

AGREEMENT

BETWEEN

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
PORTAGE FIREFIGHTERS LOCAL 3151, AFL-CIO**

AND

CITY OF PORTAGE

October 22, 2001, through December 31, 2004

**Amended: November 12, 2002
Effective: January 1, 2003
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TABLE OF CONTENTS

| | | |
|----------|---|---|
| 1. | INTRODUCTION | 1 |
| 2. | UNION RECOGNITION | 1 |
| 3. | DUES CHECKOFF | 1 |
| 4. | UNION BUSINESS | 1 |
| 5. | NON-DISCRIMINATION | 2 |
| 6. | BULLETIN BOARD SPACE | 2 |
| 7. | IAFF DECALS | 2 |
| 8. | NEWLY HIRED FIREFIGHTERS | 3 |
| 9. | CLOTHING ALLOWANCE | 3 |
| 10. | ON DUTY UNIFORMS | 3 |
| 11. | MANAGEMENT RIGHTS | 4 |
| 12. | CONTRACTING OUT | 4 |
| 13. | REDUCTIONS IN FORCE - PERSONNEL REDUCTION | 4 |
| 14. | DISCIPLINE AND DISCHARGE | 5 |
| 15. | OTHER AGREEMENTS - INCORPORATED BY REFERENCE | 5 |
| a. | Portage Fire Department Rules and Regulations | 6 |

| | | |
|----------|--|---|
| b. | Standard Operating Procedures | 6 |
| c. | City of Portage, Employee Health Benefit Plan | 7 |
| d. | Guardian Group insurance Plan, City of Portage (Dental Benefits). | 7 |
| e. | Fire Prevention and Protection, codification of Ordinances: | 7 |
| | Division 2. Merit System, Sections 46- | |
| | 36 - 46-55. | 7 |
| | Division 3. Firefighter Pension Fund, | |
| | Sections 46-66 - 46-69. | 7 |
| f. | Policy Implementing the City of Portage Drug and Alcohol Program | |
| g. | Ordinance No. 01-46 Setting wages for Fire Department Personnel, | 1 |
| 16. | LABOR-MANAGEMENT COMMITTEE | 7 |
| 17. | GRIEVANCE PROCEDURE | 6 |
| 18. | NO STRIKE OR LOCKOUT | 1 |
| 19. | SENIORITY | 1 |
| 20. | JOB POSTING & BIDDING | 1 |
| 21. | WAGES | 1 |
| 22. | MAINTENANCE OF PARAMEDIC PAY UPON PROMOTION TO RANK WITH LOWER RATE OF | |
| 23. | MASTER FIREFIGHTER | 1 |
| 24. | HOLIDAY PAY | 1 |
| 25. | CALL BACK PAY | 1 |
| 26. | SICKNESS AND ILLNESS. | 1 |
| a. | Duty Related Injury, Illness or Disease | 1 |
| b. | Annual Sick Leave | 1 |
| c. | Major Medical Sick Leave | 1 |
| d. | Miscellaneous Sick Leave Policies | 1 |
| 27. | HOURS OF WORK | 1 |
| 28. | LIGHT DUTY ASSIGNMENT | 1 |
| 29. | SANITATION, MAINTENANCE AND UPKEEP | 1 |
| 30. | TRAINING AND NON-EMERGENCY DUTIES | |
| 31. | SHIFT EXCHANGE | 1 |
| 32. | LUNCH AND DINNER HOURS | 1 |
| 33. | JOB RELATED PHYSICIAN VISITS | 1 |
| 34. | SMOKING POLICIES | 1 |

| | | |
|----------|---------------------------|---|
| 35. | TURNOUTS | 1 |
| 36. | PHYSICAL FITNESS | 1 |
| 37. | WELLNESS PROGRAM | 1 |
| 38. | CONTAGIOUS DISEASE | 1 |
| 39. | LEGAL | 1 |
| 40. | ADDITIONAL LIFE INSURANCE | 1 |
| 41. | SAVINGS CLAUSE | 1 |
| 42. | DURATION | 1 |
| 43. | EVERGREEN CLAUSE | 1 |

1. INTRODUCTION

This Agreement is entered into by and between the City of Portage ("Employer" or "City") and Local #3151, International Association of Fire Fighters ("Union"). The general purpose of the Agreement is to set forth the salary, benefit structure and conditions of employment applicable to firefighters in the bargaining unit employed by the City and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees and the Union. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

2. UNION RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive representative for the bargaining unit composed of all Firefighters in the employ of the Fire Department of the City of Portage, except the Chief, Assistant Chiefs, Division Chiefs, and Battalion Chiefs, who are expressly excluded from the bargaining unit. The term "Employee" shall refer to any Firefighter in the above defined bargaining unit, all of whom are covered by the terms and conditions of this Agreement. The bargaining agent shall represent all such Employees of said Department in matters pertaining to wages and terms and conditions of employment.

3. DUES CHECKOFF

Upon receipt of voluntary, written, signed authorization in such form as complies with Indiana law (I.C. 22-2-6-2) from employees who are covered by this Agreement, and who are bargaining unit members, the City shall deduct each month from the earnings of such employees an amount representing their regular, monthly dues, and fees and assessments, and shall remit such monies to the Treasurer of the Union in a timely manner not to exceed ten (10) working days. The Union shall at its sole discretion and determination establish reasonable dues, fees and assessments and shall advise the City of any changes. The Union will indemnify the City and hold it harmless from any or all claims or liabilities which may arise under this paragraph.

4. UNION BUSINESS

In order to attend to Union business, the Employer shall grant a reasonable amount of time off during working hours, without loss of pay, for Union appointed representative(s) to attend to such Union business. Such persons must request and obtain permission from their immediate supervisor before leaving their work station. Such persons must report back promptly when their part in attending to the Union business is completed.

Two (2) members of the Union shall be granted time off without loss of pay to attend state and national conventions, conferences, seminars, and other Union business, so long as any

such "other Union business" is approved by the Chief's office. At the Chief's discretion, additional members may be allowed to attend such functions, without loss of pay, based on manpower considerations. Such persons must notify the Fire Chief a reasonable time in advance as to the dates of such functions. During any time that the Employer and Union are engaged in negotiations, three (3) members of the Union's negotiating team shall be allowed time off for all such meetings which shall be mutually set as to time and date by the Employer and the Union and such members of the Union's negotiating team shall attend such meeting without loss of pay.

The Fire Chief shall receive a written request three (3) days prior to the occurrence of such Union business, except when an emergency precludes such notification. The President of the Union or his designated representative shall be afforded time off from duty without loss of pay or benefits to attend all meetings convened in connection with the grievance procedure contained in this Agreement.

Union members will be allowed to attend the monthly Union meeting while on duty, so long as they remain available to respond to any emergency calls.

5. NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees without regard to race, age, sex, national origin, religious belief, disability, political affiliation, or membership or non-membership in the Union except where age, sex, or physical requirements are a bona fide occupational qualification or as provided by law. The Union shall share with the City the responsibility for applying this provision of the Agreement.

6. BULLETIN BOARD SPACE

The Union shall, at its expense, purchase, install and maintain one unlocked and one locked bulletin board at each station, the sizes and locations of which are consistent with current practice, that are used solely for Union business. The Union will monitor the unlocked bulletin board to avoid any employees from posting materials that are not approved by the Union Executive Board.

7. IAFF DECALS

The City and the Fire Department agree to promote the mutual recognition of IAFF Portage Firefighters Local No. 3151 through the placement of IAFF decals on all ambulances and fire trucks. The IAFF logo on the decals shall be no larger or smaller than approximately 8 1/2" x 11" in dimension.

8. NEWLY HIRED FIREFIGHTERS

All newly hired firefighters and current union members shall, as a condition of their employment, maintain membership in the union or pay a maintenance fee equal to regular monthly dues, as long as they are bargaining unit members.

All newly hired firefighters shall, as a condition of their employment, be a certified paramedic or be sent to paramedic training by the fire department within the first 18 months of employment and maintain that certification throughout their employment. If the employee fails to successfully complete the course, he or she may be terminated or file an appeal with a review panel. The panel shall consist of 1 member of the Merit Board, the Fire Chief or designee and a Representative appointed by the Union. The review panel may grant the employee one more attempt at Paramedic Training. If the employee fails to complete the course on the second attempt or is denied a second attempt on appeal, the employee shall be terminated and be responsible for repayment of tuition to the Department. If the employee terminates their employment or is terminated within 5 years of active duty as a paramedic, the employee shall be responsible for repayment of tuition on a pro rated basis. Each year shall count as twenty percent (20%) credit towards the tuition. (All decisions of the review panel shall be final and not grievable)

Employees shall also be responsible for repayment of fire academy tuition if the employee fails to successfully complete the fire academy and Firefighter I/II certification, is terminated or terminates their own employment within 5 years of hire, pro rated at 20% per year. Repayment shall be due no later than thirty (30) days after termination of employment. If repayment is not made within thirty (30) days after termination of employment, the repayment amount shall bear interest at the rate of twelve (12) percent per annum from the date employment is terminated until paid in full. In addition, the City shall be entitled to recover all costs incurred in collecting the repayment amount, including reasonable attorney fees.

Upon hiring, the City shall issue to each newly hired firefighter the following at no cost to the employee:

- a. Personal Protective Equipment, including helmet, coat and pants, boots, gloves, Nomex hood, SCBA mask;

- b. Clothing, including, Station Uniforms comprised of two (2) shirts and two (2) pants, a belt, and Winter/Spring Jacket;
- c. Miscellaneous, including, three (3) badges (two (2) breast shields and one (1) hat shield), two (2) name tags, one (1) pager (pager at Fire Chief's discretion based on demonstrated or acknowledged availability to respond to off-duty call backs).

In addition, each newly hired firefighter shall be issued a dress uniform by the City at no cost to the firefighter which includes a shirt, pants jacket, overcoat and hat. The dress uniform will be provided to each newly hired firefighter within thirty (30) days after the firefighter's one year anniversary date of employment.

Within the first year of employment, each newly hired firefighter shall be sent to Arlington Heights Fire Academy or a fire academy of comparable quality that is chosen by the Fire Chief. The Fire Chief maintains the right to change fire academies. The costs and expenses of such training, including tuition, meals and lodging shall be paid by the City. In addition, the City shall pay travel expenses for use of a personal vehicle (the reimbursement will be the current Internal Revenue Service deduction rate and will not include any toll or parking expenses), or the City may choose to provide a City vehicle and pay for gas, tolls, parking, etc.

9. CLOTHING ALLOWANCE

Commencing in the Firefighter's second year of employment with the Department, the city shall pay each Firefighter a clothing allowance in the amount of Eleven Hundred Dollars (\$1100.00) per year, in two installments of \$550.00 each on separate checks and without withholdings deducted, one in the spring and one in the fall for Year 2004 and 2005. A 1099 will be issued by January 31 of the following year for \$1100.00.

10. MANAGEMENT RIGHTS

The Employer maintains the exclusive right to manage the Department and to direct the work force, except as otherwise provided in this Agreement.

11. CONTRACTING OUT

The Employer agrees that fire suppression functions and Emergency Medical Services shall be provided by full time Employees and that such services shall not be contracted out to private companies, or assigned to volunteers or reserves. No volunteers, part time employees, or reserves shall be utilized as permanent, regular or temporary help or instead of full time Employees. The Employer shall not utilize volunteers to staff the Department or as reserves. Nothing in this section shall

prohibit the Employer from entering into and utilizing mutual aid agreements with fire departments of other municipalities or political subdivisions, whether such fire departments are staffed by volunteers or paid firefighters.

