

1  
2 **BILL NO. S-12-08-10**

3 **SPECIAL ORDINANCE NO. S- 93-12**

4 AN ORDINANCE of the Common Council  
5 extending the Collective Bargaining Agreement for  
6 2010-2012 for one (1) year and fixing, establishing  
7 and ratifying compensation for certain City  
8 employees represented by The Fraternal Order of  
9 Police, Indiana Wayne Lodge #14, Inc.

10 **WHEREAS,** Common Council previously passed Special Ordinance No.S-  
11 130-09 approving the three (3) year (2010 – 2012) collective bargaining agreement for  
12 employees of the City of Fort Wayne, Indiana, represented by the Fraternal Order Police,  
13 Indiana Wayne Lodge #14; and

14 **WHEREAS,** the City and the Fraternal Order of Police, Indiana Lodge #14,  
15 have agreed to a one (1) year extension of the 2010-2012 Collective Bargaining Agreement;  
16 and

17 **WHEREAS,** pursuant to Indiana law, the compensation provided for  
18 therein must be annually ratified; and

19 **WHEREAS,** this ordinance is necessary to ratify, fix and establish such  
20 compensation increased by two percent (2%) for the year 2013 for said employees of the City of  
21 Fort Wayne, Indiana represented by the Fraternal Order Police, Indiana Wayne Lodge #14.

22 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF**  
23 **THE CITY OF FORT WAYNE, INDIANA:**

24 **SECTION 1.** The one (1) year extension of the 2010-2012 Collective  
25 Bargaining Agreement by and between the Fraternal Order Police, Indiana Wayne Lodge #14.,  
26 and the City of Fort Wayne, a copy of which is on file in the Office of the City Clerk and available  
27 for public inspection, is hereby approved and ratified in all respects.  
28  
29  
30

**SECTION 2.** This Ordinance shall be in full force and effect from and after its passage and any and all necessary approvals by the Mayor.



Council Member

APPROVED AS TO FORM AND LEGALITY



Carol Helton, City Attorney

Read the first time in full and on motion by Shuff, and duly adopted, read the second time by title and referred to the Committee on Finance, (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at Room 030 - Council Discussion Garden Level - Citizens Square, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 2012, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 8-28-12

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by \_\_\_\_\_ placed on its passage. PASSED \_\_\_\_\_ by the following vote: Lost

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	<u>1</u>	_____
<u>BENDER</u>	_____	_____	<u>✓</u>	_____
<u>CRAWFORD</u>	<u>✓</u>	_____	_____	_____
<u>DIDIER</u>	<u>✓</u>	_____	_____	_____
<u>HARPER</u>	<u>✓</u>	_____	_____	_____
<u>HINES</u>	<u>✓</u>	_____	_____	_____
<u>JEHL</u>	<u>✓</u>	_____	_____	_____
<u>PADDOCK</u>	<u>✓</u>	_____	_____	_____
<u>SHOAFF</u>	<u>✓</u>	_____	_____	_____
<u>SMITH</u>	<u>✓</u>	_____	_____	_____

DATED: 9-11-12

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE (RESOLUTION) NO. 8-93-12 on the 11th day of September 2012

ATTEST:  
Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

SEAL  
[Signature]  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of September, 2012, at the hour of 11:30 o'clock PM, E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12<sup>th</sup> day of September 2012, at the hour of 2:00 o'clock PM, E.S.T.

Thomas C. Henry  
THOMAS C. HENRY, MAYOR



# CITY OF FORT WAYNE

THOMAS C. HEAPE, MAYOR

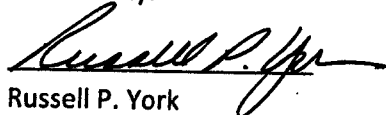
Police Department • Russell P. York, Police Chief

August 17, 2012

The City of Fort Wayne ("City") and the Fraternal Order of Police, Wayne Lodge #14 ("FOP") agree as follows:

1. The City will increase base pay for FOP members only by 2% for 2013; the current Agreement, including all existing Memoranda of Agreement and Letters of Agreement, will be extended through December 31, 2013 .
2. The City and the FOP will meet beginning sometime in September 2012 to discuss critical issues pertaining to working conditions.
3. FWPD administration, as directed by the Chief of Police, will meet with the FOP to discuss matters which may be resolved by letters of agreement or by policy change.
4. Negotiation of the collective bargaining agreement effective 2014 will begin no later than May 1, 2013.
5. If any other union employees of the City receive an increase greater than 2% for the year 2013 the City shall compensate the FOP for the percentage difference. The City and the FOP will negotiate what form this additional compensation shall take.

For the City:

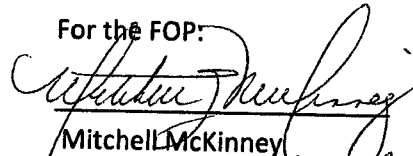
  
Russell P. York

  
Karl Niblick

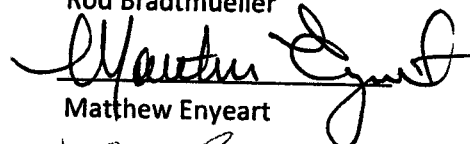
  
Carol Helton

  
Tim Manges

For the FOP:

  
Mitchell McKinney

  
Rod Bradtmueller

  
Matthew Enyeart

  
Leo Blackwell

  
Mark Dolezal

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An Equal Opportunity Employer

AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND  
FRATERNAL ORDER OF POLICE, INDIANA WAYNE LODGE #14, INC.

JANUARY 1, ~~2010~~ 2013 THROUGH DECEMBER 31, ~~2012~~ 2013

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Preamble

This Agreement is effective this 1st day of January 2010 **2013**, by and between the City of Fort Wayne, Indiana, hereinafter referred to as the City, and the Fraternal Order of Police, Indiana Wayne Lodge #14, Inc., hereinafter referred to as Wayne Lodge #14, and under the authority of Special Ordinance No. S-156-78 (the "Police Officers and Firefighters' Arbitration Ordinance"), currently codified at Sections 20-117-20-129. This Agreement shall be in full force and effect for a ~~three (3)~~ **one (1)** year period, to conclude at midnight, December 31, ~~2012~~ **2013**.

WITNESSETH:

It is agreed by and between the parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto in respect to hours of employment, wages, non-monetary fringe benefits and working conditions for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the term of this Agreement on

any bargainable issues or subjects, unless mutually agreed to by the City and Wayne Lodge #14, except as may be herein specifically provided; and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement. Changes in the working Agreement agreeable to both parties may be made at any time, provided, however, that all changes are in writing, and approved by the Board of Safety. If changes involve compensation Common Council approval shall also be required.

