
COLLECTIVE BARGAINING AGREEMENT

WHITING FIREFIGHTERS LOCAL UNION NO. 969, AFL-CIO

January 1, 2018 through December 31, 2020

ARTICLE I

Preamble

Pursuant to the authority granted by the Common Council of the City of Whiting, Lake County, Indiana, in Section 2-311 of the Municipal Code (Ordinance Number CC-2004-1698), this agreement is entered into between the City of Whiting, Lake County, Indiana, (the "City"), and the Whiting Firefighters Local Union No. 969, AFL-CIO (the "Union").

It is the purpose of collective bargaining to establish and promote harmonious relationships between the bargaining parties. Collective bargaining agreements establish wages, hours, standards and other terms and conditions of employment and also provide for equitable and peaceful adjustment and resolution of differences that may arise over interpretations and application of this agreement.

In consideration of the mutual promises and agreement contained herein, the parties, by their authorized representatives or agents, agree as follows:

ARTICLE II

Recognition

The City recognizes the Union, having been selected by a majority of the members of the Whiting Fire Department, ("firefighters"), as the exclusive collective bargaining representative for the purpose of establishing salaries, wages, hours, and other terms of employment for all sworn firefighters below the rank of captain. Unless agreed upon by both the City and the Union, no other oral or written agreements shall be executed for the duration of this agreement with respect to any of the provisions of this agreement.

ARTICLE III

Term of Agreement

The term of this agreement shall be from January 1, 2018 and shall remain in full force and effect until and including December 31, 2020. The City and the Union are entering into this agreement pursuant to the terms and procedures outlined in Ordinance No. CC-2004-1698.

ARTICLE IV

Salaries and Classifications

Firefighters covered by this agreement shall receive compensation in accordance with the salary schedule which is attached and incorporated by reference into this agreement as Exhibit A. The 2018 salaries authorized by the Common Council in the Ordinance

No. CC-2017-19XX adopted and passed October 17, 2017, is the basis for calculating salary pay increases. It is the intent of the City and the Union that Exhibit A shall reflect the following salary increases for 2018, 2019 and 2020: 2018 salaries shall provide a 1% increase based upon the 2017 salary authorized by the Common Council. For the remaining years of the agreement, the wages will be increased by 2% in 2019 and 2% in 2020.

For the purposes of this agreement, the classifications covered are Fire Lieutenant, Engineer/1st Class Firefighter, Fire Pipeman, and Fire Pipeman-Probationary.

ARTICLE V

Emergency Medical Personnel Pay

Section 1. Emergency Medical Technicians.

The compensation of One Hundred Twenty Five Dollars (\$125.00) per month for all emergency medical technicians and no more than one emergency medical technician instructor has been added to the base salary of each position as of 01/01/14.

Section 2. Lead EMT Pay

Any firefighter EMT who is assigned the duties of the Lead EMT (firefighter in-charge of ambulance) on the primary (first) ambulance shall be compensated at the additional rate of twenty five dollars (\$25) per day. Only one (1) Lead EMT will be compensated per day regardless of extenuating circumstances which may arise. It is agreed that if multiple firefighters share this role during the same scheduled shift, that the firefighter who begins the shift as Lead EMT will be the person compensated.

Section 3. Assignment of Lead EMT

Since the assignment of the Lead EMT involves additional monetary compensation, the Union maintains the right to bargain per Ordinance CC-2004-1698 on the procedure in which the Lead EMT is assigned. In general, the Union and City has agreed to the guidelines.

For purposes of monitoring the implementation of this section and ensuring the intention of the agreement is fulfilled, both the City and Union reserve the right to reopen this clause of the contract to negotiate their differences. Such notice must be made in writing to the President of the Board of Public Works and Safety or the Union board. This reopening clause is only intended to include section three (3) of this article.

Section 4. Paramedics

For purposes of Emergency Medical Personnel Pay, any Firefighter who successfully completes and maintains the necessary training to advance to the status of Paramedic

shall be compensated at the maximum amount of and is limited to the additional rate of Five Hundred Dollars (\$500) per month.

Section 6. EMT Certification

All new hires shall be certified as an EMT within one (1) year of their employment start date. The level of EMT certification will be determined by the Fire Chief and/or Public Safety Director before the hiring process begins to ensure the certification level is consistent with state EMS requirements at the time of the hiring.

All firefighters who are currently employed by the Whiting Fire Department and are currently EMT certified, must maintain such certification as a condition of employment, unless the certification is lost due to no fault of the employee.

ARTICLE VI

Hours of Work

Section 1. Workday

Twenty-four (24) consecutive hours of work within a twenty-four (24) period commencing from a regular starting time of eight (8) a.m. shall constitute a firefighter's regular workday. Each workday shall be followed by forty-eight (48) consecutive hours off duty, except for legitimate "short" or "long" transfers. Any additional time worked above the normal twenty-four (24) hour on - forty-eight (48) hour off workday shall be considered overtime and compensated at the rate of time and one-half (1-1/2) of their normal hourly wage.

