

# COLLECTIVE BARGAINING AGREEMENT

between

CITY OF MISHAWAKA, INDIANA

and

MISHAWAKA FIREFIGHTERS ASSOCIATION

LOCAL NO. 360

OF THE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL - CIO

DATED: 1-01-2015 thru 12-31-2016

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## **COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT entered into on the \_\_\_\_ day of \_\_\_\_\_, 2014 effective on the 1st day of January, 2015 between the CITY OF MISHAWAKA, INDIANA, hereinafter called "City," and MISHAWAKA FIREFIGHTERS ASSOCIATION, LOCAL NO. 360, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, hereinafter called "Union," WITNESSETH THAT:

The parties hereto, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

## **ARTICLE I**

### **Purpose and Definitions**

#### **Section 1 - Purpose**

The parties enter into this Agreement pursuant to the authority of ordinance Number 1666 passed by the Common Council of the City of Mishawaka on the 6th day of December, 1971. The purpose of this Agreement is to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union in the best interests of the community; to improve the public fire fighting services; and to provide an orderly and equitable means of resolving future differences between parties.

#### **Section 2 - Definitions**

(a) City shall include the elected or appointed representatives of the City of Mishawaka, Indiana, including the Fire Chief, Assistant Fire Chiefs and the Chief of the Fire Marshal Division.

(b) Union shall include all other firefighters and the officers or representatives of the Union.

(c) When the singular number is used, it shall include the plural.

(d) The term firefighter shall include all sworn firefighters and all civilian firefighter/paramedics unless specified elsewhere in this Agreement.

## **ARTICLE II**

### **Coverage**

This agreement shall be applicable as to all firefighters of the City of Mishawaka, Indiana Fire Department except the Fire Chief, Assistant Fire Chiefs, and the Chief of the Fire Marshal Division.

## **ARTICLE III**

### **Recognition**

The City recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department.

The City shall not enter into any agreements with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

The City recognizes the Mishawaka Fire Department as the sole provider of paramedic and ambulance services other than mutual aid agreements.

**ARTICLE IV**  
**Rights of Management**

**Section 1 - General**

Except as otherwise provided in this Agreement, or applicable federal or state law, the City in the exercise of its functions of management shall have the right to decide the policies, methods, safety rules, direction of employees, assignment of work, contracting of work, equipment to be used in the operation of the Fire Department, and to determine the hours of work, the right to hire, discharge, suspend, discipline, promote, demote, and transfer firefighters; it is agreed that the enumeration of the above management prerogatives shall not be deemed to exclude other prerogatives not enumerated. Nothing in this Article shall limit or prevent firefighters' rights to the grievance procedure provided for in this Agreement.

**Section 2 - Late to Work Clause**

In any twelve (12) month period, a firefighter who has been late five (5) times will be given a warning letter advising the firefighter that the sixth (6th) time late will result in a fine equal in amount to loss of one-half (1/2) day's pay, the seventh (7th) time late will result in a fine equal in amount to loss of one (1) day's pay and the eighth (8th) time late will result in the firefighters referral to the Board of Public Works and Safety for disciplinary action.

## **ARTICLE V**

### **Dues and Deductions**

The City shall deduct, as dues, from the pay of each firefighter from whom it receives a written authorization to do so, the required amount for the payment of Union dues, fees, and assessments. Such sums, accompanied by a list of employees who have authorized such deductions and from whom no deductions were made and the reason therefore, shall be forwarded to the Union Secretary-Treasurer within thirty (30) days after such collections have been made.

All firefighters, covered by this contract, who are not members of the Union, shall pay a monthly representation fee to the Union in an amount equal to the actual cost to the Union of its representation of all unit employees, but in no event to exceed the monthly dues and assessments of Union members. The City shall have no obligation to collect the non-union member representation fee. The Union shall indemnify the City for any costs or expenses arising out of a suit or claim against the City brought by a non-union member relating to this Article.

## **ARTICLE VI**

### **Union Activities**

#### **Section 1 - General**

Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any views, grievance, complaint, or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination, or reprisal, except as limited by the laws of the City of Mishawaka, State of Indiana, or the United States of America.

#### **Section 2 - Released Time**

Officers and other representatives of the Union shall be afforded reasonable time during working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the City, processing grievances, and administrating and enforcing this Agreement; provided, however, if such activities cause the Department strength to fall below the minimum required under this Agreement notwithstanding any provisions herein to the contrary, any firefighter called in to maintain the minimum department strength shall be compensated by receiving two (2) hours off duty without loss of regular pay for each hour actually worked and the call-in guarantee of four (4) hours work for four (4) hours pay shall not apply; provided further, that regardless of the number of such hours actually worked.

Notwithstanding any provisions herein to the contrary, any firefighter with less than or equal to two hundred (200) hours in his compensatory time bank called in to maintain the minimum Department strength shall be compensated by receiving two (2) hours off duty without loss of regular pay for each hour actually worked and any firefighter with more than two hundred (200) hours in his compensatory time bank called in to maintain the minimum Department strength shall be compensated by receiving overtime pay. The Union shall be responsible for maintaining the call-in list and furnishing substitute manpower for firefighters released from duty

under this Article.

### Section 3 - Bulletin Boards

The Union shall retain the Bulletin Board rights it now has, including the right to post Union notices or other materials. Such boards shall be identified with the name of the Union and the Union may designate persons responsible therefore.

### Section 4 - Meetings

The Union may schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Fire Department.

### Section 5 - Union Activities

The President and respective representatives of the Union, not to exceed four (4) persons, shall be allowed time off with pay to attend Union conventions and seminars subject to the approval of the Fire Chief or the Board of Public Works and Safety of the City; provided, however, if such activities cause the Department strength to fall below the minimum required under this Agreement notwithstanding any provisions herein to the contrary, any firefighter with less than or equal to two hundred (200) hours in his compensatory time bank called in to maintain the minimum Department strength shall be compensated by receiving two (2) hours off duty without loss of regular pay for each hour actually worked and any firefighter with more than two hundred (200) hours in his compensatory time bank called in to maintain the minimum Department strength shall be compensated by receiving overtime pay. The call-in guarantee of four (4) hours worked for four (4) hours pay shall not apply. The Union shall be responsible for maintaining the call-in list and furnishing substitute manpower for firefighters released from duty under this Article.

## ARTICLE VII

### Wages

#### Section 1 - General

The salary schedule attached hereto as Exhibit "A" shall be effective January 1, 2015 and shall be amended from time to time by action of the Common Council of the City of Mishawaka, Indiana.

#### Section 2 - Overtime Pay

(a) Overtime pay shall be paid to all 56-hour employees (firefighters other than Fire Marshals) for all work in excess of their regularly scheduled work day (24 consecutive hours). Such overtime shall be paid at the rate of time and one-half of the employee's prevailing hourly rate, provided, however, that all overtime worked on Sundays and holidays shall be paid at the rate of twice the employee's prevailing hourly rate. Double-time is calculated for any overtime worked between 0700 hrs. on Sundays or a holiday until 0700 hrs. the following day.

