BILL NO. S-26-11-03

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE OF THE COMMON COUNCIL FIXING, ESTABLISHING AND RATIFYING THE COLLECTIVE BARGAINING AGREEMENT FOR CERTAIN CITY EMPLOYEES REPRESENTED BY THE FORT WAYNE PROFESSIONAL FIRE FIGHTERS UNION LOCAL #124, INC. FOR THE YEARS 2027-2028.

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

WHEREAS, such compensation for employees of the City of Fort Wayne, Indiana, represented by The Fort Wayne Professional Fire Fighters Union Local #124, Inc. has been arrived at pursuant to agreements reached by and between the City and the Fort Wayne Professional Fire Fighters Union Local #124, Inc., and in accordance with collective bargaining and subject to a ratification vote of the membership as authorized and envisioned by the City's ordinances; and

WHEREAS, said agreement is for two (2) years (2027 and 2028), but pursuant to Indiana law, the compensation provided for therein must be annually ratified; and

WHEREAS, the Common Council desires to express its approval of the fiscal portions of the agreement and the compensation package for the year 2027 and 2028; and

WHEREAS, this ordinance is necessary to ratify, fix and establish such compensation for said employees represented by the Fort Wayne Professional Fire Fighters Union Local #124, Inc. for 2027 and 2028 and to approve the other provisions of said agreement.

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

SECTION 1. The 2027 - 2028 agreement by and between the Fort Wayne Professional Fire Fighters Union Local #124, Inc., a copy of which is attached hereto, marked Exhibit "A" and incorporated herein and on file in the office of the City Clerk and available for public inspection, is hereby approved and ratified.

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

_____
Council Member

APPROVED AS TO FORM AND LEGALITY

_____
Malak Heiny, City Attorney

COLLECTIVE BARGAINING AGREEMENT

2027 - 2028

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FORT WAYNE PROFESSIONAL FIRE FIGHTERS UNION LOCAL #124, INC.
2027 - 2028 COLLECTIVE BARGAINING AGREEMENT

AGREEMENT

This Agreement is entered into between the City of Fort Wayne, Indiana ("City"), the Fort Wayne Fire Department ("Department"), and the Fort Wayne Professional Fire Fighters Union, Local 124 Inc., Professional Fire Fighters Union of Indiana, International Association of Fire Fighters, AFL-CIO, CLC ("Union").

WITNESSETH

The Members of the Department ("Members") are engaged in providing an essential public service to the community which affects the health, safety, comfort and general well-being of the citizens of the City; and the parties hereto expressly agree to be bound by the terms of this Agreement in consideration of the premises and mutual covenants herein set forth and in further consideration of the high and proper purposes, aims and intentions of the parties hereto; and in order to achieve such purposes, the parties agree as follows:

ARTICLE 1 - UNION AND CITY RELATIONSHIP

Section 1. The Union and the City agree to cooperate fully for harmonious relations, good working conditions, and fair, reasonable and impartial discipline.

ARTICLE 2 - UNION RECOGNITION

Section 1. The City hereby recognizes that the Union represents a majority of the Fire Fighters of the City. The City, therefore, recognizes the Union as the sole and exclusive bargaining agent for Members in matters pertaining to rate of pay, wages, hours of employment, working conditions, and other conditions of employment and further agrees to bargain with no other such agent.

ARTICLE 3 - JURISDICTION

Section 1. The bargaining unit shall be as follows: All Fire Fighters covered by the Indiana Burns Statute Pension Acts of 1937 and 1977, who are permanent and paid employees of the City wherever assigned to duty, but excluding:

A. Fire Chief
B. Deputy Chief
C. Assistant Chiefs

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. The Union recognizes the authority of the City to hire, discipline, transfer, promote, demote, suspend and discharge, assign work and the number of hours to be worked, including overtime work, to increase and decrease the work force, to establish staffing levels per apparatus and vehicles, to establish standards and methods, transfer work or otherwise perform work in the Fire Department as required by the demands to maintain the efficiency of public safety as well as to direct the working force of the Department.

Section 2. The City, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement, which limit and restrict these defined employer rights. Therefore, the City agrees that in exercising the rights herein, nothing shall be construed, or applied, in any manner which negates, modifies or supersedes the rights of Members or the Union, where such rights are expressly set forth in this Agreement.

ARTICLE 5 - UNION MEMBERSHIP AND SECURITY

Section 1. All sworn Members of the Fire Department who are hired and who complete their probationary period subsequent to the effective date of this Agreement may join the Union and pay monthly dues.

ARTICLE 6 - DUES DEDUCTIONS

Section 1. The City shall accept a signed dues deduction authorization or agency fee deduction authorization by any Member, active or retired, of the bargaining unit covered by this Agreement as equivalent to a continuing voucher by such Member of the bargaining unit in the amount of monthly dues, or initiation fees or assessments, and insurance premiums as applicable, and service charges otherwise due to the Union.

Section 2. Deduction of Union dues shall be made from the payroll of the first pay ending date of the month, following the month in which the authorization was received, and monthly thereafter by the same method. Deductions provided herein shall be deposited to a bank account specified by the Treasurer of the Union the same day the deductions were made and shall include all deductions requested.

The City shall furnish, with the deductions remitted, an alphabetized listing of each Member for whom a deduction is made showing the exact amount of each respective deduction made.

ARTICLE 7 - DISCRIMINATION

Section 1. The City will not interfere with, restrain or coerce the Members because of membership in or activity on behalf of the Union. The City will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any Member 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 City and the Union agree that it will not discriminate against any applicant for employment, or any present Member, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training, transfers, 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, sexual orientation, gender identity, national origin, age (as required by law), disability, political affiliation or activities, or the exercising of any rights under the grievance procedure, and protection from reprisal for lawful disclosure of information.

Section 3. The City further agrees that any violation of Title VII of the 1964 Civil Rights Act as amended, the Equal Pay Act as amended, or Executive Order 11246 as amended, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement. However, no duty to arbitrate such a claim shall exist if the Member involved files an administrative claim or civil action with respect to the claimed violation.

Section 4. If any provisions herein should be determined to be in a conflict with the federal American with Disabilities Act ("ADA"), the applicable provisions of the ADA shall control. However, no duty to arbitrate such a claim shall exist if the Member involved files an administrative claim or civil action with respect to the claimed violation.

ARTICLE 8 - UNION LEAVE

Section 1. The President of the Union ("President") must advise the Fire Chief thirty (30) days prior to the annual vacation draw, regarding his/her choice between two possible assignments with the Department for the upcoming calendar year. The President may choose to work forty (40) hours per week in his/her role as President or may choose to work in the operations division on a twenty-four (24) hour on-duty followed by forty-eight (48) hour off-duty schedule at his/her merited rank.

Section 2. If the President chooses and is assigned to a twenty-four (24) hour on-duty followed by forty-eight (48) hour off-duty schedule, any time spent conducting union business must be directly related to his/her duties to City of Fort Wayne firefighters who are members of this bargaining unit, and must be charged against the Union time bank hours. However, when the President has elected to work in the operations division, time spent on union business pursuant to Article 8, Section 7, will not be charged against Union time bank hours provided that if the time requires the President to leave the station, he or she must provide notice of his or her absence from duty through

the union time request distribution list and specify the qualifying reason for absence as set forth in Section 7, e.g., legitimate collective bargaining business, grievance handling, impasse procedures, etc. Unless the President's absence from the station requires less notice due to urgent circumstances, he or she must provide notice seventy-two (72) hours prior to the absence.

If the President chooses to work as a full-time union president, he/she shall receive pay and benefits for a 40-hour position at his/her merited rank. The Union shall reimburse the City on a quarterly basis for the full cost of the President's pay and benefits, which shall be invoiced to the Union. Failure of the Union to pay the full cost of the President's pay and benefits within 45 days of the invoice will result in the President returning to the operations division on a twenty-four (24) hour on-duty followed by forty-eight (48) hour off-duty schedule for the remainder of the calendar year at his/her merited rank. In the event this occurs, the President must align his remaining vacation with available days on the vacation calendar.

Section 3. While serving as the President, and engaging in matters on behalf of the Union, he/she shall not suffer any loss of seniority; any loss of financial remuneration; and, he/she shall be compensated as a full-time Fort Wayne firefighter employed by the City at his/her merited rank.

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

The President shall continue to participate in any legally mandated training including training that would maintain a required certification. The President shall also continue to comply with Department rules, regulations and grooming standards that are not inconsistent with Union activities.

Once the President assumes office, he/she will remain at the pay level he/she was entitled to according to his/her merited rank. However, the President shall be entitled to any annual wage increase received by other Members. He/she shall also continue to be afforded all rights and privileges provided to other Members.

When a President no longer serves as President, he or she will be returned to the operations division on a twenty-four (24) hour on-duty followed by a forty-eight (48) hour off-duty schedule at his/her merited rank.

Section 4. The City shall donate two thousand (2,000) hours annually to the Union Time Bank ("UTB") to be used at the discretion of the Union; however, the Union may only use up to four hundred (400) hours in the UTB for State, National, International business and to attend conventions. The Fire Chief must approve, in writing, any request for UTB hours in excess of four hundred (400) per year for State, National, International business and to attend conventions. The Union may not use UTB hours to lobby members of the Indiana General Assembly; or, to provide testimony before the Indiana General Assembly including regular session, special session or committee hearings. The Union may not carry over UTB hours from one calendar year to the next.

Section 5. State and Local Officers (President, Vice President, Secretary, Treasurer and Trustees) of the Union shall be granted time off without loss of pay as needed to attend to Union activities, provided prior written request is received by the Fire Chief or his/her designee. In emergency circumstances, when prior written notice cannot be given, the Union will give prior oral notice followed by written notice as soon as possible. Hours requested under this Section 5 will be deducted from the UTB.

A minimum of two (2) non-officer members of the Union shall be granted time off as needed to attend Union activities at the request of the President provided the request is made seventy-two (72) hours prior to the date and time the time off is to be used and further provided that the request does not interfere with any prescheduled Department events such as scheduled training, or with manpower needs associated with a declared emergency. Any denial of requested time off subject to the Fire Chief's discretion may be based on the ability of available personnel to provide required services but may not be based on any contractual obligation to pay overtime under Article 19 Section 5. Hours requested under this Section 5 will be deducted from the UTB.

The Fire Chief shall have the discretion to allow more than two (2) non-officer members of the Union time off to attend Union activities or to deny any time off if less than seventy-two (72) hours of notice is provided.

However, such discretionary approval shall not be arbitrarily withheld. Hours requested under this Section 5 will be deducted from the UTB.

Section 6. A minimum of one (1) Member per day, as designated by the President, shall be granted time

off as reasonably needed without loss of pay to represent the Union and the Department at any Line of Duty Death funeral in contiguous states to which the Union desires to send representatives. Hour requested under this Section 6 will be classified as administrative time and will not be deducted from the UTB.

A minimum of two (2) Members per day of the Honor/Color Guard shall be granted time off as reasonably needed without loss of pay to perform at funeral showings or services or other activities as requested by the Fire Chief or the President. Hours requested under this Section 6 will be classified as administrative time and will not be deducted from the UTB.

Section 7. No deduction in wages shall be made against Union representatives for hours chargeable to the union time bank or used in connection with legitimate collective bargaining business or grievance handling, including impasse procedures or for investigating potential grievances or problems which could prevent disruptions of harmonious relationships desired by both the City and the Union. The Union is entitled to a negotiating team of not more than four (4) Members. Every effort shall be made to mutually agree to schedule meetings when the smallest number of Members of the negotiating team shall be on duty.

Section 8. The City shall recognize grievance representatives as designated by the Union in writing. Union representatives shall be afforded such reasonable time as needed to carry out their grievance responsibilities. Any grievance representative who finds it necessary to leave his/her workstation to transact legitimate grievance business may do so after notifying his/her supervisor who will release him/her in a reasonable amount of time. The representative will notify the supervisor of the legitimate grievance business. The Union agrees to make reasonable effort in the conduct of grievance matters to minimize interference with production and the orderly operation of the City, and further agrees that alternates will process grievances only in the absence of the representative. No deduction in wages shall be made against Union representatives for time spent in meetings with Management

Section 9. The Union President and any Union representative may only use the Union time bank and/or receive wages from the City for work directly related to City of Fort Wayne firefighters who are members of this bargaining unit.

Section 10. Time chargeable to the union time bank, or otherwise considered to be union leave, is not considered work time under the FLSA or this Agreement, but shall be paid as provided in this Agreement.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievance Defined: Should any dispute or difference ("grievance") arise between the City or its representative and the Union as to the meaning and application of any provision of this Agreement, such grievance shall be settled in accordance with the Grievance Procedure. Suspensions, dismissals, and reductions in grade cannot be grieved or arbitrated. Any matters governed by statutory provisions shall not be considered grievances and subject to the grievance procedure herein.

Section 2. First Step: The complaint of the Member shall be presented to the Fire Chief or his/her designee in writing within fourteen calendar days following knowledge of the action giving rise to the grievance. When the grievance results from an announced change to terms and conditions of employment, the fourteen calendar day period commences upon the Union's knowledge of such change. If the Union submits a request for information to the City within fourteen days following the notification of a proposed change, the time limit for filing a grievance will be measured from the date of the City's response to the request.

The grievance shall be detailed on an approved grievance form provided by the Union and shall be signed by the aggrieved employee and a Member of the Union Executive Board or its designee. The Fire Chief or designee shall thereupon arrange a meeting with the aggrieved Member and/or any Union representative to help present his/her case. Said meeting shall be held not later than ten calendar days after the Fire Chief or designee has received the written grievance. The Fire Chief or designee shall give a written answer within ten calendar days after this meeting. Reasonable effort shall be made by management to conduct all grievance meetings on a scheduled workday of the grieved employee between the hours of 8:00 a.m. and 5:00 p.m.

Section 3. Second Step: If the grievant is not satisfied with the result of Step 1, the Union Representative may advance the grievance to Step 2 by submitting a written request to the Labor Relations Manager within ten days of the written answer. The Labor Relations Manager, or his/her representative, shall meet with the Union

Representative to discuss the grievance within ten days of receiving notice that the grievance has been appealed. Within ten days of the discussion, the Labor Relations Manager or his/her representative shall give a written answer to the Union.

Section 4. Arbitration Procedure: If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within twenty-five days following receipt of the City's second step answer, notify the City of the Union's intent to arbitrate the dispute. Such notification shall be in writing to the Labor and Employee Relations Manager, with a copy to the Fire Chief. Upon receipt of such notification, the City and the Union shall submit a request for a list of seven arbitrators from the Federal Mediation and Conciliation Service. Should FMCS fail to provide a panel within 14 days of a request and payment being made, either party may request a panel from AAA or another mutual agreeable entity. The parties will split the cost of the first panel. Each party may request one additional replacement panel if that party is dissatisfied with the panel presented. The party requesting the additional replacement panel must pay the cost of that panel. After receipt of the panel of arbitrators, the parties shall draw lots to determine who shall strike the first name from the list, 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 add to the terms or provisions of this Agreement. The decision of the arbitrator shall be in writing and rendered within 30 calendar days of receipt of the parties' briefs, if briefs are submitted, or the close of the evidentiary hearing if no briefs are submitted 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 fails or refuses to abide by the decision of the arbitrator, the offended party can bring an action in the appropriate court. The court in its discretion will award the prevailing party reasonable attorney fees in addition to any other relief ad- judged. The Union and the City shall equally share the fees of the arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

Section 5. Time Limitations: All time limits prescribed in Article 9 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 10 - PREVAILING RIGHTS

Section 1. All rights, privileges and working conditions permissible by law enjoyed by Members at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by direct order of the Fire Chief. However, prior to such changes being made, the Fire Chief shall give fourteen calendar days written notice of such change to the Union, setting forth the circumstances which necessitate the change. Upon receipt of such notice, the Union shall have the right to meet with the Fire Chief to discuss any objection to the change. Where reasonable objections are made by the Union, the Fire Chief shall make a reasonable effort to satisfy such objections.

ARTICLE 11 - WAGE AND MONETARY FRINGE NEGOTIATIONS

Section 1. The City and Union agree to commence negotiations for wages and monetary fringe benefits no later than the first week in March of the final year of the Agreement. Notification shall be in writing.

ARTICLE 12 - BULLETIN BOARDS/COMPUTER NETWORK

Section 1. The City shall provide bulletin boards at each work location for exclusive use by the Union, which are to be located in areas where Members normally work.

Section 2. The City shall not allow the Union use of the City email system to circulate correspondence related to Union business to the membership except for membership meeting reminders; published agendas/minutes for said meetings; and, event reminders. Any such correspondence shall be subject to the terms of Article 12, Section 4. Further, any such correspondence shall not contain anything reflecting adversely on the City or any of its officers.

