

**AGREEMENT  
BETWEEN  
MUNCIE FIREFIGHTERS  
LOCAL 1348  
I.A.F.F.-A.F.L./C.I.O., -C.I.C.  
AND  
THE CITY OF MUNCIE**

JANUARY 1, 2013 - DECEMBER 31, 2014

**AGREEMENT**

Between the City of Muncie, Muncie Fire Department and Local 1348, International association of Fire Fighters AFL-CIO.

The City of Muncie, Indiana, located at 300 North High Street Muncie, Indiana (hereinafter referred to as "CITY"), Muncie Fire Department, located at 418 E. Main Street, Muncie, Indiana (hereinafter referred to as "DEPARTMENT") and local 1348, International Association of Fire Fighters AFL-CIO (hereinafter referred to as "UNION").

**WITNESSETH**

WHEREAS, the members of the Fire Department of the City of Muncie, Indiana, are engaged in providing an essential public service to the community which affects the health, safety, comfort and general well-being of the citizens of said City; and

WHEREAS, as majority of the members of said Fire Department belong to and actively support said UNION and its policies.

NOW, THEREFORE, the parties hereto expressly agree to be bound by the terms of this agreement in consideration of the premises and mutual covenants therein set forth and in further consideration of the high and proper purposes, aims and intentions and the parties hereto and in order to achieve such purposes, the parties agree as follows, to-wit:

**ARTICLE 1 UNION AND CITY RELATIONSHIP**

UNION and CITY agree to cooperate fully for harmonious relations, good working conditions, fair and impartial discipline and efficient Fire Fighting service for the citizens of the City of Muncie, Indiana.

**ARTICLE 2 UNION RECOGNITION**

CITY hereby recognizes that UNION represents a majority of the Fire Fighters of the City of Muncie. CITY, therefore, recognizes UNION as the sole and exclusive bargaining agent for all members of the DEPARTMENT (as defined in Article 3 hereof) of the City of Muncie in all matters pertaining to rate of pay, wages, hours of employment and working conditions, of said employees, and further agrees to bargain with no other such agent for said Fire Fighters during the life of this agreement.

### **ARTICLE 3 DEFINITIONS**

The term employee, employees, Fire Fighter(s) or members of the DEPARTMENT wherever used in this agreement shall apply to all personnel in the DEPARTMENT of the City of Muncie, but shall exclude the following who shall not be covered by this agreement.

- (a) The Fire Chief
- (b) The Deputy Fire Chief.
- (c) Clerical help
- (d) Member with less than one-year seniority.

### **ARTICLE 4 MANAGEMENT RECOGNITION**

The UNION recognizes the prerogative of the CITY to operate and manage the DEPARTMENT in all respects in accordance with its responsibilities, powers and authority subject to those rights, privileges, working conditions and past practices, which are superseded by this agreement. Provided, however, that nothing in this agreement shall be construed as the relinquishment by the CITY of obligations, responsibilities and authorities, conferred upon it by the statutes of the State of Indiana or by Muncie City Ordinances, to act in final judgment on the management of the DEPARTMENT affairs in the public interest. Said obligations and responsibilities shall include, but not be limited to, the right and duty to:

- A. Direct the work of Fire Fighters except where restricted by current Indiana law or Muncie City Ordinances.
- B. Establish policy for the DEPARTMENT within the guidelines of current Indiana law or Muncie City Ordinances.
- C. Suspend or discharge Fire Fighters in accordance with current Indiana law or Muncie City Ordinances.
- D. Maintain the efficiency of DEPARTMENT operations.
- E. Relieve DEPARTMENT personnel from duties because of bona fide economic reasons.
- F. Take actions necessary to carry out the mission of the DEPARTMENT as provided by law.
- G. Protect the fiscal soundness and assure the continuation of vital public services.
- H. Take whatever actions necessary to carry out its responsibilities in situations of emergencies such as riots, military action, natural disasters, or civil disorder.

### **ARTICLE 5 STRIKES**

It is agreed by the CITY and the members of the UNION that strikes, work stoppages, slow-downs, interferences with or departures from the performance of duties as prescribed by the CITY are unlawful.

## **ARTICLE 6 UNION MEMBERSHIP AND SECURITY(AGENCY SHOP)**

All members of DEPARTMENT, with one (1) year seniority, may elect to belong to UNION, and pay union dues for the duration of this agreement.

Any new member with less than one (1) year of service may elect pay a monthly service charge in an amount equal to union dues. This amount shall be payroll deducted on the first pay of each month.

## **ARTICLE 7 PAYROLL DEDUCTIONS**

Section 7.01. Upon receipt of a written, personally signed authorization form from an employee who is a member of UNION, CITY agrees to deduct from the salary payments due the employee the standard amount of dues to become owing by the employee to UNION. Upon receipt of a written, personally signed authorization form from a retiree, who is a member of UNION, CITY agrees to deduct from the salary payments due the retiree, the standard amount of retiree dues to become owing by the retiree, to UNION.

Section 7.02. Upon receipt of a written, personally signed authorization form from an employee who is a member of the Fire Fighter's Sympathy Club, CITY agrees to deduct from salary payments due the employee the monthly payments due the Fire Fighter's Sympathy Club as set by the elected officers of said club. Upon receipt of a written, personally signed authorization form from a retiree who is a member of the Fire Fighter's Sympathy Club, CITY agrees to deduct from the retiree's January pension payment an amount equal to one-half of one year's total payment of an employee.

Section 7.03. Except as stated in paragraph (2), above, concerning a retiree who is a member of the Fire Fighter's Sympathy Club, deductions shall be made as follows:

- (a) For employees, the deduction shall be made from every other paycheck of the employee;
- (b) For the retiree, from the monthly pension check of the retirees.

Any such deduction shall begin with the first full pay period (for which the CITY makes such deductions) following receipt by the CITY Controller of the written authorization form from the employee or retiree.

Section 7.04. The written authorization to make and deduction stated in the Article 7 shall be on a form established by CITY, shall by its terms be revocable at any time by the employee or retiree upon written notice to the CITY Controller, and must be delivered to the CITY Controller within ten (10) calendar days after its execution.

Section 7.05. CITY shall not be obligated to make any Union dues or Sympathy Club payment deductions from any employee or retiree who, during any pay period involved, shall have failed to receive sufficient salary or pension payment to equal the deductions required by law (including any garnishment), those for insurance, and the dues or payment deductions. When sufficient salary or payment is not available after allowing for deductions required by law

(including any garnishment), for insurance, dues or Sympathy Club payment deduction, the dues and payment shall be deducted in the next pay period in which such type of deductions are made and in which sufficient salary does exist.

## **ARTICLE 8 DISCRIMINATION**

CITY and UNION each agree not to discriminate against any Fire Fighter for any legal activity, provided, however, this shall not be interpreted as negating the provisions of Articles 6 or 7.

CITY and UNION reaffirm their continuing commitment to afford all persons who have the necessary job related qualifications an equal opportunity to compete for employment and advancement.

To assure equal employment, the CITY and UNION agree that there shall be no illegal discrimination because of race, color, creed, religion, sex, age, national or ethnic origin, citizenship, political affiliation, physical or mental handicap and/or disability, or other basis prohibited by law.

Equal employment opportunity includes, but is not limited to: hiring, promotion, transfer, demotion, termination and training. Nothing in this Agreement is intended to be inconsistent with applicable laws prohibiting unlawful discrimination.

Harassment on the basis of sex is prohibited by the City and the Union. Sexual harassment includes, but is not limited to, unwelcome or unsolicited sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature:

A. When submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

B. When submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual (i.e., hiring, firing, promotion, compensation, benefits, working conditions); and

C. When such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Any employee who believes he or she has been unlawfully discriminated against, including sexual harassment by a co-worker, supervisor, agent of the City or agent of the Union, or by a citizen served by the City should promptly report the facts of the incident or incidents and the names of the persons involved to his or her immediate supervisor, the Fire Chief, Personnel Director or the Mayor. Supervisors and the Fire Chief should promptly report such incidents to the Personnel Director or the Mayor. All claims of unlawful discrimination will be investigated and appropriate corrective action will be taken.

Retaliation is prohibited against employees who bring charges of unlawful discrimination, including sexual harassment, or those who assist in investigating charges. Any employee bringing an unlawful discrimination complaint or assisting in the investigation of such

complaint will not be adversely affected in terms and conditions of employment nor discriminated against or discharged because of complaint.

Any person who knowingly files false charges against an employee of the City in an attempt to demean, harass, abuse or embarrass that individual shall be subject to disciplinary action up to and including termination.

Whenever a male gender is used in this Agreement, it shall be construed to include male and female employees unless biologically infeasible.

## **ARTICLE 9 UNION BUSINESS TIME OFF**

Section 9.01. The duly elected President of Local 1348, upon certification to the Fire Chief shall be afforded time off, without loss to pay, to perform his designated local, state and international union duties. The amount of time off so taken shall not exceed ten (10) work days during each calendar year of this agreement provided, however, additional time off, without loss of pay, may be taken if approved in advance by the Fire Chief. Time off taken pursuant to this paragraph 1 by the President of Local 1348 shall not count as time off for purposes of paragraph 2, below.

Section 9.02. In addition, the duly elected President of Local 1348, and any other Fire Fighter, as certified to the Fire Chief by the Union President, shall be afforded time off, without loss of pay, to attend to Union duties, and to attend Union conferences, conventions and seminars. The amount of time off so taken shall not exceed a total of twenty (20) working days during each calendar year of this agreement for the entire Union.

In addition, any member duly elected or appointed to a position with the Indiana State Fire Union or to a position with the International Association of Fire Fighters, as certified to the Fire Chief by the Union President, shall be afforded time off, without loss of pay, to attend to their duties, and to attend union conferences, conventions, and seminars. The amount of time off so taken shall not exceed a total of twenty (20) days during each calendar year of this agreement. Time off taken pursuant to this paragraph by said member shall not count as time off for the purpose of the first paragraph in Section 9.02. Each member who takes time off pursuant to this section, shall provide a written report to the Mayor as to the activities and duties performed and the time spent performing these activities and/or duties.

Section 9.03. Said President shall submit monthly reports to the Fire Chief setting out the amount of time off devoted to Union activities in paragraphs one and two, above, and give a summary of the nature of said activities.

Section 9.04. In addition, any duly elected member of the local Union executive board, as certified to the Fire Chief by the Union President, shall be allowed to leave his assigned duty station to attend any called Union meeting at any other Fire Station. Said member shall remain in service while attending said called meeting.

Section 9.05. In addition, members of the Union negotiating team, not to exceed five (5) members, shall be allowed time off, without loss of pay, for all negotiation meetings which shall be mutually set by CITY and UNION.

Section 9.06. Provided, however, with regard to granted time off in paragraphs one and two, the Union shall give Fire Chief's office as much advance notice as possible.

Section 9.07. Provided, further, no Fire Fighter shall receive additional compensation for working out of classification for duty attributable to the provisions of this article.

Section 9.08. There shall be no overtime compensation lost for approved UNION business time off. Approval of time off shall be authorized in writing by the UNION President or his designee and the Chief or his designee.

Section 9.09. Minimum manning compensation shall be paid by the CITY.

## **ARTICLE 10 WORK PERIOD AND TOUR OF DUTY**

Section 10.01. Work Period shall be any consecutive twenty-eight (28) day period.