(b) Overtime pay shall be paid to all 40-hour employees (Fire Marshals) for all work in excess of 40 hours per week. Such overtime shall be paid at the rate of time and one-half of the employee's prevailing hourly rate, provided, however, that all overtime worked on Sundays and holidays shall be paid at the rate of twice the employee's prevailing hourly rate.

(c) An employee's prevailing hourly rate shall be determined by dividing their annual salary by 2,912. This calculation shall include the Pension Equalization Plan Payments to the civilian firefighter/paramedics.

(d) Call-In Pay. When a firefighter is called in to work partial or emergency duty, the firefighter will be guaranteed a minimum of four (4) hours work or four (4) hours pay at overtime rate and any additional fraction of an hour over fifteen (15) minutes shall constitute one (1) hour. When a firefighter is called for a twenty-four (24) hour overtime, the firefighter will be guaranteed twenty-four (24) hours pay at the overtime rate for that day. When a firefighter is mistakenly offered a prescheduled twenty-four (24) hour overtime, management reserves the right to retract

said offer and that member will be guaranteed four (4) hours overtime pay and regain their original place on the twenty-four hour overtime list.

(f) In the event a firefighter is held over their regular work shift, the firefighter shall receive regular overtime pay in increments of one-half (1/2) hour but shall not be guaranteed a minimum of four (4) hours work or four (4) hours pay. By way of example, if a firefighter is held over thirty-one (31) minutes, the firefighter shall be paid for one (1) hour of overtime at the regular overtime rate.

### Section 3 - Overtime Pay for Specialty Positions

(a) The City will keep an updated list of those firefighters taking part in the Water Surface Rescue and Recovery Program, Dive Team Program, Tactical Rescue Team and Mechanics.

(b) All firefighters shall have an equal opportunity to attend special schooling for the specialty programs listed above. Firefighters attending such schooling shall be reimbursed for expenses reasonably incurred in the attendance at such schooling and shall be compensated, as if on duty for attendance at such schooling on the firefighter's regularly scheduled day off.

(c) In the event a firefighter is ordered or subpoenaed and appears during off-duty hours before a court, administrative body, or at the County Prosecutor's Office, pertaining to incidents involving the Fire Department, the firefighter shall receive overtime pay. The firefighter shall receive pay for the actual amount of time spent but not less than two (2) hours at the overtime rate of pay. A firefighter who is the subject of a disciplinary hearing shall not be entitled to the benefits provided in this subsection. The firefighter's overtime will be figured less any compensation received from the Courts, attorneys, insurance companies, or any other third party.

Section 4 – Out of Rank Pay

1. Out of rank pay will be paid to all Firefighters scheduled to ride out of rank according to the following schedule:

Firefighter → Driver	\$10
Driver → Officer	\$25
Officer → Higher Ranking Officer	\$25
Firefighter → Officer	\$25
Fire Apparatus Assigned → Ambulance	\$30

1. Firefighters must be scheduled to ride out of rank for 6 hours or more per shift to qualify for out of rank pay. Any firefighter being scheduled to ride out of rank for less than 6 hours will not qualify for out of rank pay.
2. The two (2) members involved in a trade day will not qualify for out of rank pay. If other members are required to work out of rank due to the trade day, they will be eligible for out of rank pay.

Section 5 - Two Thousand Dollars (\$2,000.00) Wage Difference

No more than a two thousand dollar (\$2,000.00) wage difference between the rank of 1<sup>st</sup> class firefighter and the rank of master firefighter shall occur. Said wage difference between these two ranks shall be maintained in future wage agreements.

#### Section 6 - Pension Equalization Pay for Non 77 Pension plan Members

For those civilian firefighter/paramedics who do not qualify or do not elect to become members of the 1977 pension fund, the pension equalization pay (PEP) will be offered to the employees as additional wages. The PEP shall be payable in twenty-six (26) equal biweekly pay periods with the regular payroll. The annual PEP will be a combination of a base of three thousand three hundred dollars (\$3,300) and an additional one hundred dollars (\$100) for every full year of continuous service completed by January 1<sup>st</sup> of each year.

#### Section 7 – Renegotiation of Wages

It is understood and agreed by the parties hereto that any wage provision contained in this Agreement may be modified at any time by renegotiation with the members of the Common Council of the City of Mishawaka, Indiana. The Common Council and the Union must agree to such renegotiation, and the refusal of either to reopen negotiations for wages shall not be considered a breach of this Agreement or a breach of any other duty or obligation of either.

**ARTICLE VIII**  
**Hours of Employment**

Section 1 - Work Schedule

(a) The Platoon system shall be a three-platoon system consisting of three shifts. A work day consists of 24 consecutive hours starting at 0700 hours. The regular work schedule of firefighters under this system will be as follows: 24 hours on, 24 hours off, 24 hours on, 24 hours off, 24 hours on, and 96 hours off.

(b) For Fire Marshals, the regular work week shall be thirty-six (36) hours consisting of four (4) days at nine hours per day. Each Fire Marshal shall be entitled to either Monday or Friday off. There shall be no more than three (3) Fire Marshals.

Section 2 - Trading Days

Subject to the approval of the Assistant Chief or the Assistant Chief's designee, and the department being able to meet and maintain minimum manpower requirements, firefighters shall be permitted to voluntarily trade scheduled work and unpicked random days. Random days traded will be used like any other random day would be, with one exception, it does not carry any seniority when a three (3) week posting is necessary. Firefighters will not be allowed to "borrow" time from the City.

**ARTICLE IX**  
**Holiday Schedule**

For purposes of this agreement, the holidays shall be as follows:

New Year's Day

New Year's Eve Day

Good Friday

Easter Sunday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Eve Day

Christmas Day

3rd Saturday in August Fallen Firefighter

Any firefighter wishing to observe a moment of silence on Patriot Day may do so, so long as the exercise of such does not interfere with the performance of duties or risk public safety.

**ARTICLE X**

**Vacations and Leave**

Section 1 – Vacation Eligibility

- (a) All firefighters, except Fire Marshals, will accrue vacation and random time according to the following chart:

**VACATION**

**YEARS OF SERVICE**

	3 Day (s) (1st Week)	6 (2 <sup>nd</sup> Week)	9 (3 <sup>rd</sup> Week)	12 (4 <sup>th</sup> Week)	15 (5 <sup>th</sup> Week)	18 (6 <sup>th</sup> Week)	Random Days		<b>TOTAL</b>
< 1							Prorated		<b>≤ 4</b>
1	x						4		<b>7</b>
2	x	x					4		<b>10</b>
3	x	x					4		<b>10</b>
4	x	x					4		<b>10</b>
5	x	x	x				4		<b>13</b>
6	x	x	x				4		<b>13</b>
7	x	x	x				4		<b>13</b>
8	x	x	x				4		<b>13</b>
9	x	x	x				4		<b>13</b>
10	x	x	x	x			4		<b>16</b>
11	x	x	x	x			4		<b>16</b>
12	x	x	x	x			4		<b>16</b>
13	x	x	x	x	x		4		<b>19</b>
14	x	x	x	x	x		4		<b>19</b>
15	x	x	x	x	x		5		<b>20</b>
16	x	x	x	x	x		5		<b>20</b>
17	x	x	x	x	x		5		<b>20</b>
18	x	x	x	x	x		5		<b>20</b>
19	x	x	x	x	x		5		<b>20</b>
20+	x	x	x	x	x	x	3		<b>21</b>

(b) After the vacation selection process is completed all remaining random days may be taken in 12 or 24 hour increments.

