BILL NO. S-26-11-04

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE OF THE COMMON COUNCIL FIXING, ESTABLISHING AND RATIFYING COMPENSATION FOR POLICE OFFICERS REPRESENTED BY THE FRATERNAL ORDER OF POLICE, INDIANA F.O.P. LABOR COUNCIL, INC. FOR THE YEAR 2027-2028.

WHEREAS, this Council is required to approve all collective bargaining agreements 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 Fraternal Order of Police, Indiana F.O.P. Labor Council, Inc. has been arrived at pursuant to agreements reached by and between the City and the Fraternal Order of Police, Indiana, F.O.P. Labor Council, Inc. in accordance with the collective bargaining provisions in City Code; and

WHEREAS, said agreement is for two (2) years, and 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 years 2027-2028; and

WHEREAS, this ordinance is necessary to ratify, fix and establish such compensation for said employees represented by the Fraternal Order of Police, Indiana F.O.P. Labor Council, Inc., for 2027-2028.

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

SECTION 1. The fiscal portions of the agreement and the compensation package for the years 2027-2028 for employees represented by the Fraternal

Order of Police, Indiana F.O.P. Labor Council, Inc. is hereby approved and ratified in all respects.

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

_____
Council Member

APPROVED AS TO FORM AND LEGALITY

_____
Malak Heiny, City Attorney

AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND

FRATERNAL ORDER OF POLICE, INDIANA F.O.P. LABOR COUNCIL, INC.

JANUARY 1, 2027 THROUGH DECEMBER 31, 2028

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Preamble

The Agreement is effective this 1st day of January, 2027, by and between the City of Fort Wayne, Indiana (the "City"), and the Indiana Fraternal Order of Police Labor Council, Inc. for and on behalf of the Fort Wayne, Indiana, Police Department Officers obtaining the rank of sergeant or lieutenant, and Indiana Wayne Lodge No. 14, Inc. (the "F.O.P. Labor Council"). In the event that the sergeants and lieutenants of the Fort Wayne, Indiana Police Department disband from the Indiana Fraternal Order of Police Labor Council, Inc., such representation will revert back only to the Fraternal Order of Police Indiana Wayne Lodge No. 14, Inc. This Agreement shall be in full force and effect through midnight, December 31, 2028.

WITNESSETH:

It is agreed by and between the parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto in respect to hours of employment, wages, non-monetary fringe benefits and working conditions for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the term of this Agreement on any bargainable issues or subjects, unless mutually agreed to by the City and F.O.P. Labor Council, except as may be herein explicitly provided; and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement. Changes in the Agreement agreeable to both parties may be made at any time, provided, however, that all changes are in writing. If changes involve compensation Common Council approval shall also be required.

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

The City agrees to recognize F.O.P. Labor Council as the exclusive representative for all commissioned police officers holding the rank of Sergeant and Lieutenant of the Fort Wayne Police Department in all matters involving wages, non-monetary fringe benefits, hours and all other terms or conditions of employment.

ARTICLE 3 - BARGAINING UNIT

The bargaining unit to which this Agreement applies shall include all commissioned officers of the Fort Wayne Police Department holding the rank of Sergeant and Lieutenant of the Fort Wayne Police Department.

ARTICLE 4 - COVERAGE

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

ARTICLE 5 - MANAGEMENT

Section 1. Recognition of Management: F.O.P. Labor Council recognizes the City as having the sole right to direction of the working forces including, but not limited to, the right to determine the work to be performed by employees; to employ, promote, demote, transfer, lay off, discipline, suspend or

discharge for cause; to assign work and the number of hours to be worked, including overtime work; to increase and decrease the work force; to establish standards and methods; to transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations. The City, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement, which limit and restrict these defined employer rights. Therefore, the City agrees that in exercising the rights herein, nothing shall be construed, or applied in any manner which negates, modifies, or supersedes the rights of employees, or F.O.P. Labor Council, where such rights are expressly set forth in this Agreement.

Section 2. Rules and Regulations: F.O.P. Labor Council recognizes that the City reserves the right to establish rules and/or change existing rules affecting working conditions. It is agreed that all such rules shall be reasonable in content and application. Disputes arising from them shall be subject to the grievance procedure. F.O.P. Labor Council will be furnished electronically a copy of any new or revised rules affecting bargaining unit employees at least fifteen days in advance of the effective date when applicable. The City's Policy and Procedure Manual will govern in matters not specifically addressed in this Agreement, Department Policies and Procedures, or Rules and Regulations.

ARTICLE 6 - DUES DEDUCTIONS

Section 1. The City agrees to deduct from the wages of bargaining unit members' dues of Wayne Lodge #14 and F.O.P. Labor Council upon written authorization from the member to do so. Wayne Lodge #14 and F.O.P. Labor Council membership dues will be deducted on a monthly basis. The City will remit these monies to the Wayne Lodge #14 Treasurer and to the State F.O.P. Labor Council Representative no

later than the 10th day of the month following that of the deduction.

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

ARTICLE 7 - F.O.P. LABOR COUNCIL REPRESENTATION

Section 1. Upon prior notice to the Chief of Police, or his/her designated representative, authorized agents of F.O.P. Labor Council shall have access to the City's establishment for purposes of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. The City is hereby released from any and all liability for an injury to such agent, occurring while he/she is on the premises of the City.

Section 2. The City will recognize four (4) bargaining committee members, one of whom shall be designated as chairperson of the committee. Time spent in meetings set up by the City, for the first thirty days of negotiations, mediation and arbitration, set by Ordinance No: S-78-05-14, Special Ordinance No: S-156-78, will be paid for necessary time lost in negotiations with representatives of the City. The City will accommodate F.O.P. Labor Council in respect to time off with pay, which will permit employees to negotiate during the first thirty days of negotiations, mediation and arbitration.

A time bank, up to a maximum of 300 hours, donated by members of the F.O.P. Labor Council may be established for other than grievance and negotiating meetings or investigations held between the City and F.O.P. Labor Council. This time can be used for business not related to political activities, and will be used by representatives as designated in writing to the Chief of Police by the President of F.O.P. Labor Council. Use of this time shall be

subject to maintaining minimum manpower requirements. Hours not used in the calendar year may be carried over to the following calendar year.

The City shall give 800 hours to the F.O.P. Labor Council time bank yearly. This time will be used for legitimate F.O.P. Labor Council business. Unused hours may carry over from year to year, except that in no circumstance shall the F.O.P. Labor Council time bank exceed 2000 hours. Excess unused hours shall be lost. Should usage exceed 2000 hours, the Chief of Police and President of F.O.P. Labor Council may extend hours based upon projection of used time.

Section 3. Accredited representatives of F.O.P. Labor Council shall be chosen from its members who are employed by the City.

Section 4. The City will recognize a grievance committee of no more than four committee members or their alternate representatives designated by F.O.P. Labor Council to the City in writing. F.O.P. Labor Council representatives shall be afforded such reasonable time as needed to carry out their grievance responsibilities. Any grievance committee member who finds it necessary to leave his/her workstation to transact legitimate grievance business may do so after notifying his/her immediate supervisor and being released in a reasonable amount of time. The committee member will notify the immediate supervisor of the legitimate grievance business. F.O.P. Labor Council agrees to make every effort in the conduct of grievance matters to minimize interference with production and the orderly operation of the City, and further agrees that alternates will process grievances only in the absence of the committee members.

Section 5. The City agrees that F.O.P. Labor Council members who file a grievance with the City will not be questioned in respect

thereto without advising the employee of his/her right to F.O.P. Labor Council representation.

Section 6. F.O.P. Labor Council shall be free to withdraw a grievance at any step of the grievance procedure without prejudice.

Section 7. Designated F.O.P. Labor Council representatives, in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for doing so.

Section 8: Any committee or review board (included but not limited to: pursuit review, accident review) seated or created by the chief of police that, by virtue of FWPD Policy or PBA contract, includes union representation from the PBA shall also include union representation by the FOP Labor Council.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

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

Suspensions, dismissals, and reductions in grade are not subject to grievance or arbitration. Any matters governed by statutory provisions governing dismissals shall not be considered grievances and subject to the grievance procedure herein other than a claimed violation of Article 11 (The Police Officers' Bill of Rights). When a grievance arises, an earnest effort shall be made to settle such

differences promptly in accordance with the Grievance Procedure hereinafter prescribed.

Section 2. Grievance Limitations: If more than one member has the same grievance, two aggrieved members representing all aggrieved members as selected by F.O.P. Labor Council, shall proceed through Step 1 of the Grievance Procedure as set forth in this Article, representing all members with the same grievance. The parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of the Steps of the Grievance Procedure as set forth in this Article. A grievance must be filed within thirty calendar days following knowledge that gave rise to the alleged grievance. Nothing in this section prevents an individual officer from filing a grievance.

Section 3. Grievance Procedure: Every member of F.O.P. Labor Council shall have the right to present grievances in accordance with the procedure provided as follows:

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

Step 2: If the matter is not satisfactorily settled during discussion with the immediate supervisor within five days, the

member in consultation with a member of the grievance committee shall reduce the complaint to a written grievance specifying what provision or provisions of the contract have been violated. The member shall sign the grievance and deliver it to a member of the grievance committee. The member of the grievance committee shall deliver the written grievance to the Division's Deputy Chief, or his/her designated representative, for an answer. The Division's Deputy Chief or his/her designated representative, shall present to a member of the grievance committee a written answer within five days and shall state the facts taken into account in answering the grievance.

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

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

Section 4. Arbitration Procedure: If the above Grievance Procedure has been followed and the parties are still unable to settle the grievance, F.O.P. Labor Council shall, within thirty days following receipt of the City's Step 4 answer, notify the City of F.O.P. Labor Council's intent to arbitrate the dispute. Upon receipt of such notification, the City and F.O.P. Labor Council shall select an arbitrator from a panel of seven arbitrators from the Federal Mediation and Conciliation Service which have been selected jointly by the parties. After receipt of the panel of arbitrators, the parties shall draw lots to determine who shall strike the first name from the list of seven arbitrators, then continue striking names on an alternate basis. The last remaining name shall be deemed the arbitrator by mutual consent of the parties.

The arbitrator shall not have the authority to alter, amend or change the terms or provisions of this Agreement, and his/her decision shall be limited to the particular grievance in question. The answer of the arbitrator shall be in writing unless otherwise agreed by both parties. The arbitrator's decision shall be final and binding on the parties, and in the event either party shall fail or refuse to abide by the decision of the arbitrator, the offended party can bring an action in the appropriate court. The court shall award the prevailing party reasonable attorney fees in addition to any other relief adjudged. F.O.P. Labor Council and the City shall equally share the fee of the arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

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

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

ARTICLE 9 - SENIORITY

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

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

Section 3. Transfers, Filling Vacancies: Vacancies which occur due to retirement, discipline, creation of a new position, promotion to captain or above, in the sergeants or lieutenants ranks, shall be bid and filled in the manner prescribed by the Merit Commission. Vacancies which occur as described above shall be bid within fifteen calendar days. All bids in the Operations Division shall be job specific (Division, Section, Shift, Rank) and shall be department wide bids (for example, Operations Division, Northwest Division, B Shift, Sergeant). The Investigative Support Division shall be bid by Division, Shift, Rank. Prior to being bid, voluntary movement based on seniority within the Investigative Support Division to the open position(s) shall be allowed with management approval. Movement from one shift to another is not permitted without a bid. Lieutenants shall be bid by Division, Shift and Rank. An employee who has been awarded a bid under this section shall have the right, within ten (10) calendar days from the start date, to decide whether or not to return to his/her previously held position. The "award date" shall be defined as the

date on which the bid has closed and the chief or his/her designee has awarded the job/position. The "start date" shall be defined as the date, determined by the chief or his/her designee, that the awarded officer is to begin working the new assignment. The start date of a new job/assignment shall be within twenty-one (21) days of the award date.

Members on FMLA at the time of being awarded a job bid shall not be subject to the ten (10) day bid rescission expiration. The start date for members on FMLA having been awarded a job bid shall be the first work day following FMLA leave. His/her ten (10) rescission period will commence at that time.

Bids that have been awarded and are rescinded shall be awarded to the next senior employee who bid on the vacancy.

Whenever a supervisor chooses to vacate an exempt assignment, is removed from an exempt assignment, is demoted back to merit rank, or is removed from a bid position due to disciplinary action, the supervisor will be temporarily assigned to a Uniform position on A, B or C shift (as determined by the Assistant Chief of Police) until he/she is awarded another bid assignment. If the temporarily-assigned supervisor chooses not to bid on a posted job opening, and no other supervisor submits a bid, if there are no other unbid supervisors on the Department, the temporarily-assigned supervisor will be inversed into the open job.

If a supervisor is removed from a bid assignment due to disciplinary action, that supervisor who was removed may not be inversed into the same position, even if there are no other bids for that job opening.

Notwithstanding any other provision of this Agreement, if the City converts an exempt Sergeant position within the Downtown (David) District or Division to a bid position, the Sergeant occupying that exempt position at the time of conversion shall have the option to retain the position as his/her bid assignment without the position being posted or awarded through the bidding process. This provision shall apply only to the initial conversion of existing exempt Sergeant positions within the Downtown (David) District to bid positions.

