

**PREAMBLE**

This agreement is made and entered into this 2<sup>nd</sup> day of December, 2011, by and between the City of Fort Wayne, Indiana the “Employer” and the Fort Wayne Patrolmen's Benevolent Association, Inc. the “Union” and under the authority of Special Ordinance No. S-156-78 (the "Police Officers and Firefighters Arbitration Ordinance"), currently codified in Sections 20-117/20-129.

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

**WITNESSETH:**

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

**ARTICLE 1 – GLOSSARY**

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

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

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

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

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

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

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

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

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

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

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

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

**Shift:** A scheduled period of work or duty.

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

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

## **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 City and to be represented by a labor organization, currently the Union, as selected by the majority of the Employees with respect to Factors. Factors are defined as, Wages, hours of employment, fringe benefits, and working conditions.

### **ARTICLE 3 - RECOGNITION**

Section 1. Recognition of Union: 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 City.

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

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

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

### **ARTICLE 6 - PERSONNEL POLICY**

The City of Fort Wayne's Personnel Policy shall govern in matters not specifically addressed in this Agreement.

## **ARTICLE 7 - POLICE OFFICER'S BILL OF RIGHTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. If an officer 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 officer will be compensated for time spent in the interview or questioning, in addition to one (01) of travel time.

Section 8. No Employee shall have any comment adverse to his/her interest entered in his/her personnel file, or any record kept at his/her place or unit of employment or any other place recording such comments by any person, without the Employee having first read and signed the instrument containing the adverse comment indicating he is aware that such comment is being placed in his/her personnel file or other place of recordation of such comments, except that such entry may be made if, after reading such instrument containing any adverse comment, the Employee refused to sign it. A witness shall thereafter note that such officer was presented with the opportunity to read and sign

such instrument and refused to do so. Nothing in this provision shall apply to notes and records compiled by an investigator during the course of an investigation of an Employee provided, however, that upon completion of the investigation, the Employee shall have access to all notes and records of the investigation.

Section 9. A Employee shall have fifteen (15) working days within which to file a written response to any adverse comment entered in his/her personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

Section 10. Before the questioning of any Employee as a result of a complaint by a citizen, that citizen shall be required to sign a statement clearly stating the allegation, a copy of which shall be provided to the officer at the time said officer is directed to report for questioning.

Section 11. No Employee shall be required or requested for purposes of job or other personnel action to disclose any item of his/her property, 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 Employees, or
- C. Such income is public record.

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

Section 13. No Employee shall be discharged, disciplined, demoted, transferred or denied promotion or reassignment or otherwise discriminated against in regard to his/her employment, or be threatened with any such treatment by reason of his/her lawful exercise of his/her constitutional rights or the rights granted under this Article.

Section 14. An Employee may inspect his/her personnel file and may be accompanied by a designated union representative, which may include an attorney. Any alleged discrepancies shall be brought to the attention of the Personnel Administrator for adjustment. If the matter is still unresolved, it shall be subject to the grievance procedure.

Section 15. No Employee shall be compelled to submit to a polygraph examination, voice stress analysis or other truth detection device against his/her will, nor

shall voice stress analysis or other truth detection devices be unknowingly used during the course of an investigation of an Employee. No disciplinary action or other recrimination shall be taken against an Employee refusing to submit to a polygraph examination, voice stress analyzer, or other truth detection devices. No comment or notation shall be entered anywhere in the investigator's notes or anywhere else that the police officer refused to submit to a polygraph examination, voice stress analysis or truth detection device or that voice stress analysis or other detection device was unknowingly used.

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

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

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

## **ARTICLE 8 – PROTECTION OF BARGAINING UNIT WORK**

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

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

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

## **ARTICLE 9 - JOB ELIMINATION - LAYOFF - RECALL**

**Job Elimination:** If an Employee's position is eliminated, the Employee will exercise seniority on available, unfilled positions and have immediate bidding rights. If a position which was eliminated is re-established within six (6) 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, Motorcycle, and Crime Scene positions or any other future specialized unit.

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

Should the City find it necessary to lay off Employees, it shall give the Union notice not less than four (04) weeks prior to the effective date of the layoff of the initially affected Employee. The City will inform the Union of the nature of the layoff within three (3) working days of the notice. The City, at this meeting, shall provide the Union with a current seniority list of the bargaining unit.

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

## **ARTICLE 10 - MANAGEMENT RIGHTS**

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

The Employer, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement which limit and restrict these defined Employer rights. Therefore, the Employer agrees that in exercising the rights herein, nothing shall be construed or applied in any manner which negates, modifies, or supersedes the rights of Employees, or the Union, where such rights are expressly set forth in this Agreement. However, nothing in this Agreement shall be construed to limit the authority of the Chief and the Board of Safety to exercise statutory powers to discipline other than the provisions of Article 11, Section 2 and Article 07.

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. It is agreed that 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 the Employees covered by this Agreement 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 and the Union agree that 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. The Employer further agrees that any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963, Executive Order 11246 as

amended by 11375, and the Age Discrimination in Employment Act of 1979, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement.

#### **ARTICLE 12- UNION SECURITY**

Section 1. The City recognizes the benefit of a professional union representing its Employees. Therefore, the police department shall be considered a "union shop." Individuals do not have to be union members to be hired, but will be required to join the union after a designated grace period.

Section 2. It shall be a condition of employment that all Employees covered by this Agreement who are members of the Association in good standing on the effective date of this agreement shall remain members in good standing. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its effective date shall, on or before the thirty-first (31<sup>st</sup>) day following the beginning of such employment, become and remain Employees in good standing of the Association.

Section 3. The City recognizes as valid, fair, and equitable the Union's claim that all Employees have an obligation to pay dues 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. The City shall inform the Union of all Employees who refuse to sign such an authorization form or who revoke an executed form.

Section 4. The Union, on its own and not on behalf of the City, may take such action as it may deem appropriate to collect its dues from those Employees who refuse to authorize payroll deductions for or who otherwise refuse to pay the dues.

