BILL NO. S-26-11-05

SPECIAL ORDINANCE NO. S-

AN ORDINANCE OF THE COMMON COUNCIL RATIFYING A COLLECTIVE BARGAINING AGREEMENT FOR POLICE OFFICERS REPRESENTED BY THE FORT WAYNE PATROLMEN'S BENEVOLENT ASSOCIATION, INC. FOR THE YEARS 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 Fort Wayne Patrolmen's Benevolent Association, Inc. has been arrived at pursuant to agreements reached by and between the City and the Fort Wayne Patrolmen's Benevolent Association, 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 Fort Wayne Patrolmen's Benevolent Association, 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 year 2027-2028 for employees represented by the Fort Wayne

Patrolmen's Benevolent Association, 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 approvals by the Mayor.

_____
Council Member

APPROVED AS FORM AND LEGALITY

_____
Malak Heiny, City Attorney

COLLECTIVE BARGAINING AGREEMENT

2027 - 2028

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PREAMBLE

This Agreement is made and entered into this 1st day of January, 2027, by and between the City of Fort Wayne, Indiana ("Employer" and/or "City") and the Fort Wayne Patrolmen's Benevolent Association, Inc. (the "Union") (collectively referred to as the "Parties") and under the authority of Special Ordinance No. S-156-78 (the "Police Officers and Firefighters Arbitration Ordinance"), currently codified in Sections 20-117/20-129.

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

WITNESSETH

It is agreed by and between the Parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the Parties hereto with respect to hours of employment, fringe benefits, and working conditions for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the term of this Agreement on any bargainable issues or subjects, unless mutually agreed to by the City and the Union, except as may be herein specifically provided. Changes in the working Agreement may be made at any time, by agreement between the parties, provided, however, that all changes are in writing. If changes involve compensation, Common Council approval shall also be required.

Article 1 – Glossary.

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

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

Day: One working shift which includes an eight (8), eight and one-half (8.5), or ten (10) hour shift dependent upon assignment.

Department Wide Inversing: Except as outlined in the terms of this Agreement, any officer, in any division, shall be subject to inverse by seniority not exclusive of days off. Officers serving in undercover capacity are exempt.

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

Employee: A full-time commissioned police officer below the rank of Sergeant employed by the Fort Wayne Police Department. Also referred to herein as Officer.

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

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

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

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

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

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

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

Shift: A scheduled period of work or duty.

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

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

Article 2 – Purpose.

Section 1. The purpose of this Agreement is to provide a procedure for orderly collective bargaining between the Parties; to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning hours of employment, fringe benefits, and working conditions; and, to establish a basis for the cooperative solution of problems by responsible parties to the end that a spirit of peace and cooperation be maintained.

Section 2. This Agreement provides coverage for Employees. They have the right to bargain collectively with the Employer and to be represented by a labor organization, currently the Union, as selected by the majority of the Employees with respect to Factors.

Article 3 – Recognition.

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

Article 4 – Bargaining Unit.

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

Article 5 – Coverage.

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

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

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

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

Article 6 – Personnel Policy. The Employer's Personnel Policy shall govern in matters not specifically addressed in this Agreement.

Article 7 – Police Officer's Bill of Rights.

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

For purposes of this Article, the term "police officer" includes Fort Wayne City police officers on full-time active duty within the bargaining unit as defined in this Agreement.

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

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

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

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

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

A. The questioning shall be conducted at a reasonable hour, preferably at a time when the Employee is on duty or during normal working hours for the Employee, unless the seriousness of the investigation requires otherwise. The questioning shall be completed within a reasonable time

after the occurrence of the event giving rise to the investigation. Time shall be provided for personal necessities, meals, telephone calls, and rest periods.

B. The Employee under investigation shall be informed of the nature of the investigation or whether he/she is a witness or the object of the investigation, and of any charges against him/her, at least two calendar days prior to such questioning, unless evidence establishing probable cause that a felony has been committed demands an immediate investigation. All questions directed to the Employee under investigation shall be asked by and through no more than two (2) questioners.

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

D. The Employee under investigation shall not be subject to offensive language or threatened in any manner whatsoever. The Employee under investigation shall not be subjected to visits by the press or news media without his/her express consent. The City will release information as outlined in Indiana Code § 5-14-3-4(b)(8) which requires, upon a request for information, the release of an Employee's "name, compensation, job title, business address, business telephone number, job description, education and training background, previous work experience, or dates of first and last employment of present or former officers or employees of the agency."

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

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

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

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

1. Ascertain the charges against the Employee before the interview starts;

2. Offer mitigating circumstances and investigatory leads;

3. Question the Employee at the conclusion of the interview;

4. Consult with the Employee during the interview;

5. Object to inappropriate questions.

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

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

Section 6. If an Employee is ordered into Internal Affairs, Office of Professional Standards, or the Police Department, while off duty, to be questioned or interviewed concerning a specific incident or action, said Employee will be compensated for time spent in the interview or questioning, in addition to one (1) hour of travel time.

Section 7. No Employee shall have any written comment adverse to his/her interest entered in his/her personnel file, without the Employee having first read and signed the instrument containing the adverse comment. If an Employee refuses to sign after a review of the written adverse comment, a witness shall thereafter note that such Employee was presented with the opportunity to read and sign such instrument and refused to do so. Nothing in this provision shall apply to notes and records compiled by an investigator during the course of an investigation of an Employee provided, however, that upon completion of the investigation, the Employee shall have access to all notes and records of the investigation.

Section 8. An Employee shall have fifteen (15) working days from notification that an adverse comment exists within which to file a written response to any adverse comment entered in his/her personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

Section 9. Before the questioning of any Employee as a result of a complaint by a citizen, that citizen shall be required to sign a statement clearly stating the allegation, a copy of which shall be provided to the Employee at the time said Employee is directed to report for questioning.

Section 10. No Employee shall be required or requested for purposes of job or other personnel action to disclose any item of his/her property including, but not limited to, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his/her family or household) unless:

A. Such information is obtained under proper legal procedure, or

B. There is probable cause that bribes or other improper inducements may have been given to such Employee, or

C. Such income is public record.

Section 11. No Employee shall be given an unnatural, artificial, or make-work assignment for the purpose of discipline or punishment.

Section 12. No Employee shall be discharged, disciplined, demoted, transferred or denied promotion or reassignment or otherwise discriminated against in regard to his/her employment, or be threatened with any such treatment by reason of his/her lawful exercise of his/her constitutional rights or the rights granted under this Article.

Section 13. An Employee may inspect his/her personnel file and may be accompanied by a designated union representative, which may include an attorney. Any alleged discrepancies shall be brought to the attention of the Personnel Administrator for adjustment. If the matter is still unresolved, it shall be subject to the grievance procedure.

Section 14. No Employee shall be compelled to submit to a polygraph examination, voice stress analysis or other truth detection device against his/her will, nor shall voice stress analysis or other truth detection devices be unknowingly used during the course of an investigation of an Employee. No disciplinary action or other recrimination shall be taken against an Employee refusing to submit to a polygraph examination, voice stress analysis, or other truth detection devices. No comment or notation shall be entered anywhere in the investigator's notes or anywhere

else that the Employee officer refused to submit to a polygraph examination, voice stress analysis or truth detection device or that voice stress analysis or other detection device was unknowingly used.

Testimony or evidence shall not be admissible at a subsequent hearing, trial or proceeding, judicial or administrative, to the effect that the Employee refused to submit to a polygraph examination, voice stress analysis, or other truth detection device or that voice stress analysis or other truth detection device was unknowingly used.

Section 15. No Employee shall have charges brought before the Board of Public Safety without having been informed of the upcoming charges first, having been offered the opportunity to be interviewed first, and having been afforded all Constitutional rights, and all rights provided by this Article.

Section 16. The Fort Wayne Police Department Drug Testing Policy, as adopted by the Board of Public Safety, shall take precedence over any language within this Agreement.

Article 8 – Protection of Bargaining Unit Work.

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

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

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

Article 9 – Job Elimination – Layoff – Recall.

Section 1. **Job Elimination:** If an Employee's position is eliminated, the Employee will exercise seniority on available, unfilled positions and have immediate bidding rights. If a position that was eliminated is re-established within six months, the Employee who held the position shall be given first opportunity to fill the vacancy.

Should a job close through elimination of the position, the Employee shall be given the opportunity to bump the next junior Employee in the division or section. If there are no junior Employees, said individual shall be placed in the open job, generally identified as B-Shift Uniform. For the purpose of this Article, a section shall relate to K-9, Hit-skip, and Crime Scene positions or any other future specialized unit.

Section 2. **Layoff:** In the event of a layoff of Employees, the order of layoff shall be inversely related to length of service (the last person hired shall be the first person laid off.)

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

Section 3. **Recall:** In the event of a recall to work, the order of return shall be directly related to length of service (the last person laid off shall be the first person returned to work.).

Article 10 – Management Rights.

Section 1. **Recognition of Management:** The Union hereby recognizes the Employer as having the sole rights to direction of the working forces, including, but not limited to, the right to determine the work to be performed by Employees; to employ, promote, demote, transfer, layoff, discipline, suspend or discharge for cause; to assign work and the number of hours to be worked, including overtime work; to increase and decrease the working force; to establish standards and methods; to hire civilians except for patrol and investigative field work; to transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations.

The Employer, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement which limit and restrict these defined Employer rights. Therefore, the Employer agrees that in exercising the rights herein, nothing shall

be construed or applied in any manner which negates, modifies, or supersedes the rights of Employees, or the Union, where such rights are expressly set forth in this Agreement. However, nothing in this Agreement shall be construed to limit the authority of the Chief of Police and the Board of Public Safety to exercise statutory powers to discipline other than the provisions of Article 11, Section 2 and Article 7.

Section 2. **Rules and Regulations:** The Union recognizes that the Employer reserves the rights to establish rules, and/or change existing rules affecting working conditions. All such rules shall be reasonable in content and application. The Union will be furnished a copy of any new or revised rules, policies, or General Orders affecting Employees at least fifteen (15) days in advance of the effective date.

Article 11 – Discrimination.

Section 1. The Employer will not interfere with, restrain or coerce Employees because of membership in, or activity on behalf of, the Union. The Employer will not discriminate with respect to hiring, tenure of employment or any term or condition of employment against any Employee covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another Union.

Section 2. The Employer will not discriminate against any applicant for employment, or any present or future Employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training transfer, layoff, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverage, job classification, classified advertising, recruitment, testing, or any other term, condition, or privilege of employment, because of race, color, religion, sex, national origin or occupationally irrelevant physical handicaps, or the exercising of any rights under the grievance procedure.

Section 3. Any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963, Executive Order 11246 as amended by 11375, and the Age Discrimination in Employment Act of 1979, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement.

Article 12 – Union Security.

Section1. The Employer recognizes the benefit of a professional union representing its Employees.

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

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

Section 4. An Employee may refrain from joining the Union.

Section 5. It is understood and agreed that the Union shall indemnify the Employer from and against any liability, actions, or cause of action that may result with respect to this Article 12.

Article 13 – Dues Deduction.

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

Section 2. Deduction of Union dues shall be made on the first payday of the month in which the authorization was received and monthly thereafter on the first payday of the month. Deductions provided herein shall be remitted to the Treasurer of the Union no later than the twentieth (20^{th}) day of the month in which the deductions were made and shall include all deductions made in that month. The Employer shall furnish, with the deductions remitted, an alphabetized listing of each Employee for whom a deduction is made showing the exact amount of each respective deduction made.

Article 14 – Bargaining Unit Information.

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

Article 15 – Union Representation.

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

Section 2. When negotiating the terms of future collective bargaining agreements, Employer will recognize no more than six (6) committee persons designated by the Union, one of whom shall be designated as Chair of the committee. Negotiations shall be held during normal shift business hours of the Employer. Time spent in meetings set by management for the first fifteen (15) meeting days of negotiations, mediation and arbitration, set by Special Ordinance No. S-156-78, shall be treated as one (1) workday for four (4) Union committee persons. Thereafter, such time spent by these individuals shall be compensated on an hour to hour basis. The Employer will accommodate the Union with respect to time off to participate in negotiation sessions.

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

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

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

Section 5. Designated Union representatives, in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for so serving.

Article 16 – Union President and Time Bank.

Section 1. The President shall continue his/her normally assigned duties with the Department but work fifty percent (50%) per week in his/her bid assignment and fifty percent (50%) per week conducting Union business. The Employer shall donate two thousand five hundred (2,500) hours annually to the Union Time Bank (UTB), to be used at the discretion of the Union and subject to minimum count(s). The Union may carry over seven hundred fifty (750) hours from one calendar year to the next. The maximum hours annually in the UTB shall be three thousand two hundred fifty (3,250). An Employee may donate Non-FLSA earned time to the UTB.

The President, Vice President, Treasurer, and Secretary may use UTB hours, even if minimum count(s) would be impacted, for his/her response to and assistance with critical incidents including the interviews of both involved and witness Employees by representatives of the Detective Bureau, Indiana State Police, and Internal Affairs. Any other uses of UTB hours by the President, Vice President, Treasurer, and Secretary are subject to the same limitations outlined below for Union Board members.

Union Board members conducting or who have conducted Union business may use UTB hours even if minimum count(s) would be impacted so long as the request for such time is made at least fifteen (15) days prior to the date(s) requested off. If a Union Board member needs to use UTB hours within the fifteen (15) day time period of the day off, it shall be subject to minimum count(s).

Section 2. The President shall continue to be compensated as a full-time Fort Wayne Police Officer employed by the City and be afforded all rights and privileges provided to other Employees

as set forth in this Agreement. Once an Employee takes office as the Union President, he/she will continue to receive any shift differential and special duty pay(s) to which he/she was previously entitled. The President may continue to exercise his/her bid rights during his/her tenure as the President.

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

Section 4. The President shall complete the "Flex Schedule Report," and submit it to the appropriate Shift COD so his/her hours of work can be accurately accounted for, and for accuracy of minimum counts. See attachment "Flex Schedule" for a copy of the form.

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

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

Article 17 – Labor Management Committee.

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

Article 18 – Dissemination of Union Information.

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

Article 19 – Union's Right to Address Recruit Classes.

Section 1. The Union shall have the right to address each new recruit class during training. This time shall be established as a regular part of the training schedule and be at least a minimum of two (2) hours.

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

Article 20 – Grievance and Arbitration.

Section 1. **Grievance Defined:** A grievance shall be defined as any dispute arising concerning the interpretation or application of this Agreement or with respect to the circumstances and conditions of employment except as otherwise provided in this Article. Grievances may be submitted, as defined, relating to matters contained in this Agreement. Suspensions, dismissals, and reductions in grade cannot be grieved or arbitrated. Any matters governed by statutory provisions regarding suspensions, reprimands, or dismissals shall not be considered grievances and subject to the grievance procedure herein. When a grievance arises, an earnest effort shall be made to settle such differences promptly in accordance with the Grievance Procedure hereinafter prescribed.

Section 2. **Grievance Limitations:** If more than one (1) Employee has the same grievance, two (2) aggrieved Employees, representing all aggrieved Employees, as selected by the Union shall proceed through Step 1 of the Grievance Procedure, as set forth in this Article. The Parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of Steps 1 and 2 of the Grievance Procedure, as set forth in this Article. A grievance must be filed within thirty (30) calendar days following knowledge of the action which gave rise to the alleged grievance.

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

Step 1. The grievance shall be orally presented by the aggrieved Employee and/or the Employee's shift representative to his/her immediate supervisor. The supervisor must give his/her answer within five (5) working days.

Step 2. If the grievance is unresolved in Step 1, it shall be presented in writing by the aggrieved Employee and shift representative to the aggrieved Employee's immediate supervisor. The Employer must give its written answer within five (5) working days.