12. REDUCTIONS IN FORCE - PERSONNEL REDUCTION (See Also: Sec. I.C. 36-8-4-11)

The Employer shall notify the Union of the need to reduce the number of employees who are on payroll within the bargaining unit at least 30 days before the effective date of a layoff. Such notice shall be given in writing addressed to the Union by certified mail. The notice shall disclose the number of positions affected, the names of the persons affected, the rank or classification of each position so affected, and the unit or units, if any which are to be disbanded, as well as the date, purpose and nature of the action that is to be taken with regard to such employees. The notice also shall reasonably state the reasons for the action. Immediately after issuing the notice, the Employer shall give the Union a reasonable period of time, of no less than 30 days, within which the City shall meet and confer with the Union to discuss such action. The Employer shall respond to any proposals which the Union may make in response to the subject matter of notice. All reductions in force (layoffs) shall be in reverse order of seniority in the Department, without regard to rank, except for the Chief of the Department and the President of the Union, who shall also be afforded "superseniority" relative to lay-off.

13. DISCIPLINE AND DISCHARGE

All discipline and discharge shall be according to rules established by the Employer and City Code Sections 46-36 through 46-55. During the term of this Agreement, all commendations, awards, complaints, reprimands, or other records of disciplinary action against each employee which are reduced to writing and placed in his/her personal file shall be duplicated and a copy sent to the employee. Failure to comply with this provision shall not void discipline. The remedy shall be that a copy subsequently be sent to the employee.

14. OTHER AGREEMENTS - INCORPORATED BY REFERENCE

The following agreements between the parties are incorporated herein by the following reference. These agreements have been mutually agreed to and are in effect at the time that this collective bargaining agreement is entered. It is the intention of the parties that these agreements shall remain in effect, in their present form at the time of the effective date of this Agreement, for the duration of this Agreement, and any extensions thereto until modified, amended or rescinded as follows. With respect to subparagraphs e, and f, the Ordinances relating to the Fire Merit System and the Firefighter Pension Fund, and the City Drug Policy, the parties intend to incorporate these Ordinances as they may be amended from time to time. With respect to subparagraph g, the Wage

Ordinance, the parties intend to incorporate the applicable Wage ordinance as it is adopted each year. With respect to changes during the term of this Agreement in any of the other documents incorporated by reference, the Union shall be given notice of proposed changes (including any additions and deletions) and the parties shall meet prior to implementation of any such change(s) (except in emergency circumstances, in which case the parties shall meet as soon as possible even if that is after implementation) and at such meeting(s) the parties shall confer and attempt to reach agreement on the proposed change(s). If no agreement is reached, the City may implement such change(s) and the Union shall have the right to grieve such change(s) under the Grievance Procedure.

- a. Portage Fire Department Rules and Regulations
 1. Information
 2. Organization
 3. Duties and Powers of the Fire Chief
 4. Salaries and New Employees
 5. General Rules and Procedures
 6. Uniform and Appearance
 7. Regarding Equipment
 8. Work Times, Absenteeism, Sick Time Policies
 9. Resignation and Retirement
 10. Department Records (as agreed, September, 2001)
 11. Drug and Alcohol Policy
 12. Leave of Absence, Military Duty
 13. Family Medical Leave Act
 14. Guidelines for Disciplinary Action
 15. Sexual Harassment Policy

- b. Standard Operating Procedures
 - GENERAL
 1. Fire Extinguishers
 2. Hydrants
 3. Kelly Day Policy
 4. Mutual Aid
 5. Incident Command
 7. SCBAS Procedure
 10. Haz-Mat Response
 11. Eye Protection
 12. Lock Out - Tag Out
 13. Riders
 14. Overtime
 15. Confined Space Rescue
 16. Fire Station Evacuation
 17. Infection Control Program
 19. Hazard Communication Program
 20. Bio- Solve
 21. Radio Communication with South haven
 23. Carbon Monoxide Investigation
 24. Protective Clothing Inspection
 25. Paramedic Continuing Education
 26. Emergency and Non-Emergency Driving

- 27. Lock Outs
 - 28. Minimum Manning
 - 30. Portable Radios
- ENGINE AND EQUIPMENT
- 1. Air Equipment
 - 3. Tower 2
 - 5. Amkus Tool
 - 11. Service Testing of fire Hose
 - 12. Passport Personal Gas Alarm

AMBULANCE EQUIPMENT

- 2. Matrix Suction Unit
- 4. Lifepak II
- 5. Auto Vent

FIRE GROUND TACTICS

- 1. Investigation / Arson Team
- 2. Natural Gas Emergencies

MEDICAL TACTICS

- 1. BLS Checklist
- 2. ALS Checklist
- 3. Paramedic / EMT Re-certification
- 4. Combi-tube
- 5. ALS Engine Companies
- 6. Semi-Automatic Defibrillator L.P. 710
- 7. Auto-Defib in Fire Cars
- 8. Responding Back to the City
- 9. ERT
- 10. Hazardous Materials Contamination

- c. City of Portage, Employee Health Benefit Plan: Plan Supervisor: Stewart C. Miller & Co., Inc., Effective July 1, 1998.
- d. Guardian Group insurance Plan, City of Portage (Dental Benefits).
- e. Fire Prevention and Protection, codification of Ordinances:
Division 2. Merit System, Sections 46-36 - 46-55.

Division 3. Firefighter Pension Fund, Sections 46-66 - 46-69.
- f. Policy Implementing the City of Portage Drug and Alcohol Program (7 pages, and Chain of Custody Instructions for Specimen Collection and Handling of Drug Screen Test Request Form.
- g. Ordinance No. 01-46 Setting wages for Fire Department Personnel, for the year 2001, and later adopted ordinances for future years.

15. LABOR-MANAGEMENT COMMITTEE

The Employer and the Union, recognize that cooperation between labor and management is indispensable to the accomplishment of sound and harmonious labor relations and agree to jointly maintain and support a Labor-Management Committee.

There shall be a Labor-Management Committee consisting of two to four representatives of the Union appointed by the Union and two to four representatives of the Chief's Office appointed by the Chief, which may include a member or members of the City Council. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems which may include discussion of the implementation of major new Department Programs or substantial modifications of existing major Department Programs that will have a significant impact on work schedule or duties.

The Committee shall meet quarterly at mutually scheduled times, and at any other mutually scheduled times.

Representatives of the Union on the Committee who are employees shall not lose pay and shall be able to attend meetings mutually scheduled during their duty times, provided minimum manning requirements are met.

The Committee may, if it deems proper, suggest recommendations to the Fire Chief's office and Human Resource Director for their consideration and determination.

Any matter referred to in this Article may be discussed by the Committee at the request of any member of the Committee.

16. GRIEVANCE PROCEDURE

Grievance: A grievance is any claim that the other party has failed to meet an obligation under this agreement, including any determination under paragraph 16 relating to a modification of documents incorporated by reference into this Agreement.

Union Steward: The Union Steward is the member of the Grievance Committee appointed by the Union Executive Board representing the employee during any disciplinary or grievance procedure.

Employee's Rights: All employees are entitled to Union representation upon request. Once an employee has requested Union representation, all procedures shall be suspended until a Union Steward is present to represent the employee. Any Union Steward whose participation is necessary in such a role shall be allowed to act in such a manner and other Employees who must be present for participation in grievance adjustments shall be allowed to participate (as long as minimum manning requirements are not compromised), without loss of pay. Should a Union Steward not be readily available, due to manning constraints or other reasons, a member of the Local's Executive Board may act as a representative for said employee.

Business days are Monday through Friday, excluding holidays.

Step 1. If a claim has not been resolved through discussions between the employee or the employee's Union representative and the immediate supervisor then a grievance may be filed in writing by the Union representative with the Chief's Office, within 15 business days after such time as the employee should reasonably have been aware of the occurrence or the incident giving rise to the grievance.

The grievance shall include the following information:

- (1) Name(s) of employee(s) involved.
- (2) Date of alleged violation or event giving rise to the claim.
- (3) Facts of the case.
- (4) Remedy sought.
- (5) Specific Section(s) of the Agreement(s) alleged to be violated.
- (6) Date of presentation of written grievance.
- (7) Signature of employee involved. (In case of a grievance on behalf of a group of employees, the grievance shall be signed by some members of such group.)
- (8) Signature of Union representative.

The Chief, or his designated representative, shall render a decision in writing to the employee and Union within 5 business days after receipt of the grievance.

Step 2. Appeal to the Human Resources Department. Should the grievance remain unresolved, the Union representative may, within 10 business days after receipt of the Chief's decision, submit the grievance in writing to the Human Resources Department. The Human Resources Department shall respond to the grievance in writing within 5 business days after receipt of the grievance.

Step 3. Appeal to Board of Works. Should the grievance remain unresolved, the Union representative may, within 10 business days after receipt of the response in Step 2, submit the grievance in writing to the Board of Works. The Board of Works may set a meeting with the employee and the Union representative and the Fire Chief and/or his representative within 20 business days after submission and attempt to resolve the dispute. The written decision of the Board shall be delivered to the parties as soon as possible, but at least within 30 days after the receipt of the grievance or, if a meeting is held, within 30 days after such meeting.

Step 4. Arbitration. If the decision of the Board of Works is not acceptable to either of the parties, the dissatisfied party, either the City or the Union, within 30 days after receipt of the Board's Decision, may give the other party

notice of intent to submit the grievance to an impartial arbitrator who shall be selected by mutual agreement or, if such agreement is not reached, by alternately striking the names from a list of 7 arbitrators submitted by the Federal Mediation and Conciliation Service (FMCS) with the first party to strike to be determined by lot (after the first arbitrator is selected, the first strike shall alternate between the parties).

It is agreed that the decision of the arbitrator shall be final and binding on all parties and that the arbitrator's fees shall be borne equally by the parties. The arbitrator shall have no power to add or to subtract from the provisions of this Agreement, except with respect to decisions relating to modifications under paragraph 16 of this Agreement.

Time limits. Time limits may be extended by mutual agreement of the parties. Failure by the employee or the Union to follow time limits, unless so extended, shall nullify the grievance. Failure by the City to follow the limits, unless so modified, shall cause the grievance to move to the next level automatically.

Consolidation. Concurrent grievances alleging violation of the same provision shall be consolidated for the purpose of this procedure as a single grievance.

17. NO STRIKE OR LOCKOUT

During the duration of this Agreement, there shall be no strikes or lockouts. Both the Union and the City shall have any and all rights for enforcement of this provision as are contained within this Agreement and the applicable laws of the State of Indiana and Federal statutes and regulations.

18. SENIORITY

Seniority shall be determined by continuous service in the Fire Department calculated from the date of employment. Continuous service shall be broken by only resignation, discharge or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the Merit Board Eligibility List. The employee with the highest score shall be considered to have the greatest seniority.

Seniority means Department Seniority and is defined as length of continuous employment with the City Fire Department as herein defined, including military service as defined by Federal and State laws.

The department shall establish a seniority list annually. The list will be posted on the appropriate bulletin boards. A copy of said seniority list and any revised list shall be furnished to the Union's Secretary-Treasurer at the Union's business address.

Time in grade will be the determining factor for open job assignments.

19. JOB POSTING & BIDDING

All new or open job assignments for the positions specified below, shall be posted for a period of two weeks. The positions subject to this procedure include new positions and positions which become open for: Ambulance Chauffeur, Permanent Engine Paramedics, and openings on Specialty Teams such as ERT/SWAT, Dive, and Arson Investigation. A job description for each such position, including duties, and job related qualifications, skills and experience, shall be drafted by the Employer, subject to the Union's right to file a grievance regarding any qualification(s) which it alleges are not job related. Posting shall be at all Stations on bulletin boards. Any firefighter wishing to apply for a posted job will comply with the following procedures.

