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BILL NO. S- 14-10-21

SPECIAL ORDINANCE NO. S- 121-14

AN ORDINANCE OF THE COMMON COUNCIL RATIFYING A COLLECTIVE BARGAINING AGREEMENT FOR POLICE OFFICERS REPRESENTED BY THE FORT WAYNE PATROLMEN'S BENEVOLENT ASSOCIATION, INC. FOR THE YEARS 2014, 2015, AND 2016.

WHEREAS, this Council is required to approve all collective bargaining agreements with regard to compensation including annual pay and monetary fringe benefits; and

WHEREAS, such compensation for employees of the City of Fort Wayne, Indiana, represented by The Fort Wayne Patrolmen's Benevolent Association, Inc. is the subject of an agreement reached by and between the City and the Fort Wayne Patrolmen's Benevolent Associate, Inc. in accordance with the collective bargaining provisions in City Code: and

WHEREAS, said agreement is for three (3) years, but pursuant to Indiana law, the compensation provided for therein must be annual ratified; and

WHEREAS, the Common Council desires to express its approval of the agreement and the compensation packages for the years 2014 and 2015; and

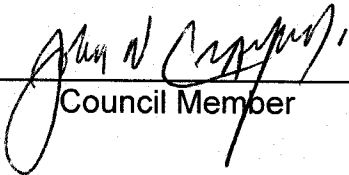
WHEREAS, this ordinance is necessary to ratify, fix and establish such compensation for said employees represented by the Fort Wayne Patrolmen's Benevolent Association, Inc. for 2014 and 2015.

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

SECTION 1. The 2014, 2015, and 2016 agreement by and between the Fort Wayne Patrolmen's Benevolent Association, Inc. and the City of Fort Wayne, a copy of which is on file in the office of the City Clerk and available

1 for public inspection, is hereby approved and ratified in all respects, including
2 the compensation package for 2014 and 2015.

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

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7 _____
8 Council Member

9 APPROVED AS FORM AND LEGALITY

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12 _____
13 Carol Helton, City Attorney

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PREAMBLE

This agreement is made and entered into this 1st day of January, 2014, by and between the City of Fort Wayne, Indiana the (“Employer”) and the Fort Wayne Patrolmen's Benevolent Association, Inc. (the “Union”) and under the authority of Special Ordinance No. S-156-78 (the "Police Officers and Firefighters Arbitration Ordinance"), currently codified in Sections 20-117/20-129.

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, hours of employment and other conditions of employment.

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 with respect to hours of employment, 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 the Union, except as may be herein specifically provided. Changes in the working Agreement may be made at any time, by agreement between the parties, 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 – GLOSSARY

Bureau: A subdivision or branch operating within a Division and responsible to such Division. A Bureau is not to be confused with a section/unit as defined in this glossary.

City: The City of Fort Wayne, Indiana or any other form of consolidated government that may succeed/include the City of Fort Wayne.

Division: A major work unit within the Fort Wayne Police Department, under the command of a Deputy Chief of Police.

Employee: A full-time commissioned police officer below the rank of Sergeant employed by the Fort Wayne Police Department.

Employer: The City of Fort Wayne, Indiana or any other form of consolidated government that may succeed/include the City of Fort Wayne.

Exempt Position: Assignment to, or the awarding of, a position by the Chief of Police outside of seniority.

Factors: Wages, hours of employment, fringe benefits and working conditions.

Intra-Shift Bid: A bid within the shift the Employee holds a bid to.

Job: A specific role or function such as but not limited to: uniform patrol, motorcycle unit, Hit-skip, K-9, Detective, Crime Scene Tech, etc.

Primary Bid/Inter-Shift: A bid to Shift in the Uniform operations of a division, a bid to a shift in the Investigative Division, or a bid to a Specialized Section, such as but not limited to K-9 or Hit-Skip.

Secondary Bid: A bid within the awarded Primary Bid; i.e., for the Uniform operations of a Division, a union bid car, foot patrol, or any other defined job classification; for the Investigative/Support Division, it will be a bid for a Section.

Section/Unit: A small work unit operating in either an autonomous fashion within a Division or as a specialized group within a Bureau such as the K-9 section, Hit-Skip, Crime Scene, and Motorcycle sections.

Shift: A scheduled period of work or duty.

Temporary Assignment: A job movement to any assignment which moves an officer from his/her bid position.

Uniform Patrol Section: Uniform Employees working within a specific Division, i.e. N/W, S/W, N/E, or S/E, in a uniform patrol capacity.

Domestic Partnership: A personal relationship between two individuals of the same gender living together and sharing a common domestic life together and who are legally prohibited from being married in the State of Indiana ("Domestic Partners"). Domestic Partners must have a domestic partnership agreement on file with Internal Affairs.

Department Wide Inversing: Any officer, in any division, shall be subject to inverse by seniority not exclusive of days off. Officers serving in undercover capacity are exempt.

ARTICLE 2 - PURPOSE

Section 1. 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, 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.

Section 2. This Agreement provides coverage for Employees. They have the right to bargain collectively with the Employer and to be represented by a labor organization, currently the Union, as selected by the majority of the Employees with respect to Factors. Factors are defined as, Wages, hours of employment, fringe benefits, and working conditions.

ARTICLE 3 - RECOGNITION

Section 1. The Employer hereby recognizes the Union as the sole and exclusive representative of all Employees for the purposes of collective bargaining with respect to Factors.

ARTICLE 4 - BARGAINING UNIT

Section 1. The bargaining unit to which this Agreement applies shall include all full-time commissioned police officers of the Fort Wayne Police Department below the rank of Sergeant actually assigned to the Fort Wayne Police Department.

ARTICLE 5 - COVERAGE

Section 1. The provisions of this Agreement shall be binding upon the Employer.

Section 2. This Agreement shall remain in full force and effect until a new Agreement is signed by the City.

Section 3. No Agreement, waiver, alteration, understanding, variation, or modification of any terms or conditions contained herein shall be made by an Employee or group of Employees, with the Employer, and in no case shall it be binding upon the parties hereto, unless such Agreement is made and executed in writing between the Union, the Employer, and is approved by the Board of Public Safety.

Section 4. The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

ARTICLE 6 - PERSONNEL POLICY

The Employer's Personnel Policy shall govern in matters not specifically addressed in this Agreement.

ARTICLE 7 - POLICE OFFICER'S BILL OF RIGHTS

This Article is known as 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 City police officers on full-time active duty within the bargaining unit as defined in this Agreement.

Section 1. Employees 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 the State.

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

Section 3. Situations may arise out of such contact and relationships brought about by the actions of Employees of the force. Such situations may require prompt investigation by superior officers designated by the Director of Public Safety, the Chief of Police, and Division Commanders or other competent authority designated by the Chief of Police.

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

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

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

B. The Employee under investigation shall be informed of the nature of the investigation or whether he/she is a witness or the object of the investigation, and of any charges against him/her, at least two calendar days prior to such questioning, unless evidence establishing probable cause that a felony has been committed demands an immediate investigation. All questions directed to the Employee under investigation shall be asked by and through no more than two questioners.

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

D. The Employee under investigation shall not be subject to offensive language or threatened in any manner whatsoever. The Employee 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.

E. The complete questioning of an Employee may be recorded. A tape recording may be made of the questioning, and the Employee shall have access to the tape if any further proceedings are contemplated or prior to any further investigation at a subsequent time. The Employee shall be entitled to a transcribed copy of any notes made by a stenographer or to any and all reports, or notes, made by investigators. The Employee being questioned shall have the right to bring his/her own recording device and record any and all aspects of the questioning.

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

G. No Employee shall have his/her locker, desk, or other space for storage, that may be assigned to them, searched without their consent, except in his/her presence or unless a valid search warrant has been obtained.

H. Any Employee under investigation shall have the right to be represented by counsel and/or any union representative of his/her choice who shall be present at all times during such questioning whenever such questionings may result in disciplinary action or criminal charges against the Employee, and shall be so advised prior to commencing the interview. The role of the Union representative or legal counsel during said representation is as follows:

1. Ascertain the charges against the Employee before the interview starts;
2. Offer mitigating circumstances and investigatory leads;
3. Question the Employee at the conclusion of the interview;
4. Consult with the Employee during the interview;
5. Object to inappropriate questions.

I. If an Employee is compelled by the threat of possible job forfeiture, or discipline, to make any oral or written statement either by direct, face-to-face order, written orders, manual of rules and or procedures, or implied orders than neither the statement nor the fruits of the statement may be used against the Employee in a subsequent criminal prosecution of the officer. The officer shall be granted Derivative Use Immunity.

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

Section 7. If an Employee is ordered into Internal Affairs, Office of Professional Standards, or the Police Department, while off-duty, to be questioned or interviewed concerning a specific incident or action, said Employee will be compensated for time spent in the interview or questioning, in addition to one hour of travel time.

Section 8. No Employee 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 Employee having first read and signed the instrument containing the adverse comment indicating he/she 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 Employee refused to sign it. A witness shall thereafter note that such Employee 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 an Employee provided, however, that upon completion of the investigation, the Employee shall have access to all notes and records of the investigation.

Section 9. An Employee shall have fifteen working days from notification that an adverse comment exists 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 10. Before the questioning of any Employee as a result of a complaint by a citizen, that citizen shall be required to sign a statement clearly stating the allegation, a copy of which shall be provided to the Employee at the time said Employee is directed to report for questioning.

Section 11. No Employee shall be required or requested for purposes of job or other personnel action to disclose any item of his/her property including, but not limited to, 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 Employee, or
- C. Such income is public record.

Section 12. No Employee shall be given an unnatural, artificial, or make-work assignment for the purpose of discipline or punishment.

Section 13. No Employee 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 14. An Employee may inspect his/her personnel file and may be accompanied by a designated union representative, which may include an attorney. Any alleged discrepancies shall be brought to the attention of the Personnel Administrator for adjustment. If the matter is still unresolved, it shall be subject to the grievance procedure.

Section 15. No Employee 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 an Employee. No disciplinary action or other recrimination shall be taken against an Employee refusing to submit to a polygraph examination, voice stress analysis, or other truth detection devices. No comment or notation shall be entered anywhere in the investigator's notes or anywhere else that the Employee officer refused to submit to a polygraph examination, voice

stress analysis or truth detection device or that voice stress analysis or other 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 Employee 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.