Step 3. In the event the grievance is unresolved in Step 2, it shall be forwarded by the Union within five (5) working days to the Chief or his/her designee. Chief or his/her designee, the Union's grievance chairperson and shift representative shall meet within ten (10) working days. To expedite the process, either party may bring additional individuals, including the grievant, to this meeting.

Step 4. If the above procedure is followed and the parties are still unable to settle the dispute, the parties shall submit the issue, within five (5) working days, to a mutually agreed upon local hearing officer, who shall have the authority to resolve the issue.

Step 5. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within fifteen (15) working days following receipt of the local hearing officer's decision, notify the Employer of the Union's intent to arbitrate the dispute.

Step 6. Within five (5) working days, the Employer and the Union shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The Employer and the Union shall split the cost of the first arbitration panel. Either the Union or the Employer can reject one arbitration panel and request a new panel. If a panel is rejected, the party requesting the new panel must pay the cost for the replacement panel. After receipt of the panel of arbitrators, the parties shall meet within five (5) working days, draw lots to determine who shall strike the first name from the list of seven (7) arbitrators, and then continue striking names on an alternate basis. The last remaining name shall be deemed the arbitrator by mutual consent of the parties.

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

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

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

Section 4. **Time Limitations:** All time limits prescribed as set forth in Section 3, Steps 1 through 6, may be extended by mutual agreement of the Parties. Failure of the party charged to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the aggrieved party to process the grievance to the next step within the time limits shall constitute a basis for the party charged to deny the grievance.

Article 21 – Seniority.

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

Section 2. **Probationary Employees:** All new appointees and laterals shall be considered probationary Employees for the probationary period established by the Board of Safety pursuant to I.C. 36-8-4-12. This period is generally understood to be twelve (12) months in length: Six (6) months supervised probation; six (6) months unsupervised probation where the probationary Employee is eligible to exercise bid rights.

No probationary period shall be for less than six months unless the Union consents in writing. Probationary Employees shall be eligible to exercise bid rights commencing in his/her final month of his/her supervised probation. This includes any extension of their field training by the Chief unless mutually agreed upon by the Union and the Employer. This limitation on bidding does not limit the authority of the Chief and the Board of Safety to establish periods of probationary appointments under I.C. 36-8-4-12.

Probationary Employees shall be granted time off for holidays, accrued Non-FLSA time, and accrued personal days under the same provisions as all Bargaining Unit Employees.

If requested, Probationary Employees under investigation or subjected to questioning by his/her commanding officer, Internal Affairs, or any duly assigned employee of the Police Department or the City of Fort Wayne including City legal, which could lead to disciplinary action, demotion, dismissal, transfer or administrative or criminal charges, excepting counseling as part of the field training process or dismissal for failure to meet training standards during his/her probationary period, shall have the right to be represented by counsel and/or any union representative of his/her choice who shall be present at all times during such questioning . The Union recognizes that Probationary Employees are at-will employees of the City of Fort Wayne until he/she moves to First Class pay status.

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

A "lateral transfer" Employee will be moved to First Class pay status at the end of his/her first six (6) months; however, such a move does not terminate the Employee's probationary status.

A "lateral transfer" Employee shall receive credit for his/her years of prior law enforcement experience for purposes of vacation days (as specifically set forth in Article 43) and longevity pay (as specifically set forth in Addendum "A", Section 3).

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

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

B. Is laid off for a period of twelve consecutive months; or

C. Is discharged for just cause.

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

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

Section 6. A "lateral transfer" Employee shall be granted seven (7) vacation days upon his/her hiring and five (5) days at the end of his/her initial six (6) months with the City of Fort

Wayne. He/she will then be granted an annual paid vacation, within the calendar year, in accordance with Section 1 of Article 43.

Article 22 – Job Transfers, Openings and Bid Procedures.

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

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

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

N/W Division:	**N/E Division:**
"A" District = one	"E" District = one
"B" District = one	"F" District = one
"C" District = one	"G" District = one
S/W Division:	**S/E Division:**
"I" District = one	"D" District = one
"J" District = one	"M" District = one
"K" District = one	"N" District = one
"L" District = one	"O" District = one

C. The City and the Union agree that the reduction of union bid cars from two (2) to one (1) in "E" District, "F" District, "G" District, "J" District, "M" District and "N" District shall only be by attrition, and such reduction shall occur after the rescission period has expired for an Employee leaving his/her union bid car. If an Employee rescinds an awarded bid, pursuant to the terms of this Article 22, he/she may return to his/her union bid car.

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

"D" District becomes its own Division, any Employees bid into "D" District as of the creation of the Division shall be grandfathered into their bid position.

E. Any posted openings (including, but not limited to, operations, K-9, Crime Scene Technician, hit-skip) shall first be bid within the respective Division/Unit before being bid Department wide ("Intra-Shift Bid").

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

The City and the Union agree to fill an open detective position in the Crime Suppression unit, which is a subdivision of Property Crimes, as follows: a current detective may be selected from the Property Crimes section by the Crime Suppression supervisor with the approval of Investigative Support Command. If no detective is selected from the Property Crimes section, the open position shall be bid by seniority to the A-shift Detective Bureau.

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

H. A bid granted to an Employee may be rescinded by him/her prior to the posted start date. If an Employee rescinds a bid prior to its posted start date, that bid shall be granted to the next senior Employee. Approximately one (1) month prior to a probationary Employee completing his/her field training duties, bids in the amount up to but not exceeding the number of Employees anticipated to be coming off probationary status shall be open Department wide. This Department wide bidding shall continue until no Employee is left placed to a shift.

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

J. Nothing in this Agreement shall prevent management from creating new job classifications or extending or decreasing existing job classifications, provided each new job

classification covered under this Agreement is posted for bid (where applicable) in accordance with the bidding procedure herein.

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

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

Section 2. **Job Bidding:** Bid Procedure: Intra-Shift Bids, as set forth in this Article 22, shall remain open for five (5) consecutive calendar days. Persons to accept bids will be Division/Unit/Shift Commanders. An Intra-Shift Bid shall be considered awarded upon the effective starting date of the position. If no Employee submits an Intra-Shift Bid as outlined in this Article 22, the bid shall be posted and remain open on the Police Department intranet for five (5) consecutive calendar days for department-wide bids. Persons to accept bids will be the Shift Commanders. Employees must bid in person by signature and shall receive an electronic receipt to show that a bid has been placed. The Employee will retain the original electronic receipt and the shift commander or commander of the day issuing the electronic receipt shall forward the copy along with the bid at the time the bids close to the Chief of Police or his designee.

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

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

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

All Employees shall have the right to three (3) awarded bids during one calendar year.

If two (2) Employees apply for the same opening and they have identical seniority dates, then the system prescribed in "Seniority Defined," based on an alphabetical list, shall prevail.

Section 3. **Bid Award:** An Employee who has been awarded an Intra-Shift Bid under this Article shall have the right within five (5) calendar days from his/her physical start date of the position to decide whether or not to return to his/her previous primary bid, district, and rotation. If no Employee submits an Intra-Shift Bid, an Employee who has been awarded a bid under this Article shall have the right within ten (10) calendar days from his/her physical start of the position to decide whether or not to return to his/her previous primary bid, district, and rotation. The Employer may use temporary assignments for those positions that need to be filled within such time periods set forth above. An Employee may waive his/her right to rescind an awarded bid, as set forth herein, upon written notice to the Employer.

If the bid position requires training and evaluation in order for the Employee to successfully meet the bid requirements, an Employee awarded such a bid shall have fifteen (15) calendar days to decide whether to return to his/her previous primary bid, district, and rotation after completing the specified training and having his/her final evaluation. At the completion of specified training as stated in the job bid, an Employee shall have his/her final evaluation. A fifteen (15) calendar day extension shall be granted either side upon written notice, and both sides' rights will be also extended. If, as a result of such evaluation, the Employer reasonably believes that the Employee is not able to perform satisfactorily or is unable to perform, the Employee will return to his/her former primary/secondary bid/job and will retain all bid rights. The Employee has the right to dispute management's evidence and appeal the decision to the Board of Safety.

An Employee whose Temporary Assignment under Article 28 becomes an Exempt Position (for that same Employee) under Article 29 shall have no window of time within which he/she may rescind the Exempt Position.

Article 23 – K-9 Unit.

Section 1. Openings within the K-9 unit shall be bid within the K-9 unit prior to the opening being bid Department wide.

Section 2. **Prerequisites:** Refer to the Department policy and procedures for the K-9 unit, and the prerequisites for Employees who seek a position in the K-9 unit.

Section 3. **Selection:** Refer to the Department policy and procedures for the K-9 unit, and the basic components in rating an Employee for a position in the K-9 unit.

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

Section 5. At the end of each seven (7) day cycle, the K-9 Employee shall receive four (4) additional hours. The reason for the additional hours will be designated as "K-9 Maintenance and Care." The K-9 maintenance and care time shall be paid based upon the Employee's regular hourly rate.

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

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

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

Article 24 – School Resource Officer Unit.

Section 1. Openings within the SRO unit shall be bid within the SRO unit prior to the opening being bid Department wide.

Section 2. **Prerequisites.** Refer to the Department policy and procedures for the SRO unit, and the prerequisites from Employees who seek a position in the SRO unit.

Section 3. **Selection.** Refer to the Department policy and procedures for the SRO unit, and the basic components in rating an Employee for a position in the SRO unit.

Section 4. **Bidding.** SRO positions will be assigned to the community relations division on A shift and shall be bid each time as a Primary Bid only. SRO positions are unique and shall never be force-filled by inverse seniority, or by Employees not bid into the positions. The successful bidder may be required to meet certain specifications after obtaining the bid, such as successful completion of a field-related school, a time commitment to remain in the job, etc. Such specifications must be submitted to the Union for review; they must be clearly stated in the bid when the bid is posted; and they must be relevant to the posted job. No such position shall be filled if there is a pending grievance challenging the specifications. In accordance with the terms of Article 28, no more than two (2) Employees shall be permitted to serve one hundred sixty (160) days as an SRO while school is in regular session.

Section 5. If at any time during the term of this Agreement, an SRO position is eliminated or abolished, the affected Employee(s) will be returned to the open billet, generally defined as B shift Uniform.

Section 6. SRO Employees are not a part of a shift's daily personnel minimum count. Furthermore, an SRO Employee is not considered into a shift's daily personnel minimum count for a contractually designated holiday regardless of the SRO Employee's shift seniority. An SRO Employee shall be permitted to exchange work with any other Employee who has been assigned to work a holiday due to inverse seniority. However, in that circumstance, the SRO Employee will count toward minimum shift count and concentrate his/her primary area of patrol to a specific district as designated by the shift commander unless dispatched to another area of the City.

Section 7. Unless otherwise agreed to by the Parties, no more than two (2) SRO Employees may continue to concentrate his/her efforts on the needs of Fort Wayne Community Schools during its summer vacation, as that vacation timeframe is published by Fort Wayne Community Schools.

Section 8. Except as provided in Section 7, within seven (7) days of the last day of school for children, as that date is published by Fort Wayne Community Schools, all other SRO Employees shall be assigned to the Operations Division for Uniform Patrol Duties, and they shall be assigned a district car during the SRO Employees normal hours of work.

Section 9. All SRO Employees shall report to their respective school the earlier of either "Transition Day", as that date is published by Fort Wayne Community Schools, or seven (7) days prior to the first day of school for children, as that date is published by Fort Wayne Community Schools.

Section 10. The normal hours of work for an SRO Employee shall be 0700 to 1500 hours on a five (5) days on and two (2) days off, Monday through Friday, at eight hour shifts (8.0 hours).

Article 25 – Hit-Skip Officers.

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

Section 2. There shall be at least two (2) Hit-Skip Employees.

Section 3. Employees shall work a five (5) day on and two (2) day off, Monday through Friday schedule, at eight (8) hours per shift.

Section 4. Due to the investigative nature of the Hit-Skip section, any Employee bid into Hit-Skip shall receive the Detective bonus.

Article 26 – Crime Scene Officers/Technicians.

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

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

Section 3. The normal work week for the Employees bid into the Crime Scene section shall be five (5) days on and two (2) days off. Those Employees assigned to "A" shift shall work the hours of 0800 through 1600. Those Employees assigned to "B" shift shall work the hours of 1600 through 2400. Those five-day Employees assigned to Mid-shift shall work the hours of 1800 through 0200.

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

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

Section 6. The call out team for Crime Scene shall consist of two (2) team members, trainee(s) (when applicable), and one (1) supervisor. The on-call rotation shall be for a two (2) week period. Those Employees on-call to respond to a homicide team page shall receive four (4) hours of time back for their primary on-call week and four (4) hours for their back-up on-call week, which time shall be used consistent with Article 40, Section 2.

Article 27 – Staffing for Special Events.

Special Events are defined as those activities of regular occurrence that necessitate personnel redeployment and cannot be staffed from the use of on-duty personnel causing the count to go below minimum. Special Events do not include activities that are commonly associated with periodic duties that require staffing including, but not limited to, guard duty, directed patrols, warming centers, City Council meetings.

The Chief shall bid any special events at least forty-five (45) days in advance of the event. The list of awarded bids and inversed Employees (if any) for the special event shall be posted no later than fifteen (15) days prior to the event. The Chief shall notify the Union of the identity of, dates of, and necessity for "Special Events" scheduling anticipated for the year, by March 1st of each year, or within fifteen (15) days after the Chief receives notice of the rescheduling of an event if that notice is received after February 18th of that year. Staffing for Special Events shall be accomplished as follows:

A. Movement within the uniform sections shall not disrupt normal staffing. Minimum counts of the uniform personnel will be maintained at levels established by management and may not be increased by more than two during the time period that a Special Event is taking place.

B. By bidding the assignment for work.

C. When celebrity and/or dignitary visits occur, EST and PSRT personnel will be used to staff those events. If additional officers are needed for such event, and there is less than forty-five (45) day notification, the standard overtime bidding shall occur.

D. If the procedures outlined in paragraphs A, B and C are inadequate to secure sufficient staffing for the Special Event as determined by the Chief, then department-wide union inverse seniority shall be utilized to provide staffing levels established by the Chief. Employees working a full shift the day of the event will be excluded from the inverse list as will those Employees on a one time bid vacation.

E. Only Employees working in an undercover capacity are exempt from inclusion in the inverse seniority selection process.

F. Employees who work such events, either by bid or inverse, shall be paid double time.

G. Any Employee working a Special Event during a holiday will receive the holiday premium compensation; however, if there is more than one (1) Special Event on the same holiday, the Employee may not be inversed for both Special Events. To be eligible to receive the holiday "day back", an Employee must work four (4) hours or more for the Special Event. If an Employee bids to work more than one (1) Special Event on the same holiday, the Employee shall only receive one (1) holiday "day back".

H. If an Employee is inversed to work a holiday he/she will not be subject to being inversed that same day for a Special Event even if he/she exchanged work with another Employee.

I. Any Employee assigned to a Special Event by call out shall receive the Special Event compensation pay for actual hours worked as well as the call out pay as detailed in Article 40.

J. To determine the double time rate of pay, the Employee's base salary, shift differential, longevity pay and specialty duty bonuses, shall be divided by 2080.

K. Time off shall be granted during all Special Events above minimum counts.

L. Bidding to work a Special Event shall be awarded by seniority.

M. In an instance where Bicycle certified Patrol officers are used for a portion of a special event's staffing, no more than fifty percent of the staffing shall be bid as such, i.e., if ten Employees are needed for an event, no more than four shall be bid

specifically for Bike Certified Employees according to the policies and procedures of the Fort Wayne Police Department Bicycle Patrol Policy.

N. Any Employee assigned to a Special Event that is required to work beyond his/her normal shift will continue to receive the same compensation that he or she was receiving during his/her shift while working the Special Event, or as provided in Article 38, whichever is greater.