Section 5. A new Employee may refrain from joining the union on the grounds of him/her being a religious objector. The religious objector exception, **as spelled out in Section 19 of the NLRA**, only applies to persons who are Employees of and adherents to "established and traditional tenets and teachings of a bona fide religion, body or sect which has had historically held conscientious objections to joining or financially supporting labor organizations." If a worker qualifies as a religious objector, the individual will not be forced to join or pay dues to the union. However, he/she shall pay

to a non-religious, non-labor, charity selected by the Union Board a sum equal to the dues and fees which are required of Employees.

Section 6. It is understood and agreed that the Union shall indemnify the Employer from and against any liability, actions, or cause of action that may result with respect to the provision of this Article, Article Twelve (12).

### **ARTICLE 13 - DUES DEDUCTION**

Section 1. The Employer will accept assigned dues deduction authorization by any Employee, covered by this Agreement, as equivalent to a continuing voucher by such Employee in the amount of monthly dues, or initiation fees or assessments uniformly required to 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 (20th) day of the month in which the deductions were made and shall include all deductions made in that month. The Employer shall furnish, with the deductions remitted, an alphabetized listing of each Employee for whom a deduction is made showing the exact amount of each respective deduction made.

### **ARTICLE 14 - BARGAINING UNIT INFORMATION**

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

### **ARTICLE 15 - UNION REPRESENTATION**

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

Section 2. The Employer will recognize four (4) bargaining committeemen, one (1) of whom shall be designated as chairman of the committee. Negotiations shall be held during normal shift business hours of the Employer. Time spent in meetings set up 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 workday for each such meeting day. Thereafter, such time spent by these individuals shall be compensated on an hour to hour basis. The employer will accommodate the Union with respect to time off to participate in negotiation sessions.

Section 3. Representatives of the Union shall be chosen from its members who are employed by the Employer for the purpose of this paragraph, "Employee" is defined as a person who is in the bargaining unit. 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 – ASSOCIATION PRESIDENT**

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

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

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

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

Section 5. The President of the Association shall continue to participate in weapons qualification(s) and any legally-mandated training. The Employee, President, shall also continue to conform to Employer rules, regulations, and grooming standards that are not inconsistent to union activities.

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

Section 7. Once the Employee takes office as the Association President, he/she will remain at the pay level they were entitled to, concerning shift differentials and special duty pay(s). However, it is expressly understood that the President shall be entitled to any annual wage increase received by other Employees of the Association. The President may continue to exercise his/her Bid rights, but will not collect extra

pay/compensation by doing so. He/she shall also continue to be afforded all rights and privileges provided to other Employees of the department.

#### **ARTICLE 17 - UNION TIME BANK**

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

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

Section 3. Elected Board Members conducting legitimate union business may use union time bank hours even if minimum count(s) would be impacted, so long as the request for such time is made at least fifteen (15) days prior to the date(s) requested off. If an Elected Board Member (not an Executive Board Member) needs to use union time bank time within the fifteen day time period of the day off, it shall be subject to minimum count(s).

#### **ARTICLE 18 – LABOR MANAGEMENT COMMITTEE**

The Police Administration and the Association 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 Administration and the Association 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 (01) Deputy Chief, the Association President and one (01) Executive Board Member of the Association, usually the Vice-president. Union counsel and the City's labor counsel may also attend as ex-officio members of the Committee.

**ARTICLE 19 - BULLETIN BOARD**

Section 1. The Employer agrees to furnish a sealed bulletin board located in each of the buildings(s) where Employees normally work for the use of the Union for posting of matters relating to Union meetings and other Union matters. All such notices by the Union shall be signed by an authorized Union representative.

Section 2. With the increased use of electronic and technological means of communications the Employer agrees that the Union may utilize department e-mail, in-car messaging, and video technology to disseminate Union information.

**ARTICLE 20 - UNION'S RIGHT TO ADDRESS RECRUIT CLASSES**

Section 1. The Union shall have the right to address each new recruit class during training. This time shall be established as a regular part of the training schedule and be at least a minimum of one (01) hour.

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

**ARTICLE 21 - GRIEVANCE AND ARBITRATION**

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

Section 2. Grievance Limitations: If more than one Employee has the same grievance, two (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, representing all Employees with the same grievance. 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 filled 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 (05) 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 Director of Personnel or his/her successor. The Director of Personnel and 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 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 fourth in Section 3, Steps 1 through 6, may be extended by mutual agreement of the parties. Failure of the party charged to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the aggrieved party to process the grievance to the next step within the time limits shall constitute a basis for the party charged to deny the grievance.

## **ARTICLE 22 - SENIORITY**

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

**Section 2. Probationary Employees:** All new appointees and laterals shall be considered probationary Employees for the probationary period established by the Board of Safety pursuant to I.C. 36-8-4-12. This period is generally understood to be twelve (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 (6) months unless the Union consents in writing. Probationary Employees shall be excluded from the bidding procedure during the first six (6) month period of their probation or any extension of their field training by the Chief. This limitation on bidding does not limit the authority of the Chief and the Board of Safety to establish periods of probationary appointments under I.C. 36-8-4-12.

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

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

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

- A.** Quits and is not reappointed within a period of six (6) months after the date of resignation;
- B.** Is laid off for a period of twelve (12) 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 City shall provide the Union with a copy of an updated seniority list after appointment of each new class or Employee.

## **ARTICLE 23 - JOB TRANSFERS, OPENINGS and BID PROCEDURES**

**Section 1. Job Vacancies:** An opening occurs, for bidding purposes, through normal attrition, promotion, or other vacancies. Eligible Employees shall be entitled to bid on any opening in any and all divisions of the Fort Wayne Police Department and the

job shall be awarded on the basis of seniority, subject to the limitations of exempt position(s).

**A.** If a bid position is vacated by an Employee who leaves to go to another position; the vacated bid position shall be posted for bid no later than sixty (60) calendar days after it was vacated, unless the Union is notified that the position is eliminated.

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

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

(1) Uniform Patrol services within a Division;

**N/W Division:**

“A” District = one (01)

“B” District = one (01)

“C” District = one (01)

**S/W Division:**

“I” District = one (01)

“J” District = two (02)

“K” District = one (01)

**N/E Division:**

“E” District = two (02)

“F” District = two (02)

“G” District = two (02)

**S/E Division:**

“M” District = two (02)

“N” District = two (02)

“O” District = one (01)

(2) There are three (03) Union Bid patrol cars in “E” and “F” Districts, on each shift, as of December 31<sup>th</sup>, 2004. The Employees bid into those cars shall be grandfathered into Union Bid cars until they vacate their specific union 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.