Section 3. The Union shall be provided a site on the Department's network to post Union documents or forms of interest to the Members. Such documents may include, but not be limited to: the Collective Bargaining Agreement, the Union's Constitution & By-Laws, grievance forms, payroll deduction forms, etcetera.

Section 4. Notices or material posted on bulletin boards and the Department's network, including communication sent by City email, shall be subject to review by the Fire Chief or his/her designee and bear the legible designation of the person responsible for placing such notice or material. Notices or material shall not contain anything reflecting adversely on the City or any of its officers. Notices posted must be dated and bear the signature of the President or his/her authorized representative such as other Union Executive Officer, Station House Steward or Station House Captain.

ARTICLE 13 - OUT OF DEPARTMENT TRANSFERS

Section 1. No Member shall be transferred out of the Department, unless mutually agreed upon by the City and the Union, to any department not directly related to Fire Fighting, Fire Apparatus Repair, Fire Communication, Fire Alarm System Repair, Fire Training, and Fire Prevention, or any other service which is not recognized under Indiana state statute as a responsibility of a Fire Department or the Fire Chief. Any Member who is transferred within the guidelines established and answering all requirements for the job transferred to, and who within six months, is determined not to have the ability to perform such job shall be advised of the specific reasons resulting in the disqualification. The disqualified Member shall have the right to return to his/her previous job and pay without prejudice. Members transferring to non-Operations positions within the Fire Department may be required to agree to remain in the division transferred to for no more than two years before requesting a transfer back into the Operations division.

Section 2. No Member shall be required to perform the duties of a position under the jurisdiction of any other union.

Section 3. No Member shall be required to perform any duties related to annual fire hydrant maintenance.

ARTICLE 14 - EDUCATIONAL ASSISTANCE

Section 1. The City will make educational assistance/tuition reimbursement for attending classes available to a Member related to the duties of his/her position. A Member shall be reimbursed the cost of the class upon providing the Fire Chief or his/her designate proof of successful completion of the class and receipt of payment. Successful completion shall be evidenced by a grade of "C" or above in graded classes, "Pass" in Pass/Fail classes, or the certificate or license granted as appropriate. Members must obtain prior written approval for the class from the Fire Chief to be eligible for reimbursement. The Department will allow a Member necessary time off without loss of pay to attend approved classes if minimum manning levels are not compromised.

Section 2. An annual educational bonus of $450.00 shall be paid to any Member who has attained a degree from an accredited institution. To obtain a bonus initially, a Member must submit a copy of his/her diploma to the Fire Administrative Office by November 1st. Bonuses for that year as well as subsequent years will be paid on or before November 30th.

Section 3. The City agrees to provide on-duty in-service training, at no cost to Members to allow them to maintain their emergency medical service or other duty-related technical field certifications as required by the Department for as long as the Department continues to respond to medical emergencies in the community. In the event the City discontinues EMS service/responses, EMT certifications would no longer be a requirement. Off-duty training outside of regularly scheduled work hours authorized by the Fire Chief will be considered work time for FLSA overtime calculations.

ARTICLE 15 - INSURANCE

Section 1. Life insurance for actively employed Members shall be provided in the amount equal to a 1st Class Firefighter's annual salary double indemnity. As of September 8, 2011 life insurance for retired Members shall be provided in the amount of $17,500.

Section 2. The City shall offer health and dental insurance coverage for active Members and their

dependents to the extent not in conflict with City ordinance regarding spousal coordination of benefits. A representative of the Union, as designated by the President, shall be included in the process of the examination of factors affecting future increases in the rates that Members will be assessed.

Section 3. The surviving spouse and dependent children of Members who die while actively employed shall be provided health insurance at no cost to them. The policy granted shall be the same as that carried by active employees. This coverage shall remain in effect until the spouse is eligible for Medicare or in the case of children until the age of twenty-six (26).

Section 4. Members retiring prior to 1-1-2005 shall be entitled to health insurance retirement benefits as detailed in the Agreement in effect upon the date of their retirement.

Section 5. Members who retire with twenty (20) years of service or more shall be provided health and dental insurance coverage with all premiums contributed/paid for by the City. The policy granted with no premium cost to the retiree shall be the lowest deductible plan. The Member may elect to participate in another plan available to active Members and pay the premium rates equal to active Member rates. For Members hired after 1-1-2014, retiree health insurance premiums are fully funded by the probationary firefighter pay scale and secure insurance at no cost upon retirement. Retired member's spouses shall be covered under the policy regardless of the spouse having qualifying insurance from another employer.

Section 6. Members who terminate service due to a job-related disability pension shall be provided health and dental insurance coverage with all premiums contributed/paid for by the City. The policy granted with no premium cost under this Section 6 shall be the lowest deductible plan. The Member may elect to participate in another plan available to active Members and pay the premium rates equal to an active Member rate.

Section 7. The insurance plans offered to retired Members shall be the same as those offered to active Members, and shall continue to be offered to the retiree until the retiree becomes eligible for Medicare. 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, the plan in which the retiree was previously enrolled.

Coverage will be provided for the retiree's eligible family members as of the time of retirement. While family members will be removed from the plan due to age (dependents on their 26th birthdays) or divorce, new members (new spouse or stepchildren) in the family cannot be added.

If the Member's spouse has not yet reached the eligibility age for Medicare at the time the Member becomes eligible, the spouse's coverage will continue to be offered by the City until the spouse becomes eligible for Medicare. In the event the Member dies while eligible for this benefit, the surviving spouse shall be allowed to continue to participate in this benefit until he/she becomes eligible for Medicare.

Section 8. Should either the state or federal government pass legislation mandating all employers to participate in a national or statewide health care plan, the City's contributions for the Members' health care that were negotiated into this Agreement prior to the passage of such state or federal law shall continue to be a part of the Agreement. The City's contributions shall first be applied to the premium cost of the state or federal plan. Any remaining amount shall be used to purchase supplemental coverage for those items covered under the current health care plan that may not be equally covered under any state or federal mandated plan.

ARTICLE 16 - PHYSICAL EXAMINATION

Section 1. The City shall continue its practice of providing an annual physical to each Member at no cost to the Member. No changes in the components of the physical shall be made without 30 days prior notice to the Union. The physical will be scheduled for on duty time and will be considered work time for the purpose of FLSA overtime calculations.

Section 2. The annual physical examination shall include, but not be limited to, the following:

Initial Personal Medical Profile
Blood Chemistry Analysis
Urinalysis (excluding illicit drug screen) Pulmonary
Function Analysis

Chest X-ray (every five years or as medically indicated) Cardiac
Stress Analysis
Audiometric Function Analysis Vision
Analysis
HIV (upon fire fighter's request)
Blood Drawn PSA Test (upon firefighter's request) Pap
Test (upon firefighter's request)
Mammogram (upon firefighter's request)

All new Members shall be screened for Hepatitis B and C. Additional screening shall be as medically indicated and in compliance with federal OSHA regulations, CDC recommendations, and NFPA guidelines.

All Members will be screened for Tuberculosis as recommended by the Local Department of Health while on duty at no cost to the employee and will be considered work time for the purpose of FLSA overtime calculations.

Section 3. Additional diagnostic tests that are required by the City Physician and are needed to determine a Member's fitness for duty will be paid by the Department. Treatment for a non-duty related diagnosis shall be paid by the Member or his/her health plan.

Section 4. The City will use its best efforts to continue to pursue implementation and maintain the Wellness-Fitness standards established by the International Association of Fire Chiefs and the International Association of Fire Fighters.

Section 5. Retired or disabled members may elect to participate in an annual physical examination at the City's negotiated rate pursuant to their City provided insurance plan.

ARTICLE 17 - <u>STATION BID</u>

Section 1. "Station bid" as defined in this Article shall mean that non-ranking Members in the Operations Division shall have the right to bid for the station that they would most like to serve. Department seniority shall prevail in bidding for job openings within the Operations Division.

Section 2. The Fire Chief or his/her designated representative shall record all bids and observe the engine houses as they fill to ensure shift equality. Once the bids have been completed, those jobs shall be held until a job opening occurs.

Section 3. The City recognizes the following positions available in the Operations Division for the bid and bump system:

3 bid spots per apparatus

2 assigned positions per apparatus (1 officer, 1 paramedic/advanced-EMT)

Minimum of 4 people per day per apparatus, extra personnel will be shipped out to cover vacancies per ship out policy. Assigned positions take priority over bid positions.

Probationary firefighters will be assigned by the Administration.

The Union recognizes the Administration's right to designate assigned positions for officers, paramedics, Advanced EMT's and probationary firefighters on fire apparatus. Firefighters may be transferred out as needed in accordance with department policy.

Section 4. The following are the rules governing Station Bids:

A. Job openings shall be posted for bid within fourteen calendar days.

B. The posting will name the assignment and the date of the bid posting and closing. Bids will remain open fourteen calendar days.

C. Station jobs up for bid shall be filled by the applicant with the highest departmental seniority.

D. A Member may bid on more than one job.

E. Members with bid rights may elect to bid Temporary Duty (TDY) status on a given shift thus

surrendering their current bid assignments. These Members are subject to all rules outlined in this Section.

F. A vacant position may be filled temporarily by the Fire Chief using any Member on that shift who is not holding a permanent bid position. The position will continue to be listed in bid postings as available and may be bid upon during the posted bid periods.

G. Members must bid for jobs on forms approved by the Department, in person, by signature, and will receive a receipt to show that he/she has placed a bid. The Member will retain the original and the person issuing the receipt will forward the copy to the Fire Chief or his/her designee. A Member may remove his/her name from the bid by submitting a desire to do so via email to the Fire Chief or his/her designee while the bid is still open.

H. A temporary job opening is defined as one resulting from sickness, injury or other leave of absence that will have a duration of not more than one year. These temporary job openings may be filled at the Fire Chief's discretion by non-bid personnel.

If a temporary job opening terminates because of death, retirement, disability pension, resignation, or end of time limit, that job shall be posted for bid in the manner described previously.

I. Temporary assignments shall not be used to avoid the bid system.

J. Jobs successfully bid will be filled within seven calendar days.

K. A Member shall be eligible to exercise seniority bid for preferred job openings in the Operations Division commencing with the first bid posting following completion of three years of service and successful completion of the Third Year Journeyman Program testing.

L. In the event it becomes necessary to balance shift staffing, the Member with the least seniority not holding a permanent bid spot will be moved, unless a more senior Member volunteers to move.

M. Nothing in this Agreement shall prevent the City from creating new job classifications or extending or decreasing existing job classifications provided each new job classification is posted for bid in accordance with the bidding procedures described herein.

ARTICLE 18 - <u>BUMP SYSTEM</u>

Section 1. In the event it becomes necessary to close an engine house, put a manned piece of apparatus out of service, or a Member is removed from or voluntarily resigns his/her position rank, those Members affected shall be afforded the right to exercise their seniority and bump into existing jobs providing they meet the job specifications. Those Members displaced by being bumped shall then exercise their seniority rights for jobs in like manner. Failure to exercise these rights within fourteen calendar days after notification will result in losing of the right to bump. This bump system pertains only to those positions identified in Article 17, Section 3.

Section 2. Once the decision has been made to displace a Member, the station affected will be notified. Members at the station will be given 72 hours to make a decision to stay in their bid positions or accept the bump. The process will begin by asking the most senior Member to the least senior Member until the bump has been accepted. Each Member making a decision will indicate his/her decision in writing to the Fire Chief or his/her designee.

Section 3. The Member accepting the bump will have up to fourteen calendar days to exercise his/her bump rights or lose it. He/she will be considered non-bid personnel until he/she exercises his/her bump right.

Section 4. Those Members accepting a bump may bump to any station where there is a Member with less seniority in a bid position.

Section 5. An FD-51 "Station Bid Form" must be submitted for any bump with the word "BUMP" at the top and the Member's bump selection.

Section 6. Members voluntarily leaving an ancillary, appointed, or promoted rank, prior to serving 12

months will not be eligible to "bump".

ARTICLE 19 - GENERAL PROVISIONS

Section 1. Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

Section 2. Members shall be assigned to work at one specific location. Subsequent to reporting, the City will be responsible for providing transportation from the reporting site to the scene of an emergency. If a Member is transferred after reporting to his/her initial job site and does not have adequate motor vehicle transportation, the Department shall provide such. In this event, the Department has a responsibility to have the Member back to the location of origin no later than 7:30 a.m. the next morning. The City will make a reasonable effort to meet this responsibility. If a Member has transportation, he/she shall transport himself/herself.

Section 3. The City shall provide the Union with a "Word" version of this Agreement (without signatures) and make available a PDF version of this Agreement (with signatures) on the City's Intranet.

Section 4. No Member of the Operations Division shall be required to perform any outside duties not dispatched as emergency through the normal run procedure established by the Department when outside temperature is 10 degrees Fahrenheit or 0 degrees wind chill or less, or 91 degrees Fahrenheit or greater. The National Weather Service shall be used to establish temperature.

Section 5. No fire apparatus shall be dispatched on an emergency incident with fewer than three firefighters manning the apparatus at any time. For each piece of apparatus the number of designated positions will be: four persons and a minimum of four Battalion Chiefs per shift. If the Fire Chief or his/her designee determines the staffing level on his/her next shift will be less than full staffing per designated positions as described above, he/she shall implement overtime procedures consistent with the Hireback Policy. The loss of personnel will not require replacement through the hire back procedure unless the loss extends ten hours or beyond. It is generally recognized that Apparatus may be manned with fewer than four firefighters not to exceed 10 hours or beyond through the course of a shift.

Section 6. As the City establishes additional Fire Stations, the City agrees to furnish each new facility with sufficient items for the operation and maintenance of the station and for the convenience of the Members assigned there. Such items shall include, but not be limited to: appliances such as stoves, refrigerators, dishwashers, and coffee makers; cleaning equipment and supplies; cooking equipment such as pots, pans, utensils, and gas grills; eating ware such as plates, bowls, glasses, silverware and cutlery; tables, chairs, desks, beds, lamps and computers. The Department will maintain and repair or replace necessary appliances, furniture, fixtures, and equipment at all work sites.

Additionally, the following specific items will be furnished and maintained for all stations when reasonably deemed appropriate by the City: One television and exercise equipment.

Section 7. Other than as stated in Department's Rules and Regulations and Sick Leave Policy, active Members shall not be restricted in off-duty employment, except that they may not work for or volunteer for any other public or private fire department or emergency medical service provider .

ARTICLE 20 - SAFETY

Section 1. The City and the Union agree to establish a Safety Committee comprised of an equal number of representatives of each side for the purpose of investigation, study and recommendation on appropriate matters pertaining to safety within the work environment. All findings and recommendations of this committee shall be forwarded in writing to the Fire Chief with a copy to the President.

Section 2. The committee shall consist of no more than three representatives selected by the Fire Chief and no more than three selected by the Union. A minimum of one representative from each side must be present at any given meeting to conduct business. This committee shall meet at least once quarterly unless mutually agreed upon by both the Union and the City.

ARTICLE 21 - BILL OF RIGHTS

Section 1. This Article is known and may be cited as the Fire Fighters Procedural Bill of Rights. These rules shall be for the government of the Department and shall be a part of the internal personnel policies. For purposes of this Article, the term Fire Fighter includes all Members of the bargaining unit, on full time active duty, as defined in Article 3, herein. Here below are listed and defined their Rights, to wit:

1. Members shall have the right to Union or legal representation during interview or questioning for any matter concerning their activities.

2. Members shall have the right to Union representation selected by the Union, or an attorney of the Member's choice and expense, during any interview or hearing on complaints that are heard by the Merit Commission.

3. Members shall receive public assistance in regard to any job related civil or liability suits at law in accordance with General Ordinance No. G-30-75, 29 December 1975.

4. Members shall not receive any discipline for exercising their rights as a citizen guaranteed by the Constitution of the United States and the State of Indiana.

5. Members shall not be required to undergo polygraph or voice inflection testing at any time.

6. Members shall not be demoted, except for just cause and after appropriate hearing and determination by the Merit Commission.

7. When, for any reason, any Member is under investigation by his/her Superior Officer, or any other duly assigned member of the Fire Administration, which could lead to disciplinary action, demotion, dismissal or transfer of administrative charges, and to insure that such investigations are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each Member, the following rules of procedure are hereby established, and will be followed:

   A) The interview or questioning shall be conducted at a reasonable time when the Member is on duty and during normal working hours for the Member. The interview or questioning shall be completed as soon as possible. Time shall be provided for personal necessities, meals, telephone calls not related to the investigation, and rest periods.

   B) The Member being interviewed or questioned shall be informed at least 72 hours prior to such interview or questioning of the rank, name and command of the officer in charge of the questioning.