O. If a Special Event is cancelled with less than twenty-four (24) hours' notice prior to the scheduled reporting time of the event, the Employee(s) who were scheduled to work the Special Event shall receive two (2) hours pay at the Special Event rate. If an Employee reports for a Special Event and the event is cancelled, or the Employee is relieved of the Special Event due to no fault of his/her own, the Employee shall contact the COD for the purpose of reassignment for the balance of the Special Event. If the Employee is not reassigned, the Employee shall be compensated for the balance of the Special Event.

Article 28 – Temporary Assignment(s) and Unbid Positions.

The Employer has the right to assign work to its Employees and seniority shall not be construed to restrict the Employer in requiring an Employee in one classification from doing any work temporarily in any other classification. Temporary reassignment of a job classification is any assignment that moves an Employee from his/her bid position, at management's discretion. No more than eight (8) temporary assignments will be used at any one time unless agreed to by the Parties in writing.

An Employee shall be permitted to serve no more than ninety (90) calendar days on temporary assignment within any calendar year. There will be no limit on the number of assignments so long as the total calendar days do not exceed ninety (90) days. Temporary reassignment of a job classification shall not be used to avoid the bid system. However, one Employee shall be permitted to serve one hundred eighty (180) consecutive days or whenever the basic recruit class graduates from the Fort Wayne Police Academy, whichever is the later date, at the Fort Wayne Police Academy for the purposes of instructing a basic recruit class, and no more than two (2) Employees shall be permitted to serve one hundred sixty (160) consecutive days as a School Resource Officer while school is in regular session. This Academy and School Resource

Officer position(s) shall count towards the restriction of eight (8) temporary assignments being used at any one time.

Temporary reassignment of a job classification among uniform personnel for motorized patrol or foot patrol shall be accomplished with primary consideration for coverage of patrol districts and minimum reassignment of on-duty patrol Employees to accomplish coverage. Inverse seniority shall be the determinant factor in assigning desk duty, supply room duty, and any guard duty unless a senior Employee requests such duty. Unbid and/or unassigned Employees placed on a shift will always be first moved, regardless of seniority.

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

Article 29 – Exempt Position(s).

Up to seventy-four (74) Employees of the bargaining unit may be assigned at the discretion of the Chief of Police to exempt positions within the Police Department. The Chief of Police shall have the discretion to determine the number of exempt positions and the number of bid positions within the Fort Wayne Police Department. Exempt bargaining unit employees shall not be assigned to Internal Affairs.

Article 30 – Discipline.

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

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

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

Article 31 – Job Reassignment/Unsatisfactory Performance.

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

Article 32 – Outside/Off-Duty Employment.

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

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

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

Article 33 – Political Activity.

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

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

Article 34 – Hours of Work.

Section 1. Except as hereinafter provided, the normal work week of Employees represented by the Union shall consist of four (4) days on and two (2) days off at eight and one-half hour (8.5 hours) shifts. The uniform Employees assigned within the separate Division's shall be split into three standing shifts designated as A, B, and C. The hours of "A" shift shall be 0600 through 1430,

the hours of "B" shift shall be 1400 through 2230, and the hours of "C" shift shall be 2200 through 0630.

Section 2. The normal work week for "A" shift (days) in the Investigative Division, shall be five (5) days on and two (2) days off, Monday through Friday, at eight hour shifts (8.0 hours). Employees assigned to "A" shift, Investigative, shall work the hours of 0800 through 1600, or at the discretion of the Investigative Commander, Employees may work the hours of 0700 through 1500. Employees assigned to "B" shift (evenings) in the Investigative Division, shall work a four (4) days on and two (2) days off schedule, at eight hours and a half shifts (8.5 hours), and work the hours of 1500 through 2330. The Employees assigned to "C" shift (midnight) shall work a four (4) day on and two (2) day off work week schedule, at eight hours and a half shifts (8.5 hours), and work the hours of 2300 through 0730.

Section 3. Weekend Duty: In the event that Employees whose work week is Monday through Friday, in eight (8) hour shifts, are required to provide coverage for the weekend (Saturday and Sunday). Those Employees shall take one (1) day off in the work week prior to the weekend and one (1) day off in the work week following the weekend at the Employee's discretion, subject to meeting minimum counts.

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

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

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

Section 6. When a problem or specific situation arises, it may be handled by allowing Employees to flex their shift time. This shall be accomplished by allowing Employee to "flex" their hours by no more than two (2) hours either at the start or end of their shift. This shall only be done after the Employee, Supervisor, Shift Commander, Deputy Chief, or Chief has developed a specific plan to address the problem or situation.

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

An Employee may flex their hours in excess of two (2) hours on a voluntary basis and with the approval of Employer.

No make work assignments or assignments set into place only for the purpose to allow Employee(s) to flex time, for school(s); child care, sport games, physical fitness, or the like shall be permitted. Nor shall any assignment be allowed if they would impact shift minimum counts. No shift time(s) shall be flexed unless the Employee(s) involved specifically approves and/or accepts the flexing of their normal shift hours; it is solely the Employee's discretion.

Section 7. An Employee assigned to Department training, including, but not limited to, in-service training, during "A" shift hours immediately following being scheduled to work "C" shift, shall be marked off-duty the last four (4) hours of the assigned shift prior to said training. The Employee 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 35 – Hire Backs.

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

Section 2. Whenever the shift count falls below the posted minimum count, the Employer shall hire back to bring the shift count to the posted minimum count.

If a shift count falls below the posted minimum count, and the full shift hire back is not filled, partial shift hire back will be offered. Partial shift hire backs will be for a minimum of four (4) hours and shall be awarded on a first-come-first serve basis. The Commander of the Day shall have the discretion to post the first four (4) hours, the last four (4) hours, or both depending on the needs of the shift. Employees hired pursuant to this partial shift hire back model shall be paid at the rate outlined in Article 34, Section 5.

The only exemption to a full shift hire back being offered first, will be on C shift, when administrative time is given to Employees who have to attend training in the morning of the same day. In this scenario, the only hire back offered will be for the last four (4) hours of C shift.

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

Section 4. If the staffing level shall fall below the minimum count in the Uniform Division, on a given patrol shift; or for the Detective Bureau, on a given shift; or, for weekend duty in the Detective Bureau, staffing back to minimum shall be filled by seniority. No Employee shall be hired back to a shift from which he/she marked off.

Notice for the hire back shall be done by a posted department wide bid(s) if the shortage is in the Uniform Division, and it is known at least twenty-four (24) hours prior to the need for the hire back. The following procedure will be utilized to fill the hire back(s) in the Uniform Division. Officers bid or assigned to a Uniform Division or Shift will have priority for Uniform Division hirebacks.

1. Operations has a need for X number of hire backs for a specified date.
2. If the hire back is not filled within twenty-four (24) hours of the beginning of the shift needed filled, notification will be sent out for a hire back and it will be filled on a first-come-first-serve basis, Department wide, to include Detectives and exempt uniform officers including Gang and Narcotics.

If notice of the staffing shortage is less than twenty-four (24) hours, announcement(s) shall be made by use of the Uniform Division and Investigative police radio channels, as well as the in car messaging system.

If a staffing shortage occurs for the Detective Bureau, and it is known at least twenty-four (24) hours prior to the need for the hire back, notice for the hire back shall be done by a posted bid to the Detective Bureau. If notice of the shortage is less than twenty-four (24) hours, notification will be sent out to the Detective Bureau for a hire back and it will be filled on a first-come-first-serve basis.

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

Article 36 – Holidays.

Section 1. The following twelve (12) days shall be holidays for Employees:

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

Section 2. For purposes of awarding holiday compensation, those Employees who are scheduled to work on the national day of observance for Martin Luther King and Memorial Day shall receive the holiday pay. All other holidays shall be observed on the actual day of the holiday. Employees on regularly scheduled days off shall not be subject to holiday scheduling. Minimum count for holidays shall be as established by the Police Chief and shall be filled according to seniority. Employees shall bid for work on such holidays, by seniority, during a thirty (30) day period beginning forty-five (45) days prior to the holiday. Bids shall be awarded fifteen (15) days prior to the holiday to those Employees assigned to the shift and who bid the holiday. If spots remain unfilled, the holiday shall then be open to all patrol officers using the hiring back process, with those bids being awarded, by seniority and with preference to those bid or assigned to operations, ten (10) days prior to the holiday. At that time, those Employees who are inversed may exchange up and until five (5) days prior to the holiday, at which time the holiday schedule is locked.

Section 3. For holidays worked, Employees shall receive, in addition to regular salaries, the holiday back and be compensated at the rate of double time. Additional hours worked on a holiday outside of the employee's regularly scheduled shift shall be compensated at the rate of paid double time for any such additional time worked to the next quarter hour.

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

Section 5. If a holiday falls on an Employee's regular day off, the Employee will receive another day off.

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

Section 7. The holiday, for holiday purposes, is defined as the time period from 0600 on the day of the holiday, until 0630 the day after the holiday. Employees starting a shift at 0600 the day after the holiday will not receive holiday pay for the 0600 – 0630 time.

Section 8. Only Employees bid or assigned to work the holiday, and those Employees paged out, or otherwise requested to come into work shall receive "Holiday Pay". Employees may, if they choose, attend schools, training, conferences, etc. on the holiday, but he/she will not receive "Holiday Pay". He/she will receive normal pay, subject to FLSA rules, and will keep the holiday if his/her training lasts more than four (4) hours. If an Employee is training on a holiday, and the training is funded by a grant, the Employee may receive, in addition to regular salaries, the holiday back and he/she may be compensated at the rate of double time if the grant pays for the double time compensation.

Article 37 – Minimum Staffing.

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

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

Section 3. On the day after Thanksgiving, the minimum count for five-two and four-three Employees shall be one-half (1/2) the normal minimum count for all sections involved. Minimum staffing levels for both shifts and quadrants will be provided the Union on May 1 and October 1 of each year. The October 1 minimums may show some fluctuating minimum counts for the winter months.

Section 4. An Employee who serves in the National Guard or United States Reserve over fifteen (15) days shall not count towards or negatively impact the shift count in their Division, Section, or Working unit.

Section 5. Quadrant manpower issues shall trigger an Employee being temporarily "floated". If "floating" is necessary, the COD shall float the Employee with the lowest seniority

from a quadrant that is over minimum count. The Department shall not "float" an Employee out of his/her assigned District and then "float" another Employee to fill his/her spot. No other means to determine "float" status shall be used. Employees occupying a Union bid car shall not be required to float. Employees not bid to the shift shall be required to float before Employees who are bid to the shift regardless of seniority.

Section 6. Quadrant and district minimums shall be established by Management.

Article 38 – Exchange of Work Time.

Section 1. All officers shall be allowed to exchange work time with other officers the same like work, i.e. uniform personnel/investigative personnel, for any day up to 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 Employee inversed on a holiday may exchange with an Employee who is on a regularly scheduled day off. To exchange work, an Exchange of Work Time form must either be signed by both Employees or submitted electronically, and approved by the appropriate shift commander. The Employee 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. All work exchanges must be submitted to the COD twenty-four (24) hours prior to the start of the exchanged shift. 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 Employees. The Employee agreeing to work the designated shift will be held accountable and subject to all disciplinary actions by Employer.

Two (2) times a year, an Employee will be allowed to submit an "Exchange of Work Time" form inside of the twenty-four (24) hour window. These are for emergency situations that arise that do not allow the Employee to submit the form per the regular time restrictions. After the two (2) emergency "Exchange of Work Time" requests are used by the Employee, normal time limitations will be used.

Section 4. When Employees submit an "Exchange of Work Time" to their command for approval, the two (2) dates for the exchange must be within thirty (30) days of each other.

Article 39 – Additional Work/Overtime Compensation.

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

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

A. For Employees on a four-two schedule (eight and one-half (8.5) hours per shift), a work period of seven (7) consecutive days beginning each A-Shift on Sunday is hereby established. For such Employees, FLSA overtime compensation shall be earned at the rate of one and one-half hours for each hour worked over forty-two and one-half (42.5) hours during a single work period, calculated to the next quarter hour.

B. For Employees on a four-three schedule (ten (10) hours per shift), a work period of seven (7) consecutive days beginning each A-Shift on Sunday is hereby established. For such Employees, FLSA overtime compensation shall be earned at the rate of one and one-half hours for each hour worked over forty (40) hours during a single work period.

C. For Employees on a five-two schedule (eight (8) hours per shift), a work period of seven (7) consecutive days beginning each A-Shift on Sunday is hereby established. For such Employees, FLSA overtime compensation shall be earned at the rate of one and one-half hours for each hour worked over forty (40) hours during a single work period, calculated to the next quarter hour.

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

FLSA or Non-FLSA time may be taken one (1) hour at a time provided the minimum number of personnel on the shift is maintained.

Section 3. If a member of the bargaining unit on C shift, or any other member directed by command, is required to bring his/her police vehicle in for repair outside of normal working hours,

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

Article 40 – Call-Out Bonus.

Section 1. Under this Article, a call-out is defined as an 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.

Section 2. If called out pursuant to Article 40, Section 1, Employees shall receive a bonus of two (2) paid hours for each call-out that both begins and ends outside the Employee's shift, or a bonus of one (1) paid hour for each call-out that either begins or ends outside the Employee's shift. There must be one (1) hour separating call-outs. Employees shall receive, at the minimum, one (1) paid hour for additional call-outs that occur during the one (1) hour separation. If the Employee is called out for four (4) or more hours on a holiday described in Article 36, Section 1, he/she shall receive the holiday back and be compensated at the applicable holiday rate.

Section 3. The eight (8) hour call-out bonus day for homicide and Air Support shall be divided between the primary and back-up weeks with four (4) hours for primary week and four (4) hours for back-up week. An Employee working a four (4) and two (2) schedule with eight and one-half hour (8.5) shifts shall receive an eight and one-half (8.5) hour call-out bonus for completing his/her primary and back-up call weeks. This eight and one-half (8.5) hour call-out bonus day shall be divided between the primary and back-up weeks with four and one-quarter (4.25) hours for primary week and four and one-quarter (4.25) hours for back-up week. The eight (8) hour call-out bonus day for Crime Scene shall be divided between his/her two (2) week on-call status with four (4) hours for the first week and four (4) hours for the second week.

The Parties further agree that members of the Fatal Crash Investigation Team shall receive a four (4) hour call-out bonus day for his/her primary week. An Employee working a four (4) and two (2) schedule with eight and one-half (8.5) hour shifts shall receive a four and one-quarter

(4.25) hour call-out bonus for completing his/her primary week.

Section 4. At the start of each new year, active specialty team members will receive on-call time according to the schedule below:

EST	4 days
CRT	4 days
EOD	2 days
PIO	2 days

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

This added time will be in accordance with the team member's regularly assigned shift (8 hours or 8.5 hours). This is done in the good-faith belief that each team 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 sixty percent (60%), he/she forfeits his/her above scheduled days of on-call time the following year. Team members who are injured or ill for prolonged periods of time may be excluded from the sixty percent (60%) attendance requirement if there was not an opportunity for them to achieve a sixty percent (60%) attendance rate. Team members who receive this mandatory on-call compensation must all hours earned, in the given calendar year, prior the Non-FLSA paydown of the subsequent year. If any hours earned under the terms of this Section 4 are not used prior to the Non-FLSA paydown of the subsequent year, those hours will be forfeited by the team member. 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.

Article 41 – Court Time Compensation / Pre-Trial Compensation.

Section 1. Employees who are required to attend Court or Pre-Trial Conferences in Allen County, Indiana during hours outside of his/her on-duty hours shall be compensated in the following manner: Officers shall receive a minimum of one (1) hour for time spent in Court or Pre-Trial, even if the actual time is less than one (1) hour. This shall be paid on a per appearance basis and not per subpoena. All Court time and Pre-Trial 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 (1/4) hour.