**E.** Posted openings (including but not limited to K-9, Crime Scene Technician, motorcycle, hit-skip, mounted patrol[if reinstated], and traffic[if reinstated]) shall be bid within the respective unit before being bid Department wide.

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

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

**H.** All job vacancies/bids are considered to have been successfully awarded on the posted date the new position is scheduled to begin. Bids that have been awarded and are rescinded within fifteen (15) days of the posted start date may be awarded to the next senior person.

**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 (1) department wide bid, the more junior Employee may be required to fill the open job.

**Section 2. Job Bidding:** Bid Procedure: Bids shall be posted and remain open on all Police Department bulletin boards for seven (7) consecutive calendar days for department-wide bids, and five (5) consecutive calendar days for intra-shift bids. Persons

to accept bids will be the Shift Commanders. Employees must bid in person by signature and shall receive a receipt to show that a bid has been placed. The Employee will retain the original and the shift commander or commander of the day issuing the receipt shall forward the copy along with the bid at the time the bids close to the Chief of Police or his designee.

An Employee may remove his/her name from the bid by appearing in person to the Shift Commander during working hours with his/her receipt during the seven (7) 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 anytime 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 (3) jobs simultaneously. An Employee may not exercise bidding rights while under departmental suspension in excess of thirty (30) 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 an unlimited number of primary bids. Successful secondary bids will not impact primary bid rights. It is agreed that for purposes of secondary job bid rights, motor districts, etc., those Employees presently assigned to specific jobs shall be grand fathered into their positions.

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 a bid under this Article shall have the right, within fifteen (15) calendar days from the first day on the job to decide whether or not to return to his/her previous primary/secondary bid/job. It is understood that the Employer may use temporary assignments for those positions that

need to be filled within such 15-calendar-day period. The Employee, shall have his/her final evaluation before his/her fifteenth (15th) calendar day, or within fifteen (15) calendar days after successful completion of specified training as stated in the job bid. A 30-calendar-day extension shall be granted either side upon written notice, and both sides' rights will also be extended. If, as a result of such evaluation, the Employer reasonably believes that the Employee is not able to perform satisfactorily or is unable to perform, the Employee will return to his/her former primary/secondary bid/job, and will retain all bid rights. The Employee has the right to dispute management's evidence and appeal the decision to the Board of Safety.

#### **ARTICLE 24 – MOTORCYCLE OFFICERS**

Section 1. The Employees bid into a Motorcycle position shall fall under the command of the N/W Division's Deputy Chief, or the Traffic Division if reinstated.

Section 2. Openings within the Motorcycle section shall be bid within the motorcycle section before being bid Department wide.

Section 3. Bidding: Motorcycles will be assigned to the uniform patrol sections of the four (04) Divisions on A and B shifts and shall be bid each time as a Primary Bid only. The motorcycles are unique positions 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 4. Motorcycle officers/units shall work the four (4) days on and two (2) days off schedule, at eight and one-half (8.5) hours per shift.

Section 5. Motorcycles shall count towards the Special Assignments on the respective shifts when assigned to do selective enforcement, etc., and are not primarily answering radio calls for service. Motorcycles shall only be ridden from April 1 through October 31 of each year or at any other time between November 1<sup>st</sup> and March 31<sup>st</sup>, at the option of the Employee assigned to that position. The Employees who are awarded the

bid positions shall retain their take home vehicles all year even when assigned to the motorcycle.

Section 6. Motorcycle officers shall be required to work specific events which fall outside their normal shift hours. These events shall include, but not be limited to parades, specific holidays, funeral and/or dignitary escorts. Motorcycle Command shall make every effort to notify Motorcycle personnel of any upcoming event as soon as possible. These events, worked outside of shift, shall be compensated at a rate of time and one-half (paid compensation). Any Motorcycle officer working on his/her regularly scheduled day off as a result of the application of this section shall also receive an additional day of compensatory time (8.5 hours) for each regularly scheduled day off worked.

Section 7. If at any time during this Agreement the motorcycle positions are eliminated the Employee(s) will be returned to the open billet, generally defined as B shift Uniform.

## **ARTICLE 25 – K-9 OFFICERS**

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

Section 2. Only Employees with less than twenty (20) years of service on the department will be considered for a K-9 position. Employees already in the K-9 program, or bidding for a position as a K-9 officer held within the prior year (12 months) from an abolished position shall be exempt from sections 2 and 3 of this Article.

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

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

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

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

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

Section 4. Bidding: K-9 positions will be assigned to the uniform patrol sections of the four (04) Divisions on A, B, and C shifts and shall be bid each time as a Primary Bid only. The K-9 officer(s) are unique positions 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 officer will submit a sheet for four (4.0) 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 City and the Union agree that at a minimum, there shall be one (01) K-9 officer bid for the North side and (01) K-9 officer 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 Employee(s) will be returned to the open billet, generally defined as B shift Uniform.

#### **ARTICLE 26 – HIT-SKIP OFFICERS**

Section 1. The Employees bid into Hit-Skip shall fall under the command of the N/W Division's Deputy Chief, or the Traffic Division if reinstated.

Section 2. There shall be at least three (03) Hit-Skip officers/investigators.

Section 3. The normal week for the current Hit-Skip officers shall be a fixed schedule of four (4) days on and three (3) days off at ten (10) hour shifts. Wednesday shall be established as the pivot or swing day. However, any Employee bidding into Hit-Skip after December, 31<sup>st</sup> 2004 shall work a five (5) days on and two (2) days off, Monday through Friday schedule, at eight (8) hour per shifts.

Section 4. Hit-Skip officers may be required to work specific events which fall outside their normal shift hours. These events may include, but not be limited to parades, specific holidays, funeral and/or dignitary escorts. Hit-Skip command shall make every effort to notify Hit-Skip personnel of any upcoming event as soon as possible. These events, worked outside of shift, shall be compensated at a rate of time and one-half (paid compensation). Any Hit-Skip officer working on his/her regularly scheduled day off as a result of the application of this section shall also receive an additional day of compensatory time, (10 Hours) or (8.0 hours) for each regularly scheduled day off worked.

