

Fire

Final

AGREEMENT

BETWEEN

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

AND

CITY OF PORTAGE, INDIANA

January 1, 2014 through December 31, 2016

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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 Firefighters ("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 the 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 CHECK OFF

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 and all claims or liabilities in 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 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 the 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 any 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 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 twenty-four (24) 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 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 (2) pants, a belt, two (2) approved tee shirts, one (1) 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.

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 cost 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 One Thousand Five Hundred Dollars (\$1,500.00) per year, for calendar year 2014. Beginning in 2015, the clothing allowance shall be increased by 2.5% each year during the term of this Agreement. The clothing allowance shall be paid in 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, the 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 Union may propose alternatives to the Employer's notification of reduction in workforce. The Employer shall respond in writing to any proposed alternative or alternatives to the proposed personnel reduction. 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 extensions thereto until modified amended or rescinded as follows: With respect to Subparagraphs c and d, 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 e, 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
 - a. Two (2) weeks after completion of the first (1st) year;
 - b. Four (4) weeks after completion of the fifth (5th) year;
 - c. Five (5) weeks after completion of the thirteenth (13th) year; and
 - d. Six (6) weeks after completion of the twentieth (20th) year.
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

Category: General - 01

SOP Number	Name	Last Revised	Last Review
01.03.00	Mutual Aid Requests	10/27/2008	10/27/2008
01.04.00	KNOX Box SentraLock System	8/22/2007	8/22/2007
01.05.00	Monetary Compensation for Specialty Teams/Assignments	8/22/2007	8/22/2007
01.06.00	E-mail and Internet use	8/22/2007	8/22/2007
01.07.00	Battery Rotation Program	8/22/2007	8/22/2007
01.08.00	Turn-Out Gear Replacement	8/27/2007	8/27/2007
01.08.01	Protective Clothing Inspection	8/22/2007	8/22/2007

01.08.02	Hearing Protection		
01.08.03	Eye Protection	8/22/2007	8/22/2007
01.09.00	Lock Out - Tag Out	8/22/2007	8/22/2007
01.10.00	Riders on Fire Department Apparatus	8/22/2007	8/22/2007
01.11.00	Overtime Call-In	8/8/2003	8/8/2003
01.12.00	Evacuation of Personnel from Fire Stations	8/22/2007	8/22/2007
01.13.00	Infection Control Program	8/22/2007	8/22/2007
01.13.01	Measures for Prevention	8/22/2007	8/22/2007
01.13.02	Care and Cleaning of Equipment	8/22/2007	8/22/2007
01.13.03	Biohazard Waste Disposal	8/22/2007	8/22/2007
01.13.04	Occupational Exposures Protocol	8/22/2007	8/22/2007
01.13.05	CPR Training Equipment Cleaning	8/22/2007	8/22/2007
01.14.00	Dispatch Procedures Medical and Fire	8/22/2007	8/22/2007
01.15.00	Written Hazard Communication Program	8/22/2007	8/22/2007
01.16.00	Radio communication with SHFD for Mutual Aid requests	8/22/2007	8/22/2007
01.17.00	Health and Fitness/Workout	8/22/2007	8/22/2007
01.19.00	Responsibilities of Personnel Receiving Paramedic Pay	11/19/2002	11/19/2002
01.20.00	Emergency and Non-Emergency Driving	8/22/2007	8/22/2007
01.20.01	Seat Belt Use	8/22/2007	8/22/2007
01.20.02	Backing of Apparatus	8/22/2007	8/22/2007
01.22.00	Minimum Manning	8/22/2007	8/22/2007
01.23.00	Awards Program, Guidelines and Criteria	10/31/2007	10/31/2007
01.23.01	Exceptional Performance (Green Sheets)	7/30/2007	7/30/2007
01.24.00	Portable Radios	5/2/2003	5/2/2003
01.25.00	Fire Investigation Team Operations	6/10/2002	6/10/2002
01.25.01	K9 Investigator		
01.26.00	Uniforms	3/9/2008	3/9/2008
01.27.00	Dispatch protocol for The Portage Fire Water Rescue Team	8/12/2005	8/12/2005
01.27.01	Fire Boat Tactics	9/19/2012	9/19/2012
01.28.00	Policy and Procedures for Prescheduled Time Off & Sick Time	10/31/2007	10/31/2007
01.29.00	SCBA Program	8/8/2003	8/8/2003
01.29.01	SCBA Inspection Program	8/24/2004	8/24/2004
01.29.02	SCBA Cylinder Filling	8/24/2004	8/24/2004
01.29.03	SCBA removal from service procedure	8/8/2003	8/8/2003
01.29.04	SCBA Maintenance	8/22/2007	8/22/2007
01.29.05	SCBA Air Quality Program	8/22/2007	8/22/2007
01.30.00	Assistant Fire Inspector Responsibilities	3/4/2004	3/4/2004
01.31.00	Personnel Respiratory Health	8/22/2007	8/22/2007
01.32.00	Employee Evaluations	8/29/2007	8/29/2007
01.33.00	Water Rescue Watercraft Operations	8/29/2007	8/29/2007
01.35.00	Station assignments	6/2/2010	

