3
		4676
FIREWORKS	1	232
FIREWORKS	2	80
FIREWORKS	3	269
FIREWORKS	4	2166
		2747
FLOODING	2	52
FLOODING	3	1
FLOODING	4	2
		55
FORGERY	1	11
FORGERY	2	886
FORGERY	3	184
FORGERY	4	29
		1110
FRAUD CRED CARD	2	39
FRAUD CRED CARD	3	13
FRAUD CRED CARD	4	1
		53
GAS LEAK	1	219
GAS LEAK	2	3
GAS LEAK	3	1
		223
HAZ WASTE MAT	1	39
HAZ WASTE MAT	2	1
HAZ WASTE MAT	4	1
		41
ISS WORTHLESS CK	4	79
		79
JUV CONVEY	1	1
JUV CONVEY	2	19
JUV CONVEY	3	1243
JUV CONVEY	4	7
		1270
LANDLORD/TEN TRB	1	3
LANDLORD/TEN TRB	2	84



LANDLORD/TEN TRB	3	1411
LANDLORD/TEN TRB	4	13
		1511
LOCK OUT	1	2
LOCK OUT	2	256
LOCK OUT	3	4
LOCK OUT	4	2
		264
LOOSE ANIMAL	1	11
LOOSE ANIMAL	2	2288
LOOSE ANIMAL	3	218
LOOSE ANIMAL	4	180
		2697
LOST CHILD	1	12
LOST CHILD	2	286
LOST CHILD	3	22
		320
MAIL RUN	2	18
MAIL RUN	3	7
MAIL RUN	4	690
		715
MED RUN	1	326
MED RUN	2	153
MED RUN	3	72
MED RUN	4	44
		595
MFD SECURITY	2	119
MFD SECURITY	3	1
		120
MISSING CHK	2	736
MISSING CHK	3	424
MISSING CHK	4	619
		1779
MISSING REPORT	2	9
MISSING REPORT	3	20
MISSING REPORT	4	855
		884
MISSING RETURN	2	11
MISSING RETURN	3	30
MISSING RETURN	4	1523
		1564
NOISE NUISANCE	2	23



NOISE NUISANCE	3	44
NOISE NUISANCE	4	17347
		17414
NOTIFICATION	1	1
NOTIFICATION	2	827
NOTIFICATION	3	112
NOTIFICATION	4	168
		1108
OPEN HYDRANT	1	4
OPEN HYDRANT	2	20
OPEN HYDRANT	3	5
OPEN HYDRANT	4	264
		293
OVERTURNED BOAT	1	3
		3
PARKING TRBL	2	44
PARKING TRBL	3	43
PARKING TRBL	4	1699
		1786
PHONE CALL COMPL	2	4
PHONE CALL COMPL	3	20
PHONE CALL COMPL	4	1781
		1805
PROPERTY DAMAGE	1	56
PROPERTY DAMAGE	2	8740
PROPERTY DAMAGE	3	6396
PROPERTY DAMAGE	4	398
		15590
PROPERTY PICKUP	1	2
PROPERTY PICKUP	2	21
PROPERTY PICKUP	3	41
PROPERTY PICKUP	4	2065
		2129
RECOVERED PROPER	2	1
RECOVERED PROPER	4	1
RECVR STOLEN PRO	4	1
		3
RECVRD PROPERTY	1	35
RECVRD PROPERTY	2	11
RECVRD PROPERTY	3	49
RECVRD PROPERTY	4	39
		134



RECVRD VEHICLE	1	1
RECVRD VEHICLE	2	17
RECVRD VEHICLE	3	32
RECVRD VEHICLE	4	1425
		1475

SCHOOL CROSSING	1	16
SCHOOL CROSSING	2	14
SCHOOL CROSSING	3	4
SCHOOL CROSSING	4	6
		40

STOLEN VEHICLE	1	19
STOLEN VEHICLE	2	252
STOLEN VEHICLE	3	4624
STOLEN VEHICLE	4	7
		4902

SUBJ DOWN	1	55
SUBJ DOWN	2	3284
SUBJ DOWN	3	4
		3343

THEFT	1	53
THEFT	2	13834
THEFT	3	12471
THEFT	4	800
		27158

THEFT VEHICLE	1	39
THEFT VEHICLE	2	2496
THEFT VEHICLE	3	9151
THEFT VEHICLE	4	77
		11763

TRAFFIC HAZARD	1	9
TRAFFIC HAZARD	2	6307
TRAFFIC HAZARD	3	138
TRAFFIC HAZARD	4	13
		6467

TRUANT	2	1
TRUANT	3	9
TRUANT	4	445
		455

VEHICLE MAINT	4	1025
		1025

WATER MAIN BRK	1	2
WATER MAIN BRK	2	8

WATER MAIN BRK	3	3
WATER MAIN BRK	4	225
		238

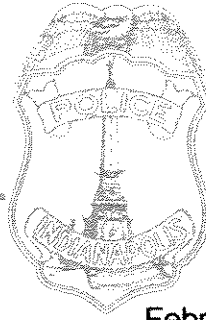
WELFARE CHK	1	50
WELFARE CHK	2	5925
WELFARE CHK	3	194
WELFARE CHK	4	9
		6178

WIRES DOWN	1	301
WIRES DOWN	2	7
WIRES DOWN	3	2
		310

Exhibit 2
Stats. relative to
call types.

LRB merge
data for comparison

Michael T. Spears, Chief of Police
50 North Alabama Street
Indianapolis, Indiana 46204



**POLICE DEPARTMENT
CITY OF INDIANAPOLIS**

Bart Peterson, Mayor

February 22, 2006

Milwaukee Police Department
Chief of Police
749 West State Street, Room 705
Milwaukee, WI 53233

Dear Chief Hegerty;

It was pleasure to meet you at the conference in Washington, DC. You requested that I forward information on our Public Safety Officer positions. I have enclosed two different job descriptions, their Collective Bargaining Agreement, and the training schedule of our most recent PSO Academy Class. I hope this information is valuable to you and your department. Our PSO's certainly perform a much-needed function and save thousands of dollars. The PSO's free up our police officers allowing them to more proactively pursue criminals. If you have any further questions on this matter, please feel free to contact my Administrative Assistant, Lt. Sherri Horn or me.

Sincerely,

**MICHAEL T. SPEARS
CHIEF OF POLICE**

A handwritten signature in black ink, appearing to read "E. Tim Foley".

E. Tim Foley, Deputy Chief
Criminal Investigations Division

Cc: Deputy Inspector
Anna Ruzinski



PUBLIC SAFETY OFFICER I

(Department of Public Safety/Indianapolis Police Department)

PURPOSE:
To Provide law enforcement assistance to the public and sworn officers as described below.

ESSENTIAL JOB FUNCTIONS:

Responds to, investigates, and assesses situational needs at vehicle accidents; Patrols downtown area in vehicles, on bicycles, and on foot; Assists in traffic and crowd control; Provides general assistance to the public; Performs variety of police-community relations; Reports suspicious activities to Communications; Identifies, gathers, and processes evidence at crime scenes according to procedures; Performs other job related duties as assigned. *PRISONER TRANSPORT*

KNOWLEDGE OF:

Community relations, law enforcement, and cultural diversity.