Section 16. No Employee shall have charges brought before the Board of Public Safety without having been informed of the upcoming charges first, having been offered the opportunity to be interviewed first, and having been afforded all Constitutional rights, and all rights provided by this Article.

Section 17. The Fort Wayne Police Department Drug Testing Policy, as adopted by the Board of Public Safety, shall take precedence over any language within the PBA contract that shall read as prohibitive or contradicting to the policy.

ARTICLE 8 – PROTECTION OF BARGAINING UNIT WORK

Section 1. Reserve Officers and Supervisors (Sergeants and above), Non-Sworn Civilian(s), or contracted Employee(s) may perform bargaining unit work so long as it does not result in the displacement or layoff of an Employee as direct result thereof.

Section 2. Civilian(s), or contracted person(s) will not assume the duties of bargaining unit Employees in such a way as to cause the displacement or layoff of such Employee as a direct result thereof.

Section 3. The term “displace” as used above means the removal of an Employee from a regularly scheduled shift and/or bid position and replaced with a reserve officer, supervisor, non-sworn civilian or contracted Employee.

ARTICLE 9 - JOB ELIMINATION - LAYOFF - RECALL

Job Elimination: If an Employee's position is eliminated, the Employee will exercise seniority on available, unfilled positions and have immediate bidding rights. If a position that was eliminated is re-established within six months, the Employee who held the position shall be given first opportunity to fill the vacancy.

Should a job close through elimination of the position, the Employee shall be given the opportunity to bump the next junior Employee in the division or section. If there are no junior Employees, said individual shall be placed in the open job, generally identified as B-Shift

Uniform. For the purpose of this Article, a section shall relate to K-9, Hit-skip, and Crime Scene positions or any other future specialized unit.

Layoff: In the event of a layoff of Employees, the order of layoff shall be inversely related to length of service (the last person hired shall be the first person laid off.)

Should the Employer find it necessary to lay off Employees, it shall give the Union notice not less than four weeks prior to the effective date of the layoff of the initially affected Employee. The Employer will inform the Union of the nature of the layoff within three working days of the notice. The Employer, at this meeting, shall provide the Union with a current seniority list of the bargaining unit.

Recall: In the event of a recall to work, the order of return shall be directly related to length of service (the last person laid off shall be the first person returned to work.)

ARTICLE 10 - MANAGEMENT RIGHTS

Section 1. Recognition of Management: The Union hereby recognizes the Employer as having the sole rights 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, layoff, 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 working force; to establish standards and methods; to hire civilians except for patrol and investigative field work; to transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations.

The Employer, 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 Employer 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 the Union, where such rights are expressly set forth in this Agreement. However, nothing in this Agreement shall be construed to limit the authority of the Chief of Police and the Board of Public Safety to exercise statutory powers to discipline other than the provisions of Article 11, Section 2 and Article 7.

Section 2. Rules and Regulations: The Union recognizes that the Employer reserves the rights to establish rules, and/or change existing rules affecting working conditions. All such rules shall be reasonable in content and application. The Union will be furnished a copy of any new or

revised rules, policies, or General Orders affecting Employees at least fifteen days in advance of the effective date.

ARTICLE 11 - DISCRIMINATION

Section 1. The Employer will not interfere with, restrain or coerce Employees because of membership in, or activity on behalf of, the Union. The Employer will not discriminate with respect to hiring, 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, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another Union.

Section 2. The employer will not discriminate against any applicant for employment, or any present or future Employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training transfer, layoff, 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. 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.

ARTICLE 12- UNION SECURITY

Section 1. The Employer recognizes the benefit of a professional union representing its Employees.

Section 2. The Employer recognizes as valid, fair, and equitable the Union's claim that all Employees may have an obligation to pay dues or administrative fees for services rendered on their behalf by the Union, and for their proportionate part of the costs of collective bargaining, contract administration, grievance adjustment, and other duties and services related to the Union being the exclusive representative of the bargaining unit.

Section 3. The Union, on its own and not on behalf of the Employer, may take such action as it may deem appropriate to collect its dues or administrative fees from those Employees who refuse to authorize payroll deductions for or who otherwise refuse to pay the dues.

Section 4. A new Employee may refrain from joining the Union on the grounds of being a religious objector. The religious objector exception, as stated in Section 19 of the NLRA, only applies to Employees who are adherents to "established and traditional tenets and teachings of a bona fide religion, body or sect which has had historically held conscientious objections to joining or financially supporting labor organizations." If an Employee qualifies as a religious objector, the Employee will not be forced to join or pay dues to the Union. However, he/she shall pay to a non-religious, non-labor, charity selected by the Union Board a sum equal to the dues and fees which are required of Employees.

Section 5. It is understood and agreed that the Union shall indemnify the Employer from and against any liability, actions, or cause of action that may result with respect to the provision of this Article, Article Twelve.

ARTICLE 13 - DUES DEDUCTION

Section 1. The Employer will accept a signed dues deduction authorization by any Employee as equivalent to a continuing voucher by such Employee in the amount of monthly dues, or initiation fees or assessments uniformly required by the Union (certified by the Treasurer of the Union as the proper amount) and such authorization shall remain in effect for the duration of this Agreement. However, any such authorization may be revoked by an Employee upon his/her promotion to the rank of Sergeant, and a written notice to the Employer with a copy being sent to the Union.

Section 2. Deduction of Union dues shall be made on the first payday of the month in which the authorization was received and monthly thereafter on the first payday of the month. Deductions provided herein shall be remitted to the Treasurer of the Union no later than the twentieth day of the month in which the deductions were made and shall include all deductions made in that month. The Employer shall furnish, with the deductions remitted, an alphabetized listing of each Employee for whom a deduction is made showing the exact amount of each respective deduction made.

ARTICLE 14 - BARGAINING UNIT INFORMATION

During the term of this Agreement, the Employer, on a semi-annual basis, January and July of each year, will provide the Union with a list giving name, rank, division and unit assignment, and home address and telephone number of all Employees the Union is authorized to represent by virtue of this Agreement.

ARTICLE 15 - UNION REPRESENTATION

Section 1. Upon notice to the Chief of Police or his/her designated representative, authorized agents of the Union shall have access to the Employer's establishment(s) for purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to.

Section 2. The Employer will recognize four committee persons, one of whom shall be designated as Chair of the committee. Negotiations shall be held during normal shift business hours of the Employer. Time spent in meetings set by management for the first fifteen meeting days of negotiations, mediation and arbitration, set by Special Ordinance No. S-156-78, shall be treated as one workday for each such meeting day. Thereafter, such time spent by these individuals shall be compensated on an hour to hour basis. The Employer will accommodate the Union with respect to time off to participate in negotiation sessions.

Section 3. Representatives of the Union shall be chosen from its members who are employed by the Employer. The Employer will recognize shift representatives or their alternate representatives designated by the Union to the Employer in writing. Union representatives shall be afforded such time as needed to carry out their grievance responsibilities. Any shift representative and involved Union member who finds it necessary to leave his/her work station to transact legitimate grievance business may do so after notifying his/her supervisor and being released in a reasonable amount of time. The shift representatives or alternate representatives will notify the supervisor of the legitimate grievance business. The Union agrees to make every effort in the conduct of grievance matters to minimize interference with production and the orderly operation of the Employer, and further agrees that alternates will process grievances only in the absence of the shift representative.

The Employer further agrees that the Employees who file a grievance with the Employer will not be questioned in respect thereto without advising the Employee of his/her the right to Union representation.

Section 4. The Union shall be free to withdraw a grievance at any step of the grievance procedure without prejudice.

Section 5. Designated Union 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 so serving.

ARTICLE 16 – UNION PRESIDENT

Section 1. The President of the Union shall be a full time position, so he/she can conduct Union business. Such business shall include, but not be limited to, contract interpretation, grievance matters and to further promote harmonious relations between the Employer and the Union. While engaged in such matters, the President shall not suffer any loss of seniority or loss of financial remuneration.

Section 2. The President shall continue to be compensated as a full-time Fort Wayne Police Officer employed by the City.

Section 3. The President’s eligibility for promotional examinations shall not be affected by his/her Presidential duties. His/her last evaluations used in the last promotional exam/process prior to becoming President shall be used for any subsequent promotional exam he/she may take.

Section 4. The President shall complete the “Flex Schedule Report,” and submit it to the Office of Professional Standards so an accurate account of his/her hours worked can be accounted for. See attachment “Flex Schedule” for a copy of the form.

Section 5. The President shall continue to participate in weapons qualification and any legally-mandated training. The President shall also continue to conform to Employer rules, regulations, and grooming standards that are not inconsistent with Union activities.

Section 6. The President shall be allowed, if he/she so chooses, to exchange work time with full time, sworn officers of the division he/she was assigned to prior to becoming President, in the event that shift is at minimum count, or below, and an Exchange of Work Time form has been signed by both Employees and the appropriate shift commander.

Section 7. Once the Employee takes office as the Association President, he/she will remain at the pay level he/she were entitled to, concerning shift differentials and special duty pay(s). However, the President shall be entitled to any annual wage increase received by other Employees of the Association. The President may continue to exercise his/her Bid rights, but will not collect extra pay/compensation by doing so. He/she shall also continue to be afforded all rights and privileges provided to other Employees.

ARTICLE 17 - UNION TIME BANK

Section 1. The Employer shall donate 1500 hours annually to a Union time bank, to be used at the discretion of the Union and subject to minimum count(s). This time shall not be carried over from one calendar year to the next; unused time shall be revoked at the end of each calendar year. Any employee may donate non-FLSA earned time to the bank.

Section 2. The Vice-president, Treasurer, and Recording Secretary (Executive Board Members) of the Union may use Union time bank hours even if minimum count(s) would be impacted. This time shall not be carried over from one calendar year to the next; unused time shall be revoked at the end of each calendar year. Employees may donate non-FLSA earned time to the bank.

Section 3. Elected Board Members conducting legitimate Union business may use Union time bank hours even if minimum count(s) would be impacted, so long as the request for such time is made at least fifteen days prior to the date(s) requested off. If an Elected Board Member (not an Executive Board Member) needs to use union time bank time within the fifteen day time period of the day off, it shall be subject to minimum count(s).

