

**Contract Between  
Board of Public Works and Safety  
City of New Castle, Indiana  
&  
Local 1722  
Professional Fire Fighters  
AFL-CIO, CLC**



**2016**

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**PREAMBLE**

This agreement is entered into by and between the City of New Castle, Indiana (hereinafter referred to as the "CITY" or "EMPLOYER", and the members of the New Castle, Indiana, Fire Department (Local 1722, Professional Fire Fighters AFL-CIO, CLC); (hereinafter referred to as "UNION" or "EMPLOYEE").

WHEREAS, the City and Union are interested in and are obligated to protect the citizens of New Castle, Indiana, from the fear, damage, and injury resulting from fire, and to generally protect the health, comfort, and general well being of the citizens of New Castle, Indiana, and

WHEREAS, THE City and Union recognize that the Indiana laws regulate certain activities of both the City and the Union and that neither party desires to disobey or violate any such laws, and

WHEREAS, the City and the Union have decided that it would be in their respective best interest of the citizens of New Castle, Indiana, to enter into this Agreement setting forth certain obligations, responsibilities and rights of the parties hereto concerning their employment relationship.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE ONE (PERIOD OF CONTRACT)**

This contract shall take effect January 1, 2016 and shall continue in force and effect until December 31, 2016 and from year to year thereafter unless either party desiring to amend shall notify the other in writing of such intention sixty (60) days prior to expiration date of Agreement.

**ARTICLE TWO (MANAGEMENT RECOGNITION)**

The Union recognizes the statutory procedures outlining the authority of various departments, officials, and employees of the City as well as the specific rights of the Fire Chief, and the Board of Public Works and Safety to hire, discipline, transfer, promote, demote, suspend and discharge, as well as to direct the working force of the New Castle Fire Department, subject to the procedures as hereinafter set forth in Article Seven, Grievance and Arbitration.

**ARTICLE THREE (DEFINITIONS)**

1. "EMPLOYER" or "CITY" means the City of New Castle, Indiana.
2. "UNION" means the New Castle Fire Department (Local 1722, Professional Fire Fighters Association of New Castle, International Association of Fire Fighters AFL-CIO, CLC.
3. "EXECUTIVE BOARD" or Bargaining Committee means those members of the Union duly elected as officers or as members of the Bargaining Committee.
4. Employee means any member of the New Castle Fire Department except the Chief and Assistant Chief thereof.
5. Supervisor means any employee holding the rank of Chief, Assistant Chief.



6. Member means any employee who is on the membership list and is current on dues paid to the Union.
7. Grievance means an alleged violation of a clause of this Agreement or of the laws of Indiana or any misinterpretation or misapplication of the terms of this agreement.
8. Probationary employee means any employee with less than one year of service.
9. Chief means the chief of the New Castle Fire Department.
10. Commission or Board means the Board of Public Works and Safety of the City of New Castle, Indiana.
11. Immediate family means spouse, children, parents, grandparents, grandchildren, stepchildren, brother, sister, or in-laws of the same class as above set forth. For the purpose of Bereavement, pay is restricted to current family.
13. Bargain collectively means the performance of the mutual obligation of the Employer and Union to meet at reasonable times and negotiate in good faith with respect to hours, conditions of employment, and the execution of a written agreement incorporating the results of such bargaining.
14. Term of Contract shall mean the term of this Contract or any extensions or modifications thereto.

**ARTICLE FOUR (UNION RECOGNITION)**

1. The City hereby recognizes that the Union represents a majority of the Firefighters of the City. The City, therefore, recognizes the Union as the sole and exclusive bargaining agent for all members of the Fire Department (as defined in Article Three hereof) of the City in all matters pertaining to rate of pay, wages, hours of employment and other conditions of employment of said employees, and further agrees to bargain with no other such agent for said employees during life of the Agreement.
2. No employee shall be required to become a member of the Union as condition of employment or continued employment. There shall be no discrimination by either the City or Union against any employee because of membership or non-membership in the Union.
3. Upon receipt of voluntary, written, reasonable current signed authorization of members in such form as complies with the laws of Indiana, the Board shall authorize and direct the Clerk-Treasurer of the City to deduct each month from earnings of said member an amount representing his regular monthly union dues for the preceding month. Said amount shall be specified by the union and shall be remitted to said Union within five (5) days of said deduction.

