

13,504-148 (A)
2004

AGREEMENT

BETWEEN

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

AND

CITY OF PORTAGE, INDIANA

January 1, 2005 through December 31, 2009

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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 and 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, 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, 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 8½" x 11" in dimension.

8. NEWLY HIRED FIREFIGHTERS

All newly hired firefighters and current union members shall, as a condition of 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 employment, be certified paramedics or be sent to paramedic training by the Fire Department within the first eighteen (18) months of employment and maintain that certification throughout employment. If an 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 one (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 his or her employment or is terminated within five (5) years of active duty as a paramedic, the employee shall be responsible for repayment of tuition on a prorated 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 five (5) years of hire, prorated at twenty percent (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 percent (12%) 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 (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 for calendar year 2005. Beginning in 2006, the clothing allowance shall be increased by 2.5% each year during the term of this Agreement. The clothing allowance shall be paid in two equal installments, on separate checks and without withholdings deducted, except for Medicare taxes. Clothing allowance checks shall be issued by June 15th and December 15th of each year. If the current uniform SOP requirements change, the parties agree to renegotiate the amount of the clothing allowance.

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 thirty (30) days before the effective date of a lay-off. 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 thirty (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 (lay-offs) 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 "super-seniority" 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, 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

01: GENERAL

- 01.02.00 Policy and Procedure for Kelly Periods
- 01.03.00 MUTUAL AID REQUESTS

01.04.00 SYSTEM
 01.05.00 Comp. Days for Specialty Teams
 01.06.00
 01.07.00 Battery Rotation Program
 01.08.00 Eye Protection
 01.09.00 Lock Out-Tag Out
 01.10.00 Riders on Fire Dept. Apparatus
 01.11.00 Overtime Call-In Policy
 01.12.00 Evacuation of Personnel From Fire Stations
 01.13.00 Infection Control Program
 01.14.00 DISPATCH PROCEDURES MEDICAL AND FIRE
 01.15.00
 01.16.00 Radio Communication with South Haven
 01.17.00 HEALTH AND FITNESS WORKOUT
 01.18.00 Protective Clothing Inspection
 01.19.00 Resp of Personnel Receiving Paramedic Pay
 01.20.00 EMERGENCY AND NON-EMERGENCY DRIVING
 01.21.00 ENGINE PARAMEDIC POSITION
 01.22.00 Minimum Manning
 01.23.00 Awards Program, Guidelines and Criteria
 01.24.00 PORTABLE RADIOS
 01.25.00 Fire Investigation Team
 01.26.00
 01.27.00 Dispatch protocol for Water Rescue Dive Team
 01.28.00 VACATION PICK POLICY
 01.29.00 SELF-CONTAINED BREATHING APPARATUS
 01.29.01 SCBA Inspection
 01.29.02 SCBA Cylinder refilling
 01.29.03 SCBA removal from service
 01.29.04 SCBA Maintenance
 01.29.05 SCBA Air Quality

02: Engine & Equipment

02.01.00 Fire Extinguishers
 02.02.00 Air Hammer Rescue Kit
 02.04.00 Tower 2
 02.05.00 Daily Monthly Cheeks
 02.06.00 Amkus Tool
 02.07.00 BIO SOLVE
 02.08.00 Color-coding Hose
 02.09.00 Service Testing of Fire Hose
 02.10.00 Passport Personal Alarm Gas Monitor

03: Ambulance & Equipment

03.01.00 Glucometer Elite Procedures
 03.02.00 Matrix Suction Units
 03.03.00 Life-Pak - 11
 03.04.00 AutoVent 3000 Oxygen Powered Ventilator

04: Fire Operations

04.01.00 Incident Command
04.01.01 Company Assignments
04.01.02
04.01.03
04.02.00 MUTUAL AID BOX ALARM SYSTEM
04.03.00 HYDRANTS
04.04.00 Gas Emergencies
04.05.00 Confined Space Rescue Operations
04.06.00 Carbon Monoxide Investigations
04.07.00 Pre-Planning
04.08.00 HAZARDOUS MATERIALS (HAZ-MAT TEAM RESPONSE)

05: EMS Operation

05.01.00 Monthly Medication Supplies Expiration and Rotation

05.02.00 ERT Team
05.03.00 Hazardous Materials Contamination
05.04.00 Ambulance returning Hospital
05.05.00 ALS Engine Companies
05.06.00 Combitube
05.07.00 LP 500

