Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: October 10, 2023

☐ Consent Agenda Item

☒ New Item for Discussion

☐ Previously Discussed Item

☐ Miscellaneous

ITEM #: 2

INITIATED BY: Chad Knecht

☒ Information Attached

☐ Bring Paperwork from Previous Meeting

☐ Verbal

☐ No Paperwork at Time of Packets

THE CITY OF
NOBLESVILLE
EST. 1823

TO: Board of Public Works and Safety

FROM: Matt Light, Deputy Mayor
CC: Chad Knecht, Director of Public Safety
Jeff Spalding, CFO and Controller
Holly Ramon, Human Resources Director
Matt Mitchell, Fire Chief
Jon Hughes, City Attorney

RE: Meet and Confer Agreement with Fire Fighters Local 4416
DATE: October 4, 2023

On behalf of Mayor Jensen, we present the attached Meet and Confer Agreement for your review and consideration.

We believe the proposed agreement provides fair and appropriate modifications regarding compensation, working conditions, and terms of employment to support the important work of the Noblesville Fire Department and allows us to remain competitive for talented and dedicated fire fighters and emergency medical personnel.

We appreciate the candid, constructive, and good faith negotiations throughout the process and commend Jim Butts, John Huseman, Travis Lee, and their Local 4416 colleagues for their advocacy on behalf of their members and on behalf of public health and safety in our community.

As with the 2022-2023 agreement, we are again proposing a two-year agreement covering 2024 and 2025. Key changes and features in this agreement include:

- $984,000 in annual compensation increases for sworn fire fighters
  - 8% compensation increase for most sworn fire fighter ranks
  - 9.5% compensation increase for first class fire fighters
- Conditional agreement to fund a 2025 compensation increase between 4% and 8% depending on how actual revenues compare to revenue projections in fiscal plan

    - If revenues are at 100% of projections, the 2025 increase would be 6%
- Adjusts incentive pay for technical positions (HAZMAT coordinator, dive team coordinator, fitness coordinator, tactical rescue team) to be 2.5% of first class firefighter pay (instead of a flat dollar amount of $1,500)
- Adjusts incentive pay for Paramedics to be 9% of first class firefighter pay (instead of a flat dollar amount of $5,500)
- Adjusts holiday pay to provide additional 45% of first class firefighter pay for working a holiday (instead of a flat rate of $11.00/hour)
- Makes other corresponding adjustments and corrects inconsistencies and administrative issues identified from previous agreements

Importantly, this agreement makes Noblesville more competitive from a **Pension Base** perspective, which is a significant consideration in recruiting and retention efforts.

In 2023, Noblesville Fire had the 16th highest pension base of all fire departments in the state. With the amounts included in this agreement, Noblesville Fire should move up to 6th highest.

Additionally, it closes the gap between the Fire and Police pensions from around $1,400 to around $500.

Pension base growth for Noblesville Fire Department is shown below:

2021: $71,468.48
2022: $76,395.40
2023: $78,488.40

2024: $85,365.40 Proposed
2025: $90,149.40 Conditional

This would equate to a 26% overall increase ($18,680.92) over 4 years.

All of the 2024 amounts included in this agreement are incorporated into the introduced 2024 budget ordinance and allow the city to maintain its $1.10 tax rate and stay within our expenditure increase targets that are informed by mid-range revenue growth trends.

We would be glad to answer any questions that you have regarding the Agreement. Thank you for your consideration.

AGREEMENT

Between

CITY OF NOBLESVILLE, INDIANA

and

NOBLESVILLE PROFESSIONAL FIRE FIGHTERS
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4416

EFFECTIVE

January 1, 2024 – December 31, 2025

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Agreement

This Agreement is between the City of Noblesville, Indiana, (hereinafter referred to as "City") on behalf of the Noblesville Fire Department, (hereinafter referred to as "Department") and the Noblesville Professional Fire Fighters – International Association of Fire Fighters, Local 4416 (hereinafter referred to as "Association"). This Agreement arises out of the meet and confer process set out in Indiana Code (I.C.) 36-8-22. It is not and shall not be construed as a collective bargaining agreement for purposes of federal labor laws or any state labor laws except I.C. 36-8-22. All firefighter employees of the Department are included in this agreement except for the Fire Chief, Assistant Chief(s), Deputy Chief, and civilian clerical employees.

WITNESS: That to facilitate harmony and efficiency to the end that the City and the Association and the general public may mutually benefit, the City and the Association have the following understanding**:**

Article I - Period of Agreement

Section 1 – Duration

This Agreement shall take effect January 1, 2024 and shall continue in force and effect until 12:00 midnight, December 31, 2025. If no agreement is reached by 12:00 midnight, December 31, 2025 this agreement shall remain in effect until a new agreement is reached. However, this agreement shall terminate automatically 48 months after its beginning term date if no new agreement is reached, as required by I.C. 36-8-22-16. This Agreement shall remain in full force and effect, unless either party desiring to amend this agreement shall notify the other in writing. Notice of a request for amendment shall specify the content of any and all proposed amendments. The parties agree to begin good faith negotiations related to allocation of the compensation amounts listed below in Article VII, Section 1.b. only, no later than June of 2024, for calendar year 2025 wages and no later than June of 2025 for the complete Agreement.

Section 2 – Complete Agreement

This document and associated side letters constitute the sole and complete agreement between the parties. All terms and conditions of employment not covered by this agreement shall continue to be subject to the City's and Department's direction and control.

Section 3 – Separability

In the event that any provisions of this agreement are found to be inconsistent with existing State/Federal statutes or laws, the provisions of such statutes or laws shall prevail; if any provision 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.

Article II - Conditional Recognition

Section 1 – Recognition

Pursuant to Indiana Code 36-8-22, the City recognizes the Association as the exclusive recognized representative for the fire fighters of the City of Noblesville for the purpose of meeting and conferring with respect to issues concerning wages, hours of employment, fringe benefits, and appropriate mutual concerns in the Fire Department. The City shall not negotiate with any other employee group representing or purporting to represent fire fighters covered by this agreement.