It is expressly understood that neither the Board nor the Clerk-Treasurer shall be liable for any overcharge already remitted to the Union. In the event of an undercharge, the Clerk-Treasurer shall make a correction during the next succeeding pay period or periods.

The Union will indemnify the Board and Clerk-Treasurer from any or all claims or liabilities because of the deductions herein provided.

**ARTICLE FIVE (NEGOTIATIONS AND CITY-UNION BUSINESS)**

Regular conference for contract negotiations shall take place between the bargaining committee consisting of five (5) duly elected members of Local 1722 and the Board of Public Works and Safety, the Mayor, and/or their designee. An agenda of the matters to be taken up at the meeting shall be delivered to the Board of Public Works and Safety, Mayor, or designee by the bargaining committee before the end of February in the year preceding the benefit year being negotiated. The Mayor agrees to establish a time to negotiate within the next seven (7) day period.

Special conference for important matters may be arranged between representatives of the Union and the Board of Public Works and Safety or the Mayor or his designated representative. The Union representatives at such special conference shall be limited to five (5) members of the bargaining committee or five (5) ranking Local Union Officers. Upon request, the Regional Director of the Union or his regular representative may also attend.

Arrangements for such special conferences shall be made in advance with the Board of Public Works, Mayor, or his designated representative, by the chairman of the bargaining committee or the president of the local union, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

**ARTICLE SIX (ASSOCIATION BUSINESS)**

Association officers will be granted time off without the loss of pay to conduct Association business including: Grievance meetings, Contract negotiations, and State and International meetings. Whenever possible, the Association agrees to notify the Fire Chief, in writing, a minimum of five (5) calendar days in advance prior to the event date, of its officer's attending the State and International meetings. Officers not on duty will not be compensated. Overtime will be approved for no more than two (2) on duty members to meet minimum staffing.



**ARTICLE SEVEN (GRIEVANCE AND ARBITRATION)**

The City and Association agree it is desirable to resolve problems and issues informally. In the event a problem relating to provisions to this agreement cannot be resolved informally, grievances will be processed in the following manner:

- Step # 1** If the attempt to resolve the problem informally is unsuccessful the employee(s) shall submit the grievance in writing to his Assistant Chief within fifteen (15) days of the occurrence thereof, or of the employee(s) knowledge thereof. The written notice shall include the facts upon which the grievance is based, the provision of the contract he believes has been violated, and remedy sought. The Assistant Chief shall respond to the grievance in writing as quickly as possible, but no later than ten (10) working days after the grievance is first discussed.
- Step # 2** If after ten (10) days from the receipt of the Assistant Chief's reply, the grievance remains unresolved, the employee may submit written notice along with all pertinent written information including (1) a Statement of the grievance and relevant facts, (2) Specific provisions of the contract allegedly violated, and (3) remedy sought to the Fire Chief or his designee (who is at one level higher in authority to resolve the matter). A meeting with the employee, and any Association officer the employee wishes in attendance, the Fire Chief or his designee will be scheduled within five (5) days Saturday, Sunday and Holidays excluded of the receipt of written notice to review the facts of the grievance. The Fire Chief or his designee will respond to the grievance in writing within ten (10) days after the meeting.
- Step # 3** If the grievance is not resolved within ten (10) days following the response at Step #2, the grievance, along with any pertinent written information, may be submitted to the Board of Public Works and the Director of Personnel, who shall meet with the Association representatives and render a decision within ten (10) days after the close of the meeting.
- Step # 4** If the Board of Public Works' and the Director of Personnel's decision does not resolve the grievance, it may be submitted to an Arbitrator within ten (10) days following the Step #3 response according to the following prescribed manner:
- (A) A list of seven (7) Arbitrators shall be requested from the American Arbitration Service. The City and the Association will meet within seven (7) days of receiving the list and will alternately strike one (1) name from the list until only one (1) name from the list is left. The Association shall strike

the first name. The one remaining shall be the Arbitrator. One day will be allowed for the striking of each name.