Section 10.02. Tour of Duty shall be the period of time within a work period that the employee is on duty. A tour of duty shall be scheduled or unscheduled periods. Scheduled periods shall be a regularly scheduled shift/s or tour of duty. Unscheduled periods shall be time spent handling emergency situations outside of the regularly scheduled tour of duty at the direction of the employer and/or the chief's office.

Section 10.03. The City reserves the right to exercise the exemption set out in 29 U.S.C. Sec. 207 (k).

Section 10.04. The regularly scheduled tour of duty for all fire suppression personnel except for inspectors, technicians, and administrative personnel shall be as follows: Twenty-Four (24) hours on, Twenty-Four (24) hours off, Twenty-Four (24) hours on, Twenty-Four (24) hours off, Twenty-Four (24) hours on, Ninety-Six (96) hours off.

Section 10.05. The regularly scheduled tour of duty for inspectors and firefighters working as technicians shall be as follows: Monday through Friday, 8:00 a.m. to 4:00 p.m.

Section 10.06. The regularly scheduled tour of duty for administrative personnel, as designated by the fire chief shall consist of not more than eight (8) consecutive hours.

Section 10.07. Unscheduled tour/s of duty or periods shall be paid in accordance with Article 12.

## **ARTICLE 11 HOLIDAYS**

Section 11.01. The following days shall be designated as paid holidays:

New Years Day	Labor Day
M.L. King Birthday	Veterans Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Easter	Christmas Eve Day
Memorial Day	Christmas Day

Section 11.02. In addition to his regular pay, each Fire Fighter shall receive Holiday pay at the rate of Eighty-Five Dollars (\$85.00) per holiday.

In addition, the shift working the majority of said day shall receive Ninety Dollars (\$90.00) in special pay compensation.

Section 11.03. No Fire Fighter will receive compensation for any Holiday unless he is a member of the Muncie Fire Department on that Holiday. Payment for Holidays, which the firefighter is entitled to, shall be made in two equal pays - the first pay period in June and the first pay period in December.

## **ARTICLE 12 OVERTIME, CALL BACK AND WORKING OUT OF CLASSIFICATION**

Section 12.01. In the event that a need for overtime occurs in the fire department due to serious fires or other emergencies, overtime shall accrue to members of the bargaining unit at a rate of time and one-half (1-1/2) their regular rate of pay, for a minimum of three (3) hours. All overtime shall be distributed and rotated equally among fire suppression personnel by seniority, with the shift who is on their four days off being first called. The employer agrees to maintain records showing name of employee, time called, time of arrival and time of dismissal, listed according to shift and seniority. Said overtime shall be mandatory upon receipt of call. In addition, any fire fighter who is on vacation or on a personal day shall be the last person(s) called. The regular rate of pay for this section shall be determined as set forth in Article 49.

Section 12.02. In the event it becomes necessary to hold over an employee due to an emergency or shortage of manpower, said employee shall be paid at the rate of time and one-half (1-1/2) their regular rate of pay. This hold over shall not include shift change time between 7:00 a.m., and 8:00 a.m. on any calendar day because of the personnel assignments, which must be handled by the Battalion Chiefs in charge. No fire fighter shall be required to work overtime, be called back and/or work out of classification unless authorized by the Chief and/or his designee i.e. (Deputy Chief, Battalion Chief, etc.) In addition, if it becomes necessary to call fire fighters from their off duty time into fire department related work for any reason authorized by the Chief and/or his designee, fire fighters shall be paid overtime. The regular rate of pay for this section shall be determined as set forth in Article 50.

Section 12.03. In the event it becomes necessary to make temporary assignments for the purpose of filling a vacancy, the procedure shall be: Any Fire Fighter working in a higher classification shall be paid at the higher rate of pay for that job classification, provided the temporary assignments have had prior authorization from the Deputy Chief or Chief. The formula for the specialty rate shall be as follows:

(a) For a Fire Fighter scheduled to work 216 hours during the work period, .0767 shall be multiplied by the higher specialty pay, the product of which is divided by 216. The quotient equals the additional amount to be added to the firefighter's regular rate as determined in section (4), below, for each hour the firefighter worked in the higher classification.

(b) For a Fire Fighter scheduled to work 240 hours during the work period, .0767 shall be multiplied by the higher specialty pay, the product of which is divided by 240. The quotient equals the additional amount to be added to the Fire Fighter's regular rate as determined in section (4), below, for each hour the Fire Fighter worked in the higher classification.

Section 12.04. All fire suppression personnel in accordance with Article 10 sec. (4) shall receive cash overtime. There shall be no compensatory time off in lieu of cash overtime.

The formula for determining the regular rate for overtime compensation accruing in accordance with Article 10 Section. (1) shall be as follows:

(a) Fire Fighters scheduled to work 216 hours during the work period, hours worked in excess of 212 but less than 216 hours during the work period, shall be paid at the rate of one-half (1/2) times their regular rate of pay. Hours worked in excess of 216 hours shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay. This overtime is in addition to the Fire Fighter's regular pay.

The formula for determining a Fire Fighter's rate of pay for a 216 hour work period shall be as follows:

28 divided by 365 = .0767, total annual salary remuneration (base salary, longevity, special pay) multiplied by .0767, the product of which, divided by 216 = their regular rate of pay for the work period.

(b) Fire Fighters scheduled to work 240 hours during the work period, hours worked in excess of 212 but less than 240 shall be paid at the rate of one-half (1/2) times their regular rate of pay. Hours worked in excess of 240 shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay. The formula for determining a Fire Fighter's rate of pay for a 240 hour work period shall be as follows:

28 divided by 365 = .0767, total annual salary remuneration (base salary, longevity, special pay) multiplied by .0767, the product of which is divided by 240 = the regular rate of pay.

(c) In the event a Fire Fighter works any over time hours in a work period in a higher specialty pay due to a temporary assignment, the Fire Fighter's regular rate calculated in accordance with Section (4) shall be increased by the additional hourly premium determined in accordance with Section (3), above for only those hours for which the Fire Fighter actually worked in the higher classification when determining the overtime compensation for that work period.

Section 12.05. Department of Labor regulations shall be followed for issues not specifically covered in this article or in regards to calculating regular rate for overtime compensation.

Section 12.06. This provision shall not apply to men working out of classification as a consequence of Union business as provided by Article 9 or and exchange in work time as provided by Article 14 herein.

Section 12.07. All overtime, call back and working out of classification pay shall be paid on Firefighters next scheduled pay check.

## **ARTICLE 13 PHYSICAL EXAMINATION**

### Section 13.01.

All Fire Fighters shall be examined annually, by one of the City's physicians or designee at the City's expense. If firefighter takes required physical on day off that firefighter shall receive three (3) hours overtime. The overtime shall be paid as close to the pay period that the firefighter took physical as possible

Section 13.02. The physical examination shall be the special "INDUSTRIAL" or OSHA required physical program. In addition to the medical, social, family history, and exam, each individual shall have laboratory studies to include but not limited to the following:

- (a) Complete blood count
- (b) Chemistry 21 profile
- (c) HDL cholesterol
- (d) Urinalysis
- (e) Pulmonary function
- (f) Resting ECG, Treadmill fitness test with ECG and blood pressure monitoring
- (g) Skin fold measurements with an estimation of total body fat
- (h) Visual testing to include color vision, stereopsis, fusion, horizontal field vision (grossly) and visual acuity (corrected if glasses are worn)
- (i) Hearing
- (j) PSA

Section 13.03. The physical examination shall be confidential. The report shall remain in the Fire Fighter's personal physician. Information made available to the CITY shall be as follows: fit for duty; fit for duty with necessary work restrictions and appropriate accommodations if necessary.

## **ARTICLE 14 EXCHANGE OF WORK TIME**

Section 14.01. Exchange of work time is a benefit, designed to allow Fire Fighters time off when other means are unavailable. In addition to discipline, a Fire Fighter's exchange of work time privileges may be suspended or revoked if exchanges of work time procedures are violated more than once. Fire Fighters may exchange work time for one another when the exchange is in accordance with the Fair Labor Standards Act of 1938, as amended ("FLSA") and the published regulations of the U.S. Department of Labor Wage and Hour Division. A Fire Fighter shall have the right to engage in such exchanges or substitutions.

Section 14.02. Any exchange of work time must be:

- (a) Voluntarily agreed to solely by the Fire Fighters involved; and

(b) Approved by their Lieutenant and/or their Captain and/or their Battalion Chief and/or Deputy Chief of Department and/or Chief of Department, provided the Fire Fighter with whom the exchange is made is deemed qualified to perform the duties to be exchanged, and such an exchange does not effect the safe and efficient operation of the Department.

Section 14.03. The ranking officer approving the exchange of work time shall make the determination of whether the Fire Fighter is qualified to perform the duties to be exchanged. No Fire Fighter shall receive additional compensation for working out of classification.

Section 14.04. Exchange of Work Time of six (6) hours or more must be approved by the Fire Fighter's immediate officer and entered into by written agreement. Emergency notice with a follow up written agreement will be accepted at the immediate officer's discretion. Any Fire Fighter exchanging less than six (6) hours still must have the approval of his or her immediate officer.

Section 14.05. A Fire Fighter may only work one (1) Exchange of Work Time per day. In addition, a Fire Fighter may not work more than three (3) consecutive calendar days, including regular, exchange of work time, or minimum staffing days. In addition, all Administrative Personnel (eight (8) hour shift employees) are exempt from the three (3) consecutive calendar day agreement.

Section 14.06. Suppression personnel shall be allowed to trade time up to six hours for the period he or she is on call back (overtime), with the approval of his or her immediate officer.

## **ARTICLE 15 OFF DAY EMPLOYMENT**

Fire Fighter's off day employment shall not be interfered with so long as it is honorable, honest work, and so long as it does not conflict with the policies or general order of the DEPARTMENT.

## **ARTICLE 16 CLOTHING ALLOWANCE**

Section 16.01. Clothing allowance compensation shall be One Thousand Five Hundred Dollars (\$1,500.00). Compensation shall be as follows: First pay period in June, Five Hundred Dollars (\$500.00); First pay period in December, One Thousand Dollars (\$1,000.00).

No Fire Fighter shall be eligible for clothing allowance until they have served one (1) full year on the DEPARTMENT. If Fire Fighter is employed during the course of a calendar year his clothing allowance for next year will be prorated.

Section 16.02. The CITY shall provide all first year Fire Fighter's clothing and equipment. The clothing and equipment shall be as determined by the Merit Commission; at the time of execution of this agreement, such clothing and equipment consists of:

- 1 Helmet complete
- 1 Bunker coat
- 1 Night pants complete
- 1 Night boot complete with steel insole
- 3 pairs of pants

- 3 Shirts (choice of long or short sleeves)
- 1 Fall coat
- 1 Winter hat
- 1 Belt
- 1 Dress uniform complete
- 1 Pair shoes
- 6 Shirt and coat patches
- 1 Long neck Nomex hood similar to P.G.I. Cobra
- 1 C.P.R. pocket mask
- 3 Blue Tees
- 1 Pair Sweat pants
- 1 Pair Sweat shorts
- 1 Sweat Shirt
- Badges: cap badge, coat badge, shirt badge and nametag badge

Section 16.03. All Fire Fighter's clothing and equipment provided by the City shall be of at least the standards and quality as exists at the time of execution of this agreement or of such other standard and quality as may be agreed upon by the Occupational Health and Safety Committee (see Article 27) and the Fire Chief. Any change in Fire Fighter's clothing equipment which is not mandated by State or Federal regulation or, shall be furnished or paid for by the City of Muncie.