Article III - Association and City Rights and Obligations

Section 1 – Association Rights

a. **Dues Check off.** Upon receipt of voluntary, written, current, signed authorizations in such form as complies with the laws of the State of Indiana, from members of Local 4416 covered by this Agreement, the City shall deduct each pay check from the earnings of such employees, an amount representing their Association dues as indicated in the current authorization form. The City shall remit such monies, together with the appropriate records, to the Association or its designated official. The City shall not be liable to the Association for any failure to make such deductions. In the event of an overcharge already remitted to the Association, it shall be the sole responsibility of the Association to adjust the matter with the employee. The Association will indemnify the City and hold it harmless from any or all claims or liabilities, which arise under this paragraph.

b. **Bulletin Boards.** The Association may place one bulletin board in each station, at the Association's expense, within normal work areas of covered employees for the purpose of posting Association notices. The Fire Chief, (hereinafter referred to as "Chief") or his designee shall have the right to remove inappropriate postings. The Chief or his designee shall meet with the Association regarding any postings the Chief or designee determined inappropriate.

c. **Non-Discrimination.** Neither the City nor the Association shall make any regulation affecting the right of any employee or employees to join, or refrain from joining, the Association or other lawful employee organization; provided that the City shall retain the full right to control employees', actions, property and equipment during working hours and to control the use of the City's premises.

d. **Meetings.** The Association shall be allowed to hold regular and special meetings in the fire stations and it is also agreed the Association may post meeting bulletins on the Association's bulletin boards in the stations. The Chief may limit the ability of an on duty fire fighter from leaving his or her station to attend an Association meeting at another station.

e. **Voting.** Association and members of Local 4416 shall be allowed use of the stations to hold district and general elections of the Association.

f. **Time off for Association Business.** As the exclusive recognized representative of the Department's employees, the City and the Department recognize the need to allow time off for Association activities, functions, meetings, conferences/seminars or where elected officials of the Association must be in attendance.. In the event that the President and Vice President of the Association are unable to attend said gatherings or functions, the Association may petition the Fire Chief to approve an alternate attendee for the Association. Association time shall be construed as time off from scheduled duty day, with pay. Time off shall be based on the understanding that the representative was on duty and not penalized in any way for the time off. The Association shall inform the Department within a reasonable time but no less than 24 hours prior to the date or time when the leave is to be taken. Time off for Association business cannot trigger minimum staffing call-in overtime for the Department at the time of the request. Trading time with other Department fire fighters is allowed for this purpose. Association time leave can be denied if a suitable replacement for the representative cannot reasonably be arranged.

Section 2 – City Rights

The City, on its own behalf and on behalf of its citizens, hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Indiana and the United States, City resolution/ordinances and any modifications made thereto. Further, all rights which are ordinarily vested in and are exercised by employers, except to the extent they are specifically relinquished herein, are reserved to and remain vested in the City, including but without limiting the generality of the foregoing, the right:

a. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of material, tools and equipment to be used, and the discontinuance of any services, material, or methods of operations.
b. To introduce new equipment, methods, machinery, duties, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
c. To subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities.
d. To determine and change the number, location, and type of facilities and installations.
e. To determine the size of the workforce and increase or decrease its size.
f. To hire, assign and lay off employees, to reduce the workweek or workday or effect reductions in hours worked by combining layoffs and reductions in workweek or workday in accordance with Local, State, and Federal law.
g. To direct the workforce, assign work and determine the number of employees assigned to operations.
h. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications consistent with the Merit System.
i. To establish wage rates for any new or changed classifications for sworn personnel.
j. To establish work schedules and, from time to time, change those work schedules.
k. To establish work and productivity standards and to, from time to time, change those standards.
l. To establish, maintain and revise rules and procedures for the administration of the Department in accordance with the Merit System.

m. To discipline and discharge employees according to Merit System.
n. To adopt, revise and enforce working rules and carry out cost and general improvement programs consistent with this Agreement.
o. To transfer, promote, and demote, (according to the Merit System), employees from one classification, division or shift to another.
p. To select employees for upper level policy making positions and to determine the qualifications and competency of employees to perform those duties.
q. Layoffs shall be in compliance with all state and federal laws. Layoffs due to economic needs shall follow a policy based on seniority starting with the lowest level to the highest.

Section 3 – No work stoppage or Lockouts

As the services 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, the Association agrees that in no event whatsoever, during the term of this Agreement will the Association or any of the employees covered by this Agreement, initiate, authorize, sanction, encourage, support or engage in any strike, slowdown, concerted job action, work stoppage, "sick-out" or cease the continuous performance of their duties. The City and Department agree that no lockout shall take place during the term of this Agreement.

The Association acknowledges that any conduct, which violates this section, threatens irreparable harm to the public. The Association shall have no liability for unauthorized activity by employees in violation of this section subject to the Agreement of the Association to immediately make a vigorous and bona fide effort to end all such activity in the event of a documented violation of this section, including, but not limited to, written notification to each offending employee that his/her activity is unprotected and is not authorized, supported or ratified by the Association.

The parties recognize the right of the Department and the Noblesville Fire Department Merit Commission, (hereinafter referred to as "Commission") to take such disciplinary action as the Department and the Commission in their sole discretion deem appropriate, including discharge, against any firefighter(s) who participate(s) in a violation of Article III, Section 3, whether such action is taken against all of the participants or against only certain participants.

Article IV - Miscellaneous

Section 1 – Safety

a. The Department shall make reasonable provisions for the safety and health of its employees during the hours of employment in compliance with applicable laws. The Department shall provide on-the-job training for the operation and care of equipment. In this regard, the Association and employees realize that they have joint responsibility to cooperate in maintaining safe practices in the Department.

b. The Department shall maintain and keep in effect through the term of this Agreement, a safety committee for reviewing department accidents, injuries, job-related safety complaints, protective gear, and equipment or any other safety related area of concern. The Association shall have a position on the committee. The Fire Chief shall maintain the

current policy of working with the Department Health Safety Committee to establish and maintain policies.

c. It is the responsibility of the employees to operate vehicles, machinery, and equipment in a safe manner. The Department may summarily discipline, or prohibit an employee from operating such machinery if an officer or acting officer, reasonably believes the employee is operating in an unsafe manner.

d. All accidents, regardless of the severity, must be reported to the employee's supervisor immediately for attention per department policies.