- a. File a written application for the job assignment with the Chief's office on an agreed upon form supplied by Employer.
- b. A list of qualified candidates will be prepared by the Employer. The senior qualified candidate based on time in grade should be selected for the job assignment of Permanent Engine Paramedic. The senior qualified candidate should be selected for the job assignment on any specialty team, subject to approval by a majority of the members of the team and by the team leader (such decisions shall be deemed to be non-grievable).
- c. The Employer may return an employee to their former assignment, if the Employer determines that the Employee is unable to perform the new assignment satisfactorily.

20. WAGES

Wages, including longevity pay, for Department personnel are set forth in Ordinance No. 03-____ for the year 2004. Longevity pay shall be increased by twenty-five percent (25%) for the year 2005. Thereafter, the parties agree that longevity pay shall be increased five percent (5%) per year for the years 2006 through 2009. The agreed-upon longevity pay increase for the years 2005 through 2009 shall be incorporated into the collective bargaining agreement to be negotiated by the parties in 2004, which agreement shall begin in 2005. Wages in all future years covered by this agreement shall be negotiated annually by the parties, such negotiations to commence no later than June 30 of each year of this agreement, and such wages to be set forth thereafter in the annual wage ordinance.

The City of Portage will offer a paycheck direct deposit program for department personnel to the financial institution stipulated by the employee as of June 23, 2003.

When the City or Fire Department fails to include overtime pay or other pay earned on a paycheck that was earned in the preceding pay period, the city shall include the overtime on the next paycheck.

Employees shall be paid every other Friday (or the day prior when a holiday effects payday) and checks shall be available to employees no later than 8:00 a.m. on that day at Station 1. Direct Deposit shall also be posted to an employees designated bank account no later than 8:00 a.m. on payday.

21. MAINTENANCE OF PARAMEDIC PAY UPON PROMOTION TO RANK WITH LOWER RATE OF PAY

Paramedics who become Master Firefighters, or who are promoted to the rank of Engineer or Lieutenant, shall receive the higher rate of pay for paramedics.

22. MASTER FIREFIGHTER

Every firefighter with three or more years of service with the Department on or after January 1, 2002, shall become a Master Firefighter (after completing one year as a probationary firefighter or a probationary paramedic and two additional years as a private, paramedic or otherwise). The rate of pay for Master Firefighter is to be equal to that for a Master Patrolman. Master Firefighter will become the pension base for firefighters effective on January 1, 2002. The Engineer Rank is paid the same rate as the Master Firefighter, and the Ambulance Chauffeur is eliminated as a position and becomes a job assignment.

23. HOLIDAY PAY

Holidays commence at 8:00 a.m. on the holiday and end at 8:00 a.m. the following day. If an employee's regular schedule requires them to work on a holiday and the employee works on the holiday (or arranges coverage pursuant to the Shift Exchange procedures in this Agreement) the employee shall be paid a holiday bonus of \$200.00 or the FLSA minimum, whichever is greater. If the employer schedules an employee to take a Kelly (12 hours off) on a holiday the employee is regularly scheduled to work, the employee shall receive the full holiday bonus. If a kelly is scheduled on a holiday at the employee's request, the employee shall receive one half of the holiday bonus. Any employee who is not regularly scheduled to work a holiday, but who is required to work on the holiday, in order for the Department to meet minimum manning standards, shall be paid any

overtime pay to which the employee is entitled, plus one half of the holiday bonus if required to work less than 12 hours, or the full holiday bonus if required to work 12 hours or more.

The holidays are:

New Years Day, January 1
Presidents Day, 3rd Monday in February
Easter Sunday
Memorial Day, last Monday in May
Independence Day, July 4th
Labor Day, first Monday in September
Veterans Day, November 11
Thanksgiving Day, fourth Thursday in November
Christmas Day, December 25

If any new holiday not presently granted to other City employees, either on a continuing basis or for a special event, is granted to all other city employees it shall be deemed to be a holiday under this Agreement.

24. Overtime

Employees shall be paid premium rates of pay equal to one and one-half times his/her regular rate of pay when:

- a. The employee is held over beyond the end of his/her regular scheduled work shift in which case the employee shall be entitled to a minimum of 1/2 hour premium pay, and/or,
- b. The employee is required to report in early for his/her regularly scheduled shift in which case the employee shall be entitled to premium pay or,
- c. The employee is called in to work at a time not immediately preceding his/her regularly scheduled shift in which case the employee shall be entitled to a minimum of 2.0 hours premium pay.
- d. Employees shall be compensated with one and one half of their normal pay rate for any hours worked over 204 hours in a Kelly Period. Scheduling overtime shall be done in accordance with the SOP #14, Overtime. When an employee has been scheduled for an overtime shift, that shift may not be canceled with less than 48 hours notice prior to the beginning of the overtime shift.

25. SICKNESS AND ILLNESS.

The current City of Portage, Employee Health Benefits Plan, shall remain in force with the employee contribution being one dollar (\$1.00) per month and the Dental Insurance Plan shall also remain in force with the current employee contributions to remain the same through December 31, 2004. Firefighters who leave the Fire Department with an approved disability through PERF as a result of an on the job injury shall also be entitled to this benefit on a graduated scale based on time served. A Firefighter who becomes disabled on the job with 4 years or less of service shall be responsible for 100% of the City's insurance premium. A firefighter who becomes disabled on the job with 5-9 years of service shall be responsible for 75% of the City's premium. A firefighter who becomes disabled on the job with 10-14 years of service will be responsible for 50% of the City's premium; and a firefighter who becomes disabled on the job with 15 or more years of service will be responsible for 25% of the City's premium.

a. Duty Related Injury, Illness or Disease

All full-time employees shall receive a maximum of one year of paid sick leave for all duty-related injuries, illnesses or diseases. Firefighters shall be paid for duty-related sick leave at their regular rate of pay during the first 120 days of any such leave, and at the rate prescribed in the Indiana Workers Compensation Act (currently, 66 2/3 percent of average weekly wage) for the remainder. A firefighter may elect to use his or her earned Major Medical Sick Leave and/or accumulated unused Annual Sick Leave (if any, and to the extent available) at the rate of one Major Medical Sick Leave day (or one Annual Sick Leave day) to cover three duty-related sick leave days, after the first 120 days of duty-related sick leave, in order to maintain full pay during the remainder of any such duty-related sick leave. Any firefighter sustaining a duty-related injury, illness or disease may select the doctor and hospital of his or her choice for all required treatment, with the City's approval. The City shall be responsible for paying for such treatment for the duration of injury and/or treatment.

b. Annual Sick Leave

Every full-time employee of the Fire Department shall be granted annual sick leave with full pay at the rate of five (5) days for one (1) year of

continuous service. Unused sick leave may be accumulated up to thirty (30) days. Upon termination of employment, an employee may be paid for the employee's sick leave, up to a maximum of thirty (30) days. Sick leave is to be utilized solely for the reason of non-duty-related illness or injury to the employee, except as provided in subparagraph a., above. In order to qualify for sick leave pay:

- i. employees shall notify their supervisors of their absence prior to the start of the work shift;
- ii. employees shall keep their supervisors informed of the extent of their illness and the anticipated day of return to work; and
- iii. a doctor's certification of any illness shall be obtained for any absence of more than two (2) duty/work days.

c. Major Medical Sick Leave

Every full-time employee of the Fire Department shall earn Major Medical Sick Leave for major illness, injury or maternity sick leave, with full pay, at the rate of one (1) work day per month of continuous employment service for employees who work five 8 hour days per week (40 hour schedule), or at the rate of 47/100ths of a work day per month of continuous employment service for firefighters who work a schedule of 24 hours at work followed by 48 hours off work (24 on/48 off schedule). This earned leave may accumulate up to ninety (90) work days (126 calendar days) for employees who work a 40 hour schedule, and may accumulate up to forty-two (42) work days (126 calendar days) for firefighters who work a 24 on/48 off schedule. In each case the rate of accumulation is the same in that it would take 7.5 years (90 months) of continuous employment service to earn or replace the maximum which may be accumulated. Each firefighter employed by the City on the date this Agreement is entered, is deemed to have earned the maximum Major Medical Sick Leave which may be accumulated. Accumulated leave is to be utilized solely for major illness, injury or maternity. In order to qualify for major leave pay, a physician must certify that the employee (a) needs surgery, (b) is pregnant, or (c) must miss work as a result of an illness or injury for more than five (5) work days (if the employee works a 40 hour schedule) or more than two (2) work days (if the employee works a 24 on/48 off schedule). A physician must re-certify each thirty (30) calendar days that the employee continues to qualify for major leave pay. Accumulated maternity leave may be utilized during pregnancy or immediately following pregnancy. Except as provided above in

subparagraph a., relating to duty-related injury, illness or disease for firefighters, employees shall not be entitled to Major Medical Sick Leave if they are receiving benefits for a work-related injury, or other benefits from the City, and lost time shall not be deducted from accumulated sick leave.

d. Miscellaneous Sick Leave Policies

If, in the opinion of the Fire Chief, an employee is abusing the sick leave policy, the Fire Chief shall have the right to require the employee to submit written proof of illness or injury from the employee's treating physician. Before returning to active duty after an extended sick leave absence, the employee may be required to submit to an examination by the employee's treating physician to determine if the employee is capable of performing his duties.

Should an employee receive sick leave benefits under this Section and subsequently recover monies from a third party tort-feasor (by way of settlement or judgment), the employee shall reimburse the City from the proceeds of said settlement or judgment an amount of money equal to the sick leave benefits paid to the employee minus one-third of said amount (representing payment by the City of its portion of the anticipated attorneys fees associated with the employee's pursuit of the third party) and minus a pro rata portion of the expenses incurred by the employee in pursuit of the settlement or judgment.

26. HOURS OF WORK

a. Firefighters shall work a 24 hour shift.

b. The 24 hour shift shall commence at 0800 hours and continues through to 0800 hours the following day. The basic schedule for such personnel shall be 24 hours on duty followed by 48 hours off duty, with reporting relief time of 0800 a.m. Firefighters shall work a 27-day period (9 work days) and receive 5 reduction days in place of Kelly Days to be used throughout the current year. However, firefighters shall lose one reduction day for every 6 shifts they are off on major medical sick leave or duty related injury, illness or disease sick leave. Reduction days shall be selected by Department personnel by seniority in accordance with an SOP to be developed by the Fire Department administration and the Union. The SOP shall provide that:

a) Reduction days (along with all other prescheduled time off) may only be prescheduled when manpower is at least 14 firemen per shift.

b) Reduction days, comp time and personal days may be transferred to or used on a non-prescheduled day, as long as manpower is at least 13 firemen per shift.

- c. For new hires in training and short term assignments the hours of work for daytime personnel are 8:00 a.m. to 4:00 p.m., 40 hours per week.
- d. A firefighter will be considered to be on duty when responding during a general call back of Off-Duty personnel.

27. Miscellaneous Time Off

Employees shall receive 3 Personnel days each year to be used in accordance with the guidelines set forth by this agreement and SOP's of the department.

28. LIGHT DUTY ASSIGNMENT

The only light duty assignments available in the City of Portage Fire Department for firefighters is in assisting the Division Chief of Inspection with inspections and fire prevention classes in the schools. A firefighter who has not been released for full duty, and who can perform the duties described above and who is released by his or her treating physician for such duty may be assigned to such light duty on his or her regularly scheduled duty days in the 24 hours on/48 hour off duty schedule, if and when such work is available.