Section 5. Due to the investigative nature of the Hit-Skip section, any Employee bid into Hit-Skip shall receive the Detective bonus. The bonus shall be \$500.00 per year and added to the Employee's regular earnings each pay period.

#### **ARTICLE 27 – CRIME SCENE OFFICERS/TECHNICIANS**

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

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

Section 3. The normal week for the current Crime Scene officers shall be a fixed schedule of four (4) days on and three (3) days off at ten (10) hour shifts. Wednesday shall be established as the pivot or swing day. However, any Employee bidding into Crime Scene after December, 31<sup>st</sup> 2004 shall work a five (5) days on and two (2) days off, Monday through Friday schedule, at eight (8) hour per shifts.

Section 4. The successful bidder, after a department wide bid, 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. Any Employee leaving a Crime Scene Technician position, during this Agreement, for reasons cited in section four (04) of this Article, or the elimination of a position shall be assigned to the open billet, generally defined as B shift Uniform.

#### **ARTICLE 28 - STAFFING FOR SPECIAL EVENTS**

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

The Chief shall bid any special events at least forty-five (45) days in advance of 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 1<sup>st</sup> 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 18<sup>th</sup> 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 (2) during the time period that a Special Event is taking place.
- B.** By bidding the assignment for work.
- C.** If the procedures outlined in paragraphs A and B are inadequate to secure sufficient staffing for the Special Event as determined by the Chief, then department-wide union inverse seniority shall be utilized to provide staffing levels established by the Chief.
- D.** Only the Employees working in an undercover capacity, within the Vice and Narcotics are exempt from inclusion in the inverse seniority selection process.
- E.** Employees who work such events, either by bid or inverse, shall receive paid time and one-half (1.5).
- F.** Any Employee working a Special Event on a holiday will receive the holiday premium compensation instead of the Special Event compensation in pay.
- G.** Any Employee assigned to a Special Event by call out shall receive the Special Event compensation pay for actual hours worked.
- H.** To determine the rate of pay for time and one-half (1.5) compensation, the Employee's base salary, shift differential, longevity pay and specialty duty bonuses, shall be divided by 2080.
- I.** Time off shall be granted during all Special Events above minimum counts.
- J.** Bidding to work a Special Event shall be awarded by seniority.
- L.** In an instance where Bicycle certified Patrol officers are used for a portion of a special event's staffing, no more than fifty percent (50%) of the staffing shall be bid as such. I.e. if ten 10 Employees are needed for an event, no more than four (4) shall be bid specifically for Bike Certified

Employees. Bicycle patrols shall always be put out as pairs and in according to the policies and procedures of the Fort Wayne Police Department Bicycle Patrol Policy.

- K.** Any Employee assigned to a Special Event that is required to work beyond his/her normal shift will continue to receive the same compensation that he or she was receiving during his/her shift while working the Special Event, or as provided in Article 41, whichever is greater.

**ARTICLE 29 - TEMPORARY ASSIGNMENT(S)**

It is recognized that 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 which moves an Employee from his/her bid position, at management's discretion. It is further agreed that no more than six (6) temporary assignments will be used at any one time unless agreed to by both the Union and management in writing.

An Employee shall be permitted to serve no more than ninety (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 (01) Employee shall be permitted to serve one hundred-sixty (160) consecutive days at the Fort Wayne Police Academy for the purposes of a instructing a recruit class. This Academy position shall count towards the restriction of six (6) 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. Bicycle patrols shall always work, be assigned, in pairs (two officers).

### **ARTICLE 30 – EXEMPT POSITION(S)**

Section 1. For the duration of the current Agreement, fifteen percent (15%) of the bargaining unit may be assigned, at the discretion of the Chief of Police, so long as the Employee accepts the position, to an exempt position within Vice & Narcotics, S.R.O., the Chief's Complex, NRT, and the Police Academy. All Employees assigned to positions as an S.R.O., NRT, and in the Chief's Complex can be assigned only through the use of exempt positions. Employees shall not be assigned to the Office of Professional Standards, to be used in Internal Affairs capacity. The Chief shall have the discretion to determine the number of exempt positions and the number of bid positions within Vice & Narcotics and the Police Academy.

Section 2. The 15% number shall be determined July 1 of each year, and shall be rounded to the next highest number in the event that the number arrived at using the percentages allotted for each year produces a whole number and any fraction five tenths of a percent (.5%) or greater. If the fraction is less than .5%, the number resulting from the allotted percentages shall not exceed the whole number. This 15% number shall be determined July 1 of each year. Any required reduction of exempt assignments shall be completed by September 1 of the same year.

### **ARTICLE 31 - DISCIPLINE**

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

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

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

#### **ARTICLE 32 – JOB REASSIGNMENT/UNSATISFACTORY PERFORMANCE**

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

#### **ARTICLE 33 – OUTSIDE/OFF-DUTY EMPLOYMENT**

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

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

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

#### **ARTICLE 34 – POLITICAL ACTIVITY**

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

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

## **ARTICLE 35 - POLICE RESERVES**

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

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

Section 3. It is further agreed that the total complement of the Fort Wayne Police Reserves shall not exceed twenty percent (20%) of the total authorized strength of the Fort Wayne Police Department. A copy of the Reserves roster shall be furnished the Union annually.

Section 4. Reserve Officers shall be allowed to exchange work time with full time, sworn uniform officers, in the event his or her shift is at minimum count, or below, and an Exchange of Work Time form has been signed by both Employees and the appropriate shift commander. This exchange with Reserve personnel shall be on a one (01) for one (01) or two (02) for one (01) basis, depending on the classification of the Reserve Officer(s). One (01) class One Reserve officer for one (01) full-time officer or two (02) class Two Reserve officers for one full-time officer.

Section 5. It is also agreed between the Employer and Union that no member of the Fort Wayne Police Reserves shall be permitted use of the Police Reserve uniform, weapon, Police Reserve identification card, or Police Reserve badge for purpose of employment, with or without pay, outside the official operations of the Fort Wayne Police Department or for employment to provide private security to any business, group, or individual within the City of Fort Wayne, with the exceptions of Fort Wayne

Community School P.T.A. functions and City Council meetings. Violations of this section are cause for dismissal from the Reserve force.