Section 4. Excluded and Exempt Assignments:

A. Members of the bargaining unit engaged as training officers shall be selected by the Chief without regard to seniority. For the duration of the current Agreement, 25% plus one (1) of the bargaining unit may be assigned to an exempt position, at the direction of the Chief of Police, so long as the member of the bargaining unit accepts the position. To be eligible for an exempt position the appointee must have been in rank a minimum of three (3) months prior to the effective date of the appointment, except for positions in Internal Affairs, Academy, Crime Scene, or Spillman Data Systems. The Chief shall fill such positions on a voluntary basis, provided five days' notice of reassignment is given to F.O.P. Labor Council. Persons occupying an exempt position shall suffer no loss of bidding rights and time spent in an exempt position shall count toward the individual's seniority under Section 1. Members of the bargaining unit who accept an exempt position shall have the right to rescind the position within seven calendar days from the first day on the job, to decide whether or not to return to his/her previously held position. In the event a member has served in the new exempt position on a temporary assignment as a supervisor prior to accepting the exempt position, the member's seven (7) calendar day right to rescind shall be waived. The Chief shall have the right to assign work hours for

exempt employees, subject to Article 28- Additional Work/Overtime Compensation.

B. The 25% number shall be rounded to the next highest number in the event that the number arrived at using the percentages allotted for each year produces a whole number and any fraction five tenths of a percent (.5%) or greater. If the fraction is less than .5%, the number resulting from the allotted percentages shall not exceed the whole number.

C. Whenever a vacancy occurs in an on-call extra duty assignment (in addition to a Member of the Bargaining Unit's normal bid position) the Chief of Police shall post the opening by way of a department memorandum. The department memorandum shall identify the nature of the extra duty assignment, and any associated responsibilities. The memorandum shall also list all required qualifications the Member of the Bargaining Unit should possess prior to submitting an application, as well as any training after the selection that the Member of the Bargaining Unit shall have to successfully complete. The department memorandum shall also identify when the Member of the Bargaining Unit shall submit his or her application and to whom said application should be submitted. The Chief of Police shall identify to the Bargaining Unit the selection criteria for each position, and how the selection process will be made. If more than one Member of the Bargaining Unit passes the selection process and are ranked the same in the selection process, then seniority shall be the determining factor. The Chief of Police shall have the ability to select Members of the Bargaining Unit for the position of Public Information Officer (PIO) regardless of seniority after soliciting them in a department memorandum. The Bargaining Unit recognizes that qualified and trained officers may from time to time be promoted into the Bargaining Unit, and would be allowed to stay on that on-call extra

duty assignment team so that experience is not lost or wasted, as long as there is an open position to keep them in that position.

ARTICLE 10 - HOURS OF WORK

Section 1. Except as hereinafter provided, the basic work week of bargaining unit employees represented by F.O.P. Labor Council shall consist for the Uniform Divisions the following: a repeating six day rotation consisting of four days on and two days off at consecutive eight and one-half (8.5) hour shifts.

Section 2. During emergency situations, the Chief of Police shall have the right to temporarily change normal working hours.
For purposes of this section, the following terms shall have the following meanings:
"An emergency situation" is a need for additional manpower above minimum counts that could not be reasonably foreseen prior to the situation creating the need and which cannot be met without changing hours of work.
"Temporarily" shall mean only that period during which the emergency situation exists.

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

Section 4. Four (4) Sergeants or Lieutenants, at any one time, are allowed to serve no more than ninety calendar days on a temporary assignment within any twelve (12) month period. To be eligible for a temporary position the appointee must have been in rank a minimum of three (3) months prior to the effective date of the appointment, except for positions in Internal Affairs, Academy, Crime Scene, or Spillman Data Systems. There will be a limit of no more than four

(4) temporary assignments at any time. No more than one (1) Sergeant or Lieutenant from a given Shift/Division shall be placed on a temporary assignment at any time. Temporary assignments shall not be used to avoid the bid system. Temporary assignments may be used in any area of the Police Department with the approval of the Chief of Police. Notwithstanding the foregoing, if the Chief of Police assigns one of the temporary assignments to the Training Academy during a basic recruit class, such temporary assignment shall not exceed one-hundred eighty (180) days. Notwithstanding the foregoing, if the Chief of Police assigns one of the temporary assignments to the School Resource Officer program, such temporary assignment shall not exceed one hundred eighty (180) days.

Section 5. If a member is assigned to training during A- shift hours immediately following being scheduled to work C-shift, the member shall be marked off-duty the last 4 hours of the assigned shift prior to said training. The member shall be allowed to mark off the first half of the assigned shift (4.5 hours for Operations, 4 hours for Detective Bureau), if desired, using available banked time.

ARTICLE 11 - POLICE OFFICERS' BILL OF RIGHTS

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

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

Section 1. Officers of the Fort Wayne Police Department hold status as public officers in that the nature of their office and their

performance of their duties involves the exercise of the Police Power of the City and State.

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

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

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

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

A. The questioning shall be conducted at a reasonable hour, preferably at a time when the Police Officer is on duty, or during

the normal waking hours for the Police Officer, unless the seriousness of the investigation requires otherwise. The questioning shall be completed within a reasonable time after the occurrence of the events giving rise to the investigation. Time shall be provided for personal necessities, meals, telephone calls, and rest periods.

B. The Police Officer under investigation shall be informed prior to such questioning of the rank, name and command of the officer in charge of the investigation, the questioning officer, and all other persons to be present during the questioning, unless evidence establishing probable cause that a felony has been committed demands an immediate investigation. All questions directed to the police officer under investigation shall be asked by and through no more than two (2) questioners.

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

D. The questioning session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated. If the questioning session occurs while the officer is off duty, or the officer is ordered into Internal Affairs Office of Professional Standards, the Police Department or any other agreed upon location, to be questioned or interviewed concerning a specific incident or action, said officer will be compensated at a rate of time and a half (1.5) for the time spent in the interview or questioning, in addition to one hour of travel time.

E. The police officer under investigation shall not be subject to offensive language or threatened in any manner whatsoever. The

police officer under investigation shall not be subjected to visits by the press or news media without his/her express consent, nor shall his/her name, home address or photograph be given to the press or news media without his/her express consent.

F. The complete questioning of a police officer shall be recorded and there shall be no unrecorded questions or statements. A tape recording shall be made of the questioning, and the police officer shall have access to the tape if any further proceedings are contemplated or prior to any further investigation at a subsequent time. The police officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports made by investigators. The police officer being questioned shall have the right to bring his/her own recording device and record any and all aspects of the questioning.

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

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

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

result in disciplinary action or criminal charges against the police officer.

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

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

Section 7. A police officer shall have fifteen working days within which to file a written response to any adverse comment entered in his/her personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

Section 8. No police officer shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his/her property, income, assets, source of income,

debts or personal or domestic expenditures (including those of any member of his/her family or household) unless: (a) such information is obtained under proper legal procedure, or (b) there is probable cause that bribes or other improper inducements may have been given to such police officer.

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

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

Section 11. Bargaining unit members shall have the right, subject to applicable laws, to inspect his/her personnel files, medical files, training files, and disciplinary files, and may be accompanied by an F.O.P. Labor Council representative or attorney while doing so. Any alleged discrepancies shall be brought to the attention of the Director of Human Resources for adjustment. If the matter is still unresolved, it shall be subject to the grievance procedure.

Section 12. No police officer shall be compelled to submit to a polygraph examination, voice stress analysis or other truth detection device against his/her will. No voice stress analysis or other truth detection devices will be used unknowingly during the course of an investigation of a police officer. No disciplinary action or other recrimination shall be taken against a police officer refusing to submit to a polygraph examination, voice stress

analyzer or other truth detection devices. No comment or notation shall be entered anywhere in the investigator's notes or anywhere else that the police officer refused to submit to a polygraph examination, voice stress analysis or truth detection device or that voice stress analysis or other truth detection device was unknowingly used. Testimony or evidence shall not be admissible at a subsequent hearing, trial or proceeding, judicial or administrative, to the effect that the police officer refused to submit to a polygraph examination, voice stress analysis, or other truth detection device or that voice stress analysis or other truth detection device was unknowingly used.

Section 13. Before the interview of any bargaining unit member as a result of a complaint by a citizen, the citizen shall first be interviewed by the Office of Professional Standards. The citizen shall be required to sign a statement clearly stating the complaint, a copy of which shall be provided to the member at least seventy-two hours prior to the questioning regarding the complaint. The Chief of Police shall have the right to initiate a Chief's Request investigation at any time. The Chief shall supply the member of the bargaining unit with a summary of the alleged misconduct at least seventy-two hours prior to the questioning regarding the complaint. If the alleged misconduct requires immediate action, the seventy-two hour notification shall not apply.

ARTICLE 12 - VACATIONS

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

Years of Service to Be Completed During The Calendar Year	Vacation Days Per Year
3-5	18 days per year
6	19 days per year
7	20 days per year
8	21 days per year
9	22 days per year
10	23 days per year
11	24 days per year
12	25 days per year
13	26 days per year
14	27 days per year
15	28 days per year
16	29 days per year
17	31 days per year
18	32 days per year
19	33 days per year
20	34 days per year

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

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

Section 3. During January of each calendar year, members of the bargaining unit may request two separate vacation periods, from four to sixteen (16) consecutive vacation days, to be taken off during the year. During June of each calendar year, members of the bargaining unit may request one separate vacation period, from four to sixteen (16) consecutive vacation days, to be taken off during the year. Should two employees submit requests for the same consecutive vacation days, the request submitted by the most senior

employee shall be honored. Once approved, such request shall continue to be honored regardless of transfers, and may not be changed or rescinded.

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

Section 4. Employees shall be permitted to use vacation, personal days, or holidays (where applicable) during the year without advance notice, provided the employee's supervisor is notified before the employee is scheduled to report for work, and the minimum number of personnel on the shift is maintained. Vacation and Personal days may be taken one hour at a time, provided the minimum number of personnel on the shift is maintained.

ARTICLE 13 - HOLIDAYS

Section 1. Schedule: The following twelve holidays shall be holidays for members of the bargaining unit:

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

Section 2. All holidays observed shall be observed on the actual date of the holiday. Employees on regularly scheduled days off shall not be subject to holiday scheduling. Work levels for holidays shall be one lieutenant and four sergeants (five supervisors) in the Operations Division and shall be filled according to seniority. Employees shall bid for work on such

holidays, by seniority, during a thirty (30) day period beginning forty-five days prior to the holiday and ending fifteen days prior to the holiday. Within the Uniform Division if an insufficient number of employees have bid to work the holiday on a particular shift, then uniform division members on any shift shall be able to bid the holiday with the job being awarded to the most senior member. In the event there are not sufficient employees bidding to work on the holiday in order to meet the minimum manning level, inverse seniority (excluding those officers regularly scheduled off) will be used to fill the sergeant vacancy. If no lieutenant is working the holiday, the most senior sergeant will be awarded the holiday C.O.D. bid and shall be compensated at the holiday rate. Hourly compensation for time served as C.O.D. shall conform with Article 25: Chain of Command.

The City shall post the completed work schedule for each holiday at least fifteen days prior to that holiday provided that all holiday bid positions have been filled to satisfy minimum counts.

Upon the establishment of the Downtown (David) Division as a standalone division with three (3) Sergeants assigned to each shift, the minimum Sergeant staffing level set forth in this Section shall increase by one (1) Sergeant from the number otherwise specified, notwithstanding any specific Sergeant staffing number set forth elsewhere in this Section.

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

If a holiday falls on an Employee's regular day off, the Employee will retain the holiday. This includes Employees on military leave. Employees who are on military leave or Hurt on Duty at the time of a holiday shall retain the holiday.

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

ARTICLE 14 - SUPPLEMENTAL RETIREMENT BENEFITS

Section 1. Employees who retire during a year shall be granted their entire vacation, holiday, personal, and overtime entitlement at the member's current rate.

Section 2. Any member who leaves the department with 20 or more years of service or retires with a medical pension regardless of years of service shall be offered the opportunity to purchase his/her service weapon for twenty-five dollars ($25.00). This section will not be applicable to any member who is prohibited by law from possessing a firearm or whose employment is terminated for just cause by the city.

Section 3. Employees who resign, are terminated, accept a Board of Safety approved leave of absence or are suspended for a period exceeding thirty working days shall be credited with one-twelfth (1/12) of the total number of vacation and personal days for which they are eligible for each month in which they actively worked. Holidays will only be granted if the employee was actively working during the period within which the holiday fell. Any officer who falls into one or any of the above categories, and who uses vacation/personal days in excess of the one-twelfth (1/12) rule, shall be required to reimburse the city for the time paid that was not earned.

ARTICLE 15 - ELECTRONIC NOTIFICATIONS

Section 1. The City shall allow F.O.P. Labor Council use of the City email system to circulate correspondence related to F.O.P. Labor Council business to the membership. The principal officers of F.O.P. Labor Council shall be provided email addresses within the system to further communication between those representatives and the membership, as well as other City representatives. This includes the Spillman messaging system, or any other system that may replace it.