### Section 2 – Vacation Selection

(a) (1) Firefighters may not at any time select a day for vacation or random leave if doing so would reduce the shift strength for that day below the minimum firefighting work force due to other firefighters' vacation and random-leave selections. Firefighters on sick leave shall not be counted in determining shift strength. Firefighters signed up for education leave shall not be counted in determining shift strength until seven (7) calendar days prior to the start of the class, except that firefighters attending a class that lasts longer than fourteen (14) calendar days shall not be counted in determining shift strength.

(2) Each shift will select vacation independent of the other two shifts. Vacations shall be selected on the basis of seniority.

(3) During the first round of selections, firefighters with more than five years of service must select six consecutive work days of vacation (a "two-week vacation"). Firefighters who have completed less than five (5) years of service must select at least four (4) vacation days consecutively, but not more than six (6).

(b) Up to four (4) firefighters per shift shall be eligible on the basis of seniority to select simultaneous two-week vacations without regard to any conflict caused by conditions in scheduling.

(c) Vacation schedules shall be posted by the Fire Department Management by December 1<sup>st</sup> of each year. Vacation selection shall commence one full cycle after January 1<sup>st</sup>, and be completed by the end of the 3<sup>rd</sup> day of that cycle. Each firefighter must be prepared to select their vacation on any day of that cycle, between 0700 and 2000 hours, unless other written arrangements

that do not conflict with the seniority process are made ahead of time with copies going to the Chief or representative and the Union Executive Board. A firefighter who fails to select their vacation during this time will be passed and shall go to the bottom of the vacation selection list. Available days for vacation or random leave are any days beginning between January 2 and January 1 of the following year that the firefighting workforce does not drop below the minimum manpower requirements in Article XIX.

(d) After all firefighters have selected vacations during the first round, the Fire Department Management shall post all days available for firefighters entitled to three or more weeks of vacation or more. During each round of selections after the first round, firefighters may only select up to three workdays per round. Each subsequent selection round will start on the fifth calendar day after the previous round ended (so there will be four calendar days between rounds). After the final vacation-selection round, there will be another round during which firefighters will select one random-leave day based on seniority. All other random-leave days are available on a first-come-first-serve basis.

(e) Any firefighter who splits their two-week vacation in the first round will pick their remaining days from their split two-week vacation as if they were random-leave days (i.e. on a first-come-first-served basis). So if a firefighter chooses to let their vacation become random, they give up seniority selection rights.

(f) Management shall post a master list in all stations, of all days selected by each firefighter after the normal selection process is completed.

(g) When a firefighter is transferred from one shift to another, after vacations are picked, their vacation pick will transfer with them, within one (1) or two (2) work days of the original pick, with the firefighters having the choice of moving forward or backwards of their original vacation pick, it is also understood that if a contractual day(s) or earned time, that was chosen separately becomes the firefighter's regular day off, due to a transfer, they will have the choice to move that day forward or backwards. As an alternative, a firefighter may select another day, as long as the day is available and within the same calendar year.

(h) In the event days become available that were not available at the posting of the random day list, those days and only those days will be posted separately at each station and made available to be picked by seniority after a three (3) week posting period. Any firefighter interested in such days must notify management within the three (3) week posting period by signing the posting list at their station. Any days not selected shall be granted on a first come, first serve basis. If a day becomes available within the three (3) week posting period, it shall be posted as set forth above and the firefighter will be notified one (1) shift day prior to the day in question.

### Section 3 - Vacation Eligibility – Fire Marshal Division

Vacation time shall inure to the benefit of the Fire Marshal Division based upon their appointment to the Fire Department as follows:

(a) Fire Marshals having completed one (1) year of service, but less than two (2) years, shall receive four (4) work days of vacation.

(b) Fire Marshals having completed two (2) years of service, but less than five (5) years, shall receive eight (8) days of vacation.

(c) Fire Marshals having completed five (5) years of service, but less than twelve (12) years shall receive fifteen (15) work days of vacation.

(d) Fire Marshals having completed twelve (12) years of service, but less than seventeen (17) years of service shall receive twenty (20) work days of vacation.

(e) Fire Marshals having completed seventeen (17) years of service, but less than twenty-five (25) shall receive twenty-six (26) work days of vacation.

(f) All employees assigned as Fire Marshals shall receive 2 random days in addition to their vacation days.

(g) All employees assigned as Fire Marshals will have their vacation selections approved by the Chief of the Inspection Bureau.

## ARTICLE XI

### Seniority, Layoff, Recall and Lateral Transfer

#### Section 1 – Seniority, Layoff and Recall

(a) Seniority shall be determined by the date of the firefighter's appointment to the Department. If more than one (1) firefighter has the same date of appointment, then seniority shall be determined alphabetically.

(b) A "lay-off" is hereby defined to be a necessary reduction of the work force of the Fire Department. Lay-offs shall be made in the reverse order of seniority; that is, the firefighter with the least seniority shall be laid off first and the firefighter with the most seniority shall be laid off last.

(c) A "recall" shall be an increase of the work force with the Fire Department following a lay-off. Recall shall be by seniority with the firefighter with the most seniority being the first individual to be recalled and the firefighter with the least seniority being the last individual to be recalled.

(d) In the event of a personnel reduction, no new employees shall be hired until all laid off employees are recalled or have refused to return to work.

(e) If any position on the Fire Department presently being performed by a firefighter is performed by a civilian or volunteer help, no firefighter shall be laid off as a result.

## **ARTICLE XII**

### **Sick Leave**

#### **Section 1 – Firefighter**

During illness, a firefighter's pay shall continue subject to the right of the Board of Public Works and Safety to require a physician's statement confirming the firefighter's illness and their inability to perform their duties. Medical disabilities shall be determined by the firefighter's pension board. Medical disability for a Civilian Firefighter/Paramedic shall be determined by the City's designated physician.

#### **Section 2 – Work-Related Injury – Civilian Firefighter/Paramedic**

The City will provide a disability and income program for civilian firefighter/paramedics. This insurance benefit shall continue in effect until such time as a similar disability insurance program for municipal civilian firefighter/paramedics shall be established and funded by the Federal government, the State of Indiana, or some other governmental agency.

## **ARTICLE XIII**

### **Funeral Leave**

In case of death in the firefighter's immediate family (meaning parent, spouse, grandparent, grandchild, parent-in-law, brother, sister, sister-in-law, brother-in-law, child or stepchild), a firefighter shall receive upon request, two (2) consecutive work days off without loss of regular pay, to make preparations for and attend, the funeral and burial of such relative and to attend to any necessary business or legal matters of the decedent or their estate. In addition, the Fire Chief shall have the right to grant, in appropriate cases and at their sole discretion, additional days off work for funerals.