#### **ARTICLE 1 - PURPOSE**

The purpose of this Agreement is to provide a procedure for orderly collective bargaining between the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning hours of employment, wages, fringe benefits, and working conditions and to establish a basis for the cooperative solution of problems by responsible parties to the end that a spirit of peace and cooperation be maintained.

#### **ARTICLE 2 - RECOGNITION**

The City agrees to recognize Wayne Lodge #14 as the exclusive representative for all commissioned police officers holding the rank of Sergeant and Lieutenant of the Fort Wayne Police Department in all matters involving wages, non-

monetary fringe benefits, hours and all other terms or conditions of employment.

### **ARTICLE 3 - BARGAINING UNIT**

The bargaining unit to which this Agreement applies shall include all commissioned officers of the Fort Wayne Police Department holding the rank of Sergeant and Lieutenant of the Fort Wayne Police Department. However, in matters of grievances and related procedures for grievance and arbitration matters, the Fraternal Order of Police Wayne Lodge #14 shall represent only those commissioned officers who are members of Wayne Lodge #14.

### **ARTICLE 4 - COVERAGE**

**Section 1.** The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana and no other entity, other than any form of consolidated government, which succeeds or includes the City of Fort Wayne.

### **ARTICLE 5 - MANAGEMENT**

**Section 1. Recognition of Management:** Wayne Lodge #14 recognizes the City as having the sole right to direction of the working forces including, but not limited to, the right to determine the work to be performed by employees; to employ, promote, demote, transfer, lay off, discipline, suspend or discharge for cause; to assign work and the number of hours to be worked, including overtime work; to increase

and decrease the work force; to establish standards and methods; to transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations. The City, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement, which limit and restrict these defined employer rights. Therefore, the City agrees that in exercising the rights herein, nothing shall be construed, or applied in any manner which negates, modifies, or supersedes the rights of employees, or Wayne Lodge #14, where such rights are expressly set forth in this Agreement.

**Section 2. Rules and Regulations:** Wayne Lodge #14 recognizes that the Employer reserves the right to establish rules and/or change existing rules affecting working conditions. It is agreed that all such rules shall be reasonable in content and application. Disputes arising from them shall be subject to the grievance procedure. Wayne Lodge #14 will be furnished a copy of any new or revised rules affecting bargaining unit employees at least five (5) days in advance of the effective date.

#### **ARTICLE 6 - DUES DEDUCTIONS**

**Section 1.** The City agrees to deduct from the wages of bargaining unit members dues of Wayne Lodge #14 upon written authorization from the member to do so. Wayne Lodge #14

membership dues will be deducted on a bi-monthly basis. The City will remit these monies to the Wayne Lodge #14 Treasurer no later than the 10th day of the month following that of the deduction.

**Section 2.** An employee may revoke any authorization by notifying the City of such intent by certified mail and with a copy being sent to Wayne Lodge #14.

**ARTICLE 7 - WAYNE LODGE #14 REPRESENTATION**

**Section 1.** Upon prior notice to the Chief of Police, or his/her designated representative, authorized agents of Wayne Lodge #14 shall have access to the City's establishment for purposes of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. It is expressly agreed that the City is hereby released from any and all liability for an injury to such agent, occurring while he is on the premises of the City.

**Section 2.** The City will recognize four (4) bargaining committee members, one (1) of whom shall be designated as chairperson of the committee. Time spent in meetings set up by the City, for the first thirty (30) days of negotiations, mediation and arbitration, set by Ordinance No: S-78-05-14, Special Ordinance No: S-156-78, will be paid for necessary time lost in negotiations with representatives of the City. The City will accommodate Wayne Lodge #14 in respect to time

off with pay, which will permit employees to negotiate during the first thirty (30) days of negotiations, mediation and arbitration.

Members of Wayne Lodge #14 may donate and use up to a maximum of three hundred (300) hours per calendar year to a time bank to be used for other than grievance and negotiating meetings and investigations held between the City of Fort Wayne, Indiana, and Wayne Lodge #14. This time can be used for business not related to political activities, and will be used by representatives as designated in writing to the Chief of Police by the President of Wayne Lodge #14. Use of this time shall be subject to maintaining minimum manpower requirements. Hours not used in the calendar year may be carried over to the following calendar year.

The City shall give eight hundred (800) hours to the FOP time bank yearly. This time will be used for legitimate FOP business. Unused hours may carry over from year to year, except that in no circumstance shall the FOP time bank exceed two thousand (2000) hours. Excess unused hours shall be lost. Should usage exceed 2000 hours, the Chief of Police and President of FOP may extend hours based upon projection of used time.

**Section 3.** Accredited representatives of Wayne Lodge #14 shall be chosen from its members who are employed by the

City. **Section 4.** The City will recognize a grievance committee of no more than four (4) committee members or their alternate representatives designated by Wayne Lodge #14 to the City in writing. Wayne Lodge #14 representatives shall be afforded such reasonable time as needed to carry out their grievance responsibilities.

Any grievance committee member who finds it necessary to leave his/her workstation to transact legitimate grievance business may do so after notifying his/her immediate supervisor and being released in a reasonable amount of time. The committee member will notify the immediate supervisor of the legitimate grievance business. Wayne Lodge #14 agrees to make every effort in the conduct of grievance matters to minimize interference with production and the orderly operation of the City, and further agrees that alternates will process grievances only in the absence of the committee members.

**Section 5.** The City agrees that Wayne Lodge #14 members who file a grievance with the City will not be questioned in respect thereto without advising the employee of his/her right to Union representation.

**Section 6.** Wayne Lodge #14 shall be free to withdraw a grievance at any step of the grievance procedure without prejudice.

**Section 7.** Designated Wayne Lodge #14 representatives, in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for doing so.

**ARTICLE 8 - GRIEVANCE AND ARBITRATION**

**Section 1. Grievance Defined:** A grievance shall be defined as any dispute arising concerning the interpretation or application of this Agreement. No management prerogative reserved solely to the authority of the City shall be made the subject of a grievance. Grievances may be submitted, as defined, relating to matters contained in this Agreement.

Suspensions, dismissals, and reductions in grade are not subject to grievance or arbitration. It is specifically understood that any matters governed by statutory provisions governing dismissals shall not be considered grievances and subject to the grievance procedure herein other than a claimed violation of Article XI. When a grievance arises, an earnest effort shall be made to settle such differences promptly in accordance with the Grievance Procedure hereinafter prescribed.