- (B) The powers of the Arbitrator shall be limited to interpreting this agreement and determining if it has been violated. He shall have no authority to alter, modify, vacate, or amend any terms of this agreement, to substitute his/her judgment for that of the City in any instance where the City is exercising its operational prerogatives under this agreement, or to decide on any condition, which is not specifically treated in this agreement. The decision of the Arbitrator shall be binding on both parties. Neither of the parties shall submit any new factual information or evidence in arbitration that was not presented previously in the administrative proceedings. If prior to the arbitration hearing, either of the parties discovers new evidence not previously discussed, the parties shall reconvene to step #3 of this procedure. This meeting shall not result in delay of the arbitration hearing unless mutually stipulated.
- (C) The cost of the Arbitrator, court reporter or stenographer requested by the Arbitrator, and transcripts of the hearing furnished to the Arbitrator, shall be borne by the losing party. Each party is responsible for all costs of presenting its position to the Arbitrator.
- (D) Arbitration is at the option of the Association. The Association may seek court action in lieu of arbitration.
- (E) As an alternative to arbitration, the parties may mutually agree to grievance mediation. The Federal Mediation Service will send, at their discretion, one of their representatives to resolve the grievance. The mediator shall be sole authority in the final resolution of the grievance and both parties will be bound by his/her decision.

**Timeliness defects:**

Failure of the City, the Association or the Member to comply with the time limits of the steps of the grievance procedure will serve to declare the grievance as settled in favor of the other party and no further action may be taken under this agreement.

**Retaliation for filing:**

No punitive action will be assessed against an employee for utilizing the grievance procedure.

Any Association member on duty shall be afforded time off with pay to attend meetings between the Board of Public works and Safety and or the Mayor and such



Association member, if the date of said meeting has been agreed to in advance by such Association member and the Mayor or Board of Public Works and Safety. Additionally, any Firefighter on duty shall have time off with pay to attend any meeting between City and such Firefighter, if such meeting is specifically a part of the Grievance Procedure. Overtime will be approved to meet minimum staffing.

**ARTICLE EIGHT (NO WORK STOPPAGE)**

As the services performed by the employees covered by this Agreement are essential to the health, comfort, and general well being of the citizens of New Castle, Indiana, the Union agrees that in no event, during the term of this Agreement, will the Union or any of its members initiate, authorize, sanction, encourage, support, or engage in any strike, slow-down, or work stoppage, or cease the continuous performance of their duties.

**ARTICLE NINE (UNIFORM ALLOWANCE)**

The City of New Castle shall pay each employee a uniform allowance of 650.00. \$450.00 shall be paid in a lump sum payment, paid every July with the remaining \$200.00 reimbursed to the employee through an established voucher system.

**(LONGEVITY)**

Each employee shall also receive Longevity pay in the amount of \$28.00 per month for each three (3) years of service with the Department.

**(TURN OUT GEAR-DAMAGED/LOST IN LINE OF DUTY)**

The City agrees to pay 100% of the cost of Turn Out Gear that is damaged, lost or worn out in the line of duty. Turn Out Gear shall be defined as Helmet with face shield, Hood, Gloves, Turn Out Coat, Bunker Pants, Suspenders and Boots. Turnout Gear will be selected per attached spec sheets.

**ARTICLE TEN (VACATION)**

The City agrees that each employee with one (1) year or more of continuous service but less than ten (10) years continuous service shall be entitled to six (6) workdays off for vacation. For all employees who have been employed for more than ten (10) years, the City agrees that such employees shall be entitled to nine (9) workdays off. The six (6) days for all members will be chosen first (these days are chosen in succession), followed by the three (3) additional days (these days are chosen in succession) for members over ten years of service, according to seniority.

Additional vacation days may only be included with regular vacation time if certified to the Fire Chief and it does not interfere with the operation of the Fire Department.



In computing total working days, if the sum includes a part of a day, the employee shall receive credit for the next higher whole number. In the event a Firefighter changes or cancels vacation days, those days that come available will be filled by seniority.

It is not the intent that these day off would result in loss of pay during a (10) day work cycle.

**(SHIFT CHANGE AND VACATIONS)**

Whenever any firefighter is required to make an involuntary shift change, they shall be allowed to retain the vacation as originally scheduled if they so choose. If a firefighter makes a voluntary shift change and is not able to retain his originally scheduled vacation, he shall be given the next closest vacation available.