Section 2 – Labor/Management

When referred to in this Agreement, Labor/Management will consist of the following people or their designees: Fire Chief, Association President, and Association Vice-President.

Section 3 – Labor/Management Meetings

There shall be established Labor/Management meetings to be held on an as needed basis between the Chief, or designee, and the President of the Association, or designee. The purpose of these meetings is to identify potential labor/management problems and find equitable solutions to these problems. Meeting dates and times shall be determined between both parties involved. Dates and times must be made in advance at least 7 days prior to meetings. The Association may request through the Fire Chief an emergency/urgent meeting with the time/location agreed upon by both parties.

Section 4 – Staffing

The Department and Fire Chief shall make its best efforts to meet all applicable safety considerations, the needs of the Department, and concerns of the Association when implementing staffing levels. The Department agrees to notify the Association in advance of any change in current policy for daily minimum staffing.

Section 5 – Fitness Facility

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

Section 6 – Overtime Policy

a. All employees covered under this Agreement who are assigned a 40 hour work week schedule shall receive one and one-half (1½) their regular rate of pay or compensatory time at a rate of one and one-half (1½) for all hours worked in excess of 40 hours per 7 day work cycle.

b. Overtime shall be paid as required by the provisions of the Fair Labor Standards Act (FLSA).

c. Hours worked outside the normal hours or normal work responsibilities will be covered by department policy.

d. The following benefit time shall be counted as hours worked for overtime purposes: vacation, bereavement, jury duty, workers compensation, association time, and approved leave for education if it is on duty time. Sick time, military time and comp time do not count for purposes of overtime calculations.

e. Firefighters working a 40 hour workweek shall adhere to the civilian overtime provisions set out in the City of Noblesville Civilian Employee Handbook.

Section 7 – Extra Duty Special Event Pay

An extra duty special event may include, but is not limited to: sporting events, public assemblies, fire watch, or events where dedicated fire department services are requested and/or required.

a. Firefighters who are approved to work an extra duty special event shall be paid at the rate of one and one-half (1½) times his/her regular rate of pay for the said additional hours.

b. Additional pay for holidays shall apply to extra duty special events in accordance with any applicable section of this Agreement.

c. All other hours, scheduled and unscheduled, shall be paid pursuant to the provisions of the FLSA or in accordance with any applicable section of this Agreement.

Section 8 – Bid System

The current policy and procedure for the Bid System shall remain in effect throughout the term of this Agreement. Any change to the Bid System will be developed through the Labor/Management process.

Section 9 – Call-In Time

a. When employees covered under this Agreement are called in on non-scheduled days, (hereinafter referred to as "Call-In Time") then the firefighter shall be compensated for the Call-In Time at one and one-half (1½) his/her regular hourly rate of pay as long as the employee has worked 212 hours in the 28 day pay period. For purposes of calculating whether an employee has worked 212 hours in the 28-day pay period, sick time, military time and comp time shall not be considered as time worked. Firefighters will be compensated a minimum of two (2) hours when called in to return to the workplace and for all hours worked beyond two (2) hours.

b. Overtime shall be paid as required by the provisions of the Fair Labor Standards Act (FLSA) including provisions of this Agreement.

Section 10 - Minimums Only

This Agreement sets out the minimum wages and benefits only. The City/Department may grant greater benefits to individuals or the membership in general.

Section 11 – Fitness Requirement

In 2009, the parties formed a joint labor/management committee to develop a minimum fitness requirement policy using the Public Safety Medical Service validation process. Labor and management have formally adopted the Incumbent Physical Work Performance Evaluation (IPWPE). IPWPE shall be department policy as determined by the labor management process. Public Safety Medical and the department physician shall oversee policy unless agreed upon by both parties.

Article V - Non-Discrimination

Section 1 – General Application

The provision of this Agreement shall be applied equally to all employees without discrimination as to age, sex, race, color, disability, national origin, sexual orientation, or religion, except where specific age, sex or physical requirements constitute a bona fide occupational qualification, necessary to the proper and efficient administration of the department or as provided by law. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.

Article VI - Terms and Conditions of Agreement

Section 1

This Agreement between the parties constitutes a two (2) year settlement for calendar years 2024 and 2025 based upon the following assumptions:

a. That the appropriate tax levies are set by the appropriate authorities;

b. That the department receives the necessary revenues.

Section 2

In the event that any of the above conditions do not occur, then it is specifically understood and agreed by the parties that the City shall inform the Association in writing and shall, as soon as practicable, begin new negotiations.

Article VII - Compensation

Section 1 – Regular Hourly Rates

a. Effective January 1, 2024, regular hourly base rate wages shall be paid pursuant to the table below:

Rank/Position	**Rate / Hour**
Division Chief	$47.41
Fleet Maintenance Manager*	$43.63
Administrative Captain*	$43.63
Community Resource Paramedic*	$39.30
Deputy Fire Marshal*	$29.50
Battalion Chief	$33.34
Executive Officer	$31.70
Captain	$31.17
Lieutenant	$29.70
EMS Duty Officer	$29.06
Engineer	$27.60
1st Class Firefighter	$26.46
Pipeman	$21.75
Probationary (1st year)	$19.82
Recruit (40 hour)*	$28.49

*rate x 2080

b. This agreement contains conditional commitments for 2025 that are contingent on revenues, as defined below, meeting expectations set at the time of the agreement. For hourly base rates effective January 1, 2025, the City has conditionally agreed to allot compensation increases over year 2024 for wages paid to the employees covered under this Agreement, as specified in the table below. The conditional increases are subject to the City meeting its revenue projections. The manner by which the additional wage appropriation will be distributed to employees shall be jointly determined via the meet and confer process.

Revenue performance compared to projections	Corresponding compensation increase percentage
104% to 105.99%	8% increase
102% to 103.99%	7% increase

100% to 101.99%	6% increase
98% to 99.99%	5% increase
96% to 97.99%	4% increase

Revenue considered for this provision include the following: 1) Certified Shares of Local Income Tax (LIT), as defined in IC 6-3.6-2-6, and distributed to the City under IC 6-3.6-9-5; and 2) Property Tax Subject to the Maximum Levy Limitation (as defined in IC 6-1.1-18.5-3).