ARTICLE 18 – LABOR MANAGEMENT COMMITTEE

The Employer and the Union shall establish a Labor-Management Committee to advance communications on matters of concern to either party. The purpose of the Labor-Management Committee is to foster improved communications and effective problem solving between the Employer and the Union with regard to issues of material concern. The Committee generally serves as an advisory rather than a decision-making body. The Committee shall meet at least quarterly and shall consist of the Chief of Police or Assistant Chief of Police, one Deputy Chief, the Union and one Executive Board Member of the Union, usually the Vice-president. Union counsel and the City's labor counsel may also attend as ex-officio members of the Committee.

ARTICLE 19 - BULLETIN BOARD/DISSEMINATION OF UNION INFORMATION

The Union may utilize department e-mail, in-car messaging, and video technology to disseminate Union information.

ARTICLE 20 - UNION'S RIGHT TO ADDRESS RECRUIT CLASSES

Section 1. The Union shall have the right to address each new recruit class during training. This time shall be established as a regular part of the training schedule and be at least a minimum of one hour.

Section 2. The Union shall be allowed the opportunity to address any newly-hired Employee(s) (lateral or other) prior to, or on, the day upon which he/she is sworn in.

ARTICLE 21 - GRIEVANCE AND ARBITRATION

Section 1. Grievance Defined: A grievance shall be defined as any dispute arising concerning the interpretation or application of this Agreement or with respect to the circumstances and conditions of employment except as otherwise provided in this Article. Grievances may be submitted, as defined, relating to matters contained in this Agreement. Suspensions, dismissals, and reductions in grade cannot be grieved or arbitrated. Any matters governed by statutory provisions regarding suspensions, reprimands, or dismissals shall not be considered grievances and subject to the grievance procedure herein. 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 Employee has the same grievance, two aggrieved Employees, representing all aggrieved Employees, as selected by the Union shall proceed through Step 1 of the Grievance Procedure, as set forth in this Article. The parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of Steps 1 and 2 of the Grievance Procedure, as set forth in this Article. A grievance must be filed within thirty calendar days following knowledge of the action which gave rise to the alleged grievance.

Section 3. Grievance Procedure: The Grievance Procedure shall be as follows:

Step 1. The grievance shall be orally presented by the aggrieved Employee and/or the Employee's shift representative to his/her immediate supervisor. The supervisor must give his/her answer within five working days.

Step 2. If the grievance is unresolved in Step 1, it shall be presented in writing by the aggrieved Employee and shift representative to the aggrieved Employee's immediate supervisor. The Employer must give its written answer within five working days.

Step 3. In the event the grievance is unresolved in Step 2, it shall be forwarded by the Union within five working days to the Chief or his/her designee. Chief or his/her designee, the Union's grievance chairperson and shift representative shall meet within ten working days. To expedite the process, either party may bring additional individuals, including the grievant, to this meeting.

Step 4. If the above procedure is followed and the parties are still unable to settle the dispute, the parties shall submit the issue, within five working days, to a mutually agreed upon local hearing officer, who shall have the authority to resolve the issue.

Step 5. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within fifteen working days following receipt of the local hearing officer's decision, notify the Employer of the Union's intent to arbitrate the dispute.

Step 6. Within five working days, the Employer and the Union shall jointly request a panel of seven arbitrators from the Federal Mediation and Conciliation Service. The Employer and the Union shall split the cost of the first arbitration panel. Either the Union or the Employer can reject one arbitration panel and request a new panel. If a panel is rejected, the party requesting the new panel must pay the cost for the replacement panel. After receipt of the panel of arbitrators, the parties shall meet within five working days, draw lots to determine who shall strike the first name from the list of seven arbitrators, and 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 of provisions of this Agreement, and his decision shall be limited to the particular grievance in question. The answer of the arbitrator shall be in writing unless otherwise agreed on 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.

The Union and the Employer agree that the non-prevailing party shall be responsible for the cost of the officer/arbitrator, including any mutually agreed upon services relating to the hearing or arbitration proceeding, such as the services of a court reporter. However, if the officer/arbitrator finds either the grievance or the defense of the grievance to be frivolous, groundless or unreasonable, the offending and non-prevailing party shall, in addition to the aforementioned cost, be responsible for the prevail party's attorney fees.

Section 4. Time Limitations: All time limits prescribed as set forth in Section 3, Steps 1 through 6, 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 22 - SENIORITY

Section 1. Seniority Defined: Seniority shall be determined by the most recent date of continuous appointment with the Fort Wayne Police Department (FWPD) except as provided in Section 3. Seniority for the purpose of this Agreement shall apply to Employees of the bargaining unit. If two or more Employees have the same employment date with the FWPD, the ranking for seniority shall be based on an alphabetized listing of the Employees by the last name at time of appointment.

Section 2. Probationary Employees: All new appointees and laterals shall be considered probationary Employees for the probationary period established by the Board of Safety pursuant to I.C. 36-8-4-12. This period is generally understood to be twelve months in length: Six months supervised probation; six months unsupervised probation where the probationary Employee is eligible to exercise bid rights. No probationary officer may bid intra-shift unless he/she is bid to a shift.

No probationary period shall be for less than six months unless the Union consents in writing. Probationary Employees shall be excluded from the bidding procedure during the first six month period of their probation. This includes any extension of their field training by the Chief unless mutually agreed upon by the Union and the Employer. This limitation on bidding does not limit the authority of the Chief and the Board of Safety to establish periods of probationary appointments under I.C. 36-8-4-12.

Probationary Employees shall be granted time off for holidays, accrued compensatory time, and accrued personal days under the same provisions as all bargaining Employees.

A "lateral transfer" Employee may be moved to First Class pay status at the discretion of the Chief of Police any time during the first year; however, such a move does not terminate the Employee's probationary status.

Section 3. Termination of Seniority: An Employee's seniority shall be broken when he/she:

- A. Quits and is not reappointed within a period of six months after the date of resignation;

- B. Is laid off for a period of twelve consecutive months; or
- C. Is discharged for just cause.

Section 4. Leave of Absence: All leaves of absence shall be governed by State law, specifically I.C. 36-8-5.

Section 5. Seniority List: The Employer shall provide the Union with a copy of an updated seniority list after appointment of each new class or Employee.

ARTICLE 23 - JOB TRANSFERS, OPENINGS and BID PROCEDURES

Section 1. Job Vacancies: An opening occurs, for bidding purposes, through normal attrition, promotion, or other vacancies. Eligible Employees shall be entitled to bid on any opening in any and all divisions of the Fort Wayne Police Department and the job shall be awarded on the basis of seniority, subject to the limitations of exempt position(s).

A. If a bid position is vacated by an Employee who leaves to go to another position; the vacated bid position shall be posted for bid no later than sixty calendar days after it was vacated, unless the Union is notified that the position is eliminated.

B. Uniform Patrol services within a Division are defined as the following boundaries of the existing Area Partnerships. The Northwest Division includes police districts A, B and C; the Southwest Division includes police districts I, J, K and L; the Southeast Division includes police districts M, N and O; and, the Northeast Division includes police districts E, F and G.

C. The City and the Union agree that at least the following patrol units shall be standing secondary union bid patrol cars within the uniform patrol services within any Division:

<u>N/W Division:</u>	<u>N/E Division:</u>
“A” District = one	“E” District = two
“B” District = one	“F” District = two
“C” District = one	“G” District = two
<u>S/W Division:</u>	<u>S/E Division:</u>
“I” District = one	“M” District = two
“J” District = two	“N” District = two
“K” District = one	“O” District = one
“L” District = one	

D. As annexed areas are brought into the City, management will agree to bid one union bid car in any new district, for each shift. Additional units may be bid at management's discretion.

E. Posted openings (including but not limited to K-9, Crime Scene Technician, hit-skip) shall be bid within the respective unit before being bid Department wide.

F. Seniority bids shall be used in the Investigative Division for section work on all shifts, except for Crimes Against Persons (aggravated battery, armed robbery, career criminal squad, child abuse/neglect, cold case squad, domestic violence, elder abuse, harassment, homicide, and sex crimes). However, any Employees bid into those positions as of December 31st, 2004 shall be grandfathered into their bid position.

G. The Juvenile Aid Bureau is a section of the Investigative Division. Juvenile Aid detectives shall work those crimes where juveniles are considered the perpetrators or other work routinely assigned to the Juvenile Aid Section. The Juvenile Aid Section shall be included in the Investigative Division's "A" shift minimum count for weekend duties and Holiday assignments only. When working weekend duty, Juvenile Aid detectives will take on all types of investigations, not just occurrences involving juveniles.

H. All job vacancies/bids are considered to have been successfully awarded on the posted date the new position is scheduled to begin. Bids that have been awarded and are rescinded within fifteen days of the posted start date may be awarded to the next senior person. Approximately one month prior to a probationary Employee completing his/her field training duties, bids in the amount up to but not exceeding the number of Employees anticipated to be coming off probationary status shall be open intra-shift. After such intra-shift bids have been made, those intra-shift jobs not bid upon shall be open department-wide. Such bidding shall continue until no Employee is left placed to a shift.

I. Jobs held by probationary Employees shall be open to bid by all Employees upon completion of the probationary Employee's field training period or any extension thereof.

J. Nothing in this Agreement shall prevent management from creating new job classifications or extending or decreasing existing job classifications, provided each new job classification covered under this Agreement is posted for bid (where applicable) in accordance with the bidding procedure herein.

K. Attached hereto, as part hereof, is the Organizational Chart of the Fort Wayne Police Department. Any subsequent changes made by the Employer shall not in any fashion adversely affect or infringe upon the bidding rights of Employees as set forth in the Agreement.

L. Upon a job deletion or opening by management, after one department wide bid, the more junior Employee may be required to fill the open job. If such inverse selection occurs, that Employee shall be considered bid to that shift and therefore open to all benefits of such position.

Section 2. Job Bidding: Bid Procedure: Bids shall be posted and remain open on all Police Department bulletin boards for seven consecutive calendar days for department-wide bids, and five consecutive calendar days for intra-shift bids. Persons to accept bids will be the Shift Commanders. Employees must bid in person by signature and shall receive a receipt to show that a bid has been placed. The Employee will retain the original and the shift commander or commander of the day issuing the receipt shall forward the copy along with the bid at the time the bids close to the Chief of Police or his designee.