### **ARTICLE 36 - HOURS OF WORK**

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

**Section 2.** The normal week for the Traffic Unit, if reinstated, shall be a fixed schedule of four (4) days on and three (3) days off at ten (10) hour shifts. Wednesday shall be established as the pivot or swing day. Until such time Employees bid into Hit-skip, prior to December 31<sup>st</sup>, 2004 shall work on a four (4) days on and three (3) days off schedule. They shall work the hours of 0700 through 1700.

Employees bidding into Hit-skip, after January 1<sup>st</sup>, 2004 shall work a schedule of five (5) days on and two (2) days off, Monday through Friday, at eight (8) hour shifts. The Employees shall work the hours of 0800 through 1600.

**Section 3.** The normal work week for "A" shift (days) and "B" Shift (evenings) in the Investigative Division, shall be five (5) days on and two (2) days off, Monday through Friday, at eight (8) hour shifts. The Employees assigned to "A" shift, Investigative, shall work the hours of 0800 through 1600. The Employees assigned to "B" shift, Investigative, shall work the hours of 1500 through 2300.

**A** **Weekend Duty:** In the event that Employees whose work week is Monday through Friday, in 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.

**B** 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 (2.0) for the day that is the Holiday.

Section 4. The normal work week for the Employees bid into the Crime Scene Section of the Investigative Division, prior to December 31<sup>st</sup>, 2004 shall be four (4) days on and three (3) days off at ten (10) hours per shift, Monday through Friday. The Employees assigned to “A” shift, shall work the hours of 0600 through 1600. The Employees assigned to “B” shift, shall work the hours of 1400 through 0000(midnight). The Employees assigned to “Mid-shift”, shall work the hours of 1900 through 0500.

The normal work week for the Employees bid into the Crime Scene Management Section of the Investigative Division, after to January 1<sup>st</sup>, 2000 shall be five (5) days on and two (2) days off, Monday through Friday, at eight (8) hour shifts. The Employees assigned to “A” shift, shall work the hours of 0600 through 1400. The Employees assigned to “B” shift, shall work the hours of 1400 through 2200. The Employees assigned to “C” shift, shall work the hours of 2200 through 0600.

Section 5. For Employees assigned to exempt positions the hours of work shall be at the discretion of the Chief of Police. These positions include Vice & Narcotics, S.R.O., the Chief's Complex, NRT, and the Police Academy.

Section 6. The Chief of Police shall have the right to temporarily change normal working hours, due to emergency situations.

Section 7. Flex time. When a problem or specific situation arises in a Division it may be addressed by Employees working the Division by flexing their shift time. This shall be accomplished by allowing Employee to “flex” their hours by no more than two (02) hours either at the start or end of their shift. This shall only be done after the Employee, Supervisor, Shift Commander, Deputy Chief, or Chief has developed a specific plan to address the problem or situation.

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

No make work assignments or assignments set into place only for the purpose to allow Employee(s) to flex time, for school(s); child care, sport games, physical fitness, or the like shall be permitted. Nor shall any assignment be allowed if they would impact shift minimum counts. No shift time(s) shall be flexed unless the Employee(s) involved

specifically approves and/or accepts the flexing of their normal shift hours; it is solely the Employee's discretion.

Section 8. Adverse Weather Conditions: When the temperature is below freezing, or weather conditions are such that it would endanger the safety of the Employee, operation of the cycle units and foot patrols shall be suspended during such period of adverse weather.

### **ARTICLE 37 – HIRE BACKS**

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

Section 2. Whenever the, minimum staffing level, within the uniform patrol section, falls below the required minimum level, the Employer shall be required to hire back a sufficient number of patrol officers necessary to bring the staffing level up to the minimum count. The hire backs will start at two (02) below the minimum count. When hire backs are necessary, the Employer shall hire back for full shifts.

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

Section 4. If the level of staffing shall fall below two (02) the minimum count in the uniform patrol shifts of a Division, on a given patrol shift or for weekend duty in the Investigative Division, staffing back to the minimum shall be filled by seniority.

This shall be done by a posted department wide bid(s) if the shortages is in the uniform patrol sections, and known at least 24 hours prior to the need for a hire back.

If the shortage is a short term notice, less than twenty four (24) hour, announcement(s) shall be made by use of the North, South, and Investigative police radio channels, as well as the in car messaging system.

If a staffing shortage(s) occurs in the Investigative Division for weekend duty, it shall be posted Division wide, if known at least 24 hours prior. If the shortage is a short term notice, less than twenty four (24) hour, announcement(s) shall be made in Investigative Division.

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

### **ARTICLE 38 - HOLIDAYS**

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

New Year's Day	Martin Luther King Day
Easter	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Christmas Eve	Christmas Day
New Years 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. Work levels for holidays shall be as established by the Police Chief and shall be filled according to seniority. Employees shall bid for work on such holidays, by seniority, during a thirty (30) day period beginning forty-five (45) days prior to the holiday. Any requests for holiday work after fifteen (15) days prior to the holiday shall be filled on a first come-first served basis.

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

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

Section 3. For holidays worked, Employees shall receive, in addition to regular salaries, the holiday back and be compensated at the rate of paid time and one-half (1.5).

Additional hours worked on a holiday outside of the employee's regularly scheduled shift shall be compensated at the rate of paid double time (2.0) 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 (2.0) for the day that is the Holiday.

Section 5. The following holidays will be classified as Super Holidays, and shall be compensated at the rate of paid double time (2.0) for those actually working the holiday:

- A. Thanksgiving Day;
- B. Christmas Eve;
- C. Christmas Day; and
- D. New Years Eve

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

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

### **ARTICLE 39 - MINIMUM STAFFING**

Section 1. In the best interests of the Employer, the community, as well as the safety of Employees, the Employer will maintain sufficient number of officers within the Police Department and a minimum staffing level for work shifts. It is agreed to, by the Union and the Employer, that 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 5-2 and 4-3 Employees shall be one-half the normal minimum count for all sections involved. Minimum staffing levels will be provided the Union on May 1 and October 1 of each year. The October 1 minimums will show any fluctuating minimum counts for the winter months.