ABILITY TO:

Learn investigative procedures; Acquire interview techniques; Learn City geography and traffic enforcement codes; Maintain records; Obtain and maintain Special Police Powers; Learn defensive countermeasures; Learn police radio procedures; Acquire first responder techniques; Obtain and maintain IDACS (Indiana Data and Communication System) certification; Obtain knowledge of IPD regulations, policies, and procedures; Learn related criminal and civil laws; Learn evidence processing techniques and procedures; Complete required forms and reports; Understand and operate photographic equipment; Handle occasional hostile personal contacts; Communicate effectively, both orally and in writing; Obtain and maintain a valid Indiana Driver's License; Operate a Public Safety vehicle; Successfully pass testing and screening process including, but not limited to a written and agility test, background investigation, psychological evaluation, physical, and polygraph examination.

EDUCATION AND EXPERIENCE:

High school education or equivalent and ~~two years of~~ *Pris* related experience *preferred* (i.e.: law enforcement, traffic enforcement, security, public safety, corrections, criminal justice). Applicant must be at least 21 years of age prior to employment in order to qualify for Special Police Powers.

INDEPENDENT ACTIONS AND JUDGEMENT:

Actions are controlled by established City/Departmental, Unit and Branch policies and procedures, and civil/criminal laws. High degree of confidentiality required. May have to interact with hostile and/or irate individuals. Errors could have a significant impact on IPD and the citizens of Indianapolis.

WORKING RELATIONSHIPS:

Departmental personnel; Outside personnel including other Law Enforcement and City/County agencies; Court and Criminal Justice personnel and the general public.

WORKING CONDITIONS:

Work generally performed outside of the office setting. Employee may be exposed to potentially dangerous situations. Exposure to extreme weather conditions. Work is nearly always performed independently; supervisory assistance is available when needed. Shift work with rotating days off and at various district sites may be required.

ADDITIONAL INFORMATION:

Must successfully complete Public Safety Corps training in order to maintain employment as a Public Safety Officer I. Successful performance in this position may qualify employee to receive additional credit during the screening process for an IPD sworn officer position.

RANGE: 03 (Non-Exempt)

SIGNATURES:


Authorized Signature


Personnel Generalist

OFFICIAL JOB DESCRIPTION ©



PUBLIC SAFETY OFFICER II

(Department of Public Safety/Indianapolis Police Department)

PURPOSE:

Serve as enforcement officer for vehicle violations and traffic support.

ESSENTIAL JOB FUNCTIONS:

Patrol downtown area to identify parking and pedestrian violations; Issues tickets; Tows vehicles in accordance with applicable law; Performs traffic and crowd control; Performs variety of police-community relations functions; Provides assistance and directions to the public; Reports defective or damaged parking meters and traffic control signals; Reports serious or hazardous vehicle traffic flow problems; Appears in court and presents testimony; Maintains uniform, equipment, and supplies; Performs other job related duties as assigned.

KNOWLEDGE OF:

Community relations and cultural diversity.

ABILITY TO:

Obtain and maintain a valid Indiana driver's license; Operate a public safety vehicle; Obtain and maintain Special Police Powers; Write parking citations; Learn applicable traffic enforcement codes; Handle sensitive and hostile public contacts; Obtain knowledge of IPD policies and procedures: Learn police radio procedures; Maintain records; Learn laws related to parking and pedestrian violations and Indianapolis Police Department procedures concerning processing of violations; Learn traffic direction and control; Obtain knowledge of police radio procedures; Learn City geography and defensive driving techniques; Communicate effectively, both orally and in writing.

Successfully pass testing and screening process including, but not limited to a written and agility test, background investigation, psychological evaluation, and polygraph examination.

EDUCATION AND EXPERIENCE:

High school education or equivalent and ~~one year~~^{Prior} of related experience^{Preferred} (i.e.: law enforcement, traffic control, security, public safety, corrections). Applicant must be at least 21 years of age prior to employment in order to qualify for Special Police Powers.

INDEPENDENT ACTIONS AND JUDGEMENT:

Actions are controlled by established City/Departmental, Unit and Branch policies and procedures, and civil/criminal laws. May have to interact with hostile and/or irate individuals.

WORKING RELATIONSHIPS:

Departmental personnel; Outside personnel including other Law Enforcement and City/County agencies; Courts; Criminal justice personnel; and the general public.

WORKING CONDITIONS:

Work is generally performed outside of the office setting at various locations. Employee may be exposed to hazardous situations. Exposure to extreme weather conditions. Work is generally performed independently; supervisory assistance is available when needed. Shift work with rotating days off may be required.

ADDITIONAL INFORMATION:

Successful performance in this position may qualify employee to receive additional credit during the screening process for an IPD sworn officer.

GRADE: 02 (Non-Exempt)

SIGNATURES:


Authorized Signature


Personnel Generalist

OFFICIAL ~~JOB~~ DESCRIPTION ①

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF INDIANAPOLIS

AND

**INDIANA F.O.P. LABOR COUNCIL, INC.
FOR AND ON BEHALF
OF
PUBLIC SAFETY OFFICERS
FOR
THE CITY OF INDIANAPOLIS**



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FRATERNAL ORDER OF POLICE CONTRACT

2003

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COLLECTIVE BARGAINING AGREEMENT

This agreement is entered into on the ____ day of _____, 2003, between the City of Indianapolis, Indiana, herein after called the "City" and the Indiana Fraternal Order of Police Labor Council, Inc. for and on behalf of Indianapolis Public Safety Officers, herein after called the "Union".

The City and the Union recognize and declare that they have bargained collectively with respect to terms and conditions of employment for Public Safety Officers. It is their desire, and in the best interests of the citizens of the City, to promote harmonious relationships between the City and the Union and to improve public safety for the citizens of the City.

ARTICLE 1

RECOGNITION

Section 1.1 The City hereby recognizes the Indiana Fraternal Order of Police Labor Council, Inc. as the sole and exclusive bargaining representative for all Indianapolis Public Safety Officers .

Section 1.2 The Indiana Fraternal Order of Police Labor Council, Inc., in its role as bargaining representative, has been selected by a majority of the members of Indianapolis Public Safety Officers and shall continue in this capacity except as otherwise provided in General Ordinance 291-608.

Section 1.3 The City shall not enter into any oral or written agreements with the employees covered under this contract or to any provision of this contract either individually or collectively or with any other organization acting on behalf of such employees.

ARTICLE 2

TERM

Section 2.1 This Agreement shall be effective as of the 1st day of January, 2003 and shall remain in full force and effect until the 31st day of December, 2006.

Section 2.2 The parties agree to commence negotiations no later than May 1 of 2006 to extend this agreement or adopt a new agreement. In the event that negotiations reach an impasse on a new contract, then, except for those items controlled by the City-County Council, the benefits provided for in this agreement shall not be reduced or eliminated.

Section 2.3 Upon mutual written agreement of the parties to this contract, specific Articles can be opened for discussion for possible modification or amendment.



ARTICLE 3

NON-DISCRIMINATION

Section 3.1 The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, race, color, creed, handicap as defined by law, national origin, or religious or political affiliation except where specific age, sex or physical requirements constitute a bona fide occupational qualification, necessary to proper and efficient administration or as provided by law. The F.O.P. shall share equally with the Employer the responsibility for applying this provision of the Agreement. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees. Nothing in this Agreement shall be construed to require the City to violate any provisions of the Americans with Disabilities Act.