   C) The Member shall be informed of the nature of the investigation, of whether he/she is a witness or the object of the investigation, and of any charges against him/her at least 72 hours prior to any questioning.

   D) The interview or questioning session shall be for a reasonable period of time, not to exceed four hours.

   E) The Member under investigation shall not be subjected to offensive language or threatened in any manner whatsoever.

   F) The Member shall not be subjected to visits by the press or news media without his/her express consent, nor shall his/her home address or photograph be given to anyone without his/her express consent.

   G) The complete interview of a Member shall be recorded. The Member shall be given a copy of the recording or a copy of the transcript as soon as possible. The Member shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports made by investigators. This does not preclude the Member from recording the interview on his/her own recording device.

   H) If the Member is likely to be placed under arrest as a result of the investigation, he/she shall be completely informed of all his/her rights prior to the commencement of the interview.

I) The investigative process as defined in this Section shall be subject to the grievance procedure. If any disputes or concerns arise regarding the manner in which such investigation is conducted, the involved parties shall have the right to file a grievance.

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

8. No Member shall have any comment adverse to his/her interests entered in his/her personnel file without he/she having first read the instrument containing the adverse comment and indicating he/she is aware that such comment is being placed in his/her file or other place of recordation of such comments, except that such entry may be made if, after reading the instrument containing any adverse comment the Member refused to sign it. A witness shall thereafter note that such Member was presented with the opportunity to read and sign such instrument and refused to do so.

9. A Member shall have ten days within which to file a written response to any adverse comment entered in his/her personnel file. Such written response shall be attached to and shall accompany the adverse comment.

10. Disciplinary documents in a Member's personnel file shall be removed after they cease to have an effect on progressive discipline according to the Merit Commission Rules. Exceptions to this rule will be if a similar violation takes place within that time frame or if the record retention laws require maintaining the document for a longer period. In such event, the record will remain on file until the latest occurrence ceases to have an effect on progressive discipline according to Merit Commission Rules or, in the case of record retention laws, the document may be removed.

11. Except as otherwise provided by law, no Member shall be prohibited from engaging in, be coerced into, or required to engage in political activity.

12. No Member shall have his/her personal locker, desk, or other space for storage that may be assigned him/her, searched unless a valid search warrant has been obtained.

13. Members shall have the right, subject to applicable laws, to inspect any files maintained by the Department regarding the Member's employment, including but not limited to: personnel files, medical files, training files and disciplinary files, and may be accompanied by a Union representative or attorney while doing so. Any unresolved alleged discrepancies shall be subject to the grievance procedure.

ARTICLE 22 - POLICY AND PROCEDURES

Section 1. The City and the Union agree to establish and maintain a joint Policy and Procedures Committee for the purpose of discussing and providing input regarding policies and procedures. Recommendations may be made to the Fire Chief. All directives of the Fire Chief shall be made available to the Members by posting on the Department's computer network.

Section 2. The committee shall consist of no more than four representatives selected by the Fire Chief and no more than four representatives selected by the Union. A minimum of one representative from each side must be present at any given committee meeting to conduct business. This committee shall meet at least every quarter unless mutually agreed upon by the Union appointees and the City appointees to postpone a meeting.

Section 3. Any Member who believes that a Fire Chief's directive implemented under this Agreement or Department's policy has been improperly applied to the Member or Department shall notify the President of such a complaint within seven days after the challenged occurrence. Any untimely complaint shall be summarily dismissed. In the event of a timely complaint, the President and the Fire Chief shall meet, at a mutually convenient time and place, to review the merits of the Member's complaint. If the Fire Chief and the President reach an agreement on the resolution of the complaint, that resolution agreement shall be controlling and final and no further appeal shall be provided to the Member. Any agreed resolution between the Fire Chief and the Union President, however, shall control only the pending complaint and may not be cited by either the City or the Union as binding precedent in the event of a future complaint arising under the same or similar directive. If the Fire Chief and the President cannot reach an agreed resolution of the complaint, the President or Fire Chief may,

within fourteen days of disagreement, appeal the matter to the Deputy Mayor for final resolution.

ARTICLE 23 - DEPARTMENT SENIORITY

Section 1. "Seniority," as defined in this Article, means the total length of continuous employment within the Department. For purpose of lay-off, the Member with the least seniority shall be laid off first. If more than one Member was hired on the same date, seniority shall be determined by chance draw of the cards, with Social Security numbers used to rank those Members for the draw of cards. The total social security number is used with the lowest number considered first. Each Member shall draw his/her own card for seniority. In the event the Member cannot be there, an alternate shall be appointed to draw for him/her by the officer conducting the draw. Seniority draw shall be conducted on or before graduation from the Fire Academy. Once a position has been established that position shall be held thereafter. Recall after lay-off shall be by seniority.

Section 2. Seniority List: The City will furnish an updated Department-wide seniority list showing name and date of employment to be posted on a bulletin board in the Fire Station, and to be given to the Union annually each January and whenever the list is updated due to new hires.

Section 3. Probationary Employee Defined: All new Members shall be considered probationary employees for a minimum of twelve months from the date they are sworn in and until completion of all probationary training requirements, and may be disciplined or discharged at will during the probationary period in accordance with the merit rules and without resort to the grievance procedure set forth herein. Probationary employees shall otherwise be covered by all terms and conditions of this Agreement unless otherwise prohibited by state law.

Section 4. Departmental Seniority: An employee shall be considered terminated and his/her departmental seniority broken when the Member quits, is discharged for just cause, retires, or is placed upon disability. Any Member reinstated to active duty shall have departmental seniority reinstated equal to that attained when the Member last left active duty status. No departmental seniority is accrued for any time not served on active duty. This article defines departmental seniority only and not seniority for pension benefits, which is governed by state law.

ARTICLE 24 - LATERAL TRANSFERS

A Laterally Transferred Firefighter shall be paid 85% of a 1st Class Firefighter's salary during his/her first year on the Department. A Laterally Transferred Firefighter shall be paid 90% of a 1st Class Firefighter's salary during his/her second year on the Department. A Laterally Transferred Firefighter shall be paid 95% of a 1st Class Firefighter's during his/her third year on the Department. This pay scale will secure premium free retiree health insurance in accordance with Article 15 Section 5. Fort Wayne Fire Departmental seniority date will be used to determine all other benefits.

ARTICLE 25 - HOURS OF WORK

Section 1. Basic Work Schedules:

A. The standard schedule for Members assigned to the Operations Division shall be 24 hours on duty followed by 48 hours off duty, with reporting and relief time being 0700 hours. However, Battalion Chiefs shall have reporting and relief times of 0630 hours.

Members assigned to the Operations Division may work other schedules on a temporary basis when necessary to accommodate training if agreed between the Member and the Fire Chief. If a Member agrees to participate in training after receiving notice of the training schedule, the Member's participation will be considered as his/her agreement to the schedule. When training results in a schedule change pursuant to this Section, the firefighter will be paid overtime only as required by the overtime provisions of the FLSA set forth in 29 CFR § 553.230(c) as applicable to their regular pay period, *i.e.*, the temporary schedule change will not result in paying contractual overtime or changing the designated FLSA pay period computation.

The hourly rate to be used for both contractual and FLSA overtime calculations for personnel assigned to a 24/48 schedule shall be calculated using the FLSA methodology for calculating the "regular rate" as set forth in 29 CFR

§ 778.109, *et seq*. Members assigned to the Operations Division will be compensated based upon a pay period of 7 to 28 days, as determined by the City, and will be compensated for FLSA overtime as set forth in 29 CFR § 553.230(c).

B. The standard workweek shall be forty hours per week for all Members assigned to any division outside the Operations Division, with the following exceptions: The standard work schedule for Fire Investigators may be 24 hours on-duty followed by 48 hours off-duty.

The reporting and relief times for Members not assigned to the Operations Division may be set as best satisfies the duties of the divisions or the positions.

The hourly rate for both contractual and FLSA overtime calculations for personnel assigned to a 40-hour schedule shall be calculated using the FLSA methodology for calculating the "regular rate" as set forth in 29 CFR § 778.109, *et seq*.

C. Members temporarily placed on other work schedules to accommodate training will not be required to work their regular scheduled shift for at least 24 hours prior to the start of the training and at least 24 hours after the training ends. Any regular shift hours a Member does not work due to this provision will be entered as administrative time.

Section 2. Overtime:

A. At any time it becomes necessary to hold over or call back a Member, said Member shall be compensated at the rate of one and one half times his/her "regular rate" as defined above for each one-tenth hour worked. Overtime earned shall be paid on the next available regular paycheck following the occurrence.

B. A Member who is called back to work after he/she has been released from his/her regular day's work shall be paid for the actual time worked at the FLSA overtime rate. Time shall start when the Member reports for duty.

C. The City agrees to maintain records of all overtime work by shift and classification, and to the maximum extent possible distribute overtime equally among employees within a classification.

D. It is the responsibility of the Member to submit a properly completed pay adjustment form and to verify that the overtime worked is properly recorded in the staffing program.

ARTICLE 26 - EXCHANGE OF WORK TIME

Section 1. All Members in the Operations Division shall be allowed to exchange working time subject to the provisions of a Departmental policy governing such exchanges.

Section 2. All Members in the Operations Division shall be allowed time necessary as determined by the Fire Chief for travel from one station to another, after being properly relieved at shift change. Further definition will be provided in the Trade of Time Policy.

ARTICLE 27 - SICK LEAVE

Section 1. A Member who may be hurt, injured, sick or otherwise physically or mentally unable to perform his/her regular duties shall have relief supplied by the City as needed for a period of up to one year, subject to the Fort Wayne Fire Department's Sick Leave Policy and applicable law.

(a) While on paid sick leave, a Member may not work for any other employer or work in a self-employed capacity during the Member's regular Fire Department work schedule. Once the Member is capable of part-time work, he/she will be considered eligible for alternate duty. The Fire Chief or his/her designee may investigate whether part-time employment interferes with a Member's rehabilitation as decided by the Member's physician and the City's physician. If the part-time employment is determined to interfere with rehabilitation, the Fire Chief may require that the Member not work his/her part-time job for the period recommended by the physicians. A member on alternate

duty will remain on his/her currently assigned working schedule unless otherwise agreed by the Member.

ARTICLE 28 - BEREAVEMENT LEAVE

Section 1. Bereavement leave shall be granted to Members, without loss of pay, upon the passing of relatives. All bereavement leave must be taken within thirty days of the date of death, unless an exception is granted by the Fire Chief for good cause. Bereavement leave for primary immediate family and immediate family may be taken in one or two blocks of consecutive full workdays off.

A. In the event of a death in the primary immediate family of a Member, the Member shall receive upon request sufficient time off not to exceed four working days for 24/48 personnel and eight working days for 40-hour personnel.

B. In the event of a death in the immediate family of a Member, the Member shall receive upon request sufficient time off not to exceed two working days for 24/48 personnel and five working days for 40-hour personnel.

C. In the event of a death in the non-immediate family of a Member, the Member shall receive upon request sufficient time off not to exceed one working day.

D. Definitions for purposes of this Article:

1. Primary Immediate Family means husband, wife, and children/stepchildren.

2. Immediate Family means father and mother, brothers, sisters, grandparents, grandchildren, stepparents, stepbrothers, stepsisters, brothers-in-law, sisters-in-law or parents-in-law.

3. Non-Immediate Family means aunts, aunts-in-law, uncles, uncles-in-law, nephews, nephew's spouse, nieces, niece's spouse, great-grandchildren, great- grandparents, and grandparents-in-law. It also includes other relatives who have resided in the Member's household continuously for over one year.

4. Relatives do not include previous spouses or relatives of such previous spouse, nor do they include in-laws or step relatives other than those named.

5. Working day shall mean a Member's regular bid/assigned shift day, which excludes days agreed to under Article 26 and the Trade of Time Policy.

ARTICLE 29 - PERSONAL DAYS

Section 1. Personal days shall be granted to Members for urgent or unforeseen matters.

Members working a 24/48 schedule shall be entitled to two 24-hour personal days off. Members working a 40-hour schedule shall be entitled to five 8-hour personal days off. Personal days not used during the current year may be carried over to the following year.

Section 2. The procedure for administering the personal days is further defined in the Policy and Procedures manual.

ARTICLE 30 - VACATION

Section 1. Vacation earned days shall be on-duty days chosen by seniority draw, under the terms of Section 3 of this Article.

Section 2. SCHEDULES

Year Service	Operations (24/48)	40 Hour
1	6	12
2	6	12
3	6	12
4	9	18

5	9	18
6	10	20
7	10	20
8	11	21
9	11	21
10	11	22
11	12	23
12	12	24
13	13	25
14	13	26
15	14	27
16	14	28
17	14	29
18	15	30
19	16	31
20+	16	32

Section 3. Earned Days Selection Method

Earned days shall be selected by the Member through seniority preference one day at a time and in accordance with the provisions of a policy governing such. Members with 15 years of service or more may elect to float up to 5 days (10 days for 40 hour Members). Float days not used during the current year may be carried over to the next year.

Section 4. Members leaving employment of the Department due to retirement, disability or death shall be granted earned time from their date of separation back to January 1 of the year of retirement. To determine retirement earned time, the following calculation will be used: The number of days worked in the retirement year will be divided by 365; the quotient is then multiplied by the number of earned days for which the Member is eligible.

Example: 200/365 = .548 x 13 earned days = 7.12 days

Earned days less than .50 will be rounded down to the nearest whole day while earned days equal to or greater than .50 will be rounded up to the nearest whole day.

Members leaving employment of the Department due to retirement, disability or death shall also be granted compensation for all clothing allowance, longevity pay as outlined in Article 36, educational incentive and specialty team/technical/ancillary pay due to them for the calendar year.

Section 5. Probationary Members will not be eligible to draw for calendar year earned days until the first draw after reaching one year of seniority with the department. Vacation time will be granted for the time period between the one-year anniversary and the first eligible draw. This time will be prorated for the time between the one-year anniversary and the first eligible draw. The available number of days is based on one year of service from the schedule in Section 2. Days will be rounded according to the criteria above.

Section 6. The Administration will afford a minimum of 12 vacation slots, 2 personal slots, and 1 vacation float spot for firefighters and company officers working a 24/48 hour schedule and a minimum of two vacation or personal slot for Battalion Chiefs working a 24/48 hour schedule.

ARTICLE 31 - HOLIDAYS

Section 1. Schedule: The following days shall be holidays for Members who work a 24/48 shift, 56 hour schedule: New Year's Day, Martin Luther King Jr.'s Day, Presidents' Day, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day.

The following days shall be holidays for Members who work a standard 8 hour shift, 40 hour schedule: New Year's Day, Martin Luther King Jr.'s Day, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

Section 2. Holiday bonus pay will be compensated to only those Members who are on duty between the

hours of 0001 and 2400 the day of the holiday. The rate of compensation will be two times their designated hourly rate for hours worked on the holiday. Under this method of payment and the schedule as defined in Article 27, the shift working from 0001 to 0700 will receive a holiday bonus payment equal to seven hours of double time and the shift working from 0700 to 2400 hours will receive a holiday bonus payment equal to seventeen hours of double time. The Member must be on duty to receive premium holiday pay.

Section 3. Members assigned to forty-hour schedules shall be compensated at two times their overtime hourly rate for hours worked on the given Holidays. Members assigned to forty-hour schedules will normally be given the holiday off without loss of pay if it falls on a normal scheduled workday. If the holiday falls on a day when the Member is not scheduled to work such as a weekend day, he/she shall be granted an additional work day off.

ARTICLE 32 - CLOTHING MAINTENANCE AND UPKEEP ALLOWANCE

Section 1. A clothing allowance of $250.00 shall be provided to each regular member of the Department.

These monies shall be provided to each regular Member for the purchase, maintenance, and replacement of station uniform items originally provided by the Department. One annual payment shall be made on or before November 30th.

Section 3. The Department has established a list of optional items that the Department will pay 50% of the cost of the first issue if the Member is willing to purchase the item and be reimbursed by the City. The Member is then responsible for maintenance and replacement. This list may be expanded by mutual agreement of the Department and the Union.

50% Options:

Class A Uniform (as specified by the Department) consisting of:
- Navy Blue Dress Coat with appropriate insignias
- Navy Blue Dress Pants
- Hat with Hat Badge White
- Shirt
- Overcoat White
- Gloves Dress
- Shoes

Members of the Fort Wayne Fire Fighters Honor-Color Guard shall have their dress uniform purchase cost paid 50% by the Department and 50% by the Union. The number of Members eligible for this benefit will be limited to 20 per calendar year, and the criteria for participation in the Honor-Color Guard shall be mutually agreed upon by the Fire Chief and the President. A list of active members of the Fort Wayne Fire Department Honor-Color Guard shall be provided by the Union to the Fire Chief and Union President each January for that year. Any updates throughout the year will be provided by the Union within 10 days of the change.