**(HOLIDAY PAY)**

The City agrees that each employee will receive yearly holiday pay in the amount of \$250.00 paid in a lump sum each July. This is in addition to any regular, overtime, or FLSA overtime pay received. Holiday pay shall be paid every July in a yearly lump sum payment. The holidays recognized for 2016 are:

New Year's Day	January 1
Martin Luther King Jr. Day	January 18
Lincoln's Birthday	February 12
Washington's Birthday	February 15
Good Friday	March 25
Easter	March 27
Memorial Day	May 30
Independence Day	July 4
Labor Day	September 5
Columbus Day	October 10
Veteran's Day	November 11
Thanksgiving Day	November 24
Thanksgiving Holiday	November 25
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

**ARTICLE ELEVEN (PERSONAL DAYS OFF)**

Pursuant to past policy, the City agrees that each employee shall be entitled to six (6) workdays off for Personal Days Off. It is agreed that such workdays off shall not be scheduled to coincide with the employee's vacation unless approved by the Chief, Personal Days Off are certified to Assistant Chief and shall be granted per present

practice and policy. Personal Days Off will be chosen by seniority, with three (3) being chosen at a time, in two rounds according to seniority.

In the event a Firefighter changes or cancels Personal Days Off, those days that come available will be filled by seniority.

In the event of an emergency the Chief has the ability to allow use of earned days even if it causes overtime.

Probationary employees may be given days off work for Personal Days Off, on a pro rated basis, upon successfully meeting all criteria as required during the six (6) month evaluation established by the New Castle Fire Department and Board of Works.

It is not the intent that these day off would result in loss of pay during a (10) day work cycle.

#### **ARTICLE TWELVE (20 YEAR AWARD)**

For all employees who have been employed more than twenty (20) years, the City agrees that such employees shall be entitled to three (3) additional days off. These days will be chosen in succession, by seniority, after vacation and personal days have been chosen (according to Articles Ten (10) and Eleven (11), but before attendance awards are chosen.

#### **ARTICLE THIRTEEN (INSURANCE)**

1. The City agrees to pay ninety five percent (95%) of the Blue Cross/Blue Shield Major Medical, Vision and Co-pay Prescription Plan for employees and retirees. The deductible amounts in this plan are as follows: in-network \$200.00 for single \$400.00 for a family with a max out of pocket of \$1,800.00 for a single and \$3,600.00 for a family. For out of network deductibles are \$400.00 for a single and \$800.00 for a family, with a max out of pocket at \$1,800.00 for a single and \$3,600.00 for a family. In the event the deductible should change during the life of this agreement the City agrees to add the amount to the salary line. The City agrees to continue to carry such plan or plan equal to or better than, during the term of this Contract.
2. The City further agrees to carry and pay for a twenty thousand dollar (\$20,000.00) life insurance policy on the life of each employee hereto.
3. All new hires are eligible and enrolled into the insurance program effective on hire in date

#### **ARTICLE FOURTEEN (PENSION PLAN)**

In order to improve the economic well being of the employees, the parties agree that a Pension Plan has been placed into effect, which covers all employees, and that the City will continue such Pension Plan pursuant to the laws of the State Of Indiana.



**ARTICLE FIFTEEN (UNRELATED WORK)**

No employee shall be assigned to perform any duties which are unrelated to fire fighting, fire prevention, rescue work or care and maintenance of fire equipment and apparatus, or the normal cleaning required to maintain the quarters and areas in which they are employed, or for administration of any of the foregoing.

**ARTICLE SIXTEEN (SENIORITY)**

Seniority shall consist of the relative length of cumulative service of each member of the Fire Department and shall be used in the scheduling of vacations, personal days off, and the lay off of any employee.

Two or more employees having the same hire in date for the purpose of layoff shall decide seniority priority by casting lots. When two or more employees have the same hire in date for the purpose of scheduling vacations, seniority priority shall be decided on a rotation of those employees hired on that date.

In making a decision on seniority priority (casting lots) for the purpose of layoff those present shall be Mayor, Fire Chief, Union President, one (1) additional Union Member and the Firemen involved in the layoff.

**ARTICLE SEVENTEEN (SALARY AND ECONOMIC ISSUES)**

The parties agree that the amount of employees salary and other economic issues shall be subject to negotiations under the provisions of this Agreement and that each part shall begin to negotiate on such matters on or before April 1st of the year prior to the expiration of this Agreement, so Agreement can be reached by the parties prior to the budget deadlines set by state law.