ARTICLE 16 - MILITARY LEAVE

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

Section 2. Employees who are in the National Guard or United States Reserve personnel shall also be entitled to leave from their duties without loss of pay for a period not to exceed fifteen (15) days or one hundred twenty (120) hours in a calendar year.

Section 3. Employees who are required to participate in regular scheduled Military Reserve or National Guard drill meetings may request to exchange their military training day(s) with a regularly scheduled day(s) off. Employees who elect this option will be required to pay back the exchanged day(s) by working one (1) of their regularly scheduled days off during the work rotation prior to their weekend military drill, meeting, and/or one of their regularly scheduled days off during the work rotation immediately following their military weekend drill.

Section 4. Employees who are absent because of service in the National Guard or United States Reserve, of over one hundred eighty (180) consecutive days shall receive the difference in their full City pay in the event the Military pay is less than their actual City pay.

Section 5. Employees may use their annual allotted military days, vacation days, personal days, or FLSA and Non-FLSA time to meet their military obligation(s).

Section 6. If any provision of this Article provides lesser privileges or benefits than applicable Federal or State law, then that provision shall have no further force or effect and the terms of the applicable law shall control.

ARTICLE 17 - DEATH IN THE FAMILY

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

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

B. Five days, exclusive of days off, in the event of the death of a member of the immediate family: great-grandparent, step-great grandparent, grandchild, step-grandchild, brother/sister, stepbrother/sister, half-brother/sister, son/daughter-in-law, grandparent, step-grandparent, spouse's parent and spouse's stepparent.

C. Three days, exclusive of days off, in the event of the death of the following family members: aunt/uncle, brother/sister-in-law, spouse's grandparent, niece/nephew, spouse's aunt/uncle, and spouse's niece/nephew.

D. Time off for extended family (related by blood or marriage and not covered above) funerals or time off for extended bereavement leave shall be granted from any available time bank, not subject to minimum counts for up to five (5) days.

E. Bereavement leave will be coordinated with the shift/division commander following the death of the family member.

ARTICLE 18 - PERSONAL DAYS

Twelve (12) personal days shall be granted to members of the bargaining unit to be used for personal matters. The employee shall advise his/her commanding officer in advance of such absence and the day shall be granted provided that the minimum number of personnel needed is maintained. Personal time can be used in one hour increments.

ARTICLE 19 - EXCHANGE OF WORK TIME

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

Section 2. Any member inversed on a holiday may exchange with a member who is on a regularly scheduled day off. To exchange work, an Exchange of Work Time form must either be signed by both members

or submitted electronically and approved by the appropriate shift commander. The member working the exchange would then be given each holiday day and pay for exchanging said work. Those hours earned shall be placed in the Non-FLSA time bank. Only one (1) holiday day back will be placed in the Non-FLSA time bank for each holiday shift worked pursuant to an exchange.

Section 3. Once the "Exchange of Work Time" form has been submitted, and the exchange approved by the appropriate shift commander, the "Exchange of Work Time" form is a binding agreement between the members. The member agreeing to work the designated shift will be held accountable and subject to all disciplinary actions by the City.

ARTICLE 20 - TRANSFER OF NON-FLSA TIME

Section 1. A member may transfer or receive no more than one hundred sixty (160) total hours of non-FLSA earned time in a calendar year, if the transfer is for donation purposes to another member. A member may not receive any transferred hours that would exceed their Non-FLSA time limit of four hundred (400) hours. This maximum shall not preclude a member from earning non-FLSA hours from methods agreed to in this contract, such as receiving a holiday back by working a special event on a holiday as described in Article 22, or working a call-out as described in Article 23. In the event of a hardship, the transfer of or receipt of more than one hundred sixty (160) hours of Non-FLSA time must be approved by the Chief of Police.

Section 2. Should a member, whose total hours of Non-FLSA time has reached the maximum (400 hours), wish to work in another member's stead as allowed in Article 19 and the agreement for the work includes a donation of Non-FLSA hours, said hours will be recorded on the receiving member's balance sheet and designated as exchanged

time, with the stipulation that exchanged time must be used prior to the date of the last paycheck of the year in which it was received. Any exchanged time donated to a member after the final paycheck of the year, but prior to the beginning of the new year, must be used prior to the final paycheck of the new year or those hours will be forfeited.

ARTICLE 21 - ADDITIONAL COMPENSATION

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

A. Officers shall receive a minimum of one (1) hour for time spent in court, even if the actual time is less than one (1) hour, this will be per appearance, not per subpoena. All court time will be paid at double (2.0) time, and any time spent beyond the first hour will be rounded up to the nearest quarter (¼) hour.

Section 2. While engaged in training another Sergeant or Lieutenant, a Sergeant or Lieutenant shall receive two and one half (2.5) hours of paid overtime for each day of training. Training periods for sergeants shall be a minimum of fifteen (15) working days. Training periods for lieutenants shall be a minimum of eight (8) working days. This section shall apply to those sergeants/lieutenants who have been newly promoted to the rank of sergeant or lieutenant; or demoted from the rank of lieutenant to sergeant; or are demoted or returning from the rank of captain (or higher) to the rank of lieutenant or sergeant; or are returning from an exempt position.

The training of Employees newly appointed to the rank of Sergeant shall be as follows: two days per division (five divisions x two days = ten days); two days with C.O.D., and a final three days in

his/her assigned position equaling a total of fifteen training days. During the fifteen (15) day training period, the newly promoted Sergeant does not affect the minimum count of the assigned division.

Employees newly appointed to the rank of Lieutenant will train under the C.O.D. of Operations.

Section 3. Car Maintenance: If a member of the bargaining unit on C shift, or any other member directed by command, is required to bring his/her car in for repair outside of normal working hours then he/she shall be compensated for his/her time under Article 28. If the repair shop is open during his/her normal hours of work, then the employee shall have his/her vehicle repairs done during that time, or drop it off for repair and take a loaner vehicle. For purposes of this Section, car repair includes vehicle repair, estimates and equipment repairs such as, but not limited to, in-car computer, radar, radio, and in-car video. In order to qualify for the compensation described in this Section, the employee must make arrangements for repairs in advance by scheduling an appointment with the repair shop.

Section 4. Weekend Duty: Detective sergeants who are on-call when no detective sergeant is on duty (commonly referred to as "weekend duty") shall receive two hours paid time per day at the employee's base hourly rate or, at the employee's option, three (3) hours placed in the employee's Call-Out Bank.

Section 5. Hazard Duty Pay: Members are eligible to receive additional compensation offered to City of Fort Wayne employees for working in hazardous conditions, when applicable.

Article 22 - Special Events

Section 1. Special Events are defined as those activities of regular occurrence that necessitate personnel redeployment for the short duration required to maintain citizen safety at such activities.

Whenever one or more patrol officer(s) is/are bid to a special event, a sergeant shall be bid. A lieutenant shall be bid whenever four (4) sergeants are bid to a special event. For every additional four (4) sergeants, one (1) additional lieutenant shall also be bid. The ratio of officers to sergeants for a special event shall not exceed 6 officers to one sergeant.

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

Section 2. Staffing for Special Events shall be accomplished as follows:

A. Movement within the shift, but not to disrupt normal staffing.

B. By request for volunteers to work during off-duty hours, on days scheduled off, or on any days taken off for reasons other than illness.

C. If the procedures outlined in paragraphs A and B are inadequate to secure sufficient sergeant staffing for the Special Event as determined by the Chief, then department-wide inverse shall be utilized to provide staffing levels established by the Chief. A member shall not be inversed for more than one special event on a calendar day. A member who voluntarily bids for and works a Special

Event shall not be subject to inverse seniority for an additional Special Event occurring during that same calendar day.

D. All members of the bargaining unit who are selected by inverse seniority under paragraph (C) may have their hours of work and/or their days off changed for the duration of the Special Event. Such a change is not considered a temporary assignment.

E. Members of the bargaining unit working in the Vice and Narcotics Bureau or who are designated as Crime Scene technicians are exempt from inclusion in the inverse seniority selection process.

F. Members of the bargaining unit who work the special event will be paid double time (2.0).

G. Any member of the bargaining unit working a Special Event during a holiday will receive the holiday premium compensation. To be eligible to receive the holiday "day back", a member must work four (4) hours or more for the Special Event. Any member working more than one Special Event on the same holiday shall receive no more than one (1) holiday "day back" for that holiday.

H. Any member of the bargaining unit assigned to a Special Event either by call out or by increase in manpower needed shall receive the Special Event compensation pay for actual hours worked, except for those inversed under paragraph D.

I. To determine the rate of pay for double time (2.0) compensation, the member of the bargaining unit's base salary, shift differential, longevity pay and specialty duty bonuses shall be divided by 2080.

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

K. Bidding to work a Special Event shall be handled in the same manner as bidding to work a holiday, except for Three Rivers Festival which will be done forty-five days prior, when possible, with the bids to be awarded no later than fifteen days prior to the onset of the Three Rivers Festival. If minimum count requires a shift to bid for additional personnel other than Special Events, the off-duty personnel of the same shift and Division must be given the option to bid to work. Personnel working a Special Event shall receive pay at double time. The next option would be the same Division and rank. Once inverse seniority is used to fill open positions, FOPLC members shall be allowed to exchange with any PBA member who has been inversed to the Special Event and wishes to exchange.

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

M. If a Special Event is cancelled with less than twenty-four (24) hours' notice prior to the scheduled reporting time of the event, members who were scheduled to work the event shall receive two hours pay at the Special Event rate. If a member reports for a Special Event and the event is cancelled, or the member is relieved of the Special Event duty due to no fault of his/her own, the member shall contact the COD for the purpose of reassignment for the balance of the Special Event. If the member is not reassigned, the member shall be compensated for the balance of the Special Event.

N. Celebrity and dignitary visits occur in the City of Fort Wayne for which long term notice is not always available. The Emergency Services Team (EST), Public Safety Response Team (PSRT), and the Explosive Ordinance Disposal Unit (EOD) each have unique training to assist in celebrity and dignitary visits. In the event that a celebrity/dignitary visit occurs during the absence of these units, or additional Officers are needed, and a special detail is required, such an event shall be bid. Assignments shall be bid based on seniority. However, if there is insufficient time to establish a bid, all reasonable efforts shall be made to contact the members of the bargaining unit (*i.e.*, phone contact, mobile messaging, city email accounts and/or city dispatch airing of information). If there are still openings after these reasonable efforts have been exhausted, a less senior member of the bargaining unit may be selected. Time served on such an assignment shall be paid at double time.

O. Members assigned to special events shall be utilized in a supervisory capacity and shall not be assigned patrol duties except as deemed necessary by the ranking officer in charge of the event due to last-minute or emergency circumstances.

Article 23 - Call-Out Compensation

Section 1. Definitions

A. A call-out is defined as a required immediate response to an emergency situation, warrant service, protective detail, or any other situation deemed necessary by the Chief of Police or his/her designee with notice of forty-eight (48) hours or less.

B. A "holiday" is defined as beginning at 0500 hours the actual day of the holiday and continuing until 0600 hours the day following the holiday.

Section 2. Call-Out Compensation

If called out pursuant to this Article, the member shall receive a bonus of two paid hours for each call-out that both begins and ends outside the member's regularly scheduled shift, one paid hour for each call-out that either begins or ends outside of the member's regularly scheduled shift.

Section 3. Holiday Call-Out Compensation:

If called out pursuant to this Article on a holiday, the member shall be compensated at the rate of paid double time (2.0) for hours worked during the holiday. If the callout continues into the day following the holiday (as defined above), the member shall be compensated at the rate of paid time and one half (1.5) for time worked on the day following the holiday, unless it is his/her normally scheduled time of work. Any member of the bargaining unit working a call-out that exceeds 4 hours during a holiday shall receive that holiday back.

Section 4. Mandatory Response On-Call Compensation

A. Each supervisor (Sergeant or Lieutenant) who is mandated to respond to a homicide team page, as homicide team supervisors, or as a crime scene supervisor, or Public Information Officer, or respond to a fatal crash page, as a fatal traffic crash investigation supervisor or team member filling in as team supervisor for the week shall receive one (1) day (regularly assigned shift) of compensation in their On-Call time bank after each week that they complete their primary on-call status.

B. The call-out bonus for a member mandated to respond to an ASU or EOD page shall be divided between the primary and back-up

weeks with one-half (1/2) day for the primary week and one-half (1/2) day for the back-up week.

C. A member mandated to respond to a fatal crash page, not as the team supervisor, shall receive one-half (1/2) day for his/her primary week.

D. At the start of each new year, members on the specialty teams listed below will receive on-call time according to the schedule below:

i.	EST	4 Days
ii.	CRT	4 Days
iii.	ASU(If section 4B is not applicable.)	4 Days
iv.	PIO	2 Days
v.	EOD (If section 4B is not applicable.)	2 Days
vi.	EOD K9	2 Days
vii.	Shooting/Use of force team	2 days

viii. PSRT: 1 day per call-out which lasts longer than 4 hours. Members may only receive one (1) day back for each twenty-four (24) hours of the call-out.