Section 4. The station uniform items originally provided by the Department cannot be increased during the life of this Agreement except for optional equipment as outlined in Section 3. Members may be required to replace old style uniform items with new style items through attrition.

UNIFORM REQUIREMENTS

The following uniform items will be provided by the City as first-issue. All Members, regardless of rank, will maintain said items.

UNIFORM ITEM	QUANTITY
CLASS B PANTS	3
CLASS B LONG SLEEVE SHIRTS	2
CLASS B SHORT SLEEVE SHIRTS	3

FWFD T-SHIRTS	3
STATION SHOES OR BOOTS	1
JACKET	1
BELT	1
BADGE	2
NAME PLATE	1
TIE	1
STATION KEY	1

Upon promotion, the following items will be supplied by the City and must be maintained by the Member:

RANK	UNIFORM ITEM	QUANTITY
COMBAT CAPT. OR LT.	BADGE COLLAR BARS	2 1 PAIR
NON-COMBAT CAPT.	BADGE COLLAR BARS WHITE L/S SHIRTS WHITE S/S SHIRTS GOLD NAMEPLATE	2 1 PAIR 2 3 1
INVESTIGATORS	NON-COMBAT CAPT. LIST PLUS WEAPON with HOLSTER DUTY BELT with KEEPERS ASP BATON, PEPPER SPRAY, HANDCUFFS & RADIO HOLSTER BULLETPROOF VEST & CARRIER	 1 1 1 EACH 1 EACH
BATTALION & DISTRICT CHIEFS	NON-COMBAT CAPT. LIST PLUS CLASS A UNIFORM COAT CLASS A UNIFORM PANTS CLASS A HAT with BADGE CLASS A SHOULDER BARS (Remaining Class A items are covered at 50% per Section 2)	 1 1 1 1 PAIR

ARTICLE 33 - <u>ASSUMING DUTIES OF A HIGHER RANK</u>

Section 1. Any Member assuming the duties of a higher paid position in the Operations Division shall be paid at the rate of the position assumed for all hours worked in the respective position.

Riding up in rank pay as an officer on an Engine is equivalent to the hourly rate of a Lieutenant.

Riding up in rank pay on a Truck is equivalent to the hourly rate of a Captain.

Temporarily assisting those permanently assigned to a 40-hour position as well as alternative duty assignments while on sick or maternity leave shall not qualify as assuming duties of a higher rank as it relates to pay.

ARTICLE 34 - <u>SPECIALTY TEAM/TECHNICAL/ANCILLARY PAY PROVISIONS</u>

Section 1. Specialty Team pay shall be provided only to those Members of the Water Rescue Team, the Hazardous Materials Response Team, and the Technical Rescue Team. Qualifications for said pay and the number of paid Members per team shall be stipulated in the Specialty Team policy. Members shall not be eligible to receive more than two Specialty Team pay bonuses.

Specialty Team pay shall be paid at the rate of 3% of a 1st Class Firefighter's salary per year. Team leaders shall

receive pay in addition to Specialty Team pay at a rate of 6% of a 1st Class Firefighter's salary. Team leaders will only be entitled to additional pay when the full-time position of Special Operations Officer is not filled.

Specialty Team Leaders shall receive three Specialty Team days to be used in accordance with Department policy.

Specialty Team Shift Leaders shall receive one Specialty Team day to be used in accordance with Department policy.

Section 2. Technical pay shall be provided to those Members of the following groups:

SCBA Repair Technicians
SCUBA Suit Repair Technicians
Equipment Repair Technicians

The SCBA Repair Team Leader shall receive three Specialty Team days to be used in accordance with Department policy.

Qualifications for said pay shall be recommended by the supervisor(s) of said positions with final approval by the Fire Chief. Members shall not be eligible to receive more than one technical pay bonus, but may receive a Technical pay bonus in addition to any Specialty Team pay bonus for which they are eligible.

Anytime during the life of this Agreement, other Technicians positions may be added to this section as agreed upon between the Union and the City by a letter of agreement.

Technical pay shall be paid at the rate of 3% of a 1st Class Firefighter's salary per year.

Section 3. Ancillary pay shall be provided to those Members of the following groups:

Fire Investigators (Assigned to the Investigations Division)
Fire Inspectors (Assigned to the Code Enforcement Division)
Fire Instructors (Assigned to the Academy)
Fire Public Educators (Assigned to the Public Education Division)
Fire Public Information Officer
Fire Safety Officer
Fire Systems Information Officer
Fire Special Operations Officer Fire
Logistics Officer
Fire Shift Commanders

Qualifications for said pay shall be recommended by the supervisor(s) of said positions with final approval by the Fire Chief. Members shall not be eligible to receive more than one Ancillary pay bonus.

Ancillary pay shall be paid at the rate of 3% of a 1st Class Firefighter's salary per year.

Section 4. Specialty Team, Technical and Ancillary pay shall be pro-rated based upon time spent in the position and shall be paid in semi-annual payments of one-half the annual allotment on or before May 31st and November 30th.

Section 5 A firefighter/paramedic, will be eligible to receive ancillary pay equivalent to 8% of the base rate of a 1st Class Firefighter's pay if they meet the following requirements:

- Hold a paramedic certification through the State of Indiana or National Registry
- Be approved by the medical director of the system
- Be placed in an assigned position by the fire chief as defined in Article 17
- Meet the qualifications defined in departmental policy

Section 6 A firefighter/advance EMT, will be eligible to receive ancillary pay equivalent to 4% of the base rate of a 1st Class Firefighter's pay if they meet the following requirements:

- Hold an advanced EMT certification through the State of Indiana or National Registry
- Be approved by the medical director of the system
- Be placed in an assigned position by the fire chief as defined in Article 17
- Meet the qualifications defined in departmental policy

Paramedic and advanced EMT ancillary pay will be distributed on each pay check that the member is eligible for the pay.

ARTICLE 35 - LONGEVITY BONUS

Section 1. All Members shall be paid a longevity bonus in the year they begin their fourth (4^{th}) year of service and in every year thereafter according to the longevity schedule in Article 35, Section 3.

Section 2. The longevity bonus shall be deemed earned as of the Member's anniversary date. The longevity bonus will be paid on the first paycheck following the first full pay period after his/her anniversary date. Members hired under the three-year Journeyman Apprenticeship Program shall not receive their longevity bonus until after their successful completion of the program and certification as a Journeyman Firefighter.

Section 3.

Longevity Schedule:

Beginning of Seniority Year	Longevity Bonus
4	$2100
5	$2200
6	$2300
7	$2400
8	$2500
9	$2600
10	$2750
11	$2900
12	$3000
13	$3100
14	$3200
15	$3400
16	$3500
17	$3600
18	$3700
19	$4400
20+	$10,000

Section 4. Members who retire before reaching their next anniversary date will be eligible for a prorated longevity bonus calculated from their last anniversary date until their retirement date provided that they have entered the DROP program at least one year prior to their retirement date and have provided their anticipated retirement date and documentation of DROP program participation to the Fire Chief within 30 days of entering the DROP program. Members awarded a Class I or Class II disability by INPRS will be entitled to a prorated longevity bonus as described in this Section regardless of notice.

ARTICLE 36 - RANK DIFFERENTIAL

Section 1. A Probationary Firefighter (Apprentice Firefighter I) shall be paid 85% of a 1st Class Firefighter's salary during his/her first year on the Department. An Apprentice Firefighter II shall be paid 90% of a 1st Class Firefighter's salary during his/her second year on the Department. An Apprentice Firefighter III shall be paid 95% of a 1st Class Firefighter's salary during his/her third year on the Department. This pay scale will secure premium free retiree health insurance in accordance with Article 15 Section 5.

A Lieutenant or Engineer shall be paid 115% of a 1st Class Firefighter's salary.

A Captain shall be paid 119.3% of a 1st Class Firefighter's salary.

A District Chief or Battalion Chief shall be paid 132.9% of a 1st Class Firefighter's salary.

ARTICLE 37 - PAID PARENTAL LEAVE

Section 1. A Member shall be entitled to Parental Leave as set forth in the City of Fort Wayne Policy & Procedure Manual Number 709. The Common Council of the City of Fort Wayne, Indiana passed Special Ordinance No. S-94-18 approving the addition of Policy 709 to the City's Policy and Procedure Manual.

A Member assigned to a twenty-four (24) hour on-duty followed by a forty-eight (48) off-duty schedule shall receive six (6) working days of parental leave.

A Member assigned to a forty (40) hour position shall receive fifteen (15) working days of parental leave.

Paid Parental Leave that also qualifies for FMLA will run concurrently with FMLA leave.

ARTICLE 37A – EMS

Section 1: The City and the Union agree to establish and maintain a joint EMS Committee for the purposes of addressing issues related to FWFD EMS policies and training. Medical protocols are not governed by the FWFD. The Committee shall meet at least quarterly unless mutually agreed upon by the members of the committee to skip a meeting. Meetings can be conducted electronically or in person. The FWFD EMS Chief will provide the Committee's written recommendations to the Fire Chief and the Medical Director. All directives of the Fire Chief shall be made available to the Members by posting on the Department's computer network.

Section 2: The Committee shall consist of the FWFD EMS Chief or his/her designee and not more than two members selected by the Union and not more than two members selected by the Fire Chief. The members selected by the Union will choose one of their members to serve as the chairperson of the Committee. The chairperson will be responsible for scheduling the meetings, developing an agenda for each meeting, and creating any written recommendations to the Fire Chief. A minimum of one member selected by the Union and one member selected by the Fire Chief will be required to conduct business.

ARTICLE 38 - WAGE AGREEMENT

Section 1. Beginning January 1, 2027, the annual base salary of a 1st Class (Journeyman) Firefighter shall be increased by an amount equal to three percent (3.0%) of the 2026 annual base salary of a 1st Class (Journeyman) Firefighter. Beginning January 1, 2028, the annual base salary of a 1st Class (Journeyman) Firefighter shall be increased by an amount equal to three percent (3.0%) of the 2027 annual base salary of a 1st Class (Journeyman) Firefighter. A Member shall be responsible for paying his/her six percent (6.0%) 1977 Pension Fund contribution, which shall be accomplished by way of payroll deduction.

Section 2. Wage Schedule. See Appendix B.

ARTICLE 39 - BINDING AGREEMENT

Section 1. This Agreement shall be binding upon the successors and assigns of all of the parties hereto.

ARTICLE 40 - SAVINGS CLAUSE

Section 1. If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of an existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 41 - DURATION AND CHANGE

Section 1. This Agreement shall become effective beginning January 1, 2027 contingent upon approval and execution by the Common Council of the City of Fort Wayne, the City of Fort Wayne and Representatives of

the Union and shall remain in full force and effect until 24:00 hours December 31, 2028 and from year to year thereafter unless either party in the year 2028 shall notify the other party, in writing, of a desire to amend this Agreement. In the event written notice is given under the provisions of the above, the parties shall meet no later than thirty days after receipt of notice, and the terms of this Agreement shall remain in full force and effect until another agreement is ratified by the parties.

Section 2. No agreement, waiver, alteration, understanding, variation, or modification of any terms or conditions contained herein shall be made by a Member or group of Members 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 and the City.

Respectfully submitted,

For the Fort Wayne Professional Firefighters Union, Local 124:

Todd Kabisch, President

Kevin Bertram, Vice President

Charles Taylor, Secretary

David Cummings, Treasurer

For the City of Fort Wayne:

Sharon Tucker, Mayor

Malak Heiny, City Attorney

Eric Lahey, Fire Chief

City Council Approval Date

APPENDIX A

FORT WAYNE PROFESSIONAL FIRE FIGHTERS UNION, LOCAL #124, INC.

PAYROLL DEDUCTION AUTHORIZATION

NAME: _____ PHONE # _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

EMAIL ADDRESS: _____

DATE OF BIRTH: _____ HIRE DATE: _____

I hereby authorize and direct the City of Fort Wayne to deduct from my payroll check the following amounts, and to remit said amounts to the Treasurer of the Fort Wayne Professional Fire Fighters Union, Local #124, Inc.

- Union Dues & Assessments: As per Local #124 Constitution & By-Laws.
- Political Action Committee Contributions: As authorized by separate deduction cards.

Any benefits due from the Union upon my death shall be paid as follows:

- To my surviving spouse.
- If there is no surviving spouse, to my surviving children in equal shares.
- If there are no surviving children, to my surviving parent or parents in equal shares.
- If none of the above applies, to my estate.

Signature: _____ Date: _____
Local #124 Member

Received: _____ Date: _____
City of Fort Wayne

LOCAL 124 PAC - PAYROLL DEDUCTION AUTHORIZATION

I hereby authorize and direct the City of Fort Wayne to deduct from my payroll check the sum of $4.00 per month (suggested), or ($_____) and to remit that amount to the Treasurer of the Fort Wayne Professional Firefighters Local 124 Political Action Committee.

This authorization is voluntarily made based on my specific understanding that:

- The signing of this authorization card and the making of these voluntary contributions are not conditions of membership in the Fire Fighters Union or of employment by the City.
- The guideline amount indicated above is only a suggestion and that I may contribute more or less and will not be favored or disadvantaged by doing so;
- That I may refuse contributions and stop deductions, by written notice, at any time without reprisal;
- And that the Fort Wayne Professional Firefighters Local 124 Political Action Committee uses the money they receive for political purposes, including but not limited to, making contributions to and expenditures for candidates for local and state offices and addressing political issues of public importance.

Printed Name: _____ Shirt Size: _____

Signature: _____ Date: _____

Return to:
Treasurer, Local 124 Firefighters

Received: _____ Date: _____
City of Fort Wayne

INDIANA FIREFIGHTERS PAC - PAYROLL DEDUCTION AUTHORIZATION

I hereby authorize and direct the City of Fort Wayne to deduct from my payroll check the sum of $2.00 per month (suggested), or ($_____) and to remit that amount to the Treasurer of the Indiana Professional Firefighters Political Action Committee.

This authorization is voluntarily made based on my specific understanding that:

- The signing of this authorization card and the making of these voluntary contributions are not conditions of membership in the Firefighters Union or of employment by the City.
- The guideline amount indicated above is only a suggestion and that I may contribute more or less and will not be favored or disadvantaged by doing so;
- That I may refuse contributions and stop deductions, by written notice, at any time without reprisal;
- And that the Indiana Professional Firefighters Political Action Committee uses the money they receive for political purposes, including but not limited to, making contributions to and expenditures for candidates for local and state offices and addressing political issues of public importance.

Printed Name: _____ Shirt Size: _____

Signature: _____ Date: _____

Return to:
Treasurer, Local 124 Firefighters

Received: _____ Date: _____
City of Fort Wayne

APPENDIX B

Classification	Year	Annual Salary	24/48 [2912]	40 Hour [2080]
District Chief, Battalion Chief	2027	111,601.30	38.3246	53.6545
	2028	114,949.34	39.4744	55.2641
Captain, Inspector Investigator, Instructor Public Educator, PIO Quartermaster	2027	100,180.85	34.4028	48.1639
	2028	103,186.27	35.4348	49.6088
Lieutenant, Engineer	2027	96,569.98	33.1628	46.4279
	2028	99,467.08	34.1577	47.8207
1st Class Firefighter	2027	83,973.89	28.8372	40.3721
	2028	86,493.10	29.7023	41.5832
Apprentice Firefighter III	2027	79,775.19	27.3953	38.3535
	2028	82,168.45	28.2172	39.5041
Apprentice Firefighter II	2027	75,576.50	25.9535	36.3349
	2028	77,843.79	26.7321	37.4249
Probationary Firefighter Apprentice Firefighter I	2027	71,377.81	24.5116	34.3163
	2028	73,519.15	25.2470	35.3457
Specialty Team Pay Technical Pay, Ancillary Pay Ancillary Pay	2027	2,519.22		
	2028	2,594.79		
Paramedic Pay	2027	6,717.91	2.3070	
	2028	6,919.45	2.3762	
Advanced EMT Pay	2027	3,358.96	1.1535	
	2028	3,459.72	1.1881	
Pension Base	2027	93,973.89		
	2028	96,493.10		

Memorandum of Understanding re: Union Time Bank Hours Usage

Article 8, Section 9, of this contract requires that union time bank hours usage must directly benefit City of Fort Wayne firefighters. Section 9 prohibits the use of City funds to compensate union members for activities related to work for outlying fire districts. Classes, conventions, state, and national business, and similar activities engaged in by union members that directly benefit City firefighters will continue as always. Article 8, Section 4, which predates Section 9, continues in effect allowing the use of up to 400 hours for those purposes.