Category: Engine & Equipment - 02

SOP Number	Name	Last Revised	Last Review
02.01.00	Classification - Fire Extinguishers	8/27/2007	8/27/2007
02.02.00	Air Hammer Rescue Kit	8/27/2007	8/27/2007
02.03.00	Fire Department Ropes	8/29/2007	8/29/2007
02.04.00	Tower 2	8/29/2007	8/29/2007
02.05.00	Daily/Monthly Checks	8/29/2007	8/29/2007
02.06.00	Amkus Tool	8/29/2007	8/29/2007

02.07.00	BIO SOLVE	8/29/2007	8/29/2007
02.08.00	Color Coding of Fire Hose and Lengths of Pre-connects	8/29/2007	8/29/2007
02.09.00	Service Testing of Fire Hose	8/29/2007	8/29/2007
02.10.00	Passport Personal Alarm Gas Monitor	8/29/2007	8/29/2007
02.11.00	MSA Solaris Multi-Gas Detectors	8/29/2007	8/29/2007
02.12.00	Life Guard II Personal Distress Device	8/29/2007	8/29/2007
02.13.00	Special Operations Vehicle	11/5/2007	11/5/2007

Category: Rescue & Equipment - 03

SOP Number	Name	Last Revised	Last Review
03.01.00	Bayer Contour Glucometer Procedures	3/21/2012	8/27/2007
03.02.00	Laerdal Suction Units (LSU)	8/27/2007	8/27/2007
03.03.00	Stryker Power Cot	8/31/2011	8/31/2011
03.04.00	Auto Vent 3000 Oxygen Powered Ventilator	8/27/2007	8/27/2007
03.05.00	King Vision	1/16/2012	1/16/2013
03.06.00	Combi-tube	8/27/2007	8/27/2007
03.07.00	Model LP 500 Physio Control	8/27/2007	8/17/2011
03.08.00	Capnography	1/16/2013	1/16/2013
03.09.00	Auto Pulse	1/16/2013	1/13/2013

Category: Fire Operations - 04

SOP Number	Name	Last Revised	Last Review
04.01.00	General Incident Command Procedures	8/15/2007	8/15/2007
04.01.01	Initial Fire ground Strategy and Tactics	8/15/2007	8/15/2007
04.01.02	Rapid Intervention Team	8/15/2007	8/15/2007
04.01.03	EMERGENCY INCIDENT REHABILITATION	8/29/2007	8/29/2007
04.01.04	Emergency Incident Accountability	8/15/2007	8/15/2007
04.01.05	Mayday Alert	11/27/2008	11/27/2008
04.02.00	Mutual Aid Box Alarm System	8/14/2007	8/14/2007
04.02.01	Procedure for off-duty personnel when responding to a call-back	8/15/2007	8/15/2007
04.03.00	Hydrants	8/15/2007	8/15/2007
04.04.00	Gas Emergencies	8/15/2007	8/15/2007
04.05.00	Confined Space Rescue Operations	6/15/1995	6/15/1995
04.06.00	Carbon Monoxide Investigations	8/15/2007	8/15/2007
04.07.00	Tactical Surveys	8/15/2007	8/15/2007
04.08.00	HAZARDOUS MATERIALS	8/23/2007	8/23/2007
04.09.00	Highway and Interstate Responses	11/6/2007	11/6/2007
04.09.01	Personal Safety During Roadway Responses	11/14/2008	11/14/2008
04.10.00	800 MHz Radio Communications	3/3/2008	3/3/2008
04.11.00	Surface Ice Rescue	3/12/2009	3/12/2009
04.12.00	Cross staffing tower 2 Engine 2	6/01/2010	