**Section 2. Grievance Limitations:** If more than one (1) member has the same grievance, two (2) aggrieved members

representing all aggrieved members as selected by Wayne Lodge #14, shall proceed through Step 1 of the Grievance Procedure as set forth in this Article, representing all members with the same grievance. The parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of the Steps of the Grievance Procedure as set forth in this Article. A grievance must be filed within thirty (30) calendar days following knowledge that gave rise to the alleged grievance. Nothing in this section prevents an individual officer from filing a grievance.

**Section 3. Grievance Procedure:** Every member of Wayne Lodge #14 shall have the right to present grievances in accordance with the procedure provided as follows:

**Step 1:** A member of Wayne Lodge #14 who believes he has cause for a grievance may discuss the matter directly with his/her immediate supervisor, with or without the assistance of a member of the grievance committee. Every reasonable effort shall be made to settle problems promptly at this point through discussion. The member shall have the right to discuss the complaint with a member of the grievance committee before any discussion takes place with his/her immediate supervisor. The immediate supervisor shall make arrangements for the employee to be off his/her job for a

reasonable period of time to discuss the complaint with a grievance committee member.

**Step 2:** If the matter is not satisfactorily settled during discussion with the immediate supervisor within five (5) days, the member in consultation with a member of the grievance committee shall reduce the complaint to a written grievance specifying what provision or provisions of the contract have been violated. The member shall sign the grievance and deliver it to a member of the grievance committee. The member of the grievance committee shall deliver the written grievance to the Division's Deputy Chief, or his/her designated representative, for an answer. The Division's Deputy Chief, or his/her designated representative, shall present to a member of the grievance committee a written answer within five (5) days and shall state the facts taken into account in answering the grievance.

**Step 3:** In the event the grievance is unresolved in Step 2, it shall be delivered to the Chief of Police. The Chief of Police shall present a member of the grievance committee with his/her answer in writing within five (5) days and it shall state the facts taken into account in answering the grievance.

**Step 4:** In the event the grievance is unresolved in Step 3, Wayne Lodge #14 shall deliver it within five (5) days to the Director of Human Resources. A meeting between the Director of Labor Relations and the Chief of Police or their designated representatives and members of the Wayne Lodge #14's Grievance Committee shall be held within twelve (12) calendar days after delivery to the Director of Human Resources to discuss the grievance. If not satisfactorily adjusted at this meeting, the Director of Labor Relations shall give his/her written answer within ten (10) calendar days of the meeting. Nothing in Step 4 shall prohibit the Chief of Police or his/her designated representative from meeting with the shift representative and settling the grievance during this twelve (12) calendar day period.

**Section 4. Arbitration Procedure:** If the above Grievance Procedure has been followed and the parties are still unable to settle the grievance, Wayne Lodge #14 shall, within thirty (30) days following receipt of the City's Step Four answer, notify the City of Wayne Lodge #14's intent to arbitrate the dispute. Upon receipt of such notification, the City and Wayne Lodge #14 shall select an arbitrator from a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service which have been selected jointly by the parties. After receipt of the panel of arbitrators, the

parties shall draw lots to determine who shall strike the first name from the list of seven arbitrators, then continue striking names on an alternate basis. The last remaining name shall be deemed the arbitrator by mutual consent of the parties.

The arbitrator shall not have the authority to alter, amend or change the terms or provisions of this Agreement, and his/her decision shall be limited to the particular grievance in question. The answer of the arbitrator shall be in writing unless otherwise agreed by both parties.

The arbitrator's decision shall be final and binding on the parties, and in the event either party shall fail or refuse to abide by the decision of the arbitrator, the offended party can bring an action in the appropriate court. The court shall award the prevailing party reasonable attorney fees in addition to any other relief adjudged.

Wayne Lodge #14 and the City shall equally share the fee of the Arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

**Section 5. Time Limitations:** All time limits prescribed as set forth in Section 3, Steps 1 through 4, may be extended by mutual agreement of the parties. Failure of the party charged to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure

of the aggrieved party to process the grievance to the next step within the time limits shall constitute a basis for the party charged to deny the grievance.

## ARTICLE 9 - SENIORITY

**Section 1. Seniority Defined:** Seniority as defined in this paragraph shall mean an officer's most recent date of appointment by the Merit Commission to the rank of Sergeant or Lieutenant. If two (2) or more officers have the same appointment date as a Sergeant or Lieutenant the ranking for seniority shall be based on the officer's position on the Merit Commission Promotion List.

**Section 2. Seniority List:** The City shall maintain a department wide seniority list of all Sergeants and Lieutenants and provide the bargaining unit with an updated copy every six (6) months.

**Section 3. Transfers, Filling Vacancies:** Vacancies which occur due to retirement, discipline, creation of a new position, promotion to captain or above, in the Sergeants or Lieutenants ranks, shall be bid and filled in the manner prescribed by the Merit Commission. An employee who has been awarded a bid under this Section shall have the right, within seven (7) calendar days from the first day on the job, to decide whether or not to return to his/her previously held position. Bids that have been awarded and are rescinded

shall be awarded to the next senior employee who bid on the vacancy.

**Section 4. Excluded and Exempt Assignments:**

A. Members of the bargaining unit engaged as training officers shall be selected by the Chief without regard to seniority. For the duration of the current Agreement, twenty (20%) percent of the bargaining unit may be assigned to an exempt position, at the direction of the Chief of Police, so long as the member of the bargaining unit accepts the position. To be eligible for an exempt position the appointee must have been in rank a minimum of six (6) months prior to the effective date of the appointment, except for positions in Internal Affairs, Academy Lab, Crime Scene, or Spillman Data Systems. The Chief shall fill such positions on a voluntary basis, provided five (5) days' notice of reassignment is given to Wayne Lodge #14. Persons occupying an exempt position shall suffer no loss of bidding rights and time spent in an exempt position shall count toward the individual's seniority under Section 1. Members of the bargaining unit who accept an exempt position shall have the right to rescind the position within seven (7) calendar days from the first day on the job, to decide whether or not to return to his/her previously held position.

B. The 20% number shall be rounded to the next highest number in the event that the number arrived at using the percentages allotted for each year produces a whole number and any fraction five tenths of a percent (.5%) or greater. If the fraction is less than .5%, the number resulting from the allotted percentages shall not exceed the whole number.

#### ARTICLE 10 - HOURS OF WORK

Section 1. Except as hereinafter provided, the basic work week of bargaining unit employees represented by Wayne Lodge #14 shall consist for the Uniform Divisions, but not including the Traffic Bureau, the following: a repeating six (6) day rotation consisting of four (4) days on and two (2) days off at consecutive eight and one-half (8.5) hour shifts.

Section 2. During emergency situations, the Chief of Police shall have the right to temporarily change normal working hours.