The same right to funeral leave as set forth above shall be applicable in cases of death to an aunt or uncle of the firefighter, to a firefighter's nieces and nephews, to the aunts, uncles, nieces and nephews of the firefighter's spouse, and the grandparents of the firefighter's spouse. In such instances, the leave shall be only one (1) work day off without loss of regular pay. A firefighter who serves as a pallbearer in any funeral shall be entitled to whatever time off is needed on the day of the funeral to serve as a pallbearer without loss of pay. This does not apply to a firefighter that is on a pallbearers list. For Fire Marshals, the days off provided for in the above section shall be three consecutive eight (8) or nine (9) hour work days only.

Funeral leave under this Article XIII shall be taken at the time the death occurs. If a firefighter is on vacation when the death giving rise to the funeral occurs, the firefighter shall not be entitled to take the funeral leave as an extension to their vacation.

## **ARTICLE XIV**

### **Insurance**

#### **Section 1 - Life and Accident**

The City shall maintain in effect for each firefighter a life insurance policy of Fifteen Thousand (\$15,000.00) Dollars double indemnity.

The City shall also provide a \$50,000.00 life insurance policy for each civilian firefighter/paramedic in the event they are killed in the line of duty; provided, however, if federal or state legislation is passed providing such coverage, as in the instance of the police and firemen, then the City need not provide such coverage. Such a policy must include coverage for death by disease contracted in-the-line-of-duty.

#### **Section 2 - Medical and Hospital**

The City shall offer medical and hospital care coverage to all firefighters, including those off work due to injury and/or illness, throughout the life of the Agreement complying with the terms included in the Insurance Memorandum attached to this agreement.

## **ARTICLE XV**

### **Uniform Allowance**

(a) The City shall, in addition to all other compensation herein granted, pay each firefighter an annual uniform allowance of:

\$1,250.00

to purchase and maintain uniforms as prescribed by the Chief. In consideration of this allowance, the firefighters agree to keep their uniforms in neat, clean and in good repair and to replace all worn out clothing as necessary.

(b) No new items of clothing shall be required unless the Union is in agreement, provided, however, that this paragraph shall not apply to any safety items which may in the future be mandated by IOSHA or OSHA.

(c) The City shall provide and replace damaged protection gear at no expense to the firefighter. Protection gear shall consist of the firefighter's helmet, turnout coat and pants, a protective hood, boots and gloves, and helmet visors. A firefighter must relinquish all damaged protective gear before the City is obligated to replace such gear

## **ARTICLE XVI**

### **Duties of Firefighters**

- (a) Firefighters duties shall consist of the following:
  - (1) All work directly connected with firefighting services, emergency medical services, fire prevention, and public education.
  - (2) Specialty work including water and aerial rescue services, hazardous material emergency response services, water rescue and recovery, fire protection services in the area of code enforcement and fire and arson investigation.
  - (3) Keeping all staffed stations and fire department vehicles clean, including performing general-maintenance tasks for the presentable upkeep of station grounds and quarters.
- (b) Firefighters shall not be required to perform heavy maintenance work or work which requires special skills, including plumbing, electrical work, and painting; however, a firefighter may voluntarily perform these tasks if qualified.
- (c) After all of the duties required under paragraph (a) are performed to the satisfaction of the Fire Chief or representative, firefighters may engage in personal activities which do not interfere with the duties of other members of the fire department.
- (d) Firefighters shall not be required to engage in training, schooling or station maintenance on Sundays or on the Holidays listed in this Agreement. Management may provide training on two (2) Saturdays per year, per shift. Any further Saturday training sessions require advance approval by the Union's Executive Board. Management shall provide a minimum of seven (7) days notice prior to each occurrence of Saturday training.

## **ARTICLE XVII**

### **Strike Prohibition**

The Union will not engage in, nor sanction, strike action, slow down, "blue flu," or similar action during the life of this Agreement or any extension thereof. If this Article is violated, the participants shall be immediately subject to discharge as provided in Ordinance Number 1666 of the City of Mishawaka.

## **ARTICLE XVIII**

### **Joint Safety Committee**

#### **Section 1 - Adoption of Safety Program**

A joint safety program shall be adopted and enforced by a joint safety committee comprised of an equal number of representatives from the Union and the City.

#### **Section 2 - Special Items of Safety Equipment**

The Cascade system or any replacement system shall be tested not less than annually and maintained in good working order and not less than twenty-five (25) self-contained breathing apparatus in good working order shall be provided by the City so that all members of the Fire Department will have at their disposal protection from dangerous gas and smoke.

#### **Section 3 - Fresh Air Tanks**

Fresh air tanks shall be tested hydrostatically at least every five (5) years, per code No. DOT 49 CFR.

#### **Section 4 - Testing of Other Items**

All aerial ladders shall be tested, at least once every three (3) years for defects and all defects shall be promptly repaired by the City.

## **ARTICLE XIX**

### **Department Strength**

#### **Section 1 - Minimum Work Force**

- (a) The minimum work force will be twenty-nine (29) firefighters per day.
- (b) Seven (7) firefighters will be allowed off per day. In the event of sickness, vacation, or any other reason whatsoever the work force is reduced below the minimum manning requirement, the Officer in Charge will then refer to the proper overtime list for the next man in line to work.
- (c) A minimum of three (3) lead paramedics will remain on duty per shift.

#### **Section 2 - Department Strength**

- (a) The minimum firefighting work force shift shall be assigned to manning emergency firefighting equipment.
- (b) Each pumper truck and aerial/pumper combination truck in service shall run and be manned by at least three (3) firefighters.
- (c) Each rescue truck unit in service shall run and be manned by at least two (2) firefighters.
- (d) Each paramedic ambulance shall run and be manned by at least one (1) lead paramedic and one (1) advanced EMT.
- (e) The City will man and run a minimum of three (3) paramedic ambulances. The City may run a fourth (4<sup>th</sup>) ambulance only after at least four (4) pumper trucks or aerial/pumper combination trucks are manned by at least four (4) firefighters each. This requirement may be suspended for requested occasions only with the approval of the Union's Executive Board for each occasion.
- (f) In the event a rescue truck or aerial truck unit is out of service because of a mechanical breakdown, a reserve engine may be placed in service as a replacement, manned by not less than

two (2) firefighters and used only as a rescue truck or aerial truck unit. Under no circumstances shall the reserve engine be used as a pumper truck unless manned by not less than three (3) firefighters. In the event the reserve engine is used as a pumper truck while manned by less than three (3) firefighters, then the firefighters next in line on the recall list shall be entitled to overtime pay of not less than four (4) hours.

(g) Whenever a reserve pump truck is put in service to take the place of a piece of equipment that is manned normally by two (2) firefighters and enough manpower is available, it shall be manned with three (3) firefighters.

(h) All disabled firefighting motor vehicle equipment, excepting automobiles, shall be repaired and placed back in service as soon as reasonably possible.

### Section 3 - Vacancies

(a) The City will make a diligent effort to fill all vacancies in the Fire Department within sixty (60) calendar days after such vacancies occur. In the event a vacancy is not filled within sixty (60) calendar days, the City shall furnish immediately thereafter a written explanation to the Union outlining the reason the vacancy has not been filled.

(b) All vacancies in rank as a result of a promotion shall be filled within thirty (30) days.

(c) All vacancies in ranks as a result of a resignation, retirement, or termination will be filled within thirty (30) days, or when the vacating firefighter ceases to receive compensation by the City for hours worked or other time owed, whichever is later. Vacancies will be posted within seven (7) days of action by the Board of Public Works and Safety creating the vacancy.