Section 16.04. The City shall replace turnout gear for all personnel as items are damaged, destroyed, in a single incident. Turnout gear that must be replaced due to normal wear and tear is the responsibility of each fire fighter. The Safety Committee shall make recommendations to the Chief who shall determine the need for replacement of damaged, destroyed or unserviceable turnout gear.

Section 16.05. Turnout gear will include at least:

- 1 bunker coat with liner
- 1 bunker pants with liner
- 1 Nomex hood
- 1 pair of boots
- 1 helmet

## **ARTICLE 17 VACATIONS**

Section 17.01. The amount of each Fire Fighter's annual vacation shall be on the basis of the following:

(a) Except for Inspectors, the amount of a Fire Fighter's annual vacation shall be by seniority on the following basis:

- Days for partial year earned at ½ day per full month worked:
  - 1 year to 10 years seniority
    - 6 working days off
  - 10 years to 15 years seniority
    - 9 working days off
  - 15 years or more seniority

12 working days off

(b) For Inspectors, the amount of annual vacation shall be by seniority on the following basis:

5 years to 10 years seniority  
18 working days off  
10 years to 15 years seniority  
27 working days off  
15 years or more seniority  
36 working days off

Notwithstanding anything in this agreement to the contrary, no more than two (2) Inspectors shall be off at any vacation period.

Section 17.02. Any Fire Fighter who became a member of the DEPARTMENT prior to December 31st of any calendar year shall be eligible to draw for vacations that year. Subsequent qualifying brackets shall be determined by the year in which the Fire Fighter attains his tenth and fifteenth years of seniority with DEPARTMENT.

Section 17.03. Vacation Draw. Vacation draws shall be determined in order of departmental seniority, by turn providing no member shall be able to draw more than six (6) consecutive working days on the first round. The following draw shall be for no more than three (3) working days per draw. The only exception to the requirement shall be at the end of a Fire Fighter's tenure with the DEPARTMENT, at which time he may elect to take all vacation, and accumulated time prior to retirement from DEPARTMENT. Four (4) firefighters shall be allowed off at any given vacation period per turn.

The drawing for vacations shall be completed on or before the end of December. Any member requesting a vacation slot from January 1st until vacation draws are completed shall be given said slot. This request shall be counted as member's last choice on seniority based vacation draws.

Procedure for drawing of vacation shall be as follows:

On the first round each Fire Fighter by seniority and by turn shall draw for six (6) working days of his choice, either six (6) consecutive working days or two (2) three (3) working day cycle. Probationary Fire Fighters are not permitted to draw for vacation during the first round. Probationary Fire Fighters will draw for vacation at the end of the second round.

The second round by seniority and by turn shall be for three (3) consecutive working days only.

The third round by seniority and by turn shall be for three (3) consecutive working days only.

One (1) Union Representative per turn, selected by the Executive Board of UNION shall be present during any vacation draws made by DEPARTMENT. Each Fire Station and each turn shall be furnished with a vacation schedule by brackets along with a seniority list by turns, upon each vacation draw, by seniority, the Officer in charge of each station shall be notified and shall

fill in said draw in appropriate bracket along with which draw, 1st, 2nd, or 3rd this Fire Fighter is drawing in.

Section 17.04. Vacation days must be taken during the calendar year after the seniority date on which they become available for use. For example, if a Fire Fighter is hired on March 11, 1992, he completes Ten (10) years of seniority on March 11, 2002. The Fire Fighter has Nine (9) working days of vacation available beginning January 1, 2002, thru December 31, 2002. Fire Fighters are encouraged to take the vacation days, which become available to them. Vacation days may not be accumulated from calendar year to calendar year. Vacation days, which are not taken during the calendar year after the seniority date they become available for use, are lost. A Fire Fighter is not entitled to receive the cash equivalence of any such lost vacation days.

Section 17.05. Fire Fighter requesting advance vacation pay shall request on personnel information form. Request shall be made two weeks in advance.

Section 17.06. If a holiday is observed during a Fire Fighter's approved vacation, the holiday will be paid as a holiday and the day will also be paid as a vacation day.

The only exception to this shall be if member is transferred to a different shift after said member has drawn for vacation period. In this case, members shall be given a vacation period as close as possible to his original draw.

## **ARTICLE 18 EXTRA VACATION TIME UPON RETIREMENT**

Section 18.01. The CITY shall allow fifteen (15) calendar days at twenty (20) years of service, twenty-five (25) calendar days at twenty-five (25) years of service, or thirty-five (35) calendar days at thirty-two (32) years of service with pay for any Fire Fighter(s) who complete enough years of service to comply with State Pension Laws and elects to retire from active service. This is an additional retirement vacation. In addition, a Fire Fighter may accrue 2 calendar days per year for perfect attendance during said year, to include authorized leave.

Section 18.02. A Fire Fighter shall have the option to not use those personal days that they accrued towards retirement. If Fire Fighter so chooses, the City shall pay said Fire Fighter for those days at the rate of 1/365th of Fire Fighter's base pay and special pay. That pay shall be a part of the Fire Fighter's final pay period for active duty upon retirement.

## **ARTICLE 19 A PERSONAL DAY**

Section 19.01. Each Fire Fighter shall receive four (4) personal days off duty with pay. Each day shall be at the Fire Fighter's choice with the approval of the Battalion Chief in charge. If Fire Fighter is required to work his personal day he shall receive compensation at overtime rate.

Section 19.02. Each Fire Fighter will contact Battalion Chief and express his wish for his personal day. Battalion Chief shall keep records of personal days with first Fire Fighter contacting Battalion Chief to receive his requested day.

Section 19.03. Any member requesting a personal day or days from January 2 through the beginning of the first round drawing for vacations shall do so in accordance with Sec. (1) and

Sec. (2). The calendar year for personal day draw shall be January 2 through January 1. During vacation draws any member who request personal days for the remainder of the year shall receive them in accordance with seniority on the Fire Department. Round one of vacation draw/All firefighters can request one (1) or two (2) personal days when they request their vacation dates. Round two and three of vacation draws/All firefighters can request one (1) more personal day per round. The complete seniority list will be called in reference to personal days, even if a firefighter is not entitled to a vacation draw that round. Any remaining days not taken will be given on a first come basis - (Sec. 2).

Section 19.04. In addition, any Fire Fighter who does not wish to take all of their allowed personal days in a given year, may choose to bank them towards extra vacation time upon retirement as follows:

(a) A Fire Fighter may bank five (5) or less personal days in addition to and in accordance with Article 18.

(b) A Fire Fighter shall have the option to not use those personal days that they accrued towards retirement. If Fire Fighter so chooses, the City shall pay said Fire Fighter for those days at the rate of 1/365th of Fire Fighter's base pay and special pay. That pay shall be a part of the Fire Fighter's final pay period for active duty upon retirement.

(c) Probationary Fire Fighters with less than one year will earn Personal Days at (1) one day per full (3 ) three months worked in Calendar Year Hired.

## **ARTICLE 20 SPECIAL PAY**

Section 20.01. The City shall pay specialty rates as follows:

a)	Sergeant	\$1,550.00
b)	Lieutenant	\$3,240.00
c)	Line Captain	\$4,400.00
d)	Battalion Chief	\$6,000.00
e)	Layout Technician*	\$4,400.00
f)	Maintenance Technician	\$4,400.00
g)	S.C.B.A. Technician	\$ 700.00
h)	Inspector	\$3,240.00
i)	Training Officer	\$4,400.00
j)	Chief Arson Investigator	\$6,000.00
k)	Chief Inspector	\$6,000.00
l)	First Responder	\$ 750.00
m)	Confined Space Rescue Certified	\$ 150.00
n)	High & Low Angle Rope Rescue Certified	\$ 150.00
o)	Swift Water Rescue Certified	\$ 150.00
p)	Associate Degree in Applied Fire Sciences	\$ 500.00
q)	Certified Primary Instructor	\$1,000.00
r)	EMS Tech (not to exceed 1 per shift)	\$ 500.00
s)	Team Leaders (of m, n, and o, above)	\$ 150.00

Specialty pay for First Responder shall begin January 3, 2003 for all fire department personnel with the exception of the Chief and Deputy Chief.

Confined Space Rescue, High & Low Angle Rescue or Swift Water Rescue specialty pay shall begin when assigned to a specialty team by the Chief.

Specialty pay for an Associate Degree in Applied Fire Sciences shall begin upon providing a copy of said degree to the Chief.

**ARTICLE 21 BASE PAY**

(1) The City of Muncie agrees to pay the following as base pay for a fire fighter:

2013	\$41,970.80
2014	\$41,970.80

Base pay for 2014 shall be negotiated no later than August 2013

In addition, the City agrees to pay a probationary Fire Fighter (\$1,500.00) per year less than that of a non-probationary Fire Fighter.

(2) Starting January 4, 2013 and every fourteen (14) days thereafter, the City shall pay each Fire Fighter an amount equal to 1/26 of the calendar year total compensation (compensation shall be Base Pay, Longevity, & Special Pay.)

(3) It shall be the responsibility of the City of Muncie to make payroll checks available prior to 3:00 p.m. on appropriate pay day. Firemen scheduled off duty for a weekend shall be allowed to pick up payroll checks on the Thursday preceding regular Friday disbursement.

**ARTICLE 22 LONGEVITY**

Section 22.01. The city will pay longevity as follows:

Length of Service	Longevity Amount
0-4 Years	\$ 00.00
5-9 Years	\$ 900.00
10-14 Years	\$1,500.00
15-19 Years	\$1,900.00
20 Years and Greater	\$2,300.00

**ARTICLE 23 HOSPITALIZATION, DENTAL, VISION, MEDICAL AND PRESCRIPTION INSURANCE**

Section 23.01. Employees shall have the choice between three insurance plans: Plan A, Plan B and Plan C. Employees may change plans prior to the start of each plan year during the enrollment period. The City shall pay the full amount of the cost of health insurance including the premium for any gap benefit, less the Employee contributions for single, employee plus 1 and family coverage based upon a flat rate as follows:

	<u>Plan A</u>	<u>Plan B</u>	<u>Plan C</u>
Single	\$21.01	\$26.10	\$54.30
EE +1	\$42.02	\$52.20	\$108.59
Family	\$72.16	\$92.39	\$233.14

In the event a husband and wife are employed by the City, they may select only one plan. The City may discontinue Plan C prior to the start of any plan year beginning with the 2008 plan year, if less than 10% of the active fire fighters are enrolled in Plan C at the close of the enrollment period for the applicable plan year. Plan benefit options are attached hereto as Exhibit B. Employees hired on or after January 1, 2006 may select only Plan A or Plan B.

Section 23.02. In the event a Fire Fighter shall die while an active member of the Muncie Fire Department, his/her spouse and/or their child/children shall receive said insurance at the rate of a retired Fighter (ARTICLE 24). In the event the spouse should remarry or decline insurance coverage within 90 (NINETY) calendar days of the death, then they would no longer qualify for said insurance. In the event the dependent child/children should marry, no longer be enrolled in school, cease to reside with parent, become capable of self support, reach the age of 24, they shall no longer qualify for said insurance. Insurance shall continue to be available if said child or children are mentally or physically disabled.

