

Agreement

Between

The Town of Whitestown

And

Boone County Professional Firefighters

International Association of Firefighters Local 5195

Effective

January 1, 2024 at 0800 – December 31, 2026 at 2359

Table of Contents

Article I – General Terms.....	4
Section 1 – Duration.....	4
Section 2- Severability	4
Section 3- Minimums Only	4
Section 4 – Uniformity	4
Article II – Recognition	4
Article III – Union and Town Rights and Obligations.....	5
Section 1 – Union Rights	5
Section 2- Town Rights	6
Section 3- Strikes and Lockouts.....	7
Section 4 – Grievance Procedure	7
Article IV – Miscellaneous	8
Section 1 – Safety.....	8
Section 2 – Minimum Staffing	9
Section 3 – Overtime.....	9
Section 4 – Call-back Definition.....	9
Section 5 – Fitness Facility	9
Section 6 – Physical Work Performance Evaluation.....	9
Section 7 – Promotions	10
Section 8 – 2 Hour Minimums	10
Article V – Terms and Conditions of Agreement.....	10
Section 1 – Funding.....	10
Article VI – Compensation	10
Section 1 – Base Pay	10
Section 2 – Annual Specialty Pay	11
Section 3 – Ride Out Pay	11
Section 4 – Longevity Pay	11
Section 5 – Pension contribution.....	12
Section 6 – Holiday Pay	12
Section 7 – Vacation Day Cash-out.....	12
Section 8 – 457 Match contribution	12

Section 9 – Retiree’s insurance	12
Signatures of Agreement.....	14
Appendix A	15

Agreement

This agreement (“Agreement”) is entered into by and between the Town of Whitestown, Indiana (“Town”), by and through the Whitestown Town Council (“Council”), and the Boone County Professional Firefighters- International Association of Firefighters, Local 5195 (“Union”), represented by its President, District Vice President, and Secretary / Treasurer. This Agreement is not and shall not be construed as a collective bargaining agreement for the purposes of federal or state labor laws or otherwise.

Article I – General Terms

Section 1 – Duration

Upon its proper execution by all parties hereto, this Agreement shall take effect on January 1, 2024 at 0800 and remain in effect until 2359 on December 31, 2026. This Agreement shall remain in full force and effect unless either party desiring to amend this Agreement shall notify the other in writing. Parties agree to begin good faith negotiations on a future agreement no later than July 2026. If a new agreement is not executed before the end of this Agreement, then this Agreement shall remain in effect until a new agreement is executed by the parties hereto.

Section 2- Severability

In the event that any provisions of this Agreement are found to be inconsistent with State or Federal statutes or laws, as may be amended, the provisions of such statutes or laws shall prevail; and if any provisions herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect. The parties hereto agree to notify the other of any ruling in that regard.

Section 3- Minimums Only

The terms of this Agreement are intended to cover only minimums in hours, working conditions, and other employee benefits. The Town may, in its discretion and subject to applicable laws, implement, retain, eliminate, or reduce then in effect superior wages, hours, working conditions, and other benefits.

Section 4 – Uniformity

Reserved.

Article II – Recognition

For purposes of I.C. 36-8-22, the Town recognizes the Union as the exclusive recognized representative agent for members of the Whitestown Fire Department (“Department”), so long as the Union maintains the support of the majority of those firefighters as evidenced by the outcome

of the procedures provided in I.C. 36-8-22-1, *et seq* Members of the Department holding the rank of Deputy Chief or below shall hereinafter be individually referred to as “Employee” and collectively referred to as “Employees,” and the group of Employees represented by the Union as their exclusive representative shall hereinafter referred to as “Representative Unit”. If the Town questions whether the Union has support if the majority of the Employees in the Representative Unit, it may use the procedures provided in I.C. 36-8-22-1, *et seq.* to determine if exclusive representation is still appropriate.