Section 2. Work Assignments

To avoid the additional expense of unnecessary out of rank promotions (fill-in pay), each current six (6) firefighter shift shall consist of one (1) Captain, one (1) Lieutenant, two (2) engineer/1st class firefighters and two (2) pipemen whenever feasible. No scheduled shift, with the exception of emergencies covered Article XXIII, Section 3, shall be staffed with five (5) firefighters while another simultaneously scheduled shift is staffed with seven (7) firefighters. Balancing each shift with both the number of firefighters and by rank will promote sound fiscal management of the Fire Department by minimizing unneeded overtime expense and out of rank fill-in pay.

In no way shall this clause attempt to restrict or supersede the City of Whiting's legal authority to determine the proper staffing level for the fire department as a whole.

Section 3. Time Reduction

The City will recognize a time reduction schedule for the firefighters for the term of this contract. The new schedule will reduce the firefighters existing schedule from fifty-six (56) hours per week to fifty-three (53) hours per work week on an annual basis. This

time reduction schedule will in no way alter the provisions of section one of this Article. As compensation for the time reduction schedule, each firefighter will be scheduled off for one (1) additional twenty-four (24) shift per each seven and one-half (7.5) work week scheduling period.

Section 4. Forfeiture of Overtime Compensation

In lieu of accepting overtime pay for time worked by a firefighter in excess of one hundred fifty-nine hours (159) within a twenty-one (21) day period, it is agreed to by the City and Union that a firefighter shall accept additional time off as outlined in section three (3) of this Article.

Section 5. Time Reduction Schedule

If department staffing levels (not including the chief) are maintained at 19 or more, the time reduction schedule shall be implemented in such a way that no additional overtime is directly created as a result of the time reduction schedule. This clause is intended to prevent firefighters or the scheduler from using or assigning time reduction days in situations that knowingly create additional overtime compensation. A scheduled time reduction day shall not be canceled, forfeited or suspended due to a non-emergency absence. Even though the absence may create unscheduled overtime, the overtime was not directly caused by the time reduction day, but as the result of the non-emergency absence.

If department staffing levels (not including the chief) are reduced to 18 or less, overtime created by this section, shall be kept to a minimum, but it is understood that overtime pay will be necessary to fairly implement the Time Reduction schedule.

Time reduction days may be canceled or postponed due to emergencies stated in Article XXIII, Section 3.

Section 6. Implementation of Time Reduction Days

Following the conclusion of all vacation selections, each firefighter will select four (4) of his/her seven (7) time reduction days in two (2) two (2) day blocks. The remaining three (3) days will be assigned by the Fire Chief and/or Public Safety Director, making the effort to accommodate a firefighter's specific request. The selections will be made according to the guidelines set forth in Article X, Section 3 of this agreement. To ensure a fair implementation of the vacation policy, all firefighters must select their regular vacation before the selection of Time Reduction Days begins.

During periods of manpower shortages outlined in Article XXIII, Section 3, time reduction days may be postponed for a maximum of ninety (90) days from the time the day was originally scheduled. If for any reason a time reduction day cannot be rescheduled within the ninety (90) day period, a firefighter, upon his/her request, may be compensated at a rate of one and one-half (1-1/2) of his normal salary for the time reduction days denied. Any such compensation shall be reported to the Common Council by the Fire Chief and/or Public Safety Director or the Fire Chief and/or Public

Safety Director's designee within 2 weeks of submitting the payroll information to the Clerk-Treasurer.

Effective 01/01/13, firefighters may be allowed to carry over time reduction days. They may be permitted to accumulate and bank up to twenty (20) days to be applied to and scheduled only prior to his/her immediate retirement date. Banked time reduction days must be expended and a firefighter will not receive compensation for the banked days at retirement unless the City, in its sole discretion, makes a determination that it is financially feasible for the City to compensate the firefighter in lieu of granting the days off. If the City makes such a decision, the compensation will be based on the regular rate of pay for the firefighter.

Section 7. Transfers

When a transfer occurs in the Fire Department and a firefighter loses a regular day(s) or portions of regularly scheduled days off, the Fire Chief and/or Public Safety Director shall have the following options:

- a. Within sixty (60) days, transfer the firefighter back to the firefighter's original crew;
- b. Within sixty (60) days, transfer the firefighter in such a way that any lost day(s) or portions thereof are regained;
- c. After sixty (60) days, in recognition of the inconvenience generated by the transfer, authorize payment to the firefighter in question one and one-half times regular pay rate for one twenty-four (24) hour shift; or
- d. After sixty (60) days, award to the firefighter in question compensatory time.

Section 8. Overtime Selection Guideline

It is the Fire Chief and/or Public Safety Director's responsibility to distribute overtime compensation fairly and equally. A policy or procedure governing the department's overtime guidelines must be posted and made available to the firefighters at all times. This policy must be followed fairly and consistently. A current overtime canvassing list consisting of the firefighter's overtime hours must be posted and updated a regular basis.

For purposes of monitoring the implementation of this section and ensuring the intention of the agreement is fulfilled, both the City and Union reserve the right to reopen this clause of the contract to negotiate their differences. Such notice must be made in writing to all members of the City Council Police and Fire Committee or the Union board. This reopening clause is only intended to include section eight (8) of this article.