ARTICLE 4

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.1 The Indiana Fraternal Order of Police Labor Council, Inc. recognize the prerogatives of the "City" to operate and manage the Indianapolis Public Safety Officers, in all respects, in accordance with its responsibilities and powers of authority.

Section 4.2 The City, on its own behalf and on behalf of its citizens, hereby retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States, the City Charter, the Code, and any modifications made thereto, including any Executive Order issued by the Mayor or other officials so authorized by statute. Further, all rights which ordinarily vest in and are exercised by employers except to the extent such are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing right:

(a) to manage its affairs efficiently and economically, including the determination of quantity and standard of services to be rendered; the control of material, tools and equipment to be used; and the discontinuance of any services, material or methods of operation;

(b) to introduce new equipment, methods, machinery or processes; change or eliminate existing equipment and institute technological changes; decide on materials, supplies, equipment and tools to be purchased;

(c) to determine and change the number, location and type of facilities and installations;

(d) to determine the size of the workforce and increase or decrease its size;

(e) to hire, promote, transfer, assign, retain and direct the work of employees, including the right to assign work and overtime;

(f) to establish, change, combine or discontinue job classifications; prescribe and assign job duties, content and classification; and to establish wage rates for any new or changed classifications;



(g) to establish work schedules and, if necessary, change those work schedules in accordance with applicable law and Departmental policy;

(h) to maintain the statutory right of the Chief of Police, with the approval of the Director of Public Safety, to establish and revise Departmental rules and procedures for the administration of the Police Department.

(i) to suspend, demote, discharge or take other disciplinary action against employees;

(j) to adopt, revise and enforce working rules and carry out cost and general improvement programs under applicable law;

(k) to transfer, promote and demote employees from one classification, division or shift to another under applicable laws;

(l) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications of employees to perform available work under applicable laws.

When choosing to exercise any of the above-enumerated City rights, the Department will be cognizant of the issues of employee safety that are presented by the nature of the duties performed by the Public Safety Officers.

ARTICLE 5

UNION ACTIVITIES

Section 5.1 The City shall recognize two (2) representatives and one (1) alternate of the Union Wage and Benefit Committee for purposes of processing grievances or meeting with Management to discuss the administration of this Agreement. The Union shall certify to the City the names of the designated representatives of the Wage and Benefit Committee yearly.

Section 5.2 Designated representatives of the Union shall be afforded reasonable time during working hours without loss of pay to meet with Management for purposes of negotiating the Agreement, administering the Agreement, and to discuss and investigate grievances. Such representatives must obtain prior approval from management before leaving their job assignment or taking time from their job for union business. Such approval shall not be unreasonably withheld. In no event shall time spent conducting such business be considered as overtime or paid time outside the officer's regular working hours.

Section 5.3 The Union shall be afforded the right to utilize bulletin boards in designated areas at the police station and any sub-police stations for the posting of Union notices and other Union materials. Such boards shall be identified with the name of the Union and the Union shall designate persons responsible for utilizing the boards. The boards shall be provided at the cost of the Union. Nothing demeaning towards any individual shall be posted on this board. The City reserves the right to remove inappropriate material.



ARTICLE 6

DUES DEDUCTION

Section 6.1 The City shall deduct from the monthly pay of each eligible employee from whom it receives a signed authorization to do so, all amounts established by the F.O.P. Labor Council, Inc. as regular dues.

Section 6.2 Monthly the City shall remit the amount of deduction accompanied by a list of employees that have authorized such deductions to the Treasurer of the FOP Labor Council, Inc.

Section 6.3 The FOP Labor Council, Inc. agrees to indemnify and hold the City harmless against any and all claims, demands, suits or liabilities, and for all legal costs arising from any action taken or not taken by the City in compliance with this Article. The Union shall promptly refund to the City any funds received in accordance with this Article which are in excess of the amounts of Union dues and assessments which the City has agreed to deduct.

ARTICLE 7

SALARIES

Section 7.1 The Mayor and the City's representatives shall meet with the Union's Wage and Benefit Committee to negotiate a schedule of wages and benefits to be recommended to the City-County Council. Such negotiations shall begin no later than May 1 of 2006.

Section 7.2 In 2003 all individuals who are classified as Public Safety Officer I with a salary of less than \$24,908 annually shall have their salaries increased to that amount. Also in 2003, all individuals who are classified as Public Safety Officer II with a salary of less than \$23,912 annually shall have their salaries increased to that amount. All those Public Safety Officers whose salaries exceed \$24,908 annually shall receive an increase of \$1,500 in 2003.

For the remaining three years of the contract, the salary for each Public Safety Officer (I and II) shall be increased by the following percentages:

2004	2% above 2003
2005	3% above 2004
2006	3% above 2005

Section 7.3 All Public Safety Officers shall serve as probationers for one year from the date of employment. During the probationary period, such officers shall receive the benefits (leave, insurance, etc.) set forth in this Agreement. The remaining portions of this Agreement shall not apply until such officers have completed their probationary period.



Section 7.4 Evaluation systems used to measure employee competence and performance shall not be used for the purpose of salary adjustment.

ARTICLE 8

REGULAR WORK ASSIGNMENT PAID OVERTIME COMPENSATORY TIME

Section 8.1 Employees covered by this Agreement shall have the choice of receiving cash or compensatory time for all time worked in excess of forty (40) hours per week. When an employee is required to work overtime in excess of forty (40) hours per week, such employee shall be paid for actual time worked at an hourly rate equal to one and one-half (1 1/2) times the employee's regular rate of pay.

Section 8.2 Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate for each hour of overtime worked. The regular hourly rate shall include longevity and base pay.

Section 8.3 At the employee's request, an employee may receive compensatory time (comp time) equal to one and one-half (1 1/2) times the hours actually worked in excess of forty (40) hours per calendar week.

Section 8.4 An employee may accrue a maximum of two hundred and forty (240) hours of compensatory time.

Section 8.5 At termination or retirement, an employee can sell back to the city a maximum of two hundred and forty (240) hours of compensatory time at the employee's current rate of pay.

ARTICLE 9

HOLIDAYS & HOLIDAY PAY

Section 9.1 The following days shall be observed as holidays and employees will be granted time off with pay unless required to be on duty:

New Year's Day	Labor Day	Thanksgiving Day
General Election Day	President's Day	Day After Thanksgiving
Independence Day	Good Friday	Christmas Day
Martin Luther King's Birthday	Memorial Day	
Primary Election Day		

Section 9.2 When a recognized holiday falls during an employee's vacation period, the employee shall be granted eight (8) hours leave, to be taken when scheduling allows.



Section 9.3 When a recognized holiday is worked the employee shall be paid at his/her regular rate for hours worked and receive compensatory time off or pay for one and one-half times the hours worked.

ARTICLE 10

COURT TIME COMPENSATION

Section 10.1 Employees shall receive their choice of cash or 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.

Section 10.2 Officers that meet the above requirements for court time compensations shall also receive travel time of one hour only when the Public Safety Officer's shift does not begin or end within one hour of the court time.

ARTICLE 11

BEREAVEMENT LEAVE

Section 11.1 If a death occurs in an employee's family, an employee will receive a maximum of three (3) working days leave with pay. For the purpose of this section, members of the family include: spouse, parent, child, sibling, step-parent, step-sister, step-brother, step-child, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, or other relative who was residing with the employee.