Article III – Union and Town Rights and Obligations

Section 1 – Union Rights

- A. Payroll Deduction. Upon receipt of a voluntary, written, current, signed authorization in such form as acceptable to the Town and as complies with the laws of the United States and the State of Indiana from an Employee covered by this Agreement, except where otherwise prohibited or restricted by law and unless revoked by the Employee, the Town shall deduct from each paycheck of such Employee an amount representing his/her Union dues as indicated in the current authorization form. The Town shall remit such monies, together with the appropriate records, to the Union or its designated official. In the event the Town fails to collect the full amount of dues, the Town will collect an additional amount from future pay of the employee until the Union is made whole, provided that the Town has the consent of the Employee and except where prohibited or restricted by law. In the event of an overcharge already remitted to the Union, the Town will reduce the next deductions owed by the Employee until the balance is correct. The Union shall indemnify the Town and hold it harmless from any or all claims or liabilities which arise under or pursuant to this paragraph. Notwithstanding the above, payroll deduction may not be taken by the Town without the written authorization of the employee.
- B. Union use of Town property. The Town shall allow Union meetings to be held in Town buildings at times and locations agreed to by the Fire Chief (“Chief”) and as available so long as the Union presents such request at least 48 hours in advance. The Union will be responsible for the care and security of the building during such meetings. .
- C. Non-Discrimination. Neither the Town nor the Union shall make any regulation affecting the right of any Employee or Employees to join, or refrain from joining, the Union or any other lawful employee organization; provided that the Town shall retain the full right to control its employees actions, property, and equipment during work hours and to control the use of the Town’s premises.
- D. Voting. Union and members of the Union shall be allowed use of the fire stations to hold elections for the Union and its’ representatives at times and locations agreed to by the Chief and as available so long as the Union presents such request at least 48 hours in advance.
- E. Union Time. Employees elected to represent the Union shall be granted time, not to exceed a combined total of four hundred eighty (480) hours annually (to be divided as needed) to perform, without loss of pay, Union functions such as, attendance at

meetings, conventions, seminars, and conferences. In addition, the Town will allow the President of Local 5195 or his designee time off without loss of pay to attend scheduled discipline related meetings, or to negotiate the terms of this Agreement. Such requests must be presented to the Chief for approval and may be limited based upon manpower or staffing concerns.

- F. Member Representation. When a member of the Union (“Member”) is interviewed, formally or informally, in an internal employment investigation regarding a matter that might lead to disciplinary action against an Employee, if that Member requests a Union representative, except in the case of an emergency or a need to immediately preserve facts or evidence, all questioning will cease for a reasonable time (not to exceed 24 hours) until a Union representative (selected by the Union) can be present. This requirement does not apply to any criminal investigation.
- G. Kelly Days. Employees shall have specific days off, known as “Kelly Days,” for the duration of this Agreement as and to the extent materially provided in the version of General Order 1.06 existing at the date of execution of this Agreement, a copy of which is attached in Appendix A.
- H. Education Leave. Employees shall have the right to submit for education leave for the duration of this Agreement as and to the extent materially provided in the version of General Order 4.03 existing at the date of execution of this Agreement, a copy of which is attached in Appendix A.
- I. Funeral Leave. Employees shall have the right to utilize funeral leave for the duration of this Agreement as and to the extent materially provided in the version of General Order 4.04 existing at the date of execution of this Agreement, a copy of which is attached in Appendix A..
- J. Vacation Days. Employees shall earn vacation time and utilize such for the duration of this Agreement as and to the extent materially provided in the version of General Order 4.05 existing at the date of execution of this Agreement, a copy of which is attached in Appendix A.
- K. Trade Days. Employees shall have the right to trade shift days with other members for the duration of this Agreement as and to the extent materially provided in the version of General Order 4.06 existing at the date of execution of this Agreement, a copy of which is attached in Appendix A.
- L. Sick Leave. Employees shall have the right to utilize days off when they or a family member are sick for the duration of this Agreement as and to the extent materially provided in the version of General Order 4.09 existing at the date of execution of this Agreement, a copy of which is attached in Appendix A.

Section 2- Town Rights

- A. Except as provided in this Agreement, the Union recognizes the right of the Town to operate its affairs in all respects. The Union agrees that it is the exclusive right of the Town to; maintain order, discipline, and efficiency in the operations of the Department; hire, direct, transfer, promote, discharge or otherwise discipline Employees in accord with law; operate and manage the work of the Department, and; allocate personnel

through the bid system, fire apparatus, fire stations, and other resources in a manner the Chief believes is reasonable and in the best interest of public safety personnel.