Section 9. Posting of Work Schedule

The Fire Chief and/or Public Safety Director will post a work schedule on a monthly basis that includes both the current month's schedule and the next five (5) calendar months whenever feasible. This section shall not restrict the Fire Chief and/or Public Safety Director from making justified schedule changes due to unexpected manpower shortages, sickness or injury or any circumstance described in Article XXIII, Section 3.

Section 10. Standby – On-Call Pay

Firefighters, who are scheduled or assigned to Standby–On-Call duty, will be compensated at the hourly rates designated in the annual Salary Ordinance. As of January 1, 2018, these rates are Ten Dollars (\$10.00) per hour for weekday and Twelve Dollars (\$12.00) per hour for weekends and holidays. Both the City and Union reserve the right to reopen this section of this Article to negotiate their differences. Such notice must be made in writing to all members of the Board of Public Works and Safety or the Union board and any modifications are subject to the approval of the Board of Public Works and Safety and the Common Council and must comply with the respective laws, ordinances and procedures governing employee salaries.

In efforts to effectively, efficiently and safely manage the department, the Fire Chief and/or Public Safety Director will at his/her discretion determine the needs of the department as related to Standby – On-Call Duty scheduling. This discretion shall include but not be limited to, the number of hours on Standby – On-Call, specified hours of scheduled duty (i.e. 7:00pm to 7:00am), crew size, etc.

It is also understood that the Fire Chief and/or Public Safety Director may, at his/her discretion, utilize the Standby/on-call Duty system to fill vacancies on the following holidays: New Year's Day, Easter, July 4th, Memorial Day, Thanksgiving, Labor Day, Christmas Eve, Christmas Day, New Year's Eve.

ARTICLE VII

Longevity and Residency Bonus Compensation

Section 1. Longevity Compensation

Effective January 1, 2018, Longevity compensation will be eliminated. In lieu of said compensation, the parties have agreed that the rank of Engineer will be reclassified as 1st Class Firefighter and this salary classification shall be used as the basis for future pension benefit calculations.

Section 2 Residency Bonus

It is understood that both tangible and intangible benefits are provided to the residents and tax payers of the city when a firefighter elects to live within the city limits. As a bonus for a firefighter providing these benefits to the residents by virtue of his/her residency decision, the City agrees to compensate a firefighter whose official residence is within the city limits of Whiting an additional bonus of Seventy Five Dollars (\$75.00)

per month in addition to their regular monthly base pay.

It shall be the firefighter's responsibility to immediately inform the Chief if his/her residency status changes for whatever reason.

In determining eligibility for the Residency bonus, each firefighter will be required to provide proof of the following by January 31, 2018, and then subsequently as may be requested:

1. Receipt showing housing payment (whether rent, mortgage, etc.); and either
2. Receipt showing utility payment; or
3. Receipt showing credit card or insurance payment.

Any firefighter who is determined to have provided inaccurate information regarding eligibility for the residency bonus will be required to repay any funds received under this provision through payroll deduction.

ARTICLE VIII

Bereavement Leave

In case of death of a firefighter's spouse, child, parent, grandparent, brother or sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or step-child, step-brother, step-sister, step-parent or grand-children the City shall allow the firefighter five (5) consecutive calendar days absence without loss of pay.

ARTICLE IX

Uniform Allowance

An annual uniform allowance of One Thousand Two Hundred Dollars (\$1,200.00) has been included in the base pay of all firefighters, excepting probationary firefighters, effective January 1, 2015

ARTICLE X

Vacations

Section 1. Vacation Allowance and Eligibility

Excepting probationary firefighters, who are entitled to no vacation time, all other firefighters shall be granted vacation time based on the length of employment with the City determined as of their anniversary date of employment. The number of vacation days available each year are accrued as of January 1st and credited pursuant to the following schedule:

<u>Years of Service (as of January 1 each year)</u>	<u>Number of Vacation Days</u>
After one year of service but not more than two (2) years of service	3
After three (3) years of service but not more than five (5) years of service	5
After six (6) years of service but not more than ten (10) years of service	8
After eleven (11) years of service but not more than twelve (12) years of service	9
After thirteen (13) years of service but not more than fourteen (14) years of service	11
After fourteen (14) years of service but not more than fifteen (15) years of service	12
After fifteen (15) years of service	13

Section 2. Compensatory Days

The City agrees to provide six (6) compensatory days off with regular pay as compensation for the inconvenience of working on scheduled holidays. Compensatory days may be added to vacation days depending on the availability of adequate personnel to carry on regular duties of the Fire Department. Granting of compensatory days shall not generate overtime on behalf of any other personnel needed to provide service in place of a firefighter utilizing a compensatory day.

If for any reason a firefighter's compensatory days cannot be granted within the calendar year, the firefighter, upon his/her request, may be compensated at a rate of one and one-half (1-1/2) of his normal salary for the compensatory days denied. Any such compensation shall be reported to the Common Council by the Fire Chief and/or Public Safety Director or the Fire Chief and/or Public Safety Director's designee within 2 weeks of submitting the payroll information to the Clerk-Treasurer. In lieu of payment for denied compensatory days, the firefighter may elect to roll over the denied compensatory days into the next calendar year. All rolled over days must be scheduled per guidelines of this agreement. In no way shall this clause be construed as a method of arbitrarily rolling willfully unused compensatory days into the next calendar year.