Category: Medical Operations - 05

SOP Number	Name	Last Revised	Last Review
05.01.00	EMS Equipment Checks, Med/ Supplies Expiration and Rotation	5/5/2008	8/17/2011

05.01.01	Dispatch Procedures Medical	9/19/2012	6/1/2012
05.02.00	"ERT" Team	8/27/2007	8/27/2007
05.03.00	Hazardous Materials - Contamination	8/27/2007	8/27/2007
05.04.00	Rescue response when returning from the hospitals	8/27/2007	8/27/2007
05.05.00	ALS Engine Companies	8/27/2007	8/27/2007
05.08.00	Transport Policy	1/16/2013	1/16/2013
05.09.00	Helicopter Aeromedical Evacuation	8/27/2007	8/27/2007
05.11.00	M.I.C. Controlled Substances	8/29/2008	8/30/2011
05.12.00	Portage Community Hospital Transport Protocol	8/29/2007	8/29/2007
05.13.00	Patient Alert Criteria	8/27/2007	8/27/2007
05.15.00	EMS Audit/Quality Assurance Program	2/9/2010	
05.16.00	EMS Refusal/ Non Transport	10/22/2010	

Category: Training - 06

SOP Number	Name	Last Revised	Last Review
06.01.00	New Personnel Orientation Program	8/27/2007	8/27/2007
06.02.00	Fire Academy	8/27/2007	8/27/2007
06.03.00	Continuing Education Training Hours (Fire)	8/27/2007	8/27/2007
06.04.00	Educational Advancement	8/27/2007	8/27/2007
06.05.00	Certified Engineer	8/27/2007	8/27/2007
06.06.00	Water Rescue Team Training	8/27/2007	8/27/2007
06.07.00	Live Fire Training	8/27/2007	8/27/2007
06.08.00	Acting Officer	4/6/2009	4/6/2009
06.09.00	Field Training Officer	4/22/2009	4/22/2009

- c. 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.
- d. 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.
- e. Ordinance Setting Wages for Fire Department Personnel, for the year 2014 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 Labor-Management Committee consisting of 2-4 representatives of the Union appointed by the Union and 2-4 representatives appointed by the Chief. 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 the 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 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 fifteen (15) 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 fifteen (15) 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 fifteen (15) business days after receipt of the grievance.

Step 3. Appeal to Board of Works. Should the grievance remain unresolved, the Union representative may, within fifteen (15) 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. The arbitrator's power shall be to solely interpret the provisions 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 mollify 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 City Ordinance for the year 2013. Effective January 1, 2014, wages shall increase by two percent (2%); effective January 1, 2015, wages shall increase by two percent (2%), and effective January 1, 2016, wages shall increase by one percent (1%). Longevity pay shall be paid bi-weekly as set forth below:

After three (3) years of service, 1.75%;
After eight (8) years of service, 2.25%;
After thirteen (13) years of service, 3.00%; and
After eighteen (18) years of service, 3.5%.

Pay scales for the bargaining unit shall be as follows:

Captain
Lieutenant
Engineer
Master Firefighter (Pension Base/formerly Paramedic Pay)
Master Firefighter @ EMT Pay

Private

3rd year Paramedic (for anyone hired as a paramedic after January 1, 2009)

2nd year Paramedic (for anyone hired as a paramedic after January 1, 2009)

Probationary Paramedic

Probationary EMT

Employees must have completed three years of service and be a certified paramedic, functioning at the Portage Fire Department, to receive Master Firefighter Pay. Any Employee hired after January 1, 2009 that has completed three (3) years of service, but has not been certified as a paramedic, will continue to receive Private pay until certified as a paramedic.