E. This added time will be in accordance with the member's regularly assigned shift (8 hours or 8.5 hours). This is done in the good-faith belief that each member will respond to call-outs and will have a minimum attendance rate of sixty percent (60%) or higher. If the year ends and the team member does not have a minimum attendance rate of 60%, he/she forfeits his/her above scheduled days of on-call time the following year. Members who are injured or ill for prolonged periods of time may be excluded from the 60% attendance requirement if there was not an opportunity for them to achieve a 60% attendance rate.

F. Members who receive this mandatory on-call compensation must use all hours earned in the calendar year, prior to the Non-FLSA paydown of the subsequent year. If any hours earned under the terms of this agreement are not used prior to the Non-FLSA paydown of the subsequent year, those hours will be forfeited by the supervisor. Any hours earned during the current calendar year, but prior to said Non-FLSA paydown, shall not be subject to forfeiture until the subsequent year's Non-FLSA paydown occurs.

G. Team Commander Compensation: One (1) bargaining unit member designated as the Team Commander for each of the following specialty teams shall receive one (1) day of on-call time at the start of each calendar year:

i. Emergency Services Team (EST)
ii. Crisis Response Team (CRT)
iii. Air Support Unit (ASU)
iv. Public Information Officer (PIO) Team
v. Explosive Ordnance Disposal (EOD) Team
vi. Public Safety Response Team (PSRT)
vii. Honor Guard
viii. Pipe and Drum
ix. Peer Support
x. Any additional specialty team officially established or designated by the Chief of Police.

Only one (1) member per listed or subsequently established specialty team shall be eligible to receive the Team Commander compensation provided under this subsection.

This compensation shall be in addition to any other on-call compensation provided under this Section and shall apply regardless of whether the specialty team is otherwise specifically identified in this Section.

A bargaining unit member shall not be eligible for the Team Commander compensation provided under this subsection when the member's regular full-time assignment consists primarily of performing the same duties, functions, or responsibilities for which the member is designated as Team Commander.

Article 24 - Hire Backs

Section 1. In the best interests of the City, and the community, as well as the safety of employees, the City will maintain a sufficient number of supervisors within the police department as well as a minimum staffing level for work shifts/sections. In order to achieve this goal, it shall be necessary from time to time, to "hire back" supervisor(s) in order to satisfy any minimum count level established for work shifts/sections.

Section 2. Whenever the minimum staffing level within the uniform patrol section falls below the required minimum level, the City shall be required to hire back a sufficient number of supervisor(s) necessary to bring the staffing level up to the minimum count. The hire backs will start when the level falls below the established minimum count.

A. The minimum count for sergeants in the uniform division shall be four. If no lieutenant is working, a hire back shall be initiated and awarded to the senior lieutenant. If there is no lieutenant working then the senior sergeant shall be assigned the duties of COD and compensated per the contract provided there are at least five (5) sergeants working. If no lieutenant is working and there are four (4) sergeants working to cover the quadrant minimums then a hire back shall be initiated to cover the COD position. The senior sergeant bidding will be awarded the bid to work the shift.

The senior sergeant then working the shift shall become the COD. Preference will be given to uniform division members.

B. The minimum count for each quadrant shall be one uniform division sergeant. If the shift should fall below this count then the City shall initiate a hire back to satisfy the quadrant counts. Preference will be given to primary assigned division members.

C. The minimum counts for holidays shall be as follows: For the purposes of bidding the holiday there will need to be four (4) sergeant bids. This shall be awarded to the senior uniform division sergeants that bid the holiday. If an awarded member is not able to work the holiday due to illness, funeral leave, child birth, etc, the COD will exhaust the list of denied on-shift sergeants and lieutenants, in order of seniority, prior to issuing a hire back request.

Section 3. The City shall be required to start seeking the necessary manpower to satisfy the provisions of this article as soon as it is evident that supervisor(s) will have to be hired back. A partial-shift hire-back shall be awarded only when a lieutenant is absent for less than a full shift.

Section 4. If the staffing level shall fall below the minimum count in the uniform divisions on a given patrol shift, staffing back to the minimum shall be filled by seniority. This shall be done by a posted bid(s), department wide, with preference being given to uniform division members if the shortages are known at least twenty-four hours prior to the need for a hire back. If the shortage is of short-term notice, less than twenty-four hours, announcements shall be made by the use of police radio channels, as well as by the in-car messaging system, the phone paging system, and the bid will be awarded on a first come, first serve basis.

Once the shift has begun, the COD position will not change unless the position becomes vacant. In the event that a hire back(s) has been awarded and another hire back, for the same shift, becomes necessary, the remaining supervisors that were denied the hire back will be contacted in list order. Hire backs greater than twenty-four hours' notice will be listed by seniority. Hire backs less than twenty-four hours' notice will be in order received. One attempt shall be made to contact the unawarded supervisor in the list order, utilizing their phone number listed in FLSA. If the unawarded supervisor is not able to be contacted or no longer wishes to work the hire back, the COD will continue down the list until the hire back is filled utilizing the same procedure until the list of supervisors is exhausted. If the hire back is not filled after exhausting the list, the hire back will be posted again.

The hire back procedure will not go into effect once the shift has started, unless authorized by the Duty Chief. Inverse seniority will not be used to fill the vacancy, except for a holiday bid.

Section 5. Employees hired back to satisfy the minimum requirements of this article shall be paid at a rate of time and one-half (1.5) their normal rate of pay.

Section 6. Downtown (David) Division

Upon the establishment of the Downtown (David) Division as a standalone division with three (3) Sergeants assigned to each shift, all Sergeant minimum staffing levels, staffing counts, and Sergeant bid requirements set forth in this Article shall increase by one (1) Sergeant from the number otherwise specified, notwithstanding any specific Sergeant staffing number set forth elsewhere in this Article.

For purposes of this Article, the terms "quadrant" and "geographic division" shall be used interchangeably. References to quadrants shall include the geographic divisions within the Operations Division, including the Downtown (David) Division upon its establishment as a standalone division.

ARTICLE 25 - CHAIN OF COMMAND

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

Commander of the Day ("COD") is defined as the senior sergeant on a shift or division being placed in charge of said shift or division in the absence of a Captain and/or Lieutenant. The position of COD shall not be deferred by the senior Sergeant in the absence of a Captain and/or Lieutenant.

Employees who are designated as the COD shall receive a maximum of two hours paid time per shift per day or one hour paid time if assigned as COD for four hours or less.

In the event that two Sergeants share the COD responsibilities, paid time shall be distributed one hour per Sergeant. A maximum of two hours per shift per day only will be awarded to the position of COD.

ARTICLE 26 - SICK LEAVE/DISABILITY

Members of the bargaining unit shall be entitled to paid sick leave as needed, subject to the Fort Wayne Police Department Rules and Regulations. Furthermore, the Chief shall have the authority to

initiate a disability application on behalf of any Employee after 270 calendar days after the first day of paid sick leave based on an Employee's last injury or illness, which in the opinion of the Chief, based upon a report from a licensed physician, makes it unlikely that the member will return to full-time, uninterrupted active duty. If the Employee disagrees with the Chief's opinion and can provide a report from a licensed physician disputing the Chief's opinion, the dispute shall be subject to the grievance and arbitration procedure provided for herein. For purposes of IC 36-8-5-2 (g), an Employee shall be deemed to have exhausted his/her sick leave one calendar year after the first day of paid sick leave for the last injury or illness.

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

Members who are currently on sick leave, or light duty, may bid to work a holiday, special event or hire-back, but if they are not released to full duty by the date that the event is awarded (fifteen days prior), then they will not be eligible for the event. The bid shall be voided and awarded to the next senior member who bid the event.

ARTICLE 27 - ON-THE-JOB INJURY OR JOB-RELATED ILLNESS

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

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

ARTICLE 28 - ADDITIONAL WORK/OVERTIME COMPENSATION

Section 1. FLSA Overtime Compensation: Employees shall be paid one and one-half (1.5) times the employee's FLSA Rate for all FLSA overtime hours.

Section 2. Non-FLSA Compensation: Officers who have in excess of 400 Non-FLSA hours at the end of the calendar year, to include all carryover time from the previous year, shall be paid down on or before January 31st of the following year, to the scheduled limit. Officers shall be paid at their current rank, but at the previous year's hourly rate. Hours to be paid shall be submitted to the Chief's Office by January 15th of the year to be paid.

ARTICLE 29 - FMLA LEAVE

A member may be granted leave pursuant to the Family Medical Leave Act. See www.dol.gov/whd/fmla.

ARTICLE 30 - DEATH OF AN EMPLOYEE

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

ARTICLE 31 - HOSPITALIZATION/MEDICAL BENEFITS

The City agrees that the group health insurance benefits available through the City's basic self-insured health benefits program shall be available to members at the rate charged non-union employees of the City. Members may choose other plans made available to other

City employees at the cost charged to other City employees for any such plan.

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

ARTICLE 32 - RETIRED OFFICERS' INSURANCE

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

Anyone retired on disability pension shall immediately be given credit as though they had served twenty years.

The surviving spouse and dependent children of a member of the bargaining unit who dies while actively employed shall be provided health insurance at no cost to them. The insurance plan shall be the lowest deductible plan. This coverage shall remain in effect until the spouse is eligible for Medicare, or in the case of children, until the age of twenty-six.

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

ARTICLE 33 - LIFE INSURANCE

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

ARTICLE 34 - SHIFT DIFFERENTIAL

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

ARTICLE 35 - INVESTIGATIVE BONUS

All Sergeants and Lieutenants assigned to the Investigative Division, Vice & Narcotics Bureau, shall receive a premium of $650.00 per year. All premiums shall be added to the regular earnings for each pay period. Only those officers so assigned shall be so paid and for only such time as they continue to be so assigned.

ARTICLE 36 - SPECIAL DUTY PAY

(a) Homicide Team/Crime Scene Supervisors	$750/year
(b) Emergency Services Team	$750/year
(c) Bomb Squad	$750/year
(d) Crisis Response Team	$750/year
(e) Fatal Traffic	$750/year
(f) K-9 Supervisor/Handler	$750/year
(g) Public Safety Response Team	$750/year
(h) Air Support Unit	$750/year
(i) PIO	$750/year
(j) Hit/Skip	$750/year

Additionally, the K-9 Supervisor/Handler will receive eight hours of paid time per pay period at the K-9 Supervisor/Handler's normal hourly rate or straight time.
(Special duty pay will be pro-rated if the officer works less than full year in a particular category.)

ARTICLE 37 - LONGEVITY PREMIUM

Members of the bargaining unit shall be paid an annual longevity premium. The premium will be paid each year on the anniversary date of the member's appointment as a police officer with the City of Fort Wayne, based upon years of service. The amount paid to members will be their previous year's longevity premium plus $500.00. Premiums for all members will continue to increase at the rate of $500.00 per year until the maximum premium rate has been reached. Once a member has reached 20 years of service with the Fort Wayne Police Department, he /she shall be paid the maximum premium payment each year. The maximum longevity premium amount shall be $10,000.00.

ARTICLE 38 - PERF CONTRIBUTION

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

ARTICLE 39 - UNIFORM ALLOWANCE

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

ARTICLE 40 - EDUCATIONAL INCENTIVE/MILITARY INCENTIVE

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

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

2. Any member who is currently serving in the U.S. Reserves or National Guard; or is a veteran who has received a discharge (other than a Dishonorable Discharge), shall be paid an annual incentive of $450.

3. Any member having a Bachelor's Degree shall be paid an annual incentive of $900.

4. Any member having a Master's Degree shall be paid an annual incentive of $1,400.

5. Any member having a Doctorate/PhD shall be paid an annual incentive of $1,900.

A member may qualify for only one educational incentive per year. Members may receive a military incentive or an educational

incentive, but not both. The educational/military incentive shall be paid in equal quarterly installments in the months of March, June, September, and December of the appropriate year.

ARTICLE 41 - SALARY SCHEDULE

Effective January 1, 2027, the salary of each member shall be increased by three percent (3%).

Effective January 1, 2028, the salary of each member shall be increased by three percent (3%).

ARTICLE 42 - DISCRIMINATION

Section 1. The City will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or activity on behalf of, F.O.P. Labor Council. The City will not discriminate in respect to hire, tenure of employment, or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, F.O.P. Labor Council, nor will it discourage or attempt to discourage membership in F.O.P. Labor Council or attempt to encourage membership in another Union.

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

Section 3. The City further agrees that any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963, Executive Order 11246 as amended by 11375, and the Age Discrimination in Employment Act of 1979, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement. Nothing in this agreement between the City of Fort Wayne and F.O.P. Labor Council shall be construed to require the City to violate the Americans with Disabilities Act.

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

ARTICLE 43 - DURATION AND CHANGE

This Agreement shall become effective at 0001 hours on January 1, 2027 and shall remain in full force and effect through December 31, 2028. This agreement shall remain in full force and effect until a subsequent agreement is negotiated, and accepted by the membership. But, in no case shall it be in effect more than twelve (12) months beyond its expiration date.