An Employee may remove his/her name from the bid by appearing in person to the Shift Commander during working hours with his/her receipt during the seven days while the bid is open. The Union steward may act on behalf of an Employee on any bidding procedure, provided written authorization is furnished. A bid shall be considered awarded upon the effective starting date of the position. However a bid may also be withdrawn at any time prior to the effective starting date.

Unsuccessful bids shall not be counted against the Employee's allowed number of bids. An Employee may bid on more than one job, but not more than three jobs simultaneously. An Employee may not exercise bidding rights while under departmental suspension in excess of thirty days.

Employees shall exercise bid rights in a two-phased format: The Employee's initial bid when moving from one division to another shall be a simultaneous bid for division, shift, and/or bureau. Once successfully awarded a bid for division, shift, and/or bureau, the Employee may exercise a secondary bid right on section or specific job classification as herein identified.

All Employees shall have the right to two awarded bids during one calendar year.

If two Employees apply for the same opening and they have identical seniority dates, then the system prescribed in "Seniority Defined," based on an alphabetical list, shall prevail.

Section 3. Bid Award: An Employee who has been awarded a bid under this Article shall have the right within fifteen calendar days from the designated start date to decide whether or not to return to his/her previous primary/secondary bid/job. The Employer may use temporary assignments for those positions that need to be filled within such fifteen calendar day period. The Employee shall have his/her final evaluation before his/her fifteenth calendar day, or within fifteen calendar days after successful completion of specified training as stated in the job bid. A thirty calendar-day extension shall be granted either side upon written notice, and both sides' rights will also be extended. If, as a result of such evaluation, the Employer reasonably believes that the Employee is not able to perform satisfactorily or is unable to perform, the Employee will return to his/her former primary/secondary bid/job, and will retain all bid rights. The Employee has the right to dispute management's evidence and appeal the decision to the Board of Safety.

ARTICLE 24 – MOTORCYCLE OFFICERS

If during the course of this Agreement the administration shall reopen this job classification the language contained in Article 24 (Motorcycle Officers) in effect on December 31, 2013, will take effect in this Agreement as if fully stated herein.

ARTICLE 25 – K-9 OFFICERS

Section 1. Openings within the K-9 section shall be bid within the K-9 section before being bid Department wide.

Section 2. Employees already in the K-9 program, or bidding for a position as a K-9 officer held within the prior year (12 months) from an abolished position shall be exempt from sections 2 and 3 of this Article.

Section 3. Selection Process: The following shall be considered in the selecting of a new K-9 officer.

- (a) The Employee shall, as a minimum qualification, pass the ILEA Fitness Indicator Test (F.I.T.). The F.I.T. score will be used only for bidding purposes, for K-9 positions.
- (b) The F.I.T. qualification will be given to the any/all Employees interested in bidding for a K-9 position every year. The standards required by the ILEA F.I.T. are as follows:
 - 1.5 mile run: 16minutes 28 seconds or less
 - 300 meter run: 71 seconds or less

- Push ups: 25 or more without resting
- Sit ups: 29 or more in one (01) minute or less
- Vertical jump: 16 inches or higher

This test is pass or fail; failure to meet or exceed the standards in any one event shall constitute a failure of the entire test.

- (c) The Employee must have a primary residence in Allen County, with adequate space available for the housing of the animal.
- (d) The Employee and his/her family shall be interviewed by a K-9 Sergeant or if none, the K-9 trainer. The interviewer shall make recommendations, in writing, to the Chief of Police as to the Employee's and his/her family's suitability for the K-9 program, addressing any concerns about the candidate's ability to care for and maintain the K-9 animal.
- (e) Interviews shall be conducted with the neighbors immediately surrounding where the prospective K-9 officer lives. This is to measure the neighbor's reaction(s) to the Employee housing a K-9 animal.
- (f) The Employee shall be allowed to review the report/recommendation made to the Chief by the K-9 Sergeant or K-9 trainer. If the candidate so desires he/she may submit a rebuttal of the report/recommendation for the Chief's consideration.
- (g) All other matters being equal, the K-9 position(s) will be awarded to the Most Senior Employee.

Section 4. Bidding: K-9 positions will be assigned to the uniform patrol sections of the four Divisions on A, B, and C shifts and shall be bid each time as a Primary Bid only. K-9 positions are unique and shall never be force-filled by inverse seniority, or by Employees not bid into the positions. The successful bidder may be required to meet certain specifications after obtaining the bid, such as successful completion of a field-related school, a time commitment to remain in the job, etc. Such specifications must be submitted to the Union for review, must be clearly stated in the bid when it is posted, and must be relevant to the posted job. No such position shall be filled if there is a pending grievance challenging the specifications.

Section 5. At the end of each seven day cycle, the K-9 Employee shall receive four additional hours. The reason for the additional hours will be designated as "K-9 Maintenance and

Care.” The K-9 maintenance and care time shall be paid based upon the Employee's regular hourly rate.

Section 6. The Employer and the Union agree that at a minimum, there shall be one K-9 Employee bid for the north side and one K-9 Employee bid for the south side of the City, per shift.

Section 7. If at any time, during this Agreement, a K-9 position is eliminated or abolished the affected Employee(s) will be returned to the open billet, generally defined as B shift Uniform.

Section 8. K-9 Employees are not part of a shift's daily personnel minimum count. Furthermore, a K-9 Employee is not considered into a shift's daily personnel minimum count for any contractually designated holiday regardless of the K-9 officer's shift seniority. A K-9 Employee shall be permitted to exchange work with any other Employee who has been assigned to work a holiday due to inverse seniority. However, in that circumstance, the K-9 Employee will count toward minimum shift count and concentrate his/her primary area of patrol to a specific district as designated by the shift commander unless dispatched to another area of the City.

ARTICLE 26 – HIT-SKIP OFFICERS

Section 1. Employees bid into Hit-Skip are under Special Operations command or the command designated by the Chief of Police.

Section 2. There shall be at least three Hit-Skip Employees.

Section 3. Employees bidding into Hit-Skip after December 31, 2004 shall work a five days on and two days off, Monday through Friday schedule, at eight hours per shift. Employees assigned to Hit-Skip may be required to work specific events that may fall outside their normal shift hours. These events may include, but not be limited to parades, specific holidays, funeral and/or dignitary escorts. Hit-Skip command shall make every effort to notify Hit-Skip Employees of any upcoming event as soon as possible. These events, worked outside of shift, shall be compensated at a rate of time and one-half (paid compensation). Any Hit-Skip Employee working on his/her regularly scheduled day off as a result of the application of this section shall also receive the day back (8.0 hours for each regularly scheduled day off worked).

Section 5. Due to the investigative nature of the Hit-Skip section, any Employee bid into Hit-Skip shall receive the Detective bonus.

ARTICLE 27 – CRIME SCENE OFFICERS/TECHNICIANS

Section 1. The Employees bid into Crime Scene shall fall under the command of the Investigative Division.

Section 2. Openings within Crime Scene section shall be bid within the Crime Scene section before being bid Department wide.

Section 3. The normal work week for the Employees bid into the Crime Scene section after December 31, 2004, shall be five days on and two days off. Those Employees assigned to “A” shift shall work the hours of 0800 through 1600. Those Employees assigned to “B” shift shall work the hours of 1600 through 2400. Those five day Employees assigned to Mid-shift shall work the hours of 1800 through 0200. Wednesday shall be established as the pivot or swing day. Employees who bid into the Crime Scene section prior to January 1, 2005, and are assigned to “B” shift shall work the hours of 1400 through 0000. Employees bid into Crime Scene prior to January 1, 2005 and are assigned to “Mid-Shift” shall work the hours of 1600 through 0200.

Section 4. The successful bidder, after a department wide bid, may be required to meet certain specifications after obtaining the bid. Such specifications must be submitted to the Union for review, must be clearly stated in the bid when it is posted, and must be relevant to the posted job. No such position shall be filled if there is a pending grievance challenging the specifications.

Section 5. Any Employee leaving a Crime Scene Technician position during this Agreement for reasons cited in Section 4 of this Article or due to the elimination of a position shall be assigned to the open billet, generally defined as B shift Uniform.

Section 6. The call out team for Crime Scene shall consist of two team members and one supervisor. The on-call rotation shall be for a two week period. Those Employees on-call to respond to a homicide team page shall receive four hours of time back for their primary on-call week and four hours for their back-up on-call week, which time shall be used consistent with Article 42, Section 2.

ARTICLE 28 - STAFFING FOR SPECIAL EVENTS

Special Events are defined as those activities of regular occurrence that necessitate personnel redeployment, and cannot be staffed from the use of on-duty personnel causing the count to go below minimum.

The Chief shall bid any special events at least forty-five days in advance of the event. The list of awarded bids and inversed Employees (if any) for the special event shall be posted no later than fifteen days prior to the event. The Chief shall notify the Union of the identity of, dates of, and necessity for "Special Events" scheduling anticipated for the year, by March 1st of each year, or within fifteen days after the Chief receives notice of the rescheduling of an event if that notice is received after February 18th of that year. Staffing for Special Events shall be accomplished as follows:

- A.** Movement within the uniform sections shall not disrupt normal staffing. Minimum counts of the uniform personnel will be maintained at levels established by management and may not be increased by more than two during the time period that a Special Event is taking place.
- B.** By bidding the assignment for work.
- 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 union inverse seniority shall be utilized to provide staffing levels established by the Chief. Employees working a full shift the day of the event will be excluded from the inverse list as will those Employees on a one time bid vacation.
- D.** Only Employees working in an undercover capacity are exempt from inclusion in the inverse seniority selection process.
- E.** Employees who work such events, either by bid or inverse, shall receive paid time and one-half. If an Employee is inversed on his/her day off he/she will receive the day back for being inversed if the Special Event last more than four hours.
- F.** Any Employee working a Special Event that lasts more than four hours on a holiday will receive the holiday compensation (the pay for that holiday and the holiday day back). If an Employee is inversed to work a holiday he/she will not be subject to being inversed that same day for a Special Event even if he/she exchanged work with another Employee.
- G.** Any Employee assigned to a Special Event by call out shall receive the Special Event compensation pay for actual hours worked as well as the call out pay as detailed in Article 42.