Any non-promoted Employee hired prior to January 1, 2004 that is not a certified paramedic, or was hired as an EMT and has opted to forfeit their paramedic certification, will be paid the rate of Master Firefighter @EMT Pay.

The City 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. PROMOTED PERSONNEL AND MAINTENANCE OF PARAMEDIC PAY

- a. Promoted personnel shall fill the position to which they have been promoted on a daily basis, except for when required to move up into acting positions where applicable. Promoted personnel shall not be moved from their promoted position, even temporarily, unless they agree to do so based on training needs or other considerations. The fourth engineer shall fill the role of engineer when there is a vacancy in the position.
- b. Paramedics promoted to Engineer, Lieutenant, Captain, or higher shall receive the promoted position's full rate of pay as well as an additional \$1,000.00 per year for maintaining their paramedic certification. The duties of promoted paramedics are outlined in SOP #01.19.00.

- c. Promoted paramedics shall be required to perform double-duty as per departmental needs.
- d. Promoted paramedics may temporarily assume the role of paramedic on the rescue when such a situation dictates. This shall be as a last resort or emergent situation.
- e. Promoted paramedics may still perform the role of Engineer or Officer while doing double-duty.
- f. Promoted paramedics shall do double-duty to prevent non-paramedic, promoted personnel from being placed on a rescue while manning allows.
- g. When a promoted paramedic accepts or is forced into paramedic overtime, the promoted paramedic shall perform the job of engine paramedic when possible (Except as provided for officers/acting officers in SOP #01.11.00 – Overtime Call-In Policy).
- h. When required to fulfill their obligation as a paramedic, promoted paramedics without an opening in their position shall fulfill the role as engine paramedic.

22. PREMIUM BASE/RANK STRUCTURE

The rank of Master Firefighter shall be the pension base pay for Firefighters, in accordance with Section 20, Wages, of this Collective Bargaining Agreement.

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 \$225.00 or 1 1/2 times the Employee's regular rate of pay, 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 1/2 of the holiday bonus if required to work less than twelve (12) hours or the full holiday bonus if required to work twelve (12) hours or more.

The holidays are:

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

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 Five Hundred Dollars (\$500.00) per position listed below. Specialty pay will be paid on the first pay check in January of the year after which it was earned. The positions that are entitled to specialty pay are MSA Technicians, HazMat (County Team), Technical Rescue (County Team), Water Rescue, SWAT, Honor Guard, Fire Investigation, Instructors, Acting Officers and Acting Engineers. In addition, team leaders will be entitled to specialty pay in the amount of Two Hundred Fifty Dollars (\$250.00). 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 (1/2) times 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 1/2 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 3.0 hours premium pay.

Employees shall be compensated with (1 1/2) of their normal pay rate for any hours worked over two hundred four (204) hours in a Kelly Period. Except for paid vacation time, prescheduled personal time, and Perfect Attendance Incentive time, time paid for but not worked shall not be counted as time worked (productive time) for purposes of computing overtime compensation. 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 forty-eight (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.

Any Employee being forced to fill an open position while the officer attempts to fill said position shall have the option of working the whole shift at 0800 hours. Any Employee that chooses to keep a forced overtime position after 0800 will not have said shift counted on the overtime master list. Once the officer in charge has exhausted all available lists in an attempt to avoid a "forced" overtime situation, the officer may quit calling personnel to fill the open shift. Any Employee that has been forced maintains the right to pursue filling the remainder of the shift in question on their own accord. Employees shall not be *forced* into a scenario that requires them to work more than forty-eight (48) consecutive hours.

26. HEALTH INSURANCE

Employer shall provide health insurance through the International Union of Operating Engineers, Local 150's health insurance plan. The extent of coverage under the insurance plans and/or policies referred to in this Article shall be governed by the terms and conditions set forth in the plans and/or Policies of the Agreement and Declaration of Trust of the Midwest Operating Engineers Welfare Fund, and all subsequent amendments made thereto. Any dispute concerning the coverage shall be resolved in accordance with the terms and conditions of said plan or policy and shall not be subject to the grievance procedure of this Agreement. The Employer shall pay one hundred percent (100%) of the cost of the insurance for both single and family coverage. The Employer shall remit the following contributions to the Fund on behalf of each eligible Employee:

January 1, 2014:	\$600 (single)	\$1200 (family)
January 1, 2015:	\$648 (single)	\$1296 (family)
January 1, 2016:	Rates to be determined by the Fund in an amount not to exceed 110% of 2015 rates.	