The City and the F.O.P. Labor Council agree, upon notification by either party, to commence collective bargaining agreement negotiations no later than May of the year of the expiration of the Agreement. Such notification shall be made by Certified Mail, return receipt requested.

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

ARTICLE 44 - SAVINGS CLAUSE

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent and final jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion involved and shall not invalidate the remaining portions of this Agreement.

In witness thereof, the parties have caused this Agreement to be executed by their respective officers and representatives there unto duly authorized this _____ day of _____, 2026.

FOR THE CITY:

_____

Sharon Tucker,
Mayor, City of Fort Wayne

_____

Paul J. Smith,
Chief of Police

_____

Malak Heiny,
City Attorney

FOR THE F.O.P. LABOR COUNCIL:

_____

John Nichter,
President, FOPLC

_____

Daniel Hartman,
Vice President, FOPLC

_____

Christopher Faherty,
Sergeant at Arms, FOPLC

_____

Troy Jester,
Secretary, FOPLC

AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND

FRATERNAL ORDER OF POLICE, INDIANA F.O.P. LABOR COUNCIL, INC.

JANUARY 1, 2027~~6~~ THROUGH DECEMBER 31, 2028~~6~~

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Preamble

The Agreement is effective this 1st day of January, 2027~~6~~, by and between the City of Fort Wayne, Indiana (the "City"), and the Indiana Fraternal Order of Police Labor Council, Inc. for and on behalf of the Fort Wayne, Indiana, Police Department Officers obtaining the rank of sergeant or lieutenant, and Indiana Wayne Lodge No. 14, Inc. (the "F.O.P. Labor Council"). In the event that the sergeants and lieutenants of the Fort Wayne, Indiana Police Department disband from the Indiana Fraternal Order of Police Labor Council, Inc., such representation will revert back only to the Fraternal Order of Police Indiana Wayne Lodge No. 14, Inc. This Agreement shall be in full force and effect through midnight, December 31, 2028~~6~~.

WITNESSETH:

It is agreed by and between the parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto in respect to hours of employment, wages, non-monetary fringe benefits and working conditions for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the term of this Agreement on any bargainable issues or subjects, unless mutually agreed to by the City and F.O.P. Labor Council, except as may be herein explicitly provided; and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement. Changes in the Agreement agreeable to both parties may be made at any time, provided, however, that all changes are in writing. If changes involve compensation Common Council approval shall also be required.

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

The City agrees to recognize F.O.P. Labor Council as the exclusive representative for all commissioned police officers holding the rank of Sergeant and Lieutenant of the Fort Wayne Police Department in all matters involving wages, non-monetary fringe benefits, hours and all other terms or conditions of employment.

ARTICLE 3 - BARGAINING UNIT

The bargaining unit to which this Agreement applies shall include all commissioned officers of the Fort Wayne Police Department holding the rank of Sergeant and Lieutenant of the Fort Wayne Police Department.

ARTICLE 4 - COVERAGE

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

ARTICLE 5 - MANAGEMENT

Section 1. Recognition of Management: F.O.P. Labor Council recognizes the City as having the sole right to direction of the working forces including, but not limited to, the right to determine the work to be performed by employees; to employ, promote, demote, transfer, lay off, discipline, suspend or

discharge for cause; to assign work and the number of hours to be worked, including overtime work; to increase and decrease the work force; to establish standards and methods; to transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations. The City, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement, which limit and restrict these defined employer rights. Therefore, the City agrees that in exercising the rights herein, nothing shall be construed, or applied in any manner which negates, modifies, or supersedes the rights of employees, or F.O.P. Labor Council, where such rights are expressly set forth in this Agreement.

Section 2. Rules and Regulations: F.O.P. Labor Council recognizes that the City reserves the right to establish rules and/or change existing rules affecting working conditions. It is agreed that all such rules shall be reasonable in content and application. Disputes arising from them shall be subject to the grievance procedure. F.O.P. Labor Council will be furnished electronically a copy of any new or revised rules affecting bargaining unit employees at least fifteen days in advance of the effective date when applicable. The City's Policy and Procedure Manual will govern in matters not specifically addressed in this Agreement, Department Policies and Procedures, or Rules and Regulations.

ARTICLE 6 - DUES DEDUCTIONS

Section 1. The City agrees to deduct from the wages of bargaining unit members' dues of Wayne Lodge #14 and F.O.P. Labor Council upon written authorization from the member to do so. Wayne Lodge #14 and F.O.P. Labor Council membership dues will be deducted on a monthly basis. The City will remit these monies to the Wayne Lodge #14 Treasurer and to the State F.O.P. Labor Council Representative no

later than the 10th day of the month following that of the deduction.

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

ARTICLE 7 - F.O.P. LABOR COUNCIL REPRESENTATION

Section 1. Upon prior notice to the Chief of Police, or his/her designated representative, authorized agents of F.O.P. Labor Council shall have access to the City's establishment for purposes of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. The City is hereby released from any and all liability for an injury to such agent, occurring while he/she is on the premises of the City.

Section 2. The City will recognize four (4) bargaining committee members, one of whom shall be designated as chairperson of the committee. Time spent in meetings set up by the City, for the first thirty days of negotiations, mediation and arbitration, set by Ordinance No: S-78-05-14, Special Ordinance No: S-156-78, will be paid for necessary time lost in negotiations with representatives of the City. The City will accommodate F.O.P. Labor Council in respect to time off with pay, which will permit employees to negotiate during the first thirty days of negotiations, mediation and arbitration.

A time bank, up to a maximum of 300 hours, donated by members of the F.O.P. Labor Council may be established for other than grievance and negotiating meetings or investigations held between the City and F.O.P. Labor Council. This time can be used for business not related to political activities, and will be used by representatives as designated in writing to the Chief of Police by

the President of F.O.P. Labor Council. Use of this time shall be subject to maintaining minimum manpower requirements. Hours not used in the calendar year may be carried over to the following calendar year.

The City shall give 800 hours to the F.O.P. Labor Council time bank yearly. This time will be used for legitimate F.O.P. Labor Council business. Unused hours may carry over from year to year, except that in no circumstance shall the F.O.P. Labor Council time bank exceed 2000 hours. Excess unused hours shall be lost. Should usage exceed 2000 hours, the Chief of Police and President of F.O.P. Labor Council may extend hours based upon projection of used time.

Section 3. Accredited representatives of F.O.P. Labor Council shall be chosen from its members who are employed by the City.

Section 4. The City will recognize a grievance committee of no more than four committee members or their alternate representatives designated by F.O.P. Labor Council to the City in writing. F.O.P. Labor Council representatives shall be afforded such reasonable time as needed to carry out their grievance responsibilities. Any grievance committee member who finds it necessary to leave his/her workstation to transact legitimate grievance business may do so after notifying his/her immediate supervisor and being released in a reasonable amount of time. The committee member will notify the immediate supervisor of the legitimate grievance business. F.O.P. Labor Council agrees to make every effort in the conduct of grievance matters to minimize interference with production and the orderly operation of the City, and further agrees that alternates will process grievances only in the absence of the committee members.

Section 5. The City agrees that F.O.P. Labor Council members who file a grievance with the City will not be questioned in respect thereto without advising the employee of his/her right to F.O.P. Labor Council representation.

Section 6. F.O.P. Labor Council shall be free to withdraw a grievance at any step of the grievance procedure without prejudice.

Section 7. Designated F.O.P. Labor Council representatives, in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for doing so.

Section 8: Any committee or review board (included but not limited to: pursuit review, accident review) seated or created by the chief of police that, by virtue of FWPD Policy or PBA contract, includes union representation from the PBA shall also include union representation by the FOP Labor Council.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

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

Suspensions, dismissals, and reductions in grade are not subject to grievance or arbitration. Any matters governed by statutory provisions governing dismissals shall not be considered grievances and subject to the grievance procedure herein other than a claimed

violation of Article 11 (The Police Officers' Bill of Rights). When a grievance arises, an earnest effort shall be made to settle such differences promptly in accordance with the Grievance Procedure hereinafter prescribed.

Section 2. Grievance Limitations: If more than one member has the same grievance, two aggrieved members representing all aggrieved members as selected by F.O.P. Labor Council, shall proceed through Step 1 of the Grievance Procedure as set forth in this Article, representing all members with the same grievance. The parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of the Steps of the Grievance Procedure as set forth in this Article. A grievance must be filed within thirty calendar days following knowledge that gave rise to the alleged grievance. Nothing in this section prevents an individual officer from filing a grievance.

Section 3. Grievance Procedure: Every member of F.O.P. Labor Council shall have the right to present grievances in accordance with the procedure provided as follows:

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

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

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

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

Section 4. Arbitration Procedure: If the above Grievance Procedure has been followed and the parties are still unable to settle the grievance, F.O.P. Labor Council shall, within thirty days following receipt of the City's Step 4 answer, notify the City of F.O.P. Labor Council's intent to arbitrate the dispute. Upon receipt of such notification, the City and F.O.P. Labor Council shall select an arbitrator from a panel of seven arbitrators from the Federal Mediation and Conciliation Service which have been selected jointly by the parties. After receipt of the panel of arbitrators, the parties shall draw lots to determine who shall strike the first name from the list of seven arbitrators, then continue striking names on an alternate basis. The last remaining name shall be deemed the arbitrator by mutual consent of the parties.

The arbitrator shall not have the authority to alter, amend or change the terms or provisions of this Agreement, and his/her decision shall be limited to the particular grievance in question. The answer of the arbitrator shall be in writing unless otherwise agreed by both parties. The arbitrator's decision shall be final and binding on the parties, and in the event either party shall fail or refuse to abide by the decision of the arbitrator, the offended party can bring an action in the appropriate court. The court shall award the prevailing party reasonable attorney fees in addition to any other relief adjudged. F.O.P. Labor Council and the City shall equally share the fee of the arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

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

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

ARTICLE 9 - SENIORITY

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

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

Section 3. Transfers, Filling Vacancies: Vacancies which occur due to retirement, discipline, creation of a new position, promotion to captain or above, in the sergeants or lieutenants ranks, shall be bid and filled in the manner prescribed by the Merit Commission. Vacancies which occur as described above shall be bid within fifteen calendar days. All bids in the Operations Division shall be job specific (Division, Section, Shift, Rank) and shall be department wide bids (for example, Operations Division, Northwest ~~Quadrant~~Division, B Shift, Sergeant). The Investigative Support Division shall be bid by Division, Shift, Rank. Prior to being bid, voluntary movement based on seniority within the Investigative Support Division to the open position(s) shall be allowed with management approval. Movement from one shift to another is not permitted without a bid. Lieutenants shall be bid by Division, Shift and Rank. An employee who has been awarded a bid under this section shall have the right, within ten (10) calendar days from the start date, to decide whether or not to return to his/her

previously held position. The "award date" shall be defined as the date on which the bid has closed and the chief or his/her designee has awarded the job/position. The "start date" shall be defined as the date, determined by the chief or his/her designee, that the awarded officer is to begin working the new assignment. The start date of a new job/assignment shall be within twenty-one (21) days of the award date.

Members on FMLA at the time of being awarded a job bid shall not be subject to the ten (10) day bid rescission expiration. The start date for members on FMLA having been awarded a job bid shall be the first work day following FMLA leave. His/her ten (10) rescission period will commence at that time.

Bids that have been awarded and are rescinded shall be awarded to the next senior employee who bid on the vacancy.

Whenever a supervisor chooses to vacate an exempt assignment, is removed from an exempt assignment, is demoted back to merit rank, or is removed from a bid position due to disciplinary action, the supervisor will be temporarily assigned to a Uniform position on A, B or C shift (as determined by the Assistant Chief of Police) until he/she is awarded another bid assignment. If the temporarily-assigned supervisor chooses not to bid on a posted job opening, and no other supervisor submits a bid, if there are no other unbid supervisors on the Department, the temporarily-assigned supervisor will be inversed into the open job.

If a supervisor is removed from a bid assignment due to disciplinary action, that supervisor who was removed may not be inversed into the same position, even if there are no other bids for that job opening.

Notwithstanding any other provision of this Agreement, if the City converts an exempt Sergeant position within the Downtown (David) District or Division to a bid position, the Sergeant occupying that exempt position at the time of conversion shall have the option to retain the position as his/her bid assignment without the position being posted or awarded through the bidding process. This provision shall apply only to the initial conversion of existing exempt Sergeant positions within the Downtown (David) District to bid positions.

Section 4. Excluded and Exempt Assignments:

A. Members of the bargaining unit engaged as training officers shall be selected by the Chief without regard to seniority. For the duration of the current Agreement, 25% plus one (1) of the bargaining unit may be assigned to an exempt position, at the direction of the Chief of Police, so long as the member of the bargaining unit accepts the position. To be eligible for an exempt position the appointee must have been in rank a minimum of three (3) months prior to the effective date of the appointment, except for positions in Internal Affairs, Academy, Crime Scene, or Spillman Data Systems. The Chief shall fill such positions on a voluntary basis, provided five days' notice of reassignment is given to F.O.P. Labor Council. Persons occupying an exempt position shall suffer no loss of bidding rights and time spent in an exempt position shall count toward the individual's seniority under Section 1. Members of the bargaining unit who accept an exempt position shall have the right to rescind the position within seven calendar days from the first day on the job, to decide whether or not to return to his/her previously held position. In the event a member has served in the new exempt position on a temporary assignment as a supervisor prior to accepting the exempt position, the member's seven (7) calendar day right to rescind shall be waived. The Chief shall have the right to assign work hours for

exempt employees, subject to Article 28- Additional Work/Overtime Compensation.