Section 2. Employees who are required to attend Court or Pre-Trial Conferences outside of Allen County, Indiana during hours outside of his/her on-duty hours shall be compensated as set forth in Section 1 above but he/she will also receive pay for the time spent traveling to and from the appearance at a rate of one and one-half (1.5) his/her normal rate of pay.

Article 42 – Training Bonus.

Section 1. While engaged in training, a training officer or alternate or other as defined below shall receive two (2) hours of pay for each day of training.

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

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

Section 4. No Critical Intervention Team (C.I.T.) bonus shall be paid by Employer upon fifty percent (50%) of bargaining unit Employees completing the forty (40) hour certified training course.

Article 43 – Vacations.

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

Years of Service to Be Completed During Calendar Year	Vacation Days Per Year
0 - 6 months probationary period	None
6 months thru 1 year	7 days
1 year thru 3 years	12 days
4 years thru 5 years	18 days
6 years	19 days
7 years	20 days

8 years	21 days
9 years	22 days
10 years	23 days
11 years	24 days
12 years	25 days
13 years	26 days
14 years	27 days
15 years	28 days
16 years	29 days
17 years	30 days
18 years	31 days
19 years	32 days
20 years	34 days

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

Section 3. During January of each calendar year, Employees may make two (2) individual requests from four (4) to fifteen (15) days for those on a five-two rotation and two (2) to sixteen (16) days for those on a four-two rotation. The days taken must be consecutive vacation days taken during the calendar year ("Preferential Bid"). Should two (2) Employees submit requests for the same consecutive vacation days, the request submitted by the most senior Employee shall be honored. Requests submitted pursuant to this Section shall be awarded as follows: all primary bids shall be awarded pursuant to seniority; and, subsequent to the awarding of all primary bids, secondary bids shall be awarded by seniority. If an Employee's primary and secondary bids are denied, said Employee shall have the right to submit one (1) additional primary bid to be awarded pursuant to minimum count. The Employee shall be required to submit such bid within fourteen (14) days of the denial of his/her first two (2) bids. Once approved, such request shall continue to be honored regardless of transfer, and may not be changed or rescinded without the written permission of the Chief of Police or his/her representative.

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

B. After fifteen (15) days, vacations shall be granted on a first come-first served basis. Vacation requests of two (2) or more days shall be granted for the entire block of time requested.

Section 4. Employees shall be permitted to use vacation, personal days, or holidays (where applicable) during a year without advance notice, provided the Employee's supervisor is notified before the Employee is scheduled to report for work, and the minimum number of personnel on the shift is maintained. Vacation days may be taken one (1) hour at a time, provided the minimum number of personnel on the shift is maintained.

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

Article 44 – Personal Days.

Section 1. Employees shall be entitled to ten (10) personal days per year to use at their discretion, subject to minimum count. Personal time may be taken one hour at a time.

Article 45 – Bereavement Leave.

Bereavement leave shall be granted as follows:

A. Eight days, exclusive of days off, in the event of the death of the following family members: parent, step-parent, spouse, child, and stepchild.
B. Five days, exclusive of days off, in the event of the death of a member's immediate family: great grandparent, step-great grandparent, grandparent, step-grandparent, spouse's parent, spouse's step-parent, brother, sister, step-brother/sister, half-brother/sister, son/daughter-in-law, grandchild and step-grandchildren.
C. Three days, exclusive of days off, in the event of the death of an aunt, uncle, spouse's aunt, spouse's uncle, niece, nephew, spouse's niece, spouse's nephew, brother-in-law, sister-in-law, or spouse's grandparent.
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 as either vacation or personal days, not subject to minimum counts, for up to five (5) days.

E. In the event an Employee requests additional days, up to four, or days to complete a work rotation off he/she shall be granted such time, not subject to minimum count, when the Employee has sufficient unused personal days, vacation days, or FLSA/Non-FLSA hours to take such days.

F. Bereavement leave will begin no later than the day of the viewing/memorial/celebration of life of the family member. Documentation of the death must be provided by the Employee upon the request of the Employer. The bereavement days outlined in this Article 45 must be taken consecutively by the Employee.

Article 46 – Family Medical Leave and Paid Parental Leave.

Section 1. Family medical leave will be in accordance with the Family Medical Leave Act of 1993, as amended, and the regulations promulgated thereunder (www.dol.gov/whd/fmla).

Section 2. Employees shall be entitled to Parental Leave as outlined in Special Ordinance No. S-94-18. Irrespective of an Employee's work schedule, each Employee shall receive fifteen (15) days of parental leave.

Article 47 – 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 who are absent because of service in the National Guard or United States Reserve of over fifteen (15) consecutive days shall not count or negatively impact the shift count in their Division, Section, or Working unit.

Section 6. Employees may use their annual allotted military days, vacation days, personal days, or FLSA and Non-FLSA time to meet their military obligation(s).

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

Article 48 – Earned Time Carryover.

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

Employees who have in excess of four hundred (400) hours of Non-FLSA hours at the end of the calendar year, to include all carried over time from the previous year, shall be paid down to the four hundred (400) hours by February 28th of the following year. Employees shall be paid at their current rank, but at the previous year's hourly rate. Earned time and the use of same shall be subject to applicable Federal and State laws.

Article 49 – Transfer of Non-FLSA Time.

An officer 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 Employee. 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.

Article 50 – Sick Leave/Disability/Cost of Care for Injury or Illness Contracted in Performance of Duty.

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

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

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

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

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

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

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

Article 51 – Life Insurance/Death of an Employee.

Section 1. The Employer shall provide life insurance for all active Employees with a face value equal to the Employee's annual salary. The life insurance shall include a quadruple indemnity provision; i.e., payment of four (4) years' salary, for accidental death, whether on or off duty. For purposes of this Article, annual salary shall mean the Employee's base wage plus longevity for the year of death. This benefit is not available to retired Employees.

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

Section 3. The surviving spouse and dependent children of any Employee who dies while on duty or acting "under the color of law" while off duty, regardless of the Employee's years of service, shall be provided health insurance at no cost to them paid for by the City. The policy granted shall be the same as that carried by the Employee at the time of his/her death. However, in the event the City discontinues the specific plan offered, the surviving spouse shall be permitted to enroll in available plan which most closely resembles, in benefit options, to the plan in which he/she was previously enrolled. This coverage shall remain in effect until the widow/widower reaches Medicare age, and in the case of children, until the age of twenty-six (26).

Section 4. The surviving spouse and dependent children of any Employee who dies while employed, and has reached an eligible time to retire (more than twenty (20) years of service), shall be provided health insurance at no cost to them paid for by the City. The insurance plan shall be the lowest deductible plan. However, in the event the City discontinues the specific plan offered, the surviving spouse shall be permitted to enroll in an available plan which most closely resembles, in benefit options, the plan in which he/she was previously enrolled. This coverage shall remain in effect until the widow/widower reaches Medicare age, or in the case of children, until the age of twenty-six (26).

Article 52 – Retirement/Resignation.

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

Section 2. Upon retirement, the Employee retiring shall receive compensation, at the current hourly rate of the Employee at his/her date of retirement, for all vacation and holidays, all personal days, all FLSA time and all Non-FLSA time in its entirety.

Section 3. Any Employee who leaves the Fort Wayne Police Department with twenty (20) or more years of service or retires with a medical pension regardless of his/her years of service shall be offered the opportunity to purchase his/her service sidearm for Twenty-Five and 00/100 Dollars ($25.00). This Section 3 shall not be applicable to any Employee who is prohibited by law from possessing a firearm or whose employment is terminated for cause by the Employer.

Section 4. Employees resigning, going on an approved leave of absence, or being suspended in excess of thirty (30) consecutive calendar days during a given year will be credited

with one-twelfth of the total number of vacation and personal days for which they are eligible for each month in which they have worked.

Section 5. Employees who retire under the terms of any of the recognized retirement programs with a minimum of twenty (20) years of service with the Fort Wayne Police Department shall have their insurance premiums contributed/paid for by the Employer. The insurance plan shall be the lowest deductible plan and will remain in effect until the retiree is eligible for Medicare/Medicaid. If the Employee has a spouse at the time of retirement and that spouse is to be covered under this provision, the spouse's coverage shall continue until the spouse becomes eligible for Medicare, even if the Employee becomes eligible for Medicare at an earlier date. Dependents of the Employee shall be covered under the above provision as long as eligibility is maintained by the Employee. In the event the Employer discontinues the specific plan in which the Employee is enrolled, the Employee shall be permitted to enroll in the available plans and will accept the plan which most closely resembles, in benefit options, the plan in which the retiree was previously enrolled. For Employees hired after January 1, 2014, retiree health insurance premiums are fully funded by the pay scale set forth in Addendum A, Section 2, and secure insurance at no cost upon retirement with twenty (20) years or service or more with the Fort Wayne Police Department.

Article 53 – Safety.

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

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

Section 3. Bicycle Patrol(s):

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

Section 4. Service Weapon(s):

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

Section 5. Ammunition:

The Employer shall provide all ammunition needed and necessary for the performance of duties. Ammunition for on-duty use shall be of high quality. Practice ammunition will be provided by the Training Division for use during open range or scheduled training prior to open range. Open range opportunities will be offered monthly or as training schedules permit, and open range opportunities will be offered on all Shifts including "C" Shift.

Section 6. Hazard Duty Pay. The City of Fort Wayne may offer Employees additional compensation for working in hazardous conditions.

Article 54 – Severability Clause.

Section1. Should any Article, Section, Addendum, or portion of this Agreement be held unlawful, invalid, unenforceable, or to be in conflict with applicable Federal, State, or local law by any court of competent jurisdiction, the remainder of the Agreement and its addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article, Section, Addendum.

Article 55 – Duration and Change.

Section 1. This Agreement shall become effective at 12:00 a.m., January 1, 2027, and shall remain in full force and effect until 11:59 p.m., December 31, 2028. The provisions of this Agreement shall be binding upon the Employee, and any other than form of consolidated government which includes the Employer.

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

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

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

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

Dated this _____ day of _____, 202__.

FOR THE CITY:

Sharon L. Tucker, Mayor

Paul J. Smith
Chief of Police

Tim L. Selvia
Assistant Chief of Police

Malak Heiny
City Attorney

FOR THE PBA:

Stephen R. Ealing
President

Manuel E. Aguilar
Vice-President

John D. Drummer
Secretary

Craig R. Kiger
Treasurer

Adam M. Henry
PBA Attorney

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

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

An Employee shall become a "First-Class Patrol Officer" after completing his/her second year of service with the Department.

Beginning January 1, 2027, the salary of a First-Class Patrol Officer shall be increased by an amount equal to three percent (3.0%) of the 2026 base salary of a First-Class Patrol Officer. Beginning January 1, 2028, the salary of a First-Class Patrol Officer shall be increased by an amount equal to three percent (3.0%) of the 2027 base salary of a First-Class Patrol Officer. Employees shall be responsible for paying his/her six percent (6%) 1977 Pension Fund contribution. The Employee's six percent (6%) contribution shall be accomplished by way of payroll deduction.

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

An Employee participating in the police academy shall be referred to as a "Recruit". The salary of a Recruit shall be ninety percent (90%) of a First-Class Patrol Officer as established in Addendum A, Section 1. An Employee shall hold the rank of "Probationary Officer" for his/her first year of service with the Department. The salary of a Probationary Officer shall be ninety percent (90%) of the base pay of a First-Class Patrol Officer as established in Addendum A, Section 1.

An Employee shall hold the rank of "Patrol Officer" for his/her second year of service with the Department. The salary of a Patrol Officer shall be ninety-five percent (95%) of the base pay of a First-Class Patrol as established in Addendum A, Section 1.

This pay scale set forth herein secures premium free retiree health insurance in accordance with Article 52, Section 4.

Section 3. **Longevity Pay:**

All Employees shall be paid a longevity bonus upon the completion of their second year of service and in every year thereafter according to the longevity schedule set forth in this Section 3 of Addendum A. The longevity premium shall be paid in the paycheck issued that covers the pay

period within which the officer's date of rank (longevity date) falls, based upon the years in rank the officer will achieve during that particular year. However, for Employees with a date of rank in the month of December, they shall be paid their longevity payment on the last paycheck in the month of December in the year that it is due. This will require the Employee to remain active until he/she actually earns his/her longevity premium.

Longevity Schedule for 2027 and 2028	
Year of Service	Longevity Bonus
2	$1,500.00
3	$1,500.00
4	$1,500.00
5	$2,000.00
6	$2,100.00
7	$2,200.00
8	$2,300.00
9	$2,400.00
10	$2,500.00
11	$2,600.00
12	$2,700.00
13	$2,800.00
14	$2,900.00
15	$3,000.00
16	$3,100.00
17	$3,200.00
18	$3,300.00
19	$3,400.00

20+	$10,000.00

Section 4. **Clothing Allowance:**

Patrol Officers and First-Class Patrol Officers, as those terms are defined in Addendum "A", Section 1 and Section 2, shall receive an annual Clothing Allowance in the amount of $200.00, to be paid on or before April 30 of each year.

Section 5. **Shift Premium:**

All Employees assigned to, or bid to, B-Shift shall receive a shift premium of $3,300.00 per year. Shift premiums shall be added to the Employee's regular earnings for each pay period.

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

Section 6. **Detective Pay:**

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

Section 7. **Special Duty Pay:**

		Per Year
A.	Homicide Team/Crime Scene Employees	$650
B.	Emergency Services Team	$650
C.	Bomb Squad	$650
D.	Critical Response Team	$650
E.	Fatal Traffic	$650
F.	Public Information Officer	$650
G.	Public Safety Response Team	$650
H.	Air Support Unit	$650
I.	K-9 Unit	$650

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

Section 8. **Health Insurance:**

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

CATEGORY OF COVERAGE

Employee only

Employee plus spouse(secondary)

Employee + 1 primary (spouse or child)

Employee + family without spouse

Employee + family (Spouse secondary)

Employee + family (Spouse primary)

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

Section 9. **Dental Reimbursement:**

The Employer agrees that dental insurance benefits offered by the Employer shall be extended to all Employees. In the event an Employee meets his/her annual dental benefit allowed by the plan, the Employer agrees to reimburse the Employee for up to two (2) cleanings per year; two (2) examinations per year; one (1) x-ray per year; fluoride treatment(s); and, full digital imaging or x-ray of the bite, for the Employee and all eligible dependents. In the event that dental insurance benefits are not offered by the Employer to all Employees, the Employer agrees to reimburse the deductible dental plan that includes two (2) cleanings per year, two (2) examinations per year, one (1) x-ray per year, fluoride treatment(s), and full digital imaging or X-ray of the bite, for the Employee and eligible dependents.

Section 10. **College Degree and Military Pay:**

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

Military pay shall be paid to any person who is a Veteran (other than a dishonorable discharge) or is actively serving in the United States Reserves or National Guard. An Employee shall only receive a yearly payment for Military (Section 10 B) or College Degree Pay (including Section 10 A, C, D, E) but not for both.

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

Section 11. **Tuition Reimbursement:**

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

Section 12. **Retirement Insurance:**

Employees may continue to participate in the City's group health insurance plans following his/her retirement until the retiree becomes eligible for Medicare without making any co-payments for coverage, subject to the following conditions:

1. The retirement is recognized as a retirement by one of the State of Indiana police pension plans.
2. The selected plan must be the lowest deductible plan available to Employees.
3. The retirement is for medical purposes.
4. The decision to participate must be made at the time of retirement.

If the Employee's spouse, or dependent(s), are to be covered under this provision, the spouse's coverage shall continue until the spouse becomes eligible for Medicare, even if the retiree

becomes eligible for Medicare at an earlier date. In the event the City discontinues the specific plan in which the retiree is enrolled, the retiree shall be permitted to enroll in an available plan which most closely resembles, in benefit options, to the plan in which the retiree was previously enrolled. This benefit for retirees and/or their surviving spouse shall not be revoked at any time in the future, once the Employee or his/her their surviving spouse qualifies for it, unless each specific person is eligible for Medicare coverage.