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 by selecting a health insurance plan approved by the City on the terms set forth below.

A Firefighter who becomes disabled on the job with four (4) years or less of service shall be responsible for fifteen percent (15%) of the net cost of the insurance;

A Firefighter who becomes disabled on the job with between five and nine (5-9) years of service shall be responsible for eleven and one-fourth percent (11.25%) of the net cost of the insurance;

A Firefighter who becomes disabled on the job with ten to fourteen (10-14) years of service will be responsible for seven and one-half percent (7.5%) of the net cost of the insurance; and

A Firefighter who becomes disabled on the job with fifteen (15) or more years of service will be responsible for three and three-fourths percent (3.75%) of the net cost of the insurance.

The above rates shall remain in effect until the disabled Employee reaches the age at which the Employee is eligible to receive their regular pension benefits as set forth by state statute, currently age fifty-two (52), at which time, regular retiree health insurance costs shall take effect.

Firefighters who retire shall be entitled to retain health insurance coverage by selecting a health insurance plan approved by the City. For a retired Firefighter who is unemployed or has no insurance available through his or her employment, the Employer shall pay eighty-five percent (85%) of the net cost of the insurance. For a retired Firefighter who is employed and has health insurance available through his/her employment, but declines that coverage in lieu of an individual policy, Employer shall pay fifty percent (50%) of the net cost of the insurance. The net cost shall mean the cost of the insurance less the subsidy amount which the disabled or retired Firefighter is eligible to receive.

27. SICKNESS AND ILLNESS

a. Duty Related Injury, Illness or Disease

All full-time Employees shall receive a maximum of one (1) year of paid sick leave for all duty-related injuries, illness or diseases. Firefighters shall be paid for duty-related sick leave at their regular rate of pay during the first one hundred twenty (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 (3) 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 Board of Works' approval.

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 six (6) days for one (1) year of continuous service. Probationary Employees shall be granted prorated sick leave for the calendar year in which they were hired according to the month they were hired. The prorated sick leave schedule shall be as follows:

January through February	Six (6) days
March through May	Four (4) days
June through August	Three (3) days
September through November	Two (2) days
December	One (1) day

Unused sick leave may be accumulated up to forty-five (45) days. Upon termination of employment, an Employee will be paid for the Employee's sick leave, up to a maximum of forty-five (45) 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.

If any Employee has accumulated forty-five (45) days of unused sick time, and has unused annual sick days at the end of a calendar year, the Employee may apply the unused annual sick days to replenish the Employee's used major medical

sick leave time. The application of the unused annual sick days to replenish used major medical sick leave time shall be at a day for day credit, up to the maximum possible major medical sick leave time as provided in Section 27, Paragraph C.

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 (5) eight (8) hour days per week (forty (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 twenty-four (24) hours at work followed by forty-eight (48) hours off work (24 on/48 off schedule). This earned leave may accumulate up to ninety (90) work days (one hundred twenty-six (126) calendar days) for the Employees who work a forty (40) hour schedule, and may accumulate up to forty-two (42) work days (one hundred twenty-six (126) calendar days) for Firefighters who work a 24 on/48 off schedule. In the case of replacement after maximum accumulation is reached, the replacement rate would be the equivalent of five (5) years (sixty (60) months) of continuous employment service to replace the maximum accumulated allowed. Once the maximum accumulation has been earned, if any major medical sick leave is utilized, the rate of replacement shall be .70 shifts per month worked or 2.1 calendar days per month worked. 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) would miss work as a result of an illness or injury for more than five (5) work days (if the Employee works a forty (40) hour schedule) 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 (1/3) of said amount (representing payment by the City of its portion of the anticipated attorney's 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 twenty-four (24) hour shift.
- b. The twenty-four (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 twenty-four (24) hours on duty followed by forty-eight (48) hours off duty, with reporting relief time of 0800 a.m. Firefighters shall work a twenty-seven (27) day period (nine (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., forty (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. PERFECT ATTENDANCE INCENTIVE

Employees shall be awarded for perfect attendance. Perfect attendance is defined as an Employee working all of his/her scheduled shifts during a twelve (12) month period. Authorized leaves of absence and time while an Employee is off due to an on-duty injury/illness shall constitute days worked. Days off as a result of disciplinary action, non-duty related sickness, illness, maternity leave and unauthorized leaves of absence do not constitute days worked. In lieu of pay, an Employee shall receive compensatory time off of one day which shall be credited as award time. This award time shall be given to an Employee in the following year and shall be prescheduled in accordance with the department Rules and Regulations and SOPs.