B. The 25% number shall be rounded to the next highest number in the event that the number arrived at using the percentages allotted for each year produces a whole number and any fraction five tenths of a percent (.5%) or greater. If the fraction is less than .5%, the number resulting from the allotted percentages shall not exceed the whole number.

C. Whenever a vacancy occurs in an on-call extra duty assignment (in addition to a Member of the Bargaining Unit's normal bid position) the Chief of Police shall post the opening by way of a department memorandum. The department memorandum shall identify the nature of the extra duty assignment, and any associated responsibilities. The memorandum shall also list all required qualifications the Member of the Bargaining Unit should possess prior to submitting an application, as well as any training after the selection that the Member of the Bargaining Unit shall have to successfully complete. The department memorandum shall also identify when the Member of the Bargaining Unit shall submit his or her application and to whom said application should be submitted. The Chief of Police shall identify to the Bargaining Unit the selection criteria for each position, and how the selection process will be made. If more than one Member of the Bargaining Unit passes the selection process and are ranked the same in the selection process, then seniority shall be the determining factor. The Chief of Police shall have the ability to select Members of the Bargaining Unit for the position of Public Information Officer (PIO) regardless of seniority after soliciting them in a department memorandum. The Bargaining Unit recognizes that qualified and trained officers may from time to time be promoted into the Bargaining Unit, and would be allowed to stay on that on-call extra

duty assignment team so that experience is not lost or wasted, as long as there is an open position to keep them in that position.

ARTICLE 10 - HOURS OF WORK

Section 1. Except as hereinafter provided, the basic work week of bargaining unit employees represented by F.O.P. Labor Council shall consist for the Uniform Divisions the following: a repeating six day rotation consisting of four days on and two days off at consecutive eight and one-half (8.5) hour shifts.

Section 2. During emergency situations, the Chief of Police shall have the right to temporarily change normal working hours.
For purposes of this section, the following terms shall have the following meanings:
"An emergency situation" is a need for additional manpower above minimum counts that could not be reasonably foreseen prior to the situation creating the need and which cannot be met without changing hours of work.
"Temporarily" shall mean only that period during which the emergency situation exists.

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

Section 4. Four (4) Sergeants or Lieutenants, at any one time, are allowed to serve no more than ninety calendar days on a temporary assignment within any twelve (12) month period. To be eligible for a temporary position the appointee must have been in rank a minimum

of three (3) months prior to the effective date of the appointment, except for positions in Internal Affairs, Academy, Crime Scene, or Spillman Data Systems. There will be a limit of no more than four (4) temporary assignments at any time. No more than one (1) Sergeant or Lieutenant from a given Shift/Division shall be placed on a temporary assignment at any time. Temporary assignments shall not be used to avoid the bid system. Temporary assignments may be used in any area of the Police Department with the approval of the Chief of Police. Notwithstanding the foregoing, if the Chief of Police assigns one of the temporary assignments to the Training Academy during a basic recruit class, such temporary assignment shall not exceed one-hundred ~~sixty~~ eighty (~~160~~180) days. Notwithstanding the foregoing, if the Chief of Police assigns one of the temporary assignments to the School Resource Officer program, such temporary assignment shall not exceed one hundred eighty (180) days.

Section 5. If a member is assigned to ~~In-service~~ training during A-shift hours immediately following being scheduled to work C-shift, the member shall be marked off-duty the last 4 hours of the assigned shift prior to said ~~In-service~~ training. The member shall be allowed to mark off the first half of the assigned shift (4.5 hours for Operations, 4 hours for Detective Bureau), if desired, using available banked time.

ARTICLE 11 - POLICE OFFICERS' BILL OF RIGHTS

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

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

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

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

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

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

Section 5. When, for any reason, any police officer is under investigation or subjected to questioning by his/her commanding officer, or any other duly assigned member of the Police Department, which could lead to disciplinary action, demotion, dismissal, transfer or administrative charges, and to ensure that such investigation or questioning are conducted in a manner conducive to public confidence, good order and discipline,

meanwhile observing and protecting the individual rights of each Police Officer, the following rules of procedure are hereby established:

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

B. The Police Officer under investigation shall be informed prior to such questioning of the rank, name and command of the officer in charge of the investigation, the questioning officer, and all other persons to be present during the questioning, unless evidence establishing probable cause that a felony has been committed demands an immediate investigation. All questions directed to the police officer under investigation shall be asked by and through no more than two (2) questioners.

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

D. The questioning session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated. If the questioning session occurs while the officer is off duty, or the officer is ordered into Internal Affairs Office of Professional Standards, the Police Department or any other agreed upon location, to be questioned or interviewed concerning a

specific incident or action, said officer will be compensated at a rate of time and a half (1.5) for the time spent in the interview or questioning, in addition to one hour of travel time.

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

F. The complete questioning of a police officer shall be recorded and there shall be no unrecorded questions or statements. A tape recording shall be made of the questioning, and the police officer shall have access to the tape if any further proceedings are contemplated or prior to any further investigation at a subsequent time. The police officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports made by investigators. The police officer being questioned shall have the right to bring his/her own recording device and record any and all aspects of the questioning.

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

H. No police officer shall have his/her locker, desk or other space for storage that may be assigned to him/her searched except by

permission of the officer, or unless a valid search warrant has been obtained.

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

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

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

Section 7. A police officer shall have fifteen working days within which to file a written response to any adverse comment entered in his/her personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

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

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

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

Section 11. Bargaining unit members shall have the right, subject to applicable laws, to inspect his/her personnel files, medical files, training files, and disciplinary files, and may be accompanied by an F.O.P. Labor Council representative or attorney while doing so. Any alleged discrepancies shall be brought to the attention of the Director of Human Resources for adjustment. If the matter is still unresolved, it shall be subject to the grievance procedure.

Section 12. No police officer shall be compelled to submit to a polygraph examination, voice stress analysis or other truth detection device against his/her will. No voice stress analysis or other truth detection devices will be used unknowingly during the course of an investigation of a police officer. No disciplinary action or other recrimination shall be taken against a police officer refusing to submit to a polygraph examination, voice stress analyzer or other truth detection devices. No comment or notation shall be entered anywhere in the investigator's notes or anywhere else that the police officer refused to submit to a polygraph examination, voice stress analysis or truth detection device or that voice stress analysis or other truth detection device was unknowingly used. Testimony or evidence shall not be admissible at a subsequent hearing, trial or proceeding, judicial or administrative, to the effect that the police officer refused to submit to a polygraph examination, voice stress analysis, or other truth detection device or that voice stress analysis or other truth detection device was unknowingly used.

Section 13. Before the interview of any bargaining unit member as a result of a complaint by a citizen, the citizen shall first be interviewed by the Office of Professional Standards. The citizen shall be required to sign a statement clearly stating the complaint, a copy of which shall be provided to the member at least seventy-two hours prior to the questioning regarding the complaint. The Chief of Police shall have the right to initiate a Chief's Request investigation at any time. The Chief shall supply the member of the bargaining unit with a summary of the alleged misconduct at least seventy-two hours prior to the questioning regarding the complaint. If the alleged misconduct requires immediate action, the seventy-two hour notification shall not apply.

ARTICLE 12 - VACATIONS

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

Years of Service to Be Completed During The Calendar Year	Vacation Days Per Year
3-5	18 days per year
6	19 days per year
7	20 days per year
8	21 days per year
9	22 days per year
10	23 days per year
11	24 days per year
12	25 days per year
13	26 days per year
14	27 days per year
15	28 days per year
16	29 days per year
17	31 days per year
18	32 days per year
19	33 days per year
20	34 days per year

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

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

Section 3. During January of each calendar year, members of the bargaining unit may request two separate vacation periods, from four to sixteen (16) consecutive vacation days, to be taken off during the year. During June of each calendar year, members of the bargaining unit may request one separate vacation period, from four to sixteen (16) consecutive vacation days, to be taken off during the year. Should two employees submit requests for the same consecutive vacation days, the request submitted by the most senior employee shall be honored. Once approved, such request shall continue to be honored regardless of transfers, and may not be changed or rescinded.

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

Section 4. Employees shall be permitted to use vacation, personal days, or holidays (where applicable) during the year without advance notice, provided the employee's supervisor is notified before the employee is scheduled to report for work, and the minimum number of personnel on the shift is maintained. Vacation and Personal days may be taken one hour at a time, provided the minimum number of personnel on the shift is maintained.

ARTICLE 13 - HOLIDAYS

Section 1. Schedule: The following twelve holidays shall be holidays for members of the bargaining unit:

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

Memorial Day
Juneteenth
Independence Day
Labor Day
Christmas Day
New Year's Eve

Section 2. All holidays observed shall be observed on the actual date of the holiday. Employees on regularly scheduled days off shall not be subject to holiday scheduling. Work levels for holidays shall be one lieutenant and four sergeants (five supervisors) in the Operations Division and shall be filled according to seniority. Employees shall bid for work on such holidays, by seniority, during a thirty (30) day period beginning forty-five days prior to the holiday and ending fifteen days prior to the holiday. Within the Uniform Division if an insufficient number of employees have bid to work the holiday on a particular shift, then uniform division members on any shift shall be able to bid the holiday with the job being awarded to the most senior member. In the event there are not sufficient employees bidding to work on the holiday in order to meet the minimum manning level, inverse seniority (excluding those officers regularly scheduled off) will be used to fill the sergeant vacancy. If no lieutenant is working the holiday, the most senior sergeant will be awarded the holiday C.O.D. bid and shall be compensated at the holiday rate. Hourly compensation for time served as C.O.D. shall conform with Article 25: Chain of Command.

The City shall post the completed work schedule for each holiday at least fifteen days prior to that holiday provided that all holiday bid positions have been filled to satisfy minimum counts.

Upon the establishment of the Downtown (David) Division as a standalone division with three (3) Sergeants assigned to each shift, the minimum Sergeant staffing level set forth in this

Section shall increase by one (1) Sergeant from the number otherwise specified, notwithstanding any specific Sergeant staffing number set forth elsewhere in this Section.

Section 3. For holidays worked, employees shall receive, in addition to regular salaries, the holiday back and be compensated at the rate of paid double time (2.0). Additional hours worked on a holiday outside of the member's regularly scheduled shift shall be compensated at the paid rate of double time and one half (2.5) for each additional one-half (0.5) hour worked.
If a holiday falls on an Employee's regular day off, the Employee will retain the holiday. This includes Employees on military leave. Employees who are on military leave or Hurt on Duty at the time of a holiday shall retain the holiday.

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

ARTICLE 14 - SUPPLEMENTAL RETIREMENT BENEFITS

Section 1. Employees who retire during a year shall be granted their entire vacation, holiday, personal, and overtime entitlement at the member's current rate.

Section 2. Any member who leaves the department with 20 or more years of service or retires with a medical pension regardless of years of service shall be offered the opportunity to purchase his/her service weapon for twenty-five dollars ($25.00). This section will not be applicable to any member who is prohibited by law from possessing a firearm or whose employment is terminated for just cause by the city.

Section 3. Employees who resign, are terminated, accept a Board of Safety approved leave of absence or are suspended for a period

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

ARTICLE 15 - ELECTRONIC NOTIFICATIONS

Section 1. The City shall allow F.O.P. Labor Council use of the City email system to circulate correspondence related to F.O.P. Labor Council business to the membership. The principal officers of F.O.P. Labor Council shall be provided email addresses within the system to further communication between those representatives and the membership, as well as other City representatives. This includes the Spillman messaging system, or any other system that may replace it.

ARTICLE 16 - MILITARY LEAVE

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

Section 2. Employees who are in the National Guard or United States Reserve personnel shall also be entitled to leave from their duties without loss of pay for a period not to exceed fifteen (15) days or one hundred twenty (120) hours in a calendar year.

Section 3. Employees who are required to participate in regular scheduled Military Reserve or National Guard drill meetings may request to exchange their military training day(s) with a regularly scheduled day(s) off. Employees who elect this option will be required to pay back the exchanged day(s) by working one (1) of their regularly scheduled days off during the work rotation prior to their weekend military drill, meeting, and/or one of their regularly scheduled days off during the work rotation immediately following their military weekend drill.

Section 4. Employees who are absent because of service in the National Guard or United States Reserve, of over one hundred eighty (180) consecutive days shall receive the difference in their full City pay in the event the Military pay is less than their actual City pay.

Section 5. Employees may use their annual allotted military days, vacation days, personal days, or FLSA and Non-FLSA time to meet their military obligation(s).

Section 6. If any provision of this Article provides lesser privileges or benefits than applicable Federal or State law, then that provision shall have no further force or effect and the terms of the applicable law shall control.