Section 3. Vacation Availability

Firefighters shall have their choice of vacation pursuant to the schedule in Section 1 of this Article as of January 1st each calendar year and shall be taken in order of seniority during the vacation period which runs from January 1 through and including December 31 each calendar year. Actual selection of vacation days shall be made in rounds in which firefighters may select vacation days either via nine (9) consecutive vacation

days, one six (6) vacation day period and a three (3) vacation day period or three (3) three (3) day vacation periods. Those firefighters earning additional vacation time during a calendar year due to their anniversary date of employment falling within a calendar year shall be allowed to carry over into the next calendar year shall be selected and reported to the Fire Chief and/or Public Safety Director by all personnel prior to January 1st of each calendar year. The Fire Chief and/or Public Safety Director shall arrange to have the vacation selection list posted by November 1 for the upcoming year.

Section 4. Utilization of Vacation

Except as provided in section three (3) of this article when a vacation or vacation day(s) is canceled due to an emergency as defined in Article XXIII, Section 3, all vacations must be utilized by firefighters during a current calendar year with no accumulation or carryover of vacation from one calendar year to another calendar year permitted.

Section 5. Vacation Recall

In case of an emergency as defined in Article XXIII, Section 3, the City reserves the right to recall a firefighter from vacation. This recall must be made in reverse seniority with the youngest qualified firefighter being recalled first and must be done by a dated written letter which briefly describes the reason for the recall. The written documentation is intended to serve as a receipt for the firefighter of the vacation recall.

All reasonable efforts shall be made to reschedule the canceled (recall) vacation or vacation day(s) during the current calendar year. If a firefighter's canceled vacation cannot be rescheduled during the current calendar year, the firefighter shall be compensated within the guidelines stated in section two (2) of this article as related to Compensatory Days.

Section 6. Vacation Buy Back

The City agrees that it may buy back from any firefighter a portion of unused vacation time during a calendar year. The City agrees to request the Common Council annually provide in its budget a fund with a maximum of \$10,000.00 for vacation buy back. The Fire Chief and/or Public Safety Director may offer to repurchase any unused vacation time from firefighters within the limit of funds available.

The Fire Chief and/or Public Safety Director may accept written pre-commitments from a firefighter wishing to exercise the benefit of section 6 for the subsequent year. Upon acceptance, the compensation will be paid at the first convenience of the Clerk-Treasurer per the guidelines of this agreement and the firefighter will forfeit his/her right to cancel or change the request. The intention of this clause is to allow the day(s) or week(s) that would have been lost due to the buy back, to be available for selection for the remaining firefighters.

The buy-back rate of pay shall be calculated as follows: The hourly rate shall be multiplied by the number of hours in the number of days requested, i.e. three (3) days buy-back is seventy-two (72) hours, times the employee's hourly rate of pay which is calculated at the annual pay divided by 2,756 hours (53 hours per week times 52 weeks).

ARTICLE XI

Tuition Reimbursement and Certificate Compensation

Section 1. Tuition Reimbursement

Except for courses designed to train and allow any EMT to maintain their eligibility or with respect to any state mandated training, the City agrees to reimburse any firefighter, except probationary firefighters, for all expenses incurred with respect to any other courses taken at an accredited school designed and taken for the express purpose of improving firefighting skills. Reimbursement shall be provided to a firefighter only after the firefighter presents a grade report showing satisfactory credit received for the completed course.

Section 2. Certificate Compensation

Effective January 1, 2018, the City agrees to add to the base pay of each firefighter, the following certifications:

- a. Firefighter 1
- b. Firefighter 2
- c. Hazmat 1st Responder Awareness
- d. Hazmat 1st Responder Operations
- e. Mandatory Basic Firefighter

The rate of pay shall be Fifteen Dollars (\$15.00) per certification so the base pay of each firefighter (other than probationary firefighters) shall increase Seventy Five Dollars (\$75.00) per month.

For calendar year 2018 and beyond, the City agrees to compensate any firefighter, except probationary firefighters, an additional fifteen dollars (\$15) per month certificate compensation over and above the firefighter's regular monthly compensation and certifications which have been added to the base pay up to a maximum of One Hundred Five Dollars (\$105.00) per month, if the firefighter has successfully completed an approved course on the State's Firefighter Certification list which has been approved by the Fire Chief and/or Public Safety Director and is beneficial to the fire department and increases the firefighting skills of the firefighter and the department as a whole. by the This additional certificate compensation shall not generally apply to courses taught by the Whiting Fire Department instructor or any other courses completed during the firefighter's regular on duty hours or to courses mandated to all firefighters by any local, state or federal agency . It is understood that beginning on January 1, 2018, that the Fire Chief and/or Public Safety Director will re-qualify all compensation under this article per the terms of this paragraph.

ARTICLE XII

Probationary Firefighter

Section 1. Probationary Period

After appointment, every new firefighter shall be subject to a probationary period of 52 weeks. During this probationary period, the new firefighter shall receive the necessary training to effectively perform the normal duties of a firefighter.