29. SANITATION, MAINTENANCE AND UPKEEP

The Employer agrees to supply and make available all materials that it deems are required in the day-to-day maintenance and upkeep of the interior, exterior, and grounds of all firehouses. The Employer further agrees to supply all items it deems necessary to maintain satisfactory sanitary conditions of all quarters within all fire houses.

No employee in the fire fighting and EMS force shall be assigned to perform any duty which is unrelated to fire fighting, fire prevention, rescue work, EMS, except for routine care and maintenance of the firehouse grounds, fire fighting equipment and apparatus, or the normal cleaning required to

maintain the quarters, and areas in which he/she is employed, in a clean and sanitary manner.

30. TRAINING AND NON-EMERGENCY DUTIES

The timing of training and the assignment of non-emergency duties shall not be motivated, initiated or imposed for disciplinary or retaliatory purposes.

31. SHIFT EXCHANGE

Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department.

Time exchanges may be voluntarily undertaken between two (2) employees upon notification of the employees' immediate supervisors.

The City has no responsibility for arrangement for the repayment of such time.

32. LUNCH AND DINNER HOURS

Except in unusual circumstances, each employee shall be allowed not less than one hour for lunch and one hour for dinner during each turn between the hours of 0800 and 1900.

33. JOB RELATED PHYSICIAN VISITS

After returning to work, Employees suffering injuries or illnesses due to job-related activities shall be paid at their regular rate of pay for all time lost from work while receiving medical treatment and examination and such employees shall be provided with the necessary transportation, if available, to and from the doctor's office when such employee is working his/her normal scheduled shift, at no cost to the employee.

34. SMOKING POLICIES

Smoking shall be prohibited in the interior portion of all Department facilities except on the apparatus floor area.

35. TURNOUTS - PERSONAL PROTECTIVE EQUIPMENT

All protective clothing and equipment shall meet all standards at time of purchase. New employees shall receive new equipment and clothing.

36. PHYSICAL FITNESS

If the City implements a physical fitness program, it will be specifically designed for each Fire Fighter to obtain a level of fitness consistent with the duties he or she may be called to perform. The physical fitness program shall be a positive program and not punitive in design; allow for age and position in the Department; allow for on-duty time participation utilizing facilities which have been provided for or arranged; provide for rehabilitation and remedial support for those in need; and be reasonable and equitable to all participants.

Prior to the implementation of any mandatory physical fitness program each participant shall be medically evaluated and certified by the Fire Department Physician. Any medical evaluation or certification shall be at no cost to the employee.

The Fire Department shall ensure that the results of all medical evaluations and physical performance tests shall remain confidential. The Fire Department shall be informed by the Fire Department Physician only as to whether each fire fighter is certified or not certified.

37. WELLNESS PROGRAM

If the City implements a Wellness Program, a wellness Committee will be established, and it shall be comprised of two members appointed by the Local Union President and two members appointed by the Fire Chief. The committee shall meet to update and maintain the program.

38. CONTAGIOUS DISEASE

The Employer shall provide to all employees who want to be immunized or tested, the following immunizations and tests, as requested during the life of this Agreement:

- a. Flu
- b. Tetanus
- c. Hepatitis (All Types)
- d. Rubella (for females of child bearing age)
- e. Testing for HIV/AIDS whenever the employee has been exposed to a possible risk of infection with HIV/AIDS in a work situation.
- f. Annual Screening for tuberculosis

The City will provide training and equipment to assist in recognizing and/or preventing the communication of AIDS, Hepatitis and other infectious diseases.

39. LEGAL DEFENSE OF FIREFIGHTERS

The City agrees to defend and pay any settlement, claims, or judgments brought against or recovered against any member of the Department arising from the Department member's activities in the performance of duty only, including but not limited to, the operation of fire vehicles or apparatus, where such defense and payment is mandated as a City obligation by law.

40. ADDITIONAL LIFE INSURANCE

The City hereby agrees to make additional life insurance coverage available to employees through the current life insurance program provided by the City. Such additional life insurance coverage shall be available in amounts up to \$300,000.00, with the premium on such additional coverages to be in amounts determined by the insurance carrier, and to be paid by the employee who elects to have such additional coverage.

41. SAVINGS CLAUSE

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

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement.

42. DURATION

This Agreement shall be effective as of October 22, 2001 and shall remain in full force and effect until the 31st day of December, 2004. However, wages and benefits shall be renegotiated each year. The parties agree to commence negotiations in good faith on the wages and benefits for the coming year no later than June 30 of the year before such wages and benefits become effective. The parties agree to commence negotiations in good faith on the terms of a new collective bargaining agreement no later than June 30, 2004, and to continue to bargain in good faith until agreement on a new collective bargaining agreement is reached.

43. EVERGREEN CLAUSE

If, on the expiration date, the parties have not yet entered into a new agreement relating to time periods after that date, then the terms and provisions of this Agreement shall nonetheless remain in full force and effect until the earlier of (i) the date a new agreement is entered by the parties, or (ii) two calendar years after the expiration date. This Agreement shall remain in effect during any such period of negotiations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of October, 2001.

CITY OF PORTAGE

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 3151

By: _____
Douglas W.
Olson, Mayor

By: _____
Ronald J.
Ziulkowski,
President

ATTEST:

By: _____
Felix
Kimbrough,
Clerk
Treasurer

By: _____
Joseph
Calhoun, Vice
President

By: _____
Andy Himan,
Secretary

By: _____
Thomas Potts,
Bargaining
Committee

By: _____
Raymond
Smolar,
Bargaining
Committee

By: _____
Mark Vittetoe,
Bargaining
Committee

EXHIBITS

- a. Portage Fire Department Rules and Regulations
- b. Standard Operating Procedures
- c. City of Portage, Employee Health Benefit Plan: Plan Supervisor: Stewart C. Miller & Co., Inc., Effective July 1, 1998.
- d. Guardian Group insurance Plan, City of Portage (Dental Benefits).
- e. Fire Prevention and Protection, codification of Ordinances:

Division 2. Merit System, Sections 46-36 - 46-55.

Division 3. Firefighter Pension Fund, Sections 46-66 - 46-69.
- f. Policy Implementing the City of Portage Drug and Alcohol Program (7 pages, and Chain of Custody Instructions for Specimen Collection and Handling of Drug Screen Test Request Form.
- g. Ordinance No. 01-46, Setting wages for Fire Department Personnel, for the year 2001, and later adopted ordinances for future years.

Rules & Regulations

CHAPTER 10

DEPARTMENT RECORDS

1. Definition.

Department records mean all written records of the Department prepared, generated or obtained during the course of Department operations, including personnel files, records of investigations conducted by employees of the Department, intradepartmental or other communications, case reports, photographs, and computer generated information.

2. Ownership of Records.

Department records are the property of the Fire Department and are to be used solely for official business. Effective and organized administration of the Department requires that the integrity of Department records be maintained, and that the Fire Department be able to account for the location and possession of Department records at all times.

3. Access to Department Records by Employees.

Only employees authorized by the Chief will have access to Department records. Employees may obtain copies of Department records for official purposes. Employees are not to release the records to anyone else without the prior authorization of the Chief.

4. Required Acts.

- a. Every employee shall, as soon as possible and, in any event, within twenty-four (24) hours of obtaining knowledge thereof, report in writing to the Chief all knowledge which he or she may have regarding the unauthorized possession of Department records by any person.
- b. Every employee shall, as soon as possible and, in any event, within twenty-four (24) hours of obtaining knowledge thereof, report in writing to the Chief all knowledge which he or she may have regarding the unauthorized communication of the contents of any Department records by employees to any other person.
- c. All employees obtaining access to Department records shall not retain any reproductions or abstracts of such records, except as provided below.

5. Personnel Records

- a. The City shall maintain personnel files for each Employee. Employees or their authorized representatives have the right to examine and to copy the contents of their own personnel files which are maintained by the City, during business hours Monday through Friday excluding legal holidays, and the employee may disclose the contents of his or her own personnel file. Adverse comments may not be placed in the Employee's personnel files without the employee having been given a copy of such document. Employees may cause to be placed in their personnel files responses to adverse material inserted therein and a reasonable amount of correspondence, as determined by the City, may be placed in Employees' personnel files from other sources so long as it directly relates to their job performance.
- b. Only personnel authorized by the Fire Chief may review an Employee's personnel file.

6. Public and Other Access to Department Records

- a. Nothing in this Chapter 10 shall prohibit any employee from making a request for Department documents which are available to the public, nor shall it prohibit any employee from utilizing documents obtained through such a request as a member of the public may utilize those documents.
- b. The Union may convey information contained in Department records it has obtained properly to its attorney and advisors for their use in representing the Union.

Engineer Job Description

The Engineer Job Description will be put back as originally agreed, by eliminating the provision which states: "7.4 Assumes the duties of the next higher-ranking position in their absence."

Amendment to Portage Fire Department Rules and Regulations
(Amended for 2003)

An employee who leaves work anytime after 12 hours of work on that shift due to illness, injury or family emergency, is considered to have worked a complete shift and will not be charged a sick day.

Chapter 10 (Amended for 2004)

Chapter 10 shall be removed from this contract as it is reflected in Standard Operating Procedure #32. All Chapter numbers following Chapter Ten shall be moved forward in succession.

Miscellaneous Time Off (Amended for 2004)

Employees shall receive 3 Personnel days each year to be used in accordance with the guidelines set forth by this agreement and SOP's of the department.

Amended
Copy
6/04

AGREEMENT

BETWEEN

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
PORTAGE FIREFIGHTERS LOCAL 3151, AFL-CIO

AND

CITY OF PORTAGE

October 22, 2001, through December 31, 2004

Amended: November 12, 2002
Effective: January 1, 2003
Amended: December 22, 2003
Effective: January 1, 2004

TABLE OF CONTENTS

1. INTRODUCTION 1

2. UNION RECOGNITION 1

3. DUES CHECKOFF 1

4. UNION BUSINESS 1

5. NON-DISCRIMINATION 2

6. BULLETIN BOARD SPACE 2

7. IAFF DECALS 2

8. NEWLY HIRED FIREFIGHTERS 3

9. CLOTHING ALLOWANCE 3

10. ON DUTY UNIFORMS 3

11. MANAGEMENT RIGHTS 4

12. CONTRACTING OUT 4

13. REDUCTIONS IN FORCE - PERSONNEL REDUCTION 4

14. DISCIPLINE AND DISCHARGE 5

15. OTHER AGREEMENTS - INCORPORATED BY REFERENCE 5

 a. Portage Fire Department Rules and Regulations 6

| | | |
|----------|--|---|
| b. | Standard Operating Procedures | 6 |
| c. | City of Portage, Employee Health Benefit Plan | 7 |
| d. | Guardian Group insurance Plan, City of Portage (Dental Benefits) | 7 |
| e. | Fire Prevention and Protection, codification of Ordinances: | 7 |
| | Division 2. Merit System, Sections 46- | |
| | 36 - 46-55. | 7 |
| | Division 3. Firefighter Pension Fund, | |
| | Sections 46-66 - 46-69. | 7 |
| f. | Policy Implementing the City of Portage Drug and Alcohol Program | |
| g. | Ordinance No. 01-46 Setting wages for Fire Department Personnel, | 1 |
| 16. | LABOR-MANAGEMENT COMMITTEE | 7 |
| 17. | GRIEVANCE PROCEDURE | 8 |
| 18. | NO STRIKE OR LOCKOUT | 1 |
| 19. | SENIORITY | 1 |
| 20. | JOB POSTING & BIDDING | 1 |
| 21. | WAGES | 1 |
| 22. | MAINTENANCE OF PARAMEDIC PAY UPON PROMOTION TO RANK WITH LOWER RATE OF | |
| 23. | MASTER FIREFIGHTER | 1 |
| 24. | HOLIDAY PAY | 1 |
| 25. | CALL BACK PAY | 1 |
| 26. | SICKNESS AND ILLNESS. | 1 |
| a. | Duty Related Injury, Illness or Disease | 1 |
| b. | Annual Sick Leave | 1 |
| c. | Major Medical Sick Leave | 1 |
| d. | Miscellaneous Sick Leave Policies | 1 |
| 27. | HOURS OF WORK | 1 |
| 28. | LIGHT DUTY ASSIGNMENT | 1 |
| 29. | SANITATION, MAINTENANCE AND UPKEEP | 1 |
| 30. | TRAINING AND NON-EMERGENCY DUTIES | |
| 31. | SHIFT EXCHANGE | 1 |
| 32. | LUNCH AND DINNER HOURS | 1 |
| 33. | JOB RELATED PHYSICIAN VISITS | 1 |
| 34. | SMOKING POLICIES | 1 |

| | | |
|----------|---------------------------|---|
| 35. | TURNOUTS | 1 |
| 36. | PHYSICAL FITNESS | 1 |
| 37. | WELLNESS PROGRAM | 1 |
| 38. | CONTAGIOUS DISEASE | 1 |
| 39. | LEGAL | 1 |
| 40. | ADDITIONAL LIFE INSURANCE | 1 |
| 41. | SAVINGS CLAUSE | 1 |
| 42. | DURATION | 1 |
| 43. | EVERGREEN CLAUSE | 1 |