Section 11.2 In extenuating circumstances, additional leave may be granted and charged to the employee's earned leave time. If the employee has no accrued time, leave without pay may be granted at management's discretion. Similarly, for the death of someone other than those listed above, leave may be granted and charged to accrued time, or the employee may be allowed to take leave without pay if no accrued time is available.

ARTICLE 12

INJURED ON DUTY SICK LEAVE

Section 12.1 The City agrees to introduce and work with the FOP Labor Council, Inc. toward the passage of an amendment to the Revised Municipal Code of the Consolidated City that provides that an employee who is covered by this Agreement who is injured on duty shall be entitled to injured on duty sick leave as described in this section. If an on-duty injury causes an employee to be absent from work for more than forty (40) consecutive hours, that employee will receive forty (40) hours of on duty sick leave. This leave is intended to cover the period of time between the injury and the employee's eligibility for worker's compensation and/or short-term disability leave, as long as



appropriate medical documentation is provided. The leave taken pursuant to this section shall not be deducted from the employee's benefit leave. An employee who qualifies for the leave described in this section will also receive short-term disability leave and/or worker's compensation benefits as provided by the Revised Code and/or state law.

Section 12.2 In the event that the introduced amendment to the Revised Municipal Code of the Consolidated City authorizing on duty sick leave as described in Section 12.1 fails to pass City-County Council approval, the parties agree to re-open negotiations on this article.

ARTICLE 13

HOURS OF EMPLOYMENT

Section 13.1 The basic workweek for employees shall consist of five (5) days on duty and two (2) days off.

ARTICLE 14

QUARTERMASTER CLOTHING SYSTEM

Section 14.1 The City shall provide the initial issue of new uniform clothing and shoes as determined by the Department of Public Safety.

Section 14.2 The Quartermaster clothing system currently in effect shall be maintained for the duration of this agreement. No excessively worn, soiled, broken down or non-serviceable uniform clothing or shoes will be issued to any employee.

ARTICLE 15

DUTIES OF PUBLIC SAFETY OFFICERS

Section 15.1 The Chief shall have the authority to assign and reassign any Public Safety Officer to serve in any job assignment and to perform such duties as he shall designate, provided such duties are in accordance with the duties and responsibilities of a Public Safety Officer.

Section 15.2 The FOP Labor Council, Inc. agrees and recognizes that each officer is an employee of the City of Indianapolis and must conduct himself/herself in such a fashion as to properly portray the City of Indianapolis and this agreement.



ARTICLE 16

HEALTH AND LIFE INSURANCE

Section 16.1 The City agrees to offer health insurance options to employees covered by this Agreement. If the cost of any such option should be increased or become uncompetitive during the term of this Agreement, or if any carrier should add or impose objectionable terms and conditions to its program during the term of this Agreement, the City shall be entitled to cancel such option and to select a different option after consultation with the FOP. The FOP will be advised of changes under consideration for health insurance coverage before new insurance contracts are signed by the City. The City will provide promptly all relevant information requested regarding such changes.

ARTICLE 17

VACATION

Section 17.1 Benefit leave time shall continue for the duration of this agreement as provided by Revised Code §291-203 and shall not be altered, changed or amended without the mutual agreement of the FOP and the City.

ARTICLE 18

GRIEVANCE PROCEDURE

Section 18.1 A grievance is defined as a request from an employee who is seeking relief from a matter that is subject to management control (e.g. disciplinary action, policy or contract interpretation).

Section 18.2 Every employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by the Union at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 18.3 The aggrieved party may present his grievance at grievance meetings and hearings on the employer's time when scheduled during the aggrieved party's working hours, as much as practical.

Section 18.4 Any grievance not answered by the City's representatives within the stipulated time limits shall be deemed denied and may be advanced by the employee to the next step in the grievance procedure.

Section 18.5 The time limitations provided in this article may be extended by mutual agreement between the City and the Union.



Section 18.6 The Union and the City shall establish a mutually agreed upon standard form for the submission of grievances. Thereafter, the Union shall be responsible for the duplication and distribution of the forms.

Section 18.7 The Grievance Procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 18.8 The following steps shall be followed in pursuing a grievance:

STEP ONE – Informal

Prior to submitting a grievance to the formal grievance procedure, the aggrieved shall submit the alleged grievance to the designated Union representative who shall determine if a valid grievance exists. If in the opinion of the designated Union representative there is no valid factual basis for a grievance, the alleged complaint shall not be processed further. If the designated Union representative believes a valid factual basis for a grievance does exist, the designated Union representative shall discuss the alleged grievance with the officer's first level supervisor. If the parties are unable to resolve the alleged grievance, the grievance may be submitted to Step 2 of the formal grievance procedure.

STEP TWO – Branch Commander's Review

1. Within five (5) working days after the cause for the grievance arises, the employee shall submit a written grievance to the IPD Human Resources Office. Within two (2) working days, the grievance will be forwarded to the appropriate branch commander for investigation.
2. The branch commander shall, within five (5) working days of receipt of the written grievance, hold discussions with the employee, the Union representative and other involved parties. The branch commander shall provide a copy of his or her written response to the employee and the Union within five (5) working days after the discussions. The original complaint and response shall be forwarded immediately to the IPD Human Resources Office.
3. If the grievance concerns the branch commander, the above step may be by-passed.

STEP THREE – Division Commander's Review

1. An employee who is not satisfied with the response received in step two (2) may request an additional review by the division commander within three (3) working days of receipt of the branch commander's response. This request shall be made, in writing, to the IPD Human Resources Office. Within two (2) working days, the request will be forwarded to the division commander for review.



2. The division commander shall review or investigate the complaint. The division commander shall provide a copy of his or her written response to the employee and Union within ten (10) days of receipt. The complaint and response shall be forwarded immediately to the IPD Human Resources Office.
3. If the grievance concerns the division commander the above step may be by-passed.

STEP FOUR – Grievance Review Panel

1. An employee who is not satisfied with the response received in step three (3) may request a Grievance Review Panel hearing within three (3) working days of receipt of the division commander's response. This request shall be made, in writing, to the IPD Human Resources Office who shall deliver the grievance to the Grievance Review Panel within two (2) working days. The Grievance Review Panel shall consist of: 1) the IPD Personnel Director, unless involved in the grievance, in which case an alternate is identified by the Chief of Police; 2) the city Human Resources Administrator or designee; 3) the Chief's legal advisor or a representative from the Office of the Corporation Counsel.
2. The Grievance Review Panel shall investigate the grievance. Within fifteen (15) working days of receipt of the grievance the Grievance Review Panel shall submit its recommendations, in writing, to the grievant and Union, the Chief of Police and the IPD Human Resources Office. The Legal Advisor and City Corporate Counsel will be responsible for written documentation on behalf of the Grievance Review Panel.
3. The Chief of Police shall review all recommendations and relevant information. Within ten (10) working days after receipt of the recommendation from the Grievance Review Panel, the Chief of Police will forward his or her written decision to the grievant and Union, the division commander, the IPD Human Resources Office, and the Grievance Review Panel. The decision of the Chief of Police is final, pending any review by the Civilian Police Merit Board.