Section 23.03. Right to Change Insurance Carriers. The City reserves the right to change or provide alternative insurance carriers, health maintenance organizations, preferred provider option, or self insure as it deems appropriate for any form of insurance referred to in this Article. Any change to benefit levels with regard to the summary plan description must be agreed to by both parties. The Fire Chief or his designee will notify the Union President at least thirty (30) calendar days in advance of a change in insurance carriers or insurance provided for under this Agreement. The Union President or his designee shall notify the Fire Chief at least thirty (30) calendar days in advance to request a change in insurance carriers or insurance provided for under this Agreement.

Section 23.04. Cost Containment. The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains the same as the basic benefit level of the insurance coverage provided in this Agreement. Such changes may include, but not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on week-end admissions except in emergency situations, mandatory out-patient elective surgery for certain designated surgical procedures, and voluntary wellness or physical fitness programs.

Section 23.05. Should either the State or Federal Government pass legislation mandating all employers to participate in a National or Statewide health care plan, it is agreed to by both parties to this Agreement that coverage for Employees health care that was negotiated into this Agreement prior to the passage of such State or Federal Law, shall continue to be a part of this Agreement unless to do so would be violative of federal or state law.

Section 23.06. Insurance Committee. The City and the Union (ideally this would apply to all Unions representing City employees) will meet quarterly in a Joint Health Insurance Committee to study ways to achieve cost savings in the present hospitalization, dental, vision, medical and prescription insurance programs, and to effectively implement such programs that might be agreed upon. The Joint Committee will consist of three (3) members selected by the members of Local 1348 and three (3) members selected by the City. Any such cost savings will be implemented in a manner consistent with sections (3) and (4) above.

**ARTICLE 24 RETIREE’S INSURANCE**

Section 24.01. A Retired Fire Fighter Under The Age Of 65. A retired Fire Fighter under the age of 65 shall be entitled to participate in the group insurance coverage pursuant to Article 23 of the Agreement. For purposes of Section (2) of this Article 24, “a retired Fire Fighter” is limited to mean only a Fire Fighter,

- (a) Who is a retiree and participating in such coverage on January 1, 1994; or
- (b) Who retires on or after January 1, 1994.
- (c) Who has not yet reached the age of 65
- (d) Who does not qualify for Medicare

A retired Fire Fighter must elect to participate in such coverage within the first thirty (30) calendar days after the date of his or her retirement; a retired Fire Fighter who fails to so elect within said time period thereby forfeits any right to participate in such coverage.

Section 24.02. In order to continue to participate in the health insurance program, retirees may elect be a member in good standing with the UNION, or in the alternative.

If a retired Fire Fighter elects to participate in such coverage in accordance with this Article 24, the Retiree shall have the option of choosing Plan A, Plan B or Plan C unless Plan C is discontinued by the City under Article 23, Section 1. The City shall pay the full amount of the cost of the health insurance less the Retiree’s contribution for single, employee plus 1 or family coverage based upon a percentage of the fully insured equivalent of the annual premium for the plan selected payable on a monthly basis as follows:

	<b><u>Plan A</u></b>	<b><u>Plan B</u></b>	<b><u>Plan C</u></b>
Single	\$48.05	\$59.69	\$86.39
EE +1	\$96.09	\$119.39	\$172.77
Family	\$144.14	\$179.08	\$259.16

The Retiree’s portion of the monthly premium shall be due and payable to the City on a monthly basis. The Retiree may elect to change plans prior to the start of each plan year during the enrollment period limited by the above restrictions.

If a retired Fire Fighter elects not to participate in such coverage in accordance with this Article 24, he shall continue to pay a premium designated by the City towards the cost of such coverage.

Section 24.03. In the event a Fire Fighter shall die while a retiree of the Muncie Fire Department, his/her spouse and/or their child/children shall receive said insurance at the rate of a retired Fire Fighter. In the event the spouse should remarry, or decline insurance coverage within 90 (NINETY) calendar days of the death, then they would no longer qualify for said insurance. In the event the dependent child/children should marry, no longer be enrolled in school, cease to reside with parent, become capable of self support, reach the age of 24, they shall no longer qualify for said insurance. Insurance shall continue to be available if said child or children are mentally or physically disabled.

Section 24.04. A retired Fire Fighter who has reached the age of 65. For purposes of Section (4) of this Article, “a retired Fire Fighter” is limited to mean only a Fire Fighter,

- (a) Who is a retiree and participating in such coverage on January 1, 1994; or
- (b) Who retires on or after January 1, 1994; and
- (c) Who has reached the age of 65; and
- (d) Who qualifies for Medicare

The CITY agrees to pay all costs involved to retiree and/or spouse for Supplement F less (-) \$25.00 (twenty-five dollars) per month. The retiree and spouse are responsible for any and all costs associated with Medicare Part B. A retired Fire Fighter who has reached the age of 65 and who is qualified for and enrolled in the Medicare Part B Program shall be entitled to participate in the group health insurance coverage pursuant to the following. Retiree contributions for group health insurance are listed below and are based upon a monthly payment for the plan selected. Retiree contributions of the monthly premium are as follows:

	<u>Plan C</u>
Single	\$81.55
EE +1	\$138.09
Retired $\geq$ 65 w/ Spouse < 65	\$167.94
Family	\$251.19

A Retiree’s portion of the annual premium shall be due and payable to the City on a monthly basis.

The CITY will also provide the same coverage for Dental, Vision and Prescription as set forth in Article 23.

## **ARTICLE 25 LIFE INSURANCE**

CITY shall pay the full premium for a Thirty Thousand Dollar (\$30,000.00) life insurance policy with accidental death and dismemberment clause for each active Fire Fighter. Effective January 1, 2000, the CITY shall pay a Five thousand (\$5,000.00) Death Benefit to the beneficiary or estate of all retirees of the Muncie Fire Department

## **ARTICLE 26 BULLETIN BOARD SPACE**

CITY agrees to provide appropriate space in each Fire House for UNION to hang a bulletin board for union notices, information, newsletters, etc.

## **ARTICLE 27 JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM**

Section 27.01. It is the desire of the CITY and the UNION to maintain the highest standards of safety and health in the DEPARTMENT in order to eliminate accidents, death, injuries and illness in the fire service.

The Employer and the UNION shall each appoint three (3) members to the Occupational Safety and Health Committee. This committee shall meet at least every ninety (90) calendar days and discuss safety and health conditions.

Safety committee members will be granted time off, without loss of pay, when meeting jointly with management and for any inspection or investigation of safety or health problems in the Muncie Fire Department. Said members shall remain in service while participating in such meetings, inspections or investigations. Said members allowed time off shall not be subject to article 49 (Minimum Manning).

The Employer shall not restrict the safety committee members from any Fire Department facility when investigating health and safety conditions.

Section 27.02. This committee will be guided, but not limited to, the following principles:

- (a) Make immediate and detailed investigation of each accident, death or injury to determine the fundamental cause.
- (b) Develop data to indicate accident sources and injury rates. Develop uniform reporting procedures.
- (c) Inspect Fire Department facilities and apparatus to detect hazardous physical conditions or unsafe work methods, including training procedures.
- (d) Recommend changes or additions to protective equipment, protective apparel, or devices for the elimination of hazards of fire fighting.
- (e) Promote safety and first-aid training for committee members and Fire Fighters.
- (f) Participate in advertising safety and in selling the safety programs to the employees through Department meetings, training, fire prevention week etc.
- (g) Safety of the Muncie Fire Department equipment, personnel, building and grounds are the City's lawful obligation and the foregoing is not to be construed as a delegation of that responsibility.

- (h) The safety committee shall be given a list of any known hazardous materials involved in any hazardous materials incident, a list of the names of any Fire Fighter possibly exposed to the hazardous materials, exposure time, and type of exposure.

Section 27.03. In line with the goals listed in Section 27.02. , above, the committee shall:

- (a) Make periodic inspections of Fire Department facilities and apparatus, protective equipment and protective apparel or devices, not less than every one hundred twenty (120) days.
- (b) Make recommendations for the correction of unsafe or harmful work conditions. AU recommendations shall include a target date for abatement of hazardous conditions.
- (c) Review and analyze all reports of accidents and illness, investigate cause and recommend rules and procedures for the promotion of health and safety of Fire Fighters.
- (d) Make recommendations concerning the care and treatment of injured Fire Fighter so that a standardized medical protocol can be initiated with medical facilities that are designated to treat Fire Fighters on an emergency basis.
- (e) Mandate the use and provisions of Coast Guard-approved life preservers in all hazardous water-related activities.
- (f) Keep minutes of all joint Committee meetings. A written report shall be prepared for review at the next committee meeting. A record shall be kept of accidents, injuries and illnesses, which shall be maintained by the Fire Department. Copies of all records and reports, including all reports required by the Indiana Department of Labor, under the Occupational Health and Safety Act of 1970, shall be made available upon request for the safety committee membership.
- (g) The Joint Occupational Safety and Health Committee is advisory only. The Fire Chief may accept, reject or modify, in whole or in part, any recommendation made by the committee. This Article 27 is not subject to the grievance and arbitration procedure.

## **ARTICLE 28 GRIEVANCE PROCEDURE**

Section 28.01. Should any member feel aggrieved concerning the interpretation of this agreement, adjustment may be sought as follows:

**Step 1:** The aggrieved member shall submit his grievance in writing to the Union Grievance Committee. The grievance must be signed by the aggrieved member and be submitted within ten (10) calendar days after the aggrieved member becomes aware or should have become aware of the occurrence of the event or circumstances giving rise to the grievance. Within five (5) calendar days following submission of the grievance, the Union Grievance Committee shall determine whether it believes the grievance does or does not have merit. If, in the opinion of the Union Grievance Committee, the grievance does not have merit, no further action is necessary.

**Step 2:** If the Union Grievance Committee believes the grievance does have merit, the grievance may be presented at Step 2. The grievance shall be presented by the Union Grievance Committee submitting the grievance in writing to the office of the Chief of the Fire Department

within ten (10) calendar days from the date the grievance was submitted to the Union Grievance Committee by the aggrieved member. The Chief of the Fire Department, or his designee, shall answer the grievance in writing within five (5) calendar days following the date of submission of the grievance to the office of the Chief of the Fire Department.

**Step 3:** If the grievance is not settled at Step 2, the grievance may be presented at Step 3. The grievance shall be presented by the Union Grievance Committee submitting the grievance in writing to the office of the MAYOR/ or his designee within ten (10) calendar days from the date of the written Step 2 answer. Step 3 shall be heard by MAYOR/or his designee. The MAYOR/or his designee shall arrange for a meeting to receive and hear evidence concerning the grievance, the meeting shall occur within fifteen (15)calendar days after receipt of the written grievance by the office of the MAYOR/ or his designee. The Aggrieved member, his Union representative, witnesses, the Chief of the Fire Department, and any other persons allowed by the MAYOR/or his designee shall be entitled to attend said meeting. The MAYOR/or his designee shall not be bound by the rules of evidence prevailing in the courts. The MAYOR/or his designee final determination shall be rendered in writing within Ten (10) calendar days after the meeting date. Copies shall be sent to the Mayor of the City of Muncie, the Chief of the Fire Department, the Union Grievance Committee, and the aggrieved member.

All time limits specified in this Article 28 may be extended solely by written agreement of the Chief of the Fire Department and the Union. Failure of the aggrieved member or Union Grievance Committee to submit or appeal a grievance within any of such time periods shall constitute a bar to further action on the grievance. Failure on the part of the City to answer at Step 2 or Step 3 shall not be deemed acquiescence thereto, but the Union may proceed to the following step.