COLLECTIVE BARGAINING AGREEMENT

~~2025 -~~
~~2026~~2027 -
2028

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FORT WAYNE PROFESSIONAL FIRE FIGHTERS UNION LOCAL #124, INC.
~~2025 - 2026~~2027 - 2028 COLLECTIVE BARGAINING AGREEMENT

AGREEMENT

This Agreement is entered into between the City of Fort Wayne, Indiana ("City"), the Fort Wayne Fire Department ("Department"), and the Fort Wayne Professional Fire Fighters Union, Local 124 Inc., Professional Fire Fighters Union of Indiana, International Association of Fire Fighters, AFL-CIO, CLC ("Union").

WITNESSETH

The Members of the Department ("Members") are engaged in providing an essential public service to the community which affects the health, safety, comfort and general well-being of the citizens of the City; and the parties hereto expressly agree to be bound by the terms of this Agreement in consideration of the premises and mutual covenants herein set forth and in further consideration of the high and proper purposes, aims and intentions of the parties hereto; and in order to achieve such purposes, the parties agree as follows:

ARTICLE 1 - UNION AND CITY RELATIONSHIP

Section 1. The Union and the City agree to cooperate fully for harmonious relations, good working conditions, and fair, reasonable and impartial discipline.

ARTICLE 2 - UNION RECOGNITION

Section 1. The City hereby recognizes that the Union represents a majority of the Fire Fighters of the City. The City, therefore, recognizes the Union as the sole and exclusive bargaining agent for Members in matters pertaining to rate of pay, wages, hours of employment, working conditions, and other conditions of employment and further agrees to bargain with no other such agent.

ARTICLE 3 - JURISDICTION

Section 1. The bargaining unit shall be as follows: All Fire Fighters covered by the Indiana Burns Statute Pension Acts of 1937 and 1977, who are permanent and paid employees of the City wherever assigned to duty, but excluding:

A. Fire Chief
B. Deputy Chief
C. Assistant Chiefs

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. The Union recognizes the authority of the City to hire, discipline, transfer, promote, demote, suspend and discharge, assign work and the number of hours to be worked, including overtime work, to increase and decrease the work force, to establish staffing levels per apparatus and vehicles, to establish standards and methods, transfer work or otherwise perform work in the Fire Department as required by the demands to maintain the efficiency of public safety as well as to direct the working force of the Department.

Section 2. The City, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement, which limit and restrict these defined employer rights. Therefore, the City agrees that in exercising the rights herein, nothing shall be construed, or applied, in any manner which negates, modifies or supersedes the rights of Members or the Union, where such rights are expressly set forth in this Agreement.

ARTICLE 5 - UNION MEMBERSHIP AND SECURITY

Section 1. All sworn Members of the Fire Department who are hired and who complete their probationary

period subsequent to the effective date of this Agreement may join the Union and pay monthly dues.

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ARTICLE 6 - DUES DEDUCTIONS

Section 1. The City shall accept a signed dues deduction authorization or agency fee deduction authorization by any Member, active or retired, of the bargaining unit covered by this Agreement as equivalent to a continuing voucher by such Member of the bargaining unit in the amount of monthly dues, or initiation fees or assessments, and insurance premiums as applicable, and service charges otherwise due to the Union.

Section 2. Deduction of Union dues shall be made from the payroll of the first pay ending date of the month, following the month in which the authorization was received, and monthly thereafter by the same method. Deductions provided herein shall be deposited to a bank account specified by the Treasurer of the Union the same day the deductions were made and shall include all deductions requested.

The City shall furnish, with the deductions remitted, an alphabetized listing of each Member for whom a deduction is made showing the exact amount of each respective deduction made.

ARTICLE 7 - DISCRIMINATION

Section 1. The City will not interfere with, restrain or coerce the Members because of membership in or activity on behalf of the Union. The City will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any Member 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 City and the Union agree that it will not discriminate against any applicant for employment, or any present Member, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training, transfers, 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, sexual orientation, gender identity, national origin, age (as required by law), disability, political affiliation or activities, or the exercising of any rights under the grievance procedure, and protection from reprisal for lawful disclosure of information.

Section 3. The City further agrees that any violation of Title VII of the 1964 Civil Rights Act as amended, the Equal Pay Act as amended, or Executive Order 11246 as amended, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement. However, no duty to arbitrate such a claim shall exist if the Member involved files an administrative claim or civil action with respect to the claimed violation.

Section 4. If any provisions herein should be determined to be in a conflict with the federal American with Disabilities Act ("ADA"), the applicable provisions of the ADA shall control. However, no duty to arbitrate such a claim shall exist if the Member involved files an administrative claim or civil action with respect to the claimed violation.

ARTICLE 8 - UNION LEAVE

Section 1. The President of the Union ("President") must advise the Fire Chief thirty (30) days prior to the annual vacation draw, regarding his/her choice between two possible assignments with the Department for the upcoming calendar year. The President may choose to work forty (40) hours per week in his/her role as President or may choose to work in the operations division on a twenty-four (24) hour on-duty followed by forty-eight (48) hour off-duty schedule at his/her merited rank.

Section 2. If the President chooses and is assigned to a twenty-four (24) hour on-duty followed by forty-eight (48) hour off-duty schedule, any time spent conducting union business must be directly related to his/her duties to City of Fort Wayne firefighters who are members of this bargaining unit, and must be charged against the Union time bank hours. However, when the President has elected to work in the operations division, time spent on union business pursuant to Article 8, Section 7, will not be charged against Union time bank hours provided that if the

time requires the President to leave the station, he or she must provide notice of his or her absence from duty through the union time request distribution list and specify the qualifying reason for absence as set forth in Section 7, e.g., legitimate collective bargaining business, grievance handling, impasse procedures, etc. Unless the President's absence from the station requires less notice due to urgent circumstances, he or she must provide notice seventy-two (72) hours prior to the absence.

If the President chooses to work as a full-time union president, he/she shall receive pay and benefits for a 40-hour position at his/her merited rank. The Union shall reimburse the City on a quarterly basis for the full cost of the President's pay and benefits, which shall be invoiced to the Union. Failure of the Union to pay the full cost of the President's pay and benefits within 45 days of the invoice will result in the President returning to the operations division on a twenty-four (24) hour on-duty followed by forty-eight (48) hour off-duty schedule for the remainder of the calendar year at his/her merited rank. In the event this occurs, the President must align his remaining vacation with available days on the vacation calendar.

Section 3. While serving as the President, and engaging in matters on behalf of the Union, he/she shall not suffer any loss of seniority; any loss of financial remuneration; and, he/she shall be compensated as a full-time Fort Wayne firefighter employed by the City at his/her merited rank.

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

The President shall continue to participate in any legally mandated training including training that would maintain a required certification. The President shall also continue to comply with Department rules, regulations and grooming standards that are not inconsistent with Union activities.

Once the President assumes office, he/she will remain at the pay level he/she was entitled to according to his/her merited rank. However, the President shall be entitled to any annual wage increase received by other Members. He/she shall also continue to be afforded all rights and privileges provided to other Members.

When a President no longer serves as President, he or she will be returned to the operations division on a twenty-four (24) hour on-duty followed by a forty-eight (48) hour off-duty schedule at his/her merited rank.

Section 4. The City shall donate two thousand (2,000) hours annually to the Union Time Bank ("UTB") to be used at the discretion of the Union; however, the Union may only use up to four hundred (400) hours in the UTB for State, National, International business and to attend conventions. The Fire Chief must approve, in writing, any request for UTB hours in excess of four hundred (400) per year for State, National, International business and to attend conventions. The Union may not use UTB hours to lobby members of the Indiana General Assembly; or, to provide testimony before the Indiana General Assembly including regular session, special session or committee hearings. The Union may not carry over UTB hours from one calendar year to the next.

Section 5. State and Local Officers (President, Vice President, Secretary, Treasurer and Trustees) of the Union shall be granted time off without loss of pay as needed to attend to Union activities, provided prior written request is received by the Fire Chief or his/her designee. In emergency circumstances, when prior written notice cannot be given, the Union will give prior oral notice followed by written notice as soon as possible. Hours requested under this Section 5 will be deducted from the UTB.

A minimum of two (2) non-officer members of the Union shall be granted time off as needed to attend Union activities at the request of the President provided the request is made seventy-two (72) hours prior to the date and time the time off is to be used and further provided that the request does not interfere with any prescheduled Department events such as scheduled training, or with manpower needs associated with a declared emergency. Any denial of requested time off subject to the Fire Chief's discretion may be based on the ability of available personnel to provide required services but may not be based on any contractual obligation to pay overtime under Article 19 Section 5. Hours requested under this Section 5 will be deducted from the UTB.

The Fire Chief shall have the discretion to allow more than two (2) non-officer members of the Union time off to attend Union activities or to deny any time off if less than seventy-two (72) hours of notice is provided.

However, such discretionary approval shall not be arbitrarily withheld. Hours requested under this Section 5 will be deducted from the UTB.

Section 6. A minimum of one (1) Member per day, as designated by the President, shall be granted time off as reasonably needed without loss of pay to represent the Union and the Department at any Line of Duty Death funeral in contiguous states to which the Union desires to send representatives. Hour requested under this Section 6 will be classified as administrative time and will not be deducted from the UTB.

A minimum of two (2) Members per day of the Honor/Color Guard shall be granted time off as reasonably needed without loss of pay to perform at funeral showings or services or other activities as requested by the Fire Chief or the President. Hours requested under this Section 6 will be classified as administrative time and will not be deducted from the UTB.

Section 7. No deduction in wages shall be made against Union representatives for hours chargeable to the union time bank or used in connection with legitimate collective bargaining business or grievance handling, including impasse procedures or for investigating potential grievances or problems which could prevent disruptions of harmonious relationships desired by both the City and the Union. The Union is entitled to a negotiating team of not more than four (4) Members. Every effort shall be made to mutually agree to schedule meetings when the smallest number of Members of the negotiating team shall be on duty.

Section 8. The City shall recognize grievance representatives as designated by the Union in writing. Union representatives shall be afforded such reasonable time as needed to carry out their grievance responsibilities. Any grievance representative who finds it necessary to leave his/her workstation to transact legitimate grievance business may do so after notifying his/her supervisor who will release him/her in a reasonable amount of time. The representative will notify the supervisor of the legitimate grievance business. The Union agrees to make reasonable effort in the conduct of grievance matters to minimize interference with production and the orderly operation of the City, and further agrees that alternates will process grievances only in the absence of the representative. No deduction in wages shall be made against Union representatives for time spent in meetings with Management

Section 9. The Union President and any Union representative may only use the Union time bank and/or receive wages from the City for work directly related to City of Fort Wayne firefighters who are members of this bargaining unit.

Section 10. Time chargeable to the union time bank, or otherwise considered to be union leave, is not considered work time under the FLSA or this Agreement, but shall be paid as provided in this Agreement.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievance Defined: Should any dispute or difference ("grievance") arise between the City or its representative and the Union as to the meaning and application of any provision of this Agreement, such grievance shall be settled in accordance with the Grievance Procedure. Suspensions, dismissals, and reductions in grade cannot be grieved or arbitrated. Any matters governed by statutory provisions shall not be considered grievances and subject to the grievance procedure herein.

Section 2. First Step: The complaint of the Member shall be presented to the Fire Chief or his/her designee in writing within fourteen calendar days following knowledge of the action giving rise to the grievance. When the grievance results from an announced change to terms and conditions of employment, the fourteen calendar day period commences upon the Union's knowledge of such change. If the Union submits a request for information to the City within fourteen days following the notification of a proposed change, the time limit for filing a grievance will be measured from the date of the City's response to the request.

The grievance shall be detailed on an approved grievance form provided by the Union and shall be signed by the aggrieved employee and a Member of the Union Executive Board or its designee. The Fire Chief or designee shall thereupon arrange a meeting with the aggrieved Member and/or any Union representative to help present his/her case. Said meeting shall be held not later than ten calendar days after the Fire Chief or designee has received the written grievance. The Fire Chief or designee shall give a written answer within ten calendar days after this meeting. Reasonable effort shall be made by management to conduct all grievance meetings on a scheduled workday of the grieved employee between the hours of 8:00 a.m. and 5:00 p.m.

Section 3. Second Step: If the grievant is not satisfied with the result of Step 1, the Union Representative may advance the grievance to Step 2 by submitting a written request to the Labor Relations Manager within ten

days of the written answer. The Labor Relations Manager, or his/her representative, shall meet with the Union Representative to discuss the grievance within ten days of receiving notice that the grievance has been appealed. Within ten days of the discussion, the Labor Relations Manager or his/her representative shall give a written answer to the Union.

Section 4. Arbitration Procedure: If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within twenty-five days following receipt of the City's second step answer, notify the City of the Union's intent to arbitrate the dispute. Such notification shall be in writing to the Labor and Employee Relations Manager, with a copy to the Fire Chief. Upon receipt of such notification, the City and the Union shall submit a request for a list of seven arbitrators from the Federal Mediation and Conciliation Service. Should FMCS fail to provide a panel within 14 days of a request and payment being made, either party may request a panel from AAA or another mutual agreeable entity. The parties will split the cost of the first panel. Each party may request one additional replacement panel if that party is dissatisfied with the panel presented. The party requesting the additional replacement panel must pay the cost of that panel. After receipt of the panel of arbitrators, the parties shall draw lots to determine who shall strike the first name from the list, 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 add to the terms or provisions of this Agreement. The decision of the arbitrator shall be in writing and rendered within 30 calendar days of receipt of the parties' briefs, if briefs are submitted, or the close of the evidentiary hearing if no briefs are submitted 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 fails or refuses to abide by the decision of the arbitrator, the offended party can bring an action in the appropriate court. The court in its discretion will award the prevailing party reasonable attorney fees in addition to any other relief ad- judged. The Union and the City shall equally share the fees of the arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

Section 5. Time Limitations: All time limits prescribed in Article 9 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 10 - PREVAILING RIGHTS

Section 1. All rights, privileges and working conditions permissible by law enjoyed by Members at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by direct order of the Fire Chief. However, prior to such changes being made, the Fire Chief shall give fourteen calendar days written notice of such change to the Union, setting forth the circumstances which necessitate the change. Upon receipt of such notice, the Union shall have the right to meet with the Fire Chief to discuss any objection to the change. Where reasonable objections are made by the Union, the Fire Chief shall make a reasonable effort to satisfy such objections.

ARTICLE 11 - WAGE AND MONETARY FRINGE NEGOTIATIONS

Section 1. The City and Union agree to commence negotiations for wages and monetary fringe benefits no later than the first week in March of the final year of the Agreement. Notification shall be in writing.

ARTICLE 12 - BULLETIN BOARDS/COMPUTER NETWORK

Section 1. The City shall provide bulletin boards at each work location for exclusive use by the Union, which are to be located in areas where Members normally work.

Section 2. The City shall not allow the Union use of the City email system to circulate correspondence related to Union business to the membership except for membership meeting reminders; published agendas/minutes for said meetings; and, event reminders. Any such correspondence shall be subject to the terms of Article 12, Section 4. Further, any such correspondence shall not contain anything reflecting adversely on the City or any of its officers.

Section 3. The Union shall be provided a site on the Department's network to post Union documents or forms of interest to the Members. Such documents may include, but not be limited to: the Collective Bargaining Agreement, the Union's Constitution & By-Laws, grievance forms, payroll deduction forms, etcetera.

Section 4. Notices or material posted on bulletin boards and the Department's network, including communication sent by City email, shall be subject to review by the Fire Chief or his/her designee and bear the legible designation of the person responsible for placing such notice or material. Notices or material shall not contain anything reflecting adversely on the City or any of its officers. Notices posted must be dated and bear the signature of the President or his/her authorized representative such as other Union Executive Officer, Station House Steward or Station House Captain.

ARTICLE 13 - OUT OF DEPARTMENT TRANSFERS

Section 1. No Member shall be transferred out of the Department, unless mutually agreed upon by the City and the Union, to any department not directly related to Fire Fighting, Fire Apparatus Repair, Fire Communication, Fire Alarm System Repair, Fire Training, and Fire Prevention, or any other service which is not recognized under Indiana state statute as a responsibility of a Fire Department or the Fire Chief. Any Member who is transferred within the guidelines established and answering all requirements for the job transferred to, and who within six months, is determined not to have the ability to perform such job shall be advised of the specific reasons resulting in the disqualification. The disqualified Member shall have the right to return to his/her previous job and pay without prejudice. Members transferring to non-Operations positions within the Fire Department may be required to agree to remain in the division transferred to for no more than two years before requesting a transfer back into the Operations division.

Section 2. No Member shall be required to perform the duties of a position under the jurisdiction of any other union.