For purposes of this section, the following terms shall have the following meanings:

"An emergency situation" is a need for additional manpower above minimum counts that could not be reasonably foreseen prior to the situation creating the need and which cannot be met without changing hours of work.

"Temporarily" shall mean only that period during which the emergency situation exists.

**Section 3.** Normal hours for the Investigative (and Administrative, if re-established) Division shall be a repeating seven (7) day rotation; five (5) days on and two (2) days off, at consecutive 8 hour shifts.

**Section 4.** Normal hours for the Traffic Bureau shall be a repeating seven (7) day rotation; four (4) days on and three (3) days off at consecutive ten (10) hour shifts.

**Section 5.** The F.O.P. bargaining unit agrees to allow two (2) Sergeants or Lieutenants, at any one time, to serve no more than ninety (90) calendar days on a temporary assignment within any twelve (12) month period. There will be a limit of no more than two (2) temporary assignments at any time. Temporary assignments shall not be used to avoid the bid system. Temporary assignments may be used in any area of the Police Department with the approval of the Chief of Police. Notwithstanding the foregoing, if the Chief of Police assigns one of the temporary assignments to the Training Academy during a basic recruit class, such temporary assignment shall not exceed one-hundred sixty (160) days.

#### **ARTICLE 11 - POLICE OFFICERS' BILL OF RIGHTS**

This Article is known and may be cited as the Fort Wayne Police Officers' Procedural Bill of Rights. These rules shall be for the government of the Fort Wayne Police

Department and shall be the Internal Police Personnel Policies.

For purposes of this Article, the term "Police Officer" includes Fort Wayne Police Officers on full time active duty within the bargaining unit in this Agreement.

**Section 1.** Officers of the Fort Wayne Police Department hold status as public officers in that the nature of their office and their performance of their duties involves the exercise of the Police Power of the City and State.

**Section 2.** The security of the City and its citizens depends upon the manner in which Fort Wayne Police Department members perform their duties. The performance of such duties involves those members in all manner of contacts and relationships with the public, superior officers and fellow officers.

**Section 3.** Situations may arise out of such contacts and relationships brought about by the actions of members of the force. Such situations may require prompt investigation by superior officers designated by the Chairperson, Board of Safety, the Chief of Police, Division Deputy Chief, or other competent authority designated by the Chief of Police.

**Section 4.** Except as otherwise provided by law, no police officer shall be prohibited from engaging or be coerced or required to engage in political activity.

**Section 5.** When, for any reason, any police officer is under investigation or subjected to questioning by his/her commanding officer, or any other duly assigned member of the Police Department, which could lead to disciplinary action, demotion, dismissal, transfer or administrative charges, and to insure that such investigation or questioning are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each Police Officer, the following rules of procedure are hereby established:

**A.** The questioning shall be conducted at a reasonable hour, preferably at a time when the Police Officer is on duty, or during the normal waking hours for the Police Officer, unless the seriousness of the investigation requires otherwise. The questioning shall be completed within a reasonable time after the occurrence of the events giving rise to the investigation. Time shall be provided for personal necessities, meals, telephone calls, and rest periods.

**B.** The Police Officer under investigation shall be informed prior to such questioning of the rank, name and command of the officer in charge of the investigation, the questioning officer, and all other persons to be present during the questioning, unless evidence establishing probable

cause that a felony has been committed demands an immediate investigation. All questions directed to the police officer under investigation shall be asked by and through no more than two (2) questioners.

**C.** The police officer under investigation shall be informed in writing of the nature of the investigation, of whether he is a witness or the object of the investigation, and of any charges against him/her prior to any investigation.

**D.** The questioning session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated.

**E.** The police officer under investigation shall not be subject to offensive language or threatened in any manner whatsoever. The police officer under investigation shall not be subjected to visits by the press or news media without his/her express consent, nor shall his/her name, home address or photograph be given to the press or news media without his/her express consent.

**F.** The complete questioning of a police officer shall be recorded and there shall be no unrecorded questions or statements. A tape recording shall be made of the questioning, and the police officer shall have access to the tape if any further proceedings are contemplated or prior to

any further investigation at a subsequent time. The police officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports made by investigators. The police officer being questioned shall have the right to bring his/her own recording device and record any and all aspects of the questioning.

**G.** When the police officer is under investigation for the commission of a criminal offense, he shall be completely informed of all his/her rights prior to the commencement of the interrogation. If the officer chooses to invoke his/her protection under these rights at that time, that officer shall not be subject to charge of insubordination or failure to cooperate for that reason.

**H.** No police officer shall have his/her locker, desk, or other space for storage that may be assigned to him/her searched except by permission of the officer, or unless a valid search warrant has been obtained.

**I.** Any police officer under investigation, has the right to be represented by counsel or any union representative of his/her choice who, at the police officer's request, shall be present at all times during such questioning whenever such questioning may result in disciplinary action or criminal charges against the police officer.

J. This section shall not apply to any investigation or questioning of a police officer in the course of counseling, instruction, or informal verbal admonishment by, or other routine contact with, a supervisor.

**Section 6.** No police officer shall have any comment adverse to his/her interest entered in his/her personnel file, or any record kept at his/her place or unit of employment or any other place recording such comments by any person, without the police officer having first read and signed the instrument containing the adverse comment indicating he is aware that such comment is being placed in his/her personnel file or other place of recordation of such comments, except that such entry may be made if after reading such instrument containing any adverse comment, the police officer refused to sign it. A witness shall thereafter note that such officer was presented with the opportunity to read and sign such instrument and refused to do so. Nothing in this provision shall apply to notes and records compiled by an investigator during the course of an investigation of a police officer provided, however, that upon completion of the investigation, the police officer shall have access to all notes and records of the investigation.

**Section 7.** A police officer shall have fifteen (15) working days within which to file a written response to any

adverse comment entered in his/her personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

**Section 8.** No police officer shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his/her property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his/her family or household) unless: (a) such information is obtained under proper legal procedure, or (b) there is probable cause that bribes or other improper inducements may have been given to such police officer.

**Section 9.** No police officer shall be given an unnatural, artificial, or make work assignment for the purpose of discipline or punishment.

**Section 10.** No police officer shall be discharged, disciplined, demoted, transferred or denied promotion or reassignment or otherwise discriminated against in regard to his/her employment, or be threatened with any such treatment by reason of his/her lawful exercise of his/her constitutional rights or the rights granted under this Article.

**Section 11.** An employee may inspect his/her personnel file and may be accompanied by a designated union

representative, or his/her own attorney. Any alleged discrepancies shall be brought to the attention of the Director of Human Resources for adjustment. If the matter is still unresolved, it shall be subject to the grievance procedure.