An Employee who retires by way of a medical disability pension shall immediately receive credit as though he/she served twenty (20) years.

The surviving spouse and dependent children of an Employee who dies while actively employed with the City shall be provided health insurance at no cost to them. The insurance plan shall be the lowest deductible plan. This coverage for the surviving spouse shall remain in effect until he/she is eligible for Medicare, or in the case of a dependent child(ren), until the age of twenty-six (26).

COLLECTIVE BARGAINING AGREEMENT

~~2026~~2027 - 2028

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PREAMBLE

This Agreement is made and entered into this 1st day of January, ~~2026~~2027, by and between the City of Fort Wayne, Indiana ("Employer" and/or "City") and the Fort Wayne Patrolmen's Benevolent Association, Inc. (the "Union") (collectively referred to as the "Parties") and under the authority of Special Ordinance No. S-156-78 (the "Police Officers and Firefighters Arbitration Ordinance"), currently codified in Sections 20-117/20-129.

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

WITNESSETH

It is agreed by and between the Parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the Parties hereto with respect to hours of employment, fringe benefits, and working conditions for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the term of this Agreement on any bargainable issues or subjects, unless mutually agreed to by the City and the Union, except as may be herein specifically provided. Changes in the working Agreement may be made at any time, by agreement between the parties, provided, however, that all changes are in writing. If changes involve compensation, Common Council approval shall also be required.

Article 1 – Glossary.

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

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

Day: One working shift which includes an eight (8), eight and one-half (8.5), or ten (10) hour shift dependent upon assignment.

Department Wide Inversing: Except as outlined in the terms of this Agreement, any officer, in any division, shall be subject to inverse by seniority not exclusive of days off. Officers serving in undercover capacity are exempt.

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

Employee: A full-time commissioned police officer below the rank of Sergeant employed by the Fort Wayne Police Department. Also referred to herein as Officer.

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

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

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

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

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

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

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

Shift: A scheduled period of work or duty.

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

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

Article 2 – Purpose.

Section 1. The purpose of this Agreement is to provide a procedure for orderly collective bargaining between the Parties; to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning hours of employment, fringe benefits, and working conditions; and, to establish a basis for the cooperative solution of problems by responsible parties to the end that a spirit of peace and cooperation be maintained.

Section 2. This Agreement provides coverage for Employees. They have the right to bargain collectively with the Employer and to be represented by a labor organization, currently the Union, as selected by the majority of the Employees with respect to Factors.

Article 3 – Recognition.

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

Article 4 – Bargaining Unit.

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

Article 5 – Coverage.

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

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

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

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

Article 6 – Personnel Policy. The Employer's Personnel Policy shall govern in matters not specifically addressed in this Agreement.

Article 7 – Police Officer's Bill of Rights.

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

For purposes of this Article, the term "police officer" includes Fort Wayne City police officers on full-time active duty within the bargaining unit as defined in this Agreement.

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

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

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

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

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

A. The questioning shall be conducted at a reasonable hour, preferably at a time when the Employee is on duty or during normal working hours for the Employee, unless the seriousness of the investigation requires otherwise. The questioning shall be completed within a reasonable time

after the occurrence of the event giving rise to the investigation. Time shall be provided for personal necessities, meals, telephone calls, and rest periods.

B. The Employee under investigation shall be informed of the nature of the investigation or whether he/she is a witness or the object of the investigation, and of any charges against him/her, at least two calendar days prior to such questioning, unless evidence establishing probable cause that a felony has been committed demands an immediate investigation. All questions directed to the Employee under investigation shall be asked by and through no more than two (2) questioners.

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

D. The Employee under investigation shall not be subject to offensive language or threatened in any manner whatsoever. The Employee under investigation shall not be subjected to visits by the press or news media without his/her express consent. The City will release information as outlined in Indiana Code § 5-14-3-4(b)(8) which requires, upon a request for information, the release of an Employee's "name, compensation, job title, business address, business telephone number, job description, education and training background, previous work experience, or dates of first and last employment of present or former officers or employees of the agency."

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

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

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

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

1. Ascertain the charges against the Employee before the interview starts;

2. Offer mitigating circumstances and investigatory leads;

3. Question the Employee at the conclusion of the interview;

4. Consult with the Employee during the interview;

5. Object to inappropriate questions.

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

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

Section 6. If an Employee is ordered into Internal Affairs, Office of Professional Standards, or the Police Department, while off duty, to be questioned or interviewed concerning a specific incident or action, said Employee will be compensated for time spent in the interview or questioning, in addition to one (1) hour of travel time.

Section 7. No Employee shall have any written comment adverse to his/her interest entered in his/her personnel file, without the Employee having first read and signed the instrument containing the adverse comment. If an Employee refuses to sign after a review of the written adverse comment, a witness shall thereafter note that such Employee was presented with the opportunity to read and sign such instrument and refused to do so. Nothing in this provision shall apply to notes and records compiled by an investigator during the course of an investigation of an Employee provided, however, that upon completion of the investigation, the Employee shall have access to all notes and records of the investigation.

Section 8. An Employee shall have fifteen (15) working days from notification that an adverse comment exists within which to file a written response to any adverse comment entered in his/her personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

Section 9. Before the questioning of any Employee as a result of a complaint by a citizen, that citizen shall be required to sign a statement clearly stating the allegation, a copy of which shall be provided to the Employee at the time said Employee is directed to report for questioning.

Section 10. No Employee shall be required or requested for purposes of job or other personnel action to disclose any item of his/her property including, but not limited to, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his/her family or household) unless:

A. Such information is obtained under proper legal procedure, or

B. There is probable cause that bribes or other improper inducements may have been given to such Employee, or

C. Such income is public record.

Section 11. No Employee shall be given an unnatural, artificial, or make-work assignment for the purpose of discipline or punishment.

Section 12. No Employee shall be discharged, disciplined, demoted, transferred or denied promotion or reassignment or otherwise discriminated against in regard to his/her employment, or be threatened with any such treatment by reason of his/her lawful exercise of his/her constitutional rights or the rights granted under this Article.

Section 13. An Employee may inspect his/her personnel file and may be accompanied by a designated union representative, which may include an attorney. Any alleged discrepancies shall be brought to the attention of the Personnel Administrator for adjustment. If the matter is still unresolved, it shall be subject to the grievance procedure.

Section 14. No Employee shall be compelled to submit to a polygraph examination, voice stress analysis or other truth detection device against his/her will, nor shall voice stress analysis or other truth detection devices be unknowingly used during the course of an investigation of an Employee. No disciplinary action or other recrimination shall be taken against an Employee refusing to submit to a polygraph examination, voice stress analysis, or other truth detection devices. No comment or notation shall be entered anywhere in the investigator's notes or anywhere

else that the Employee officer refused to submit to a polygraph examination, voice stress analysis or truth detection device or that voice stress analysis or other detection device was unknowingly used.

Testimony or evidence shall not be admissible at a subsequent hearing, trial or proceeding, judicial or administrative, to the effect that the Employee refused to submit to a polygraph examination, voice stress analysis, or other truth detection device or that voice stress analysis or other truth detection device was unknowingly used.

Section 15. No Employee shall have charges brought before the Board of Public Safety without having been informed of the upcoming charges first, having been offered the opportunity to be interviewed first, and having been afforded all Constitutional rights, and all rights provided by this Article.

Section 16. The Fort Wayne Police Department Drug Testing Policy, as adopted by the Board of Public Safety, shall take precedence over any language within this Agreement.

Article 8 – Protection of Bargaining Unit Work.

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

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

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

Article 9 – Job Elimination – Layoff – Recall.

Section 1. **Job Elimination:** If an Employee's position is eliminated, the Employee will exercise seniority on available, unfilled positions and have immediate bidding rights. If a position that was eliminated is re-established within six months, the Employee who held the position shall be given first opportunity to fill the vacancy.

Should a job close through elimination of the position, the Employee shall be given the opportunity to bump the next junior Employee in the division or section. If there are no junior Employees, said individual shall be placed in the open job, generally identified as B-Shift Uniform. For the purpose of this Article, a section shall relate to K-9, Hit-skip, and Crime Scene positions or any other future specialized unit.

Section 2. **Layoff:** In the event of a layoff of Employees, the order of layoff shall be inversely related to length of service (the last person hired shall be the first person laid off.)

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

Section 3. **Recall:** In the event of a recall to work, the order of return shall be directly related to length of service (the last person laid off shall be the first person returned to work.).

Article 10 – Management Rights.

Section 1. **Recognition of Management:** The Union hereby recognizes the Employer as having the sole rights to direction of the working forces, including, but not limited to, the right to determine the work to be performed by Employees; to employ, promote, demote, transfer, layoff, discipline, suspend or discharge for cause; to assign work and the number of hours to be worked, including overtime work; to increase and decrease the working force; to establish standards and methods; to hire civilians except for patrol and investigative field work; to transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations.

The Employer, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement which limit and restrict these defined Employer rights. Therefore, the Employer agrees that in exercising the rights herein, nothing shall

be construed or applied in any manner which negates, modifies, or supersedes the rights of Employees, or the Union, where such rights are expressly set forth in this Agreement. However, nothing in this Agreement shall be construed to limit the authority of the Chief of Police and the Board of Public Safety to exercise statutory powers to discipline other than the provisions of Article 11, Section 2 and Article 7.

Section 2. **Rules and Regulations:** The Union recognizes that the Employer reserves the rights to establish rules, and/or change existing rules affecting working conditions. All such rules shall be reasonable in content and application. The Union will be furnished a copy of any new or revised rules, policies, or General Orders affecting Employees at least fifteen (15) days in advance of the effective date.

Article 11 – Discrimination.

Section 1. The Employer will not interfere with, restrain or coerce Employees because of membership in, or activity on behalf of, the Union. The Employer will not discriminate with respect to hiring, tenure of employment or any term or condition of employment against any Employee covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another Union.

Section 2. The Employer will not discriminate against any applicant for employment, or any present or future Employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training transfer, layoff, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverage, job classification, classified advertising, recruitment, testing, or any other term, condition, or privilege of employment, because of race, color, religion, sex, national origin or occupationally irrelevant physical handicaps, or the exercising of any rights under the grievance procedure.

Section 3. Any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963, Executive Order 11246 as amended by 11375, and the Age Discrimination in Employment Act of 1979, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement.

Article 12 – Union Security.

Section1. The Employer recognizes the benefit of a professional union representing its Employees.

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

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

Section 4. An Employee may refrain from joining the Union.

Section 5. It is understood and agreed that the Union shall indemnify the Employer from and against any liability, actions, or cause of action that may result with respect to this Article 12.

Article 13 – Dues Deduction.

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

Section 2. Deduction of Union dues shall be made on the first payday of the month in which the authorization was received and monthly thereafter on the first payday of the month. Deductions provided herein shall be remitted to the Treasurer of the Union no later than the twentieth (20^{th}) day of the month in which the deductions were made and shall include all deductions made in that month. The Employer shall furnish, with the deductions remitted, an alphabetized listing of each Employee for whom a deduction is made showing the exact amount of each respective deduction made.

Article 14 – Bargaining Unit Information.

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

Article 15 – Union Representation.

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

Section 2. When negotiating the terms of future collective bargaining agreements, Employer will recognize no more than six (6) committee persons designated by the Union, one of whom shall be designated as Chair of the committee. Negotiations shall be held during normal shift business hours of the Employer. Time spent in meetings set by management for the first fifteen (15) meeting days of negotiations, mediation and arbitration, set by Special Ordinance No. S-156-78, shall be treated as one (1) workday for four (4) Union committee persons. Thereafter, such time spent by these individuals shall be compensated on an hour to hour basis. The Employer will accommodate the Union with respect to time off to participate in negotiation sessions.

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

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

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

Section 5. Designated Union representatives, in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for so serving.

Article 16 – Union President and Time Bank.

Section 1. The President shall continue his/her normally assigned duties with the Department but work fifty percent (50%) per week in his/her bid assignment and fifty percent (50%) per week conducting Union business. The Employer shall donate two thousand five hundred (2,~~000~~500) hours annually to the Union Time Bank (UTB), to be used at the discretion of the Union and subject to minimum count(s). The Union may carry over ~~five hundred (500)~~seven hundred fifty (750) hours from one calendar year to the next. The maximum hours annually in the UTB shall be ~~two thousand five hundred (2,500)~~three thousand two hundred fifty (3,250). An Employee may donate Non-FLSA earned time to the UTB.

The President, Vice President, Treasurer, and Secretary may use UTB hours, even if minimum count(s) would be impacted, for his/her response to and assistance with critical incidents including the interviews of both involved and witness Employees by representatives of the Detective Bureau, Indiana State Police, and Internal Affairs. Any other uses of UTB hours by the President, Vice President, Treasurer, and Secretary are subject to the same limitations outlined below for Union Board members.

Union Board members conducting or who have conducted Union business may use UTB hours even if minimum count(s) would be impacted so long as the request for such time is made at least fifteen (15) days prior to the date(s) requested off. If a Union Board member needs to use UTB hours within the fifteen (15) day time period of the day off, it shall be subject to minimum count(s).

Section 2. The President shall continue to be compensated as a full-time Fort Wayne Police Officer employed by the City and be afforded all rights and privileges provided to other Employees as set forth in this Agreement. Once an Employee takes office as the Union President, he/she will continue to receive any shift differential and special duty pay(s) to which he/she was previously entitled. The President may continue to exercise his/her bid rights during his/her tenure as the President.

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

Section 4. The President shall complete the "Flex Schedule Report," and submit it to the appropriate Shift COD so his/her hours of work can be accurately accounted for, and for accuracy of minimum counts. See attachment "Flex Schedule" for a copy of the form.

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

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

Article 17 – Labor Management Committee.

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

Article 18 – Dissemination of Union Information.

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

Article 19 – Union's Right to Address Recruit Classes.

Section 1. The Union shall have the right to address each new recruit class during training. This time shall be established as a regular part of the training schedule and be at least a minimum of two (2) hours.

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

Article 20 – Grievance and Arbitration.

Section 1. **Grievance Defined:** A grievance shall be defined as any dispute arising concerning the interpretation or application of this Agreement or with respect to the circumstances and conditions of employment except as otherwise provided in this Article. Grievances may be submitted, as defined, relating to matters contained in this Agreement. Suspensions, dismissals, and reductions in grade cannot be grieved or arbitrated. Any matters governed by statutory provisions regarding suspensions, reprimands, or dismissals shall not be considered grievances and subject to the grievance procedure herein. When a grievance arises, an earnest effort shall be made to settle such differences promptly in accordance with the Grievance Procedure hereinafter prescribed.

Section 2. **Grievance Limitations:** If more than one (1) Employee has the same grievance, two (2) aggrieved Employees, representing all aggrieved Employees, as selected by the Union shall proceed through Step 1 of the Grievance Procedure, as set forth in this Article. The Parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of Steps 1 and 2 of the Grievance Procedure, as set forth in this Article. A grievance must be filed within thirty (30) calendar days following knowledge of the action which gave rise to the alleged grievance.

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

Step 1. The grievance shall be orally presented by the aggrieved Employee and/or the Employee's shift representative to his/her immediate supervisor. The supervisor must give his/her answer within five (5) working days.

Step 2. If the grievance is unresolved in Step 1, it shall be presented in writing by the aggrieved Employee and shift representative to the aggrieved Employee's immediate supervisor. The Employer must give its written answer within five (5) working days.

Step 3. In the event the grievance is unresolved in Step 2, it shall be forwarded by the Union within five (5) working days to the Chief or his/her designee. Chief or his/her designee, the Union's grievance chairperson and shift representative shall meet within ten (10) working days. To expedite the process, either party may bring additional individuals, including the grievant, to this meeting.