30. MISCELLANEOUS TIME OFF

Employees shall receive three (3) personal days each year, after their probationary year of employment, to be used at will* in twelve (12) or twenty-four

(24) hour increments, in accordance with the guidelines for the use of annual sick time as set forth in Section 27 b. of this Agreement. Employees shall have the option of prescheduling personal days in twenty-four (24) hour increments. Prescheduled personal days may be broken up into twelve (12) hour increments as set forth in SOP #01.28.00. If an employee attempts to use a personal day after 7 a.m. (for the purpose of having the day count as “good time” worked) and minimum manning requirements are not met for that day – in accordance with SOP #01.28.00 – the Employee must first report to work and wait for overtime relief prior to using the personal day.

*Personal days may be used at will, regardless of manning, with the following exclusions:

New Year's Day
Portage Firefighters' Annual Ball
Easter Sunday
Memorial Day
Independence Day
Portage Firefighters' Annual Scholarship Golf Outing
Labor Day
Thanksgiving Day
Portage Firefighters' Annual Christmas Party
Christmas Eve
Christmas Day
New Year's Eve

31. TEMPORARY LIGHT DUTY ASSIGNMENT

Light duty assignments available in the City of Portage Fire Department for Firefighters are computer/data entry, fire prevention classes in schools, assisting with administrative duties, and any other specialized activities the Employee may be qualified for not conflicting with any restrictions as set by the Employee's treating physician. 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 should be assigned to such light duty in eight (8) hour shifts on Monday, Wednesday, and Friday or three business days per week, at the discretion of the Fire Chief. If, in the opinion of the Fire Chief, an Employee is abusing the light duty assignment benefit, light duty may be denied or ended for said Employee. Light duty assignments should be limited to (60) sixty days in duration.

The following guidelines shall apply to light duty:

- Employees first qualify for Major Medical benefits in order to qualify for light duty.

- Light duty may only be granted to an Employee with an anticipated date of return, as provided by Employee's attending physician.
- Light duty shall be given in a maximum of (30) thirty-day increments.

Any requests for additional light duty must be made at least (5) five business days prior to the scheduled end of Employee's light duty assignment.

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 firehouses.

No Employee in the firefighting and EMS force shall be assigned to perform any duty which is unrelated to firefighting, fire prevention, rescue work, EMS, except for routine care and maintenance of the firehouse grounds, firefighting 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 (1) hour for lunch and one (1) 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. 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.

38. 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 (2) members appointed by the Union and two (2) 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. 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 (3) 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 (1) 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 (2) levels. The components of the two (2) levels will be developed and agreed upon by the Wellness Committee.

39. 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.

40. 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.

41. VACATION BUY-BACK.

Each year Employees may elect to sell back to the Employer one (1) week of vacation to be paid for at the Employee's normal rate of pay. The amount paid by the Employer for vacation time shall be deposited into a 457(b) account or some other tax exempt account designed to be used for payment of health care expenses including health insurance premiums. Employer shall pay for vacation sold back under this Section in January of each year.

42. 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.

43. DURATION

This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect until the 31st day of December, 2016. The parties agree to commence negotiations in good faith on the terms of a new collective bargaining agreement no later than June 30, 2016 and to continue to bargain in good faith until agreement on a new collective bargaining agreement is reached.

44. 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 ____ day of _____, 2013.

CITY OF PORTAGE, INDIANA

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 3151

By: _____
James E. Snyder, Mayor

By: _____
Mark Vittetoe, President

ATTEST:

Christopher D. Stidham,
Clerk-Treasurer

ATTEST:

_____, Vice-President

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