- H. To determine the rate of pay for time and one-half compensation, the Employee's base salary, shift differential, longevity pay and specialty duty bonuses, shall be divided by 2080.
- I. Time off shall be granted during all Special Events above minimum counts.
- J. Bidding to work a Special Event shall be awarded by seniority.
- L. In an instance where Bicycle certified Patrol officers are used for a portion of a special event's staffing, no more than fifty percent of the staffing shall be bid as such, i.e., if ten Employees are needed for an event, no more than four shall be bid specifically for Bike Certified Employees according to the policies and procedures of the Fort Wayne Police Department Bicycle Patrol Policy.
- K. Any Employee assigned to a Special Event that is required to work beyond his/her normal shift will continue to receive the same compensation that he or she was receiving during his/her shift while working the Special Event, or as provided in Article 41, whichever is greater.

ARTICLE 29 - TEMPORARY ASSIGNMENT(S) AND UNBID POSITIONS

The Employer has the right to assign work to its Employees and seniority shall not be construed to restrict the Employer in requiring an Employee in one classification from doing any work temporarily in any other classification. Temporary reassignment of a job classification is any assignment that moves an Employee from his/her bid position, at management's discretion. No more than six temporary assignments will be used at any one time unless agreed to by both the Union and management in writing.

An Employee shall be permitted to serve no more than ninety calendar days on temporary assignment within any calendar year. There will be no limit on the number of assignments so long as the total calendar days do not exceed ninety days. Temporary reassignment of a job classification shall not be used to avoid the bid system. However, one Employee shall be permitted to serve 160 consecutive days at the Fort Wayne Police Academy for the purposes of a instructing a recruit class. This Academy position shall count towards the restriction of six temporary assignments being used at any one time.

Temporary reassignment of a job classification among uniform personnel for motorized patrol or foot patrol shall be accomplished with primary consideration for coverage of patrol districts and minimum reassignment of on-duty patrol Employees to accomplish coverage.

Inverse seniority shall be the determinant factor in assigning desk duty, supply room duty, and any guard duty unless a senior Employee requests such duty. Unbid and/or unassigned Employees placed on a shift will always be first moved, regardless of seniority.

Movements and/or reassignments within a shift to accomplish motor, guard duty, desk duty, supply room duty, bicycle patrol and/or foot patrol are not considered a temporary assignment. These movements or reassignments shall be done by inverse seniority unless a senior Employee requests such duty.

ARTICLE 30 – EXEMPT POSITION(S)

Section 1. Fifteen percent of the bargaining unit may be assigned, at the discretion of the Chief of Police, so long as the Employee accepts the position, to an exempt position within the Chief's Complex (which includes all exempt positions). All Employees assigned to these positions in the Chief's Complex can be assigned only through the use of exempt positions. Employees shall not be assigned to the Office of Professional Standards, to be used in Internal Affairs capacity. The Chief shall have the discretion to determine the number of exempt positions and the number of bid positions within Vice & Narcotics and the Police Academy.

Section 2. The fifteen percent number shall be determined July 1 of each year, and 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. This fifteen percent number shall be determined July 1 of each year. Any required reduction of exempt assignments shall be completed by September 1 of the same year.

ARTICLE 31 - DISCIPLINE

Section 1. Employees are responsible for fulfilling job requirements and are subject to disciplinary action for failure to do so. However, no Employee shall be reduced in pay or position, suspended, discharged, or subjected to disciplinary action except for just cause.

Section 2. Progressive discipline shall take into account the circumstances surrounding the incident, the nature of the violation(s) and the Employee's record of discipline.

Section 3. In all disciplinary hearings or proceedings, the Employee shall be presumed innocent until proven guilty. This presumption does not increase the Employer's burden to establish just cause in any disciplinary action.

ARTICLE 32 – JOB REASSIGNMENT/UNSATISFACTORY PERFORMANCE

Section 1. Job reassignment for unsatisfactory performance will be made based upon documented evidence that the Employee has been counseled and assisted to overcome any inadequacy. An inability to perform his/her bid position, which may be causing the unsatisfactory performance, can be the determining factor for the reassignment. If it is deemed an Employee does not have the ability to perform his/her bid position the Employee will be removed from the position and will be move to and the open billet, generally defined as B-Shift Uniform.

ARTICLE 33 – OUTSIDE/OFF-DUTY EMPLOYMENT

Section 1. Off-duty employment options shall take effect when an Employee completes his/her supervised probation.

Section 2. Off-duty employment governed by the employer is understood to mean law enforcement related off-duty employment.

Section 3. In the event an employment opportunity arises at such a time when it is impossible to obtain the proper paperwork, outside of normal administrative business hours, a command officer, lieutenant or above, may approve such employment. The regular procedure for approval must be utilized when the employment is continued into regular administrative hours where the Employee can get the proper paperwork for said outside employment.

ARTICLE 34 – POLITICAL ACTIVITY

Section 1. The City shall not prohibit an Employee from or discriminate against his or her engaging in political activities or campaigning while off duty, provided that the Employee does not violate the Indiana Code concerning political activity in uniform, IC: 3-14-1-6.

Section 2. No Employee shall be prohibited from engaging in, or be coerced or required to engage in, political activity.

ARTICLE 35 - POLICE RESERVES

Section 1. The duties of the Fort Wayne police reserves shall be the same as regular Fort Wayne police officers except that they shall not be dispatched as the primary investigating unit for personal injury accidents, felony incidents including, but not limited to, burglary/robbery, homicides, rapes, shootings, suicides, and stabbings. However, they may be dispatched to secure any scene and assist the primary investigating unit.

Section 2. Police Reserves shall work out of the Uniform Division(s) and their work may include assigned selective traffic enforcement (i.e., radar operations, etc.) when equipment is available and only after on-duty personnel have been advised of and fail to volunteer for said assignment in their quadrant(s). Reserves will not be used by any exempt position program unless regular officers have been advised of and fail to volunteer for such programs in their quadrant(s).

Section 3. The total complement of the Fort Wayne Police Reserves shall not exceed twenty percent of the total authorized strength of the Fort Wayne Police Department. A copy of the Reserves roster shall be furnished to the Union annually.

Section 4. Reserve Officers shall be allowed to exchange work time with full time, sworn uniform officers, in the event his or her shift is at minimum count, or below, and an Exchange of Work Time form has been signed by both Employees and the appropriate shift commander. This exchange with Reserve personnel shall be on a one for one or two for one basis, depending on the classification of the Reserve Officer(s). One Class One Reserve officer for one full-time officer or two Class Two Reserve officers for one full-time officer.

Section 5. No member of the Fort Wayne Police Reserves shall be permitted use of the Police Reserve uniform, weapon, Police Reserve identification card, or Police Reserve badge for purpose of employment, with or without pay, outside the official operations of the Fort Wayne Police Department or for employment to provide private security to any business, group, or individual within the City, with the exceptions of Fort Wayne Community Schools and City Council meetings. Violations of this section are cause for dismissal from the Reserve force.

ARTICLE 36 - HOURS OF WORK

Section 1. Except as hereinafter provided, the normal work week of Employees represented by the Union shall consist of four days on and two days off at eight and one-half hour shifts. The uniform Employees assigned within the separate Division's shall be split into

three standing shifts designated as A, B, and C. The hours of "A" shift shall be 0600 through 1430, the hours of "B" shift shall be 1400 through 2230, and the hours of "C" shift shall be 2200 through 0630.

Section 2. The normal work week for "A" shift (days) and "B" Shift (evenings) in the Investigative Division, shall be five days on and two days off, Monday through Friday, at eight hour shifts. Employees assigned to "A" shift, Investigative, shall work the hours of 0800 through 1600. Employees assigned to "B" shift, Investigative, shall work the hours of 1500 through 2300. The Employees assigned to "C" shift shall work the hours of 2300 through 0730. Furthermore, Employees working "C" shift hours will work a four on and two days off work week.

Section 3. Weekend Duty: In the event that Employees whose work week is Monday through Friday, in eight hour shifts, are required to provide coverage for the weekend (Saturday and Sunday). Those Employees shall take one day off in the work week prior to the weekend and one (1) day off in the work week following the weekend at the Employee's discretion, subject to meeting minimum counts.

Detectives in the Investigative Division working on a weekend day that is a holiday shall receive, in addition to their regular salaries, the holiday back and be compensated at the rate of paid double time for the day that is the Holiday.

Section 4. For Employees assigned to exempt positions the hours of work shall be at the discretion of the Chief of Police.

Section 5. The Chief of Police shall have the right to temporarily change normal working hours, due to emergency situations.

Section 6. When a problem or specific situation arises, it may be handled by allowing Employees to flex their shift time. This shall be accomplished by allowing Employee to "flex" their hours by no more than two hours either at the start or end of their shift. This shall only be done after the Employee, Supervisor, Shift Commander, Deputy Chief, or Chief has developed a specific plan to address the problem or situation.

The plan must be approved by at least one of the following, an on shift Supervisor, Shift Commander, Deputy Chief, or the Chief of Police, having the authority to allow the Employee(s) the ability to flex hours.

No make work assignments or assignments set into place only for the purpose to allow Employee(s) to flex time, for school(s); child care, sport games, physical fitness, or the like shall

be permitted. Nor shall any assignment be allowed if they would impact shift minimum counts. No shift time(s) shall be flexed unless the Employee(s) involved specifically approves and/or accepts the flexing of their normal shift hours; it is solely the Employee's discretion.

ARTICLE 37 – HIRE BACKS

Section 1. In the best interests of the Employer, the community, as well as the safety of Employees, the Employer will maintain a sufficient number officers within the Police Department as well as a minimum staffing level for work shifts/sections. It is agreed to, by the Union and the Employer, that in order to achieve this goal, it shall be necessary from time to time, to "hire back" patrol officers in order to satisfy any minimum count level established for work shifts/sections.

Section 2. Whenever the, minimum staffing level, within the uniform patrol section, falls below the required minimum level, the Employer shall be required to hire back a sufficient number of patrol officers necessary to bring the staffing level up to the minimum count. The hire backs will start at two below the minimum count. When hire backs are necessary, the Employer shall hire back for full shifts.