1. INTRODUCTION

This Agreement is entered into by and between the City of Portage ("Employer" or "City") and Local #3151, International Association of Fire Fighters ("Union"). The general purpose of the Agreement is to set forth the salary, benefit structure and conditions of employment applicable to firefighters in the bargaining unit employed by the City and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees and the Union. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

2. UNION RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive representative for the bargaining unit composed of all Firefighters in the employ of the Fire Department of the City of Portage, except the Chief, Assistant Chiefs, Division Chiefs, and Battalion Chiefs, who are expressly excluded from the bargaining unit. The term "Employee" shall refer to any Firefighter in the above defined bargaining unit, all of whom are covered by the terms and conditions of this Agreement. The bargaining agent shall represent all such Employees of said Department in matters pertaining to wages and terms and conditions of employment.

3. DUES CHECKOFF

Upon receipt of voluntary, written, signed authorization in such form as complies with Indiana law (I.C. 22-2-6-2) from employees who are covered by this Agreement, and who are bargaining unit members, the City shall deduct each month from the earnings of such employees an amount representing their regular, monthly dues, and fees and assessments, and shall remit such monies to the Treasurer of the Union in a timely manner not to exceed ten (10) working days. The Union shall at its sole discretion and determination establish reasonable dues, fees and assessments and shall advise the City of any changes. The Union will indemnify the City and hold it harmless from any or all claims or liabilities which may arise under this paragraph.

4. UNION BUSINESS

In order to attend to Union business, the Employer shall grant a reasonable amount of time off during working hours, without loss of pay, for Union appointed representative(s) to attend to such Union business. Such persons must request and obtain permission from their immediate supervisor before leaving their work station. Such persons must report back promptly when their part in attending to the Union business is completed.

Two (2) members of the Union shall be granted time off without loss of pay to attend state and national conventions, conferences, seminars, and other Union business, so long as any

such "other Union business" is approved by the Chief's office. At the Chief's discretion, additional members may be allowed to attend such functions, without loss of pay, based on manpower considerations. Such persons must notify the Fire Chief a reasonable time in advance as to the dates of such functions. During any time that the Employer and Union are engaged in negotiations, three (3) members of the Union's negotiating team shall be allowed time off for all such meetings which shall be mutually set as to time and date by the Employer and the Union and such members of the Union's negotiating team shall attend such meeting without loss of pay.

The Fire Chief shall receive a written request three (3) days prior to the occurrence of such Union business, except when an emergency precludes such notification. The President of the Union or his designated representative shall be afforded time off from duty without loss of pay or benefits to attend all meetings convened in connection with the grievance procedure contained in this Agreement.

Union members will be allowed to attend the monthly Union meeting while on duty, so long as they remain available to respond to any emergency calls.

5. NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees without regard to race, age, sex, national origin, religious belief, disability, political affiliation, or membership or non-membership in the Union except where age, sex, or physical requirements are a bona fide occupational qualification or as provided by law. The Union shall share with the City the responsibility for applying this provision of the Agreement.

6. BULLETIN BOARD SPACE

The Union shall, at its expense, purchase, install and maintain one unlocked and one locked bulletin board at each station, the sizes and locations of which are consistent with current practice, that are used solely for Union business. The Union will monitor the unlocked bulletin board to avoid any employees from posting materials that are not approved by the Union Executive Board.

7. IAFF DECALS

The City and the Fire Department agree to promote the mutual recognition of IAFF Portage Firefighters Local No. 3151 through the placement of IAFF decals on all ambulances and fire trucks. The IAFF logo on the decals shall be no larger or smaller than approximately 8 1/2" x 11" in dimension.

8. NEWLY HIRED FIREFIGHTERS

All newly hired firefighters and current union members shall, as a condition of their employment, maintain membership in the union or pay a maintenance fee equal to regular monthly dues, as long as they are bargaining unit members.

All newly hired firefighters shall, as a condition of their employment, be a certified paramedic or be sent to paramedic training by the fire department within the first 18 months of employment and maintain that certification throughout their employment. If the employee fails to successfully complete the course, he or she may be terminated or file an appeal with a review panel. The panel shall consist of 1 member of the Merit Board, the Fire Chief or designee and a Representative appointed by the Union. The review panel may grant the employee one more attempt at Paramedic Training. If the employee fails to complete the course on the second attempt or is denied a second attempt on appeal, the employee shall be terminated and be responsible for repayment of tuition to the Department. If the employee terminates their employment or is terminated within 5 years of active duty as a paramedic, the employee shall be responsible for repayment of tuition on a pro rated basis. Each year shall count as twenty percent (20%) credit towards the tuition. (All decisions of the review panel shall be final and not grievable)

Employees shall also be responsible for repayment of fire academy tuition if the employee fails to successfully complete the fire academy and Firefighter I/II certification, is terminated or terminates their own employment within 5 years of hire, pro rated at 20% per year. Repayment shall be due no later than thirty (30) days after termination of employment. If repayment is not made within thirty (30) days after termination of employment, the repayment amount shall bear interest at the rate of twelve (12) percent per annum from the date employment is terminated until paid in full. In addition, the City shall be entitled to recover all costs incurred in collecting the repayment amount, including reasonable attorney fees.

Upon hiring, the City shall issue to each newly hired firefighter the following at no cost to the employee:

- a. Personal Protective Equipment, including helmet, coat and pants, boots, gloves, Nomex hood, SCBA mask;

- b. Clothing, including, Station Uniforms comprised of two (2) shirts and two (2) pants, a belt, and Winter/Spring Jacket;
- c. Miscellaneous, including, three (3) badges (two (2) breast shields and one (1) hat shield), two (2) name tags, one (1) pager (pager at Fire Chief's discretion based on demonstrated or acknowledged availability to respond to off-duty call backs).

In addition, each newly hired firefighter shall be issued a dress uniform by the City at no cost to the firefighter which includes a shirt, pants jacket, overcoat and hat. The dress uniform will be provided to each newly hired firefighter within thirty (30) days after the firefighter's one year anniversary date of employment.

Within the first year of employment, each newly hired firefighter shall be sent to Arlington Heights Fire Academy or a fire academy of comparable quality that is chosen by the Fire Chief. The Fire Chief maintains the right to change fire academies. The costs and expenses of such training, including tuition, meals and lodging shall be paid by the City. In addition, the City shall pay travel expenses for use of a personal vehicle (the reimbursement will be the current Internal Revenue Service deduction rate and will not include any toll or parking expenses), or the City may choose to provide a City vehicle and pay for gas, tolls, parking, etc.

9. CLOTHING ALLOWANCE

Commencing in the Firefighter's second year of employment with the Department, the city shall pay each Firefighter a clothing allowance in the amount of Eleven Hundred Dollars (\$1100.00) per year, in two installments of \$550.00 each on separate checks and without withholdings deducted, one in the spring and one in the fall for Year 2004 and 2005. A 1099 will be issued by January 31 of the following year for \$1100.00.

10. MANAGEMENT RIGHTS

The Employer maintains the exclusive right to manage the Department and to direct the work force, except as otherwise provided in this Agreement.

11. CONTRACTING OUT

The Employer agrees that fire suppression functions and Emergency Medical Services shall be provided by full time Employees and that such services shall not be contracted out to private companies, or assigned to volunteers or reserves. No volunteers, part time employees, or reserves shall be utilized as permanent, regular or temporary help or instead of full time Employees. The Employer shall not utilize volunteers to staff the Department or as reserves. Nothing in this section shall

prohibit the Employer from entering into and utilizing mutual aid agreements with fire departments of other municipalities or political subdivisions, whether such fire departments are staffed by volunteers or paid firefighters.

12. REDUCTIONS IN FORCE - PERSONNEL REDUCTION (See Also: Sec. I.C. 36-8-4-11)

The Employer shall notify the Union of the need to reduce the number of employees who are on payroll within the bargaining unit at least 30 days before the effective date of a layoff. Such notice shall be given in writing addressed to the Union by certified mail. The notice shall disclose the number of positions affected, the names of the persons affected, the rank or classification of each position so affected, and the unit or units, if any which are to be disbanded, as well as the date, purpose and nature of the action that is to be taken with regard to such employees. The notice also shall reasonably state the reasons for the action. Immediately after issuing the notice, the Employer shall give the Union a reasonable period of time, of no less than 30 days, within which the City shall meet and confer with the Union to discuss such action. The Employer shall respond to any proposals which the Union may make in response to the subject matter of notice. All reductions in force (layoffs) shall be in reverse order of seniority in the Department, without regard to rank, except for the Chief of the Department and the President of the Union, who shall also be afforded "superseniority" relative to lay-off.

13. DISCIPLINE AND DISCHARGE

All discipline and discharge shall be according to rules established by the Employer and City Code Sections 46-36 through 46-55. During the term of this Agreement, all commendations, awards, complaints, reprimands, or other records of disciplinary action against each employee which are reduced to writing and placed in his/her personal file shall be duplicated and a copy sent to the employee. Failure to comply with this provision shall not void discipline. The remedy shall be that a copy subsequently be sent to the employee.

14. OTHER AGREEMENTS - INCORPORATED BY REFERENCE

The following agreements between the parties are incorporated herein by the following reference. These agreements have been mutually agreed to and are in effect at the time that this collective bargaining agreement is entered. It is the intention of the parties that these agreements shall remain in effect, in their present form at the time of the effective date of this Agreement, for the duration of this Agreement, and any extensions thereto until modified, amended or rescinded as follows. With respect to subparagraphs e, and f, the Ordinances relating to the Fire Merit System and the Firefighter Pension Fund, and the City Drug Policy, the parties intend to incorporate these Ordinances as they may be amended from time to time. With respect to subparagraph g, the Wage

Ordinance, the parties intend to incorporate the applicable Wage ordinance as it is adopted each year. With respect to changes during the term of this Agreement in any of the other documents incorporated by reference, the Union shall be given notice of proposed changes (including any additions and deletions) and the parties shall meet prior to implementation of any such change(s) (except in emergency circumstances, in which case the parties shall meet as soon as possible even if that is after implementation) and at such meeting(s) the parties shall confer and attempt to reach agreement on the proposed change(s). If no agreement is reached, the City may implement such change(s) and the Union shall have the right to grieve such change(s) under the Grievance Procedure.