Section 5. Any Employee, covered by this Agreement, who because of service 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 6. For uniform patrol purposes the Shift Commander shall, to maintain minimum staffing requirements, in a uniform patrol section of a Division, on any day, on any shift, fill uniform patrol vacancies by taking the least senior available uniform officer from another patrol section within the uniform patrol section of another Division.

#### **ARTICLE 40 - EXCHANGE OF WORK TIME**

Section 1. All officers shall be allowed to exchange work time with other officers the same like work, i.e. Uniform personnel/Investigative personnel, for any day, or number of hours, except holidays.

Section 2. Any Employee inversed on a holiday may exchange with an Employee who is on a regularly scheduled day off. An Exchange of Work Time form must be signed by both Employees and the appropriate shift commander.

Section 3. Reserve Officers shall be allowed to exchange work time with full time, sworn uniform officers, in the event his or her shift is at minimum count, or below, and an Exchange of Work Time form has been signed by both officers and the appropriate shift commander. This exchange with Reserve personnel shall be on a one (01) for one (01) or two (02) for one (01) basis, depending on the classification of the Reserve Officer(s). One (01) class One Reserve officer for one (01) full-time officer or two (02) class Two Reserve officers for one full-time officer.

#### **ARTICLE 41 - ADDITIONAL WORK/OVERTIME COMPENSATION**

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

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

A. For Employees on a 4-2 schedule (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 (1.5) 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 4-3 schedule (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 (1.5) hours for each hour worked over forty (40) hours during a single work period.

**C.** For Employees on a 5-2 schedule (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 (1.5) 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. compensatory hours used, PBA leave time for other than conventions and seminars attended on behalf of the PBA, and paid holidays. "Hours worked" as used in the FLSA compensation base does not include the following time-off: vacation days, sick days, bereavement leave, or personal days.

Employees who have accrued more than 480 hours of FLSA compensatory time shall be paid cash wages, at the FLSA rate of one and one-half (1.5) times the employee's regular rate of pay, for overtime hours in excess of the maximum set for the work period. However, a employee who has accumulated more than 400 hours of FLSA compensatory time may be required to mark such time off down to 400 hours provided no employee is forced to work a partial shift to accomplish said reduction, and the days off shall be scheduled at the officer's discretion, not subject to minimum counts. Compensatory hours earned for hours worked outside of shift, court time, or other non-FLSA reasons shall not count toward the FLSA maximum of 480 hours compensatory time.

Compensatory time, FLSA or Non-FLSA, may be taken two (2) hours at a time, provided the minimum number of personnel on the shift is maintained.

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

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

Section 4. Any new Employee who becomes covered by this Agreement on or after January 1, 2012, shall not be eligible for compensatory time to compensate for FLSA overtime hours worked. Such new Employee shall be paid one and one-half (1 ½) times the Employee's regular rate for all FLSA overtime hours.

Section 5. Any Employee covered by this Agreement prior to January 1, 2012, shall have the option of making a one-time irrevocable election to receive overtime pay instead of compensatory time for FLSA overtime and also to receive a one-time payment for all accrued FLSA compensatory time in their FLSA compensatory time banks. Employees making such election will be paid one and one-half (1 ½) times their regular rate for all future FLSA overtime hours and will no longer be eligible to receive FLSA compensatory time.

Section 6. Any Employee covered by this Agreement prior to January 1, 2012, shall have the option of making a one-time irrevocable election to receive overtime pay instead of compensatory time for FLSA overtime and may leave all accrued FLSA compensatory time in their FLSA compensatory time banks for future use. Employees making such election will be paid one and one-half (1 ½) times their regular rate for all future FLSA overtime hours and will no longer be eligible to receive FLSA compensatory time.

Section 7. Any Employee covered by this Agreement before January 1, 2012 who does not elect an option set forth in Sections 5 and 6, above, will continue the current practice of accruing and using FLSA comp time.

**ARTICLE 42 - CALL-OUT BONUS**

If called out as a special unit, the 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) compensatory 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) compensatory hour for additional call-outs that occur during the one (1) hour separation.

**ARTICLE 43 - COURT TIME COMPENSATION**

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

- A. Employees shall receive a minimum of one (1) hour for time spent in Court, paid at straight time even if that actual time is less than one (1) hour, per appearance, not per subpoena. For any additional time after the initial first hour, employees shall be paid at double time (2.0) for the actual time spent in Court.
- B. Employees shall receive one (1) hour paid travel time. A minimum of thirty (30) minutes must elapse between the time a court request for pay indicates the end of one case and the time of appearance on another subpoena for a subsequent court appearance on the same day for travel time to be paid for that 2<sup>nd</sup> appearance.
- C. If a court appearance starts or ends during an employees on-duty hours, travel time will not be paid for that appearance.

**ARTICLE 44 - TRAINING BONUS**

Section 1. While engaged in training, a training officer or alternate shall receive one and one-half (1.5) hours of pay for each day of training.

Section 2. 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.

**ARTICLE 45 - VACATIONS**

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

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

Section 2. All vacation days shall be one (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 for from four (4) to fifteen (15) consecutive vacation days to be taken off during the year (“Preferential Bid”). Should two Employees submit requests for the same consecutive vacation days, the request submitted by the most senior Employee shall be honored. 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 or more days shall be granted for the entire block of time requested.

Section 4. Employees shall be permitted to use vacation, personal days, or holidays (where applicable) during a year without advance notice, provided the Employee's supervisor is notified before the Employee is scheduled to report for work, and the minimum number of personnel on the shift is maintained. Vacation days may be taken two (2) 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 15<sup>th</sup> of the current year of his/her intention to sell back said time. Payment will be made the first pay period after January 15<sup>th</sup> of the following year.

#### **ARTICLE 46 - PERSONAL DAYS**

Section 1. Employees shall be entitled to eight (08) personal days per year to use at their discretion, subject to minimum count. Personal time may be taken one (01) hour at a time.

Section 2. Employees will be granted their birthday as an additional day off. This day may be used at any time during the year following the notification procedures listed above. This day must be taken as a whole day, and if it is not used during the year it shall not be carried over as non-FLSA time.