Section 3. No Member shall be required to perform any duties related to annual fire hydrant maintenance.

ARTICLE 14 - EDUCATIONAL ASSISTANCE

Section 1. The City will make educational assistance/tuition reimbursement for attending classes available to a Member related to the duties of his/her position. A Member shall be reimbursed the cost of the class upon providing the Fire Chief or his/her designate proof of successful completion of the class and receipt of payment. Successful completion shall be evidenced by a grade of "C" or above in graded classes, "Pass" in Pass/Fail classes, or the certificate or license granted as appropriate. Members must obtain prior written approval for the class from the Fire Chief to be eligible for reimbursement. The Department will allow a Member necessary time off without loss of pay to attend approved classes if minimum manning levels are not compromised.

Section 2. An annual educational bonus of $450.00 shall be paid to any Member who has attained a degree from an accredited institution. To obtain a bonus initially, a Member must submit a copy of his/her diploma to the Fire Administrative Office by November 1st. Bonuses for that year as well as subsequent years will be paid on or before November 30th.

Section 3. The City agrees to provide on-duty in-service training, at no cost to Members to allow them to maintain their emergency medical service or other duty-related technical field certifications as required by the Department for as long as the Department continues to respond to medical emergencies in the community. In the event the City discontinues EMS service/responses, EMT certifications would no longer be a requirement. Off-duty training outside of regularly scheduled work hours authorized by the Fire Chief will be considered work time for FLSA overtime calculations.

ARTICLE 15 - INSURANCE

Section 1. Life insurance for actively employed Members shall be provided in the amount equal to a 1st Class Firefighter's annual salary double indemnity. As of September 8, 2011 life insurance for retired Members shall be provided in the amount of $17,500.

Section 2. The City shall offer health and dental insurance coverage for active Members and their

dependents to the extent not in conflict with City ordinance regarding spousal coordination of benefits. A representative of the Union, as designated by the President, shall be included in the process of the examination of factors affecting future increases in the rates that Members will be assessed.

Section 3. The surviving spouse and dependent children of Members who die while actively employed shall be provided health insurance at no cost to them. The policy granted shall be the same as that carried by active employees. This coverage shall remain in effect until the spouse is eligible for Medicare or in the case of children until the age of twenty-six (26).

Section 4. Members retiring prior to 1-1-2005 shall be entitled to health insurance retirement benefits as detailed in the Agreement in effect upon the date of their retirement.

Section 5. Members who retire with twenty (20) years of service or more shall be provided health and dental insurance coverage with all premiums contributed/paid for by the City. The policy granted with no premium cost to the retiree shall be the lowest deductible plan. The Member may elect to participate in another plan available to active Members and pay the premium rates equal to active Member rates. For Members hired after 1-1-2014, retiree health insurance premiums are fully funded by the probationary firefighter pay scale and secure insurance at no cost upon retirement. Retired member's spouses shall be covered under the policy regardless of the spouse having qualifying insurance from another employer.

Section 6. Members who terminate service due to a job-related disability pension shall be provided health and dental insurance coverage with all premiums contributed/paid for by the City. The policy granted with no premium cost under this Section 6 shall be the lowest deductible plan. The Member may elect to participate in another plan available to active Members and pay the premium rates equal to an active Member rate.

Section 7. The insurance plans offered to retired Members shall be the same as those offered to active Members, and shall continue to be offered to the retiree until the retiree becomes eligible for Medicare. 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, the plan in which the retiree was previously enrolled.

Coverage will be provided for the retiree's eligible family members as of the time of retirement. While family members will be removed from the plan due to age (dependents on their 26th birthdays) or divorce, new members (new spouse or stepchildren) in the family cannot be added.

If the Member's spouse has not yet reached the eligibility age for Medicare at the time the Member becomes eligible, the spouse's coverage will continue to be offered by the City until the spouse becomes eligible for Medicare. In the event the Member dies while eligible for this benefit, the surviving spouse shall be allowed to continue to participate in this benefit until he/she becomes eligible for Medicare.

Section 8. Should either the state or federal government pass legislation mandating all employers to participate in a national or statewide health care plan, the City's contributions for the Members' health care that were negotiated into this Agreement prior to the passage of such state or federal law shall continue to be a part of the Agreement. The City's contributions shall first be applied to the premium cost of the state or federal plan. Any remaining amount shall be used to purchase supplemental coverage for those items covered under the current health care plan that may not be equally covered under any state or federal mandated plan.

ARTICLE 16 - PHYSICAL EXAMINATION

Section 1. The City shall continue its practice of providing an annual physical to each Member at no cost to the Member. No changes in the components of the physical shall be made without 30 days prior notice to the Union. The physical will be scheduled for on duty time and will be considered work time for the purpose of FLSA overtime calculations.

Section 2. The annual physical examination shall include, but not be limited to, the following:

Initial Personal Medical Profile
Blood Chemistry Analysis
Urinalysis (excluding illicit drug screen) Pulmonary
Function Analysis

Chest X-ray (every five years or as medically indicated) Cardiac
Stress Analysis
Audiometric Function Analysis Vision
Analysis
HIV (upon fire fighter's request)
Blood Drawn PSA Test (upon firefighter's request) Pap
Test (upon firefighter's request)
Mammogram (upon firefighter's request)

All new Members shall be screened for Hepatitis B and C. Additional screening shall be as medically indicated and in compliance with federal OSHA regulations, CDC recommendations, and NFPA guidelines.

All Members will be screened for Tuberculosis as recommended by the Local Department of Health while on duty at no cost to the employee and will be considered work time for the purpose of FLSA overtime calculations.

Section 3. Additional diagnostic tests that are required by the City Physician and are needed to determine a Member's fitness for duty will be paid by the Department. Treatment for a non-duty related diagnosis shall be paid by the Member or his/her health plan.

Section 4. The City will use its best efforts to continue to pursue implementation and maintain the Wellness-Fitness standards established by the International Association of Fire Chiefs and the International Association of Fire Fighters.

Section 5. Retired or disabled members may elect to participate in an annual physical examination at the City's negotiated rate pursuant to their City provided insurance plan.

ARTICLE 17 - <u>STATION BID</u>

Section 1. "Station bid" as defined in this Article shall mean that non-ranking Members in the Operations Division shall have the right to bid for the station that they would most like to serve. Department seniority shall prevail in bidding for job openings within the Operations Division.

Section 2. The Fire Chief or his/her designated representative shall record all bids and observe the engine houses as they fill to ensure shift equality. Once the bids have been completed, those jobs shall be held until a job opening occurs.

Section 3. The City recognizes the following positions available in the Operations Division for the bid and bump system:

3 bid spots per apparatus

2 assigned positions per apparatus (1 officer, 1 paramedic/advanced-EMT)

Minimum of 4 people per day per apparatus, extra personnel will be shipped out to cover vacancies per ship out policy. Assigned positions take priority over bid positions.

Probationary firefighters will be assigned by the Administration.

The Union recognizes the Administration's right to designate assigned positions for officers, paramedics, Advanced EMT's and probationary firefighters on fire apparatus. Firefighters may be transferred out as needed in accordance with department policy.

Section 4. The following are the rules governing Station Bids:

A. Job openings shall be posted for bid within fourteen calendar days.

B. The posting will name the assignment and the date of the bid posting and closing. Bids will remain open fourteen calendar days.

C. Station jobs up for bid shall be filled by the applicant with the highest departmental seniority.

D. A Member may bid on more than one job.

E. Members with bid rights may elect to bid Temporary Duty (TDY) status on a given shift thus

surrendering their current bid assignments. These Members are subject to all rules outlined in this Section.

F. A vacant position may be filled temporarily by the Fire Chief using any Member on that shift who is not holding a permanent bid position. The position will continue to be listed in bid postings as available and may be bid upon during the posted bid periods.

G. Members must bid for jobs on forms approved by the Department, in person, by signature, and will receive a receipt to show that he/she has placed a bid. The Member will retain the original and the person issuing the receipt will forward the copy to the Fire Chief or his/her designee. A Member may remove his/her name from the bid by submitting a desire to do so via email to the Fire Chief or his/her designee while the bid is still open.

H. A temporary job opening is defined as one resulting from sickness, injury or other leave of absence that will have a duration of not more than one year. These temporary job openings may be filled at the Fire Chief's discretion by non-bid personnel.

If a temporary job opening terminates because of death, retirement, disability pension, resignation, or end of time limit, that job shall be posted for bid in the manner described previously.

I. Temporary assignments shall not be used to avoid the bid system.

J. Jobs successfully bid will be filled within seven calendar days.

K. A Member shall be eligible to exercise seniority bid for preferred job openings in the Operations Division commencing with the first bid posting following completion of three years of service and successful completion of the Third Year Journeyman Program testing.

L. In the event it becomes necessary to balance shift staffing, the Member with the least seniority not holding a permanent bid spot will be moved, unless a more senior Member volunteers to move.

M. Nothing in this Agreement shall prevent the City from creating new job classifications or extending or decreasing existing job classifications provided each new job classification is posted for bid in accordance with the bidding procedures described herein.

ARTICLE 18 - <u>BUMP SYSTEM</u>

Section 1. In the event it becomes necessary to close an engine house, put a manned piece of apparatus out of service, or a Member is removed from or voluntarily resigns his/her position rank, those Members affected shall be afforded the right to exercise their seniority and bump into existing jobs providing they meet the job specifications. Those Members displaced by being bumped shall then exercise their seniority rights for jobs in like manner. Failure to exercise these rights within fourteen calendar days after notification will result in losing of the right to bump. This bump system pertains only to those positions identified in Article 17, Section 3.

Section 2. Once the decision has been made to displace a Member, the station affected will be notified. Members at the station will be given 72 hours to make a decision to stay in their bid positions or accept the bump. The process will begin by asking the most senior Member to the least senior Member until the bump has been accepted. Each Member making a decision will indicate his/her decision in writing to the Fire Chief or his/her designee.

Section 3. The Member accepting the bump will have up to fourteen calendar days to exercise his/her bump rights or lose it. He/she will be considered non-bid personnel until he/she exercises his/her bump right.

Section 4. Those Members accepting a bump may bump to any station where there is a Member with less seniority in a bid position.

Section 5. An FD-51 "Station Bid Form" must be submitted for any bump with the word "BUMP" at the top and the Member's bump selection.

Section 6. Members voluntarily leaving an ancillary, appointed, or promoted rank, prior to serving 12

months will not be eligible to "bump".

ARTICLE 19 - GENERAL PROVISIONS

Section 1. Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

Section 2. Members shall be assigned to work at one specific location. Subsequent to reporting, the City will be responsible for providing transportation from the reporting site to the scene of an emergency. If a Member is transferred after reporting to his/her initial job site and does not have adequate motor vehicle transportation, the Department shall provide such. In this event, the Department has a responsibility to have the Member back to the location of origin no later than 7:30 a.m. the next morning. The City will make a reasonable effort to meet this responsibility. If a Member has transportation, he/she shall transport himself/herself.

Section 3. The City shall provide the Union with a "Word" version of this Agreement (without signatures) and make available a PDF version of this Agreement (with signatures) on the City's Intranet.

Section 4. No Member of the Operations Division shall be required to perform any outside duties not dispatched as emergency through the normal run procedure established by the Department when outside temperature is 10 degrees Fahrenheit or 0 degrees wind chill or less, or 91 degrees Fahrenheit or greater. The National Weather Service shall be used to establish temperature.

Section 5. No fire apparatus shall be dispatched on an emergency incident with fewer than three firefighters manning the apparatus at any time. For each piece of apparatus the number of designated positions will be: four persons and a minimum of four Battalion Chiefs per shift. If the Fire Chief or his/her designee determines the staffing level on his/her next shift will be less than full staffing per designated positions as described above, he/she shall implement overtime procedures consistent with the Hireback Policy. The loss of personnel will not require replacement through the hire back procedure unless the loss extends ten hours or beyond. It is generally recognized that Apparatus may be manned with fewer than four firefighters not to exceed 10 hours or beyond through the course of a shift.

Section 6. As the City establishes additional Fire Stations, the City agrees to furnish each new facility with sufficient items for the operation and maintenance of the station and for the convenience of the Members assigned there. Such items shall include, but not be limited to: appliances such as stoves, refrigerators, dishwashers, and coffee makers; cleaning equipment and supplies; cooking equipment such as pots, pans, utensils, and gas grills; eating ware such as plates, bowls, glasses, silverware and cutlery; tables, chairs, desks, beds, lamps and computers. The Department will maintain and repair or replace necessary appliances, furniture, fixtures, and equipment at all work sites.

Additionally, the following specific items will be furnished and maintained for all stations when reasonably deemed appropriate by the City: One television and exercise equipment.

Section 7. Other than as stated in Department's Rules and Regulations and Sick Leave Policy, active Members shall not be restricted in off-duty employment, except that they may not work for or volunteer for any other public or private fire department or emergency medical service provider .

ARTICLE 20 - SAFETY

Section 1. The City and the Union agree to establish a Safety Committee comprised of an equal number of representatives of each side for the purpose of investigation, study and recommendation on appropriate matters pertaining to safety within the work environment. All findings and recommendations of this committee shall be forwarded in writing to the Fire Chief with a copy to the President.

Section 2. The committee shall consist of no more than three representatives selected by the Fire Chief and no more than three selected by the Union. A minimum of one representative from each side must be present at any given meeting to conduct business. This committee shall meet at least once quarterly unless mutually agreed upon by both the Union and the City.

ARTICLE 21 - BILL OF RIGHTS

Section 1. This Article is known and may be cited as the Fire Fighters Procedural Bill of Rights. These rules shall be for the government of the Department and shall be a part of the internal personnel policies. For purposes of this Article, the term Fire Fighter includes all Members of the bargaining unit, on full time active duty, as defined in Article 3, herein. Here below are listed and defined their Rights, to wit:

1. Members shall have the right to Union or legal representation during interview or questioning for any matter concerning their activities.

2. Members shall have the right to Union representation selected by the Union, or an attorney of the Member's choice and expense, during any interview or hearing on complaints that are heard by the Merit Commission.

3. Members shall receive public assistance in regard to any job related civil or liability suits at law in accordance with General Ordinance No. G-30-75, 29 December 1975.

4. Members shall not receive any discipline for exercising their rights as a citizen guaranteed by the Constitution of the United States and the State of Indiana.

5. Members shall not be required to undergo polygraph or voice inflection testing at any time.

6. Members shall not be demoted, except for just cause and after appropriate hearing and determination by the Merit Commission.

7. When, for any reason, any Member is under investigation by his/her Superior Officer, or any other duly assigned member of the Fire Administration, which could lead to disciplinary action, demotion, dismissal or transfer of administrative charges, and to insure that such investigations are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each Member, the following rules of procedure are hereby established, and will be followed:

   A) The interview or questioning shall be conducted at a reasonable time when the Member is on duty and during normal working hours for the Member. The interview or questioning shall be completed as soon as possible. Time shall be provided for personal necessities, meals, telephone calls not related to the investigation, and rest periods.

   B) The Member being interviewed or questioned shall be informed at least 72 hours prior to such interview or questioning of the rank, name and command of the officer in charge of the questioning.

   C) The Member shall be informed of the nature of the investigation, of whether he/she is a witness or the object of the investigation, and of any charges against him/her at least 72 hours prior to any questioning.

   D) The interview or questioning session shall be for a reasonable period of time, not to exceed four hours.

   E) The Member under investigation shall not be subjected to offensive language or threatened in any manner whatsoever.

   F) The Member shall not be subjected to visits by the press or news media without his/her express consent, nor shall his/her home address or photograph be given to anyone without his/her express consent.

   G) The complete interview of a Member shall be recorded. The Member shall be given a copy of the recording or a copy of the transcript as soon as possible. The Member shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports made by investigators. This does not preclude the Member from recording the interview on his/her own recording device.

   H) If the Member is likely to be placed under arrest as a result of the investigation, he/she shall be completely informed of all his/her rights prior to the commencement of the interview.

I) The investigative process as defined in this Section shall be subject to the grievance procedure. If any disputes or concerns arise regarding the manner in which such investigation is conducted, the involved parties shall have the right to file a grievance.

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

8. No Member shall have any comment adverse to his/her interests entered in his/her personnel file without he/she having first read the instrument containing the adverse comment and indicating he/she is aware that such comment is being placed in his/her file or other place of recordation of such comments, except that such entry may be made if, after reading the instrument containing any adverse comment the Member refused to sign it. A witness shall thereafter note that such Member was presented with the opportunity to read and sign such instrument and refused to do so.

9. A Member shall have ten days within which to file a written response to any adverse comment entered in his/her personnel file. Such written response shall be attached to and shall accompany the adverse comment.