Step 4. If the above procedure is followed and the parties are still unable to settle the dispute, the parties shall submit the issue, within five (5) working days, to a mutually agreed upon local hearing officer, who shall have the authority to resolve the issue.

Step 5. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within fifteen (15) working days following receipt of the local hearing officer's decision, notify the Employer of the Union's intent to arbitrate the dispute.

Step 6. Within five (5) working days, the Employer and the Union shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The Employer and the Union shall split the cost of the first arbitration panel. Either the Union or the Employer can reject one arbitration panel and request a new panel. If a panel is rejected, the party requesting the new panel must pay the cost for the replacement panel. After receipt of the panel of arbitrators, the parties shall meet within five (5) working days, draw lots to determine who shall strike the first name from the list of seven (7) arbitrators, and then continue striking names on an alternate basis. The last remaining name shall be deemed the arbitrator by mutual consent of the parties.

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

The arbitrator's decision shall be final and binding on the parties, and in the event either party shall fail or refuse to abide by the decision of the arbitrator, the offended party can bring an

action in the appropriate court. The court shall award the prevailing party reasonable attorney fees in addition to any other relief adjudged.

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

Section 4. **Time Limitations:** All time limits prescribed as set forth in Section 3, Steps 1 through 6, may be extended by mutual agreement of the Parties. Failure of the party charged to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the aggrieved party to process the grievance to the next step within the time limits shall constitute a basis for the party charged to deny the grievance.

Article 21 – Seniority.

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

Section 2. **Probationary Employees:** All new appointees and laterals shall be considered probationary Employees for the probationary period established by the Board of Safety pursuant to I.C. 36-8-4-12. This period is generally understood to be twelve (12) months in length: Six (6) months supervised probation; six (6) months unsupervised probation where the probationary Employee is eligible to exercise bid rights.

No probationary period shall be for less than six months unless the Union consents in writing. Probationary Employees shall be eligible to exercise bid rights commencing in his/her final month of his/her supervised probation. This includes any extension of their field training by the Chief unless mutually agreed upon by the Union and the Employer. This limitation on bidding

does not limit the authority of the Chief and the Board of Safety to establish periods of probationary appointments under I.C. 36-8-4-12.

Probationary Employees shall be granted time off for holidays, accrued Non-FLSA time, and accrued personal days under the same provisions as all Bargaining Unit Employees.

If requested, Probationary Employees under investigation or subjected to questioning by his/her commanding officer, Internal Affairs, or any duly assigned employee of the Police Department or the City of Fort Wayne including City legal, which could lead to disciplinary action, demotion, dismissal, transfer or administrative or criminal charges, excepting counseling as part of the field training process or dismissal for failure to meet training standards during his/her probationary period, shall have the right to be represented by counsel and/or any union representative of his/her choice who shall be present at all times during such questioning . The Union recognizes that Probationary Employees are at-will employees of the City of Fort Wayne until he/she moves to First Class pay status.

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

A "lateral transfer" Employee will be moved to First Class pay status at the end of his/her first six (6) months; however, such a move does not terminate the Employee's probationary status.

A "lateral transfer" Employee shall receive credit for his/her years of prior law enforcement experience for purposes of vacation days (as specifically set forth in Article 43) and longevity pay (as specifically set forth in Addendum "A", Section 3).

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

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

B. Is laid off for a period of twelve consecutive months; or

C. Is discharged for just cause.

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

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

Section 6. A "lateral transfer" Employee shall be granted seven (7) vacation days upon his/her hiring and five (5) days at the end of his/her initial six (6) months with the City of Fort Wayne. He/she will then be granted an annual paid vacation, within the calendar year, in accordance with Section 1 of Article 43.

Article 22 – Job Transfers, Openings and Bid Procedures.

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

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

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

N/W Division:	**N/E Division:**
"A" District = one	"E" District = one
"B" District = one	"F" District = one
"C" District = one	"G" District = one
S/W Division:	**S/E Division:**
"I" District = one	"D" District = one
"J" District = one	"M" District = one
"K" District = one	"N" District = one
"L" District = one	"O" District = one

C. The City and the Union agree that the reduction of union bid cars from two (2) to one (1) in "E" District, "F" District, "G" District, "J" District, "M" District and "N" District shall only be by attrition, and such reduction shall occur after the rescission period has expired for an Employee leaving his/her union bid car. If an Employee rescinds an awarded bid, pursuant to the terms of this Article 22, he/she may return to his/her union bid car.

D. As annexed areas are brought into the City, management will agree to bid one union bid car in any new district, for each shift. Additional units may be bid at management's discretion. If "D" District becomes its own Division, any Employees bid into "D" District as of the creation of the Division shall be grandfathered into their bid position.

E. Any posted openings (including, but not limited to, operations, K-9, Crime Scene Technician, hit-skip) shall first be bid within the respective Division/Unit before being bid Department wide ("Intra-Shift Bid").

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

The City and the Union agree to fill an open detective position in the Crime Suppression unit, which is a subdivision of Property Crimes, as follows: a current detective may be selected from the Property Crimes section by the Crime Suppression supervisor with the approval of Investigative Support Command. If no detective is selected from the Property Crimes section, the open position shall be bid by seniority to the A-shift Detective Bureau.

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

H. A bid granted to an Employee may be rescinded by him/her prior to the posted start date. If an Employee rescinds a bid prior to its posted start date, that bid shall be granted to the next senior Employee. Approximately one (1) month prior to a probationary Employee completing his/her field training duties, bids in the amount up to but not exceeding the number of Employees anticipated to be coming off probationary status shall be open Department wide. This Department wide bidding shall continue until no Employee is left placed to a shift.

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

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

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

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

Section 2. **Job Bidding:** Bid Procedure: Intra-Shift Bids, as set forth in this Article 22, shall remain open for five (5) consecutive calendar days. Persons to accept bids will be Division/Unit/Shift Commanders. An Intra-Shift Bid shall be considered awarded upon the effective starting date of the position. If no Employee submits an Intra-Shift Bid as outlined in this Article 22, the bid shall be posted and remain open on the Police Department intranet for ~~seven (7)~~five (5) consecutive calendar days for department-wide bids. Persons to accept bids will be the Shift Commanders. Employees must bid in person by signature and shall receive an electronic receipt to show that a bid has been placed. The Employee will retain the original electronic receipt and the shift commander or commander of the day issuing the electronic receipt shall forward the copy along with the bid at the time the bids close to the Chief of Police or his designee.

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

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

Employees shall exercise bid rights in a two-phased format: The Employee's initial bid when moving from one ~~division~~ Division to another shall be a simultaneous bid for

~~division~~Division, ~~shift~~Shift, and/or ~~bureau~~Bureau. Once successfully awarded a bid for ~~division~~Division, ~~shift~~Shift, and/or ~~bureau~~Bureau, the Employee may exercise a secondary bid right on ~~section~~ Section or specific job classification as herein identified.

All Employees shall have the right to three (3) awarded bids during one calendar year.

If two (2) Employees apply for the same opening and they have identical seniority dates, then the system prescribed in "Seniority Defined," based on an alphabetical list, shall prevail.

Section 3. **Bid Award:** An Employee who has been awarded an Intra-Shift Bid under this Article shall have the right within five (5) calendar days from his/her physical start date of the position to decide whether or not to return to his/her previous primary bid, district, and rotation. If no Employee submits an Intra-Shift Bid, an Employee who has been awarded a bid under this Article shall have the right within ten (10) calendar days from his/her physical start of the position to decide whether or not to return to his/her previous primary bid, district, and rotation. The Employer may use temporary assignments for those positions that need to be filled within such time periods set forth above. An Employee may waive his/her right to rescind an awarded bid, as set forth herein, upon written notice to the Employer.

If the bid position requires training and evaluation in order for the Employee to successfully meet the bid requirements, an Employee awarded such a bid shall have fifteen (15) calendar days to decide whether to return to his/her previous primary bid, district, and rotation after completing the specified training and having his/her final evaluation. At the completion of specified training as stated in the job bid, an Employee shall have his/her final evaluation. A fifteen (15) calendar day extension shall be granted either side upon written notice, and both sides' rights will be also extended. If, as a result of such evaluation, the Employer reasonably believes that the Employee is not able to perform satisfactorily or is unable to perform, the Employee will return to his/her former primary/secondary bid/job and will retain all bid rights. The Employee has the right to dispute management's evidence and appeal the decision to the Board of Safety.

An Employee whose Temporary Assignment under Article 28 becomes an Exempt Position (for that same Employee) under Article 29 shall have no window of time within which he/she may rescind the Exempt Position.

Article 23 – K-9 Unit.

Section 1. Openings within the K-9 unit shall be bid within the K-9 unit prior to the opening being bid Department wide.

Section 2. **Prerequisites:** Refer to the Department policy and procedures for the K-9 unit, and the prerequisites for Employees who seek a position in the K-9 unit.

Section 3. **Selection:** Refer to the Department policy and procedures for the K-9 unit, and the basic components in rating an Employee for a position in the K-9 unit.

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

Section 5. At the end of each seven (7) day cycle, the K-9 Employee shall receive four (4) additional hours. The reason for the additional hours will be designated as "K-9 Maintenance and Care." The K-9 maintenance and care time shall be paid based upon the Employee's regular hourly rate.

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

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

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

Article 24 – School Resource Officer Unit.

Section 1. Openings within the SRO unit shall be bid within the SRO unit prior to the opening being bid Department wide.

Section 2. **Prerequisites.** Refer to the Department policy and procedures for the SRO unit, and the prerequisites from Employees who seek a position in the SRO unit.

Section 3. **Selection.** Refer to the Department policy and procedures for the SRO unit, and the basic components in rating an Employee for a position in the SRO unit.

Section 4. **Bidding.** SRO positions will be assigned to the community relations division on A shift and shall be bid each time as a Primary Bid only. SRO positions are unique and shall never be force-filled by inverse seniority, or by Employees not bid into the positions. The successful bidder may be required to meet certain specifications after obtaining the bid, such as successful completion of a field-related school, a time commitment to remain in the job, etc. Such specifications must be submitted to the Union for review; they must be clearly stated in the bid when the bid is posted; and they must be relevant to the posted job. No such position shall be filled if there is a pending grievance challenging the specifications. In accordance with the terms of Article 28, no more than two (2) Employees shall be permitted to serve one hundred sixty (160) days as an SRO while school is in regular session.

Section 5. If at any time during the term of this Agreement, an SRO position is eliminated or abolished, the affected Employee(s) will be returned to the open billet, generally defined as B shift Uniform.

Section 6. SRO Employees are not a part of a shift's daily personnel minimum count. Furthermore, an SRO Employee is not considered into a shift's daily personnel minimum count for a contractually designated holiday regardless of the SRO Employee's shift seniority. An SRO Employee shall be permitted to exchange work with any other Employee who has been assigned to work a holiday due to inverse seniority. However, in that circumstance, the SRO Employee will count toward minimum shift count and concentrate his/her primary area of patrol to a specific district as designated by the shift commander unless dispatched to another area of the City.

Section 7. Unless otherwise agreed to by the Parties, no more than two (2) SRO Employees may continue to concentrate his/her efforts on the needs of Fort Wayne Community Schools during its summer vacation, as that vacation timeframe is published by Fort Wayne Community Schools.

Section 8. Except as provided in Section 7, within seven (7) days of the last day of school for children, as that date is published by Fort Wayne Community Schools, all other SRO Employees shall be assigned to the Operations Division for Uniform Patrol Duties, and they shall be assigned a district car during the SRO Employees normal hours of work.

Section 9. All SRO Employees shall report to their respective school the earlier of either "Transition Day", as that date is published by Fort Wayne Community Schools, or seven (7) days prior to the first day of school for children, as that date is published by Fort Wayne Community Schools.

Section 10. The normal hours of work for an SRO Employee shall be 0700 to 1500 hours on a five (5) days on and two (2) days off, Monday through Friday, at eight hour shifts (8.0 hours).

Article 25 – Hit-Skip Officers.

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

Section 2. There shall be at least ~~three (3)~~two (2) Hit-Skip Employees.

Section 3. Employees shall work a five (5) day on and two (2) day off, Monday through Friday schedule, at eight (8) hours per shift.

Section 4. Due to the investigative nature of the Hit-Skip section, any Employee bid into Hit-Skip shall receive the Detective bonus.

Article 26 – Crime Scene Officers/Technicians.

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

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

Section 3. The normal work week for the Employees bid into the Crime Scene section shall be five (5) days on and two (2) days off. Those Employees assigned to "A" shift shall work the hours of 0800 through 1600. Those Employees assigned to "B" shift shall work the hours of 1600 through 2400. Those five-day Employees assigned to Mid-shift shall work the hours of 1800 through 0200.

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

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

Section 6. The call out team for Crime Scene shall consist of two (2) team members, trainee(s) (when applicable), and one (1) supervisor. The on-call rotation shall be for a two (2) week period. Those Employees on-call to respond to a homicide team page shall receive four (4) hours of time back for their primary on-call week and four (4) hours for their back-up on-call week, which time shall be used consistent with Article 40, Section 2.

Article 27 – Staffing for Special Events.

Special Events are defined as those activities of regular occurrence that necessitate personnel redeployment and cannot be staffed from the use of on-duty personnel causing the count to go below minimum. Special Events do not include activities that are commonly associated with periodic duties that require staffing including, but not limited to, guard duty, directed patrols, warming centers, City Council meetings.

The Chief shall bid any special events at least forty-five (45) days in advance of the event. The list of awarded bids and inversed Employees (if any) for the special event shall be posted no later than fifteen (15) days prior to the event. The Chief shall notify the Union of the identity of, dates of, and necessity for "Special Events" scheduling anticipated for the year, by March 1st of each year, or within fifteen (15) days after the Chief receives notice of the rescheduling of an event if that notice is received after February 18th of that year. Staffing for Special Events shall be accomplished as follows:

A. Movement within the uniform sections shall not disrupt normal staffing. Minimum counts of the uniform personnel will be maintained at levels established by management and may not be increased by more than two during the time period that a Special Event is taking place.

B. By bidding the assignment for work.

C. When celebrity and/or dignitary visits occur, EST and PSRT personnel will be used to staff those events. If additional officers are needed for such event, and there is less than forty-five (45) day notification, the standard overtime bidding shall occur.

D. If the procedures outlined in paragraphs A, B and C are inadequate to secure sufficient staffing for the Special Event as determined by the Chief, then department-wide union inverse seniority shall be utilized to provide staffing levels established by the Chief. Employees working a full shift the day of the event will be excluded from the inverse list as will those Employees on a one time bid vacation.

E. Only Employees working in an undercover capacity are exempt from inclusion in the inverse seniority selection process.

F. Employees who work such events, either by bid or inverse, shall be paid double time.

G. Any Employee working a Special Event during a holiday will receive the holiday premium compensation; however, if there is more than one (1) Special Event on the same holiday, the Employee may not be inversed for both Special Events. To be eligible to receive the holiday "day back", an Employee must work four (4) hours or more for the Special Event. If an Employee bids to work more than one (1) Special Event on the same holiday, the Employee shall only receive one (1) holiday "day back".

H. If an Employee is inversed to work a holiday he/she will not be subject to being inversed that same day for a Special Event even if he/she exchanged work with another Employee.

I. Any Employee assigned to a Special Event by call out shall receive the Special Event compensation pay for actual hours worked as well as the call out pay as detailed in Article 40.

J. To determine the double time rate of pay, the Employee's base salary, shift differential, longevity pay and specialty duty bonuses, shall be divided by 2080.

K. Time off shall be granted during all Special Events above minimum counts.

L. Bidding to work a Special Event shall be awarded by seniority.

M. In an instance where Bicycle certified Patrol officers are used for a portion of a special event's staffing, no more than fifty percent of the staffing shall be bid as such, i.e., if ten Employees are needed for an event, no more than four shall be bid specifically for Bike Certified Employees according to the policies and procedures of the Fort Wayne Police Department Bicycle Patrol Policy.