#### **ARTICLE 47 – BEREAVEMENT LEAVE**

Bereavement leave shall be granted as follows:

- A.** Eight (8) days, exclusive of days off, in the event of the death of the following family members: spouse, child, and stepchild.
- B.** Five (5) days, exclusive of days off, in the event of the death of a member's immediate family: parent, step-parent, brother, sister, or grandchild.

- C. Three (3) days, exclusive of days off, in the event of the death of a parent-in-law or grandparent. In the event an Employee request an additional day or days to complete a work rotation off he/she shall be granted such time, not subject to minimum count, when the Employee has sufficient unused personal days, vacation days, or compensatory hours to take such days.
- D. Time off, up to five working days, for funerals of more distant relatives such as, aunt, uncle, brother-in-law, sister-in-law, or spouse's grandparent. Shall be granted, not subject to minimum count or special consideration, when the Employee has sufficient unused personal days, vacation days, or compensatory hours.
- E. Bereavement leave will begin no later than the day following the death of the family member.

#### **ARTICLE 48 – FAMILY AND MATERNITY LEAVE**

##### **Family and Medical Leaves**

Section 1. Pursuant to the provisions of the federal Family and Medical Leave Act of 1993 and the regulations there under (which shall govern Employee rights and obligations as to family and medical leaves wherever they may conflict with the provisions of this Article), leaves of absence of up to twelve (12) weeks in any twelve (12) months will be granted to eligible Employees who request them for the following reasons:

- (a) for purposes associated with the birth or adoption of a child or the placement of a child with the Employee for foster care,
- (b) when they are unable to perform the functions of their positions because of disability, and/or
- (c) when they must care for their parent, spouse, child, or other dependents member of their households who have a serious health condition.
- (d) for a qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty, or has been called up to active duty in support of a contingency operation.

Leaves of absence of up to twenty-six (26) weeks in any twelve (12) month period will be granted to eligible Employees who request them to care for a family member or next of kin who is a member of the armed forces, including members of the reserves and national guard components, who has suffered the illness or injury in the line of military duty.

Section 2. Unless an Employee elects to use accumulated paid leave benefits while on family and medical leaves such leaves are without pay. The Employee's group health, dental, and life insurance benefits shall, be continued on the same basis as if the Employee had not taken leave.

Section 3. Eligibility: Employees are eligible for family and medical leaves if they have accumulated at least twelve (12) months' employment service preceding the request for the leave and have worked at least 1250 hours in the year, preceding the request for leave. Eligible spouses who both work for the employer will be granted a combined twelve (12) weeks of leave in any twelve (12) months when such leaves are for the purposes referenced in (a) and (c) above.

Section 4. Notice Required. Employees must give thirty (30) calendar days' notice of the need for the leave if the need is foreseeable. If the need for the leave is not foreseeable, notice must be given as soon as it is practicable to do so. Employees must confirm their verbal notices for family and medical leaves in writing. Notification requirements may be waived by the Employer for good cause shown.

Section 5. Intermittent Leave. If medically necessary due to the serious medical condition of the Employee, or that of the Employee's spouse, child, parent, or other dependent members of their households who have a serious medical condition, leave may be taken on an intermittent schedule. In cases of the birth, adoption or foster placement of a child, family and medical leave may be taken intermittently only when expressly approved by the Employer.

Section 6. Medical Certification. The Employer may require certification from an attending health care provider on a form it provides. The Employer may also request additional medical opinion provided it pays the full cost required for that opinion.

Section 7. Relationship Between Leave and Accrued Paid Leave. Employees may use accrued vacation, personal, or compensatory time while on leave. The use of such

paid leave benefits will not affect the maximum allowable duration of leaves under this Article.

Section 8. Reinstatement. Upon the expiration of family and medical leaves, Employees will be returned to an equivalent position within their former job classification.

**Maternity Leave.**

Section 9. Any female Employee who becomes pregnant shall be considered on a leave of absence for the period during which she is unable to work, due to the pregnancy, provided the inability to work is certified by a licensed physician. This Article shall be subject to all applicable Federal and state laws.

**ARTICLE 49 - MILITARY LEAVE**

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

Section 4. All, Employees, covered by this Agreement, who because of service in the National Guard or United States Reserve, over One hundred-eighty (180) days shall receive the difference in their full city pay in the event the Military pay is less than their actually City pay.

Section 5. Any Employee, covered by this Agreement, who because of service in the National Guard or United States Reserve, over fifteen (15) days, shall not count or negatively impact the shift count in their Division, Section, or Working unit.

Section 6. Any Employee, officer, covered by this Agreement may still use their annual allotted military days, vacation days, personal days, or accumulated overtime to meet their military obligation(s).

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

#### **ARTICLE 50 - EARNED TIME CARRYOVER**

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

Employees who have in excess of two hundred-forty (240) hours of Non-FLSA hours at the end of the calendar year, to include all carried over time from the previous year, shall be paid down to the two hundred-forty (240) hours, by February 28<sup>th</sup> 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 subjected to all applicable federal and state laws.

#### **ARTICLE 51 – TRANSFER OF NON-COMPENSATORY TIME**

Section 1. An officer may transfer or receive no more than eighty (80) total hours of Non-FLSA earned compensatory time in a calendar year, if the transfer is for donation purposes to another Employee. In the event of a hardship the transfer of, or receipt of more than eighty (80) hours of Non-FLSA time, must be approved by the Chief of Police.

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

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

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

Furthermore, the Chief shall have the authority to initiate a disability application on behalf of any Employees after 270 calendar days after the first day of paid sick leave based on a 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), a Employees shall be deemed to have exhausted his/her sick leave one calendar year after the first day of paid sick leave for the last injury or illness.

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

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

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

**ARTICLE 53 - LIFE INSURANCE/ DEATH OF AN EMPLOYEE.**

Section 1. The Employer shall provide life insurance for all active Employees with a face value equal to the Employee's annual salary. The life insurance shall include a quadruple indemnity provision; i.e., payment of four (04) years' salary, for accidental death, whether on or off duty. For purposes of this Article, annual salary shall mean the Employee's base wage plus longevity for the year of death. This benefit is not available to retired Employees.

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

Section 3. The surviving spouse and dependent(s) 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 nineteen (19) unless the child remains a dependent of the surviving spouse while attending an accredited institution, in which case all coverage shall continue until the dependent child reaches the age of twenty-five (25).