Section 18.9 Termination Grievance Procedure – Where an employee is being terminated, the branch commander and/or the division commander will provide written notice to the employee and Union of: 1) the charges against the employee; 2) the reason(s) for the termination; and 3) the relevant evidence and will afford the employee an opportunity to respond to this information prior to the termination.

An employee who is terminated pursuant to the above procedure may file a post-termination grievance by following steps listed below. Procedures for the termination grievance will be provided to the employee at the time the grievance is filed.

The following steps must be followed by an employee when filing a termination grievance:



1. Within one working day of receipt of the termination notice, the employee may submit a written request to present an explanation of the circumstances surrounding the proposed termination. The request must be submitted by the employee to the IPD Personnel Director.
2. A Termination Review Panel will be convened and hold a hearing within five (5) working days of the employee's submittal of the request for review. The Termination Review Panel is comprised of: 1) the IPD Personnel Director; 2) the legal advisor for the Chief of Police; 3) a representative of management, appointed by the Chief of Police; and 4) the City Human Resources Administrator (or designee). Within two (2) working days after the hearing, the Termination Review Panel shall forward its written findings and recommendations to the Chief of Police. This report will be prepared by the Chief of Police's Legal Advisor.
3. Based on a review of the Termination Review Panel's recommendations and findings, the Chief of Police will forward his or her written decision to the employee and Union, the branch commander, the Termination Review Panel and the IPD Personnel Director. This decision will be issued within one working day after receipt of the recommendation from the Termination Review Panel. The decision of the Chief of Police is final, pending any review by the Civilian Police Merit Board.

ARTICLE 19

RULES AND REGULATIONS

Section 19.1 The Union agrees that its members shall comply with all Public Safety Officer policies and rules and regulations; including those relating to conduct and work performance, as adopted by the Department of Public Safety for the City of Indianapolis.

Section 19.2 It is understood that the terms of this Agreement will take precedence over the Department's Administrative Policies and Procedures Manual only to the extent the provisions of this Agreement conflict with the Manual. It is further understood that the terms and practices of this Agreement shall be in compliance with the Municipal Code of Indianapolis and any terms and practices of this Agreement which are inconsistent or exceed the terms and guidelines of the Municipal Code of Indianapolis shall not be enforceable.

Section 19.3 The Chief of Police shall provide each employee with a computer diskette containing the current Rules and Regulations handbook. The Department shall continue its current practice of providing new hires with the Civilian Employee Administrative Policy and Procedure Manual and employees with updates to that Manual (either electronically or a hard copy).



ARTICLE 20

PAY DAYS

Section 20.1 All public safety officers shall be paid bi-weekly, every other Friday.

Section 20.2 Overtime shall be paid with the next payday immediately following the time when the overtime was earned.

Section 20.3 Errors made in an employee's pay shall be corrected on the next pay period after the error has been discovered.

Section 20.4 All items above regular base pay included in a bi-weekly pay-check will be denoted by a unique description.

Section 20.5 Employees shall make a good faith effort to turn in their completed time cards and overtime slips at the time designated by the Department.

ARTICLE 21

SAFETY COMMITTEE AND SAFETY EQUIPMENT

Section 21.1 Joint safety programs shall be adopted and enforced by a Joint Safety Committee comprised of an equal number of representatives from the Union and the City

Section 21.2 The City shall make reasonable provisions for the safety and health of employees during their hours of employment. The City shall:

- A. Maintain its equipment in safe operating condition.
- B. Furnish protective devices and/or equipment as the Joint Safety Committee deems necessary to properly safeguard the health and safety of public safety officers and protect them from injury.

Section 21.3 Officers shall not be required to operate an unsafe vehicle. In the event an officer believes that an assigned vehicle is unsafe, it shall be returned to the station and the officer shall immediately contact a supervisor and advise him/her of the mechanical defects. It shall be the responsibility of the supervisor to determine if the vehicle should continue to be operated or taken out of service.

Section 21.4 If it is determined that the vehicle is unsafe to be operated, it shall be removed from service. A vehicle shall remain out of service until it has been properly repaired.

Section 21.5 The City, in its discretion, shall make a reasonable good faith effort to provide magnetic emblems to be affixed to cars marked as Public Safety Officer or



Police. The lack of such emblems shall not prohibit the department from issuing vehicles to officers or assigning officers to carry out their job assignment.

ARTICLE 22

SENIORITY, LAYOFF AND RECALL

Section 22.1 Seniority shall mean the status attained by continuous length of service as a Public Safety Officer with the City of Indianapolis.

Section 22.2 The City shall maintain a roster of employees arranged according to seniority, showing name, position and anniversary date. Upon request, a copy shall be furnished to the Union during January of each year.

Section 22.3 A "lay off" is defined to be a necessary reduction in work force of the department for financial reasons. Layoffs shall be made in the reverse order of seniority. This is to mean that the employee with the least seniority shall be laid off first, and the employee with the most seniority shall be laid off last.

Section 22.4 A "recall" shall be an increase in the work force of the department following a lay-off. Recall shall be made by seniority. The employee to be recalled first shall have the most seniority and the employee with the least seniority being the last individual to be recalled.

Section 22.5 Any employee laid off shall be provided at least thirty (30) days notice prior to the lay-off when feasible.

Section 22.6 Volunteer help shall not replace an employee's position.

ARTICLE 23

STRIKE PROHIBITION

Section 23.1 As the services performed by the employees covered by this Agreement are essential to the administration of the Department and to the welfare of the public dependent thereon, the F.O.P. Labor Council agrees that in no event whatsoever, during the term of this Agreement, will the F.O.P. Labor Council or any of the employees in their individual capacity, threaten, advocate, initiate, authorize, sanction, encourage, support or engage in any strike, slowdown, concerted job action, work stoppage, interference, or the "Blue Flu" or cease the continuous performance of their duties. The Department agrees that no lockout shall take place during the term of this Agreement.

The F.O.P. Labor Council acknowledges that any conduct which violates this section threatens irreparable harm to the public. The F.O.P. Labor Council shall have no liability for unauthorized activity by employees in violation of this section, and agrees to immediately make a vigorous and bona fide effort to end all such activity in the event of



a documented violation of this section, including written notification to each offending employee that his/her activity is unprotected and is not authorized, supported or ratified by the F.O.P. Labor Council.

ARTICLE 24

SEPARATION PAY

Section 24.1 Employees terminating shall be entitled to the following:

- A. Paid for any vested vacation.
- B. Paid for any compensatory time up to a maximum of two hundred and forty (240) hours of compensatory time at the employee's current rate of pay.

Section 24.2 Upon the employee's death, his/her estate shall be entitled to the following:

- A. Paid for all vested vacation time.
- B. Paid for any compensatory time still owed up to a maximum of two hundred and forty (240) hours.
- C. Receive any and all benefits entitled to the beneficiaries or the estate.

ARTICLE 25

SAVINGS CLAUSE

Section 25.1 If any provision of this Agreement is subsequently declared by the proper state or federal legislative or judicial authority to be unlawful, unenforceable, or not in accordance with statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 26

PROFESSIONAL STANDARDS

Section 26.1 Nothing in this article shall negate in any way the obligation of the Union or its membership to bring to the attention of the Director of Public Safety anything that negates, or tends to negate, the professional image of the City of Indianapolis.