The comparisons used to determine if revenue is meeting expectations are as follows:

- 2023 Actual Revenue vs 2023 Forecast Revenue (as reported in the City Fiscal Plan version produced with the 2023 Adopted Budget)
- 2024 Actual Revenue Year-to-Date through June 30 vs 2024 Forecast Revenue Year-to-Date through June 30 (as reported in the City Fiscal Plan version produced with the 2024 Adopted Budget)
- 2025 Certified Shares of LIT vs 2025 Forecast LIT (as reported in the City Fiscal Plan version produced with the 2024 Adopted Budget)

If actual combined total amounts of actual revenue are either below 96% or above 106% of the combined total amounts of forecast revenue, either party may elect to re-open this agreement as it relates to compensation and fiscal matters. Notification of re-opening should be communicating in writing as soon as practicable following calculation of the above comparisons.

The 2025 commitments by the City contained in this agreement are not binding upon Council until their official approval and are recommendations from administration to Council for their consideration and approval. Furthermore, it should be noted that a re-opening of this agreement in no way constitutes a promise or commitment to increase, decrease, or adjust in any way the amounts specified in this agreement. A number of factors can impact the City's fiscal position and impact the capacity to adjust compensation and benefits, including expense trends and totals, unexpected significant expenses, overtime costs, utility costs, fuel costs, interest rates, and additional considerations.

For purposes of illustration, the following table is included to show what the corresponding conditional compensation increases would equate to for each rank.

Revenue-Dependent Increase Illustrations

Rank/Position	**2024 Rate / Hour**	**2025 @ 4%**	**2025 @ 5%**	**2025 @ 6%**	**2025 @ 7%**	**2025 @ 8%**
Division Chief *	$47.41	$49.31	$49.81	$50.25	$50.73	$51.21
Fleet Maintenance Manager*	$43.63	$45.38	$45.83	$46.25	$46.73	$47.13
Administrative Captain*	$43.63	$45.38	$45.83	$46.25	$46.73	$47.13

Community Resource Paramedic*	$39.30	$40.87	$41.27	$41.66	$42.05	$42.44
Deputy Fire Marshal*	$29.50	$30.68	$30.98	$31.27	$31.57	$31.86
Battalion Chief	$33.34	$34.67	$35.04	$35.34	$35.67	$36.04
Executive Officer	$31.70	$33.00	$33.30	$33.60	$33.92	$34.24
Captain	$31.17	$32.42	$32.17	$33.07	$33.37	$33.67
Lieutenant	$29.70	$31.60	$31.20	$31.50	$31.80	$32.10
EMS Duty Officer	$29.06	$30.22	$30.51	$30.80	$31.10	$31.40
Engineer	$27.60	$28.70	$29.00	$29.30	$29.53	$29.81
1st Class Firefighter	$26.46	$27.56	$27.78	$28.06	$28.36	$28.58
Pipeman	$21.75	$22.62	$22.85	$23.06	$23.27	$23.49
Probationary (1st year)	$19.82	$20.62	$20.82	$21.02	$21.22	$21.42
Recruit (40 hour)*	$28.49	$29.63	$29.91	$30.20	$30.49	$30.79

The parties agree to approach all of these issues and discussions in good faith in light of shared goals and respective obligations.

Section 2 – Pay for Technical, Medic Student, Acting in Capacity, & Ambulance Incentive

The current policy and procedure for Incentive Pay shall remain in force throughout the term of this Agreement. Annual Incentive Pay for employees covered under this Agreement shall be as follows:

a.

Technical Position	**Annual Compensation**
Paramedic	9% of 1st Class Fire Fighter annual pay
Fitness Coordinator	2.5% of 1st Class Fire Fighter annual pay
SCBA Tech	2.5% of 1st Class Fire Fighter annual pay
Dive Team Coordinator	2.5% of 1st Class Fire Fighter annual pay
Haz-Mat Team Coordinator	2.5% of 1st Class Fire Fighter annual pay
Tactical Rescue Team Coordinator	2.5% of 1st Class Fire Fighter annual pay

As used in this Subsection, 1st Class Fire Fighter annual pay includes regular base wages as described in Section 1 of this Article and does not include any other compensation received, such as overtime.

For purposes of 2024, the percentage equivalents for the Technical Positions are: $6,933.38 for Paramedic; and $1,925.94 for each Coordinator position listed in this Subsection.

c. **Paramedic Student Stipend -** Incumbent fire fighters that are approved by the department and accepted in a department-sanctioned paramedic training course shall be paid the current incentive pay for licensed paramedics practicing at the department. Incentive pay shall be divided equally over each paycheck. The incentive pay will

begin when class commences and shall remain so long as the fire fighter is enrolled in all facets of training. This pay shall cease in the event the fire fighter temporarily or permanently withdrawals or becomes inactive in class. In the event that a fire fighter receiving incentive pay does not successfully complete paramedic training resulting in licensure, within the parameters set by the accredited training institution, the amount of incentive pay collected shall be paid back to the department in the same manner it was paid or paid in full by the firefighter.

d. **Acting In Capacity –** Fire Fighters covered under this Agreement that are assigned to act in capacity in the following ~~merit~~ positions shall receive additional compensation on the base pay for the hours actually worked acting in capacity: Engineer, Company Officer, EMS Duty Officer, Executive Officer, and Battalion Chief. Guidelines and eligibility for acting in capacity shall be developed by the Labor-Management Process and shall be made available in policy or MOU. Fire Fighters acting in capacity of Engineer shall be compensated an additional $1.00 per hour on base pay; Fire Fighters or Engineers acting in the capacity of Company Officer shall be compensated an additional $1.00 per hour on base pay; and Company Officers acting in capacity of Executive Officer or Battalion Chief shall be compensated an additional $1.00 per hour on base pay. Paramedics assigned as shift back-up EMS Duty Officer that do not hold officer rank, shall be compensated an additional $1.00 per hour on base pay while acting in that capacity.

e. **Ambulance** Incentive – Fire Fighters covered under this agreement, that are assigned to staff an ambulance, shall be compensated an additional $1.00 per hour on base pay for the hours actually worked. Recruit fire fighters are not eligible for ambulance incentive pay until they have completed their precepting period.