For the year 2016 employees will be;

**2016 SALARY STRUCTURE**

Captains	\$1,712.00 Bi-weekly
First Lieutenants	\$1,632.00 Bi-weekly
Engineers	\$1,568.00 Bi-weekly
First Class Fire Fighters	\$1,505.00 Bi-weekly
Probationary Fire Fighters	\$1,371.00 Bi-weekly
Battallion Chiefs	\$1,755.00 Bi-weekly

EXTRA DUTY PAY – BI WEEKLY

Operations Officer	\$28.85 bi weekly
Clerical Record	\$15.38 bi weekly
Mechanic	\$28.85 bi weekly
Safety Officer	\$28.85 bi weekly
Purchasing Officer	\$28.85 bi weekly
Hazardous Material/WMD Technicians (1 per shift)	\$28.85 bi weekly
(State Certification required)	

The City agrees to specialty pay for maintaining EMS certifications in the following amounts: \$23.00 Bi-Weekly for EMT-B Certification and \$27.00 Bi-Weekly for EMT-A Certification.

**ARTICLE EIGHTEEN (SICK LEAVE)**

When a Firefighter is absent from work due to sickness or injury he shall at the request of the Chief every three (3) working days submit proof of his disability with a report from his personal physician.

A Firefighter absent from work shall receive his regular pay if due proof of his disability is certified to the Chief by a decision from a physician, until such time the Firefighter is placed on temporary or permanent disability pension. Any Firefighter absent from work due to sickness or injury must meet his Doctors approval when working or participating in outside activities. (Example working in a light duty assignment)

**ARTICLE NINETEEN (REINSTATEMENT AFTER DISABILITY)**

- A. When a Firefighter's absence from work is due solely to disability resulting from sickness or injury and due proof of the disability is given to the Chief, he shall return to work provided he passes a medical examination if the Chief requests, and the Firefighter presents to the Chief a physicians report of proof of his condition or ability to perform available work. If the disposition made as the result of any such examination is not satisfactory, the Firefighter may ask to discuss the matter with his Union Representative and the Chief, the Chief will arrange for him to do so. If a grievance on the matter is submitted, it may be referred to Step #3 of the grievance procedure. The Union may then take the grievance up with the Mayor. In proper cases, the parties may select an independent physician to resolve conflicting medical findings of the employee's personal physician and the City's physician with respect to determining the employee's ability to perform the duties of the available work. The selection of an independent physician by the Mayor and the Union will be made within two (2) working days from the date the matter was referred to the Mayor. Cost will



be paid by the City. The decision of the independent physician shall be final and binding on the City, the employee involved and the Union.

- B. If a Firefighter claims he is unable to perform the duties of the available work and the Chief disputes that claim, the issue shall be submitted to an independent physician, provided consultation between the employee's personal physician and the City physician or physician's acting for the City does not resolve the conflicting medical findings.

The independent physician shall be selected by the Union and the City within two (2) working days from the date the dispute arose. The employee shall submit to a physical examination by the independent physician who shall submit a written report of his findings and conclusions. Costs of such examination shall be paid by the City. The decision of the independent physician shall be final and binding on the City, the employee involved and the Union. Should the Union and the Mayor fail to agree on an independent physician a specialist will be selected by the City's physician and the employee's personal physician.

Article Nineteen is pursuant to and to not conflict with State Pension Laws.

#### **ARTICLE TWENTY (BEREAVEMENT LEAVE)**

Each employee shall be entitled to bereavement leave with pay for death of a member of the employee's immediate family. Bereavement leave and pay shall consist of the day of death and the four (4) calendar days immediately following. Bereavement shall not be cumulative.

It is not the intent that these days off would result in the loss of pay during a ten (10) day work cycle without the employee's consent.

#### **ARTICLE TWENTY-ONE (WORKWEEK)**

The employee workweek shall not exceed an average of fifty-six (56) hours in any calendar week and shall be worked on the basis of twenty-four (24) hours work, twenty-four (24) hours off work, twenty-four (24) hours work, twenty-four (24) hours off work, twenty-four (24) hours work and then four (4) days off. For the purposes of overtime calculation, workweek shall be 55 hours.

2013 Contract

#### **(EMERGENCY/FORCED CALL IN PAY)**

In the event that any firefighter is called to work while off duty, for a second alarm or other emergency situation, he shall be allowed to stay on duty and be paid for a period of at least four hours. In the event this emergency does not last four hours, the firefighter shall be given the option of leaving or staying the four minimum. If the firefighter leaves, his call in pay will stop at that time. This option may be



exercised when the Fire Chief or his representative declares that the services of off duty firefighters are no longer needed.

Overtime that is emergency in nature (i.e. 2<sup>nd</sup>, 3<sup>rd</sup> alarm) will be paid at time and a half rate. This will not apply to a firefighter that has a sick day or disciplinary time in that pay period.