IN WITNESS WHEREOF, the Indiana Fraternal Order of Police Labor Council, Inc. and the City of Indianapolis, by and through their duly authorized officers and representatives, intending to be legally bound, now sign this agreement this ____ day of _____, 2003.

INDIANA FOP LABOR COUNCIL

By Leo T. Blackwell
Leo Blackwell
Chief Negotiator

By Deborah G. Norris

By Julie Nance

By _____

CITY OF INDIANAPOLIS

By Bart Peterson
Bart Peterson
Mayor

By Katherine L. Davis
Katherine L. Davis
City Controller

By Robert B. Turner
Robert B. Turner
Director of Public Safety

By A. Scott Chinn
A. Scott Chinn
Corporation Counsel



Sergeant Vincent Burke
Officer Keith Minch

Indianapolis Police Department
9th Public Safety Officer Class
March 08, 2004 - April 15, 2004

WEEK: 1

	03-08-04	03-09-04	03-10-04	03-11-04	03-12-04
SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
	0800 Welcome & Introductions Capt. P. Holman Sgt. V. Burke Off. K. Minch	0800 PSO Guidebook & SOP's Off. K. Minch	0800 Criminal Law ☒ ☉ Lt. J. Decker	0800 Community Policing Off. B. Hunter ☒	0800 General Orders Off. K. Minch
	0900 Orientation & Academy Tour Sgt. V. Burke Off. K. Minch	1000 Ethics in Law Enforcement Chap. P. Bacon ☒		1000 Uniform Measurements BlackJack ☒ Jenkins ☒ with Bev Richardson Uniform House ☒	1000 Hearing Impaired Sgt. M. Smiley
	0930 Leave for CCB	1100 Chaplain's Office Chap. P. Bacon ☒			
	1000 City Human Resources Sonya Tower Room 1541				
	IPD Human Resources Jim Ellison				
	IPD Finance Julie Black				
	Ident & Records to have ID taken				
	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
	1300 IPD Forms & Notebook Preparation Sgt. V. Burke	1300 Organization & Management of IPD Sgt. D. Ferguson ☒ ☉	1300 Defensive Tactics Instr. D. Robertson Sgt. V. Burke	1300 Preventing Sexual Harassment Sgt. V. Burke	1300 PSO Guidebook Quiz & 10 Code with Alphabetical Quiz (does not count against their Academics) Off. K. Minch
	1500 IPD Rules & Regulations Off. K. Minch	1400 Substance Abuse Lt. J. Conley ☒		1400 Internal Affairs Sgt. S. Davis ☒	1400 HEB Shots #1 Dr. Moffatt 972-1180 Chris Costlow 972-1180 ext 14
	1600 Student Processing Off. K. Minch	1500 Radio System Procedures Maj. E. Hudson ☒		1500 IPD General Orders Off. K. Minch	1430 Geographic Orientation Off. M. Mount
	8.0 Hrs	8.0 Hrs	8.0 Hrs	8.0 Hrs	8.0 Hrs

Training Hours 40.0



Sergeant Vincent Burke
Officer Keith Minch

Indianapolis Police Department
9th Public Safety Officer Class
March 08, 2004 - April 15, 2004

WEEK: 2

03-13-04	03-14-04	03-15-04	03-16-04	03-17-04	03-18-04	03-19-04
SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		0800 Hazardous Material Off. J. Patterson	0800 IPD General Orders Exam Off. K. Minch	0800 New Hire Orientation City County Building Human Resources Tower Room 107	0800 Cultural Diversity Sgt. V. Burke	0800 IDACS Instr. K. Wilson
			0900 Vehicle Search & Tow: Classroom Off. K. Minch			
		LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
		1300 Hazardous Material Off. J. Patterson	1300 Defensive Tactics Instr. D. Robertson Sgt. V. Burke	1300 IPD Finance Julie Black	1300 Vehicle Search & Tow: Practical Class Off. K. Minch	1300 IDACS (contd)
		1600 Hazardous Material Exam Off. J. Patterson		1400 Defensive Tactics Instr. D. Robertson Sgt. V. Burke		1600 IDACS EXAM Instr. K. Wilson
		8.0 Hrs	8.0 Hrs	8.0 Hrs	8.0 Hrs	8.0 Hrs

Training Hours 80.0





Sergeant Vincent Burke
Officer Keith Minch

Indianapolis Police Department
9th Public Safety Officer Class
March 08, 2004 - April 15, 2004

WEEK: 4							
03-27-04	03-28-04	03-29-04	03-30-04	03-31-04	04-01-04	04-02-04	
SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	
		0800 Emergency Vehicle Operation Course: Classroom Sgt. G. Jones	0800 EVOIC Practicals Sgt. G. Jones	0800 Crash Investigations Off. Todd Arnold	0800 Crash Investigations Off. Todd Arnold	0800 Crash Investigations Off. Todd Arnold	
		LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	
		1300 Mobile Data Terminal Sgt. G. Gehring	1300 "	1300 "	1300 "	1300 Crash Investigations Review Off. Todd Arnold	
		8.0 Hrs	8.0 Hrs	8.0 Hrs	8.0 Hrs	8.0 Hrs	
						1400 Crash Investigations Final Exam Off. Todd Arnold	
						8.0 Hrs	

Training Hours 160.0



Sergeant Vincent Burke
Officer Keith Minch

Indianapolis Police Department
9th Public Safety Officer Class
March 08, 2004 - April 15, 2004

WEEK: 5

04-03-04	04-04-04	04-05-04	04-06-04	04-07-04	04-08-04	04-09-04
SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		0800 Evidence Techniques Instr. Dave Dickens ☞ PSO must bring a 35 MM camera	0800 Evidence Techniques Instr. Dave Dickens ☞ PSO must bring a 35 MM camera	0800 Evidence Techniques Off. D. Nicholson ☞	0800 Evidence Techniques Off. D. Nicholson ☞	0800 Evidence Techniques Off. D. Nicholson ☞
		LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
		1300	1300	1300	1300	1300
		" "	" "	" "	" "	HEB Shots #2 Dr. Moffatt 972-1180 Chris Coslow 972-1180 ext 14 Leah Christie 962-4355 or Dir. L. McBride 962-4353
		8.0 Hrs	8.0 Hrs	8.0 Hrs	8.0 Hrs	1330 Evidence Techniques Off. D. Nicholson ☞ 8.0 Hrs

Training Hours 200.0



Sergeant Vincent Burke
Officer Keith Minch

Indianapolis Police Department
9th Public Safety Officer Class
March 08, 2004 - April 15, 2004

WEEK: 6		04-10-04	04-11-04	04-12-04	04-13-04	04-14-04	04-15-04	04-16-04
SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY		
		0800 Computer: Search Tool, Wise & More Off. D. Hughes ☼	0800 Traffic Law Sgt. E. Hench ☼	0800 Exam #1 Off. K. Minch 0900 Traffic Direction & Control: Classroom Sgt. E. Hench ☼ 1000 Traffic Direction & Control: Practicals Sgt. E. Hench ☼	0800 Final Inspection Sgt. V. Burke Off. K. Minch 0830 Performance Evaluation: FINAL Coordinators 1000 Badge Presentation Practice Off. K. Minch 1100 Portraits TA Photo Lab	0800 Report to Assigned Districts: FTO Begins		
		1300 Hearing Impaired Sgt. M. Smiley 1500 Computer: Z-Client Sgt. G. Gehring	1300 UTT: Uniform Traffic Ticket Off. G. Strehle 1600 Prepared for Exam Sgt. V. Burke Off. K. Minch	1300 FTX Scenarios and APC Property Room Tour Sgt. V. Burke Off. K. Minch	1300 Badge Presentation Staff 1500 District Assigned & FTO Evaluations FTO Staff 1600 MECA Changed Radio Unit's #			
		8.0 Hrs	8.0 Hrs	8.0 Hrs	8.0 Hrs	8.0 Hrs	8.0 Hrs	8.0 Hrs

Training Hours 232.0



MEMORANDUM

To: Ald. Terry Witkowski
Community Services (Officer) Staffing Task Force

From: Mark A. Ramion, Legislative Fiscal Analyst

Re: Reemployment after Retirement

March 10, 2006

The following information is in response to a question that arose regarding pension rules that govern reemployment of retired employees and their return to active service.