Prior to completion of the probationary period, the Fire Chief and/or Public Safety Director shall review the probationary firefighter's record of training, and if the probationary firefighter has satisfactorily acquired the skills required by the Indiana Fire Training Guidelines, may recommend that the probationary firefighter be appointed as a regular full time firefighter by the Board of Public Works and Safety of the City of Whiting. The appointee will be granted all of the rights and privileges of a regular full time firefighter.

Each new firefighter who successfully completes his or her probationary period of training and receives an appointment as a regular full time firefighter shall be entitled to be listed on the seniority list retroactive to his or her initial date of appointment as a probationary firefighter.

Section 2. Probationary firefighter's benefits

Probationary firefighters are not entitled to vacation time, fill-in pay, or certificate compensation. The uniform allowance has been rolled into the base pay.

ARTICLE XIII

Sickness and Injury Leave

Section 1. Allowance

All full time firefighters hired prior to January 1, 2018, shall be entitled to up to a maximum of six (6) calendar months of sick days with full pay per qualifying illness, subject to the right of the Fire Pension Board to place such firefighter on disability pension pursuant to the provisions of state law as amended from time to time.

For firefighters hired January 1, 2018 or thereafter, sick leave allowance is as follows:

- A. Upon hire prior to July 1 of any given year, a firefighter will receive eight (8) sick days. If a firefighter is hired July 1 or thereafter in the calendar year, s/he will receive four (4) sick days.
- B. January 1 of each subsequent year of employment, the firefighter will receive any additional Five (5) sick days per calendar year.
- C. A firefighter may accumulate unused sick days to create a rollover bank.

D. Upon retirement, a firefighter shall be entitled to compensation equal to Fifty Percent (50%) of unused sick days at the firefighter's rank immediately preceding retirement.

Section 2. Restrictions

It is expressly understood and agreed to by all parties that sick days shall be utilized only in cases of bona fide illness with any other use considered a violation of this Agreement thereby subjecting the violator to disciplinary proceedings. For purposes of this section of this Article, a firefighter will be deemed in violation of sick leave provisions and subject to disciplinary proceedings when it is determined that said firefighter while on sick leave from the Whiting Fire Department is working a second or side job when the firefighter could have reasonably been expected to also perform the firefighter's normal duties.

The City recognizes that the Whiting Fire Department does not have "light or special" duties available to Firefighters on sick leave from the Whiting Fire Department thereby entitling a firefighter to work a second or side job while on sick leave from the department upon verification of illness/injury preventing said firefighter from performing normal duties for the department.

The City reserves the right to request a firefighter who is on sick leave to attend a training session taught by state certified Fire and/or EMS instructors that is pre-scheduled and provided in-house (at the Whiting Fire Station) provided that his/her injury or illness will reasonably allow their attendance.

Section 3. Verification and Proof of Illness

Upon return to work, any firefighter who reported off for two consecutive days under the terms of this Article shall provide the Fire Chief and/or Public Safety Director or his designee a physician's medical examination report form completed by the firefighter's attending physician detailing the illness that resulted in the firefighter's absence, as well as any incapacity and/or inability of the firefighter to perform his or her normal duties as a result of the illness or injury. Any firefighter who fails to submit a physician's medical examination report form shall cause the firefighter's time off to be considered as time off without pay for the day(s) involved. If any proof submitted is found to be fraudulent or false and does not justify the firefighter's absence, the firefighter's time off shall be considered as time off without pay and the firefighter involved shall be subject to disciplinary action.

Section 4. Sick Leave Disputes

In the event of any sick or injury leave disputes, there shall be established a committee of an equal number of Union and City representatives to discuss any alleged abuse of sick or injury leave prior to final resolution of any disputes.

Section 5. Perfect Attendance Stipend

Firefighters who during the period of January 1 through March 31 do not report off sick for any shift or partial shift, will be awarded a "Perfect Attendance" stipend of one-hundred dollars (\$100). Firefighters who during the period of April 1 through June 30 do not report off sick for any shift or partial shift will be awarded a "Perfect Attendance" stipend of one-hundred dollars (\$100). Firefighters who during the period of July 1 through September 30 do not report off sick for any shift or partial shift will be awarded a "Perfect Attendance" stipend of one-hundred dollars (\$100). Firefighters who during the period of October 1 through December 31 do not report off sick for any shift or partial shift will be awarded a "Perfect Attendance" stipend of one-hundred dollars (\$100). A firefighter may be awarded "Perfect Attendance" stipends for more than one period if no sick days are taken for that period. It is understood that any absence in which sickness and injury benefits are paid to a firefighter who has failed to report to work will negate the payment of this stipend. These stipends will be paid by January 31 of the following year, or at the convenience of the Clerk-Treasurer.

If a Firefighter qualifies for the "Perfect Attendance Stipend" in accordance with this section for four (4) consecutive quarters, the stipend will be increased to five-hundred dollars \$500.00 per quarter effective for the fourth quarter and shall remain at \$500.00 per quarter as long as he/she continues to consecutively qualify.

If a firefighter reports off more than one day in a Perfect Attendance Quarter, s/he will be ineligible to receive the stipend for the following quarter and until such time as he/she completes a full quarter without a call-off.