- B. The Union recognizes the exclusive right of the Fire Chief to establish rules and procedures, from time to time, as approved by the Whitestown Fire Board.
- C. The Town and the Chief have the exclusive right to schedule overtime work as required in the manner most advantageous to the Town, consistent with the applicable provisions of this contract.
- D. The Town and its Boards and the Chief shall retain all rights and authority to which by law they are entitled, limited by the terms and conditions set forth in this Agreement.

Section 3- Strikes and Lockouts

As the service performed by the Employees covered by this Agreement are essential to the administration of the Department and to the welfare of the public dependent thereon, neither the Union nor any member of the Representative Unit covered by this Agreement shall initiate, authorize, sanction, encourage, support, or engage in any strike, which includes but is not limited to a slow-down, concerted job action, work stoppage, "sick-out", or cease the continuous performance of their duties (hereinafter described collectively as "Strike"). The Town agrees that no lock out shall take place during the term of this Agreement.

The Union acknowledges that any Strike threatens irreparable harm to the public justifying temporary and preliminary injunctive relief. The Union shall not be held liable under this Agreement for a Strike, provided that the Town has notified the Union of the Strike and the Union met its following duties:

- A. The Union will, within 24 hours of notification from the Town, publicly disavow such Strike by posting notices in each fire station stating that the Strike is unauthorized by the Union
- B. The Union will, within 24 hours of notification from the Town, order its Members to return to work
- C. The Union, its officers and representatives, will use every reasonable effort to prevent or terminate such Strike.

Section 4 – Grievance Procedure

Should any employee or group of employees covered by this Agreement feel aggrieved concerning wages, hours, or condition of employment, which wages, hours, and conditions are controlled by this Agreement, or by regulations or policies enacted in accordance with this Agreement, or concerning any matter or condition arising out of employee-employer relationship including any claim of unjust discrimination and any matter or condition affecting his/her or their health and safety; adjustment shall be sought as follows:

- A. It shall first be the responsibility of said employee or said group of employees within twenty one (21) calendar days after said employee or group of employees becomes aware, or should have become aware of the occurrence or the event or circumstances

giving rise to the grievance to seek relief from their immediate superior in charge of their duty assignment.

- B. In the event that a deadline falls on a Saturday, Sunday or Town holiday, the deadline shall move to the next regular business day.
- C. If such grievance is not resolved to the satisfaction of said employee or said group of employees within seven (7) calendar days that the grievance is submitted to the immediate superior, the problem shall be placed in writing by the individual or group and they shall submit the grievance to the Chief no later than fourteen (14) calendar days from the date the grievance is first presented to the immediate supervisor.
- D. Within seven (7) calendar days following submission of the grievance to the Chief, the Chief shall determine whether he believes the grievance does or does not have merit in a written decision.
- E. If such grievance is not resolved to the satisfaction of said employee or said group of employees by the Chief, the grievance may be appeal to the Whitestown Fire Board within seven (7) calendar days that the Chief's decision is issued. The Whitestown Fire Board will issue a final decision following written submissions from said employee or said group of employees and the Town in accordance with deadlines established by the Whitestown Fire Board. The Union and Town agree that the decision from the Whitestown Fire Board is final and binding.
- F. The Union and Town agree that any matter not timely raised under this procedure shall be deemed forfeited or waived by the employee and Union.

This provision does not apply to any Strikes that may occur under Article III, Section 3.

Article IV – Miscellaneous

Section 1 – Safety

- A. The Department shall maintain and keep in effect through the term of this Agreement, a Health/Safety Committee for reviewing departmental accidents, injuries, job-related safety complaints, protective gear and equipment issues, or any other safety-related areas. The Health/Safety Committee shall make recommendations to the Chief concerning safety issues. The Health/Safety Committee shall allow for Union Representation with at least one Executive Member of the district occupying a seat.
- B. The Department and its Employees covered by this Agreement shall comply with applicable Federal, State, and Local laws and Department policies concerning safety and health. The Department shall make reasonable provisions for the safety and health of its Employees during their hours of employment in compliance with applicable laws and regulations. In this regard, the Union and Employees realize that they have a joint responsibility to cooperate in maintaining safe practices in the Department. In addition, it is the responsibility of each Employee to operate vehicles, machinery, and equipment in a safe manner.
- C. The Department may summarily discipline or prohibit an Employee from acting or operating in an unsafe manner. However, no reduction in rank, grade, or pay will be

made without following the appropriate disciplinary policies of the Department and Indiana law.