### Section 4 – Driver Operator and Master Firefighter Positions

(a) There shall be not less than thirty (30) firefighters holding the rank of Driver Operator (DO).

- (b) All firefighters shall be automatically promoted to the rank of Master Firefighter on or before the third anniversary of their hire date.

#### Section 5 – Rank Structure

- (a) Effective January 1, 2013, the rank structure will be as follows:
  - (1) Probationary Firefighter
  - (2) 1<sup>st</sup> Class Firefighter
  - (3) Master Firefighter
  - (4) Driver Operator
  - (5) Paramedic
  - (6) Lieutenant
  - (7) Fire Marshal
  - (8) Shift Supervisor
  - (9) Captain
  - (10) Battalion Chief
  - (11) Assistant Chief
  - (12) Chief

#### Section 6 – Master Firefighter

Once a firefighter achieves the rank of Master Firefighter or higher, the base pay for such firefighter thereafter shall never be less than that paid to other Master Firefighters, regardless of the subsequent rank of such firefighter. The Board of Safety reserves the right to refuse a request made by a firefighter for voluntary demotion from the rank of Master Firefighter.

## **ARTICLE XX**

### **Grievance Procedure and Arbitration**

(a) A "grievance" is defined to mean any difference that may arise between the parties or between the City and a firefighter covered by this Agreement as to any matter involving interpretation, meaning, application or violation of any of the provisions of this Agreement. A "grievant" is defined as any firefighter employee covered by this Agreement, group of firefighter employees or the Union.

1. It shall first be the responsibility of the grievant to reduce the grievance into writing within sixty (60) days after it arises and present it to the Chief.

2. If the grievance is not resolved after a period of seven (7) days after being presented to the Chief or acting Chief, the written grievance shall be presented to the City's Board of Public Works and Safety within ninety (90) days for determination and settlement.

3. If the grievance is not settled by the Board of Public Works and Safety within fourteen (14) days to the satisfaction of the grievant, then the matter may be submitted to arbitration in accordance with the terms and conditions set forth below.

(b) The establishment of this method of arbitration shall not in any way whatsoever be deemed to be a recognition by the City of compulsory arbitration as a superior method of settling labor disputes, but rather shall be deemed to be a recognition solely of the necessity to provide an alternative method or mode of settling labor disputes where employees must, as a matter of public policy, be denied the usual right to strike. Therefore, in the event that the grievant and the City are unable to satisfactorily resolve a grievance before the Board of Public Works and Safety, either party may send written notice of a demand for arbitration to the other party and the dispute shall be submitted to arbitration before an impartial arbitrator selected as provided below.

If within ten (10) days after the notice of the demand for arbitration, the parties are unable to agree upon an arbitrator, then the grievant may request the American Arbitration Association or Federal Mediation and Conciliation Service to submit a panel of names and the selection of the

arbitrator made by alternately striking names from the panel. The impartial arbitrator shall hold hearings upon the issues, make such investigations as shall be deemed necessary to a proper decision and render such decision in writing. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator is authorized to conduct such hearing in an informal manner and without recourse of the technical, common-law rules of evidence required in judicial proceedings. Every person who is a party to such proceeding shall have a right to submit evidence in open hearing and shall have the right of cross-examination. Hearings may be held at any place in the county agreed to by the parties or in the absence of agreement, as determined by the arbitrator.

(c) The arbitrator's fees and necessary expenses of arbitration shall be borne equally by the Union and City. However, it is understood and agreed that such fees and expenses shall not include attorney's fees of either party.

## **ARTICLE XXI**

### **Savings Clause**

If any provision of this agreement, or application thereto to any person or circumstances, is held unconstitutional or otherwise invalid, the remaining provisions of this Agreement and the application of such provisions to other persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

## **ARTICLE XXII**

### **Indemnification**

#### **Section 1 - Claims and Judgments**

The City shall indemnify and hold harmless any firefighter from all legal claims, suits, costs and judgments arising out of the acts or omissions of the firefighter arising out of and in the course of the performance of the duties of such firefighter subject to the terms and conditions contained herein. Indemnity shall not be provided in the event any firefighter willfully violates any legal order of a superior officer, the rules and regulations of the Fire Department, or is guilty of gross negligence or of willful or wanton misconduct.

#### **Section 2 - Executions on Judgments**

The City shall take such actions as it deems appropriate to forestall the execution of judgment against a firefighter personally and notwithstanding such efforts by the City, the City will indemnify and hold harmless the firefighter on any judgment covered under Section 1 of this Article subject to terms and conditions contained herein.

#### **Section 3 - Trials**

(a) The City shall provide legal counsel of the City's choosing to any firefighter against whom legal action has commenced, within the coverage set forth in Section 1 of this Article.

(b) The firefighter shall have the option to retain their own attorney at their own expense to represent their interests in litigation without any effect on the responsibilities of the City under this Article.

#### Section 4 - Firefighter's Responsibilities

(a) As a condition precedent to the right of indemnification under this Article, any firefighter desiring indemnification shall:

(1) Tender in writing to the City's attorney a notice of its right to appear and defend any litigation as may result in a judgment covered by this Article and grant to the City the right to make such investigation, negotiation and settlement of any claim as the City deems appropriate.

(2) Give written notice containing the particulars sufficient to identify the firefighter involved and information as to the time, place and circumstances thereof to the City's attorney as soon as reasonably practical following a covered occurrence.

(3) Forward immediately any or all suit papers, demands, notices, summons, complaint or other process received by such firefighter or their representative to the City's attorney.

(4) Cooperate with the City in the conduct, defense or settlement of any legal proceeding and additionally grant the City the right to free access and use of all hospital, medical and doctor's records and reports as to any firefighter's physical or mental condition in the conduct, defense or settlement of any legal proceedings.

## ARTICLE XXIII

### Specialty Position

A. In recognition of the special and unique services performed by certain firefighters for the City, the City agrees to pay specialty pay to those firefighters who perform the following duties:

1. Advanced Emergency Medical Technician (AEMT).
2. Water Rescue and Recovery.
3. Self-Contained Breathing Apparatus.
4. Mechanics.
5. Firefighter/Paramedic
6. Reserve Firefighter/Paramedic
7. Civilian Firefighter/Paramedic
8. Information Technology (IT)

All specialties will receive a specialty check. Participation in any specialty listed in this article is not mandatory.