Section 3 – Longevity Pay

Longevity for years of service 1-19 is $120 per year. Longevity for years 20-25 is $250 per year ($6,250 annual maximum) with no additional yearly accrual beyond 25 years of service. Section 4 – Pension Contribution

In addition to fulfilling its statutory obligation to the 1977 Police and Fire Fighter Pension and Disability fund, the City will contribute an additional 1.5% of the pension base on behalf of firefighters' contribution to the 1977 Fund, resulting in a reduction to the firefighters' contribution in the amount equal to 1.5% of the pension base. To further clarify, of the 6% of the pension base owed by firefighters to the 1977 Fund, the City will pay 1.5% and the employees will pay 4.5%.

Section 5 – Holiday Pay

a. Employees working a 56-hour week who are scheduled to work, or are called to work during any part of a holiday, shall be paid an additional rate equal to 45% of the 1st Class Fire Fighter hourly rate (as described in Section 1 of this Article) per hour, for those hours worked during the holiday. For purposes of 2024, this 45% hourly amount is $11.90.

b. Employees covered under this Agreement working a 40-hour week called in to work during any part of a holiday shall be paid at one and a half (1½) times their normal rate of pay.

Section 6 – Clothing Allowance

Employees covered under this Agreement shall be paid Eight Hundred Dollars ($800) per year after the first full year of employment for clothing allowance and uniform maintenance. This payment shall be made twice per year, (last paycheck in May and first paycheck in December).

a. **Class A Uniform –** Members covered under this Agreement shall receive one Class A Uniform upon completion of the probationary period (required uniform items outlined in RR#6.6). Each member shall be subject to required uniform inspection.

Section 7 – Pension Base

The 2024 and 2025 calculated pension bases shall consist of the annual First Class Firefighter base pay, including all contractually scheduled hours, plus 25 years of longevity.

The 2024 certified pension base is $85,365.40.

The conditional 2025 certified pension base is $90,149.40, assuming the 6% increase from Section 1 of this Article is applicable. If actual revenues come in at a different figure, the 2025 certified pension base will be adjusted accordingly pursuant to this agreement.

Article VIII - Fringe Benefits

Section 1 – Health Insurance

The City agrees to use its best efforts to maintain the current health, dental, prescription, and vision insurance plans for employees. If the cost of any such plan should be increased or become noncompetitive during the term of this Agreement, or if the carrier should add or impose objectionable terms and conditions to its plan during the term of this Agreement, the City shall be entitled to cancel such plan and to select a different plan which provides employees and retirees reasonably equivalent benefits and coverage.

Section 2 – Retiree Insurance

a. The City shall continue to provide retiree insurance as set out by the City of Noblesville's Retiree's Benefit Ordinance or its amendments.

Section 3 - Medicare Supplement Coverage

a. The City shall contribute towards Medicare Supplement Coverage as outlined in the City of Noblesville's Retiree's Benefit Ordinance or its amendments.

Section 4 – Life Insurance

The City shall provide, at no cost to the employee, $50,000 in life insurance for each employee. This shall remain in force throughout this Agreement.

Section 5 – Holidays

Holidays for those members covered under this Agreement working a 40-hour workweek shall be determined by the City's Board of Public Works and Safety.

Holidays for those members covered under this Agreement working a 56-hour workweek shall be as follows:

2024

Holiday	**Day**		**Date**
New Year's Day	Monday		01/01/24
Martin Luther King, Jr. Day	Monday		01/15/24
Lincoln's Birthday	Monday		02/12/24
President's Day	Monday		02/19/24
Good Friday	Friday		03/29/24
Easter Sunday	Sunday		03/31/24
Total Solar Eclipse Day	Monday		04/08/24
Memorial Day	Monday		05/27/24
Juneteenth	Wednesday		06/19/24
Independence Day	Thursday		07/04/24
Labor Day	Monday		09/02/24
Columbus Day	Monday		10/14/24
Election Day (General)	Tuesday		11/05/24
Veteran's Day	Monday		11/11/24
Thanksgiving Day	Thursday		11/28/24
Day after Thanksgiving	Friday		11/29/24
Christmas Eve	Tuesday		12/24/24
Christmas Day	Wednesday		12/25/24
New Year's Eve	Tuesday		12/31/24

2025

Holiday	Day		Date
New Year's Day	Wednesday		01/01/25
Martin Luther King, Jr. Day	Monday		01/20/25
Lincoln's Birthday	Wednesday		02/12/25
President's Day	Monday		02/17/25
Good Friday	Friday		04/18/25
Easter Sunday	Sunday		04/20/25
Memorial Day	Monday		05/26/25
Juneteenth	Thursday		06/19/25
Independence Day	Friday		07/04/25
Labor Day	Monday		09/01/25
Columbus Day	Monday		10/13/25
Election Day (General)	Tuesday		11/04/25
Veteran's Day	Tuesday		11/11/25
Thanksgiving Day	Thursday		11/27/25
Day after Thanksgiving	Friday		11/28/25
Christmas Eve	Wednesday		12/24/25
Christmas Day	Thursday		12/25/25
New Year's Eve	Wednesday		12/31/25

Section 6 – Annual Physical

The Department shall continue its practice of providing annual physicals to each firefighter at no cost to the firefighter. No changes in the make-up of this physical shall be made without 30 days prior notice to the Association. In the event that changes to specific tests and/or components of the medical examination are needed, the Department will meet with the Association to discuss and receive input on proposed changes. The Department shall allow firefighters on duty to take annual physicals provided such examinations are scheduled through procedures established by the Department. The specific test and components of the medical examination shall be consistent with Exhibit A, IAFF/IAFC Wellness Fitness Initiative best practices, and in agreement with NFPA Standard 1582 as amended.

Section 7 – Trading Duty Time

The Department will continue a trading of duty time policy pursuant to the current Department Policy. The Department reserves the right to modify the policy as necessary to comply with FLSA regulation and to ensure that the policy does not result in any overtime obligations on the part of

the Department. Any changes to Department Policy will be developed by the Chief and Association.