- a. Portage Fire Department Rules and Regulations
 1. Information
 2. Organization
 3. Duties and Powers of the Fire Chief
 4. Salaries and New Employees
 5. General Rules and Procedures
 6. Uniform and Appearance
 7. Regarding Equipment
 8. Work Times, Absenteeism, Sick Time Policies
 9. Resignation and Retirement
 10. Department Records (as agreed, September, 2001)
 11. Drug and Alcohol Policy
 12. Leave of Absence, Military Duty
 13. Family Medical Leave Act
 14. Guidelines for Disciplinary Action
 15. Sexual Harassment Policy

- b. Standard Operating ProceduresGENERAL
 1. Fire Extinguishers
 2. Hydrants
 3. Kelly Day Policy
 4. Mutual Aid
 5. Incident Command
 7. SCBAS Procedure
 10. Haz-Mat Response
 11. Eye Protection
 12. Lock Out - Tag Out
 13. Riders
 14. Overtime
 15. Confined Space Rescue
 16. Fire Station Evacuation
 17. Infection Control Program
 19. Hazard Communication Program
 20. Bio- Solve
 21. Radio Communication with South haven
 23. Carbon Monoxide Investigation
 24. Protective Clothing Inspection
 25. Paramedic Continuing Education
 26. Emergency and Non-Emergency Driving

27. Lock Outs
28. Minimum Manning
30. Portable Radios

ENGINE AND EQUIPMENT

1. Air Equipment
3. Tower 2
5. Amkus Tool
11. Service Testing of fire Hose
12. Passport Personal Gas Alarm

AMBULANCE EQUIPMENT

2. Matrix Suction Unit
4. Lifepak II
5. Auto Vent

FIRE GROUND TACTICS

1. Investigation / Arson Team
2. Natural Gas Emergencies

MEDICAL TACTICS

1. BLS Checklist
2. ALS Checklist
3. Paramedic / EMT Re-certification
4. Combi-tube
5. ALS Engine Companies
6. Semi-Automatic Defibrillator L.P. 710
7. Auto-Defib in Fire Cars
8. Responding Back to the City
9. ERT
10. Hazardous Materials Contamination

- c. City of Portage, Employee Health Benefit Plan: Plan Supervisor: Stewart C. Miller & Co., Inc., Effective July 1, 1998.
 - d. Guardian Group insurance Plan, City of Portage (Dental Benefits).
 - e. Fire Prevention and Protection, codification of Ordinances:
Division 2. Merit System, Sections 46-36 - 46-55.

Division 3. Firefighter Pension Fund, Sections 46-66 - 46-69.
 - f. Policy Implementing the City of Portage Drug and Alcohol Program (7 pages, and Chain of Custody Instructions for Specimen Collection and Handling of Drug Screen Test Request Form.
 - g. Ordinance No. 01-46 Setting wages for Fire Department Personnel, for the year 2001, and later adopted ordinances for future years.
15. LABOR-MANAGEMENT COMMITTEE

The Employer and the Union, recognize that cooperation between labor and management is indispensable to the accomplishment of sound and harmonious labor relations and agree to jointly maintain and support a Labor-Management Committee.

There shall be a Labor-Management Committee consisting of two to four representatives of the Union appointed by the Union and two to four representatives of the Chief's Office appointed by the Chief, which may include a member or members of the City Council. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems which may include discussion of the implementation of major new Department Programs or substantial modifications of existing major Department Programs that will have a significant impact on work schedule or duties.

The Committee shall meet quarterly at mutually scheduled times, and at any other mutually scheduled times.

Representatives of the Union on the Committee who are employees shall not lose pay and shall be able to attend meetings mutually scheduled during their duty times, provided minimum manning requirements are met.

The Committee may, if it deems proper, suggest recommendations to the Fire Chief's office and Human Resource Director for their consideration and determination.

Any matter referred to in this Article may be discussed by the Committee at the request of any member of the Committee.

16. GRIEVANCE PROCEDURE

Grievance: A grievance is any claim that the other party has failed to meet an obligation under this agreement, including any determination under paragraph 16 relating to a modification of documents incorporated by reference into this Agreement.

Union Steward: The Union Steward is the member of the Grievance Committee appointed by the Union Executive Board representing the employee during any disciplinary or grievance procedure.

Employee's Rights: All employees are entitled to Union representation upon request. Once an employee has requested Union representation, all procedures shall be suspended until a Union Steward is present to represent the employee. Any Union Steward whose participation is necessary in such a role shall be allowed to act in such a manner and other Employees who must be present for participation in grievance adjustments shall be allowed to participate (as long as minimum manning requirements are not compromised), without loss of pay. Should a Union Steward not be readily available, due to manning constraints or other reasons, a member of the Local's Executive Board may act as a representative for said employee.

Business days are Monday through Friday, excluding holidays.

Step 1. If a claim has not been resolved through discussions between the employee or the employee's Union representative and the immediate supervisor then a grievance may be filed in writing by the Union representative with the Chief's Office, within 15 business days after such time as the employee should reasonably have been aware of the occurrence or the incident giving rise to the grievance.

The grievance shall include the following information:

- (1) Name(s) of employee(s) involved.
- (2) Date of alleged violation or event giving rise to the claim.
- (3) Facts of the case.
- (4) Remedy sought.
- (5) Specific Section(s) of the Agreement(s) alleged to be violated.
- (6) Date of presentation of written grievance.
- (7) Signature of employee involved. (In case of a grievance on behalf of a group of employees, the grievance shall be signed by some members of such group.)
- (8) Signature of Union representative.

The Chief, or his designated representative, shall render a decision in writing to the employee and Union within 5 business days after receipt of the grievance.

Step 2. Appeal to the Human Resources Department. Should the grievance remain unresolved, the Union representative may, within 10 business days after receipt of the Chief's decision, submit the grievance in writing to the Human Resources Department. The Human Resources Department shall respond to the grievance in writing within 5 business days after receipt of the grievance.

Step 3. Appeal to Board of Works. Should the grievance remain unresolved, the Union representative may, within 10 business days after receipt of the response in Step 2, submit the grievance in writing to the Board of Works. The Board of Works may set a meeting with the employee and the Union representative and the Fire Chief and/or his representative within 20 business days after submission and attempt to resolve the dispute. The written decision of the Board shall be delivered to the parties as soon as possible, but at least within 30 days after the receipt of the grievance or, if a meeting is held, within 30 days after such meeting.

Step 4. Arbitration. If the decision of the Board of Works is not acceptable to either of the parties, the dissatisfied party, either the City or the Union, within 30 days after receipt of the Board's Decision, may give the other party

notice of intent to submit the grievance to an impartial arbitrator who shall be selected by mutual agreement or, if such agreement is not reached, by alternately striking the names from a list of 7 arbitrators submitted by the Federal Mediation and Conciliation Service (FMCS) with the first party to strike to be determined by lot (after the first arbitrator is selected, the first strike shall alternate between the parties).

It is agreed that the decision of the arbitrator shall be final and binding on all parties and that the arbitrator's fees shall be borne equally by the parties. The arbitrator shall have no power to add or to subtract from the provisions of this Agreement, except with respect to decisions relating to modifications under paragraph 16 of this Agreement.

Time limits. Time limits may be extended by mutual agreement of the parties. Failure by the employee or the Union to follow time limits, unless so extended, shall nullify the grievance. Failure by the City to follow the limits, unless so modified, shall cause the grievance to move to the next level automatically.

Consolidation. Concurrent grievances alleging violation of the same provision shall be consolidated for the purpose of this procedure as a single grievance.

17. NO STRIKE OR LOCKOUT

During the duration of this Agreement, there shall be no strikes or lockouts. Both the Union and the City shall have any and all rights for enforcement of this provision as are contained within this Agreement and the applicable laws of the State of Indiana and Federal statutes and regulations.

18. SENIORITY

Seniority shall be determined by continuous service in the Fire Department calculated from the date of employment. Continuous service shall be broken by only resignation, discharge or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the Merit Board Eligibility List. The employee with the highest score shall be considered to have the greatest seniority.

Seniority means Department Seniority and is defined as length of continuous employment with the City Fire Department as herein defined, including military service as defined by Federal and State laws.

The department shall establish a seniority list annually. The list will be posted on the appropriate bulletin boards. A copy of said seniority list and any revised list shall be furnished to the Union's Secretary-Treasurer at the Union's business address.

Time in grade will be the determining factor for open job assignments.

19. JOB POSTING & BIDDING

All new or open job assignments for the positions specified below, shall be posted for a period of two weeks. The positions subject to this procedure include new positions and positions which become open for: Ambulance Chauffeur, Permanent Engine Paramedics, and openings on Specialty Teams such as ERT/SWAT, Dive, and Arson Investigation. A job description for each such position, including duties, and job related qualifications, skills and experience, shall be drafted by the Employer, subject to the Union's right to file a grievance regarding any qualification(s) which it alleges are not job related. Posting shall be at all Stations on bulletin boards. Any firefighter wishing to apply for a posted job will comply with the following procedures.

- a. File a written application for the job assignment with the Chief's office on an agreed upon form supplied by Employer.
- b. A list of qualified candidates will be prepared by the Employer. The senior qualified candidate based on time in grade should be selected for the job assignment of Permanent Engine Paramedic. The senior qualified candidate should be selected for the job assignment on any specialty team, subject to approval by a majority of the members of the team and by the team leader (such decisions shall be deemed to be non-grievable).
- c. The Employer may return an employee to their former assignment, if the Employer determines that the Employee is unable to perform the new assignment satisfactorily.

20. WAGES

Wages, including longevity pay, for Department personnel are set forth in Ordinance No. 03-___ for the year 2004. Longevity pay shall be increased by twenty-five percent (25%) for the year 2005. Thereafter, the parties agree that longevity pay shall be increased five percent (5%) per year for the years 2006 through 2009. The agreed-upon longevity pay increase for the years 2005 through 2009 shall be incorporated into the collective bargaining agreement to be negotiated by the parties in 2004, which agreement shall begin in 2005. Wages in all future years covered by this agreement shall be negotiated annually by the parties, such negotiations to commence no later than June 30 of each year of this agreement, and such wages to be set forth thereafter in the annual wage ordinance.

The City of Portage will offer a paycheck direct deposit program for department personnel to the financial institution stipulated by the employee as of June 23, 2003.

When the City or Fire Department fails to include overtime pay or other pay earned on a paycheck that was earned in the preceding pay period, the city shall include the overtime on the next paycheck.

Employees shall be paid every other Friday (or the day prior when a holiday effects payday) and checks shall be available to employees no later than 8:00 a.m. on that day at Station 1. Direct Deposit shall also be posted to an employees designated bank account no later than 8:00 a.m. on payday.

21. MAINTENANCE OF PARAMEDIC PAY UPON PROMOTION TO RANK WITH LOWER RATE OF PAY

Paramedics who become Master Firefighters, or who are promoted to the rank of Engineer or Lieutenant, shall receive the higher rate of pay for paramedics.

22. MASTER FIREFIGHTER

Every firefighter with three or more years of service with the Department on or after January 1, 2002, shall become a Master Firefighter (after completing one year as a probationary firefighter or a probationary paramedic and two additional years as a private, paramedic or otherwise). The rate of pay for Master Firefighter is to be equal to that for a Master Patrolman. Master Firefighter will become the pension base for firefighters effective on January 1, 2002. The Engineer Rank is paid the same rate as the Master Firefighter, and the Ambulance Chauffeur is eliminated as a position and becomes a job assignment.