**Section 12.** No police officer shall be compelled to submit to a polygraph examination, voice stress analysis or other truth detection device against his/her will, nor shall voice stress analysis or other truth detection devices be unknowingly used during the course of an investigation of a police officer. No disciplinary action or other recrimination shall be taken against a police officer refusing to submit to a polygraph examination, voice stress analyzer or other truth detection devices. No comment or notation shall be entered anywhere in the investigator's notes or anywhere else that the police officer refused to submit to a polygraph examination, voice stress analysis or truth detection device or that voice stress analysis or other truth detection device was unknowingly used. Testimony or evidence shall not be admissible at a subsequent hearing, trial or proceeding, judicial or administrative, to the effect that the police officer refused to submit to a polygraph examination, voice stress analysis, or other truth

detection device or that voice stress analysis or other truth detection device was unknowingly used.

**ARTICLE 12 - VACATIONS**

**Section 1.** Members of the bargaining unit shall receive an annual paid vacation in accordance with the following schedule based on years of service to be completed during the calendar year in which the vacation is to be received:

<u>Years of Service to Be Completed</u>	<u>Vacation Days Per Year</u>
<u>During The Calendar Year</u>	
3-5	18 days per year
6	19 days per year
7	20 days per year
8	21 days per year
9	22 days per year
10	23 days per year
11	24 days per year
12	25 days per year
13	26 days per year
14	27 days per year
15	28 days per year
16	29 days per year
17	31 days per year
18	32 days per year
19	33 days per year

Vacations shall be granted in accordance with the Police Department Policy.

**Section 2.** All vacation days shall be one (1) day, regardless of the length of the work shift as worked by the employees.

**Section 3.** During January of each calendar year, members of the bargaining unit may request two separate vacation periods, from four (4) to fifteen (15) consecutive vacation days, to be taken off during the year. Should two (2) employees submit requests for the same consecutive vacation days, the request submitted by the most senior employee shall be honored. Once approved, such request shall continue to be honored regardless of transfers, and may not be changed or rescinded.

Subsequent to January of each calendar year, annual vacation days shall be bid by seniority not more than forty-five (45) and not less than fifteen (15) days prior to the date requested.

**Section 4.** Employees shall be permitted to use vacation, personal days, or holidays (where applicable) during the year without advance notice, provided the employee's supervisor is notified before the employee is scheduled to report for work, and the minimum number of

personnel on the shift is maintained. Vacation and Personal days may be taken one (1) hour at a time, provided the minimum number of personnel on the shift is maintained.

### ARTICLE 13 - HOLIDAYS

**Section 1. Schedule:** The following eleven (11) holidays shall be holidays for members of the bargaining unit:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Easter	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
New Year's Eve	

**Section 2.** All holidays observed shall be observed on the actual date of the holiday. Employees on regularly scheduled days off shall not be subject to holiday scheduling. Work levels for holidays shall be as established by the Police Chief and shall be filled according to seniority. Employees shall bid for work on such holidays, by seniority, during a thirty (30) day period beginning forty-five (45) days prior to the holiday and ending fifteen (15) days prior to the holiday. Within the Uniform Division if an insufficient number of employees have bid to work the holiday on a particular shift, then uniform division members on any shift shall be able to bid the holiday with

the job being awarded to the most senior member. In the event there are not sufficient officers bidding to work on the holiday in order to meet the minimum manning level as established by the Chief of Police, inverse seniority (excluding those officers regularly scheduled off) will be used to fill the required level.

The City shall post the completed work schedule for each holiday at least seven (7) days prior to that holiday.

**Section 3.** For holidays worked, employees shall receive, in addition to regular salaries, the holiday back and be compensated at the rate of paid double time (2.0). Additional hours worked on a holiday outside of the member's regularly scheduled shift shall be compensated at the paid rate of double time and one half (2.5) for each additional one-half (0.5) hour worked.

If a holiday falls on an employee's regular day off, the employee will receive another day off.

The City reserves the right to set minimum counts by holiday and by rank.

#### **ARTICLE 14 - SUPPLEMENTAL RETIREMENT BENEFITS**

**Section 1.** Employees who retire during a year shall be granted their entire vacation, holiday, personal, and overtime entitlement.

**Section 2.** Employees who resign, are terminated, accept a Board of Safety approved leave of absence, or are suspended for a period exceeding thirty (30) working days shall be credited with one-twelfth (1/12) of the total number of vacation and personal days for which they are eligible for each month in which they actively worked. Holidays will only be granted if the employee was actively working during the period within which the holiday fell. Any officer who falls into one or any of the above categories, and who uses vacation/personal days in excess of the one-twelfth (1/12) rule, shall be required to reimburse the city for the time paid that was not earned.

**ARTICLE 15 - BULLETIN BOARDS**

**Section 1.** The City shall provide four (4) sealed bulletin boards for use by Wayne Lodge #14, which are to be located in areas where members normally work.

**Section 2.** The City shall allow Wayne Lodge #14 use of the City email system to circulate correspondence related to Wayne Lodge #14 business to the membership. The principal officers of Wayne Lodge #14 shall be provided email addresses within the system to further communication between those representatives and the membership, as well as other City representatives. This includes the messaging system, p-mail or any other system that may replace them.

## ARTICLE 16 - MILITARY LEAVE

Section 1. An employee shall be given a leave of absence in accordance with federal and state law.

Section 2. Employees who are required to miss regularly scheduled hours of work for weekend or weeknight drills may work on days off or take vacation, holiday or comp time, to avoid loss of pay.

## ARTICLE 17 - DEATH IN THE FAMILY

Death in the family leave will be granted in accordance with the Fort Wayne Police Department Manual, as follows: In the case of the death of relatives of members of the Fort Wayne Police Department, the officer involved shall be given special leave on the following basis:

**A.** Eight (8) days, exclusive of days off, in the event of the death of the following family members: spouse, parent, child, and stepchild.

**B.** Five (5) days, exclusive of days off, in the event of the death of a member of the immediate family: grandchild, stepparent, brother, sister, grandparent and spouse's parents.

**C.** Three (3) days, exclusive of days off, in the event of the death of the following family members: Aunt and Uncle (Parent's Siblings), Spouse's Siblings, and Spouse's Grandparents.

**D.** Time off for other funerals or time off for extended bereavement leave shall be granted as either vacation or personal days, not subject to minimum count for up to five (5) days.

**E.** Bereavement leave will begin no later than the day following the death of the family member.

#### **ARTICLE 18 - PERSONAL DAYS**

Ten (10) personal days shall be granted to members of the bargaining unit to be used for personal matters. The employee shall advise his/her commanding officer in advance of such absence and the day shall be granted provided that the minimum number of personnel needed is maintained.