10. Disciplinary documents in a Member's personnel file shall be removed after they cease to have an effect on progressive discipline according to the Merit Commission Rules. Exceptions to this rule will be if a similar violation takes place within that time frame or if the record retention laws require maintaining the document for a longer period. In such event, the record will remain on file until the latest occurrence ceases to have an effect on progressive discipline according to Merit Commission Rules or, in the case of record retention laws, the document may be removed.

11. Except as otherwise provided by law, no Member shall be prohibited from engaging in, be coerced into, or required to engage in political activity.

12. No Member shall have his/her personal locker, desk, or other space for storage that may be assigned him/her, searched unless a valid search warrant has been obtained.

13. Members shall have the right, subject to applicable laws, to inspect any files maintained by the Department regarding the Member's employment, including but not limited to: personnel files, medical files, training files and disciplinary files, and may be accompanied by a Union representative or attorney while doing so. Any unresolved alleged discrepancies shall be subject to the grievance procedure.

ARTICLE 22 - POLICY AND PROCEDURES

Section 1. The City and the Union agree to establish and maintain a joint Policy and Procedures Committee for the purpose of discussing and providing input regarding policies and procedures. Recommendations may be made to the Fire Chief. All directives of the Fire Chief shall be made available to the Members by posting on the Department's computer network.

Section 2. The committee shall consist of no more than four representatives selected by the Fire Chief and no more than four representatives selected by the Union. A minimum of one representative from each side must be present at any given committee meeting to conduct business. This committee shall meet at least every quarter unless mutually agreed upon by the Union appointees and the City appointees to postpone a meeting.

Section 3. Any Member who believes that a Fire Chief's directive implemented under this Agreement or Department's policy has been improperly applied to the Member or Department shall notify the President of such a complaint within seven days after the challenged occurrence. Any untimely complaint shall be summarily dismissed. In the event of a timely complaint, the President and the Fire Chief shall meet, at a mutually convenient time and place, to review the merits of the Member's complaint. If the Fire Chief and the President reach an agreement on the resolution of the complaint, that resolution agreement shall be controlling and final and no further appeal shall be provided to the Member. Any agreed resolution between the Fire Chief and the Union President, however, shall control only the pending complaint and may not be cited by either the City or the Union as binding precedent in the event of a future complaint arising under the same or similar directive. If the Fire Chief and the President cannot reach an agreed resolution of the complaint, the President or Fire Chief may,

within fourteen days of disagreement, appeal the matter to the Deputy Mayor for final resolution.

ARTICLE 23 - DEPARTMENT SENIORITY

Section 1. "Seniority," as defined in this Article, means the total length of continuous employment within the Department. For purpose of lay-off, the Member with the least seniority shall be laid off first. If more than one Member was hired on the same date, seniority shall be determined by chance draw of the cards, with Social Security numbers used to rank those Members for the draw of cards. The total social security number is used with the lowest number considered first. Each Member shall draw his/her own card for seniority. In the event the Member cannot be there, an alternate shall be appointed to draw for him/her by the officer conducting the draw. Seniority draw shall be conducted on or before graduation from the Fire Academy. Once a position has been established that position shall be held thereafter. Recall after lay-off shall be by seniority.

Section 2. Seniority List: The City will furnish an updated Department-wide seniority list showing name and date of employment to be posted on a bulletin board in the Fire Station, and to be given to the Union annually each January and whenever the list is updated due to new hires.

Section 3. Probationary Employee Defined: All new Members shall be considered probationary employees for a minimum of twelve months from the date they are sworn in and until completion of all probationary training requirements, and may be disciplined or discharged at will during the probationary period in accordance with the merit rules and without resort to the grievance procedure set forth herein. Probationary employees shall otherwise be covered by all terms and conditions of this Agreement unless otherwise prohibited by state law.

Section 4. Departmental Seniority: An employee shall be considered terminated and his/her departmental seniority broken when the Member quits, is discharged for just cause, retires, or is placed upon disability. Any Member reinstated to active duty shall have departmental seniority reinstated equal to that attained when the Member last left active duty status. No departmental seniority is accrued for any time not served on active duty. This article defines departmental seniority only and not seniority for pension benefits, which is governed by state law.

ARTICLE 24 - LATERAL TRANSFERS

A Laterally Transferred Firefighter shall be paid 85% of a 1st Class Firefighter's salary during his/her first year on the Department. A Laterally Transferred Firefighter shall be paid 90% of a 1st Class Firefighter's salary during his/her second year on the Department. A Laterally Transferred Firefighter shall be paid 95% of a 1st Class Firefighter's during his/her third year on the Department. This pay scale will secure premium free retiree health insurance in accordance with Article 15 Section 5. Fort Wayne Fire Departmental seniority date will be used to determine all other benefits.

ARTICLE 25 - HOURS OF WORK

Section 1. Basic Work Schedules:

A. The standard schedule for Members assigned to the Operations Division shall be 24 hours on duty followed by 48 hours off duty, with reporting and relief time being 0700 hours. However, Battalion Chiefs shall have reporting and relief times of 0630 hours.

Members assigned to the Operations Division may work other schedules on a temporary basis when necessary to accommodate training if agreed between the Member and the Fire Chief. If a Member agrees to participate in training after receiving notice of the training schedule, the Member's participation will be considered as his/her agreement to the schedule. When training results in a schedule change pursuant to this Section, the firefighter will be paid overtime only as required by the overtime provisions of the FLSA set forth in 29 CFR § 553.230(c) as applicable to their regular pay period, *i.e.*, the temporary schedule change will not result in paying contractual overtime or changing the designated FLSA pay period computation.

The hourly rate to be used for both contractual and FLSA overtime calculations for personnel assigned to a 24/48 schedule shall be calculated using the FLSA methodology for calculating the "regular rate" as set forth in 29 CFR

§ 778.109, *et seq*. Members assigned to the Operations Division will be compensated based upon a pay period of 7 to 28 days, as determined by the City, and will be compensated for FLSA overtime as set forth in 29 CFR § 553.230(c).

B. The standard workweek shall be forty hours per week for all Members assigned to any division outside the Operations Division, with the following exceptions: The standard work schedule for Fire Investigators may be 24 hours on-duty followed by 48 hours off-duty.

The reporting and relief times for Members not assigned to the Operations Division may be set as best satisfies the duties of the divisions or the positions.

The hourly rate for both contractual and FLSA overtime calculations for personnel assigned to a 40-hour schedule shall be calculated using the FLSA methodology for calculating the "regular rate" as set forth in 29 CFR § 778.109, *et seq.*

C. Members temporarily placed on other work schedules to accommodate training will not be required to work their regular scheduled shift for at least 24 hours prior to the start of the training and at least 24 hours after the training ends. Any regular shift hours a Member does not work due to this provision will be entered as administrative time.

Section 2. Overtime:

A. At any time it becomes necessary to hold over or call back a Member, said Member shall be compensated at the rate of one and one half times his/her "regular rate" as defined above for each one-tenth hour worked. Overtime earned shall be paid on the next available regular paycheck following the occurrence.

B. A Member who is called back to work after he/she has been released from his/her regular day's work shall be paid for the actual time worked at the FLSA overtime rate. Time shall start when the Member reports for duty.

C. The City agrees to maintain records of all overtime work by shift and classification, and to the maximum extent possible distribute overtime equally among employees within a classification.

D. It is the responsibility of the Member to submit a properly completed pay adjustment form and to verify that the overtime worked is properly recorded in the staffing program.

ARTICLE 26 - EXCHANGE OF WORK TIME

Section 1. All Members in the Operations Division shall be allowed to exchange working time subject to the provisions of a Departmental policy governing such exchanges.

Section 2. All Members in the Operations Division shall be allowed time necessary as determined by the Fire Chief for travel from one station to another, after being properly relieved at shift change. Further definition will be provided in the Trade of Time Policy.

ARTICLE 27 - SICK LEAVE

Section 1. A Member who may be hurt, injured, sick or otherwise physically or mentally unable to perform his/her regular duties shall have relief supplied by the City as needed for a period of up to one year, subject to the Fort Wayne Fire Department's Sick Leave Policy and applicable law.

(a) While on paid sick leave, a Member may not work for any other employer or work in a self-employed capacity during the Member's regular Fire Department work schedule. Once the Member is capable of part-time work, he/she will be considered eligible for alternate duty. The Fire Chief or his/her designee may investigate whether part-time employment interferes with a Member's rehabilitation as decided by the Member's physician and the City's physician. If the part-time employment is determined to interfere with rehabilitation, the Fire Chief may require that the Member not work his/her part-time job for the period recommended by the physicians. A member on alternate

duty will remain on his/her currently assigned working schedule unless otherwise agreed by the Member.

ARTICLE 28 - BEREAVEMENT LEAVE

Section 1. Bereavement leave shall be granted to Members, without loss of pay, upon the passing of relatives. All bereavement leave must be taken within thirty days of the date of death, unless an exception is granted by the Fire Chief for good cause. Bereavement leave for primary immediate family and immediate family may be taken in one or two blocks of consecutive full workdays off.

A. In the event of a death in the primary immediate family of a Member, the Member shall receive upon request sufficient time off not to exceed four working days for 24/48 personnel and eight working days for 40-hour personnel.

B. In the event of a death in the immediate family of a Member, the Member shall receive upon request sufficient time off not to exceed two working days for 24/48 personnel and five working days for 40-hour personnel.

C. In the event of a death in the non-immediate family of a Member, the Member shall receive upon request sufficient time off not to exceed ~~be granted~~ one working day. ~~off with that day to be not later than the day of the funeral, without loss of regular pay.~~

D. Definitions for purposes of this Article:

1. Primary Immediate Family means husband, wife, and children/stepchildren.
2. Immediate Family means father and mother, brothers, sisters, grandparents, grandchildren, stepparents, stepbrothers, stepsisters, brothers-in-law, sisters-in-law or parents-in-law.
3. Non-Immediate Family means aunts, aunts-in-law, uncles, uncles-in-law, nephews, nephew's spouse, nieces, niece's spouse, great-grandchildren, great- grandparents, and grandparents-in-law. It also includes other relatives who have resided in the Member's household continuously for over one year.
4. Relatives do not include previous spouses or relatives of such previous spouse, nor do they include in-laws or step relatives other than those named.
5. Working day shall mean a Member's regular bid/assigned shift day, which excludes days agreed to under Article 26 and the Trade of Time Policy.

ARTICLE 29 - PERSONAL DAYS

Section 1. Personal days shall be granted to Members for urgent or unforeseen matters.

Members working a 24/48 schedule shall be entitled to two 24-hour personal days off. Members working a 40-hour schedule shall be entitled to five 8-hour personal days off. Personal days not used during the current year may be carried over to the following year.

Section 2. The procedure for administering the personal days is further defined in the Policy and Procedures manual.

ARTICLE 30 - VACATION

Section 1. Vacation earned days shall be on-duty days chosen by seniority draw, under the terms of Section 3 of this Article.

Section 2. SCHEDULES

Year Service	Operations (24/48)	40 Hour
1	6	12
2	6	12
3	6	12

4	9	18
5	9	18
6	10	20
7	10	20
8	11	21
9	11	21
10	11	22
11	12	23
12	12	24
13	13	25
14	13	26
15	14	27
16	14	28
17	14	29
18	15	30
19	16	31
20+	16	32

Section 3. Earned Days Selection Method

Earned days shall be selected by the Member through seniority preference one day at a time and in accordance with the provisions of a policy governing such. Members with 15 years of service or more may elect to float up to 5 days (10 days for 40 hour Members). Float days not used during the current year may be carried over to the next year.

Section 4. Members leaving employment of the Department due to retirement, disability or death shall be granted earned time from their date of separation back to January 1 of the year of retirement. To determine retirement earned time, the following calculation will be used: The number of days worked in the retirement year will be divided by 365; the quotient is then multiplied by the number of earned days for which the Member is eligible.

Example: 200/365 = .54~~97~~ x 13 earned days = 7.12 days

Earned days less than .50 will be rounded down to the nearest whole day while earned days equal to or greater than .50 will be rounded up to the nearest whole day.

Members leaving employment of the Department due to retirement, disability or death shall also be granted compensation for all clothing allowance, longevity pay as outlined in Article 36, educational incentive and specialty team/technical/ancillary pay due to them for the calendar year.

Section 5. Probationary Members will not be eligible to draw for calendar year earned days until the first draw after reaching one year of seniority with the department. Vacation time will be granted for the time period between the one-year anniversary and the first eligible draw. This time will be prorated for the time between the one-year anniversary and the first eligible draw. The available number of days is based on one year of service from the schedule in Section 2. Days will be rounded according to the criteria above.

Section 6. The Administration will afford a minimum of 12 vacation slots, 2 personal slots, and 1 vacation float spot for firefighters and company officers working a 24/48 hour schedule and a minimum of two vacation or personal slot for Battalion Chiefs working a 24/48 hour schedule.

ARTICLE 31 - HOLIDAYS

Section 1. Schedule: The following days shall be holidays for Members who work a 24/48 shift, 56 hour schedule: New Year's Day, Martin Luther King Jr.'s Day, Presidents' Day, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day.

The following days shall be holidays for Members who work a standard 8 hour shift, 40 hour schedule: New Year's Day, Martin Luther King Jr.'s Day, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

Section 2. Holiday bonus pay will be compensated to only those Members who are on duty between the hours of 0001 and 2400 the day of the holiday. The rate of compensation will be two times their designated hourly rate for hours worked on the holiday. Under this method of payment and the schedule as defined in Article 27, the shift working from 0001 to 0700 will receive a holiday bonus payment equal to seven hours of double time and the shift working from 0700 to 2400 hours will receive a holiday bonus payment equal to seventeen hours of double time. The Member must be on duty to receive premium holiday pay.

Section 3. Members assigned to forty-hour schedules shall be compensated at two times their overtime hourly rate for hours worked on the given Holidays. Members assigned to forty-hour schedules will normally be given the holiday off without loss of pay if it falls on a normal scheduled workday. If the holiday falls on a day when the Member is not scheduled to work such as a weekend day, he/she shall be granted an additional work day off.

ARTICLE 32 - CLOTHING MAINTENANCE AND UPKEEP ALLOWANCE

Section 1. A clothing allowance of $250.00 shall be provided to each regular member of the Department.

These monies shall be provided to each regular Member for the purchase, maintenance, and replacement of station uniform items originally provided by the Department. One annual payment shall be made on or before November 30th.

Section 3. The Department has established a list of optional items that the Department will pay 50% of the cost of the first issue if the Member is willing to purchase the item and be reimbursed by the City. The Member is then responsible for maintenance and replacement. This list may be expanded by mutual agreement of the Department and the Union.

50% Options:

Class A Uniform (as specified by the Department) consisting of:
- Navy Blue Dress Coat with appropriate insignias
- Navy Blue Dress Pants
- Hat with Hat Badge White
- Shirt
- Overcoat White
- Gloves Dress
- Shoes

Members of the Fort Wayne Fire Fighters Honor-Color Guard shall have their dress uniform purchase cost paid 50% by the Department and 50% by the Union. The number of Members eligible for this benefit will be limited to 20 per calendar year, and the criteria for participation in the Honor-Color Guard shall be mutually agreed upon by the Fire Chief and the President. A list of active members of the Fort Wayne Fire Department Honor-Color Guard shall be provided by the Union to the Fire Chief and Union President each January for that year. Any updates throughout the year will be provided by the Union within 10 days of the change.

Section 4. The station uniform items originally provided by the Department cannot be increased during the life of this Agreement except for optional equipment as outlined in Section 3. Members may be required to replace old style uniform items with new style items through attrition.

UNIFORM REQUIREMENTS

The following uniform items will be provided by the City as first-issue. All Members, regardless of rank, will maintain said items.

UNIFORM ITEM	QUANTITY
CLASS B PANTS	3
CLASS B LONG SLEEVE SHIRTS	2

CLASS B SHORT SLEEVE SHIRTS	3
FWFD T-SHIRTS	3
STATION SHOES OR BOOTS	1
JACKET	1
BELT	1
BADGE	2
NAME PLATE	1
TIE	1
STATION KEY	1

Upon promotion, the following items will be supplied by the City and must be maintained by the Member:

RANK	UNIFORM ITEM	QUANTITY
COMBAT CAPT. OR LT.	BADGE COLLAR BARS	2 1 PAIR
NON-COMBAT CAPT.	BADGE COLLAR BARS WHITE L/S SHIRTS WHITE S/S SHIRTS GOLD NAMEPLATE	2 1 PAIR 2 3 1
INVESTIGATORS	NON-COMBAT CAPT. LIST PLUS WEAPON with HOLSTER DUTY BELT with KEEPERS ASP BATON, PEPPER SPRAY, HANDCUFFS & RADIO HOLSTER BULLETPROOF VEST & CARRIER	 1 1 1 EACH 1 EACH
BATTALION & DISTRICT CHIEFS	NON-COMBAT CAPT. LIST PLUS CLASS A UNIFORM COAT CLASS A UNIFORM PANTS CLASS A HAT with BADGE CLASS A SHOULDER BARS (Remaining Class A items are covered at 50% per Section 2)	 1 1 1 1 PAIR

ARTICLE 33 - <u>ASSUMING DUTIES OF A HIGHER RANK</u>

Section 1. Any Member assuming the duties of a higher paid position in the Operations Division shall be paid at the rate of the position assumed for all hours worked in the respective position.