23. HOLIDAY PAY

Holidays commence at 8:00 a.m. on the holiday and end at 8:00 a.m. the following day. If an employee's regular schedule requires them to work on a holiday and the employee works on the holiday (or arranges coverage pursuant to the Shift Exchange procedures in this Agreement) the employee shall be paid a [REDACTED] or the FLSA minimum, whichever is greater. If the employer schedules an employee to take a Kelly (12 hours off) on a holiday the employee is regularly scheduled to work, the employee shall receive the full holiday bonus. If a kelly is scheduled on a holiday at the employee's request, the employee shall receive one half of the holiday bonus. Any employee who is not regularly scheduled to work a holiday, but who is required to work on the holiday, in order for the Department to meet minimum manning standards, shall be paid any

overtime pay to which the employee is entitled, plus one half of the holiday bonus if required to work less than 12 hours, or the full holiday bonus if required to work 12 hours or more.

[REDACTED]

[REDACTED] Monday in February

[REDACTED] Monday in September

[REDACTED] Thursday in November

[REDACTED] December

[REDACTED] to be

24. Overtime

Employees shall be paid premium rates of pay equal to one and one-half times his/her regular rate of pay when:

- a. The employee is held over beyond the end of his/her regular scheduled work shift in which case the employee shall be entitled to a minimum of 1/2 hour premium pay, and/or,
- b. The employee is required to report in early for his/her regularly scheduled shift in which case the employee shall be entitled to premium pay or,
- c. The employee is called in to work at a time not immediately preceding his/her regularly scheduled shift in which case the employee shall be entitled to a minimum of 2.0 hours premium pay.
- d. Employees shall be compensated with one and one half of their normal pay rate for any hours worked over 204 hours in a Kelly Period. Scheduling overtime shall be done in accordance with the SOP #14, Overtime. When an employee has been scheduled for an overtime shift, that shift may not be canceled with less than 48 hours notice prior to the beginning of the overtime shift.

25. SICKNESS AND ILLNESS.

The current City of Portage, Employee Health Benefits Plan, shall remain in force with the employee contribution being one dollar (\$1.00) per month and the Dental Insurance Plan shall also remain in force with the current employee contributions to remain the same through December 31, 2004. Firefighters who leave the Fire Department with an approved disability through PERF as a result of an on the job injury shall also be entitled to this benefit on a graduated scale based on time served. A Firefighter who becomes disabled on the job with 4 years or less of service shall be responsible for 100% of the City's insurance premium. A firefighter who becomes disabled on the job with 5-9 years of service shall be responsible for 75% of the City's premium. A firefighter who becomes disabled on the job with 10-14 years of service will be responsible for 50% of the City's premium; and a firefighter who becomes disabled on the job with 15 or more years of service will be responsible for 25% of the City's premium.

a. Duty Related Injury, Illness or Disease

All full-time employees shall receive a maximum of one year of paid sick leave for all duty-related injuries, illnesses or diseases. Firefighters shall be paid for duty-related sick leave at their regular rate of pay during the first 120 days of any such leave, and at the rate prescribed in the Indiana Workers Compensation Act (currently, 66 2/3 percent of average weekly wage) for the remainder. A firefighter may elect to use his or her earned Major Medical Sick Leave and/or accumulated unused Annual Sick Leave (if any, and to the extent available) at the rate of one Major Medical Sick Leave day (or one Annual Sick Leave day) to cover three duty-related sick leave days, after the first 120 days of duty-related sick leave, in order to maintain full pay during the remainder of any such duty-related sick leave. Any firefighter sustaining a duty-related injury, illness or disease may select the doctor and hospital of his or her choice for all required treatment, with the City's approval. The City shall be responsible for paying for such treatment for the duration of injury and/or treatment.

b. Annual Sick Leave

Every full-time employee of the Fire Department shall be granted annual sick leave with full pay at the rate of five (5) days for one (1) year of

continuous service. Unused sick leave may be accumulated up to thirty (30) days. Upon termination of employment, an employee may be paid for the employee's sick leave, up to a maximum of thirty (30) days. Sick leave is to be utilized solely for the reason of non-duty-related illness or injury to the employee, except as provided in subparagraph a., above. In order to qualify for sick leave pay:

- i. employees shall notify their supervisors of their absence prior to the start of the work shift;
- ii. employees shall keep their supervisors informed of the extent of their illness and the anticipated day of return to work; and
- iii. a doctor's certification of any illness shall be obtained for any absence of more than two (2) duty/work days.

c. Major Medical Sick Leave

Every full-time employee of the Fire Department shall earn Major Medical Sick Leave for major illness, injury or maternity sick leave, with full pay, at the rate of one (1) work day per month of continuous employment service for employees who work five 8 hour days per week (40 hour schedule), or at the rate of 47/100ths of a work day per month of continuous employment service for firefighters who work a schedule of 24 hours at work followed by 48 hours off work (24 on/48 off schedule). This earned leave may accumulate up to ninety (90) work days (126 calendar days) for employees who work a 40 hour schedule, and may accumulate up to forty-two (42) work days (126 calendar days) for firefighters who work a 24 on/48 off schedule. In each case the rate of accumulation is the same in that it would take 7.5 years (90 months) of continuous employment service to earn or replace the maximum which may be accumulated. Each firefighter employed by the City on the date this Agreement is entered, is deemed to have earned the maximum Major Medical Sick Leave which may be accumulated. Accumulated leave is to be utilized solely for major illness, injury or maternity. In order to qualify for major leave pay, a physician must certify that the employee (a) needs surgery, (b) is pregnant, or (c) must miss work as a result of an illness or injury for more than five (5) work days (if the employee works a 40 hour schedule) or more than two (2) work days (if the employee works a 24 on/48 off schedule). A physician must re-certify each thirty (30) calendar days that the employee continues to qualify for major leave pay. Accumulated maternity leave may be utilized during pregnancy or immediately following pregnancy. Except as provided above in

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subparagraph a., relating to duty-related injury, illness or disease for firefighters, employees shall not be entitled to Major Medical Sick Leave if they are receiving benefits for a work-related injury, or other benefits from the City, and lost time shall not be deducted from accumulated sick leave.

d. Miscellaneous Sick Leave Policies

If, in the opinion of the Fire Chief, an employee is abusing the sick leave policy, the Fire Chief shall have the right to require the employee to submit written proof of illness or injury from the employee's treating physician. Before returning to active duty after an extended sick leave absence, the employee may be required to submit to an examination by the employee's treating physician to determine if the employee is capable of performing his duties.

Should an employee receive sick leave benefits under this Section and subsequently recover monies from a third party tort-feasor (by way of settlement or judgment), the employee shall reimburse the City from the proceeds of said settlement or judgment an amount of money equal to the sick leave benefits paid to the employee minus one-third of said amount (representing payment by the City of its portion of the anticipated attorneys fees associated with the employee's pursuit of the third party) and minus a pro rata portion of the expenses incurred by the employee in pursuit of the settlement or judgment.

26. HOURS OF WORK

a. Firefighters shall work a 24 hour shift.

b. The 24 hour shift shall commence at 0800 hours and continues through to 0800 hours the following day. The basic schedule for such personnel shall be 24 hours on duty followed by 48 hours off duty, with reporting relief time of 0800 a.m. Firefighters shall work a 27-day period (9 work days) and receive 5 reduction days in place of Kelly Days to be used throughout the current year. However, firefighters shall lose one reduction day for every 6 shifts they are off on major medical sick leave or duty related injury, illness or disease sick leave. Reduction days shall be selected by Department personnel by seniority in accordance with an SOP to be developed by the Fire Department administration and the Union. The SOP shall provide that:

a) Reduction days (along with all other prescheduled time off) may only be prescheduled when manpower is at least 14 firemen per shift.

b) Reduction days, comp time and personal days may be transferred to or used on a non-prescheduled day, as long as manpower is at least 13 firemen per shift.

c. For new hires in training and short term assignments the hours of work for daytime personnel are 8:00 a.m. to 4:00 p.m., 40 hours per week.

d. A firefighter will be considered to be on duty when responding during a general call back of Off-Duty personnel.

27. Miscellaneous Time Off

Employees shall receive 3 Personnel days each year to be used in accordance with the guidelines set forth by this agreement and SOP's of the department.

28. LIGHT DUTY ASSIGNMENT

The only light duty assignments available in the City of Portage Fire Department for firefighters is in assisting the Division Chief of Inspection with inspections and fire prevention classes in the schools. A firefighter who has not been released for full duty, and who can perform the duties described above and who is released by his or her treating physician for such duty may be assigned to such light duty on his or her regularly scheduled duty days in the 24 hours on/48 hour off duty schedule, if and when such work is available.

29. SANITATION, MAINTENANCE AND UPKEEP

The Employer agrees to supply and make available all materials that it deems are required in the day-to-day maintenance and upkeep of the interior, exterior, and grounds of all firehouses. The Employer further agrees to supply all items it deems necessary to maintain satisfactory sanitary conditions of all quarters within all fire houses.

No employee in the fire fighting and EMS force shall be assigned to perform any duty which is unrelated to fire fighting, fire prevention, rescue work, EMS, except for routine care and maintenance of the firehouse grounds, fire fighting equipment and apparatus, or the normal cleaning required to

maintain the quarters, and areas in which he/she is employed, in a clean and sanitary manner.

30. TRAINING AND NON-EMERGENCY DUTIES

The timing of training and the assignment of non-emergency duties shall not be motivated, initiated or imposed for disciplinary or retaliatory purposes.

31. SHIFT EXCHANGE

Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department.

Time exchanges may be voluntarily undertaken between two (2) employees upon notification of the employees' immediate supervisors.

The City has no responsibility for arrangement for the repayment of such time.

32. LUNCH AND DINNER HOURS

Except in unusual circumstances, each employee shall be allowed not less than one hour for lunch and one hour for dinner during each turn between the hours of 0800 and 1900.

33. JOB RELATED PHYSICIAN VISITS

After returning to work, Employees suffering injuries or illnesses due to job-related activities shall be paid at their regular rate of pay for all time lost from work while receiving medical treatment and examination and such employees shall be provided with the necessary transportation, if available, to and from the doctor's office when such employee is working his/her normal scheduled shift, at no cost to the employee.

34. SMOKING POLICIES

Smoking shall be prohibited in the interior portion of all Department facilities except on the apparatus floor area.

35. TURNOUTS - PERSONAL PROTECTIVE EQUIPMENT

All protective clothing and equipment shall meet all standards at time of purchase. New employees shall receive new equipment and clothing.

36. PHYSICAL FITNESS

If the City implements a physical fitness program, it will be specifically designed for each Fire Fighter to obtain a level of fitness consistent with the duties he or she may be called to perform. The physical fitness program shall be a positive program and not punitive in design; allow for age and position in the Department; allow for on-duty time participation utilizing facilities which have been provided for or arranged; provide for rehabilitation and remedial support for those in need; and be reasonable and equitable to all participants.

Prior to the implementation of any mandatory physical fitness program each participant shall be medically evaluated and certified by the Fire Department Physician. Any medical evaluation or certification shall be at no cost to the employee.

The Fire Department shall ensure that the results of all medical evaluations and physical performance tests shall remain confidential. The Fire Department shall be informed by the Fire Department Physician only as to whether each fire fighter is certified or not certified.

37. WELLNESS PROGRAM

If the City implements a Wellness Program, a wellness Committee will be established, and it shall be comprised of two members appointed by the Local Union President and two members appointed by the Fire Chief. The committee shall meet to update and maintain the program.