Forced overtime will be paid at time and a half rate. This will not apply to a firefighter that has a sick day or disciplinary time in that pay period.

#### **ARTICLE TWENTY-TWO (EMPLOYER ACTIVITIES)**

The city agrees not to engage in the following practices:

1. Interfere with, restrain or coerce employees in the exercise of rights granted in this Agreement.
2. Terminate, interfere or assist in the formation, existence or administration of any employee organization or contribute financial support to any such organization.
3. Encourage or discourage membership in the Union by discrimination in hiring, termination, promotion, training or other terms or conditions of employment.
4. Discharge or discriminate against any employee because he has filed any affidavit, petition, grievance, or complaint, or given any information or testimony alleging violations of this Agreement or because he has formed, joined or chosen to be represented by the Union.
5. Discrimination against any employee because of sex, color, creed, age, national origin, association, or non-association or affiliation, or discriminate in the application or interpretation of the provisions of the Agreement.
6. The City further agrees that employee files shall not be made available to any person or organization other than the employer and employee unless such information is obtained under proper legal procedures.
7. The City shall not engage in any activity that will deprive any employee of liberty or property without due process of law or deny any employee of equal protection by the laws.

#### **ARTICLE TWENTY-THREE (RULES AND REGULATIONS)**

The Union acknowledges that it is the function of the employer to establish, enforce and amend from time to time, departmental rules and regulations. New rules and regulations, or changes to existing policy shall be provided to the union in printed form, on department letterhead, signed by the chief, signed and date received by the Union and posted in all stations at least fourteen (14) days in advance of taking effect, excepting when safety or emergency conditions warrant more immediate action (in which case the matter shall be subject to the grievance procedure).



The Union agrees that its members shall comply with all Fire department rules and regulations, including those relating to conduct and work performance. The City agrees that departmental rules and regulations that affect working conditions and performance shall be subject to the grievance procedure.

**ARTICLE TWENTY-FOUR (PERSONAL ARTICLES)**

The City shall repair or replace eyeglasses broken or lost in the line of duty as certified by the Fire Chief, but shall not pay for re-examination. The City shall furnish and repair or replace as needed, prescription SCBA face pieces. The City will pay only the employees cost if covered under an insurance program.

**ARTICLE TWENTY-FIVE (PREVAILING RIGHTS)**

All rights, privileges, and working conditions existing at the present time, by the Firefighters, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of the Agreement unless agreed upon by the City and Local 1722.

**ARTICLE TWENTY-SIX (UNIFORM REGULATIONS)**

All members of the New Castle Fire Department shall replace uniforms when needed. Any employee failing to do so, will be given ten (10) days to show proof that needed items are on order. Failure to do so will result in disciplinary action.

**ARTICLE TWENTY-SEVEN (PROBATIONARY PERIOD)**

To enable the City to exercise sound discretion in filling positions within the Fire Department, no appointment or employment as a First Class Firefighter shall be deemed final and permanent until after the expiration of a period of one (1) year's probationary service. During said probationary period the City may terminate the employment of such employee, however, the City may not deny said employee any of the rights or benefits to which he may be entitled under the provisions of the State Firefighters Pension Law.

**ARTICLE TWENTY-EIGHT (DURATION, AMENDMENT, SAVINGS CLAUSE)**

This Agreement shall continue from the date of signing unless amended or modified by mutual agreement of the parties. Any such amendment or modification must be in writing and signed by the parties hereto.

If the provisions of this Agreement, or application thereof, to any person or circumstances, are held unconstitutional or otherwise invalid, the remaining provisions of this Agreement shall not be affected thereby. Any benefits previously granted by the City to the Employees shall be continued unless excluded by the Agreement, or changed by future negotiations.

The waiver of any breach or condition of this Agreement by either the City or the Union shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

The Board of Public Works and Safety, or its designees, shall have the exclusive right to visit the premises of the Fire Department for that purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the function of the department.

**ARTICLE TWENTY-NINE (MEDICAL RESPONSES)**

Whenever possible, medical responses will be made in rescue vehicles by department members with 1st Responder Training. Firefighters and Fire Engines will only be used when Rescue Units are not available.