- D. All accidents, regardless of their severity, must be immediately reported to an Employee's supervisor for review in accordance with the Department policies and procedures.

Section 2 – Minimum Staffing

The Department will “call back” Employees or mark apparatus out of service if staffing falls below three (3) Employees on a fire engine, three (3) Employees on a ladder truck, or two (2) Employees on an ambulance. This minimum staffing requirement may be suspended in the event of a documented and bona fide emergency as determined by the Chief, in his/her sole discretion, after consultation with the Union President or the highest-ranking available Union officer. The determination of an “emergency” in this Section shall be done in good faith and shall not be arbitrary or capricious.

Section 3 – Overtime

A “call back” shall be voluntary unless an emergency is declared by the Chief, Town Council President, or the Town Manager and may include alteration of the normal work schedule. “Call back” time shall be paid at a rate of time and one half of the Employee's regular hourly rate.

Section 4 – Call-back Definition

As used in this Article, “call-back” means requesting or requiring an Employee to work hours in addition to the Employee's scheduled hours, and “off-duty” means the time other than an Employee's regularly scheduled working hours or vacation.

Section 5 – Fitness Facility

The Department shall provide facilities and equipment to allow employees to maintain physical fitness at each fire station or provide access to physical fitness facilities. Decisions related to the location of the fitness facilities, as well as the type of and replacement of fitness equipment, are within the sole discretion of the Chief.

Section 6 – Physical Work Performance Evaluation

The Whitestown Fire Department Firefighter Work Performance Evaluation (WPE), as designed and implemented by the Chief, will measure an individual's ability to physically perform essential functions required to execute the duties of a firefighter. The Whitestown Fire Department has established a minimum level of acceptable performance that protects the safety of the employee and provides a measure of an individual's physical ability to perform the essential, job specific functions required to effectively execute the duties of an EMS provider. The WPE is not intended

to be used for punitive purposes, but rather to help identify areas of physical limitation or deconditioning that could place personnel at increased risk for injury while performing their duties. General Order 5.19 shall be Department policy as determined through the Department's customary, third-party-validated processes. Nothing herein shall restrict the Town's authority to otherwise evaluate and determine the fitness for duty of any Employee, including but not limited to disciplining or terminating the employment of any Employee within the procedures and requirements of applicable law.

Section 7 – Promotions

The Department's officer structure shall consist of one (1) promoted Captain or Lieutenant per piece of fire apparatus per shift. Any vacancies in these positions will be filled through the Department's promotions process, as amended from time to time, and the timing of promotions is established by the Chief based upon the needs of the Department.

Section 8 – 2 Hour Minimums

Anytime an employee is required to come in off duty for training, meetings, etc. those employees shall be paid for at least a 2-hour minimum. In the event of a cancellation, 2-hour minimum will still be in effect for the impacted employee or employees.

Article V – Terms and Conditions of Agreement

Section 1 – Funding

Where this Agreement requires the appropriation of funds by the Whitestown Town Council to effect the carrying out of any provision of this Agreement, those provisions are subject to such councilmanic appropriations. Should such appropriations not be made, the parties agree to engage in good faith negotiations to revise this Agreement as required.