06: Training

- 06.01.00 New Personnel Orientation
06.02.00 Fire Academy
06.03.00 Continuing Education (Fire)
06.04.00 Ed Advancement
06.05.00 Certified ENG
06.06.00 Training Water Rescue Team
- c. City of Portage, Employee Health Benefit Plan: Plan Supervisor: Stewart C. Miller & Co., Inc., Effective July 1, 1998 through February 28, 2005; and thereafter a new Third Party Administrator which is expected to be Corporate Benefit Services of America, Inc., effective March 1, 2005.
- d. Anthem Group Insurance Plan, City of Portage (Dental Benefits).
- e. Fire Prevention and Protection, codification of Ordinances- Merit System and Pension Fund:
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. 04-42 Setting Wages for Fire Department Personnel, for the year 2005, 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 2-4 representatives of the Union appointed by the Union and 2-4 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.

*rep de
discipline*

See also: 17

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 fifteen (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 five (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 ten (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 five (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 ten (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 twenty (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 thirty (30) days after the receipt of the grievance; or, if a meeting is held, within thirty (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 thirty (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 seven (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 to or 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 LOCK-OUT

During the duration of this Agreement, there shall be no strikes or lock-outs. Both the Union and the City shall have any and all rights for enforcement of this provision as are contained within this Agreement, 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 (2) weeks. The positions subject to this procedure include new positions and positions which become open for 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 is/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 should be selected for the job assignment on any specialty team, subject to approval by a majority of the members of the team, the team leader, and the Fire Chief or his designee. (Such decisions shall be deemed to be non-grievable).

- c. The Employer may return an employee to his/her 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. 04 - 42 for the year 2005. 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. Wages in all future years covered by this agreement shall be negotiated annually by the parties, such negotiations to commence no later than June 30th 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.

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 affects 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 employee's 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 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 be the pension base for firefighters.

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 him/her 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. 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 ½ 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 4
Labor Day, 1st Monday in September
Veterans Day, November 11
Thanksgiving Day, 4th 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. SPECIALTY PAY

In lieu of compensatory time, employees will be entitled to specialty pay in the amount of \$500.00 per position listed below. The employee will receive his/her specialty pay on the first paycheck in the month of December. The positions that are entitled to specialty pay are Hazmat Technician, Water Rescue, SWAT, Honor Guard, Fire Investigation, Instructors, Acting Officers and Acting Engineers. The criteria to earn specialty pay will be outlined in SOP #6. Specialty pay shall be prorated based on the employee's quarters of service. Employees shall only be paid for full calendar quarters served on a specialty team. Calendar quarters are defined as:

1 st Quarter	-	January-March
2 nd Quarter	-	April-June
3 rd Quarter	-	July-September
4 th Quarter	-	October-December

25. OVERTIME

Employees shall be paid premium rates of pay equal to one and one-half times (1½) his/her regular rate of pay when:

- a. The employee is held over beyond the end of his/her regularly scheduled work shift, in which case the employee shall be entitled to a minimum of ½ hour premium pay.
- 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.
- 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.

Employees shall be compensated with 1½ of their normal pay rate for any hours worked over 216 hours in a Kelly Period. Scheduling overtime shall be done in accordance with SOP #01.11.00. 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.

If the list for a vacant position is exhausted, and the position is not filled, every effort should be made to move personnel as necessary to avoid a "forced" overtime situation. Any personnel may be moved, with the exception of "promoted" positions. If a forced overtime situation occurs, the eligible employee with the least seniority who is qualified to fill the vacant position shall be forced to work overtime. Once an employee is forced, said employee will move to the bottom of the forced overtime list. Every attempt will be made to rotate forced overtime among eligible employees. Employees forced to work overtime will be paid 1½ times their normal rate of pay.

26. HEALTH INSURANCE

The current City of Portage Employee Health Benefits Plan is scheduled to expire on February 28, 2005. The replacement plan shall have the same benefits and the same co-pay and deductibles as the existing plan, during 2005, and any changes thereafter will be negotiated. On the effective date of the replacement plan, employee contributions shall be increased to:

- a. Twenty-five Dollars (\$25.00) per month for an employee.
- b. Thirty Dollars (\$30.00) per month for an employee plus dependent.