ARTICLE XIV

Fill-In Pay

Any firefighter assigned by the Fire Chief and/or Public Safety Director to officially assume ("fills-in") the responsibilities of a firefighter with a higher rank pay for a minimum of twelve (12) hours of a regular shift shall be compensated by the City at the higher pay scale for the actual hours worked for which the firefighter assumed the responsibilities.

ARTICLE XV

Fire Instructor

The City agrees to compensate no more than three (3) fire instructors a maximum of twenty-five dollars (\$25) each per month.

ARTICLE XVI

Extraordinary Circumstances

Section 1. Compensation

The Fire Chief and/or Public Safety Director may authorize additional compensation to any firefighter for actions which he determines to be above and beyond the call of duty. For purposes of this article only, such compensation may only be awarded in the form of compensatory days. Any circumstance that merits the award of such additional compensatory days shall be documented in writing with copies being placed in the employee's personnel file and also forwarded to the City of Whiting Clerk-Treasurer and the Board of Public Works within fourteen (14) days of the award.

In no way, should compensation triggered by this section, be made before all of the officials listed in the above paragraph are notified in writing.

Section 2. Two Hour Call Out Compensation

In the event that a firefighter is called out due to any emergency call out, the firefighter shall be compensated a minimum of two (2) hours pay calculated by dividing the firefighter's annual salary by 2,080 hours and multiplying that rate by 1.5. This pay is intended to compensate only those firefighters not already on shift and only for the hours actually worked outside their regularly scheduled shift at the time of the emergency.

Section 3. Minimum Compensation

Any firefighter, who must stay past the 8:00 am shift ending time for no fault of his/her own, shall be compensated per Article VI, Section 1 providing he/she is performing necessary firefighter duties. The minimum compensation in these cases will be one-half (1/2) hour. If this clause is triggered due to another firefighter arriving late for his/her assigned schedule, the late employee shall have his/her salary reduced for the time that was paid the firefighter requesting the additional compensation.

ARTICLE XVII

Hospitalization and Medical Benefits

Section 1. Coverage

The City agrees to provide hospitalization, vision, medical and prosthetic dental coverage for all firefighters and their dependents under a health plan provided by a health insurance carrier(s) that is selected by the Board of Public Works and Safety.

The City shall pay a percentage of the monthly insurance premium on behalf of full time paid firefighters for all rate categories as are selected and approved by the Board

of Public Works and Safety and the firefighters shall pay the remaining percentage of the premium.

Since the City is continually reviewing its options regarding health insurance and medical benefits and a strong possibility exists for a future increase in premiums or a change in carriers, both the City and Union reserve the right to reopen this clause of the contract to negotiate their differences. Such notice must be made in writing to all members of the Board of Public Works and Safety or the Union board. This reopening clause is only intended to include section one (1) of this article.

Section 2. Premium adjustments

If during the term of this contract, the City's contribution should cover all of a firefighter's monthly insurance premium costs, any such firefighter agrees to pay the sum of one dollar (\$1) per year towards payment on their insurance costs on the first pay period of the year.

Section 3. Retiree coverage for Firefighters hired prior to January 1, 2018

The City agrees to contribute one hundred and fifteen dollars (\$115) per month towards payment of a monthly insurance premium on a hospitalization/medical benefit plan approved by the Board of Public Works and Safety of the City of Whiting on behalf of any retired firefighter or the surviving spouse until the spouse becomes Medicare eligible.

The City also agrees to contribute up to one hundred and fifteen dollars (\$115) per month towards payment of a Medicare supplemental insurance plan approved by the City's Board of Public Works and Safety on behalf of any retired firefighter.

It is understood that any retiree who becomes eligible for Medicare shall only be eligible to enroll in a qualified Medicare supplemental insurance plan approved by the Board of Public Works and Safety of the City of Whiting.

The City also agrees to contribute up to fifty dollars (\$50) per month towards payment of a Medicare supplemental insurance plan approved by the City's Board of Public Works and Safety on behalf of any surviving spouse of a retired firefighter of the Whiting Fire Department.

Section 4. Retiree Coverage for Firefighters hired January 1, 2018 or thereafter

For firefighters hired January 1, 2018 or thereafter, the City will agree to provide the following retiree insurance benefit to eligible retirees:

A. Firefighters must have at least twenty (20) years of service with the City of Whiting and attain the age of sixty (60).

B. The firefighter will be eligible for this benefit until such time as the firefighter becomes Medicare eligible. The spouse of the firefighter will continue to be eligible for the benefit until the spouse is Medicare eligible even if the Retiree is on Medicare.

C. The firefighter will receive a monthly stipend equal to the sum of the insurance premium paid for current, active firefighters. If the retiree decides to stay on the city provided health insurance program, the stipend will be applied to the monthly premium rather than to the retiree and the retiree will be responsible for paying the same monthly percentage that an active firefighter pays for the insurance coverage.

Section 5. Voluntary Medical Flex Spending Account

Firefighters shall be eligible for a voluntary payroll deduction to establish a Medical Flex Spending Account. The Flex Spending Account is totally voluntary and will be subject to the terms and conditions of the program as established and approved by the Board of Public Works and Safety, the benefit provider and in accordance with the regulations of the Internal Revenue Service.