B. Definitions.

1. **“Advanced Emergency Medical Technician (AEMT)”** means a firefighter who is certified by the Indiana Emergency Medical Services Commission as an AEMT, and is qualified by the local Medical Control Board to provide advanced life support care. An AEMT is a firefighter who can perform advanced life support skills, which include, but are not limited to: manual defibrillation, electrocardiogram interpretation, and intravenous injection.
2. **“Water Rescue/Recovery Team”** means those firefighters regularly assigned to the Water Rescue and Recovery Team in accordance with the standard operating procedures currently in effect. Such standard operating procedures shall not be changed except by mutual consent of the City and the Union. ”

3. **“Self-Contained Breathing Apparatus Technician”** means those firefighters assigned to maintaining, repairing, testing and all records keeping activities as required by federal and state regulations with respect to self-contained breathing apparatus.
4. **“Mechanics”** means those firefighters assigned to the maintenance and repair of fire suppression vehicles and all other Fire Department mechanical equipment.
5. **“Lead Paramedic”** means a paramedic who has obtained lead paramedic status from the St. Joseph County EMS Committee.
6. **“Firefighter/Paramedic”** means a firefighter who is dually certified as both a firefighter and a paramedic and is assigned to an ambulance.
7. **“Reserve Firefighter/Paramedic”** means a firefighter who is dually certified as both a firefighter and a paramedic and is assigned to a suppression apparatus.
8. **“Civilian Firefighter/Paramedic”** means a firefighter paramedic assigned to an ambulance and receives the PEP compensation.
9. **“Paramedic”** includes Firefighter/Paramedics, Reserve Firefighter/Paramedics, and Civilian Firefighter Paramedics.
10. **“Information Technology” (IT)** means a firefighter who maintains the computer systems within the Fire Department including but not limited to Firehouse software, Mobile Data Terminals, and GPS data.

C. The City agrees to train at least the following number of firefighters for the EMT specialty:

<u>Specialty</u>	<u>Number of Firefighters</u>
EMT-A	10 (annually)
EMT-P	3 (annually)

Training slots for the EMT-A and EMT-P specialty shall be filled by seniority.

D. The City agrees to offer to train at least the following number of firefighters for each of the following specialties:

<u>Specialty</u>	<u>Number of Firefighters</u>
Water Rescue/Recovery Team	12
Water Rescue/Recovery Team Leaders	3
Self-Contained Breathing Apparatus Technician	3
Mechanics	3
IT	2

The City shall train such additional firefighters as may be necessary, from time to time, to maintain the specialty programs listed in this paragraph, provided, however, there are firefighters available who desire to be so trained.

E. If less than the specified number of firefighters enroll to be trained for a particular specialty, then the City shall be obligated to train only those firefighters who have enrolled in a specialty program.

F. If a firefighter withdraws from certain specialty training after the training commences or fails to successfully complete such training for any other reason, the firefighter shall still be counted toward the City's obligation to train a specific number of firefighters for that specialty.

G. The City shall provide all specialty training at no cost to the firefighters who wish to secure the specialty.

H. The City shall establish specialty programs for the specialties set forth in this Article and maintain them for the life of this Agreement and any extensions of this Agreement.

I. Specialty pay shall be prorated to the date of acquiring the specialty. The following specialty pays are established:

<u>Specialty</u>	
Water Rescue/Recovery Team	\$ 950.00
Water Rescue/Recovery Team Leaders (3)	\$ 1050.00

Self-Contained Breathing Apparatus Technician	\$ 1,000.00
Mechanics	\$ 2,500.00
IT	\$ 1,500.00

The following specialties shall be paid on a two (2)-tier schedule.

Tier 1 is awarded for certification (and maintenance of certification). Tier 2 is awarded upon completion of 50 scheduled days on an ambulance in a given calendar year (November 1 through October 31 of the following year).

<u>Specialty</u>	<u>Tier 1</u>	<u>Tier 2</u>
AEMT	\$1000.00	\$3000.00
Paramedic	\$2000.00	\$4000.00
Lead Paramedic	\$4000.00	\$6000.00

J. If a firefighter is required to attend off-duty training or certification classes in order to achieve specialty status and gives prior notice to the Fire Chief, or representative, the firefighter shall be reimbursed for each hour of necessary off-duty training at the applicable overtime rate. All specialty programs shall be operated strictly in accordance with the standard operating procedures presently in effect. Once in effect, such standard operating procedures shall not be changed except by mutual agreement between the Union and the City.

K. If a firefighter is required to attend off-duty training or certification classes in order to maintain specialty status and gives prior notice to the Fire Chief, or representative, the firefighter shall be reimbursed for each hour of necessary off-duty training at the applicable overtime rate.

L. If at any time within ten (10) years of receiving such training a firefighter loses his or her paramedic certification or leaves employment of the City of Mishawaka's Fire and EMS Department, the firefighter agrees to reimburse the City for costs associated with paramedic training on a pro rata basis. After completing seven (7) years assigned to an ambulance, an individual may request in writing to the Chief to be assigned to a fire-suppression vehicle. The firefighter making the request will have first priority for the next available fire-suppression-vehicle opening. Management will accommodate requests for transfer from full-time ambulance duty prior to seven (7) years, subject to manpower restrictions.

## **ARTICLE XXIV**

### **Job Posting**

In the event of an opening or vacancy within the Mishawaka Fire Department, the Chief will post the opening or vacancy for bids at all fire stations. The posted openings or vacancy shall remain open for bids for a period of ten (10) days. Any firefighter wishing to bid for such opening or vacancy shall sign the job posting sheet and complete required forms.

## **ARTICLE XXV**

### **Pay Days**

#### **Section 1 - Pay Period**

Firefighters shall be paid bi-weekly, (every other Friday).

#### **Section 2 - Additional Pay Periods**

All other pay shall be dispersed by the City as follows:

(a) Uniform allowance pay will consist of four (4) equal and separate checks payable quarterly on or before the first (1st).

(b) If a regular pay day falls during a firefighter's vacation, the firefighter shall receive their pay check in advance prior to going on vacation, providing they make a written request for their check two (2) weeks in advance to the person responsible for Department payroll.

(c) Payment of Specialty Pay. All specialty pay shall be paid in a lump sum as part of the last pay in November of each year.

## **ARTICLE XXVI**

### **Training New Firefighters**

Upon commencement of employment, a firefighter shall not be considered part of the firefighting work force until having received at least one hundred eighty-nine (189) hours of on-the-job training. Training will be performed Monday through Friday, except for firefighters to attend Recruit Fire Academy events scheduled on Saturdays.

## **ARTICLE XXVII**

### **Emergency Leave**

Firefighters shall have the privilege of leaving the fire station for immediate family emergencies. In such cases, the following guidelines must be followed as closely as possible;

- (a) Firefighter must notify the Officer in Charge of the emergency.
- (b) Firefighter must call Officer in Charge within the first two (2) hours and give their status as to if he/she will be returning to work in the next two (2) hours.
- (c) Once the emergency is taken care of and the firefighter's presence is no longer needed, they shall return to work.
- (d) The Officer in Charge will call in overtime if below the minimum manpower and it is determined that the firefighter on emergency leave will not be returning to work within the four (4) hour time frame set forth above.
- (e) Any added days needed, the firefighter is required to make their own arrangements, such as, to trade days, take vacation days, or arrangements made through the Chief.

## **ARTICLE XXVIII**

### **Overtime Call-In Procedure**

#### Section 1 - Purpose of Article

- (a) For regular overtime to maintain Article XIX, Section 1, for twenty-four (24) hour, partial, and order in overtime.
- (b) Overtime is to be offered to firefighters in a uniform manner of rotation based on last date of accepted overtime. A master overtime list will be maintained by the Officer in Charge for twenty-four (24) hours, partial, and ordered to work overtime
- (c) Overtime will be managed by an automated system agreed upon by Union and Management.
- (d) In the event of a disagreement on which automated system to use or of automated technology failure, the Officer in Charge will default to manual calling of overtime based on last accepted overtime date.