Section 8 – Worker's Compensation

The City provides a comprehensive worker's compensation insurance program at no cost to the employees. This program covers an injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, worker's compensation insurance provides benefits after a short waiting period. The City shall pay the employee's regular salary for the first five (5) scheduled shift days when such employees are absent due to a worker's compensation injury. If absent for eight (8) or more calendar days, a portion of the regular salary shall be provided via worker's compensation insurance. Insurance reimbursement is made directly to the employee for the first five (5) work days if an employee is absent for twenty-one
(21) work days. Employees shall reimburse the City the full amount of any worker's compensation received for the first five (5) days. While on worker's compensation disability, employee benefits shall accrue.

An employee working light duty, full duty, or 40-hour administrative schedule who attends a worker's compensation initial or follow-up appointment during work hours will be paid for this time at a normal rate of pay. The employee will be paid for this time in the form of monetary compensation. These hours may not be banked as compensatory time.

It is the responsibility of the employee to report a work-related injury or illness IMMEDIATELY to their direct supervisor, complete the proper paperwork in a timely manner and request that an incident report be completed and submitted to the City's worker's compensation carrier. No matter how minor an on-the-job injury/illness may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither the City nor the insurance carrier will be liable for the payment of worker's compensation benefits for off-duty injuries or injuries that occur during an employee's voluntary participation in off-duty recreational, social or athletic activity sponsored by the City.

Section 9 – Benefits Continuation (COBRA)

The City's policies regarding Benefit Continuation (COBRA) is set forth in and controlled by the City's Civilian Employee Personnel Policy Handbook.

Section 10 – Deferred Compensation

Employees covered under this Agreement shall be afforded the option of entering into a retirement program governed by the Internal Revenue Code 457(b) and elect for voluntary contributions from their payroll be deposited into a specified IRC 457(b) plan. A company with an established program shall administer the deferred compensation plan.

The City agrees to make available online account management features to participating members of the plan (such as updating contact information, beneficiary information, establishing and making

changes to payroll deducted contributions). The City shall provide a match to individual employee contributions to the plan under the following terms: First $1,000 at 100%, second $1,000 at 75%, third $1,000 at 50%, and the next $3,000 at 25%, up to $3,000 total.

The Association shall be invited to attend the City's deferred compensation group for the purposes of representing its membership in the City's IRC 457 plan. Representation shall consist of at least one member who shall be selected by the Association president to represent its members' interests. The Association representative shall meet with the City's representative(s) and representative from the plan administrator/manager and participate in plan review at least semi-annually. The Association acknowledges that this section in no way abrogates the City's fiduciary responsibilities under applicable laws and regulations.

Section 11 – Employee Assistance Program

The City, Department, and the Association recognize that an employee or members of an employee's family can develop personal problems, not directly associated with the employee's job functions that may adversely affect the employee's job performance and efficiency. These problems may be successfully resolved provided they are identified early and referral is made to the appropriate care and treatment facility. Such problems may involve substance dependency, including alcohol, tobacco, drugs or chemicals; mental or emotional distress; marital or family problems; financial or legal problems.

The Department and Association support an Employee Assistance Program to aid in identifying such problems and to provide appropriate referral to a resource able to successfully treat the identified problem. In accordance with the terms and conditions of the Agreement between the parties concerning an EAP, the City agrees to continue to provide, at no expense to the employee, an anonymous EAP.

Section 12 – Education Incentive Pay

a. Firefighters shall receive the following amounts of compensation for completing certain fire related education requirements, as follows:

    1. $750.00 additional pay per year for receiving an Associate's Degree or sixty (60) hours for a Bachelor's Degree from an accredited institution of higher education.

    2. $1,500.00 additional pay per year for receiving a Bachelor's Degree from an accredited institution of higher education.

    3. $2,000.00 additional pay per year for receiving a Master's Degree from an accredited institution of higher education.

    4. $3,000.00 additional pay per year for receiving a Doctorate from an accredited institution of higher education.

b. Compensation will be paid to an individual qualifying hereunder for having acquired the highest degree as outlined. No individual will receive cumulative incentive compensation for two or more degrees.

c. Firefighters which have obtained the levels of fire related education requirements which do not lead to a higher education degree and/or certification set out below in subparagraphs 1, 2, 3, and 4 by January 1, 2009 (January 1, 2010 for Tactical Rescue Team members) shall receive the following amounts of compensation:

   1. $250.00 additional pay per year for having acquired 120 hours of continuing education within 36 months.

   2. $500.00 additional pay per year for having acquired 240 hours of continuing education within 60 months.

   3. $750.00 additional pay per year for having acquired 400 hours of continuing education within 72 months.

   4. Upon certification of Master Firefighter Status by the Board of Fire Fighting Personnel Standards and Education of the State of Indiana, a firefighter shall receive an additional One Hundred Dollars ($100.00) per year.

d. Unless eligible on January 1, 2009 (January 1, 2010 for Tactical Rescue Team members) for additional pay set out above in paragraph c, no additional compensation shall be paid thereafter.

e. With respect to the educational incentives for firefighters the Board of Public Works and Safety for the City of Noblesville shall determine which institutions are accredited, which courses at the various institutions are employment related and which types of training, schooling and continuing education qualify for incentives.

Section 13 – Awards and Recognition Banquet

The Department shall contribute $2,500.00 for the Annual Noblesville Fire Department Awards and Recognition Banquet to offset certain costs, i.e. keynote speaker, AV, logistics, etc.

Article IX - Other

Section 1 – Work Schedule

a. The City shall maintain an average 56-hour workweek for employees who work a 24-hour shift and a 40-hour workweek for non-suppression employees.

b. The City and Department shall continue using a 28-day work period for computing FLSA overtime allotment for 56-hour employees. Nonexempt 40-hour employees will be eligible for overtime for all hours worked in excess of forty (40) in a workweek.

c. Non-suppression employees who work a 40-hour workweek may work flexible hours if their job requires it from time to time with approval of the Fire Chief or his designee.

Section 2 – Vacation Schedule

The Department shall continue to maintain the current policy in regards to maximum number of employees six (6) on vacation per shift day throughout the term of this Agreement. Any changes in policy will be developed through the Labor/Management process.

a. The current policy for vacation scheduling shall remain in effect for members covered under this Agreement who are 40-hour non-suppression personnel.

b. 24-hour Shift Personnel Minimum Daily Staffing and Definitions

1. The order by which vacation is scheduled for 24-hour shift personnel is determined by seniority on the shift. The employee with the most seniority will have first choice and so forth. Seniority shall be maintained by administrative staff and shared with the shift Battalion Chief.