38. CONTAGIOUS DISEASE

The Employer shall provide to all employees who want to be immunized or tested, the following immunizations and tests, as requested during the life of this Agreement:

- a. Flu
- b. Tetanus
- c. Hepatitis (All Types)
- d. Rubella (for females of child bearing age)
- e. Testing for HIV/AIDS whenever the employee has been exposed to a possible risk of infection with HIV/AIDS in a work situation.
- f. Annual Screening for tuberculosis

The City will provide training and equipment to assist in recognizing and/or preventing the communication of AIDS, Hepatitis and other infectious diseases.

39. LEGAL DEFENSE OF FIREFIGHTERS

The City agrees to defend and pay any settlement, claims, or judgments brought against or recovered against any member of the Department arising from the Department member's activities in the performance of duty only, including but not limited to, the operation of fire vehicles or apparatus, where such defense and payment is mandated as a City obligation by law.

40. ADDITIONAL LIFE INSURANCE

The City hereby agrees to make additional life insurance coverage available to employees through the current life insurance program provided by the City. Such additional life insurance coverage shall be available in amounts up to \$300,000.00, with the premium on such additional coverages to be in amounts determined by the insurance carrier, and to be paid by the employee who elects to have such additional coverage.

41. SAVINGS CLAUSE

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

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement.

42. DURATION

This Agreement shall be effective as of October 22, 2001 and shall remain in full force and effect until the 31st day of December, 2004. However, wages and benefits shall be renegotiated each year. The parties agree to commence negotiations in good faith on the wages and benefits for the coming year no later than June 30 of the year before such wages and benefits become effective. The parties agree to commence negotiations in good faith on the terms of a new collective bargaining agreement no later than June 30, 2004, and to continue to bargain in good faith until agreement on a new collective bargaining agreement is reached.

43. EVERGREEN CLAUSE

If, on the expiration date, the parties have not yet entered into a new agreement relating to time periods after that date, then the terms and provisions of this Agreement shall nonetheless remain in full force and effect until the earlier of (i) the date a new agreement is entered by the parties, or (ii) two calendar years after the expiration date. This Agreement shall remain in effect during any such period of negotiations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of October, 2001.

CITY OF PORTAGE

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 3151

By: _____
Douglas W.
Olson, Mayor

By: _____
Ronald J.
Ziulkowski,
President

ATTEST:

By: _____
Felix
Kimbrough,
Clerk
Treasurer

By: _____
Joseph
Calhoun, Vice
President

By: _____
Andy Himan,
Secretary

By: _____
Thomas Potts,
Bargaining
Committee

By: _____
Raymond
Smolar,
Bargaining
Committee

By: _____
Mark Vittetoe,
Bargaining
Committee

EXHIBITS

- a. Portage Fire Department Rules and Regulations
- b. Standard Operating Procedures
- c. City of Portage, Employee Health Benefit Plan: Plan Supervisor: Stewart C. Miller & Co., Inc., Effective July 1, 1998.
- d. Guardian Group insurance Plan, City of Portage (Dental Benefits).
- e. Fire Prevention and Protection, codification of Ordinances:
 - Division 2. Merit System, Sections 46-36 - 46-55.
 - Division 3. Firefighter Pension Fund, Sections 46-66 - 46-69.
- f. Policy Implementing the City of Portage Drug and Alcohol Program (7 pages, and Chain of Custody Instructions for Specimen Collection and Handling of Drug Screen Test Request Form.
- g. Ordinance No. 01-46, Setting wages for Fire Department Personnel, for the year 2001, and later adopted ordinances for future years.

Rules & Regulations

CHAPTER 10

DEPARTMENT RECORDS

1. Definition.

Department records mean all written records of the Department prepared, generated or obtained during the course of Department operations, including personnel files, records of investigations conducted by employees of the Department, intradepartmental or other communications, case reports, photographs, and computer generated information.

2. Ownership of Records.

Department records are the property of the Fire Department and are to be used solely for official business. Effective and organized administration of the Department requires that the integrity of Department records be maintained, and that the Fire Department be able to account for the location and possession of Department records at all times.

3. Access to Department Records by Employees.

Only employees authorized by the Chief will have access to Department records. Employees may obtain copies of Department records for official purposes. Employees are not to release the records to anyone else without the prior authorization of the Chief.

4. Required Acts.

- a. Every employee shall, as soon as possible and, in any event, within twenty-four (24) hours of obtaining knowledge thereof, report in writing to the Chief all knowledge which he or she may have regarding the unauthorized possession of Department records by any person.
- b. Every employee shall, as soon as possible and, in any event, within twenty-four (24) hours of obtaining knowledge thereof, report in writing to the Chief all knowledge which he or she may have regarding the unauthorized communication of the contents of any Department records by employees to any other person.
- c. All employees obtaining access to Department records shall not retain any reproductions or abstracts of such records, except as provided below.

5. Personnel Records

- a. The City shall maintain personnel files for each Employee. Employees or their authorized representatives have the right to examine and to copy the contents of their own personnel files which are maintained by the City, during business hours Monday through Friday excluding legal holidays, and the employee may disclose the contents of his or her own personnel file. Adverse comments may not be placed in the Employee's personnel files without the employee having been given a copy of such document. Employees may cause to be placed in their personnel files responses to adverse material inserted therein and a reasonable amount of correspondence, as determined by the City, may be placed in Employees' personnel files, from other sources so long as it directly relates to their job performance.
- b. Only personnel authorized by the Fire Chief may review an Employee's personnel file.

6. Public and Other Access to Department Records

- a. Nothing in this Chapter 10 shall prohibit any employee from making a request for Department documents which are available to the public, nor shall it prohibit any employee from utilizing documents obtained through such a request as a member of the public may utilize those documents.
- b. The Union may convey information contained in Department records it has obtained properly to its attorney and advisors for their use in representing the Union.

Engineer Job Description

The Engineer Job Description will be put back as originally agreed, by eliminating the provision which states: "7.4 Assumes the duties of the next higher-ranking position in their absence."

Amendment to Portage Fire Department Rules and Regulations
(Amended for 2003)

An employee who leaves work anytime after 12 hours of work on that shift due to illness, injury or family emergency, is considered to have worked a complete shift and will not be charged a sick day.

Chapter 10 (Amended for 2004)

Chapter 10 shall be removed from this contract as it is reflected in Standard Operating Procedure #32. All Chapter numbers following Chapter Ten shall be moved forward in succession.

Miscellaneous Time Off (Amended for 2004)

Employees shall receive 3 Personnel days each year to be used in accordance with the guidelines set forth by this agreement and SOP's of the department.

Benefits Package and Contract Amendments

Between

**International Association of Firefighters
Portage Firefighters Union, Local 3151**

And

The City of Portage

Effective January 1, 2004

9. Clothing Allowance

Commencing in the Firefighter's second year of employment with the Department, the city shall pay each Firefighter a clothing allowance in the amount of Eleven Hundred Dollars (\$1100.00) per year, in two installments of \$550.00 each on separate checks and without withholdings deducted, one in the spring and one in the fall for Year 2004 and 2005. A 1099 will be issued by January 31 of the following year for \$1100.00.

Chapter 10

Chapter 10 shall be removed from this contract as it is reflected in Standard Operating Procedure #32. All Chapter numbers following Chapter Ten shall be moved forward in succession.

Addition to Chapter 21

Employees shall be paid every other Friday (or the day prior when a holiday effects payday) and checks shall be available to employees no later than 8:00 a.m. on that day at Station 1. Direct Deposit shall also be posted to an employees designated bank account no later than 8:00 a.m. on payday.

WAGES

Wages, including longevity pay, for Department personnel are set forth in Ordinance No. 03-___ for the year 2004. Longevity pay shall be increased by twenty-five percent (25%) for the year 2005. Thereafter, the parties agree that longevity pay shall be increased five percent (5%) per year for the years 2006 through 2009. The agreed-upon longevity pay increase for the years 2005 through 2009 shall be incorporated into the collective bargaining agreement to be negotiated by the parties in 2004, which agreement shall begin in 2005.

2004 Salary Structure

| Rank | 2003 Salary | 2004 Increase | 2004 Salary | Bi- Weekly |
|--------------------|-------------|---------------|-------------|------------|
| Captain | \$41,743.00 | \$1,988.90 | \$43,731.90 | \$1,619.70 |
| Lieutenants | \$39,948.00 | \$1,041.00 | \$40,989.00 | \$1,518.11 |
| Engineers | \$39,532.00 | \$1,001.00 | \$40,533.00 | \$1,501.22 |
| Paramedic | \$41,743.00 | \$1,988.90 | \$43,731.90 | \$1,619.70 |
| Master Firefighter | \$39,532.00 | \$1,001.00 | \$40,533.00 | \$1,501.22 |
| Private | \$36,958.00 | \$1,001.00 | \$37,959.03 | \$1,405.89 |
| Prob. Paramedic | \$30,562.00 | \$0.00 | \$30,562.00 | \$1,131.96 |
| Prob. Private | \$29,133.00 | \$0.00 | \$29,133.00 | \$1,079.00 |

26. Health and Dental Insurance

The current City of Portage, Employee Health Benefits Plan, shall remain in force with the employee contribution being one dollar (\$1.00) per month and the Dental Insurance Plan shall also remain in force with the current employee contributions to remain the same through December 31, 2004. Firefighters who leave the Fire Department with an approved disability through PERF as a result of an on the job injury shall also be entitled to this benefit on a graduated scale based on time served. A Firefighter who becomes disabled on the job with 4 years or less of service shall be responsible for 100% of the City's insurance premium. A firefighter who becomes disabled on the job with 5-9 years of service shall be responsible for 75% of the City's premium. A firefighter who becomes disabled on the job with 10-14 years of service will be responsible for 50% of the City's premium; and a firefighter who becomes disabled on the job with 15 or more years of service will be responsible for 25% of the City's premium.

Amendment to Chapter 27, Paragraph b (replacing last sentence)

Firefighters shall work a 27-day period (9 work days) and receive 5 reduction days in place of Kelly Days to be used throughout the current year. However, firefighters shall lose one reduction day for every 6 shifts they are off on major medical sick leave or duty related injury, illness or disease sick leave. Reduction days shall be selected by Department personnel by seniority in accordance with an SOP to be developed by the Fire Department administration and the Union. The SOP shall provide that:

- a) Reduction days (along with all other prescheduled time off) may only be prescheduled when manpower is at least 14 firemen per shift.
- b) Reduction days, comp time and personal days may be transferred to or used on a non-prescheduled day, as long as manpower is at least 13 firemen per shift.

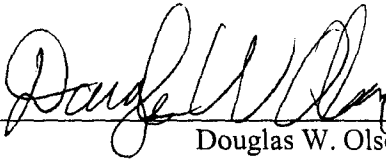
Miscellaneous Time Off

Employees shall receive 3 Personnel days each year to be used in accordance with the guidelines set forth by this agreement and SOP's of the department.

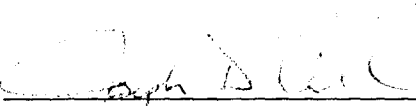
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 22nd day of December 2003.

CITY OF PORTAGE

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 3151

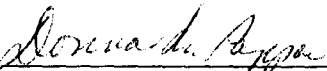
By: 

Douglas W. Olson
Mayor

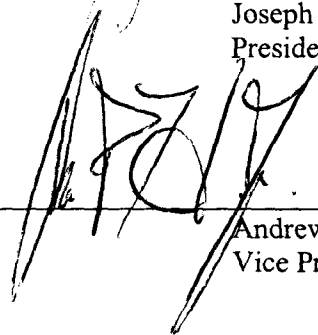
By: 

Joseph D. Calhoun
President

ATTEST:

By: 

Donna Pappas
Clerk Treasurer

By: 

Andrew Himan, Jr.
Vice President