N. Any Employee assigned to a Special Event that is required to work beyond his/her normal shift will continue to receive the same compensation that he or she was receiving during his/her shift while working the Special Event, or as provided in Article 38, whichever is greater.

O. If a Special Event is cancelled with less than twenty-four (24) hours' notice prior to the scheduled reporting time of the event, the Employee(s) who were scheduled to work the Special Event shall receive two (2) hours pay at the Special Event rate. If an Employee reports for a Special Event and the event is cancelled, or the Employee is relieved of the Special Event due to no fault of his/her own, the Employee shall contact the COD for the purpose of reassignment for the balance of the Special Event. If the Employee is not reassigned, the Employee shall be compensated for the balance of the Special Event.

Article 28 – Temporary Assignment(s) and Unbid Positions.

The Employer has the right to assign work to its Employees and seniority shall not be construed to restrict the Employer in requiring an Employee in one classification from doing any work temporarily in any other classification. Temporary reassignment of a job classification is any assignment that moves an Employee from his/her bid position, at management's discretion. No more than eight (8) temporary assignments will be used at any one time unless agreed to by the Parties in writing.

An Employee shall be permitted to serve no more than ninety (90) calendar days on temporary assignment within any calendar year. There will be no limit on the number of assignments so long as the total calendar days do not exceed ninety (90) days. Temporary reassignment of a job classification shall not be used to avoid the bid system. However, one Employee shall be permitted to serve one hundred ~~sixty~~ eighty (~~160~~180) consecutive days or whenever the basic recruit class graduates from the Fort Wayne Police Academy, whichever is the

later date, at the Fort Wayne Police Academy for the purposes of instructing a basic recruit class, and no more than two (2) Employees shall be permitted to serve one hundred sixty (160) consecutive days as a School Resource Officer while school is in regular session. This Academy and School Resource Officer position(s) shall count towards the restriction of eight (8) temporary assignments being used at any one time.

Temporary reassignment of a job classification among uniform personnel for motorized patrol or foot patrol shall be accomplished with primary consideration for coverage of patrol districts and minimum reassignment of on-duty patrol Employees to accomplish coverage. Inverse seniority shall be the determinant factor in assigning desk duty, supply room duty, and any guard duty unless a senior Employee requests such duty. Unbid and/or unassigned Employees placed on a shift will always be first moved, regardless of seniority.

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

Article 29 – Exempt Position(s).

Up to seventy-four (74) Employees of the bargaining unit may be assigned at the discretion of the Chief of Police to exempt positions within the Police Department. The Chief of Police shall have the discretion to determine the number of exempt positions and the number of bid positions within the Fort Wayne Police Department. Exempt bargaining unit employees shall not be assigned to Internal Affairs.

Article 30 – Discipline.

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

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

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

Article 31 – Job Reassignment/Unsatisfactory Performance.

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

Article 32 – Outside/Off-Duty Employment.

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

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

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

Article 33 – Political Activity.

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

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

Article 34 – **Hours of Work.**

Section 1. Except as hereinafter provided, the normal work week of Employees represented by the Union shall consist of four (4) days on and two (2) days off at eight and one-half hour (8.5 hours) shifts. The uniform Employees assigned within the separate Division's shall be split into three standing shifts designated as A, B, and C. The hours of "A" shift shall be 0600 through 1430, the hours of "B" shift shall be 1400 through 2230, and the hours of "C" shift shall be 2200 through 0630.

Section 2. The normal work week for "A" shift (days) in the Investigative Division, shall be five (5) days on and two (2) days off, Monday through Friday, at eight hour shifts (8.0 hours). Employees assigned to "A" shift, Investigative, shall work the hours of 0800 through 1600, or at the discretion of the Investigative Commander, Employees may work the hours of 0700 through 1500. Employees assigned to "B" shift (evenings) in the Investigative Division, shall work a four (4) days on and two (2) days off schedule, at eight hours and a half shifts (8.5 hours), and work the hours of 1500 through 2330. The Employees assigned to "C" shift (midnight) shall work a four (4) day on and two (2) day off work week schedule, at eight hours and a half shifts (8.5 hours), and work the hours of 2300 through 0730.

Section 3. Weekend Duty: In the event that Employees whose work week is Monday through Friday, in eight (8) hour shifts, are required to provide coverage for the weekend (Saturday and Sunday). Those Employees shall take one (1) day off in the work week prior to the weekend and one (1) day off in the work week following the weekend at the Employee's discretion, subject to meeting minimum counts.

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

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

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

Section 6. When a problem or specific situation arises, it may be handled by allowing Employees to flex their shift time. This shall be accomplished by allowing Employee to "flex" their hours by no more than two (2) hours either at the start or end of their shift. This shall only be

done after the Employee, Supervisor, Shift Commander, Deputy Chief, or Chief has developed a specific plan to address the problem or situation.

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

An Employee may flex their hours in excess of two (2) hours on a voluntary basis and with the approval of Employer.

No make work assignments or assignments set into place only for the purpose to allow Employee(s) to flex time, for school(s); child care, sport games, physical fitness, or the like shall be permitted. Nor shall any assignment be allowed if they would impact shift minimum counts. No shift time(s) shall be flexed unless the Employee(s) involved specifically approves and/or accepts the flexing of their normal shift hours; it is solely the Employee's discretion.

Section 7. ~~If~~ An Employee ~~is~~ assigned to Department training, including, but not limited to, in-service training, during "A" shift hours immediately following being scheduled to work "C" shift, ~~the Employee~~ shall be marked off-duty the last four (4) hours of the assigned shift prior to said ~~in-service~~ training. The Employee 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 35 – Hire Backs.

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

Section 2. Whenever the shift count falls below the posted minimum count, the Employer shall hire back to bring the shift count to the posted minimum count.

If a shift count falls below the posted minimum count, and the full shift hire back is not filled, partial shift hire back will be offered. Partial shift hire backs will be for a minimum of four (4) hours and shall be awarded on a first-come-first serve basis. The Commander of the Day shall

have the discretion to post the first four (4) hours, the last four (4) hours, or both depending on the needs of the shift. Employees hired pursuant to this partial shift hire back model shall be paid at the rate outlined in Article 34, Section 5.

The only exemption to a full shift hire back being offered first, will be on C shift, when administrative time is given to Employees who have to attend training in the morning of the same day. In this scenario, the only hire back offered will be for the last four (4) hours of C shift.

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

Section 4. If the staffing level shall fall below the minimum count in the Uniform Division, on a given patrol shift; or for the Detective Bureau, on a given shift; or, for weekend duty in the Detective Bureau, staffing back to minimum shall be filled by seniority. No Employee shall be hired back to a shift from which he/she marked off.

Notice for the hire back shall be done by a posted department wide bid(s) if the shortage is in the Uniform Division, and it is known at least twenty-four (24) hours prior to the need for the hire back. The following procedure will be utilized to fill the hire back(s) in the Uniform Division. Officers bid or assigned to a Uniform Division or Shift will have priority for Uniform Division hirebacks.

1. Operations has a need for X number of hire backs for a specified date.
2. If the hire back is not filled within twenty-four (24) hours of the beginning of the shift needed filled, notification will be sent out for a hire back and it will be filled on a first-come-first-serve basis, Department wide, to include Detectives and exempt uniform officers including Gang and Narcotics.

If notice of the staffing shortage is less than twenty-four (24) hours, announcement(s) shall be made by use of the Uniform Division and Investigative police radio channels, as well as the in car messaging system.

If a staffing shortage occurs for the Detective Bureau, and it is known at least twenty-four (24) hours prior to the need for the hire back, notice for the hire back shall be done by a posted bid to the Detective Bureau. If notice of the shortage is less than twenty-four (24) hours, notification

will be sent out to the Detective Bureau for a hire back and it will be filled on a first-come-first-serve basis.

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

Article 36 – Holidays.

Section 1. The following twelve (12) days shall be holidays for Employees:

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

Section 2. For purposes of awarding holiday compensation, those Employees who are scheduled to work on the national day of observance for Martin Luther King and Memorial Day shall receive the holiday pay. All other holidays shall be observed on the actual day of the holiday. Employees on regularly scheduled days off shall not be subject to holiday scheduling. Minimum count for holidays shall be as established by the Police Chief and shall be filled according to seniority. Employees shall bid for work on such holidays, by seniority, during a thirty (30) day period beginning forty-five (45) days prior to the holiday. Bids shall be awarded fifteen (15) days prior to the holiday to those Employees assigned to the shift and who bid the holiday. If spots remain unfilled, the holiday shall then be open to all patrol officers using the hiring back process, with those bids being awarded, by seniority and with preference to ~~operation patrol officers who are subject to minimum count~~those bid or assigned to operations, ten (10) days prior to the holiday. At that time, those Employees who are inversed may exchange up and until five (5) days prior to the holiday, at which time the holiday schedule is locked.

Section 3. For holidays worked, Employees shall receive, in addition to regular salaries, the holiday back and be compensated at the rate of double time. Additional hours worked on a holiday outside of the employee's regularly scheduled shift shall be compensated at the rate of paid double time for any such additional time worked to the next quarter hour.

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

Section 5. If a holiday falls on an Employee's regular day off, the Employee will receive another day off.

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

Section 7. The holiday, for holiday purposes, is defined as the time period from 0600 on the day of the holiday, until 0630 the day after the holiday. Employees starting a shift at 0600 the day after the holiday will not receive holiday pay for the 0600 – 0630 time.

Section 8. Only Employees bid or assigned to work the holiday, and those Employees paged out, or otherwise requested to come into work shall receive "Holiday Pay". Employees may, if they choose, attend schools, training, conferences, etc. on the holiday, but he/she will not receive "Holiday Pay". He/she will receive normal pay, subject to FLSA rules, and will keep the holiday if his/her training lasts more than four (4) hours. If an Employee is training on a holiday, and the training is funded by a grant, the Employee may receive, in addition to regular salaries, the holiday back and he/she may be compensated at the rate of double time if the grant pays for the double time compensation.

Article 37 – Minimum Staffing.

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

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

Section 3. On the day after Thanksgiving, the minimum count for five-two and four-three Employees shall be one-half (1/2) the normal minimum count for all sections involved. Minimum staffing levels for both shifts and quadrants will be provided the Union on May 1 and October 1

of each year. The October 1 minimums may show some fluctuating minimum counts for the winter months.

Section 4. An Employee who serves in the National Guard or United States Reserve over fifteen (15) days shall not count towards or negatively impact the shift count in their Division, Section, or Working unit.

Section 5. Quadrant manpower issues shall trigger an Employee being temporarily "floated". If "floating" is necessary, the COD shall float the Employee with the lowest seniority from a quadrant that is over minimum count. The Department shall not "float" an Employee out of his/her assigned District and then "float" another Employee to fill his/her spot. ~~Employees being temporarily "floated" to another district due to manpower issues shall be floated on the basis of seniority before any of those bid to the shift.~~ No other means to determine "float" status shall be used. Employees occupying a Union bid car shall not be required to float. Employees not bid to the shift shall be required to float before Employees who are bid to the shift regardless of seniority.

Section 6. Quadrant and district minimums shall be established by Management.

Article 38 – Exchange of Work Time.

Section 1. All officers shall be allowed to exchange work time with other officers the same like work, i.e. uniform personnel/investigative personnel, for any day up to 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 Employee inversed on a holiday may exchange with an Employee who is on a regularly scheduled day off. To exchange work, an Exchange of Work Time form must either be signed by both Employees or submitted electronically, and approved by the appropriate shift commander. The Employee 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. All work exchanges must be submitted to the COD twenty-four (24) hours prior to the start of the exchanged shift. 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 Employees. The Employee agreeing to work the designated shift will be held accountable and subject to all disciplinary actions by Employer.

Two (2) times a year, an Employee will be allowed to submit an "Exchange of Work Time" form inside of the twenty-four (24) hour window. These are for emergency situations that arise that do not allow the Employee to submit the form per the regular time restrictions. After the two (2) emergency "Exchange of Work Time" requests are used by the Employee, normal time limitations will be used.

Section 4. When Employees submit an "Exchange of Work Time" to their command for approval, the two (2) dates for the exchange must be within thirty (30) days of each other.

Article 39 – Additional Work/Overtime Compensation.

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

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

A. For Employees on a four-two schedule (eight and one-half (8.5) hours per shift), a work period of seven (7) consecutive days beginning each A-Shift on Sunday is hereby established. For such Employees, FLSA overtime compensation shall be earned at the rate of one and one-half hours for each hour worked over forty-two and one-half (42.5) hours during a single work period, calculated to the next quarter hour.

B. For Employees on a four-three schedule (ten (10) hours per shift), a work period of seven (7) consecutive days beginning each A-Shift on Sunday is hereby established. For such Employees, FLSA overtime compensation shall be earned at the rate of one and one-half hours for each hour worked over forty (40) hours during a single work period.

C. For Employees on a five-two schedule (eight (8) hours per shift), a work period of seven (7) consecutive days beginning each A-Shift on Sunday is hereby established. For such Employees, FLSA overtime compensation shall be earned at the rate of one and one-half

hours for each hour worked over forty (40) hours during a single work period, calculated to the next quarter hour.

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

FLSA or Non-FLSA time may be taken one (1) hour at a time provided the minimum number of personnel on the shift is maintained.

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

Article 40 – Call-Out Bonus.

Section 1. Under this Article, a call-out is defined as an 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.

Section 2. If called out pursuant to Article 40, Section 1, Employees shall receive a bonus of two (2) paid hours for each call-out that both begins and ends outside the Employee's shift, or a bonus of one (1) paid hour for each call-out that either begins or ends outside the Employee's shift. There must be one (1) hour separating call-outs. Employees shall receive, at the minimum, one (1) paid hour for additional call-outs that occur during the one (1) hour separation. If the Employee is called out for four (4) or more hours on a holiday described in Article 36, Section 1, he/she shall receive the holiday back and be compensated at the applicable holiday rate.

Section 3. The eight (8) hour call-out bonus day for homicide and Air Support shall be

divided between the primary and back-up weeks with four (4) hours for primary week and four (4) hours for back-up week. An Employee working a four (4) and two (2) schedule with eight and one-half hour (8.5) shifts shall receive an eight and one-half (8.5) hour call-out bonus for completing his/her primary and back-up call weeks. This eight and one-half (8.5) hour call-out bonus day shall be divided between the primary and back-up weeks with four and one-quarter (4.25) hours for primary week and four and one-quarter (4.25) hours for back-up week. The eight (8) hour call-out bonus day for Crime Scene shall be divided between his/her two (2) week on-call status with four (4) hours for the first week and four (4) hours for the second week.

The Parties further agree that members of the Fatal Crash Investigation Team shall receive a four (4) hour call-out bonus day for his/her primary week. An Employee working a four (4) and two (2) schedule with eight and one-half (8.5) hour shifts shall receive a four and one-quarter (4.25) hour call-out bonus for completing his/her primary week.

Section 4. At the start of each new year, active specialty team members will receive on-call time according to the schedule below:

EST	4 days
CRT	4 days
EOD	2 days
PIO	2 days

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

This added time will be in accordance with the team member's regularly assigned shift (8 hours or 8.5 hours). This is done in the good-faith belief that each team 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 sixty percent (60%), he/she forfeits his/her above scheduled days of on-call time the following year. Team members who are injured or ill for prolonged periods of time may be excluded from the sixty percent (60%) attendance requirement if there was not an opportunity for them to achieve a sixty percent (60%) attendance rate. Team members who receive this mandatory on-call compensation must all hours earned, in the given calendar year, prior the Non-FLSA paydown of the subsequent year. If any hours earned under the terms of this Section 4 are not used prior to the Non-FLSA paydown of the subsequent year, those hours will be forfeited by the team member. 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.