Section 3. The Employer shall be required to start seeking the necessary manpower to satisfy the provisions of this Article as soon as it is evident that Employees will have to be hired back for reasons such as, but not limited to, illness, work-related injury, training, administrative days off, and/or bereavement leave.

Section 4. If the level of staffing shall fall below two the minimum count in the uniform patrol shifts of a Division, on a given patrol shift or for weekend duty in the Investigative Division, staffing back to the minimum shall be filled by seniority.

This shall be done by a posted department wide bid(s) if the shortages is in the uniform patrol sections, and known at least twenty-four hours prior to the need for a hire back.

If the shortage is a short term notice, less than twenty four hours, announcement(s) shall be made by use of the North, South, and Investigative police radio channels, as well as the in car messaging system.

If a staffing shortage(s) occurs in the Investigative Division for weekend duty, it shall be posted Division wide, if known at least twenty-four hours prior. If the shortage is a short term notice, less than twenty four hours, announcement(s) shall be made in Investigative Division.

Section 5. Employees hired back to satisfy the minimum requirements of this Article shall be paid at a rate of time and one-half his/her normal rate of pay.

ARTICLE 38 - HOLIDAYS

Section 1. The following eleven (11) days shall be holidays for Employees:

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

Section 2. For purposes of awarding holiday compensation, those Employees who are scheduled to work on the national day of observance for Martin Luther King and Memorial Day shall receive the holiday pay. All other holidays shall be observed on the actual day of the holiday. Employees on regularly scheduled days off shall not be subject to holiday scheduling. Minimum count 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 day period beginning forty-five days prior to the holiday. Any requests for holiday work after fifteen days prior to the holiday shall be filled on a first come-first served basis.

In the event there are not sufficient Employees bidding to work on the holiday in order to meet the minimum staffing level as established by the Chief of Police, inverse seniority (excluding those Employees regularly scheduled off) will be used to fill the required level.

The Employer shall post the completed work schedule for each holiday at least seven 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 time and one-half. Additional hours worked on a holiday outside of the employee's regularly scheduled shift shall be compensated at the rate of paid double time for any such additional time worked to the next quarter hour.

Section 4. Detectives in the Investigative Division working on a weekend day that is a holiday, shall receive in addition to their regular salaries, the holiday back and be compensated at the rate of paid double time for the day that is the Holiday.

Section 5. The following holidays will be classified as Super Holidays, and shall be compensated at the rate of paid double time for those actually working the holiday:

- A. Thanksgiving Day;
- B. Christmas Eve;
- C. Christmas Day;
- D. New Year's Eve; and
- E. Independence Day

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

Section 6. Holidays must be taken as a whole day.

ARTICLE 39 - MINIMUM STAFFING

Section 1. In the best interests of the Employer, the community, as well as the safety of Employees, the Employer will maintain sufficient number of officers within the Police Department and a minimum staffing level for work shifts. In order to achieve that goal, it shall be necessary from time to time, to "hire back" patrol officers in order to satisfy minimum count levels established.

Section 2. Without diminishing the right of the Police Chief to establish work levels, it is agreed that minimum staffing levels shall be posted and the methods used to establish such minimum levels shall be explained in writing to the Union.

Section 3. On the day after Thanksgiving, the minimum count for five-two and four-three Employees shall be one-half the normal minimum count for all sections involved. Minimum staffing levels will be provided the Union on May 1 and October 1 of each year. The October 1 minimums will show any fluctuating minimum counts for the winter months.

Section 5. An Employee who serves in the National Guard or United States Reserve over fifteen days shall not count towards or negatively impact the shift count in their Division, Section, or Working unit.

Section 6. Employees being temporarily "floated" to another district due to manpower issues shall be floated on the basis of seniority before any of those bid to the shift. No other means to determine "float" status shall be used. Employees occupying a Union bid car shall not be required to float. Employees not bid to the shift shall be required to float before Employees who are bid to the shift regardless of seniority.

ARTICLE 40 - EXCHANGE OF WORK TIME

Section 1. All officers shall be allowed to exchange work time with other officers the same like work, i.e. uniform personnel/investigative personnel, for any day up to 160 hours for a five and two rotation and 170 hours for a four and two rotation (twenty days of exchange time for each work group). Holidays are excluded from these limits.

Section 2. Any Employee inversed on a holiday may exchange with an Employee who is on a regularly scheduled day off. To exchange work, an Exchange of Work Time form must be signed by both Employees and the appropriate shift commander. An Employee exchanging work would then be given all the holiday days and pay for exchanging said work. Those hours earned shall be placed in the NFLSA time bank. Only one holiday day back will be placed in the NFLSA time bank.

Section 3. Reserve Officers shall be allowed to exchange work time with full time, sworn uniform officers, in the event his or her shift is at minimum count, or below, and an Exchange of Work Time form has been signed by both officers and the appropriate shift commander. This exchange with Reserve personnel shall be on a one for one or two for one basis, depending on the classification of the Reserve Officer(s). One Class One Reserve officer for one full-time officer or two Class Two Reserve officers for one full-time officer.

ARTICLE 41 - ADDITIONAL WORK/OVERTIME COMPENSATION

Section 1. Employees who are, in the course of their duties, required to perform beyond their regularly scheduled hours of work (shift), shall receive one hour compensatory time for each hour worked outside of shift, calculated to the next quarter hour, unless the hour worked qualifies for FLSA compensation, holiday compensation, Court time compensation or special event compensation.

For purposes of complying with the FLSA and particularly Section 207 (k) of said Act, the following work periods are declared:

A. For Employees on a four-two schedule (eight and one-half hours per shift), a work period of seven consecutive days beginning each A-Shift on Sunday is hereby established. For such Employees, FLSA overtime compensation shall be earned at the rate of one and one-half hours for each hour worked over forty-two and one-half hours during a single work period, calculated to the next quarter hour.

B. For Employees on a four-three schedule (ten hours per shift), a work period of seven consecutive days beginning each A-Shift on Sunday is hereby established. For such Employees, FLSA overtime compensation shall be earned at the rate of one and one-half hours for each hour worked over forty hours during a single work period.

C. For Employees on a five-two schedule (eight hours per shift), a work period of seven consecutive days beginning each A-Shift on Sunday is hereby established. For such Employees, FLSA overtime compensation shall be earned at the rate of one and one-half hours for each hour worked over forty hours during a single work period, calculated to the next quarter hour.

Section 2. "Hours worked" as used in the FLSA compensation base include hours actually worked, i.e. compensatory hours used, PBA leave time for other than conventions and seminars attended on behalf of the PBA, and paid holidays. "Hours worked" as used in the FLSA compensation base does not include the following time-off: vacation days, sick days, bereavement leave, or personal days.

Compensatory time, FSLA or Non-FLSA, may be taken two hours at a time, provided the minimum number of personnel on the shift is maintained.

Section 3. If a member of the bargaining unit on C shift, or any other member directed by command, is required to bring his/her police vehicle in for repair outside of normal working hours, then he/she shall be compensated for his/her time under this article. 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 garage or repair shop.

ARTICLE 42 - CALL-OUT BONUS

Section 1. If called out as a special unit, Employees shall receive a bonus of two paid hours for each call-out that both begins and ends outside the Employee's shift, or a bonus of one paid hour for each call-out that either begins or ends outside the Employee's shift. There must be one hour separating call-outs. Employees shall receive, at the minimum, one paid hour for additional call-outs that occur during the one hour separation.

Section 2. An Employee who is required to respond to a homicide team page shall receive an eight hour day back. Such day must be used in the calendar year in which it is earned (subject to the recognized exceptions for such time earned late in the calendar year). If any such days are earned and not used in time those days are forfeited. Crime Scene's eight hours shall be divided between the two week on call status (four hours for the first week and four hours for the second week).

ARTICLE 43 - COURT TIME COMPENSATION

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

- A. Employees shall receive a minimum of one hour for time spent in Court, paid at straight time even if that actual time is less than one hour, per appearance, not per subpoena. For any additional time after the initial first hour, employees shall be paid at double time for the actual time spent in Court.
- B. Employees shall receive one hour paid travel time. A minimum of thirty 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 employees on-duty hours, travel time will not be paid for that second appearance.

ARTICLE 44 - TRAINING BONUS

Section 1. While engaged in training, a training officer or alternate or other as defined below shall receive one and one-half hours of pay for each day of training.

Section 2. If no training officer or no alternate is available, no Employee shall be ordered to train any other Employee. It shall be left entirely to the discretion of a given Employee to train

another. If no training officer or alternate is available, an Employee electing and assigned to train another Employee shall receive the training bonus.

Section 3. The training bonus shall not be limited to the patrol division. If an Employee is bid to another section that requires job specific training, the Employee who trains him/her shall receive the training bonus.

ARTICLE 45 - VACATIONS

Section 1. Employees shall be granted an annual paid vacation, within the calendar year, in accordance with the following schedule based on length of continuous service with the City of Fort Wayne.

<u>Years of Service to Be Completed</u>	<u>Vacation Days Per Year</u>
<u>During Calendar Year</u>	
0 - 6 months probationary period	None
6 months thru 1 year	7 days
1 year thru 3 years	12 days
4 years thru 5 years	18 days
6 years	19 days
7 years	20 days
8 years	21 days
9 years	22 days
10 years	23 days
11 years	24 days
12 years	25 days
13 years	26 days
14 years	27 days
15 years	28 days
16 years	29 days
17 years	30 days
18 years	31 days
19 years	32 days
20 years	33 days

Section 2. All vacation days shall be one day, regardless of length of the work shift as worked by the Employees.

Section 3. During January of each calendar year, Employees may make two individual requests for from four to fifteen days for those on a five-two rotation and two to sixteen days for those on a four-two rotation. The days taken must be consecutive vacation days taken during the calendar year ("Preferential Bid"). Should two Employees submit requests for the same consecutive vacation days, the request submitted by the most senior Employee shall be honored. Submitted requests shall be granted to the most senior Employee first on the primary bid (first bid) and secondary bid (second bid) respectively through to the most junior Employee for the entire year. If an Employee's primary and secondary bids are denied, said Employee shall have the right to submit one additional primary bid to be awarded pursuant to minimum count. The Employee shall be required to submit such bid within fourteen days of the denial of his/her first two bids. Once approved, such request shall continue to be honored regardless of transfer, and may not be changed or rescinded without the written permission of the Chief of Police or his/her representative.