Members of the bargaining unit will be granted their birthday as an additional day off. This day may be used at any time during the year following the notification procedures listed above, but cannot be carried over to the following year. Personal time can be used in one (1) hour increments.

#### **ARTICLE 19 - ADDITIONAL COMPENSATION**

**Section 1.** Officers who are required to attend court during hours outside of their on-duty hours shall be compensated in the following manner:

**A.** Officers shall receive a minimum of one (1) hour for time spent in court, paid at straight time even if that actual time is less than one (1) hour, per appearance, not per subpoena. For any additional time after the initial first hour, officers shall be paid at double time (2.0) for the actual time spent in court.

**B.** Officers shall receive one (1) hour paid travel time. A minimum of thirty (30) minutes must elapse between the time a court request for pay indicates the end of one case, and the time of appearance on another subpoena for a subsequent court appearance on the same day for travel time to be paid for that second appearance.

**C.** If a court appearance starts or ends during an officers on-duty hours, travel time will not be paid for that appearance.

**Section 2.** While engaged in training another Sergeant or Lieutenant, a Sergeant or Lieutenant shall receive two (2) hours of paid overtime for each day of training. Training

periods for sergeants and lieutenants shall be a minimum of fifteen (15) working days.

**Section 3. Staffing for Special Events:** Special Events are defined as those activities of regular occurrence that necessitate personnel redeployment for the short duration required to maintain citizen safety at such activities.

Any time six (6) positions are bid for a special event, one (1) sergeant must be bid maintaining a 6-to-1 ratio.

Prior to March 1 of any year, the Chief of Police shall notify the Union of the identity of, dates of, and necessity for "Special Events" scheduling anticipated for the year.

Staffing for Special Events shall be accomplished as follows:

- A.** Movement within the shift, but not to disrupt normal staffing.
- B.** By request for volunteers to work during off-duty hours, on days scheduled off, or on any days taken off for reasons other than illness.
- C.** If the procedures outlined in paragraphs A and B are inadequate to secure sufficient staffing for the Special Event as determined by the Chief, then department-wide inverse seniority shall be utilized to provide staffing levels established by the Chief.

- D.** All members of the bargaining unit who are selected by inverse seniority under paragraph (C) may have their hours of work and/or their days off changed for the duration of the Special Event. Such a change is not considered a temporary assignment.
- E.** Members of the bargaining unit working in the Vice and Narcotics Bureau or who are designated as Crime Scene technicians are exempt from inclusion in the inverse seniority selection process.
- F.** Members of the bargaining unit who volunteer to work will be paid time and one-half (1.5).
- G.** Any member of the bargaining unit working a Special Event during a holiday will receive the holiday premium compensation.
- H.** Any member of the bargaining unit assigned to a Special Event either by call out or by increase in manpower needed shall receive the Special Event compensation pay for actual hours worked, except for those inversed under paragraph D.
- I.** To determine the rate of pay for time and one-half (1.5) compensation, the member of the bargaining unit's base salary, shift differential, longevity pay and specialty duty bonuses shall be divided by 2080.

**J.** Time off shall be granted during all Special Events above minimum counts set for Special Events.

**K.** Bidding to work a Special Event shall be handled in the same manner as bidding to work a holiday, except for Three Rivers Festival which will be done forty-five (45) days prior, **when possible**, with the bids to be awarded no later than fifteen (15) days prior to the onset of the Three Rivers Festival. If minimum count requires a shift to bid for additional personnel other than Special Events, the off-duty personnel of the same shift and Division must be given the option to bid to work. Personnel working a Special Event shall receive pay at time and one-half. The next option would be the same Division and rank.

**L.** Any member of the bargaining unit assigned to a Special Event that is required to work beyond his/her normal shift will continue to receive compensation as described above in Section F during his/her shift while working the Special Event, or as provided in Article XIII, whichever is greater.

**M.** If a Special Event is cancelled with less than eighteen (18) hours notice prior to the scheduled reporting time of the event, members who were scheduled to work the event shall receive two (2) hours pay at the

Special Event rate. If a member reports for a Special Event and the event is cancelled, or the member is relieved of the Special Event duty due to no fault of his/her own, the member shall contact communications and the shift command for the purpose of reassignment for the balance of the Special Event. If the member is not reassigned, the member shall be compensated for the balance of the Special Event.

**N.** Celebrity and dignitary visits occur in the City of Fort Wayne for which long term notice is not always available. The Emergency Services Team (EST) has established dignitary protection training as a part of their unit duties. In the event that a celebrity/dignitary visit occurs during the absence of EST, **and a special detail is required**, such an event shall be bid. Assignments shall be bid based on seniority. However, if there is insufficient time to establish a bid, all reasonable efforts shall be made to contact the members of the bargaining unit (*i.e.*, phone contact, mobile messaging, city email accounts and/or city dispatch airing of information). If there are still openings after these reasonable efforts have been exhausted, a less senior member of the bargaining

unit may be selected. Time served on such an assignment shall be paid at time and one-half (1.5).

O. The following provisions shall apply to the Traffic Bureau during the Three Rivers Festival:

All Traffic Units shall be required to work those assignments as designated by Traffic Command. If less than all of the traffic units are, in the opinion of the Traffic Command, needed for such assignments, the need shall be met by bid based on seniority within the Traffic Bureau, or, if an insufficient number of bids are received, by use of inverse seniority within the Traffic Bureau.

Because of these occasional required traffic assignments, ten (10) hours of compensatory time shall be given to all Traffic personnel, credited upon the completion of the Three Rivers Festival.

**Section 4. Call-Out Bonus:** If called out as part of a special unit, the member shall receive a bonus of two (2) paid hours for each call-out that both begins and ends outside the member's regularly scheduled shift, or a bonus of one (1) compensatory hour for each call-out that either begins or ends outside the member's regularly scheduled shift.

**Section 5. Car Maintenance:** If a member of the bargaining unit on C shift, or any other member directed by command, is required to bring his/her car in for repair outside of normal working hours then he/she shall be compensated for his/her time under Article 23. If the repair shop is open during his/her normal hours of work, then the employee shall have his/her vehicle repairs done during that time, or drop it off for repair and take a loaner vehicle. For purposes of this Section, car repair includes vehicle repair, estimates and equipment repairs such as, but not limited to, in-car computer, radar, radio, and in-car video. In order to qualify for the compensation described in this Section, the employee must make arrangements for repairs in advance by scheduling an appointment with the repair shop.

**Section 6. Weekend Duty:** Detective sergeants who are on-call when no detective sergeant is on duty (commonly referred to as "weekend duty") shall receive two (2) hours Non-FLSA compensatory time per day.