#### Section 2 - Call-In Procedure

- (a) All members will be defaulted as not available for overtime, except for the ordered to work list, where all members will be defaulted to available. Each member will be responsible to log into the automated system and mark the dates they would be available for overtime. You are not required to accept the overtime if it is offered, however, members are encouraged to only mark themselves available the dates they would accept overtime.
- (b) Overtime will be managed from three (3) lists of the members that mark themselves available each day: twenty-four (24) hour, partial, and ordered to work.
- (c) If an available overtime slot is for a Lead Paramedic position, it must be designated as such during the overtime call in procedure and filled before other overtime can be filled.

- (d) All twenty-four (24) hour overtime slots will be filled before partial overtime slots. A partial overtime is any overtime that originates as less than twenty-four (24) hours and will be filled from the partial overtime list.
- (e) If a member is working a partial overtime slot and another partial overtime slot becomes available during that day, the member working the partial overtime will have the option to extend their partial overtime to fill the new partial overtime slot that is needed. If that members declines to work the new partial overtime slot, a new call out for partial overtime will begin.
- (f) Members will have the option to accept the 24 hour overtime slots as noted: 24 hours, first 12 hours, second 12 hours, decline. Overtime that originates as a twenty-four (24) hour overtime will continue to be filled from the twenty-four (24) hour overtime list. (i.e., if a member accepts twelve (12) hours of a twenty-four (24) overtime slot, the remaining twelve (12) hours will continue to be filled from the twenty-four (24) hour overtime list.)
- (g) Members will maintain their place on the overtime list if they turn down an offer to work overtime. When a member accepts an overtime assignment they will be placed at the bottom of the overtime list.
- (h) Each member will have the option of being contacted via phone call, text message, or email.
- (i) The automated system will wait 5 minutes between contacting members to allow for that member to respond before moving on to the next member on the list. After the initial contact, the overtime may be accepted until secured.
- (j) Each shift Officer in Charge will secure their own shift overtime needed for the next shift day.
- (k) If a member calls in sick creating a need for an overtime slot, that slot will be filled as soon as possible by the Officer in Charge.

(l) If an overtime slot is not able to be secured from the list of members available, the automated system will send out a master overtime request to all members on the department. The first person to respond to that request will be awarded that overtime. That member will then be moved to the bottom of the list.

(m) If after the master overtime request, the overtime slot is still not secured, the Officer in Charge may “order” someone to work the vacancy. The Officer in Charge shall maintain an “ordered to work” record and shall rotate this duty equally among all Fire Department personnel. Ordered to work shall be offered by reverse seniority. Any firefighter that is ordered to work shall maintain their place on the voluntary overtime list and be moved to the bottom of the “ordered to work” list. Any employee that is “ordered to work” overtime shall only be mandated to work 12 hours maximum as a result of that “order to work”. Members cannot be “ordered to work” if it coincides with a vacation day, random day, or SC day.

(n) If there is a need for “Emergency Overtime” during a multi alarm incident, the Officer in Charge will send out an “Emergency Overtime” request via the automated system to all members of the Fire Department. Members can accept this “Emergency Overtime” on a first come first serve basis. Members who accept this “Emergency Overtime” will not be moved on the voluntary overtime list.

(o) If there are not the required number of Lead Paramedics assigned to the ambulances per shift and an overtime slot is needed, that overtime slot will be offered to Lead Paramedics before any Lead Paramedic not assigned to an ambulance is moved to an ambulance. If no Lead Paramedic accepts the overtime slot, the Officer in Charge may then move the non-ambulance assigned Lead Paramedic to an ambulance and fill the overtime slot with another member. This is to be done before ordering a Lead Paramedic to work.

## **ARTICLE XXIX**

### **Bill of Rights**

All firefighters who are members of the bargaining unit on full-time active duty shall be entitled to the protection of what shall hereafter be termed as the "Mishawaka Firefighters Bill of Rights."

1. All firefighters shall have the right to Union representation selected from a list prepared by the Union during any interview or questioning involving a disciplinary matter.

2. When for any reason any firefighter is under investigation by the city for conduct which results in dismissal, criminal charges or suspension for more than five (5) days (40 hours) the following rules are hereby established and shall be followed to insure such investigations are conducted in a manner conducive to public confidence, good order and discipline while, at the same time, observing and protecting the individual rights of each firefighter:

(a) Advance Notice - Prior to being interviewed, a firefighter shall be:

(i) Informed in writing of the nature of the investigation; informed of other information necessary to reasonably apprise them of the nature of the allegations of the complaint, including the date, time and location of the occurrence;

(ii) If prior to or at any time during the interrogation of a firefighter, it is determined that he/she may be charged with a criminal offense or be suspected of being implicated in a criminal offense, they shall be immediately informed of their constitutional rights and the investigation shall be terminated unless the firefighter chooses to waive their constitutional rights of self-incrimination;

(iii) Afforded an opportunity and facilities to contact and consult privately with an attorney of their choosing and/or representative of the Union;

(iv) Whenever a delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not an issue, advance

notice shall be given the firefighter not less than twenty-four (24) hours before the initial interview commences or written reports are required from the firefighters.

(b) Interview Safeguards - Any interview of a firefighter shall be when the firefighter is on duty unless the seriousness of the complaint dictates otherwise.

(i) Interviews shall take place at the firehouse facility, or elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise.

(ii) The firefighter may have a Union representative and/or attorney present to witness the interview. However, the interview may not be unduly delayed awaiting an unavailable Union representative when other Union representatives are available.

(iii) An attorney or representative chosen by the firefighter must be, depending upon the seriousness of the investigation and the need for immediate action, available within a reasonable period of time and under no circumstances will any interrogation session be delayed more than twenty-four (24) hours because of the unavailability of the attorney or representative chosen by the firefighter. However, no matter how extreme an emergency exists, no interrogation shall take place until the firefighter shall be given a minimum of three (3) hours to obtain the services of a representative and/or attorney.

(iv) During the interrogation of the firefighter, the attorney or representative shall not make any statements or objections of any kind to the investigator nor will they in any way impede the interrogation but will restrict their remarks to conferring with the firefighter. The representative's failure to object to a question shall not constitute a waiver of their ability to later object to any questions asked.

(v) Interviews shall be done under circumstances free of intimidation or coercion and shall not otherwise violate the firefighter's constitutional rights. The firefighter shall not be subjected to offensive or abusive language. No promise or reward shall be made as an inducement to answer questions.

(vi) Interviews shall not be overly long. The firefighter shall be entitled to

reasonable intermissions as they shall request for personal necessities, telephone calls, rest periods, with one (1) ten (10) minute intermission every hour, if they request.

(vii) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the subject of the investigation.

(viii) Investigations shall be concluded without delay.

(c) Charges Filed

(i) The firefighter will be furnished with a copy of the summary report of the internal investigation which will contain all material facts of the matter.

(ii) The firefighter will be furnished with the names of all witnesses and complainants who will appear against the firefighter and/or whose statements will be used against them.

(d) Resulting Disciplinary action

(i) When the investigation results in a determination of a sustained complaint, only the findings will be placed in the firefighter's personnel file, unless the firefighter requests inclusion of the complete record.