ARTICLE 17 - DEATH IN THE FAMILY

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

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

B. Five days, exclusive of days off, in the event of the death of a member of the immediate family: great-grandparent, step-great grandparent, grandchild, step-grandchild, brother/sister, stepbrother/sister, half-brother/sister, son/daughter-in-law, grandparent, step-grandparent, spouse's parent and spouse's stepparent.

C. Three days, exclusive of days off, in the event of the death of the following family members: aunt/uncle, brother/sister-in-law, spouse's grandparent, niece/nephew, spouse's aunt/uncle, and spouse's niece/nephew.

D. Time off for extended family (related by blood or marriage and not covered above) funerals or time off for extended bereavement leave shall be granted from any available time bank, not subject to minimum counts for up to five (5) days.

E. Bereavement leave will be coordinated with the shift/division commander following the death of the family member.

ARTICLE 18 - PERSONAL DAYS

Twelve (12) personal days shall be granted to members of the bargaining unit to be used for personal matters. The employee shall advise his/her commanding officer in advance of such absence and the day shall be granted provided that the minimum number of personnel needed is maintained. Personal time can be used in one hour increments.

ARTICLE 19 - EXCHANGE OF WORK TIME

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

Section 2. Any member inversed on a holiday may exchange with a member who is on a regularly scheduled day off. To exchange work, an Exchange of Work Time form must either be signed by both members or submitted electronically and approved by the appropriate shift commander. The member working the exchange would then be given each holiday day and pay for exchanging said work. Those hours earned shall be placed in the Non-FLSA time bank. Only one (1) holiday day back will be placed in the Non-FLSA time bank for each holiday shift worked pursuant to an exchange.

Section 3. Once the "Exchange of Work Time" form has been submitted, and the exchange approved by the appropriate shift commander, the "Exchange of Work Time" form is a binding agreement between the members. The member agreeing to work the designated shift will be held accountable and subject to all disciplinary actions by the City.

ARTICLE 20 - TRANSFER OF NON-FLSA TIME

Section 1. A member may transfer or receive no more than one hundred sixty (160) total hours of non-FLSA earned time in a calendar year, if the transfer is for donation purposes to another member. A member may not receive any transferred hours that would exceed their Non-FLSA time limit of four hundred (400) hours. This maximum shall not preclude a member from earning non-FLSA hours from methods agreed to in this contract, such as receiving a holiday back by working a special event on a holiday as described in Article 22, or working a call-out as described in Article 23. In the event of a hardship, the transfer of or receipt of more than one hundred sixty (160) hours of Non-FLSA time must be approved by the Chief of Police.

Section 2. Should a member, whose total hours of Non-FLSA time has reached the maximum (400 hours), wish to work in another member's stead as allowed in Article 19 and the agreement for the work includes a donation of Non-FLSA hours, said hours will be recorded on the receiving member's balance sheet and designated as exchanged time, with the stipulation that exchanged time must be used prior to the date of the last paycheck of the year in which it was received. Any exchanged time donated to a member after the final paycheck of the year, but prior to the beginning of the new year, must be used prior to the final paycheck of the new year or those hours will be forfeited.

ARTICLE 21 - ADDITIONAL COMPENSATION

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

A. Officers shall receive a minimum of one (1) hour for time spent

in court, even if the actual time is less than one (1) hour, this will be per appearance, not per subpoena. All court time will be paid at double (2.0) time, and any time spent beyond the first hour will be rounded up to the nearest quarter (¼) hour.

Section 2. While engaged in training another Sergeant or Lieutenant, a Sergeant or Lieutenant shall receive two and one half (2.5) hours of paid overtime for each day of training. Training periods for sergeants shall be a minimum of fifteen (15) working days. Training periods for lieutenants shall be a minimum of eight (8) working days. This section shall apply to those sergeants/lieutenants who have been newly promoted to the rank of sergeant or lieutenant; or demoted from the rank of lieutenant to sergeant; or are demoted or returning from the rank of captain (or higher) to the rank of lieutenant or sergeant; or are returning from an exempt position.

The training of Employees newly appointed to the rank of Sergeant shall be as follows: two~~three~~ days per ~~quadrant~~ division (five~~four~~ ~~quadrants~~ divisions x two~~three~~ days = ~~twelve~~ ten days); two days with C.O.D., and a final three days in his/her assigned position equaling a total of fifteen training days. During the fifteen (15) day training period, the newly promoted Sergeant does not affect the minimum count of the assigned division.

Employees newly appointed to the rank of Lieutenant will train under the C.O.D. of Operations.

Section 3. Car Maintenance: If a member of the bargaining unit on C shift, or any other member directed by command, is required to bring his/her car in for repair outside of normal working hours then he/she shall be compensated for his/her time under Article 28. If the repair shop is open during his/her normal hours of work,

then the employee shall have his/her vehicle repairs done during that time, or drop it off for repair and take a loaner vehicle. For purposes of this Section, car repair includes vehicle repair, estimates and equipment repairs such as, but not limited to, in-car computer, radar, radio, and in-car video. In order to qualify for the compensation described in this Section, the employee must make arrangements for repairs in advance by scheduling an appointment with the repair shop.

Section 4. Weekend Duty: Detective sergeants who are on-call when no detective sergeant is on duty (commonly referred to as "weekend duty") shall receive two hours paid time per day at the employee's base hourly rate or, at the employee's option, three (3) hours placed in the employee's Call-Out Bank.

Section 5. Hazard Duty Pay: Members are eligible to receive additional compensation offered to City of Fort Wayne employees for working in hazardous conditions, when applicable.

Article 22 - Special Events

Section 1. Special Events are defined as those activities of regular occurrence that necessitate personnel redeployment for the short duration required to maintain citizen safety at such activities.

Whenever one or more patrol officer(s) is/are bid to a special event, a sergeant shall be bid. A lieutenant shall be bid whenever four (4) sergeants are bid to a special event. For every additional four (4) sergeants, one (1) additional lieutenant shall also be bid. The ratio of officers to sergeants for a special event shall not exceed 6 officers to one sergeant.

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

Section 2. Staffing for Special Events shall be accomplished as follows:

A. Movement within the shift, but not to disrupt normal staffing.

B. By request for volunteers to work during off-duty hours, on days scheduled off, or on any days taken off for reasons other than illness.

C. If the procedures outlined in paragraphs A and B are inadequate to secure sufficient sergeant staffing for the Special Event as determined by the Chief, then department-wide inverse shall be utilized to provide staffing levels established by the Chief. A member shall not be inversed for more than one special event on a calendar day. A member who voluntarily bids for and works a Special Event shall not be subject to inverse seniority for an additional Special Event occurring during that same calendar day.

D. All members of the bargaining unit who are selected by inverse seniority under paragraph (C) may have their hours of work and/or their days off changed for the duration of the Special Event. Such a change is not considered a temporary assignment.

E. Members of the bargaining unit working in the Vice and Narcotics Bureau or who are designated as Crime Scene technicians are exempt from inclusion in the inverse seniority selection process.

F. Members of the bargaining unit who work the special event will be paid double time (2.0).

G. Any member of the bargaining unit working a Special Event during a holiday will receive the holiday premium compensation. To be eligible to receive the holiday "day back", a member must work four (4) hours or more for the Special Event ~~and not in an exchange for a PBA member~~. Any member working more than one Special Event on the same holiday shall receive no more than one (1) holiday "day back" for that holiday.

H. Any member of the bargaining unit assigned to a Special Event either by call out or by increase in manpower needed shall receive the Special Event compensation pay for actual hours worked, except for those inversed under paragraph D.

I. To determine the rate of pay for double time (2.0) compensation, the member of the bargaining unit's base salary, shift differential, longevity pay and specialty duty bonuses shall be divided by 2080.

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

K. Bidding to work a Special Event shall be handled in the same manner as bidding to work a holiday, except for Three Rivers Festival which will be done forty-five days prior, when possible, with the bids to be awarded no later than fifteen days prior to the onset of the Three Rivers Festival. If minimum count requires a shift to bid for additional personnel other than Special Events, the off-duty personnel of the same shift and Division must be given the option to bid to work. Personnel working a Special Event shall receive pay at double time. The next option would be the same Division and rank. Once inverse seniority is used to fill open positions, FOPLC members shall be allowed to exchange with any PBA

member who has been inversed to the Special Event and wishes to exchange.

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

M. If a Special Event is cancelled with less than twenty-four (24) hours' notice prior to the scheduled reporting time of the event, members who were scheduled to work the event shall receive two hours pay at the Special Event rate. If a member reports for a Special Event and the event is cancelled, or the member is relieved of the Special Event duty due to no fault of his/her own, the member shall contact the COD for the purpose of reassignment for the balance of the Special Event. If the member is not reassigned, the member shall be compensated for the balance of the Special Event.

N. Celebrity and dignitary visits occur in the City of Fort Wayne for which long term notice is not always available. The Emergency Services Team (EST), Public Safety Response Team (PSRT), and the Explosive Ordinance Disposal Unit (EOD) each have unique training to assist in celebrity and dignitary visits. In the event that a celebrity/dignitary visit occurs during the absence of these units, or additional Officers are needed, and a special detail is required, such an event shall be bid. Assignments shall be bid based on seniority. However, if there is insufficient time to establish a bid, all reasonable efforts shall be made to contact the members of the bargaining unit (*i.e.*, phone contact, mobile messaging, city email accounts and/or city dispatch airing of information). If there are still openings after these reasonable

efforts have been exhausted, a less senior member of the bargaining unit may be selected. Time served on such an assignment shall be paid at double time.

O. Members assigned to special events shall be utilized in a supervisory capacity and shall not be assigned patrol duties except as deemed necessary by the ranking officer in charge of the event due to last-minute or emergency circumstances.

Article 23 - Call-Out Compensation

Section 1. Definitions

A. A call-out is defined as a required immediate response to an emergency situation, warrant service, protective detail, or any other situation deemed necessary by the Chief of Police or his/her designee with notice of forty-eight (48) hours or less.

B. A "holiday" is defined as beginning at 0500 hours the actual day of the holiday and continuing until 0600 hours the day following the holiday.

Section 2. Call-Out Compensation

If called out pursuant to this Article, the member shall receive a bonus of two paid hours for each call-out that both begins and ends outside the member's regularly scheduled shift, one paid hour for each call-out that either begins or ends outside of the member's regularly scheduled shift.

Section 3. Holiday Call-Out Compensation:

If called out pursuant to this Article on a holiday, the member

shall be compensated at the rate of paid double time (2.0) for hours worked during the holiday. If the callout continues into the day following the holiday (as defined above), the member shall be compensated at the rate of paid time and one half (1.5) for time worked on the day following the holiday, unless it is his/her normally scheduled time of work. Any member of the bargaining unit working a call-out that exceeds 4 hours during a holiday shall receive that holiday back.

Section 4. Mandatory Response On-Call Compensation

A. Each supervisor (Sergeant or Lieutenant) who is mandated to respond to a homicide team page, as homicide team supervisors, or as a crime scene supervisor, or Public Information Officer, or respond to a fatal crash page, as a fatal traffic crash investigation supervisor or team member filling in as team supervisor for the week shall receive one (1) day (regularly assigned shift) of compensation in their On-Call time bank after each week that they complete their primary on-call status.

B. The call-out bonus for a member mandated to respond to an ASU or EOD page shall be divided between the primary and back-up weeks with one-half (1/2) day for the primary week and one-half (1/2) day for the back-up week.

C. A member mandated to respond to a fatal crash page, not as the team supervisor, shall receive one-half (1/2) day for his/her primary week.

D. At the start of each new year, members on the specialty teams listed below will receive on-call time according to the schedule below:

i. EST 4 Days

ii. CRT 4 Days

iii. ASU(If section 4B is not applicable.) 4 Days

iv. PIO 2 Days

v. EOD (If section 4B is not applicable.) 2 Days ~~2 Days~~

vi. EOD K9 2 Days

vii. Shooting/Use of force team 2 days

viii. PSRT: 1 day per call-out which lasts longer than 4 hours. Members may only receive one (1) day back for each twenty-four (24) hours of the call-out.

E. This added time will be in accordance with the member's regularly assigned shift (8 hours or 8.5 hours). This is done in the good-faith belief that each member will respond to call-outs and will have a minimum attendance rate of sixty percent (60%) or higher. If the year ends and the team member does not have a minimum attendance rate of 60%, he/she forfeits his/her above scheduled days of on-call time the following year. Members who are injured or ill for prolonged periods of time may be excluded from the 60% attendance requirement if there was not an opportunity for them to achieve a 60% attendance rate.

F. Members who receive this mandatory on-call compensation must use all hours earned in the calendar year, prior to the Non-FLSA paydown of the subsequent year. If any hours earned under the terms of this agreement are not used prior to the Non-FLSA paydown of the subsequent year, those hours will be forfeited by the supervisor. Any hours earned during the current calendar year, but prior to said Non-FLSA paydown, shall not be subject to forfeiture until the subsequent year's Non-FLSA paydown occurs.