**Step 4:** If the grievance is not settled at step 3, the Union Grievance Committee may appeal the grievance to arbitration within thirty (30) calendar days after the Step 3 Answer. Resolution shall then occur pursuant to Article 45 of this agreement.

This grievance procedure shall be limited to matters not otherwise covered by Merit Commission law. This grievance procedure shall not preclude the aggrieved employee's right to initiate civil action.

## **ARTICLE 29 NEGOTIATIONS**

After an Agreement has been reached between UNION and CITY'S negotiations committee pertaining to wages, working conditions and fringe benefits, CITY will not thereafter alter or change such agreement in presenting it to City Council. UNION'S negotiations committee shall not thereafter alter or change such agreement when submitting it to the membership for ratification.

## **ARTICLE 30 PREVAILING RIGHTS**

All rights, privileges, past practices and working conditions enjoyed by the Fire Fighters at the present time, which are not included in this agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed upon the mutual consent of the Chief and the UNION.

## **ARTICLE 31 MEETINGS**

The UNION may schedule meetings on DEPARTMENT property, insofar as such meetings are not disruptive of the duties of the employees for the efficient operation of the DEPARTMENT.

## **ARTICLE 32 OTHER AGREEMENTS AND ORGANIZATIONS**

Section 32.01. Other Agreements. The CITY shall not enter into any Agreements with employees covered by this Agreement individually or collectively or with any other organization seeking to represent such employees which in any way conflict with the provisions hereof.

Section 32.02. Other Organizations. Employees may belong to other organizations, by such other organizations may not represent any employee with respect to wages, hours, or conditions of employment, or in derogation of the exclusive bargaining agency of this UNION.

## **ARTICLE 33 IMPASSE PROCEDURE**

In the event that the parties are unable to develop a collective bargaining agreement either party may declare that an impasse has been reached and request mediation in accordance with FIRE FIGHTER'S COLLECTIVE BARGAINING ORDINANCE # 4-92.

## **ARTICLE 34 HOLIDAY ROUTINE**

Section 34.01. There shall be a holiday routine observed on the days listed in this contract as holidays, the days City Hall is closed and Saturdays and Sundays.

Section 34.01. With the exception of emergencies, the holiday routine shall be limited to the daily routine (excluding training) and light housekeeping.

Section 34.01. On Saturdays and/or Sundays, any work normally done that could not be done during the week due to bad weather or other conditions shall be deemed an emergency.

## **ARTICLE 35 WITHIN JOB CLASSIFICATION TRANSFERS**

Any member covered by this agreement may request a transfer within member's classification. Requests will be granted based on the following conditions:

- a. If officers on both turns and/or stations agree;
- b. If it is mutually agreed changed between members;
- c. If it is consistent with the efficient operation of the Fire Department.
- d. All within job classification transfers must be approved by the Chief of department.

## **ARTICLE 36 MAINTENANCE OF CONDITIONS. SENIORITY AND UNILATERAL CHANGES PROHIBITED**

Section 36.01. Maintenance of Conditions. The manpower levels of 110 shall be maintained during the life of the agreement unless mutually agreed by the parties. If annexation occurs during

the life of this agreement, the City and the Union shall meet to discuss increasing the authorized manpower levels in accordance with the most current annexation study

Whenever a member of the department leaves through retirement, permanent disability, death, voluntarily quits or dismissal, the Fire Chief shall within Thirty (30) days request that the Merit Commission appoint a Fire Fighter to fill such vacancy from an existing legal hiring list.

For the safety of the citizens of Muncie as well as the safety of the members of the Muncie Fire Department any truck placed in service shall have a minimum of three (3) paid full time suppression personnel.

Section 36.02. There shall be no lay-off of any Fire Fighters which reduces the Department's authorized manpower level below the level contained in this Agreement, except as stated in paragraph below.

Section 36.03. In the event of an economic emergency, unrelated to any failure to fully fund, all compensation and benefit items in this Collective Bargaining Agreement by appropriation as required by Ordinance, and/or where such economic emergency is not caused by a transfer of the funds to other projects, or for other financial obligations, the City may reduce the number of Fire Fighters as described in the following procedures:

(a) CITY shall give the UNION at least thirty (30) calendar days prior written notice, signed by the Mayor (or designee), of the reduction. Such notice shall state the reasons for such reduction, estimated amount of time for reduction and number of reductions. Such notice shall be either personally given to UNION'S President or mailed to the UNION at the following address:

President Local 1348, International Association of Fire Fighters, AFL-CIO, 418 E. Main Street Muncie, Indiana, 47305.

(b) Following the giving of such notice and at least fifteen (15) calendar days prior to the time of the proposed reduction, CITY'S Mayor or his/her designee, President of the Common Council or his/her designee, Chief of Department and UNION'S President shall meet and openly discuss the proposed reduction and explore all possible ways to avoid the reduction.

(c) If, following such a meeting, the CITY has met the requirements outlined above and continues to deem it necessary to reduce the number of paid members of the department; such reduction shall be on the basis of reverse seniority, starting with the last senior fire fighter and going up the seniority ladder. Recall of fire fighters who are on layoff shall be on the basis of seniority, starting with the most senior first.

Section 36.04. Seniority. For the purposes of this Agreement, seniority for a Fire Fighter is defined as the Fire Fighter's length of continuous service with the department since his date of last appointment to the department. Seniority for a Fire Fighter shall continue to accrue while he or she is on lay-off. In the event two or more Fire Fighters have the same date of appointment, the senior Fire Fighter shall be the Fire Fighter who ranked highest on the Merit Commission's eligibility list for appointment to the Fire Department.

Section 36.05. Unilateral Changes Prohibited. Neither the CITY nor the UNION shall make unilateral changes in wages, hours and condition of employment contrary to this agreement.

### **ARTICLE 37 RELIEF OF FIRE-EXTREME WEATHER**

It shall be the policy of the Fire Department to try to provide relief at any alarm, which exceeds two (2) hours, and at any other alarm, which because of its nature or because of extreme weather conditions dictates such relief. Relief period shall not exceed one (1) hour and is to be used for personal needs and to prepare equipment for response to subsequent alarms.

Employees will not be required to perform non-emergency duties outdoors when elements are of extreme conditions. Extreme conditions represent temperatures equal to or below 32 degrees and equal to or above 90 degrees. In addition, such duties will not be performed under conditions of rain, snow or extreme winds. This Article shall not be construed to apply to situations where, in the judgment of the Chief of DEPARTMENT or his/her designee, action is necessary to remove ice or snow from station property.

Further, indoor non-emergency duties will not be required when the extreme temperature conditions are present and there is an absence of indoor controlled temperature (i.e., air conditioning and heating).

### **ARTICLE 38 CONTRACTING OUT**

The employer shall not contract out bargaining unit work beyond that which is currently contracted out.

### **ARTICLE 39 MEDICAL PERSONNEL AT FIRE SCENE**

The employer agrees that an ambulance with trained medical personnel and life support equipment shall be present at the scene of all emergencies or fires where supply lines are laid. The employer and UNION agree that it is the duty of the Delaware County Emergency Medical Service to respond to such emergencies and fires. The employer agrees that in the event Delaware County Emergency Medical Service no longer provides this service, the employer shall provide for said service.

### **ARTICLE 40 EMPLOYEE STATUS**

Section 40.01. On January 1 of each year, the employer shall submit written notice to the UNION on the name, job title, company, station and seniority of all UNION employees.

Section 40.02. The employer shall submit notice to the UNION on a personnel information form, of actions affecting employees as follows:

- (a) Appointment of new employees
- (b) Promotion
- (c) Transfer
- (d) Suspension

- (e) Termination by type (retirement, disability, voluntary, with cause)
- (f) Authorized leave of absence with or without pay for one (1) month or more

Section 40.03. The Employer shall maintain and post annually a current seniority list. This list shall be used whenever called for by specific articles and sections of this Agreement and in such other cases as may be agreed upon by the Employer and the UNION.

Section 40.04. The Employer shall maintain a catalogue of the mutually agreed upon descriptions of positions within the bargaining unit and forward copies within a reasonable period of time to the UNION upon their request.

#### **ARTICLE 41 RULES AND REGULATIONS - UNION AND MANAGEMENT**

Section 41.01. The UNION agrees that its members shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance. The Employer agrees that departmental rules and regulations, which affect working conditions and performance, shall be subject to the grievance procedure.

Section 41.02. The Employer shall name three (3) representatives including the Fire Chief and/or the Deputy Fire Chief, and the UNION shall name three (3) representatives to set as a committee to establish an ongoing Union Management dialogue concerning appropriate matters. Committee shall meet on a monthly basis.

Section 41.03. The UNION shall acknowledge that it is the function of the employer to establish, enforce and amend from time to time Rules and Regulations. No later than January 31, 2006, the City shall provide each member of the MFD with a current copy of the Department's Standard Operating Procedures, Rules and Regulations (including all standing orders, general orders and special orders) and Job Descriptions. Any new SOP's, rules and regulations (including all standing orders, special orders and general orders), or job descriptions shall be supplied to all members within ten (10) working days. The Employer also agrees that this function shall be exercised in a manner consistent with the terms of this Agreement and subject always to the rights of the Fire Fighters and/or the Association to lodge a grievance as provided in this Agreement.

#### **ARTICLE 42 SANITATION, MAINTENANCE AND UPKEEP**

The Employer agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all firehouses. The Employer furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all firehouses.

In addition, the CITY agrees to allot ONE HUNDRED DOLLARS (\$100.00) per man, per station, per year, for Fire Fighter's to maintain a standard of living for items said station deems necessary. Expenditures shall be by majority vote of personnel at said station with the approval of the Fire Chief. Staff personal expenditures shall be by majority vote of said personnel with the approval of the Fire Chief.

## **ARTICLE 43 POLITICAL ACTION COMMITTEE**

CITY shall payroll deduct for any Political Action Committee established by the UNION. Political Action Committee payroll deductions shall be on a voluntary basis. Deductions shall be authorized by use of Personnel Information Form.

## **ARTICLE 44 SAVINGS CLAUSE**

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

## **ARTICLE 45 ARBITRATION**

Section 45.01. Selection of Arbitrator. If the Union makes a timely submission of a grievance to arbitration as stated in Step 4 of the grievance procedure, the Federal Mediation and Conciliation Service shall be requested by either party to submit a panel of five (5) suggested arbitrators. The Union and the City shall select the arbitrator from such list by each alternately removing one (1) name from the list until one (1) name remains. A coin flip shall decide which party strikes the first name. The parties shall bear equally any fees of the Federal Mediation and Conciliation Service required in order to obtain a list of suggested arbitrators.

### Section 45.02. Power of the Arbitrator.

(a) The arbitrator's power is limited to deciding whether the City has violated a specific promise in this agreement. There shall be no right to obtain and no arbitrator shall have any power to award or determine any change in, modification or addition to, or subtract from, any of the terms of this agreement. The arbitrator shall have no power to substitute his discretion for that of the City in any matter in which the City has not expressly contracted away its rights to exercise such discretion (this sentence shall not be interpreted or construed, however, as restricting the power of the arbitrator to fashion the remedy if the City is held to have violated the agreement.)