Section 4. The surviving spouse and dependent(s) 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 \$500.00 deductible plan. 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, or in the case of children, until the age of nineteen (19) unless the child remains a dependent of the surviving spouse while attending an accredited institution, in which case all coverage shall continue until the dependent child reaches the age of twenty-five (25).

#### **ARTICLE 54 - RETIREMENT/RESIGNATION**

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

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

Section 3. Employees resigning, going on an approved leave of absence, or being suspended in excess of thirty (30) consecutive calendar days during a given year will be credited with one-twelfth (1/12) of the total number of vacation and personal days for which they are eligible for each month in which they have worked.

Section 4. 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 City. The insurance plan shall be the \$500.00 deductible plan and will remain in effect until the retiree is eligible for Medicare/Medicaid. If the 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 retiree becomes eligible for Medicare at an earlier date. Dependents of the retiree shall be covered under the above provision as long as eligibility is maintained by the retiree. In the event the City discontinues the specific plan in which the retiree is enrolled, the retiree 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.

#### **ARTICLE 55 - SAFETY**

Section 1. The City 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, as well as 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 patrols officers shall always work, be assigned, or bid, in pairs (two officers); for any temporary assignment, special event, or patrol duty.

#### **Section 4. Service Weapon(s):**

- (a) The Employer agrees to furnish all newly-hired Employees with a duty weapon upon their date of hire.
- (b) The Employer also agrees to allow all active Employees to purchase at Employer's cost the same make and model firearm issued to new recruits. Once that firearm is purchased by the Employee and the Employee completes training with the weapon it can then become his/her primary service weapon.

#### **Section 5. Ammunition:**

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

**ARTICLE 56 - SEVERABILITY CLAUSE**

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

**ARTICLE 57 - DURATION AND CHANGE**

Section 1. This Agreement shall become effective at 12:01 a.m., January 1, 2012, and shall remain in full force and effect until 11:59 p.m., December 31, 2012. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana and any other than form of consolidated government, which includes the City of Fort Wayne.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

FOR THE CITY:

FOR THE PBA:

\_\_\_\_\_  
Thomas C. Henry, Mayor

\_\_\_\_\_  
Sofia V. Rosales,  
President

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

\_\_\_\_\_  
Taya L. Strausborger  
Vice-President

\_\_\_\_\_  
Carol T. Helton

\_\_\_\_\_  
Edward R. Sabo,  
Secretary

\_\_\_\_\_  
Lisa Woods, Treasurer

\_\_\_\_\_  
Lynn A. Utterback,  
Board Member

**ADDENDUM “B”, TO THE AGREEMENT BETWEEN  
THE CITY OF FORT WAYNE and  
THE FORT WAYNE PATROLMEN’S BENEVOLENT ASSOCIATION, INC.**

**Section 1. Salary of a First-Class Patrolman:**

An Employee shall become a “First-Class Patrolman” after completing one (1) year of service with the Department. Notwithstanding any other provision herein, a lateral transfer, upon recommendation of the Chief, and with the consent of the Union, may become a First-Class Patrolman prior to completing one (1) year of service with the Department.

Beginning January 1, 2010, the salary of a ‘First-Class Patrolman’ shall be increased by an amount equal to 1.5% of the 2008 base salary of a “First-Class Patrolman.” To retroactively compensate Employees for the 2010 increase, the City shall pay Employees a retroactivity bonus equal to 1 ½ percent times the 2008 base rate multiplied by 2080 hours.

Beginning January 1, 2011, the salary of a “First-Class Patrolman” shall be increased by an amount equal to 1.0% of the 2010 base salary of a “First Class Patrolman”. To retroactively compensate Employees for the 2011 increase, the City shall calculate the 2011 increase on a fully retroactive basis.

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

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 Patrolman” as established in Section 1.

**Section 3. Longevity Pay:**

Commencing with the Employee’s second year in rank, the Employee shall be paid, as a rank longevity premium, \$500 annually. In the fifth year, the longevity payment shall be \$1000. Thereafter, as long as the Employee retains the rank of patrolman, the longevity payments shall increase by \$100/year, until the maximum longevity payment of \$2500 is reached. The maximum longevity payment shall be \$2500 even if the Employee has more than twenty (20) years of service as a patrolman. The

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

**Section 4. PERF Contributions:**

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

**Section 5. Clothing Allowance:**

Clothing allowances for Employees shall be \$1200. Clothing allowance shall be paid in two (2) equal installments each year, with the first installment paid on or before April 30<sup>th</sup> of each year and the second installment paid on or before October 31st of each year.

**Section 6. Shift Premium:**

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

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

**Section 7. Detective Pay:**

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

**Section 8. Special Duty Pay:**

**Per Year**

- |    |                                     |       |
|----|-------------------------------------|-------|
| A. | Homicide Team/Crime Scene Employees | \$650 |
| B. | Emergency Services Team             | \$650 |

C.	Bomb Squad	\$450
D.	Critical Response Team	\$550
E.	Fatal Traffic	\$350
F.	Public Information Officer	\$350
G.	Crisis Intervention Team	\$200
H.	Child Advocacy Interviewers	\$200

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

**Section 9. Health Insurance:**

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

**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 City's plan will pay secondary. If spouse is not covered under another plan, the City's plan is primary. \*

**Section 10. Dental Reimbursement:**

The City agrees to continue to reimburse the deductible dental plan that includes two (2) cleanings, 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 11. College Degree Pay:**

A.	Associates Degree	\$450/year
B.	Bachelors Degree	\$900/year

- |    |                  |             |
|----|------------------|-------------|
| C. | Masters Degree   | \$1400/year |
| D. | Doctorate Degree | \$1900/year |

College Degree Pay shall be paid in four (04) equal installments each year. The first installment paid on or before March 31<sup>st</sup> of each year, the second installment paid on or before June 30<sup>th</sup> of each year, the third installment paid on or before September 30<sup>th</sup> of each year, and the fourth and final installment paid on or before December 31<sup>st</sup> of each year.

**Section 12. Tuition Reimbursement:**

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

**Section 13. Retirement Insurance:**

Employees who retire after January 1, 2005, 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 \$500 deductible plan, the City's self-funded PPO plan.
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.