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

B. After fifteen days, vacations shall be granted on a first come-first served basis. Vacation requests of two or more days shall be granted for the entire block of time requested.

Section 4. Employees shall be permitted to use vacation, personal days, or holidays (where applicable) during a 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 days may be taken two at a time, provided the minimum number of personnel on the shift is maintained.

Section 5. Employees may sell back up to five vacations days; however, the officer must notify the Chief of Police in writing by April 15th of the current year of his/her intention to sell back said time. Payment will be made the first pay period after January 15th of the following year.

ARTICLE 46 - PERSONAL DAYS

Section 1. Employees shall be entitled to eight personal days per year to use at their discretion, subject to minimum count. Personal time may be taken one hour at a time.

Section 2. Employees 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. This day must be taken as a whole day, and if it is not used during the year it shall not be carried over as non-FLSA time.

ARTICLE 47 – BEREAVEMENT LEAVE

Bereavement leave shall be granted as follows:

- A. Eight days, exclusive of days off, in the event of the death of the following family members: parent, step-parent, spouse, child, stepchild, and domestic partner.
- B. Five days, exclusive of days off, in the event of the death of a member's immediate family: grandparent, spouse's parent, brother, sister, step-brother/sister, half-brother/sister, son/daughter-in-law, and grandchild.
- C. Three days, exclusive of days off, in the event of the death of a aunt, uncle, brother-in-law, sister-in-law, or spouse's grandparent. In the event an Employee requests additional days, up to four, or days to complete a work rotation off he/she shall be granted such time, not subject to minimum count, when the Employee has sufficient unused personal days, vacation days, or compensatory hours to take such days.
- D. Bereavement leave will begin no later than the day of the viewing of the family member. Documentation of funeral must be provided by the Employee upon the request of the Employer.
- E. Domestic Partners, as defined in this Agreement, are entitled to bereavement leave as spouses under this Article.

ARTICLE 48 – FAMILY AND MATERNITY LEAVE

Family and medical leave will be in accordance with the Family and Medical Leave Act of 1993 as amended and the regulations promulgated thereunder. See www.dol.gov/whd/fmla.

ARTICLE 49 - MILITARY LEAVE

Section 1. Employees who are eligible to take a leave of absence under State or Federal military leave laws shall be entitled to a leave of absence from their respective duties consistent with those laws pursuant to proper orders issued by the appropriate military authority with no loss of seniority, vacation or other leave time while performing military service.

Section 2. Employees who are in the National Guard or United States Reserve personnel shall also be entitled to leave from their duties without loss of pay for a period not to exceed fifteen days or one hundred twenty hours in a calendar year.

Section 3. Employees who are required to participate in regular scheduled Military Reserve or National Guard drill meetings may request to exchange their military training day(s) with a regularly scheduled day(s) off. Employees who elect this option will be required to pay back the exchanged day(s) by working one of their regularly scheduled days off during the work rotation prior to their weekend military drill, meeting, and/or one of their regularly scheduled days off during the work rotation immediately following their military weekend drill.

Section 4. Employees who are absent because of service in the National Guard or United States Reserve, of over one hundred eighty consecutive days shall receive the difference in their full city pay in the event the Military pay is less than their actual City pay.

Section 5. Employees who are absent because of service in the National Guard or United States Reserve of over fifteen consecutive days shall not count or negatively impact the shift count in their Division, Section, or Working unit.

Section 6. Employees may use their annual allotted military days, vacation days, personal days, or accumulated comp time to meet their military obligation(s).

Section 7. If any provision of this Article provides lesser privileges or benefits than applicable Federal or State law, then that provision shall have no further force or effect and the terms of the applicable law shall control.

ARTICLE 50 - EARNED TIME CARRYOVER

In the event an Employee is unable to use, or does not use, any accumulated earned time prior to the end of the calendar year, he/she shall be allowed to carry over such accumulated earned time. For purposes of this Article, earned time is vacation, holiday, personal, non-FLSA compensatory time, and FLSA compensatory time.

Employees who have in excess of 240 hours of Non-FLSA hours at the end of the calendar year, to include all carried over time from the previous year, shall be paid down to the 240 hours by February 28th of the following year. Employees shall be paid at their current rank, but at the previous year's hourly rate. Earned time and the use of same shall be subject to applicable federal and state laws.

ARTICLE 51 – TRANSFER OF NON-COMPENSATORY TIME

An officer may transfer or receive no more than eighty total hours of Non-FLSA earned compensatory time in a calendar year, if the transfer is for donation purposes to another Employee. In the event of a hardship, the transfer of or receipt of more than eighty hours of Non-FLSA time must be approved by the Chief of Police.

ARTICLE 52 - SICK LEAVE/DISABILITY/COST OF CARE FOR INJURY OR ILLNESS CONTRACTED IN PERFORMANCE OF DUTY

Section 1. Employees shall be entitled to paid sick leave, as needed, subject to the Fort Wayne Police Department Rules and Regulations.

However, it is agreed that nothing in the Fort Wayne Police Department Rules and Regulations will limit or reduce the paid sick leave days below 270 days.

Furthermore, the Chief shall have the authority to initiate a disability application on behalf of any Employee after 270 calendar days after the first day of paid sick leave based on an Employee's last injury or illness which in the opinion of the Chief, makes it unlikely that the Employees will return to full-time uninterrupted active duty.

For purposes of I.C. 36-8-5-2 (G), an Employee 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.

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

Employees who suffer an injury while performing assigned duty or who contract an illness caused by the performance of duty shall be entitled to any and all benefits provided by I.C. 36-8-4-5.

Section 2. Employees who suffer from a job-related or a non-job-related stress incident shall be entitled to paid sick leave as needed per this Article.

ARTICLE 53 - LIFE INSURANCE/ DEATH OF AN EMPLOYEE.

Section 1. The Employer shall provide life insurance for all active Employees with a face value equal to the Employee'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 Employee's base wage plus longevity for the year of death. This benefit is not available to retired Employees.

Section 2. In the event of the death of an Employee, all accrued wages due, including allowances for unpaid holidays, both FLSA and non-FLSA compensatory time, vacation time and personal days will be paid to the Employee's estate.

Section 3. The surviving spouse and dependent children of any Employee who dies while on duty or acting "under the color of law" while off duty, regardless of the Employee's years of service, shall be provided health insurance at no cost to them paid for by the City. The policy granted shall be the same as that carried by the Employee at the time of his/her death. However, in the event the City discontinues the specific plan offered, the surviving spouse shall be permitted to enroll in available plan which most closely resembles, in benefit options, to the plan in which he/she was previously enrolled. This coverage shall remain in effect until the widow/widower reaches Medicare age, and in the case of children, until the age of twenty-six.

Section 4. The surviving spouse and dependent children of any Employee who dies while employed, and has reached an eligible time to retire (more than twenty years of service), shall be provided health insurance at no cost to them paid for by the City. The insurance plan shall be the lowest deductible plan. However, in the event the City discontinues the specific plan offered, the surviving spouse shall be permitted to enroll in an available plan which most closely resembles, in benefit options, the plan in which he/she was previously enrolled. This coverage shall remain in effect until the widow/widower reaches Medicare age, or in the case of children, until the age of twenty-six.

ARTICLE 54 - RETIREMENT/RESIGNATION

Section 1. Employees who retire during a year shall be granted their entire vacation entitlement.

Section 2. Upon retirement, the Employee retiring shall receive compensation for all vacation, accrued holidays, all personal days, and all compensatory time in its entirety.

Section 3. Employees resigning, going on an approved leave of absence, or being suspended in excess of thirty consecutive calendar days during a given year will be credited with one-twelfth of the total number of vacation and personal days for which they are eligible for each month in which they have worked.

Section 4. Employees who become sworn officers prior to January 1, 2014 who retire under the terms of any of the recognized retirement programs with a minimum of twenty years of service with the Fort Wayne Police Department shall have their insurance premiums contributed/paid for by the Employer. The insurance plan shall be the lowest deductible plan and will remain in effect until the retiree is eligible for Medicare/Medicaid. If the Employee 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, even if the Employee becomes eligible for Medicare at an earlier date. Dependents of the Employee shall be covered under the above provision as long as eligibility is maintained by the Employee. In the event the Employer discontinues the specific plan in which the Employee is enrolled, the Employee 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 retiree was previously enrolled.

Section 5. Employees who become sworn officers after December 31, 2013, who retire under the terms of any of the recognized retirement programs with a minimum of twenty years of service with the Fort Wayne Police Department shall be eligible to participate in any health plan offered by the Employer but shall pay for such participation at the rate offered to all non-Union persons employed by the Employer.

ARTICLE 55 - SAFETY

Section 1. The Employer has the responsibility to establish and maintain adequate safety rules and regulations and to assure the issuance and maintenance of proper equipment to provide for the safety of its Employees.

Section 2. In the best interests of the Employer, the community, and the safety of Employees, the Employer will maintain sufficient number of Employees within the Police Department and a minimum staffing level for work shifts.

Section 3. Bicycle Patrol(s):

Certified Bicycle Patrol Employees shall be allowed to work, be assigned, or bid, as solo for any temporary assignment, special event, or patrol duty.

Section 4. Service Weapon(s):

The Employer agrees to furnish all newly-hired Employees with a duty weapon upon their date of hire.

Section 5. Ammunition:

The Employer shall provide all ammunition needed and necessary for the performance of duties. Ammunition for on-duty use shall be of high quality. Practice ammunition shall be furnished by the Employer at a rate of one box of 9mm caliber shells per Employee every month.

ARTICLE 56 - SEVERABILITY CLAUSE

Section 1. Should any Article, Section, Addendum, or portion of this Agreement be held unlawful, invalid, unenforceable, or to be in conflict with applicable Federal, State, or local law by any court of competent jurisdiction, the remainder of the Agreement and its addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article, Section, Addendum.

ARTICLE 57 - DURATION AND CHANGE

Section 1. This Agreement shall become effective at 12:01 a.m., January 1, 2014, and shall remain in full force and effect until 11:59 p.m., December 31, 2016. The provisions of this Agreement shall be binding upon the Employee, and any other than form of consolidated government which includes the Employer.