The specific question that arose was related to the six-month provision and the so-called "waiting period" as a basis for a retired City employee to return to active service.

Assistant City Attorney Ellen Tangen referred to Milwaukee City Charter section 36-03-6-f1, f2 and f3 related to reemployment. This section details the conditions under which a retired City of Milwaukee employee may return to active service and receive retirement and salary compensation.

As a general rule, if a retired employee returns to service before age 57, the employee may keep both his/her pension and membership. If an employee returns to service after age 57, the particular situation must be threaded through Milwaukee City Charter section 36-03-6-f1, f2 and f3 to determine whether pension and membership can be retained in the course of reemployment. Also, the two primary qualifiers in determining pension benefits upon reemployment are the *minimum retirement age* and the *separation period of six months before reemployment*.

Assistant City Attorney Ellen Tangen recommends that a City Attorney's opinion be requested if this task force proposes the reemployment of retired police officers to positions of community service officers in order to address any pension implications.





Milwaukee 2004

SUMMARY OF MOTOR VEHICLE TRAFFIC ACCIDENTS

National Safety Council
Chicago, Illinois 60611

City: MILWAUKEE State: WISCONSIN 2004
Report prepared by: MILWAUKEE POLICE DEPT. SAFETY DIVISION/INFRASTRUCTURE SERVICES

1A. TYPE OF MOTOR-VEHICLE ACCIDENT		Number of Accidents																			
		Total				On Roadway				Off Roadway											
		Total	Fatal	Nonfatal Injury	Property Damage	Total	Fatal	Nonfatal Injury	Property Damage	Total	Fatal	Nonfatal Injury	Property Damage								
Non-collision Collision involving:	1. Overturning																				
	2. Other noncollision	69	1	42	26		1														
	3. Pedestrian	458	17	432	9		17														
	4. MV in transport	8694	14	3166	5514		14														
	5. MV on other roadway	24		9	15																
	6. Parked MV	1266	3	134	1129		3														
	7. Railway train	1			1																
	8. Pedalcyclist	115	2	108	5		2														
	9. Animal	22			22																
	10. Fixed object	1206	12	343	851															12	
	11. Other object	29		10	19																
	12.	4		1	3																
Totals	11888	49	4245	7594		37													12		

RECEIVED
 JUL 25 2005
 LEGISLATIVE
 REFERENCE BUREAU

1B. TYPE OF MOTOR-VEHICLE ACCIDENT		Number of Persons																		
		Killed			Injured			Injured by Severity												
		Total	On Roadway	Off Roadway	Total	On Roadway	Off Roadway	Incapacitating Injury	Non-Incapacitating Evident Injury	Possible Injury										
Non-collision Collision involving:	1. Overturning																			
	2. Other noncollision	1		1	46				3			23		20						
	3. Pedestrian	17		17	465				63			155		247						
	4. MV in transport	16		16	5020				137			986		3897						
	5. MV on other roadway				14				5			4		5						
	6. Parked MV	3		3	174				12			69		93						
	7. Railway Train																			
	8. Pedalcyclist	2		2	110				10			43		57						
	9. Animal																			
	10. Fixed object	13		13	473				39			163		271						
	11. Other object				14				1			1		12						
	12.				2							2								
Totals	52		40	6318				270			1446		4602							

2. TYPE OF MOTOR-VEHICLE ACCIDENT		Total						On Roadway													
		This Year to Date			Same Period Last Year			This Period to Date			Same Period Last Year										
		All Accidents	Persons Killed	Persons Injured	All Accidents	Persons Killed	Persons Injured	All Accidents	Persons Killed	Persons Injured	All Accidents	Persons Killed	Persons Injured								
Non-collision Collision involving:	1. Overturning																				
	2. Other noncollision	70	1	46	62		40		1												
	3. Pedestrian	351	17	465	521	6	529		17				7								
	4. MV in transport	8795	17	5020	9339	16	4976		14				16								
	5. MV on other roadway	24		14	69		52														
	6. Parked MV	1269	3	174	1336		150		3												
	7. Railway train																				
	8. Pedalcyclist	115	2	110	112		108		2												
	9. Animal	22			23		1														
	10. Fixed object	1207	12	473	1231	6	515														
	11. Other object	30		14	25		13														
	12.	4		2	7		4														
Totals	11888	52	6318	12755	28	6387		37				23									

MANNER OF TWO VEHICLE COLLISION Severity		Manner of Two Motor Vehicle Collision							
		Total	Head-On	Rear-End	Sideswipe—Meeting	Sideswipe—Passing	Angle	Others Not Listed	Not Stated
1. All accidents	10245	809	2407	41	308	330	6219	131	
2. Fatal accidents	22	7	1		1		13		
3. Injury accidents	3424	125	877	8	138	90	2147	39	

3. CLASS OF TRAFFICWAY	Number of Accidents								Number of Persons			
	Total				On Roadway				Total		On Roadway	
	Total	Fatal	Nonfatal Injury	Property Damage	Total	Fatal	Nonfatal Injury	Property Damage	Killed	Injured	Killed	Injured
1. Interstate system	17		6	11						7		
2. Other full control access												
3. Other U.S. route numbered	322	8	124	190					9	210		
4. Other state numbered												
5. Other major arterial												
6. County roads												
7. Local streets	11549	41	4115	7393					43	6101		
8. Other trafficways												
9. Not stated												
Totals	11888	49	4245	7594					52	6318		

4. AGE OF CASUALTY	Persons Killed									Persons Injured								
	Total Killed			Pedestrians			Pedalcyclists			Total Injured			Pedestrians			Pedalcyclists		
	Total	Male	Female	Total	Male	Female	Total	Male	Female	Total	Male	Female	Total	Male	Female	Total	Male	Female
1. 0 - 4	1	1								198	116	82	36	26	10	3	2	1
2. 5 - 9	2	1	1	2	1	1				241	112	119	67	43	24	16	13	3
3. 10 - 14										295	136	159	60	36	24	42	35	7
4. 15 - 19	3	1	2							766	337	429	48	26	22	27	24	3
5. 20 - 24	8	5	3							995	438	557	45	24	21	13	10	3
6. 25 - 34	8	6	2	2		2	1	1		1269	559	710	49	24	25	12	10	2
7. 35 - 44	4	3	1							980	470	510	52	28	24	12	10	2
8. 45 - 54	10	6	4	7	4	3	1	1		839	415	424	49	23	26	16	13	3
9. 55 - 64	3	1	2	1						396	193	203	29	17	12	6	5	1
10. 65 - 74	3	1	2	3	1	2				194	86	108	9	5	4			
11. 75 & older	10	1	9	2		2				145	72	73	7	5	2	2	1	1
12. Not stated				1	1													
Totals	52	26	26	17	7	10	2	2		6318	2944	3374	451	257	194	149	123	26