**ARTICLE 20 - CHAIN OF COMMAND**

Under no circumstances shall the chain of command be violated. The highest-ranking officer present shall assume command of any and all details, situations and assignments. In addition, a patrolman shall not be placed in command of any team, group, bureau, division or subdivision of the Fort Wayne Police Department, under any circumstances.

Officers who are designated as the "Commander-Of-The-Day (COD)" shall receive two (2) hours paid time or two (2) hours Non-FLSA compensatory time per shift. COD is defined as the senior sergeant on a shift or division being placed in charge of said shift, or division in the absence of a Captain or Lieutenant. A Sergeant being placed into a position (involuntarily) that he/she performs duties that are normally the duties of a higher-ranking officer can also establish COD. I.e.: taking care of assignments, vacations and time off requests (commonly referred to as the "books"), regardless of whether a higher ranking officer is present.

#### **ARTICLE 21 - SICK LEAVE/DISABILITY**

Members of the bargaining unit shall be entitled to paid sick leave as needed, subject to the Fort Wayne Police Department Rules and Regulations, pages 105-108, Section 2.04-08, adopted by the Board of Safety on August 21, 1991.

However, the Chief shall have the authority to initiate a disability application on behalf of any member after 270

calendar days after the first day of paid sick leave based on a member's last injury or illness, which in the opinion of the Chief, based upon a report from a licensed physician, makes it unlikely that the member will return to full-time, uninterrupted active duty. If the member disagrees with the Chief's opinion and can provide a report from a licensed physician disputing the Chief's opinion, the dispute shall be subject to the grievance and arbitration procedure provided for herein.

For purposes of IC 36-8-5-2 (g), a member shall be deemed to have exhausted his/her sick leave one calendar year after the first day of paid sick leave for the last injury or illness.

Members who have been approved for a disability pension under either the 1925 Fund (IC 36-8-6) or the 1977 Fund (IC 36-8-8) and who have begun to receive disability benefits under either Fund shall not be entitled to any additional sick leave.

**ARTICLE 22 - ON-THE-JOB INJURY OR JOB-RELATED ILLNESS**

Members of the bargaining unit who suffer an injury while performing assigned duty or who contract an illness caused by the performance of duty shall be entitled to all benefits provided by IC 36-8-4-5.

The City shall pay the cost of all necessary hospital, physician care, prescriptions and related medical expenses for all on-the-job or duty-related injuries.

**ARTICLE 23 - ADDITIONAL WORK/OVERTIME COMPENSATION**

**Section 1. FLSA Overtime Compensation:** Effective January 1, 2010, employees shall no longer receive FLSA compensatory time in compensation for FLSA overtime hours worked. Employees shall be paid one and one-half (1.5) times the employee's hourly rate for all FLSA overtime hours.

Employees who have FLSA comp time hours accrued prior to January 1, 2010 may carry over up to 400 hours into calendar year 2010, 300 hours into calendar year 2011, and 200 hours into calendar year 2012. Employees who exceed the capped hours at the end of each calendar year shall be paid for the excess hours in conjunction with the final pay cycle of each calendar year. Employees shall be paid in conjunction with the final pay cycle of 2012 for all unused hours remaining in their bank at the end of calendar year 2012. All payments to employees described in the paragraph shall be at the employee's current rank and hourly rate.

Employees shall have a one-time option to elect to receive full pay down of their FLSA time bank. Employees shall be paid at their current rank and hourly rate. Employees electing this option must submit a request to the

Chief's office on or before December 4, 2009. Payment of the FLSA time bank shall occur in conjunction with the final pay cycle of 2009.

**Section 2. Non-FLSA Compensation:** Officers who have in excess of 400 Non-FLSA hours at the end of the calendar year, to include all carryover time from the previous year, shall be paid down, by February 28th of the following year, to the scheduled limit. Officers shall be paid at their current rank, but at the previous year's hourly rate. Hours to be paid shall be submitted to the Chief's Office by January 15th of the year to be paid.

**ARTICLE 24 - CHILD-REARING LEAVE**

A member may be granted leave pursuant to the Family Medical Leave Act.

**ARTICLE 25 - DEATH OF AN EMPLOYEE**

In the event of the death of a member of the bargaining unit, while employed by the City, all accrued wages due, including overtime and allowances for unpaid holidays, vacation time, and personal days for that year, shall be paid to the member's estate.

**ARTICLE 26 - HOSPITALIZATION/MEDICAL BENEFITS**

The Employer agrees that the group health insurance benefits available through the City's basic self-insured health benefits program shall be available to members at the

rate charged non-union employees of the City. Members may choose other plans made available to other City employees at the cost charged to other City employees for any such plan.

The employer agrees to continue to reimburse the deductible dental plan that includes two (2) cleanings and one (1) x-ray per year for the member and eligible dependents.

**ARTICLE 27 - RETIRED OFFICERS' INSURANCE**

Employees who retire under the terms of any of our recognized retirement programs with the minimum of twenty (20) years of service shall have their insurance premiums contributed/paid for by the City. The insurance plan shall be the \$500.00 deductible plan and will remain in effect until the retiree is eligible for Medicare/Medicaid. If the member has a spouse at the time of retirement and that spouse is to be covered under this provision, the spouse's coverage shall continue until the spouse becomes eligible for Medicare/Medicaid, even if the retiree becomes eligible for Medicare/Medicaid at an earlier date. Dependents of the retiree shall be covered under the above provision as long as the retiree maintains eligibility.

The retiree's spouse and/or dependants must be eligible for coverage at the time of the individual's retirement.

Anyone retired on disability pension shall immediately be given credit as though they had served 20 years, provided, in the opinion of the Pension Board, the disability is job-related.

The surviving spouse and dependent children of a member of the bargaining unit with ten (10) years of service who dies while actively employed shall be provided health insurance at no cost to them. The insurance plan shall be the \$500.00 deductible plan. This coverage shall remain in effect until the spouse is eligible for Medicare, or in the case of children, until the age of eighteen (18) unless the child remains a dependent of the surviving spouse while attending an accredited institution, in which case coverage shall continue until graduation from said institution.

In the event the City discontinues the specific plan in which the widow/widower is enrolled, the widow/widower shall be permitted to enroll in the available plans and will accept the plan which most closely resembles, in benefit options, the plan in which the widow/widower was previously enrolled. Nothing in this contract will change the insurance of previously retired officers.