- c. Thirty-five Dollars (\$35.00) per month for an employee plus spouse.
- d. Fifty Dollars (\$50.00) per month for a family.

Firefighters who leave the Fire Department with an approved disability through PERF as a result of an on-the-job injury shall be entitled to maintain their insurance coverage as set forth below.

A firefighter who becomes disabled on the job with four (4) years or less of service shall be responsible for one hundred percent (100%) of the City's fixed cost;

A firefighter who becomes disabled on the job with between five and nine (5-9) years of service shall be responsible for seventy-five percent (75%) of the City's fixed cost;

A firefighter who becomes disabled on the job with ten to 14 (10-14) years of service will be responsible for 50% of the City's fixed cost; and

A firefighter who becomes disabled on the job with fifteen (15) or more years of service will be responsible for 25% of the City's fixed cost.

Firefighters who retire shall be entitled to retain the insurance coverage available to active city employees, as provided by I.C. 5-10-8-2.2, by paying the City's actual fixed cost to provide that coverage.

27. SICKNESS AND ILLNESS.

- 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:

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.

28. 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).

- 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.

29. REDUCTION DAYS

Firefighters shall work a 27-day period (9 work days) and receive five (5) reduction days in place of Kelly days. In January, the City shall buy back two (2) reduction days from each Firefighter for an amount equal to 1½ times the Firefighter's normal rate of pay. Firefighters shall receive payment for those two (2) reduction days in the month of January. The remaining three (3) reduction days shall be available for use throughout the calendar year. If any of those three (3) reduction days remain unused by December 1st of the current year, the City shall pay for those unused reduction days at the Firefighter's normal rate of pay. Payment for the unused reduction days shall be made in January of the following year. Firefighters shall lose one (1) reduction day for every six (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 SOP #01.28.00.

30. MISCELLANEOUS TIME OFF

Employees shall receive three (3) personal days each year to be used in accordance with the guidelines set forth by this Agreement and SOPs of the department.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. SMOKING POLICIES

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

38. 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.

39. WELLNESS PROGRAM

The City hereby agrees to institute a Wellness Program for the benefit of the Fire Department. A Wellness Committee will be established, comprised of two members appointed by the Union and two members appointed by the Fire Chief. The committee shall meet to update and maintain the program.

The City agrees to provide each Fire Department employee with a Level III physical (as spelled out by the Fire Service Joint Labor Management Wellness-Fitness Initiative), annually for the years 2005 through 2009. The physical shall be provided at no cost to the employee and shall be performed by Public Safety Medical Services or a comparable agency agreed upon by the Union and the City. The Fire Administration will make every effort to provide a time so that all employees can complete the physical on duty. A date for physicals will be set on all three turns. There will also be a make-up time set on a later date for employees who are on vacation, in schools or otherwise unavailable on the initial date.

A mandatory workout program will be initiated for firefighters. The program will consist of a one-hour workout time during each work day which will be treated as a part of the regular training program at the Portage Fire Department. Workout time will be contingent on call volume and at the discretion of the officers on duty. The Workout period should take place between the hours of 0800 and 1800. Each station will rotate and cover for the others during the Workout time period. Emergency responses by the station utilizing the Workout period will be handled at the discretion of the officer/acting officer in charge.

There will be a mandatory annual non-punitive fitness test for all firefighters. The fitness test will be to monitor the positive progress of the Wellness Program after it is instituted. The test will not be used in any way to measure an employee's ability to perform his (her) job. The fitness test will be comprised of two levels. The components of the two levels will be developed and agreed upon by the Wellness Committee.

40. 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.

41. 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.

42. 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.

43. 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.

44. DURATION

This Agreement shall be effective as of January 1, 2005 and shall remain in full force and effect until the 31st day of December, 2009. 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 30th 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, 2009 and to continue to bargain in good faith until agreement on a new collective bargaining agreement is reached.

45. 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 into by the parties, or (ii) two (2) 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 27 day of DEC, 2004.

CITY OF PORTAGE, INDIANA

By: Douglas W. Olson
Douglas W. Olson, Mayor

ATTEST:

By: Donna M. Pappas
Donna M. Pappas,
Clerk-Treasurer

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 8151**

By: Andrew P. Himan, Jr.
President

By: Thomas L. Colvin
Thomas L. Colvin,
Vice President