(b) The arbitrator shall give both parties the opportunity to present evidence and, unless the parties mutually agree to the contrary, the opportunity to argue the grievance orally and in writing. Either party may make a tape recording of the arbitration hearing at its own expense. If either the aggrieved employee or the Union fails to appear and present its case at the arbitration hearing before the arbitrator selected in accordance with this agreement, they shall be deemed to have waived the case and the arbitrator shall enter his/her decision against them; if the City fails to appear and present its case at the arbitration hearing before the arbitrator selected in accordance with this agreement, the City shall be deemed to have waived the case and the arbitrator shall enter his/her decision against it.

(c) In the event an arbitrator awards back pay (full or partial), such back pay shall be calculated on the basis of the amount of straight-time wages (including shift premium and longevity premium, if applicable) the employee would have earned with the City less any interim earnings, including unemployment compensation and any other governmental payments

that the employee received from any source (other than a previously held "second job") during the period of time for which back pay is being computed.

(d) The arbitrator shall make a written decision and award in accordance with the evidence and the provisions of this agreement. Such a written decision shall be final and binding on the City, the Union, and the aggrieved employee.

(e) The question of whether or not a grievance is subject to arbitration may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. However, the party disagreeing with any decision by the arbitrator as to arbitrability, may proceed to challenge said decision pursuant to formal legal process in a court of competent jurisdiction prior to initiation of the arbitration proceedings.

Section 45.03. Expenses of Arbitration. The expenses for the fee and expenses of the arbitrator and the cost of the hearing room shall be borne equally by the Union and City. The City and the Union shall each pay the fees and expenses of its own representatives and witnesses.

Section 45.04. Merit Commission. This arbitration procedure shall be limited to matters not otherwise covered by Merit Law.

#### **ARTICLE 46 INDEMNIFICATION**

UNION shall indemnify and save harmless the CITY against any and all liability or expense that may arise out of Article 6 or that may arise out of complying with said Article. This indemnification includes, but is not limited to, such matters as all costs of suits, proceedings, claims, court expenses, and reasonable expenses and attorney's fees. Provided, that CITY shall timely notify UNION of any such suit and allow UNION opportunity to specifically defend such suit or participate in the defense thereof.

#### **ARTICLE 47 DURATION OF AGREEMENT**

This agreement shall be effective as of the 1st day of January 2013, and shall remain in full force and effect until the 31st day of December 2014. This agreement shall be in full force and effect until a new agreement is reached between the two parties not to exceed one (1) year after the contract term expires.

#### **ARTICLE 48 COURT LEAVE**

The City shall grant time off without loss of pay to a Fire Fighter if a Fire Fighter is required to appear before a court, judge, justice, magistrate, coroner, or as a plaintiff, defendant, witness or at a deposition provided such court leave is fire department related. Any off duty Fire Fighter required to appear as stated above shall receive monetary compensation at their hourly rate.

## **ARTICLE 49 BASE RATE OF PAY**

Base rate of pay for Fire Suppression Personnel pursuant to Article 12, Sections 1 and 2, shall equal annual salary divided by two thousand eight hundred and eight (2,808) hours (216 hours per work period)

Base rate of pay for Inspectors, Arson Investigator, Mechanics<sup>1</sup>, Training Officer, and Lay Out Technicians<sup>2</sup> equal annual salary divided by two thousand and eighty (2080) hours (40 hours per week).

## **ARTICLE 50 TESTING OF AERIAL DEVICES**

The Employer agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices using I.A.F.F. recommended or equivalent test procedures by and independent testing company other than the original manufacturer prior to the acceptance of a new aerial apparatus, at the request of the Health and Safety Committee, and the Board of Works. Copy of the test results shall be supplied to the Health and Safety Committee.

## **ARTICLE 51 NON FIRE DEPARTMENT RELATED WORK**

No member shall be required to do maintenance (excluding routine maintenance), painting, or unreasonable non-Fire Department related work unless specified in member's job description. DEPARTMENT shall, whenever feasible, consult with the duly designated UNION representative before requiring any member to perform non-Fire Department related work. Whether or not said work is "unreasonable" shall be subject to the grievance procedure.

## **ARTICLE 52 JOB STRESS COUNSELING**

The Employer agrees to provide at no cost to the employee professional counseling services for the employee, their spouse and children to help alleviate problems that may exist due to occupational stress. The counseling sessions shall remain confidential between the employee, the employee's family and the counselor. Information shall be released to the Employer only upon the written consent of the employee.

## **ARTICLE 53 SUCCESSORS/BINDING AGREEMENT**

This Agreement shall be binding upon the successor and assigns of the parties hereto, and no provisions, terms or obligations herein, contained shall be modified, affected, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

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1 Until such time as this position is eliminated through the retirement of employee #037503.

2 Until such time as employee #037710 retires and then this position shall become a suppression position receiving tech pay.

## **ARTICLE 54 TOYS FOR TOTS**

The chairperson for the Fire Fighters Toys for Tots program shall be granted time off for the purpose of taking care of said program. Time off shall be as follows: 7:00 a.m. to 7:00 p.m., November 1st through December 31st if requested. Requested time off shall have no effect on Article 9 of this agreement. Said Fire Fighter shall remain on call for working fires. Said Fire Fighter being allowed time off shall not be subject to Article 49 (Minimum Manning).

## **ARTICLE 55 BILL OF RIGHTS**

Section 55.01. A Union Member shall have the right to Union representation during interviews or questioning for any matter concerning his/her activities related to employment with the Muncie Fire Department as a Fire Fighter for the City and which would be the subject of a disciplinary action.

Section 55.02. A Union member shall be provided legal representation in defense of any job-related civil suits so long as the City is not in an adversarial position in said suit with the Union member.

## **ARTICLE 56 SCHOOL REIMBURSEMENTS**

Section 56.01. School Reimbursements. Any Union member that enrolls in a school and takes a class that is related to their job shall be reimbursed all monies spent for tuition and books upon proof of completion and a passing grade of "C" or better, of such class. (Approved schooling shall be through the Fire Chief).

Section 56.02. Training. Any Union member shall be permitted to attend job related training classes, schools, seminars and academies as approved by the Fire Chief and/or his designee. The City of Muncie shall be responsible for the following for each member attending said training:

- a. Cost of the class and materials.
- b. Reimbursement up to \$25.00 per day, including travel days for classes held outside of Delaware County. Itemized receipts to be turned in.
- c. Cost of lodging. Location to be approved by the Chief and/or the Chief's designee.
- d. Authorized leave for any day that a member is scheduled to work during said training.
- e. Cost of mileage, at the customary rate set by the Internal Revenue Service (currently 36.5 cents per mile), for each member authorized to use his or her personal vehicle as approved by the Chief and/or the Chief's designee when attending classes outside of Delaware County.

At least a "C" average or certificate of completion must be provided to qualify, except in cases deemed exempt by the Chief and/or the Chief's designee. City to be reimbursed if qualifications are not met.

## **ARTICLE 57 DRUG AND ALCOHOL POLICY**

### **Section 57.01. Philosophy And Purpose.**

A. Substance abuse is a concern because of its relationship to and adverse effects upon job performance, productivity, sickness, accidents and injuries in the workplace. The illegal use of drugs or the use of alcohol during working time tends to make the affected employee less productive, less reliable, prone to greater absenteeism and threatens the Muncie Fire Department's ability to function properly. The Department cannot tolerate any use of alcohol or any illegal use of drugs, which might impair the health, and well-being of its employees.

All Department employees have the right to work in a drug-free environment and to work with persons free from the effects of substance abuse.

B. The CITY and IAFF Local No. 1348 agree that the illegal use of drugs and the use of alcohol during working time is prohibited. Further, the parties hereto agree that being under the influence of alcohol or illegal drugs during working time is prohibited.

**Section 57.02. Random Drug Selection Procedure.** The independent drug-testing laboratory shall be responsible for the developing a computer-generated list of employees randomly selected for drug testing. Each employee subject to random drug testing shall have an equal chance of being randomly selected at each selection opportunity, regardless of prior selection status. Each month the laboratory shall provide the Fire Department's designated representative (e.g., Fire Chief) with an official list of 15 randomly selected employees on the business day immediately preceding the first day of drug testing for that month. Upon receipt of the list, the Fire Department's representative shall select the first 10 employees for testing. In the event an employee is on leave for the entire month, then the Fire Department's representative will select the next available person on the list for testing. Employees shall only be required to take this random test while on duty. Each day of testing the Fire Department representative shall notify the Battalion Chief on shift of which Fire Fighter(s) were selected for testing on that specific day. The Battalion Chief shall be responsible for notifying the selected Fire Fighter(s) and assuring that the Fire Fighter(s) report to the testing site. At no time may the Fire Department representative release information about the selected Fire Fighter's identities prior to the date of their random drug test. At the conclusion of each month's drug testing, the Fire Department representative shall provide the President of I.A.F.F. Local 1348 a copy of the official list generated by the laboratory for review. Any violation of the random selection procedure shall invalidate the test(s) in question and preclude the Fire Department's use of any information resulting from such an invalid test(s).

Section 57.03. First Offense Submission To Treatment By The Firefighter.

A. The early recognition and treatment of substance abuse is important for successful rehabilitation, for reduced personal, family and social disruption and operation of the Department. IAFF Local No. 1348 and the CITY shall assist employees in overcoming substance abuse problems; however, the ultimate decision for accepting treatment and help is the employee's responsibility. IAFF Local No. 1348 and the CITY, jointly, have in place an Employee Assistance Program (EAP), which shall assist in meeting the employee's needs. This is a voluntary, confidential service between the employee and the EAP counselor and shall not be shared with the employer for discipline purposes, nor shall the report of any discussions become part of the employee's personnel file, except as otherwise provided in (2)B., below and provided the firefighter completes the program.

B. Failure to Successfully Complete Program. In the event a firefighter fails to successfully complete a professional substance abuse treatment program, the EAP counselor shall notify the Chief. Participation in the substance abuse treatment program or the failure to complete such program shall not be reflected in the employee's personnel file.

C. Positive Random or Reasonable Suspicion Drug Testing (Employment and Program Options)

In the event a firefighter tests positive ("positive" for purposes of this subparagraph C. to be defined as testing positive for drugs pursuant to the second confirmatory test), he or she shall have the following options:

1. Voluntarily quit employment with the CITY;
2. Retire;
3. Enter substance abuse treatment program; or
4. Face discipline and/or termination from employment.

It is understood and agreed that in the event the firefighter who has randomly tested positive for drugs or alcohol based on reasonable suspicion, and does not complete the program, he or she only have options 1, 2 and 4 above. In the event the firefighter successfully completes the program, no discipline shall be invoked against him or her.

Any firefighter, whether based on random or reasonable suspicion selection, who has completed the substance abuse treatment program yet tests positive for drugs during the subsequent 24 month period, shall only have options 1, 2 and 4 available to him or her.

Section 57.04. Education.

A. Bargaining Unit. The City shall arrange and provide information to bargaining unit employees regarding drug testing procedures, the consequences of testing positive under this Article, and the effects of drug and alcohol abuse within ninety (90) calendar days after the effective date of this Agreement and at least annually thereafter.

B. Supervisory Personnel. The CITY shall arrange and provide information to supervisory personnel regarding drug testing procedures, the consequences of testing positive under this Article, the effects of drug and alcohol abuse, and how to determine whether an

employee is using, consuming or under the influence of drugs or alcohol during working time within ninety (90) calendar days after the effective date of this Agreement and at least annually thereafter.