2. Minimum staffing per day with seven stations operating is ~~34~~ 39 personnel; maximum personnel scheduling vacation shall be five. Battalion Chief vacation days are exempt from the daily maximum of five personnel scheduling vacation but are limited to 15 days.

3. Personnel on leave for approved military duty, FMLA, paramedic school, or paid sick leave shall not restrict maximum personnel on vacation/training time. This policy may be modified at the discretion of the fire chief in the event of a staffing emergency.

4. Minimum daily staffing may fall below minimum by one firefighter for a maximum of eight hours per shift only when Emergency Leave is granted.

5. Minimum number of officers on duty for a shift shall be three.

6. Minimum of one Captain shall be on duty and act as the Battalion Chief when the shift Battalion Chief is scheduled off on vacation/training time.

c. 24-hour Shift Personnel Vacation Scheduling

1. 24-hour shift personnel shall be offered an opportunity to schedule vacation/training time for the entire year on a designated day of the current year, as determined by the shift Battalion Chief, but prior to December 31st.

2. Pre-scheduling of vacation/training time shall be submitted to the Battalion Chief in writing via email by order of seniority on the designated day for the appropriate shift.

3. Four rounds of pre-scheduling shall be used:

a. Round One – up to half of an employee's accrued vacation may be submitted in 24-hour increments. For odd number vacation time, employee should round up, i.e. 9 days total then 5 days may be scheduled in Round One. Battalion Chiefs that have earned more than 15 days shall submit the balance of earned days in this round.
b. Round Two – the remaining balance of an employee's accrued vacation time may be submitted in 24-hour increments.
c. Round Three – 12 hour increments of an employee's accrued vacation time may be submitted.
d. Round Four – approved leave with pay for training/classes or other approved leave with pay may be submitted. (Applicable paperwork must be approved prior to employee submitting a request for leave time).

4. Split-time for use in 2, 4, 6, or 8 hours (up to a maximum of 24 hours per employee per year) shall be scheduled with the Battalion Chief no further in advance than the shift prior. Split time may not be used if it causes minimum staffing to drop below 34.

Section 3 – Vacation Accrual

a. All 56-hour firefighters that completed their probationary period and have been promoted to the rank of Pipeman or higher shall accrue vacation time at the following rate according to their length of service on January 1 of each calendar year:

Length of Service	Vacation
Completion of 1 year	Prorated to end of calendar year
2nd, 3rd, and 4th year	Nine (9) days
5th, 6th, 7th, 8th, and 9th years	Twelve (12) days
10th through 19th years	Fifteen (15) days
20th year plus	Eighteen (18) days

b. All 56-hour firefighters employed before January 1, 1993 shall accrue vacation time at the following rate according to their length of service on January 1 of each calendar year:

Length of Service	Vacation
2nd through 9th year	Fourteen (14) days
10th through 14th year	Fifteen (15) days
15th year and thereafter	Eighteen (18) days

c. All firefighters working a 40-hour week shall accrue vacation time at the following rate according to their length of service on January 1 of each calendar year:

Length of Service	**Vacation**
2 - 9 years	3 weeks
10 - 14 years	4 weeks
15 years and above	5 weeks

d. In the event of conflicting schedules or items not covered, the Fire Chief shall make a reasonable ruling in regard to such conflict.

e. Vacation time may be taken as described: 40-hour non-suppression employee may take vacation time in 2-hour increments. 56-hour suppression employees may take vacation time in 24 or 12-hour increments or as otherwise stated in the agreement.

f. One 24-hour vacation day for 56-hour suppression employees may be taken in increments of 2, 4, 6, 8, 12, or 24 hours at discretion of Battalion Chief. Leave under this section may not be taken if it results in overtime for the Department.

g. Upon termination of employment, firefighters that have completed a minimum of one (1) year of employment are entitled to payment of unused vacation. In addition, employees who have completed a minimum of one year of full-time service are entitled to payment of their accrued vacation time for the next calendar year. Payment of accrued vacation time will be paid out based on the number of vacation hours to be received the following calendar year. The number of months worked during the current calendar year, including the month termination occurred, will be multiplied by the hours described below. Payment of vacation hours will not exceed total annual amount allotted.

Vacation hours accrued each month for firefighters working a 56-hour week.

Vacation to be Received Next Year	Amount Accrued Each Month
Nine (9) days	18 hours
Eleven (11) days	22 hours
Twelve (12) days	24 hours
Fifteen (15) days	30 hours
Eighteen (18) days	36 hours

Vacation hours accrued each month for firefighters working a 40-hour week.

Vacation to be Received Next Year	Amount Accrued Each Month
Three (3) weeks	10 hours
Four (4) weeks	13.5 hours
Five (5) weeks	16.75 hours

i. Upon termination, firefighters will receive payment of vacation at their current rate.

j. Firefighter Recruits will be given three (3) days of vacation effective their hire date and will have until December 31st of the following year to use the vacation days. The three (3) days of vacation may be used while in a recruit school setting with approval of Fire Chief or their designated personnel. Upon completion of recruit school, vacation days are converted to vacation time equivalent to that of a 56-hour week. For example, a Recruit with a remaining 16 hours (two days) of vacation time would have his/her time converted to 48 hours (two days) of vacation time. Recruits will schedule their prorated vacation time

with their respective Battalion Chief. If no vacation spots are available due to calendar at capacity, these members will receive payout of all unused hours. Prorated vacation time will be based on accrual of eighteen (18) hours per month for 56-hour employees and six (6) hours per month for 40-hour employees. Prorated hours will always be based off a hire date of the first day of the month. See accrual chart below.

Month of Hire (1st day of month)	Hours of vacation to be given on January 1st for 56-hour	Hours of vacation to be given on January 1st for 40-hour.
December	18	6
November	36	12
October	54	18
September	72	24
August	90	30
July	108	36
June	126	42
May	144	48
April	162	54
March	180	60
February	198	66
January	216	72

k. Sworn 56-hour firefighters may roll over a maximum of 48 hours of unused vacation time from year to year. Vacation time may not accrue beyond the maximums listed in this Section, plus 48 hours of rolled over time. Scheduling of rolled over hours will be determined by the Battalion Chief.