Section 2. No Agreement, waiver, alteration, understanding, variation, or modification of any terms or conditions contained herein shall be made by an Employee or group of Employees, with the Employer, and in no case shall it be binding upon the parties hereto, unless such Agreement is made and executed in writing between the Union, the Employer, any other form of consolidated government which includes the Employer, and approved by the Board of Public Safety.

Section 3. This Agreement shall be binding upon the successors and assigns of all of the parties hereto and the terms of this Agreement shall remain in full force and effect until a new Agreement is signed by the Employer.

Section 4. This Agreement shall survive any act in which a relevant governing body would attempt to not recognize the Union and or this Agreement.

Section 5. The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions. Addendum B attached hereto is incorporated herein by reference to the extent it does not conflict with any of the provisions hereof.

Dated this _____ day of _____, 2014.

FOR THE CITY:

Thomas C. Henry, Mayor

Garry Hamilton
Chief of Police

Carol T. Helton

FOR THE PBA:

Sofia V. Rosales-Scatena
President

Lisa Woods
Vice-President

Taya Strausborger
Secretary

John Helmsing
Board Member

Tyree Carr
Board Member

**ADDENDUM "B", TO THE AGREEMENT BETWEEN
THE CITY OF FORT WAYNE and
THE FORT WAYNE PATROLMEN'S BENEVOLENT ASSOCIATION, INC.**

Section 1. Salary of a First-Class Patrol officer:

An Employee shall become a "First-Class Patrol Officer" after completing one year of service with the Department. Notwithstanding any other provision herein, a lateral transfer, upon recommendation of the Chief, and with the consent of the Union, may become a First-Class Patrol Officer prior to completing one year of service with the Department.

Beginning January 1, 2014, the salary of a First-Class Patrol Officer shall be increased by an amount equal to 2.0% of the 2013 base salary of a First-Class Patrol Officer. This payment shall be completely retroactive for all of 2014.

Beginning January 1, 2015, the salary of a First-Class Patrol Officer shall be increased by an amount equal to 2.0% of the 2014 base salary of a First Class Patrol Officer.

Beginning January 1, 2016, the salary of a First Class Patrol Officer shall be increased by an amount equal to 2.0% of the 2015 base salary of a First Class Patrol Officer.

Section 2. Salaries of Ranks Below First-Class Patrol Officer:

An Employee shall hold the rank of "Probationary Officer" for his/her first year of service with the Department. The salary of a Probationary Officer shall be ninety percent of the base pay of a First-Class Patrol Officer as established in Section 1.

Section 3. Longevity Pay:

Beginning in 2015 and commencing with the Employee's second year in rank, the Employee shall be paid, as a rank longevity premium, \$700 annually. In the fifth year, the longevity payment shall be \$1200. Thereafter, as long as the Employee retains the rank of patrol officer, the longevity payments shall increase by \$100/year, until the maximum longevity payment of \$2700 is reached. The maximum longevity payment shall be \$2700 even if the Employee has more than twenty years of service as a patrolman. The longevity premium shall be paid in the paycheck issued that covers the pay period within which the officer's date of rank (longevity date) falls, based upon the years in rank the officer will achieve during that particular year. However, for Employees with a date of rank in the month of December, they shall be paid

their longevity payment on the last paycheck in the month of December in the year that it is due. This will require the Employee to remain active until he/she actually earns his/her longevity premium.

Section 4. PERF Contributions:

In addition to any payments required under Section 1, Section 2 or Section 3 of this Agreement, the Employer shall make, on behalf of each Employee, the Employee's Public Employee Retirement Fund contribution.

Section 5. Clothing Allowance:

In 2014 clothing allowance for Employees is \$1200.00. In 2015 and 2016 clothing allowances for Employees shall be \$1000. Clothing allowance shall be paid in two equal installments each year, with the first installment paid on or before April 30th of each year and the second installment paid on or before October 31st of each year.

Section 6. Shift Premium:

All Employees assigned to, or bid to, B-Shift shall receive a shift premium of \$3300.00 per year. Shift premiums shall be added to the Employee's regular earnings for each pay period.

All Employees assigned to, or bid to, C-Shift shall receive a shift premium of \$6,300.00 per year. Shift premiums shall be added to the Employee's regular earnings for each pay period.

Section 7. Detective Pay:

Detective pay shall be given to all Employees who are classified as Detectives in the Investigative Division or Narcotics Section, as well as the Hit-skip section. Detective pay shall be \$500 per year and added to the Employee's regular earnings for each pay period.

Section 8. Special Duty Pay:

Per Year

A.	Homicide Team/Crime Scene Employees	\$650
B.	Emergency Services Team	\$650
C.	Bomb Squad	\$450
D.	Critical Response Team	\$550
E.	Fatal Traffic	\$350
F.	Public Information Officer	\$350
G.	Crisis Intervention Officer	\$200

(Special Duty pay is subject to prorating if the Employee works less than full year in a particular category.)

Section 9. Health Insurance:

The Employer agrees that group insurance benefits offered by the Employer shall be extended to all Employees. The co-payments shall be the same amount charged to non-union Employees. Furthermore, Employees may participate in any other group health plan available to non-union personnel employed by the Employer at the co-payment rates charged to such personnel.

CATEGORY OF COVERAGE

Employee only

Employee plus spouse(secondary)

Employee + 1 primary (spouse or child)

Employee + family without spouse

Employee + family (Spouse secondary)

Employee + family (Spouse primary)

* Spouse secondary means that the Employees spouse has coverage through their employer, and the Employer's plan will pay secondary. If spouse is not covered under another plan, the Employer's plan is primary. *

Section 10. Dental Reimbursement:

The Employer agrees to continue to reimburse the deductible dental plan that includes two cleanings, one x-ray per year, fluoride treatment(s), and full digital imaging or X-ray of the bite for the Employee and eligible dependents.

Section 11. College Degree Pay:

A.	Associates Degree	\$450/year
B.	Bachelors Degree	\$900/year
C.	Masters Degree	\$1400/year
D.	Doctorate Degree	\$1900/year

College Degree Pay shall be paid in four equal installments each year. The first installment paid on or before March 31st of each year, the second installment paid on or before June 30th of each year, the third installment paid on or before September 30th of each year, and the fourth and final installment paid on or before December 31st of each year.

Section 12. Tuition Reimbursement:

In the event the City reinstates a tuition reimbursement program during the term of this Agreement, Employees shall be permitted to participate in any such plan as well as maintain any/all college degree pay provided for in this Agreement.

Section 13. Retirement Insurance:

Employees who retire after January 1, 2005, and who became sworn officers prior to January 1, 2014 may continue to participate in the City's group health insurance plans following his/her retirement until the retiree becomes eligible for Medicare without making any co-payments for coverage, subject to the following conditions:

1. The retirement is recognized as a retirement by one of the State of Indiana police pension plans.
2. The selected plan must be the lowest deductible plan available to Employees.
3. The Employee was a member of the bargaining unit for at least 36 months prior to retirement or the retirement is for medical purposes.
4. The decision to participate must be made at the time of retirement.

If the Employee's spouse, or dependent(s), are to be covered under this provision, the spouse's coverage shall continue until the spouse becomes eligible for Medicare, even if the retiree becomes eligible for Medicare at an earlier date. In the event the City discontinues the specific plan in which the retiree is enrolled, the retiree shall be permitted to enroll in an available plan which most closely resembles, in benefit options, to the plan in which the retiree was previously enrolled. This benefit for retirees and/or their surviving spouse shall not be revoked at any time in the future, once the Employee or his/her their surviving spouse qualifies for it, unless each specific person is eligible for Medicare coverage.

DIGEST SHEET

TITLE OF ORDINANCE SPECIAL ORDINANCE

DEPARTMENT REQUESTING ORDINANCE CONTROLLER

SYNOPSIS OF ORDINANCE APPROVES 2% SALARY INCREASE FOR THE
MAYOR, COMMON COUNCIL MEMBERS AND CITY CLERK for 2015

EFFECT OF PASSAGE 2015 SALARY INCREASE IS APPROVED.

EFFECT OF NON-PASSAGE SALARY INCREASE IS NOT APPROVED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS)

ASSIGNED TO COMMITTEE (PRESIDENT)

Public Hearing Date, if applicable _____

Read the first time in full and on motion by Councilman Crawford

Read the second time by title and referred to the Finance

Committee. Read the third time in full and on motion by Councilman Crawford, placed on passage by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	<u>1</u>	_____
BENDER	_____	_____	<input checked="" type="checkbox"/>	_____
CRAWFORD	<input checked="" type="checkbox"/>	_____	_____	_____
DIDIER	<input checked="" type="checkbox"/>	_____	_____	_____
HARPER	<input checked="" type="checkbox"/>	_____	_____	_____
HINES	<input checked="" type="checkbox"/>	_____	_____	_____
JEHL	<input checked="" type="checkbox"/>	_____	_____	_____
PADDOCK	<input checked="" type="checkbox"/>	_____	_____	_____
SHOAFF	<input checked="" type="checkbox"/>	_____	_____	_____
SMITH	<input checked="" type="checkbox"/>	_____	_____	_____

DATED: 11-18-14 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. 5-121-14 on the 18th day of November, 2014

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

Jeffrey A. Bender
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 20th day of November, 2014, at the hour of 2:00 o'clock PM, E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 21st day of November, 2014, at the hour of 10:20 o'clock AM, E.S.T.

Thomas C. Henry
THOMAS C. HENRY, MAYOR

BILL NO. S-14-10-21

REPORT OF COMMITTEE ON FINANCE

NOVEMBER 4, 2014

*JOHN CRAWFORD – CHAIR
RUSS JEHL – CO-CHAIR
ALL COUNCIL MEMBERS*

AN ORDINANCE of the Common Council ratifying a Collective Bargaining Agreement for Police Officers represented by the Fort Wayne Patrolmen's Benevolent Association, Inc. for the Years 2014, 2015, and 2016. **COMMITTEE OF FINANCE HAVE HAD SAID ORDINANCE** under Consideration and beg leave to report back to the Common Council that said ordinance

DO PASS

DO NOT PASS

ABSTAIN

NO REC

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**SANDRA E. KENNEDY
CITY CLERK**