Section 57.05. Random Testing And Reasonable Suspicion. The CITY and IAFF Local No. 1348 agree that in addition to the procedures for voluntary submission to treatment and education, random, unannounced testing of the Muncie Fire Department personnel, as well as testing based on reasonable suspicion, shall be employed to prevent workplace substance abuse.

A. “Random unannounced drug testing” means testing for the purposes of detecting drugs which is conducted on a periodic basis, without advance notice of the test to bargaining unit employees and without individualized suspicion. The selection of employees to be tested from the pool of employees subject to testing shall be done based on a neutral and objective selection process by an entity independent from the CITY. In addition, such selection shall be made by a computer-based random number generator that is matched with bargaining unit employees’ social security numbers, payroll identification numbers, or other comparable identifying numbers in which each member of the bargaining unit employee population subject to testing has an equal chance of selection for initial testing, regardless of whether the employee has been tested or selected previously. The random selection process shall be conducted through a computer program that records each selection attempt by date, time, and employee number. All documentation associated with this testing procedure shall be kept strictly confidential. All random testing of Fire firefighters shall occur during working hours and/or a tour of duty. In the event the Fire firefighter tests positive to any random selection drug testing, he may immediately request that a second confirmatory test utilizing a different sample of urine occur during his same shift or tour of duty if possible, but in no event more than two (2) hours after submission to the first test; this second test will be undertaken by a separate licensed testing facility agreed to by the IAFF Local No. 1348 and the CITY.

B. An employee shall be required to submit to an immediate drug or alcohol test where “reasonable suspicion” exists that the employee is using, consuming or under the influence of illegal drugs or alcohol during working time.

“Reasonable suspicion” as used in this Article shall include, but is not limited to observation by the employee’s immediate supervisor or higher ranking employee of an employee during working time behaving in a manner which gives the immediate supervisor (or higher ranking employee) reason to suspect the employee is using, consuming or under the influence of alcohol or illegal drugs. Examples of objective observations influencing work related behavior include any of the following:

- (1) Odor of alcohol on breath;
- (2) Apparent difficulty in comprehending conversation or responding to directions—confusion;
- (3) Difficulty in expressing himself/herself; for example: overly rapid or slow speech; rambling, incoherent sentences even apart from slurred speech;
- (4) Unusual disorientation;
- (5) Unusual swings in emotion or behavior inappropriate for the situation — extreme anger, laughter or depression;
- (6) Aggressive behavior;
- (7) Lack of manual dexterity;

- (8) Unexplained work errors; unusual difficulty in performing other tasks;
- (9) Unusual lack of coordination in walking or performing other tasks;
- (10) Observation of person drinking or using drugs; or
- (11) Other recognized and accepted symptoms of the use of or being under the influence of alcohol or illegal drugs.
- (12) An employee is seriously injured or involved in an accident possibly caused by his or her human error during working time.

C. In the event an employee's immediate supervisor or higher ranking employee determines a "reasonable suspicion" exists as set forth in Section 58.05.B., above, such reasonable suspicion must be confirmed by another supervisory, managerial or other higher ranking employee. The individual observing the behavior shall complete and sign the Substance Abuse Checklist form and the individual confirming said behavior shall also sign said form. Failure by a supervisor or other higher-ranking official to confirm such behavior shall not constitute "reasonable suspicion."

D. The Fire Chief or his designee shall be notified immediately when reasonable suspicion exists that an employee is using, consuming or under the influence of alcohol or illegal drugs or when an employee tests positively pursuant to the random procedure. The Fire Chief or his designee shall be given a completed Substance Abuse Checklist form by the supervisor or other higher-ranking employee. The Fire Chief or his designee shall notify the IAFF Local No. 1348 President or his designee immediately. The IAFF Local No. 1348 President or his designee and the bargaining unit employee shall also be given a copy of the completed Checklist form.

E. In the event this is the first time during the employee's employment with the Department that he has tested positive pursuant to the random procedure or a "reasonable suspicion" exists that the employee is engaged in substance abuse, then the employee shall be given the opportunity to seek voluntary treatment through the EAP rather than submit to a drug or alcohol screen. In the event the employee completes said program, including any required after care, no discipline shall be made and the reasonable suspicion form shall be destroyed and such information purged from his or her personnel file. This option is available to bargaining unit employees only once during their employment with the Department.

F. The Fire Chief or his designee shall arrange for another supervisory or managerial employee to accompany the employee to the initial testing laboratory for drug and/or alcohol testing. The IAFF Local No. 1348 President or his designee may also accompany the employee to the initial testing laboratory.

#### Section 57.06. Testing.

A. Initial Testing Laboratory. Urine samples will be submitted to the initial testing laboratory in a manner, which is consistent with Substance Abuse and Mental Health Services Administration ("SAMHSA"), or its successor's standards.

B. Urine Screen.

(1) The initial testing laboratory shall collect a sample. The sample must have at least 30 milliliters (1 ounce) of urine. The testing device utilized shall screen for the following drugs of abuse: Cocaine, Amphetamines, PCP, Cannabinoids and Opiates.

(2) A chain of custody shall accompany the specimen identifying each person having contact with the specimen and the condition of the tamper-proof seal.

(3) The initial immunoassay test is considered negative if it does not show at least these concentrations of drugs or metabolites:

Marijuana metabolites	50 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites <sup>1</sup>	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

1 If immunoassay is specific tar free morphine, the initial test level is 25 ng/ml.

(4) If the initial testing results are positive, the specimen will be retested at the initial testing laboratory and shall be forwarded with the appropriate Chain of Custody form to an approved confirmatory testing laboratory.

(5) After completing analysis, negative specimens will be discarded at the initial testing laboratory site. Positive specimens shall have an aliquot frozen and retained for twelve (12) months.

C. Confirmatory Testing Laboratory

(1) The confirmatory testing laboratory shall confirm initial positive results using gas chromatography/ mass spectrometry (GCMS) techniques. The confirmatory testing is considered negative if it does not show at least these concentrations of drugs or metabolites:

Marijuana metabolites 1	15 ng/ml
Cocaine metabolites <sup>2</sup>	150 ng/ml
Opiates:	
Morphine	2000 ng/ml
Codeine	2000 ng/ml
Phencyclidine	25 ng/ml
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

1 - Delta-9-tetrahydrocannabinol - 9 - carboxylic acid

2 -BenzoylEcgonine

(2) Whether the confirmatory test is positive or negative, said result shall be communicated to the medical review officer.

D. Confirmatory Testing - Employee.

(1) In the event an employee tests positive for illegal drugs or alcohol, the employee may have the split sample tested by a SAMHSA certified laboratory at the employee's expense.

(2) The initial testing laboratory shall forward the split sample with the appropriate chain of custody form to the SAMHSA certified laboratory.

(3) This laboratory shall test only to confirm that the sample is positive for illegal drugs or alcohol. This testing is not subject to the confirmatory testing threshold levels.

Section 57.07. Chain Of Custody. Each approved testing laboratory's Chain of Custody Form must be maintained and noted by each person who handles the specimens with his or her signature, time and date, reasons for transfer or handling, as well as whether the integrity of the package or specimen has been compromised. Laboratory personnel shall be responsible for maintaining the chain of custody during the analysis of the specimen. The Chain of Custody must be maintained at all times. Failure to maintain the Chain of Custody shall result in a negated test result.

Section 57.08. Medical Review Officer.

A. Receipt of Results. The Medical Review Officer (MRO) shall receive all test results from the confirmatory testing laboratory.

B. Other Duties. Other duties of the MRO are as follows:

- (1) Notify the employee of a confirmed positive test result;
- (2) Review and interpret each confirmed positive test result;
- (3) Provide an opportunity for the employee to discuss a positive test result;
- (4) Review the employee's medical history as appropriate;
- (5) Review medical records as appropriate;
- (6) Verify laboratory results, including chain of custody;
- (7) Notify the Fire Chief and an IAFF Local No. 1348 representative of a verified positive test;
- (8) Make return-to-duty recommendation; and
- (9) Ensure return-to-duty requirements are accomplished.

C. Notification - Negative. If the drug test results are negative for the presence of drugs and/or alcohol, the MRO shall give the employee and the IAFF Local No. 1348 representative written notification of the results. Test results are considered negative if the confirmatory test is not positive.

D. Notification - Positive. The MRO shall provide the employee with written notice that his or her specimen yielded a positive test result for drugs and/or alcohol.

E. Receipt of Results. Upon the receipt of notice that an employee's second confirmatory drug test is complete, all laboratories shall provide the MRO with the results of each and every testing sequence, including a copy of the Chain of Custody Form. The MRO will

provide copies of this documentation to the Fire Chief or his designee, the firefighter and IAFF Local No. 1348 President or his designee.

F. If Testing Results are Inconsistent. If the results of the two confirmatory testing procedures are inconsistent, then no finding shall be made regarding the drug and alcohol testing of the employee. This shall be communicated to the employee and the IAFF Local No. 1348 President in writing. The Fire Chief shall be free to initiate subsequent testing at its discretion pursuant to the reasonable suspicion provisions found in Section 4A. However, the results of the initial testing shall not be a factor in establishing “reasonable suspicion.”

G. If Sample Results Are Consistent. If the results of the two confirmatory testing procedures yield consistent results, the positive test result shall be conclusive and final.

H. Employee Notification - Final. Where the second confirmatory test yields a consistent, positive result for the presence of drugs or alcohol, the Fire Chief or his designee shall schedule a meeting with the EAP person or its designated representative and the employee at which the employee will be given written notice of the positive test result and substances detected and the action to be taken by the Fire Department.

Section 57.09. Rehabilitation Program.

A. Generally. Any employee who tests positive for illegal drugs or alcohol, or in lieu of submitting to a drug or alcohol screen voluntarily submits to treatment, shall be medically evaluated, counseled and treated for rehabilitation as recommended by the MRO. Employees who, as part of the random or “reasonable suspicion” procedures complete a rehabilitation program will be re-tested randomly once every quarter for the following twenty-four (24) months.

B. Employees who do not enter a program through the random or reasonable suspicion procedures but who enter a program on their own initiative shall not be subject to re-testing. The treatment and rehabilitation shall be paid for by the employee’s insurance program. Any costs over and above the insurance coverage shall be the responsibility of the employee.

Section 57.10. Required Documentation. Any employee who is required to successfully complete a substance abuse program, including all required after care, as part of the reasonable suspicion procedure shall submit the following documentation to the Fire Chief and the EAP representative regarding his/her participation in after-care as a condition of his/her successful completion of the required substance abuse program:

- (a) A copy of the recommended after-care program.
- (b) Results of any random drug and/or alcohol screening conducted as part of the after-care program;
- (c) Dates of AA meetings attended or any other meetings attended required as part of the after-care program; and
- (d) The schedule of sessions held with the after-care program counselor assigned to the employee, including a monthly progress report from the counselor.

This documentation shall be submitted at the end of each month for the first six (6) months and quarterly thereafter at the end of each quarter until the after-care program is completed.

Section 57.11. Miscellaneous.

A. Cost. The cost of all initial testing and first drug confirmatory test shall be borne exclusively by the CITY. The cost of any split-sample tests shall be borne by the employee.

B. Standards of Performance. Employees who are enrolled in substance abuse programs, including the required after care, whether voluntary or involuntary, shall be subject to all of the Department's rules, regulations and job performance standards that are established for other employees.