ARTICLE XVIII

Insurance

Section 1. Life Insurance

The City agrees to contribute One Hundred (100%) percent of the premium costs toward a Group Term Life Insurance Policy in the amount of Fifty Thousand Dollars (\$50,000.00). The City will also provide a benefit of One Hundred Thousand Dollars (\$100,000.00) to the estate of a firefighter killed in the line of duty. Firefighters shall be required to complete the requisite Group Term Life Insurance forms and shall abide by any and all conditions set for the in the terms of the policy as well as the terms and conditions established and approved by the Board of Public Works and Safety.

Section 2. Disability Insurance

The City will fund One Hundred Percent (100%) of the premium for a Long Term Disability Policy for sworn personnel of the department. The benefit shall be subject to all terms and conditions of the policy as established by the Board of Public Works and Safety or the benefit provider.

The City will agree to fund the City's portion of the PERF contribution and the City's portion of the Medical Insurance contribution for the member while the member is received Long Term Disability, until such time as the member returns to employment or begins to receive PERF Disability benefits.

Section 3. Malpractice Insurance

The City will provide the firefighter's union with verification of existing malpractice insurance coverage for firefighters and all classifications of EMT and forward any changes to the existing coverage to them in a timely manner.

ARTICLE XIX

Drug and Alcohol Statement

Section 1. Drug and Alcohol Free Workplace

The City and Firefighter's Union hereby acknowledge that the nature of the duties performed by firefighters requires, and the safety of the public demands, complete mental and physical functioning unimpaired by drug and alcohol use. Accordingly, the City and Union hereby agree to abide by the terms of the City's Substance Abuse Testing Program as approved by the Board of Public Works and Safety as a means to ensure a drug and alcohol free environment is maintained. It is understood that this program applies to all employees of the City of Whiting regardless of department.

ARTICLE XX

Wellness Initiatives

Section 1. YMCA Membership Match

Personnel shall be eligible for the reimbursement of Whiting YMCA membership fees in accordance with the terms and conditions established by the Board of Public Works and Safety and as they may be further amended.

ARTICLE XXI

Pre-Grievance Hearing Committee

Section 1. Committee Membership

The "Pre-Grievance Hearing Committee" (hereafter called the Committee) shall consist of the three (3) members: one member from the City Council Police & Fire Committee, one member designated by the Mayor, and one member designated by the union.

Section 2. Purpose of the Committee

This Committee is created as an attempt to resolve personnel issues, conflicts and contract interpretations, before a firefighter formally files a grievance. The Committee's intentions are to mediate situations that may result in additional costs to the City in time, legal expense or in decreased department morale by acting as a mediating body. In no way, will this Committee supersede the contract, any existing law nor have any authority to administer fire department policy. If the situation warrants, the Committee may recommend a proposed solution in an attempt to resolve the conflict.

Section 3. Procedures

To present an issue to the Committee, the firefighter must submit a written request to the President of the Board of Public Works and Safety, the President of the Common Council, the Firefighter's Union President and the Fire Chief and/or Public Safety Director. Committee representatives shall be designated by each party within three (3) business days of receiving the request. No issue will be heard, unless an initial attempt to resolve the conflict is made by the firefighter by discussing it with the Chief or his designee. This attempt should be documented and provided to the Committee when requested.

The Committee will make every attempt to schedule the hearing as soon as possible and where appropriate, provide a timely written response to all parties.

The firefighter may elect to bring union representation to the hearing. Since this Committee is intended to be strictly a mediating body, further representation is discouraged unless later requested by the Committee.

It is believed that since these issues are personnel related and the issues may result in discipline and or may be contract related that no violation of the "Open Door Act" occurs when this Committee meets.

Section 4. Request for Appearance

Consistent with existing City ordinance and applicable laws, the Committee may subpoena one or more persons to appear before the Committee.

Section 5. Non-Binding Judgment

It is understood, that while this Committee may recommend a proposed solution to a specific situation, conflict or disagreement, but in no way are the Committee's recommendations binding. This process is intended to be an informal proceeding before the grievance process is started. This clause should not be construed as a reason to hamper the Committee's genuine intentions of section 2 of the article.

ARTICLE XXII

457(b) Savings Plan

Each member of the department shall be eligible for participation in a 457(b) Savings Plan.

Participation is totally voluntary and is subject to the terms and conditions of the program as established by the City of Whiting Board of Public Works and Safety, the benefit provider and the Internal Revenue Service.

ARTICLE XXIII

Miscellaneous

Section 1. Union Relations

The City agrees to allow two (2) duly elected delegates one workday (24 hours) of union business leave to attend the PFFUI State Convention. Said leave shall cause no deduction in wages or other attendance penalty for these delegates.

Section 2. Emergencies

An emergency will be defined as follows;

Any fire call, disaster, crisis or event where public safety is genuinely compromised and the deployment of additional public safety personnel can genuinely reduce the risk to the public or,

An unexpected emergency where a firefighter is off sick for an extended period of time (more than 3 days) or the interim period of 2 months after a firefighter unexpectedly terminates his employment.

