

AMENDMENT TO AGREEMENT
BETWEEN
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
PORTAGE FIREFIGHTERS LOCAL 3151, AFL-CIO
AND
CITY OF PORTAGE, INDIANA

WHEREAS, the City of Portage, Indiana (Employer) and International Association of Firefighters, Portage Firefighters Local 3151, AFL-CIO (Union) entered into an Agreement on December 27, 2004; and

WHEREAS, the Agreement is effective from January 1, 2005 through December 31, 2009; and

WHEREAS, the parties have agreed to amend certain provisions of the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Wages for department personnel are set forth in Ordinance No. 07-52 for the year 2008.
2. Section 8 shall be amended by replacing the existing text of the fourth paragraph of that Section with the following:

Upon being hired, 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) Class b shirts, two pants, a belt, two approved tee shirts, one approved New York type sweatshirt, 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 Chiefs discretion based on demonstrated or acknowledged availability to respond to off-duty call-backs).

3. Section 27.b., entitled Annual Sick Leave, shall be amended by replacing the existing text of the second paragraph of that section with the following:

27. SICKNESS AND ILLNESS

b. Annual Sick Leave


Unused sick leave may be accumulated up to thirty (30) days. Upon termination of employment, an employee will be paid for the employee's sick leave, up to a maximum of thirty (30) days. Unused accumulated sick leave may be used for a major illness or injury, if all of the employee's major illness days have been exhausted. In addition, one (1) unused accumulated sick leave day may be used for a family emergency each year. Otherwise, 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 the officer at Station One of their absence one (1) hour prior to the start of the work shift;
 - ii) employees shall keep their immediate supervisor 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.
4. Section 30 shall be amended by giving employees two (2) additional personal days in calendar year 2008 only, to be used in accordance with the guidelines set forth by the Agreement and the SOPs of the Department. The provisions of this paragraph shall terminate on December 31, 2008 and shall be of no further force and effect thereafter. On January 1, 2009, the original text of Section 30 of the Agreement shall control, and employees shall only receive three (3) personal days each year for the duration of the Agreement.
 5. The foregoing Amendments to the Agreement shall be effective January 1, 2008.
 6. All other provisions of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 28th day of January, 2008.

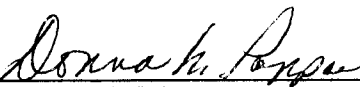
CITY OF PORTAGE, INDIANA

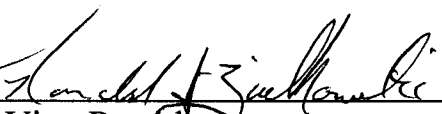
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, PORTAGE
FIREFIGHTERS LOCAL 3151, AFL-
CIO

By: 
Olga G. Velazquez, Mayor

By: _____
President

ATTEST:

By: 
Donna M. Pappas,
Clerk-Treasurer

By: 
Vice-President