Section 57.12. Definitions. As used in this Article, the following definition of terms shall apply:

A. Substance Abuse. Substance abuse shall mean using, consuming or being under the influence of illegal drugs or alcohol during working time.

B. Illegal Drugs. Illegal drugs shall mean testing positive for any of the following: Marijuana Metabolites, Cocaine Metabolites, Opiate Metabolites, Phencyclidine or Amphetamines.

C. Chain of Custody. Chain of custody shall mean a procedure, which accounts for the integrity of each urine specimen by tracking its handling and storage from the point of specimen collection to its final disposition. Chain of custody forms shall, at a minimum, include an entry documenting the date and reason for the transfer or handling of each specimen, as well as the identity of every individual in the chain of custody.

D. Drug Test. A "Reasonable Suspicion" drug test may include urine or other type of test to determine the presence of drugs or alcohol and administered by a testing laboratory meeting the qualifications required by this policy.

E. Confirmatory Testing Laboratory. The confirmatory testing laboratory shall be a SAMHSA laboratory, which complies with the scientific and technical guidelines for federal drug testing programs and the standards for certification of laboratories engaged in urine drug testing for federal agencies issued by the alcohol, drug abuse and mental health administration of the U.S. Department of Health and Human Services. The CITY and the IAFF Local No. 1348 agree that the Pathologists Associated Medical Laboratories and the Health South Medical Clinics have contracted with such laboratories. The parties hereto may mutually agree from time to time to other SAMHSA laboratories as a confirmatory testing laboratory.

Section 57.13. Right Of Appeal. The Firefighter has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other CITY action under the terms of this Agreement is grievable.

Section 57.14. Union Held Harmless. This drug and alcohol-testing program was initiated at the request of the CITY. The Muncie Fire Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this Agreement relating to drug and alcohol testing. The UNION shall be held harmless for the violation of any Firefighter rights arising from the administration of said program.

## **ARTICLE 58 MUNCIE FIRE FIGHTER'S EMPLOYEE ASSISTANCE PROGRAM**

The Muncie Fire Fighters, Local 1348, and the City of Muncie Fire Department recognizes that a UNION member may have a personal problem which may affect the individual's health and well being, as well as impart deleterious affects on the individual's job performance abilities. The Muncie Fire Fighters, Local 1348, and the City of Muncie Fire Department, supports and encourages the individual and his/her family to seek meaningful and effective assistance through the confidential use of Employee Assistance Program facilities. The goal of the EAP is to restore an individual to health and full recovery.

Personal and health problems such as alcohol or drug abuse, stress, marital, family, emotional, medical, legal, financial, and/or career can be effectively dealt with through the use of EAP's and coordinate outside referrals. Some of these problems are recognized as diseases by the medical profession, which require skilled rehabilitative assistance and treatment.

The Muncie Fire Fighters, Local 1348, and the City of Muncie Fire Department are concerned with the problems, which definitely and repeatedly impair the job performance and dependability of the individual and the health, safety or interpersonal relations of all members in contact with the affected individual.

Voluntary utilization of the program is encouraged with the assurance of confidentiality and job security.

Confidentiality of all records of the employee pertaining to participation in the EM' will be maintained.

All persons participating in the EAP are expected to meet existing job performance standards and established work rules within the framework of the existing UNION-management agreements. Exceptions to this policy will be considered on an individual basis and decided by mutual agreement of the UNION and CITY.

The EAP does not replace established disciplinary processes or the individual's access to the grievance procedures provided for in the UNION contract.

Individuals who continually refuse or reject remedial assistance and/or treatment will be handled according to the Fire Department s disciplinary procedures.

For an employee who voluntarily participates in the Employee Assistance Program for substance abuse and successfully completes said program, cost of said program shall be paid in accordance with the present health insurance coverage. If an employee chooses not to complete said program, twenty-five percent (25%) of cost shall be paid by said employee for first offense, fifty per cent (50%) of cost for second offense, one hundred per cent (100%) of cost thereafter.

For an employee who for mandatory reasons participates in the Employee Assistance Program for substance abuse and successfully completes said program, cost of said program shall be paid in accordance with the present health insurance coverage. If and employee chooses not to complete said program, (including a minimum one (1) year after-care) employee shall pay one hundred percent (100%) of cost for said program and be subject to disciplinary action.

Fire Department employees and/or their family may call the Fire Fighters Employee Assistance Hot Line at 288-9471 for a referral or by contacting an Employee Assistance Personnel representative directly for help in assessing personal problems.

Appropriate training of Union EAP personnel will be maintained to ensure the credibility and professionalism of the program. Appropriate training shall be paid for by the City of Muncie Fire Department.

It is the intent of the Muncie Fire Department Employee Assistance Program to maintain the highest professional standards in safeguarding the privacy and personal dignity of all who seek or accept services for substance abuse, psychological problems, or any other health or personal problems.

#### **ARTICLE 59 SICK LEAVE POLICY**

Section 59.01. Members of the Fire Department shall receive paid sick leave as described below:

A. Once a member has called in sick five (5) times in a calendar year each additional call in for illness or injury that year will require a written note from their physician.

B. Those members who become ill or injured on duty shall receive extended sick leave in the amount of Three Hundred and Sixty-Five Calendar Days (365) with all benefits provided the need for the leave has been substantiated in writing by the member's primary physician. If the member is unable to return to work within the above time frame then a medical review board; to include the members primary physician, a physician chosen by the City, and a physician chosen by both the members physician and the City's physician, shall meet to determine what course of action should be taken (to include but not limited to additional time being granted to the member or if disability pension proceedings should begin).

Notwithstanding the preceding, when a firefighter is using paid sick days for a Worker's Compensation injury, the firefighter may only use sick days in an amount sufficient to make up the difference between the employee's regular pay and the Worker's Compensation benefit.

C. Any member requiring extended sick leave for an illness or injury that is not job related and that can be verified through a note from their physician shall receive extended sick leave in the amount of One Hundred and Eighty Calendar Days (180). If a member is unable to return to full duty after this time a medical review board; to include the members primary physician, a physician chosen by the City, and a physician chosen by both the members physician and the City's physician, shall meet to determine if additional time shall be granted to the member up to an additional One Hundred and Eighty Calendar Days (180).

D. Any member that is able to return to work on light or restricted duty as recommended by their physician shall not apply toward the daily manpower or staffing of truck requirements. Those on light or restricted duty shall continue working their regularly scheduled hours unless limited by their physician.

#### **ARTICLE 60 INTERPRETATION CLAUSE**

In the event of a disagreement concerning the interpretation of an item or items in this agreement, the Union Committee (i.e. Union President or his/her designee, two (2) other members appointed by the Union President or his/her designee) and the City's Committee (i.e. Fire Chief or his/her designee) City Attorney or his/her designee, Controller or his/her designee, and the President of City Council or his/her designee if necessary shall convene and attempt to reach a satisfactory agreement of the issue/s within fifteen (15) days after notification of said disagreement. The grievance procedure may be utilized.

#### **ARTICLE 61 PRINTING**

This Agreement and any future Agreement shall be printed and supplied to each employee by the Employer within thirty (30) calendar days prior to the implementation of said agreement at no cost to the employee or Union.

#### **ARTICLE 62 FIRST RESPONDER**

Every active member of the Department must become, at a minimum, a Certified First Responder by successfully completing the initial First Responder certification training program offered or sponsored by the Muncie Fire Department that takes place after the member's conditional appointment to the Department. Failure to do so may result in disciplinary action, up to and including termination. Exceptions to this requirement will be granted only if the member is on an approved leave of absence when the initial training program is offered or if the Merit Commission grants special exception by majority vote for good cause shown.

All active members must maintain, at a minimum, First Responder certification during their employment with the Department. The Department will either offer or sponsor training opportunities each year to assist members in maintaining such certification.

#### **ARTICLE 63 FITNESS PROGRAM**

The purpose of the Fitness Program is to improve the general health of Fire Department personnel and to help contain the cost of insurance. The Fitness Program shall be a non-punitive program.

Personnel on duty (stations option, Sunday and/or holidays) may work out for a period of time not to exceed one (1) hour. In case of extreme weather and/or working conditions, to be determined by the Chief, Deputy Chief, and/or their designee, personnel may be allowed to workout at their stations. Firefighters while on duty shall not be restricted too only the workout facility provided by the City of Muncie.

Personnel while working-out shall be on will-call. Apparatus going out of service must have approval of their Battalion Chief and/or their designee.

The City shall provide funding for upkeep and maintenance of the Fire Department gym based upon the recommendation of a representative of the Fire Chief and a representative of the Union President and approved by the Mayor in light of then-current budgetary constraints. Malicious damage by Fire Department personnel will not be the responsibility of the City. The facility shall be only accessible to active and retired fire department personnel, 365 days a year, 24 hours a day. Each station shall be equipped with a minimum of one treadmill and one recumbent bike.

#### **ARTICLE 64: FUNERAL LEAVE**

In the event of the death of a firefighter's immediate family, Employee shall be granted up to a maximum of five (5) working days leave per occurrence. Immediate family shall include spouse or significant other (one who resides in the home of the employee in the place of a spouse), children, stepchildren, grandchildren, parents, grandparents, brothers, sisters, mothers-in-law, fathers-in-law, daughters-in-law, sons-in-law, sisters-in-law, brothers-in-law, or legal guardian or other person who stands in the place of a parent (in loco parentis).

Realizing that extenuating circumstances can occur, the Fire Chief retains the right to grant additional working days of leave time per occurrence as the situation may warrant.

In the event of the death of a member of a firefighter's family which does not qualify as immediate family, less bereavement leave time may be granted up to a maximum of five (5) working days per occurrence at the discretion of the Fire Chief.

#### **ARTICLE 65: STATEMENT OF UNDERSTANDING – SALARY INCREASE**

In the event the members of either AFSCME Local #3656 or FOP #87 receive a base salary increase during any year in which this Agreement is in effect, then the members of Muncie Firefighters Local 1348 shall receive the same wage benefit as either a flat increase or percentage increase, whichever is more. Any increase given to AFSCME Local #3656 or FOP #87 ~~by an outside party~~ in an arbitration, by a grant, or any other third party will not entitle Muncie Firefighters Local 1348 to any flat salary increase or percentage increase.

#### **ARTICLE 66 MINIMUM STAFFING**

Sufficient personnel shall be maintained on duty and available for response to alarms. The Fire Chief shall determine the daily minimum staffing requirements for the Department within the following guidelines. Sufficient Fire Fighter personnel shall be available to provide a minimum of 24 Fire Fighters and one (1) Battalion Chief for a twenty-four (24) hour shift. If sufficient personnel are not available to meet the minimum staffing requirements of at least 24 Fire Fighters and 1 Battalion Chief, Fire Fighters shall be retained or recalled on overtime. No Fire Fighter still on probation (first year of hire) shall be on the minimum staffing list.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS SET FORTH BELOW.**

**FOR THE UNION:**

BY \_\_\_\_\_  
Michael Whited

\_\_\_\_\_  
Mark Adams

Rep. \_\_\_\_\_  
Mark Greenberg

**FOR THE CITY:**

BY \_\_\_\_\_  
Mayor, City of Muncie

\_\_\_\_\_  
Fire Chief, City of Muncie

\_\_\_\_\_  
City Council Finance Committee

\_\_\_\_\_  
President, Board of Works

\_\_\_\_\_  
President, City Council

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Deputy Mayor, City of Muncie

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Personnel Director, City of Muncie