Section 3. Removed non-contract provisions

Any provision which was removed from the January 1, 2015 through December 31, 2017 WHITING FIREFIGHTERS LOCAL UNION NO. 969, AFL-CIO COLLECTIVE BARGAINING AGREEMENT as a non-contract issue shall be memorialized in a Memorandum of Understanding executed under separate cover by the Union and the City of Whiting Board of Public Works and Safety.

ARTICLE XXIV

Total Agreement

Notwithstanding any other agreements previously in effect, this agreement constitutes the entire agreement between the City and the Union. Except as provided by written amendment and agreed upon by the City and Union and attached to this agreement and designated as an amendment to this agreement, no verbal statements or other amendments shall supersede or vary the provisions in this agreement.

ARTICLE XXV

Preservation of Benefits

With respect to matters not covered by this agreement, the City will not seek to diminish or impair during the term of this agreement any benefit or privilege provided

by law, rule or regulation for employees without prior notice to the Union and when appropriate, without negotiations with the Union.

Both parties agree to meet in attempt to correct or resolve errors or omissions that may have occurred in the production of this document that were not intended to be revised through the collective bargaining process.

ARTICLE XXVI

Savings Clause

Should any article, section or portion of this agreement be held unlawful and unenforceable by a court of competent jurisdiction, or if any provision of this agreement is subsequently declared by the proper state or legislative authority to be unlawful and unenforceable, the decision shall only apply to the specific Article, section or portion of the section, directly specified in the decision and all other provisions of this agreement shall remain in full force and effect for the duration of this agreement. If there is any conflict between the provisions of this agreement and state statute(s), the provisions of the state statute(s) shall control.

ARTICLE XXVII

Terminal Leave

This section applies to any firefighter hired prior to January 1, 2018.

If a firefighter is eligible to retire with twenty (20) or more year service, he/she may petition the Fire Chief and/or Public Safety Director to place him/her on the pension rolls. This clause shall entitle the said firefighter to a special Mayor's Terminal Leave of twenty (20) working days. This Terminal Leave will be in addition to accumulated vacation days and must be taken in the days immediately prior to his/her retirement date.

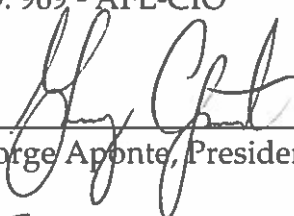
For any firefighter hired January 1, 2018 or thereafter, there shall be no Terminal Leave Benefit.

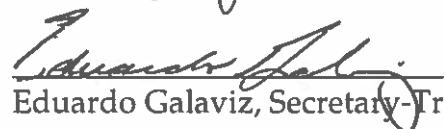
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ARTICLE XXVIII

The Firefighters Local Union No. 969 and the City of Whiting, by their duly authorized officers, and representatives, intending to be legally bound now sign this agreement this 30th day of JANUARY, 2018.

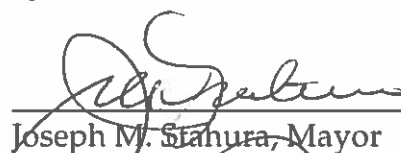
FIREFIGHTERS LOCAL UNION
NO. 969 - AFL-CIO

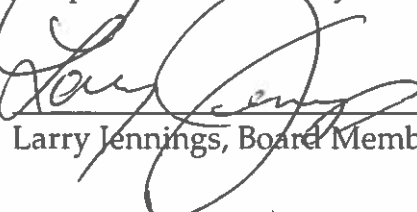

George Aponte, President


Eduardo Galaviz, Secretary-Treasurer


Brian Rancich, Vice-President

CITY OF WHITING, INDIANA
by its Board of Public Works and Safety


Joseph M. Stanura, Mayor


Larry Jennings, Board Member


Mark Harbin, Board Member

Adopted by the Firefighters
Local Union No. 969 this
30th day of JANUARY,
2018

Adopted by the Board of Public
Works and Safety this 16th
day of JANUARY, 2018.

Ratified by the Common Council of the City of Whiting this 6th day of
February, 2018.

EXHIBIT A - SALARY SCHEDULES

Fire Department

2018 Salary Schedule

<u>1% Increase</u>	<u>Bi-Weekly Pay</u>
Lieutenant	\$2,516.37
Engineer/1 st Class Firefighter	\$2,330.33
Pipeman.....	\$2,210.10
Pipeman - Probationary	\$1,763.34

2019 Salary Schedule

<u>2% Increase</u>	<u>Bi-Weekly Pay</u>
Lieutenant	\$2,566.70
Engineer/1 st Class Firefighter	\$2,376.94
Pipeman.....	\$2,254.31
Pipeman - Probationary	\$1,798.61

2020 Salary Schedule

<u>2% Increase</u>	<u>Bi-Weekly Pay</u>
Lieutenant	\$2,618.03
Engineer/1 st Class Firefighter	\$2,424.48
Pipeman.....	\$2,299.40
Pipeman - Probationary	\$1,834.58

Note: The uniform allowance was added effective January 1, 2015 to the base pay of all ranks, excepting Pipeman – Probationary.