Article VI – Compensation

Section 1 – Base Pay

Employees covered by this agreement will receive base pay adjustments in 2024, 2025, and 2026 for the following positions and according the following schedule

	2024	2025	2026
Probationary	\$57,200.00	\$60,000.00	\$62,000.00
2 nd Year	\$65,200.00	\$68,400.00	\$70,500.00
Base	\$73,000.00	\$76,000.00	\$79,000.00
Lieutenant	\$80,000.00	\$83,500.00	\$86,500.00
Captain	\$85,000.00	\$88,500.00	\$91,000.00
Battalion	\$90,000.00	\$93,500.00	\$96,000.00

Civilian Medic	\$70,000.00	\$73,000.00	\$76,000.00
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The parties hereto agree that should the Consumer Price Index for all Midwestern Wage Earners (“CPI-W”) independent of seasonal adjustments, as reported by the Bureau of Labor Statistics of the United States Department of Labor for the previous calendar year fluctuate plus or minus 2% from the cost of living adjustment percentage increase in the schedule above, they shall return to the negotiating process to consider a more appropriate COLA. The Town agrees to promptly consult with the Union, upon request, regarding changes made to an Employees working conditions and/or standards. However, subject to Article VI of this Agreement, the salary, vacation, and sick leave benefits in effect for Employees pursuant to this Agreement shall not be reduced without the mutual consent of the Town and the Union, unless where the Town presents document financial reasons justifying such reductions.

Section 2 – Annual Specialty Pay

Annual Specialty Pay for Employees covered under this Agreement shall be as follows:

	2024	2025	2026
Paramedic	\$5,000.00	\$5,300.00	\$5,600.00
Engineer	\$3,700.00	\$3,800.00	\$4,000.00

Such pay is divided by the number of pay periods and paid out during the year in which it is earned, so long as the employee is employed with the Town.

If other positions are created while this contract is in full effect, then those positions will have a negotiated rate.

Section 3 – Ride Out Pay

A firefighter that fills in for an Engineer shall receive \$2.00 per hour ride out pay, addition to all other forms of compensation.

A firefighter that fills in for an officer shall receive \$2.50 per hour ride out pay, addition to all other forms of compensation.

An officer that fills in for a Battalion Chief shall receive \$3.50 per hour ride out pay, addition to all other forms of compensation.

Section 4 – Longevity Pay

Sworn firefighters and applicable civilian personnel shall only receive longevity pay after 5 years of completed service and each subsequent year. Longevity shall be paid at the rate of .75% of the

base salary multiplied by the number of completed years of service, until 20 years of service. For example, 2024 longevity pay of an employee paid the base salary and with five years of service would receive longevity pay in 2024 of \$2,737.50.

Such pay is divided by the number of pay periods and paid out during the year in which it is earned, so long as the employee is employed with the Town.

Section 5 – Pension contribution

The Town shall maintain membership in good standing in the Indiana Public Retirement System, 1977 Police Officers and Firefighters Pension and Disability Fund. The Town shall pay 100% of the employee's contribution rate of the department's certified salary for participating members. Where applicable, the Town shall maintain membership in good standing in Civilian INPRS, and the Town shall pay 100% of the applicable employee's contributions for members participating in Civilian INPRS funds.

Section 6 – Holiday Pay

Each employee who is required to report to work on a declared holiday, whether on a scheduled or an unscheduled basis, shall receive \$250 per shift premium pay. Beginning in 2026, the holiday shift premium shall increase to \$300 per shift pay.

Section 7 – Vacation Day Cash-out

To the extent permitted by applicable laws and regulations, starting June 1, 2024 or once an applicable procedure is in place, whichever is sooner, any employee who does not utilize all of their vacation days may elect to have up to 96 hours of earned vacation time as an employee-elective contribution into the employee's account in the Town's 457(b) plan or Health Savings Account in an amount equaling the employee's hourly rate multiplied by the number of hours elected by the employee for the deferral. The employees shall be responsible for ensuring compliance with any contribution limits for the elected accounts.

Section 8 – 457 Match contribution

Starting January 1, 2025 the Town will contribute up to 3% of what an employee contributes per pay to the employee's account under a 457(b) plan.

Section 9 – Retiree's insurance

The Union and the Department commit to engage in good faith negotiations regarding retiree's insurance during the negotiations in 2026 to renew this Agreement.

Signature page follows

Signatures of Agreement

APPROVED and signed as of this ____ day of _____, 2023

Town of Whitestown, Indiana

Boone County Professional Firefighters-
International Association of Firefighters,
Local 5195

Eric Nichols, Town Council President

Christopher Elett, Whitestown DVP

Town of Whitestown, IN

Local 5195 Whitestown District

Appendix A