5. DIRECTIONAL ANALYSIS

5A. TWO MOTOR VEHICLE INTERSECTION ACCIDENTS	All Accidents	Fatal Accidents	Nonfatal Injury Accidents	Property Damage Accidents
1. Entering at angle	3802	9	1618	2175
2a. From same dir.-both going str.	594		102	492
2b. Same-one turn, one straight				
2c. Same-one stopped	1134		432	702
2d. Same-all others				
3a. From opposite dir.-both going str.	328	1	127	200
3b. Same-one left turn, one straight				
3c. Same-all others				
4. Not stated	298		78	219
Totals	6156	10	2357	3788

5C. PEDESTRIAN ACCIDENTS	All Pedestrian Accidents	Fatal Accidents			Non-Fatal Injury Accidents		
		Total Fatal Accidents	At Intersection, Intersection Related	Drwy. Access, Non Junction	Total Nonfatal Injury Accidents	At Intersection, Intersection Related	Drwy. Access Non Junction
1. Car going str.	297	13	6	7	283	104	179
2. Car turning rt.	57	2	2		55	42	13
3. Car turning lt.	55	1	1		54	46	8
4. Car backing	15				15	5	10
5. All others	24				24	8	16
6. Not stated	2	1		1	1		1
Totals	450	17	9	8	432	205	227

5B, 5C, & 5D. Include on roadway and off roadway accidents except off roadway accidents "At intersection" in 5D.

5B. TWO MOTOR VEHICLE NON-INTERSECTION ACCIDENTS	All Accidents	Fatal Accidents	Nonfatal Injury Accidents	Property Damage Accidents
1. Going opposite dir.-both moving	310		101	209
2. Going same dir.-both moving	851	3	113	735
3a. One car parked				
3b. One car stopped in traffic	1273	1	445	827
4a. One car entering parked position				
4b. One car leaving parked position				
5a. One car entering driveway access				
5b. One car leaving driveway access				
6. All others	1606	5	397	1202
7. Not stated	49		11	38
Totals	4089	9	1067	3011

5D. ALL OTHER ACCIDENTS		All Accidents	Fatal Accidents	Nonfatal Injury Accidents	Property Damage Accidents
At intersection	1. Collision with other road vehicle or railway train	67		64	3
	2. Collision with fixed object	335	2	81	252
	3. Collision with other object or animal	10		3	7
	4. Overturning				
	5. Other noncollision	23		11	12
Not at intersection	6. Collision with other road vehicle or railway train	47	2	43	2
	7. Collision with fixed object	637	7	155	475
	8. Collision with other object or animal	27		1	
	9. Overturning				
	10. Other noncollision	25	1	19	5
11. Not stated					
Totals		1171	12	377	782

6. PEDESTRIAN ACTIONS BY AGE	Pedestrians Killed	Pedestrians Killed and Injured									
		Age									
		Total	0 - 4	5 - 9	10 - 14	15 - 19	20 - 24	25 - 44	45 - 64	65 & older	Not Stated
1a. Crossing at intersection or crosswalk	9	150	4	4	13	13	15	38	50	13	
1b. Crossing not at intersection or crosswalk	6	239	27	54	38	23	21	47	23	6	
2a. Walking in roadway-with traffic											
2b. Same-against traffic											
3. Standing in roadway											
4. Pushing or working on vehicle in roadway											
5. Other working in roadway											
6. Playing in roadway											
7. Other in roadway	1	17			1	3	2	6	3	2	
8. Not in roadway		5				1	1	2	1		
9. Not stated	1	56	5	11	8	8	6	10	8		
Totals	17	467	36	69	60	48	45	103	85	21	

(Excluding drivers of parked cars in proper parking locations)

7. AGE OF DRIVER	All Accidents	Fatal Accidents	Nonfatal Injury Acc.
1. 15 & younger	135		86
2. 16	232	1	94
3. 17	400	2	162
4. 18-19	1236	1	489
5. 20-24	3219	10	1270
6. 25-34	4633	11	1873
7. 35-44	3510	6	1434
8. 45-54	2789	4	1170
9. 55-64	1432	6	577
10. 65-74	669		271
11. 75 & older	498	4	207
12. Not stated	2572	4	474
Totals	21325	49	8107

8. SEX OF DRIVER	All Accidents	Fatal Accidents	Nonfatal Injury Acc.
1. Male	11579	46	4452
2. Female	7982	17	3372
3. Not stated	1764	5	283
Totals	21325	68	8107

9. RESIDENCE OF DRIVER	All Accidents	Fatal Accidents	Nonfatal Injury Acc.
1. Local resident	18360	65	7509
2. Residing elsewhere in state			
3. Non-resident	393	1	115
4. Not stated	2572	2	483
Totals	21325	68	8107

(Including parked cars in proper parking locations)

11. TYPE OF MOTOR VEHICLE	All Accidents	Fatal Accidents	Nonfatal Injury Acc.
1. Passenger car	21117	18	7429
2. Passenger car and trailer	72		20
3. Truck or truck tractor	1827		624
4. Truck tractor and semi-trailer	210	1	35
5. Other truck combination			
6. Farm tractor and/or farm equip.	9		2
7. Taxicab			
8. Bus	135	1	57
9. School bus	195	1	63
10. Motorcycle	153	3	112
11. Motor scooter or motor bicycle	4		4
12. Other	11	12	3
13. Not stated		1	22
Totals	23733	37	8349
Special vehicles included above:			
14. Emergency veh. (including privately owned)	39		22
15. Military vehicles			
16. Other publicly owned vehicles			

10. CONTRIBUTING CIRCUMSTANCES	All Accidents	Fatal Accidents	Nonfatal Injury Acc.
1. Excessive speed	509	14	199
2. Speed too fast for conditions	802	2	265
3. Failed to yield right of way	3245	5	1462
4. Passed stop sign			
5. Disregarded traffic signal	1543	8	743
6. Drove left of center	93		33
7. Improper overtaking	178	1	41
8. Followed too closely	798		312
9. Made improper turn	598	1	144
10. Driver inattention	2019	4	614
11. Had been drinking			
12. Other improper driving			
13. Pedestrian error			
14. Inadequate brakes	158		70
15. Defective tires	60		12
16. Other mechanical defect	68	1	22
17. Road defect	2869	8	982
18. Other—not involving driver error			
19. Not stated			
Totals	12940	44	4899

13. LIGHT CONDITION	All Accidents	Fatal Accidents	Nonfatal Injury Acc.
1. Daylight	7607	20	2979
2. Dawn or dusk	428		130
3. Darkness	3674	29	1128
4. Not stated	179		8
Totals	11888	49	4245

12. ROAD SURFACE CONDITION	All Accidents	Fatal Accidents	Nonfatal Injury Acc.
1. Dry	8714	39	3000
2. Wet	2083	9	
3. Snowy or icy	729		167
4. Other	17		4
5. Not stated	345	1	74
Totals	11888	49	4245