G. Team Commander Compensation: One (1) bargaining unit member designated as the Team Commander for each of the following specialty teams shall receive one (1) day of on-call time at the start of each calendar year:

i. Emergency Services Team (EST)

ii. Crisis Response Team (CRT)

iii. Air Support Unit (ASU)

iv. Public Information Officer (PIO) Team

v. Explosive Ordnance Disposal (EOD) Team

vi. Public Safety Response Team (PSRT)

vii. Honor Guard

viii. Pipe and Drum

ix. Peer Support

x. Any additional specialty team officially established or designated by the Chief of Police.

Only one (1) member per listed or subsequently established specialty team shall be eligible to receive the Team Commander compensation provided under this subsection.

This compensation shall be in addition to any other on-call compensation provided under this Section and shall apply regardless of whether the specialty team is otherwise specifically identified in this Section.

A bargaining unit member shall not be eligible for the Team Commander compensation provided under this subsection when the member's regular full-time assignment consists primarily of performing the same duties, functions, or responsibilities for which the member is designated as Team Commander.

Article 24 - Hire Backs

Section 1. In the best interests of the City, and the community, as well as the safety of employees, the City will maintain a sufficient number of supervisors within the police department as well as a minimum staffing level for work shifts/sections. In order to achieve this goal, it shall be necessary from time to time, to "hire back" supervisor(s) in order to satisfy any minimum count level established for work shifts/sections.

Section 2. Whenever the minimum staffing level within the uniform patrol section falls below the required minimum level, the City shall be required to hire back a sufficient number of supervisor(s) necessary to bring the staffing level up to the minimum count. The hire backs will start when the level falls below the established minimum count.

A. The minimum count for sergeants in the uniform division shall be four. If no lieutenant is working, a hire back shall be initiated and awarded to the senior lieutenant. If there is no lieutenant working then the senior sergeant shall be assigned the duties of COD and compensated per the contract provided there are at least five (5) sergeants working. If no lieutenant is working and there are four (4) sergeants working to cover the quadrant minimums then a hire back shall be initiated to cover the COD position. The senior sergeant bidding will be awarded the bid to work the shift. The senior sergeant then working the shift shall become the COD. Preference will be given to uniform division members.

B. The minimum count for each quadrant shall be one uniform division sergeant. If the shift should fall below this count then the City shall initiate a hire back to satisfy the quadrant counts. Preference will be given to primary assigned division members.

C. The minimum counts for holidays shall be as follows: For the purposes of bidding the holiday there will need to be four (4) sergeant bids. This shall be awarded to the senior uniform division sergeants that bid the holiday. If an awarded member is not able to work the holiday due to illness, funeral leave, child birth, etc, the COD will exhaust the list of denied on-shift sergeants and lieutenants, in order of seniority, prior to issuing a hire back request.

Section 3. The City shall be required to start seeking the necessary manpower to satisfy the provisions of this article as soon as it is evident that supervisor(s) will have to be hired back. A partial-shift hire-back shall be awarded only when a lieutenant is absent for less than a full shift.

Section 4. If the staffing level shall fall below the minimum count in the uniform divisions on a given patrol shift, staffing back to the minimum shall be filled by seniority. This shall be done by a posted bid(s), department wide, with preference being given to uniform division members if the shortages are known at least twenty-four hours prior to the need for a hire back. If the shortage is of short-term notice, less than twenty-four hours, announcements shall be made by the use of police radio channels, as well as by the in-car messaging system, the phone paging system, and the bid will be awarded on a first come, first serve basis. Once the shift has begun, the COD position will not change unless the position becomes vacant. In the event that a hire back(s) has been awarded and another hire back, for the same shift, becomes necessary, the remaining supervisors that were denied the hire back will be contacted in list order. Hire backs greater than twenty-four hours' notice will be listed by seniority. Hire backs less than twenty-four hours' notice will be in order received. One attempt shall be made to contact the unawarded supervisor in the

list order, utilizing their phone number listed in FLSA. If the unawarded supervisor is not able to be contacted or no longer wishes to work the hire back, the COD will continue down the list until the hire back is filled utilizing the same procedure until the list of supervisors is exhausted. If the hire back is not filled after exhausting the list, the hire back will be posted again.

The hire back procedure will not go into effect once the shift has started, unless authorized by the Duty Chief. Inverse seniority will not be used to fill the vacancy, except for a holiday bid.

Section 5. Employees hired back to satisfy the minimum requirements of this article shall be paid at a rate of time and one-half (1.5) their normal rate of pay.

Section 6. Downtown (David) Division

Upon the establishment of the Downtown (David) Division as a standalone division with three (3) Sergeants assigned to each shift, all Sergeant minimum staffing levels, staffing counts, and Sergeant bid requirements set forth in this Article shall increase by one (1) Sergeant from the number otherwise specified, notwithstanding any specific Sergeant staffing number set forth elsewhere in this Article.

For purposes of this Article, the terms "quadrant" and "geographic division" shall be used interchangeably. References to quadrants shall include the geographic divisions within the Operations Division, including the Downtown (David) Division upon its establishment as a standalone division.

ARTICLE 25 - CHAIN OF COMMAND

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

Commander of the Day ("COD") is defined as the senior sergeant on a shift or division being placed in charge of said shift or division in the absence of a Captain and/or Lieutenant. The position of COD shall not be deferred by the senior Sergeant in the absence of a Captain and/or Lieutenant.

Employees who are designated as the COD shall receive a maximum of two hours paid time per shift per day or one hour paid time if assigned as COD for four hours or less.

In the event that two Sergeants share the COD responsibilities, paid time shall be distributed one hour per Sergeant. A maximum of two hours per shift per day only will be awarded to the position of COD.

ARTICLE 26 - SICK LEAVE/DISABILITY

Members of the bargaining unit shall be entitled to paid sick leave as needed, subject to the Fort Wayne Police Department Rules and Regulations. Furthermore, the Chief shall have the authority to initiate a disability application on behalf of any Employee after 270 calendar days after the first day of paid sick leave based on an Employee's last injury or illness, which in the opinion of the Chief, based upon a report from a licensed physician, makes it unlikely that the member will return to full-time, uninterrupted active duty. If the Employee disagrees with the Chief's opinion and can provide a report from a licensed physician disputing the

Chief's opinion, the dispute shall be subject to the grievance and arbitration procedure provided for herein. For purposes of IC 36-8-5-2 (g), an Employee shall be deemed to have exhausted his/her sick leave one calendar year after the first day of paid sick leave for the last injury or illness.

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

Members who are currently on sick leave, or light duty, may bid to work a holiday, special event or hire-back, but if they are not released to full duty by the date that the event is awarded (fifteen days prior), then they will not be eligible for the event. The bid shall be voided and awarded to the next senior member who bid the event.

ARTICLE 27 - ON-THE-JOB INJURY OR JOB-RELATED ILLNESS

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

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

ARTICLE 28 - ADDITIONAL WORK/OVERTIME COMPENSATION

Section 1. FLSA Overtime Compensation: Employees shall be paid one and one-half (1.5) times the employee's FLSA Rate for all FLSA overtime hours.

Section 2. Non-FLSA Compensation: Officers who have in excess of 400 Non-FLSA hours at the end of the calendar year, to include all carryover time from the previous year, shall be paid down on or before January 31st of the following year, to the scheduled limit. Officers shall be paid at their current rank, but at the previous year's hourly rate. Hours to be paid shall be submitted to the Chief's Office by January 15th of the year to be paid.

ARTICLE 29 - FMLA LEAVE

A member may be granted leave pursuant to the Family Medical Leave Act. See www.dol.gov/whd/fmla.

ARTICLE 30 - DEATH OF AN EMPLOYEE

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

ARTICLE 31 - HOSPITALIZATION/MEDICAL BENEFITS

The City agrees that the group health insurance benefits available through the City's basic self-insured health benefits program shall be available to members at the rate charged non-union employees of the City. Members may choose other plans made available to other City employees at the cost charged to other City employees for any such plan.

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

ARTICLE 32 - RETIRED OFFICERS' INSURANCE

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

Anyone retired on disability pension shall immediately be given credit as though they had served twenty years.

The surviving spouse and dependent children of a member of the bargaining unit who dies while actively employed shall be provided health insurance at no cost to them. The insurance plan shall be the lowest deductible plan. This coverage shall remain in effect until the spouse is eligible for Medicare, or in the case of children, until the age of twenty-six.

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

ARTICLE 33 - LIFE INSURANCE

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

ARTICLE 34 - SHIFT DIFFERENTIAL

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

ARTICLE 35 - INVESTIGATIVE BONUS

All Sergeants and Lieutenants assigned to the Investigative Division, Vice & Narcotics Bureau, shall receive a premium of $650.00 per year. All premiums shall be added to the regular earnings for each pay period. Only those officers so assigned shall be so paid and for only such time as they continue to be so assigned.

ARTICLE 36 - SPECIAL DUTY PAY

(a) Homicide Team/Crime Scene Supervisors	$750/year
(b) Emergency Services Team	$750/year
(c) Bomb Squad	$750/year
(d) Crisis Response Team	$750/year
(e) Fatal Traffic	$750/year

(f) K-9 Supervisor/Handler	$750/year
(g) Public Safety Response Team	$750/year
(h) Air Support Unit	$750/year
(i) PIO	$750/year
(j) Hit/Skip	$750/year

Additionally, the K-9 Supervisor/Handler will receive eight hours of paid time per pay period at the K-9 Supervisor/Handler's normal hourly rate or straight time.
(Special duty pay will be pro-rated if the officer works less than full year in a particular category.)

ARTICLE 37 - LONGEVITY PREMIUM

Members of the bargaining unit shall be paid an annual longevity premium. The premium will be paid each year on the anniversary date of the member's appointment as a police officer with the City of Fort Wayne, based upon years of service. The amount paid to members will be their previous year's longevity premium plus $500.00. Premiums for all members will continue to increase at the rate of $500.00 per year until the maximum premium rate has been reached. Once a member has reached 20 years of service with the Fort Wayne Police Department, he /she shall be paid the maximum premium payment each year. The maximum longevity premium amount shall be $10,000.00.

ARTICLE 38 - PERF CONTRIBUTION

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

ARTICLE 39 - UNIFORM ALLOWANCE

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

ARTICLE 40 - EDUCATIONAL INCENTIVE/MILITARY INCENTIVE

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

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

2. Any member who is currently serving in the U.S. Reserves or National Guard; or is a veteran who has received a discharge (other than a Dishonorable Discharge), shall be paid an annual incentive of $450.

3. Any member having a Bachelor's Degree shall be paid an annual incentive of $900.

4. Any member having a Master's Degree shall be paid an annual incentive of $1,400.

5. Any member having a Doctorate/PhD shall be paid an annual incentive of $1,900.

A member may qualify for only one educational incentive per year. Members may receive a military incentive or an educational incentive, but not both. The educational/military incentive shall be paid in equal quarterly installments in the months of March, June, September, and December of the appropriate year.

ARTICLE 41 - SALARY SCHEDULE

Effective January 1, 2027, the salary of each member shall be increased by three percent (3%).

Effective January 1, 2028, the salary of each member shall be increased by three percent (3%). ~~Beginning January 1, 2026, the salary of a member shall be increased by 3%.~~

ARTICLE 42 - DISCRIMINATION

Section 1. The City will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or activity on behalf of, F.O.P. Labor Council. The City will not discriminate in respect to hire, tenure of employment, or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, F.O.P. Labor Council, nor will it discourage or attempt to discourage membership in F.O.P. Labor Council or attempt to encourage membership in another Union.

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

Section 3. The City further agrees that any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963,

Executive Order 11246 as amended by 11375, and the Age Discrimination in Employment Act of 1979, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement. Nothing in this agreement between the City of Fort Wayne and F.O.P. Labor Council shall be construed to require the City to violate the Americans with Disabilities Act.

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

ARTICLE 43 - DURATION AND CHANGE

This Agreement shall become effective at 0001 hours on January 1, 2027~~6~~ and shall remain in full force and effect through December 31, 2028~~6~~. This agreement shall remain in full force and effect until a subsequent agreement is negotiated, and accepted by the membership. But, in no case shall it be in effect more than twelve (12) months beyond its expiration date.

The City and the F.O.P. Labor Council agree, upon notification by either party, to commence collective bargaining agreement negotiations no later than May of the year of the expiration of the Agreement. Such notification shall be made by Certified Mail, return receipt requested.

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

ARTICLE 44 - SAVINGS CLAUSE

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent and final jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion involved and shall not invalidate the remaining portions of this Agreement.

In witness thereof, the parties have caused this Agreement to be executed by their respective officers and representatives there unto duly authorized this _____ day of _____, 2026~~5~~.

FOR THE CITY:

_____

Sharon Tucker,
Mayor, City of Fort Wayne

_____

~~Scott A. Caudill~~Paul J. Smith,
~~McKinney~~Daniel Hartman,
Chief of Police

_____

Malak Heiny,
City Attorney

FOR THE F.O.P. LABOR COUNCIL:

_____

John Nichter,
President, FOPLC

_____

_____ ~~Mitchell~~

Vice President, FOPLC

_____

Christopher Faherty,
Sergeant at Arms, FOPLC

_____

~~Christopher Brautzsch~~Troy Jester,
_____Secretary,
FOPLC