Article 41 – Court Time Compensation / Pre-Trial Compensation.

Section 1. Employees who are required to attend Court or Pre-Trial Conferences in Allen County, Indiana during hours outside of his/her on-duty hours shall be compensated in the following manner: Officers shall receive a minimum of one (1) hour for time spent in Court or Pre-Trial, even if the actual time is less than one (1) hour. This shall be paid on a per appearance basis and not per subpoena. All Court time and Pre-Trial 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 (1/4) hour.

Section 2. Employees who are required to attend Court or Pre-Trial Conferences outside of Allen County, Indiana during hours outside of his/her on-duty hours shall be compensated as set forth in Section 1 above but he/she will also receive pay for the time spent traveling to and from the appearance at a rate of one and one-half (1.5) his/her normal rate of pay.

Article 42 – Training Bonus.

Section 1. While engaged in training, a training officer or alternate or other as defined below shall receive two (2) hours of pay for each day of training.

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

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

Section 4. No Critical Intervention Team (C.I.T.) bonus shall be paid by Employer upon fifty percent (50%) of bargaining unit Employees completing the forty (40) hour certified training course.

Article 43 – Vacations.

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

Years of Service to Be Completed During Calendar Year	Vacation Days Per Year
0 - 6 months probationary period	None
6 months thru 1 year	7 days
1 year thru 3 years	12 days
4 years thru 5 years	18 days
6 years	19 days
7 years	20 days
8 years	21 days
9 years	22 days
10 years	23 days
11 years	24 days
12 years	25 days
13 years	26 days
14 years	27 days
15 years	28 days
16 years	29 days
17 years	30 days
18 years	31 days
19 years	32 days
20 years	34 days

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

Section 3. During January of each calendar year, Employees may make two (2) individual requests from four (4) to fifteen (15) days for those on a five-two rotation and two (2) to sixteen (16) days for those on a four-two rotation. The days taken must be consecutive vacation days taken during the calendar year ("Preferential Bid"). Should two (2) Employees submit requests for the

same consecutive vacation days, the request submitted by the most senior Employee shall be honored. Requests submitted pursuant to this Section shall be awarded as follows: all primary bids shall be awarded pursuant to seniority; and, subsequent to the awarding of all primary bids, secondary bids shall be awarded by seniority. If an Employee's primary and secondary bids are denied, said Employee shall have the right to submit one (1) additional primary bid to be awarded pursuant to minimum count. The Employee shall be required to submit such bid within fourteen (14) days of the denial of his/her first two (2) bids. Once approved, such request shall continue to be honored regardless of transfer, and may not be changed or rescinded without the written permission of the Chief of Police or his/her representative.

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

B. After fifteen (15) days, vacations shall be granted on a first come-first served basis. Vacation requests of two (2) or more days shall be granted for the entire block of time requested.

Section 4. Employees shall be permitted to use vacation, personal days, or holidays (where applicable) during a year without advance notice, provided the Employee's supervisor is notified before the Employee is scheduled to report for work, and the minimum number of personnel on the shift is maintained. Vacation days may be taken one (1) hour at a time, provided the minimum number of personnel on the shift is maintained.

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

Article 44 – Personal Days.

Section 1. Employees shall be entitled to ten (10) personal days per year to use at their discretion, subject to minimum count. Personal time may be taken one hour at a time.

Article 45 – Bereavement Leave.

Bereavement leave shall be granted as follows:

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

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

C. Three days, exclusive of days off, in the event of the death of an aunt, uncle, spouse's aunt, spouse's uncle, niece, nephew, spouse's niece, spouse's nephew, brother-in-law, sister-in-law, or spouse's grandparent.

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 as either vacation or personal days, not subject to minimum counts, for up to five (5) days.

E. In the event an Employee requests additional days, up to four, or days to complete a work rotation off he/she shall be granted such time, not subject to minimum count, when the Employee has sufficient unused personal days, vacation days, or FLSA/Non-FLSA hours to take such days.

F. Bereavement leave will begin no later than the day of the viewing/memorial/celebration of life of the family member. Documentation of the death must be provided by the Employee upon the request of the Employer. The bereavement days outlined in this Article 45 must be taken consecutively by the Employee.

Article 46 – Family Medical Leave and Paid Parental Leave.

Section 1. Family medical leave will be in accordance with the Family Medical Leave Act of 1993, as amended, and the regulations promulgated thereunder (www.dol.gov/whd/fmla).

Section 2. Employees shall be entitled to Parental Leave as outlined in Special Ordinance No. S-94-18. Irrespective of an Employee's work schedule, each Employee shall receive fifteen (15) days of parental leave.

Article 47 – 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 who are absent because of service in the National Guard or United States Reserve of over fifteen (15) consecutive days shall not count or negatively impact the shift count in their Division, Section, or Working unit.

Section 6. Employees may use their annual allotted military days, vacation days, personal days, or FLSA and Non-FLSA time to meet their military obligation(s).

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

Article 48 – Earned Time Carryover.

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

Employees who have in excess of four hundred (400) hours of Non-FLSA hours at the end of the calendar year, to include all carried over time from the previous year, shall be paid down to the four hundred (400) hours by February 28th of the following year. Employees shall be paid at their current rank, but at the previous year's hourly rate. Earned time and the use of same shall be subject to applicable Federal and State laws.

Article 49 – Transfer of Non-FLSA Time.

An officer 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 Employee. 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.

Article 50 – Sick Leave/Disability/Cost of Care for Injury or Illness Contracted in Performance of Duty.

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

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

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

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

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

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

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

Article 51 – Life Insurance/Death of an Employee.

Section 1. The Employer shall provide life insurance for all active Employees with a face value equal to the Employee's annual salary. The life insurance shall include a quadruple indemnity provision; i.e., payment of four (4) years' salary, for accidental death, whether on or off duty. For purposes of this Article, annual salary shall mean the Employee's base wage plus longevity for the year of death. This benefit is not available to retired Employees.

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

Section 3. The surviving spouse and dependent children of any Employee who dies while on duty or acting "under the color of law" while off duty, regardless of the Employee's years of service, shall be provided health insurance at no cost to them paid for by the City. The policy granted shall be the same as that carried by the Employee at the time of his/her death. However, in the event the City discontinues the specific plan offered, the surviving spouse shall be permitted to enroll in available plan which most closely resembles, in benefit options, to the plan in which he/she was previously enrolled. This coverage shall remain in effect until the widow/widower reaches Medicare age, and in the case of children, until the age of twenty-six (26).

Section 4. The surviving spouse and dependent children of any Employee who dies while employed, and has reached an eligible time to retire (more than twenty (20) years of service), shall be provided health insurance at no cost to them paid for by the City. The insurance plan shall be the lowest deductible plan. However, in the event the City discontinues the specific plan offered, the surviving spouse shall be permitted to enroll in an available plan which most closely resembles, in benefit options, the plan in which he/she was previously enrolled. This coverage shall remain in effect until the widow/widower reaches Medicare age, or in the case of children, until the age of twenty-six (26).

Article 52 – Retirement/Resignation.

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

Section 2. Upon retirement, the Employee retiring shall receive compensation, at the current hourly rate of the Employee at his/her date of retirement, for all vacation and holidays, all personal days, all FLSA time and all Non-FLSA time in its entirety.

Section 3. Any Employee who leaves the Fort Wayne Police Department with twenty (20) or more years of service or retires with a medical pension regardless of his/her years of service shall be offered the opportunity to purchase his/her service sidearm for Twenty-Five and 00/100 Dollars ($25.00). This Section 3 shall not be applicable to any Employee who is prohibited by law from possessing a firearm or whose employment is terminated for cause by the Employer.

Section 4. Employees resigning, going on an approved leave of absence, or being suspended in excess of thirty (30) consecutive calendar days during a given year will be credited with one-twelfth of the total number of vacation and personal days for which they are eligible for each month in which they have worked.

Section 5. Employees who retire under the terms of any of the recognized retirement programs with a minimum of twenty (20) years of service with the Fort Wayne Police Department shall have their insurance premiums contributed/paid for by the Employer. The insurance plan shall be the lowest deductible plan and will remain in effect until the retiree is eligible for Medicare/Medicaid. If the Employee has a spouse at the time of retirement and that spouse is to be covered under this provision, the spouse's coverage shall continue until the spouse becomes eligible for Medicare, even if the Employee becomes eligible for Medicare at an earlier date. Dependents of the Employee shall be covered under the above provision as long as eligibility is maintained by the Employee. In the event the Employer discontinues the specific plan in which the Employee is enrolled, the Employee shall be permitted to enroll in the available plans and will accept the plan which most closely resembles, in benefit options, the plan in which the retiree was previously enrolled. For Employees hired after January 1, 2014, retiree health insurance premiums are fully funded by the pay scale set forth in Addendum A, Section 2, and secure insurance at no cost upon retirement with twenty (20) years or service or more with the Fort Wayne Police Department.

Article 53 – Safety.

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

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

Section 3. Bicycle Patrol(s):

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

Section 4. Service Weapon(s):

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

Section 5. Ammunition:

The Employer shall provide all ammunition needed and necessary for the performance of duties. Ammunition for on-duty use shall be of high quality. Practice ammunition will be provided by the Training Division for use during open range or scheduled training prior to open range. Open range opportunities will be offered monthly or as training schedules permit, and open range opportunities will be offered on all Shifts including "C" Shift.

Section 6. Hazard Duty Pay. The City of Fort Wayne may offer Employees additional compensation for working in hazardous conditions.

Article 54 – Severability Clause.

Section1. Should any Article, Section, Addendum, or portion of this Agreement be held unlawful, invalid, unenforceable, or to be in conflict with applicable Federal, State, or local law by any court of competent jurisdiction, the remainder of the Agreement and its addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article, Section, Addendum.

Article 55 – Duration and Change.

Section 1. This Agreement shall become effective at 12:00 a.m., January 1, ~~2026~~2027, and shall remain in full force and effect until 11:59 p.m., December 31, ~~2026~~2028. The provisions of this Agreement shall be binding upon the Employee, and any other than form of consolidated government which includes the Employer.

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

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

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

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

Dated this _____ day of _____, 202__.

FOR THE CITY:

Sharon L. Tucker, Mayor

Paul J. Smith
Chief of Police

Tim L. Selvia
Assistant Chief of Police

Malak Heiny
City Attorney

FOR THE PBA:

Stephen R. Ealing
President

Manuel E. Aguilar
Vice-President

John D. Drummer
Secretary

Craig R. Kiger
Treasurer

Adam M. Henry
PBA Attorney

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

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

An Employee shall become a "First-Class Patrol Officer" after completing his/her second year of service with the Department.

Beginning January 1, ~~2026~~2027, the salary of a First-Class Patrol Officer shall be increased by an amount equal to three percent (3.0%) of the ~~2025~~ 2026 base salary of a First-Class Patrol Officer. Beginning January 1, 2028, the salary of a First-Class Patrol Officer shall be increased by an amount equal to three percent (3.0%) of the 2027 base salary of a First-Class Patrol Officer. Employees shall be responsible for paying his/her six percent (6%) 1977 Pension Fund contribution. The Employee's six percent (6%) contribution shall be accomplished by way of payroll deduction.

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

An Employee participating in the police academy shall be referred to as a "Recruit". The salary of a Recruit shall be ninety percent (90%) of a First-Class Patrol Officer as established in Addendum A, Section 1. An Employee shall hold the rank of "Probationary Officer" for his/her first year of service with the Department. The salary of a Probationary Officer shall be ninety percent (90%) of the base pay of a First-Class Patrol Officer as established in Addendum A, Section 1.

An Employee shall hold the rank of "Patrol Officer" for his/her second year of service with the Department. The salary of a Patrol Officer shall be ninety-five percent (95%) of the base pay of a First-Class Patrol as established in Addendum A, Section 1.

This pay scale set forth herein secures premium free retiree health insurance in accordance with Article 52, Section 4.

Section 3. **Longevity Pay:**

All Employees shall be paid a longevity bonus upon the completion of their second year of service and in every year thereafter according to the longevity schedule set forth in this Section 3 of Addendum A. The longevity premium shall be paid in the paycheck issued that covers the pay

period within which the officer's date of rank (longevity date) falls, based upon the years in rank the officer will achieve during that particular year. However, for Employees with a date of rank in the month of December, they shall be paid their longevity payment on the last paycheck in the month of December in the year that it is due. This will require the Employee to remain active until he/she actually earns his/her longevity premium.

Longevity Schedule for ~~2026~~2027 and 2028	
Year of Service	Longevity Bonus
2	$1,500.00
3	$1,500.00
4	$1,500.00
5	$2,000.00
6	$2,100.00
7	$2,200.00
8	$2,300.00
9	$2,400.00
10	$2,500.00
11	$2,600.00
12	$2,700.00
13	$2,800.00
14	$2,900.00
15	$3,000.00
16	$3,100.00
17	$3,200.00
18	$3,300.00
19	$3,400.00

20+	$10,000.00

Section 4. **Clothing Allowance:**

Patrol Officers and First-Class Patrol Officers, as those terms are defined in Addendum "A", Section 1 and Section 2, shall receive an annual Clothing Allowance in the amount of $200.00, to be paid on or before April 30 of each year.

Section 5. **Shift Premium:**

All Employees assigned to, or bid to, B-Shift shall receive a shift premium of $3,300.00 per year. Shift premiums shall be added to the Employee's regular earnings for each pay period.

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

Section 6. **Detective Pay:**

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

Section 7. **Special Duty Pay:**

		Per Year
A.	Homicide Team/Crime Scene Employees	$650
B.	Emergency Services Team	$650
C.	Bomb Squad	$650
D.	Critical Response Team	$650
E.	Fatal Traffic	$650
F.	Public Information Officer	$650
G.	Public Safety Response Team	$650
H.	Air Support Unit	$650
I.	K-9 Unit	$650

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

Section 8. **Health Insurance:**

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

CATEGORY OF COVERAGE

Employee only

Employee plus spouse(secondary)

Employee + 1 primary (spouse or child)

Employee + family without spouse

Employee + family (Spouse secondary)

Employee + family (Spouse primary)

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

Section 9. **Dental Reimbursement:**

The Employer agrees that dental insurance benefits offered by the Employer shall be extended to all Employees. In the event an Employee meets his/her annual dental benefit allowed by the plan, the Employer agrees to reimburse the Employee for up to two (2) cleanings per year; two (2) examinations per year; one (1) x-ray per year; fluoride treatment(s); and, full digital imaging or x-ray of the bite, for the Employee and all eligible dependents. In the event that dental insurance benefits are not offered by the Employer to all Employees, the Employer agrees to reimburse the deductible dental plan that includes two (2) cleanings per year, two (2) examinations per year, one (1) x-ray per year, fluoride treatment(s), and full digital imaging or X-ray of the bite, for the Employee and eligible dependents.

Section 10. **College Degree and Military Pay:**

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

Military pay shall be paid to any person who is a Veteran (other than a dishonorable discharge) or is actively serving in the United States Reserves or National Guard. An Employee shall only receive a yearly payment for Military (Section 10 B) or College Degree Pay (including Section 10 A, C, D, E) but not for both.

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

Section 11. **Tuition Reimbursement:**

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

Section 12. **Retirement Insurance:**

Employees may continue to participate in the City's group health insurance plans following his/her retirement until the retiree becomes eligible for Medicare without making any co-payments for coverage, subject to the following conditions:

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

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

An Employee who retires by way of a medical disability pension shall immediately receive credit as though he/she served twenty (20) years.

The surviving spouse and dependent children of an Employee who dies while actively employed with the City shall be provided health insurance at no cost to them. The insurance plan shall be the lowest deductible plan. This coverage for the surviving spouse shall remain in effect until he/she is eligible for Medicare, or in the case of a dependent child(ren), until the age of twenty-six (26).