**ARTICLE THIRTY (ATTENDANCE AWARD)**

Each member who works from January 1<sup>st</sup> to April 30<sup>th</sup>, May 1<sup>st</sup> to August 31<sup>st</sup>, and/or September 1<sup>st</sup> to December 31<sup>st</sup> without using any sick shifts or days during one or all of those periods will be awarded one shift off per period with pay. The Chief of the New Castle Fire Department will schedule these days off, it shall not be counted towards any payment of overtime, and it shall be paid at the prevailing straight time rate of the rank held.

The scheduling of these awarded days off bonus will not result in any overtime payment to the New Castle Fire Department. It is not the intent that the scheduling of these days off would result in the loss of pay during a ten (10) day work cycle without the employee's consent.

The five rounds of scheduling will be made before the scheduling of this attendance award. This award is not accumulative and must be taken in one of the succeeding periods following the period it was earned. Attendance awards earned on December 31<sup>st</sup> must be taken in the following calendar year. All attendance awards are taken after the five rounds of scheduling.

**ARTICLE THIRTY-ONE (ELECTRONIC EQUIPMENT)**

The City will accept the responsibility and ownership of the following items that are located in each of the three fire stations, televisions (TV), video cassette recorders (VCR), and microwave ovens, refrigerators, stereos, clocks, lamps, toasters, coffee makers etc.

The City at its discretion will maintain by repairing or replacing those items that become inoperable with items of equal value. The Chief will maintain an inventory of these items as with all city property. Any employee destroying, defacing, or damaging these items will be subject to disciplinary action as per present policy.

**ARTICLE THIRTY-TWO (TRAINING MEMO)**

The City and Association agree that all members will have equal access to Fire/EMS training that is considered beneficial to the City of New Castle Fire



Department, pending funding availability. Training will be posted in a timely manner by the Chief or Assistant Chief.

Request to attend will be in written form, the Chief and member will retain a copy of the request. All requests must contain the date requested, description of the course, cost and location of the class to be conducted. The City will pay fees in advance if required otherwise; the member will be reimbursed for the cost of the training after submitting proof of completion.

Overtime will be approved for no more than two (2) on duty members. On duty members must complete their shift to receive full pay. On duty members must have approval from the Chief for overnight stays.

**Weather Limitations to Training:** In order to preserve the health and safety of firefighting personnel, no outdoor training will be performed when the temperature is above 90 degrees Fahrenheit or when the heat index is above 90 degrees Fahrenheit or when the temperature is below 32 degrees Fahrenheit or the wind chill is below 20 degrees Fahrenheit. The temperature restrictions do not apply to drivers training provided the cooling/heating systems are operable in the vehicles being utilized for training.

This in no way limits the performance of regular duties including but not limited to station duties, occupancy inspections, facility tours, and fire prevention activities.

Training outside these limitations may be allowed as not to hinder the reception of federal and/or state funded training.

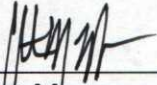
SIGNATURE PAGE

New Castle Fire Department, Local 1722  
Professional Fire Fighters Association of  
New Castle, Indiana, International  
Association of Firefighters (AFL-CIO)

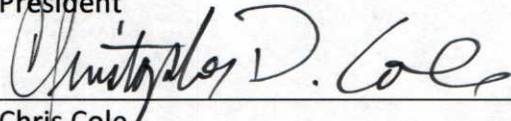
New Castle, Indiana  
Board of Public Works and Safety

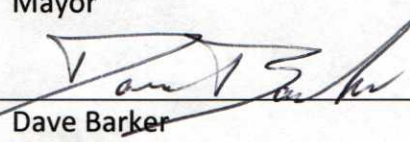
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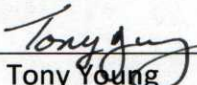
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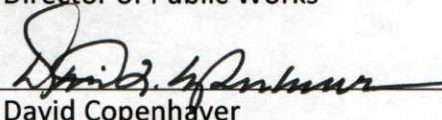
  
Clint Moore  
President

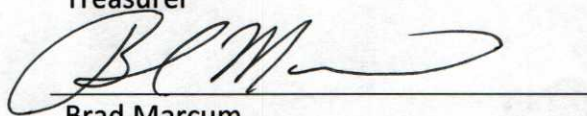
  
Greg York  
Mayor

  
Chris Cole  
Vice-President

  
Dave Barker  
Director of Public Works

  
Tony Young  
Treasurer

  
David Copenhaver  
City Attorney

  
Brad Marcum  
Secretary