Riding up in rank pay as an officer on an Engine is equivalent to the hourly rate of a Lieutenant.

Riding up in rank pay on a Truck is equivalent to the hourly rate of a Captain.

Temporarily assisting those permanently assigned to a 40-hour position as well as alternative duty assignments while on sick or maternity leave shall not qualify as assuming duties of a higher rank as it relates to pay.

ARTICLE 34 - <u>SPECIALTY TEAM/TECHNICAL/ANCILLARY PAY PROVISIONS</u>

Section 1. Specialty Team pay shall be provided only to those Members of the Water Rescue Team, the Hazardous Materials Response Team, and the Technical Rescue Team. Qualifications for said pay and the number of paid Members per team shall be stipulated in the Specialty Team policy. Members shall not be eligible to receive more than two Specialty Team pay bonuses.

Specialty Team pay shall be paid at the rate of 3% of a 1st Class Firefighter's salary per year. Team leaders shall receive pay in addition to Specialty Team pay at a rate of 6% of a 1st Class Firefighter's salary. Team leaders will only be entitled to additional pay when the full-time position of Special Operations Officer is not filled.

Specialty Team Leaders shall receive three Specialty Team days to be used in accordance with Department policy.

Specialty Team Shift Leaders shall receive one Specialty Team day to be used in accordance with Department policy.

Section 2. Technical pay shall be provided to those Members of the following groups:

SCBA Repair Technicians
SCUBA Suit Repair Technicians
Equipment Repair Technicians

The SCBA Repair Team Leader shall receive three Specialty Team days to be used in accordance with Department policy.

Qualifications for said pay shall be recommended by the supervisor(s) of said positions with final approval by the Fire Chief. Members shall not be eligible to receive more than one technical pay bonus, but may receive a Technical pay bonus in addition to any Specialty Team pay bonus for which they are eligible.

Anytime during the life of this Agreement, other Technicians positions may be added to this section as agreed upon between the Union and the City by a letter of agreement.

Technical pay shall be paid at the rate of 3% of a 1st Class Firefighter's salary per year.

Section 3. Ancillary pay shall be provided to those Members of the following groups:

Fire Investigators (Assigned to the Investigations Division)
Fire Inspectors (Assigned to the Code Enforcement Division)
Fire Instructors (Assigned to the Academy)
Fire Public Educators (Assigned to the Public Education Division)
Fire Public Information Officer
Fire Safety Officer
Fire Systems Information Officer
Fire Special Operations Officer Fire
Logistics Officer
Fire Shift Commanders

Qualifications for said pay shall be recommended by the supervisor(s) of said positions with final approval by the Fire Chief. Members shall not be eligible to receive more than one Ancillary pay bonus.

Ancillary pay shall be paid at the rate of 3% of a 1st Class Firefighter's salary per year.

Section 4. Specialty Team, Technical and Ancillary pay shall be pro-rated based upon time spent in the position and shall be paid in semi-annual payments of one-half the annual allotment on or before May 31st and November 30th.

Section 5 A firefighter/paramedic, will be eligible to receive ancillary pay equivalent to 8% of the base rate of a 1st Class Firefighter's pay if they meet the following requirements:

- Hold a paramedic certification through the State of Indiana or National Registry
- Be approved by the medical director of the system
- Be placed in an assigned position by the fire chief as defined in Article 17
- Meet the qualifications defined in departmental policy

Section 6 A firefighter/advance EMT, will be eligible to receive ancillary pay equivalent to 4% of the base rate of a 1st Class Firefighter's pay if they meet the following requirements:

- Hold an advanced EMT certification through the State of Indiana or National Registry
- Be approved by the medical director of the system
- Be placed in an assigned position by the fire chief as defined in Article 17

- Meet the qualifications defined in departmental policy

Paramedic and advanced EMT ancillary pay will be distributed on each pay check that the member is eligible for the pay.

ARTICLE 35 - LONGEVITY BONUS

Section 1. All Members shall be paid a longevity bonus in the year they begin their fourth (4th) year of service and in every year thereafter according to the longevity schedule in Article 35, Section 3.

Section 2. The longevity bonus shall be deemed earned as of the Member's anniversary date. The longevity bonus will be paid on the first paycheck following the first full pay period after his/her anniversary date. Members hired under the three-year Journeyman Apprenticeship Program shall not receive their longevity bonus until after their successful completion of the program and certification as a Journeyman Firefighter.

Section 3.

Longevity Schedule:

Beginning of Seniority Year	Longevity Bonus
4	$2100
5	$2200
6	$2300
7	$2400
8	$2500
9	$2600
10	$2750
11	$2900
12	$3000
13	$3100
14	$3200
15	$3400
16	$3500
17	$3600
18	$3700
19	$4400
20+	$10,000

~~In the Member's twentieth (20th) year, the longevity payment shall be $7,000.00 in 2022; it shall be $8,500.00 in 2023; and, it shall be $10,000.00 in 2024, and that shall be the maximum yearly longevity payment paid to the Member during his/her service to the Department.~~

Section 4. Members who retire before reaching their next anniversary date will be eligible for a prorated longevity bonus calculated from their last anniversary date until their retirement date provided that they have entered the DROP program at least one year prior to their retirement date and have provided their anticipated retirement date and documentation of DROP program participation to the Fire Chief within 30 days of entering the DROP program. Members awarded a Class I or Class II disability by INPRS will be entitled to a prorated longevity bonus as described in this Section regardless of notice.

ARTICLE 36 - RANK DIFFERENTIAL

Section 1. A Probationary Firefighter (Apprentice Firefighter I) shall be paid 85% of a 1st Class Firefighter's salary during his/her first year on the Department. An Apprentice Firefighter II shall be paid 90% of a 1st Class Firefighter's salary during his/her second year on the Department. An Apprentice Firefighter III shall be paid 95%

of a 1st Class Firefighter's salary during his/her third year on the Department. This pay scale will secure premium free retiree health insurance in accordance with Article 15 Section 5.

A Lieutenant or Engineer shall be paid 115% of a 1st Class Firefighter's salary.

A Captain shall be paid 119.3% of a 1st Class Firefighter's salary.

A District Chief or Battalion Chief shall be paid 132.9% of a 1st Class Firefighter's salary.

ARTICLE 37 - PAID PARENTAL LEAVE

Section 1. A Member shall be entitled to Parental Leave as set forth in the City of Fort Wayne Policy & Procedure Manual Number 709. The Common Council of the City of Fort Wayne, Indiana passed Special Ordinance No. S-94-18 approving the addition of Policy 709 to the City's Policy and Procedure Manual.

A Member assigned to a twenty-four (24) hour on-duty followed by a forty-eight (48) off-duty schedule shall receive six (6) working days of parental leave.

A Member assigned to a forty (40) hour position shall receive fifteen (15) working days of parental leave.

Paid Parental Leave that also qualifies for FMLA will run concurrently with FMLA leave.

ARTICLE 37A – EMS

Section 1: The City and the Union agree to establish and maintain a joint EMS Committee for the purposes of addressing issues related to FWFD EMS policies and training. Medical protocols are not governed by the FWFD. The Committee shall meet at least quarterly unless mutually agreed upon by the members of the committee to skip a meeting. Meetings can be conducted electronically or in person. The FWFD EMS Chief will provide the Committee's written recommendations to the Fire Chief and the Medical Director. All directives of the Fire Chief shall be made available to the Members by posting on the Department's computer network.

Section 2: The Committee shall consist of the FWFD EMS Chief or his/her designee and not more than two members selected by the Union and not more than two members selected by the Fire Chief. The members selected by the Union will choose one of their members to serve as the chairperson of the Committee. The chairperson will be responsible for scheduling the meetings, developing an agenda for each meeting, and creating any written recommendations to the Fire Chief. A minimum of one member selected by the Union and one member selected by the Fire Chief will be required to conduct business.

ARTICLE 38 - WAGE AGREEMENT

Section 1. Beginning January 1, ~~2026~~2027, the annual base salary of a 1st Class (Journeyman) Firefighter shall be increased by an amount equal to ~~six~~ three percent (~~6~~3.0%) of the ~~2024~~ 2026 annual base salary of a 1st Class (Journeyman) Firefighter. Beginning January 1, 2028, the annual base salary of a 1st Class (Journeyman) Firefighter shall be increased by an amount equal to three percent (3.0%) of the 2027 annual base salary of a 1st Class (Journeyman) Firefighter. A Member shall be responsible for paying his/her six percent (6.0%) 1977 Pension Fund contribution, which shall be accomplished by way of payroll deduction.

Section 2. Wage Schedule. See Appendix B.

ARTICLE 39 - BINDING AGREEMENT

Section 1. This Agreement shall be binding upon the successors and assigns of all of the parties hereto.

ARTICLE 40 - SAVINGS CLAUSE

Section 1. If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of an existing or subsequently enacted legislation, the remaining

parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 41 - DURATION AND CHANGE

Section 1. This Agreement shall become effective beginning January 1, ~~2026~~ 2027 contingent upon approval and execution by the Common Council of the City of Fort Wayne, the City of Fort Wayne and Representatives of the Union and shall remain in full force and effect until 24:00 hours December 31, ~~2026~~ 2028 and from year to year thereafter unless either party in the year ~~2026~~ 2028 shall notify the other party, in writing, of a desire to amend this Agreement. In the event written notice is given under the provisions of the above, the parties shall meet no later than thirty days after receipt of notice, and the terms of this Agreement shall remain in full force and effect until another agreement is ratified by the parties.

Section 2. No agreement, waiver, alteration, understanding, variation, or modification of any terms or conditions contained herein shall be made by a Member or group of Members 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 and the City.

Respectfully submitted,

For the Fort Wayne Professional Firefighters Union, Local 124:

Todd Kabisch, President

Kevin Bertram, Vice President

Charles Taylor, Secretary

David Cummings, Treasurer

For the City of Fort Wayne:

Sharon Tucker, Mayor

Malak Heiny, City Attorney

Eric Lahey, Fire Chief

City Council Approval Date

APPENDIX A

FORT WAYNE PROFESSIONAL FIRE FIGHTERS UNION, LOCAL #124, INC.

PAYROLL DEDUCTION AUTHORIZATION

NAME: _____ PHONE # _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

EMAIL ADDRESS: _____

DATE OF BIRTH: _____ HIRE DATE: _____

I hereby authorize and direct the City of Fort Wayne to deduct from my payroll check the following amounts, and to remit said amounts to the Treasurer of the Fort Wayne Professional Fire Fighters Union, Local #124, Inc.

- Union Dues & Assessments: As per Local #124 Constitution & By-Laws.
- Political Action Committee Contributions: As authorized by separate deduction cards.

Any benefits due from the Union upon my death shall be paid as follows:

- To my surviving spouse.
- If there is no surviving spouse, to my surviving children in equal shares.
- If there are no surviving children, to my surviving parent or parents in equal shares.
- If none of the above applies, to my estate.

Signature: _____ Date: _____
Local #124 Member

Received: _____ Date: _____
City of Fort Wayne

LOCAL 124 PAC - PAYROLL DEDUCTION AUTHORIZATION

I hereby authorize and direct the City of Fort Wayne to deduct from my payroll check the sum of $4.00 per month (suggested), or ($_____) and to remit that amount to the Treasurer of the Fort Wayne Professional Firefighters Local 124 Political Action Committee.

This authorization is voluntarily made based on my specific understanding that:

- The signing of this authorization card and the making of these voluntary contributions are not conditions of membership in the Fire Fighters Union or of employment by the City.
- The guideline amount indicated above is only a suggestion and that I may contribute more or less and will not be favored or disadvantaged by doing so;
- That I may refuse contributions and stop deductions, by written notice, at any time without reprisal;
- And that the Fort Wayne Professional Firefighters Local 124 Political Action Committee uses the money they receive for political purposes, including but not limited to, making contributions to and expenditures for candidates for local and state offices and addressing political issues of public importance.

Printed Name: _____ Shirt Size: _____

Signature: _____ Date: _____

Return to:
Treasurer, Local 124 Firefighters

Received: _____ Date: _____
City of Fort Wayne

INDIANA FIREFIGHTERS PAC - PAYROLL DEDUCTION AUTHORIZATION

I hereby authorize and direct the City of Fort Wayne to deduct from my payroll check the sum of $2.00 per month (suggested), or ($_____) and to remit that amount to the Treasurer of the Indiana Professional Firefighters Political Action Committee.

This authorization is voluntarily made based on my specific understanding that:

- The signing of this authorization card and the making of these voluntary contributions are not conditions of membership in the Firefighters Union or of employment by the City.
- The guideline amount indicated above is only a suggestion and that I may contribute more or less and will not be favored or disadvantaged by doing so;
- That I may refuse contributions and stop deductions, by written notice, at any time without reprisal;
- And that the Indiana Professional Firefighters Political Action Committee uses the money they receive for political purposes, including but not limited to, making contributions to and expenditures for candidates for local and state offices and addressing political issues of public importance.

Printed Name: _____ Shirt Size: _____

Signature: _____ Date: _____

Return to:
Treasurer, Local 124 Firefighters

Received: _____ Date: _____
City of Fort Wayne

APPENDIX B

Classification	Year	Annual Salary	24/48 [2912]	40 Hour [2080]
District Chief, Battalion Chief	2027	111,601.30	38.3246	53.6545
	2028	114,949.34	39.4744	55.2641
Captain, Inspector Investigator, Instructor Public Educator, PIO Quartermaster	2027	100,180.85	34.4028	48.1639
	2028	103,186.27	35.4348	49.6088
Lieutenant, Engineer	2027	96,569.98	33.1628	46.4279
	2028	99,467.08	34.1577	47.8207
1st Class Firefighter	2027	83,973.89	28.8372	40.3721
	2028	86,493.10	29.7023	41.5832
Apprentice Firefighter III	2027	79,775.19	27.3953	38.3535
	2028	82,168.45	28.2172	39.5041
Apprentice Firefighter II	2027	75,576.50	25.9535	36.3349
	2028	77,843.79	26.7321	37.4249
Probationary Firefighter Apprentice Firefighter I	2027	71,377.81	24.5116	34.3163
	2028	73,519.15	25.2470	35.3457
Specialty Team Pay Technical Pay, Ancillary Pay Ancillary Pay	2027	2,519.22		
	2028	2,594.79		
Paramedic Pay	2027	6,717.91	2.3070	
	2028	6,919.45	2.3762	
Advanced EMT Pay	2027	3,358.96	1.1535	
	2028	3,459.72	1.1881	
Pension Base	2027	93,973.89		
	2028	96,493.10		

APPENDIX B

Classification	Year	Annual Salary	24/48 [2912]	40 Hour [2080]
District Chief, Battalion Chief	2026	$108,350.78	$37.2084	$52.0917
Captain, Inspector Investigator, Instructor Public Educator, PIO Quartermaster	2026	$97,262.96	$33.4007	$46.7610
Lieutenant, Engineer	2026	$93,757.26	$32.1969	$45.0756
1st Class Firefighter	2026	$81,528.05	$27.9973	$39.1962
Apprentice Firefighter III	2026	$77,451.64	$26.5974	$37.2364
Apprentice Firefighter II	2026	$73,375.24	$25.1975	$35.2766
Probationary Firefighter Apprentice Firefighter I	2026	$69,298.85	$23.7977	$33.3168
Specialty Team Pay Technical Pay, Ancillary Pay Ancillary Pay	2026	$2,445.84		
Paramedic Pay	2026	$6,522.24	$2.2398	
Advanced EMT Pay	2026	$3,261.12	$1.1199	
Pension Base	2026	$91,528.05		

Memorandum of Understanding re: Union Time Bank Hours Usage

Article 8, Section 9, of this contract requires that union time bank hours usage must directly benefit City of Fort Wayne firefighters. Section 9 prohibits the use of City funds to compensate union members for activities related to work for outlying fire districts. Classes, conventions, state, and national business, and similar activities engaged in by union members that directly benefit City firefighters will continue as always. Article 8, Section 4, which predates Section 9, continues in effect allowing the use of up to 400 hours for those purposes.