#### **ARTICLE 28 - LIFE INSURANCE**

The City shall provide life insurance for all active members of the bargaining unit with a face value equal to

the member of the bargaining unit's annual salary. The life insurance shall include a quadruple indemnity provision: i.e., payment of four years' salary, for accidental death, whether on or off duty. For purposes of this Article, annual salary shall mean the member of the bargaining unit's base wage plus longevity for the year of death. This benefit is not available to retired officers.

#### **ARTICLE 29 - SHIFT DIFFERENTIAL**

All officers assigned to, or bid to, B-Shift shall receive a shift premium of \$3300.00 per year. All officers assigned to mid and C-Shifts shall receive a premium of \$6300.00 per year. All shift premiums shall be added to the regular earnings of each pay period. Only those officers assigned to those shifts shall be paid shift premiums.

#### **ARTICLE 30 - INVESTIGATIVE BONUS**

All Sergeants and Lieutenants assigned to the Investigative Division, Vice & Narcotics Bureau, and third shift Uniform Divisions' Sergeants shall receive a premium of \$500 per year. Third shift Uniform Divisions shall receive the premium until such time as a third shift Investigative is established. All premiums shall be added to the regular earnings for each pay period. Only those officers so assigned shall be so paid and for only such time as they continue to be so assigned.

**ARTICLE 31 - SPECIAL DUTY PAY**

(a) Homicide Team/Crime Scene Supervisors

\$650/year

(b) Emergency Services Team

\$650/year

(c) Bomb Squad

\$450/year

(d) Crisis Response Team

\$550/year

(e) Fatal Traffic

\$350/year

(Special duty pay will be pro-rated if the officer works less than full year in a particular category.)

**ARTICLE 32 - LONGEVITY PREMIUM**

Members of the bargaining unit shall be paid an annual longevity premium, according to the schedule listed below:

1. Members' longevity premium shall not exceed \$6500/year.

2. For current members receiving longevity premiums above the \$6500/year cap, the longevity premium shall freeze at the member of the bargaining unit's current level, and shall not exceed \$8000.

Members of the bargaining unit who qualify shall be paid the following educational incentives annually:

1. Any member having an Associate Degree shall be paid an annual incentive of \$450.

2. Any member having a Bachelor Degree shall be paid an annual incentive of \$900.

3. Any member having a Masters Degree shall be paid an annual incentive of \$1,300.

A member may qualify for only one educational incentive per year. The educational incentive shall be paid in equal quarterly installments in the months of March, June, September, and December of the appropriate year.

#### **ARTICLE 36 - SALARY SCHEDULE**

Beginning January 1, ~~2010~~ **2013**, the salary of a member of the bargaining unit shall be increased by an amount equal to ~~1.5%~~ **2.0%** of the ~~2008~~ **2011** base salary.

~~The parties shall meet to negotiate wages (only) for years 2 and 3 of this agreement commencing on or about July of each successive year.~~

#### **ARTICLE 37 - DISCRIMINATION**

**Section 1.** The City will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or activity on behalf of, Wayne Lodge #14. The City will not discriminate in respect to hire, tenure of

employment, or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, Wayne Lodge #14, nor will it discourage or attempt to discourage membership in Wayne Lodge #14 or attempt to encourage membership in another Union.

**Section 2.** The City and Wayne Lodge #14 agree that they will not discriminate against any applicant for employment, or any present employee, in the payment of wages, assignment to jobs, seniority, promotion, demotion, training, transfer, lay-off, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverage, job classification, classified advertising, recruitment, testing, or any other term, condition, or privilege of employment, because of race, color, religion, sex, national origin or occupationally irrelevant physical handicaps, or the exercising of any rights under the grievance procedure.

**Section 3.** The City further agrees that any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963, Executive Order 11246 as amended by 11375, and the Age Discrimination in Employment Act of 1979, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement. Nothing in this agreement between the City of

Fort Wayne and Wayne Lodge #14 shall be construed to require the City to violate the Americans with Disabilities Act.

**Section 4.** Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

#### **ARTICLE 38 - DURATION AND CHANGE**

This Agreement shall become effective at 0001 hours on January 1, ~~2010~~ **2013** and shall remain in full force and effect through December 31, ~~2012~~ **2013**. This agreement shall remain in full force and effect until a subsequent agreement is negotiated, and accepted by the membership. But, in no case shall it be in effect more than (12) twelve months beyond its expiration date. Such notification shall be made by Certified Mail, return receipt requested.

Either party shall have the option of opening the contract for wage and fringe benefit negotiations ~~one hundred eighty (180)~~ **two hundred and forty (240)** days prior to the expiration of this Agreement.

#### **ARTICLE 39 - SAVINGS CLAUSE**

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent and final jurisdiction, such decision of the court shall

apply only to the specific Article, Section or portion involved and shall not invalidate the remaining portions of this Agreement.

In witness thereof, the parties have caused this Agreement to be executed by their respective officers and representatives there unto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_ ~~2010~~ **2012**.

**FOR THE CITY:**

**FOR FOP WAYNE LODGE #14:**

\_\_\_\_\_  
Thomas C. Henry  
Mayor, City of Fort Wayne

\_\_\_\_\_  
Rod Bradtmueller, Chairman  
FOP Bargaining Committee

\_\_\_\_\_  
Russell P. York  
Chief of Police

\_\_\_\_\_  
Matthew Enyeart, Member  
FOP Bargaining Committee

\_\_\_\_\_  
Carol Helton  
City Attorney

\_\_\_\_\_  
Mark Dolezal, Member  
FOP Bargaining Committee

\_\_\_\_\_  
Mitchell McKinney, President  
FOP

Dated: \_\_\_\_\_

Approved by the Board of Safety this \_\_\_\_\_ day of \_\_\_\_\_, 2010  
2012.

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Sharon Peters  
Board of Safety

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Quinton Dixie  
Board of Safety

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Frank Casagrande  
Board of Safety

3. Members will bring longevity accrued prior to appointment.

4. Members will accrue longevity premiums at the rate of \$350/year from year one (1) through year fifteen (15), and \$200/year thereafter up to the established caps.

Such premium shall be paid in the paycheck issued that covers the pay period within which the officer's date of initial rank (longevity date) falls. The premium will be based upon the years in rank the officer achieves as of that longevity date.

#### **ARTICLE 33 - PERF CONTRIBUTION**

The City shall make, on behalf of each member of the bargaining unit, the employee's Public Employee Retirement Fund contribution.

#### **ARTICLE 34 - UNIFORM ALLOWANCE**

Members of the bargaining unit shall receive an annual uniform allowance of \$1,700 payable in two (2) equal installments. The first installment shall be paid on or before April 30 of the appropriate year and the second installment shall be paid on or before October 31 of the appropriate year.

#### **ARTICLE 35 - EDUCATIONAL INCENTIVE**