(ii) No dismissal, demotion, or other punitive measures shall be taken against the firefighter unless they are notified of the action and a reason for such action prior to the effective date of such action.

3. Personal Privileges

(a) No firefighter shall be required for purposes of assignment or other personnel action to disclose any item of their property, income, assets, source of income or personal or domestic expenditures including those of any member of their family, unless such information is obtained pursuant to proper legal process or tends to indicate a conflict of interest with respect to the performances of their official duties.

(b) No firefighter shall have their residence, private place of business, if any, private

vehicle or locker space assigned to them by the Fire Department searched unless a valid search warrant is obtained or they voluntarily agree to such search.

(c) No member of the immediate family of the firefighter shall be required to give a statement to the investigator and prior to requesting any member of the immediate family of the firefighter to give a statement, the firefighter shall be given notice of such intended request and the firefighter shall be given an opportunity to confer with that family member before that family member shall be asked to give a statement.

4. Political Activities - No firefighter shall be prohibited from engaging in political activities except when on duty.

5. Polygraph Examinations - A firefighter under investigation shall not be required to take a polygraph examination unless their accuser or accusers agree to take such a polygraph examination, and have taken such examination prior to the firefighter being asked to take such examination: provided, however, anything in this Article to the contrary notwithstanding, none of the charts, conversations, discussions, questions or results derived from such polygraph examination shall be used against such firefighter in any civil or criminal proceeding. In the event the polygraph examiner desires to question the firefighter after the polygraph test has been administered, the examiner shall first advise the firefighter of their rights in writing and if the firefighter waives in writing their rights, then any statements made by such firefighter may be used against such firefighter.

6. Drug-Free Workplace – Firefighters shall be subject to the provisions of the City’s Drug-Free Workplace Policy as such policy exists as of the date of this Agreement. However, a firefighter shall not be required to submit to any such tests in regard to any occurrence at a time when the firefighter, while off duty, was compelled to take immediate firefighting action in

response to an emergency situation. The City shall agree to train firefighters on Drug-Free Workplace Policy prior to implementation, and will also train new hires as needed. The Union President will be notified at any time a firefighter is selected for a random test of any kind.

7. Maintenance of Records

(a) Complaints investigated by the Department shall be handled in the following manner by classification:

(i) Unfounded, exonerated, and non-sustained complaints shall be destroyed upon the resolution of the matter, with the firefighter who is the subject of the complaint having a right to be present during the destruction, if they so desire. Said firefighter shall be informed of the proposed destruction before it takes place.

(ii) Sustained complaints may be kept in the personnel file for a period of three (3) years at the end of which time they shall be destroyed, in the presence of the firefighter who is the subject thereof, if they so desire, provided, however, the personnel file shall nevertheless contain a summary record of discipline setting forth the appropriate dates, charges, findings and penalty imposed.

(b) A firefighter shall have the opportunity, at a reasonable time during office hours, to review their active file and any closed investigative file in which they were the accused. In the event there is any comment adverse to their interests in their personnel file, the officer shall have the right to file a written response thereto, which written response shall be attached to said adverse comments; and, additionally, they shall have the right to file a grievance in regard to any such matter which is of such gravity that it could affect their promotional opportunities, which grievance shall then be processed in accordance with grievance procedures.

(c) Any firefighter who is reprimanded in any way, either orally, in writing, by suspension, deprivation of overtime or any other benefits, or disciplinary action in any way, shall have the right of appeal as provided by law.

## **ARTICLE XXX**

### **Call in Emergency Duty**

#### **Section 1 - Emergency Call In As Defined by Officer In Charge**

(a) The Officer in Charge will determine the need to call in the appropriate number of personnel for the specific emergency. The Officer in Charge or his/her designee will be in charge of securing the necessary emergency personnel. All call records will be maintained and recorded into the appropriate overtime list.

(b) The City will work towards a system that, when it is made available, the Officer in Charge will use a computer generated system to send out a mass contact of all firefighters using any or all methods of phone, mobile phone, text, or e-mail. The firefighters making contact with dispatch or the Officer in Charge on a first come first serve basis will be awarded the emergency overtime and must report as soon as possible. Once all necessary positions have been filled another mass contact will be sent out to cancel the emergency contact process. All firefighters must provide at least one working phone contact number at all times for the purpose of emergency call in but may also provide as many contact methods as possible voluntarily.

(c) Each firefighter making contact back will be told where the Emergency is and where to report.

## **ARTICLE XXXI**

### **Specialty Teams**

All specialty teams shall be operated strictly in accordance with each program's the Standard Operating Procedure (S.O.P.), in effect as of the date of this Agreement. An S.O.P. relating to a specialty team shall not be changed except by mutual agreement between the Union and the City.

## **ARTICLE XXXII**

### **Termination of Employment**

Upon the termination of a firefighter's employment with the City, the firefighter shall receive all benefits under this contract, prorated to the last day of their employment. Clothing allowance will be prorated by the months worked each quarter. When a firefighter leaves employment with the City for whatever reason, accrued vacation days or leave day shall be taken as time off provided, or paid for these days. However, if the firefighter is dismissed for cause, then the firefighter shall be paid for any accrued vacation time.

**ARTICLE XXXIII**

**Retiree Health Insurance**

Each retired firefighter of the City of Mishawaka Fire Department shall be eligible for health coverage or credit according to the parameters set forth by ordinance of the City.

## **ARTICLE XXXIV**

### **Duration**

#### **Section 1 - Duration**

This Agreement shall be in effect January 1, 2015, following approval by the Union, resolution of the Board of Public Works and Safety and ordinance of the Common Council of the City of Mishawaka, and shall remain in force and effect to and including the 31st day of December, 2016.

#### **Section 2 - Future Negotiations**

The parties agree that commencing not later than June 1st, 2016, they will undertake negotiations for a new collective bargaining agreement.

#### **Section 3 - Renegotiation and Amendment**

Notwithstanding any provision herein to the contrary, it is understood and agreed by the parties hereto that any provision contained in this Agreement may be amended at any time by the mutual agreement of the parties hereto.

#### **Section 4 - Relations to Rules and Regulations**

This Agreement shall supersede any rules and regulations inconsistent herewith, provided, however, rules and regulations not inconsistent with this Agreement may be adopted and promulgated by the Board of Public Works and Safety of the City of Mishawaka pursuant to Indiana statute.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their authorized representatives in Mishawaka, Indiana, this \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF MISHAWAKA, INDIANA  
BOARD OF PUBLIC WORKS AND SAFETY**

\_\_\_\_\_  
Gary E. West, President

\_\_\_\_\_  
Ronald E. Watson, Vice President

\_\_\_\_\_  
Kenneth B. Prince, Member

**MISHAWAKA FIREFIGHTERS ASSOCIATION LOCAL NO. 360 OF THE  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO**

\_\_\_\_\_  
James Elliott, President

\_\_\_\_\_  
Dave Richards, Vice President

\_\_\_\_\_  
Jason Brandenburg, Secretary Treasurer

\_\_\_\_\_  
Mark Ryan, Recording Secretary

\_\_\_\_\_  
Steve McClain, Committee Member

\_\_\_\_\_  
Kevin Gnivecki, Committee Member