Section 4 – Sick Leave

a. Sick leave are periods during which fire fighters are excused from active duty or reporting by reason of illness or injury not job related or classified as serious bodily injury. The Fire Chief or Officer in charge shall determine if the firefighter is unable to perform all duties while at work. In cases where firefighters call from home, they should notify the Officer in charge of the respective shift about illness or injury before 7:00 a.m., of the day or tour of duty.

b. In the event a firefighter is unable to report for duty by reason of illness, injury, or other qualified reason to use sick leave, the firefighter shall not engage in other employment or activities that would result in prolonged recovery or may impede recovery. The Fire Chief may approve off duty employment by written request.

c. Any extensive illness or injury where a firefighter is unable to perform his or her duties for a period longer than 120 consecutive days, the Fire Chief shall add the firefighter to the agenda for next meeting of the Board of Public Works and Safety for the purposes of providing information to the Board. Following the period of 120 consecutive calendar days, the City will assume its share of the cost for the firefighter's insurance premiums for an additional period of 3 months while such firefighter is on sick leave. After such period of time, the City shall not be liable for the insurance premiums unless extended by the

appropriate Board or as required by state statute (see IC 5-10-8-2.2 (g) & (h)). Such leave of absence shall not affect the firefighter's employment seniority status. Such firefighter shall receive his or her regular rate of pay until otherwise determined by the Pension Board and/or the Board of Public Works and Safety.

d. Firefighters who sustain a serious bodily injury in the line of duty may be eligible to be paid for up to 120 calendar days from the time of injury at normal rate of pay, with no penalty to sick time, vacation time, comp time, or holiday pay.

1. For purposes of this benefit, "in the line of duty" is defined as an injury that occurs as a direct result of personal injury or illness caused by incident, accident, or violence that results from any action that the member in the member's capacity as a police officer or firefighter:
    (a) Is obligated or authorized by rule, regulation, condition of employment or service, or law to perform; or
    (b) Performs in the course of controlling or reducing crime or enforcing the criminal law; or
    (c) Performs in the course of fighting a fire, providing emergency life support care, or
    (d) This benefit is not applicable to injuries incurred while engaging in recreational activities while on duty.
2. To qualify as serious bodily injury the Fire Chief and/or designee must submit complete reports to the Board of Works for approval.
3. For purposes of this benefit, "normal rate of pay" is defined as an employee's usual and customary bi-weekly pay as if the employee was working the employee's regular schedule.
4. If an injured employee is receiving benefits under this section and is physically able and eligible to perform an alternative work assignment, as set forth in the Department's Light Duty Policy, a refusal to accept the Light Duty Assignment immediately terminates any remaining benefits for which the employee may have been eligible to receive.
5. In order to be considered for this benefit, eligible fire employees must make a written request to the Chief of the employee's Department no later than the next pay period after the date of the injury. If the employee is unable to make a request within this time frame due to hospitalization, unconsciousness or mental incapacity, the Chief, at his sole discretion, may initiate this process on the employee's behalf. If the extent of injury is not immediately apparent as a serious bodily injury, thereby preventing the employee from submitting a written request for this benefit by the next pay period after the injury, the employee must make a written request as soon as it becomes apparent to the employee that the injury is a serious bodily injury. If the Chief determines that an employee's request may qualify for this benefit, the Chief shall submit the request to the Board of Works and Public Safety for their determination as to whether the benefit shall be awarded.
6. The purpose of this benefit is to prevent the employee from having a reduction in pay during the benefit time period. The City will supplement the amount the employee receives for workman's compensation so the total payment received equals the employee's normal rate of pay. In the event an employee receiving

this benefit receives Indiana Public Retirement System (INPRS) disability benefits, the City's benefit shall terminate immediately.

e. Full-time firefighters working a fifty-six (56) hour workweek may be excused for one (1) working day before he or she is required to have a doctor's slip for being absent.

f. Full-time firefighters working a forty (40) hour workweek may be excused for two (2) working days before he or she is required to have a doctor's slip for being absent.

g. An eligible employee on or anticipating a leave of absence or intermittent leave due to a serious health condition will be required to have a Certification of Health Care Provider for Employee's Serious Health Condition form (FMLA form WH-380-W) completed by the employee's health care provider. The referenced form is available at the City of Noblesville's Human Resources Department and the completed form is to be submitted to Human Resources. (Please refer to United States Department of Labor web site at www.dol.gov/whd/fmla for more information regarding eligibility and leave entitlement provisions.)

h. If the department physician deems it necessary, the firefighter may also be required to take an Incumbent Physical Work Performance Evaluation (IPWPE) prior to returning to full duty.

i. Injury or Illness Reports. Firefighters shall not falsely report themselves ill, injured or otherwise deceive or attempt to deceive any supervisor of the department as to the condition of their health.

j. Battalion Chiefs shall have the authority to grant a maximum of twelve (12) hours emergency leave without approval of the Fire Chief or the Chief's designee. Emergency leave greater than twelve (12) hours can only be granted by the Chief or the Chief's designee. Emergency leave so granted shall be deducted from the firefighter's accrued sick leave.

    1. Emergency Leave Definition: Emergency Leave may be granted in situations where a firefighter or family member of a firefighter experiences a sudden and unexpected illness, injury, accident, home mechanical failure, or other domestic problem wherein the firefighter must leave duty to prevent more severe illness, injury, and/or monetary loss to the firefighter or his/her family.

Section 5 – Sick Accrual

a. Firefighters working a 56-hour week and recruits/probationary firefighters working a forty (40) hour week shall accrue sick leave hours at the rate of ten (10) hours per month, starting the last day of the first full month of employment. Earned sick leave time shall be accumulated from year to year, not to exceed 56 working days total or 1344 hours.

b. Firefighters working a 40-hour week shall accrue sick leave hours at the rate of seven (7) hours per month, starting the last day of the first full month of employment. Earned sick

leave time shall be accumulated from year to year, not to exceed 120 working days total or 960 hours.

c. If an employee left his/her employment with the City prior to 01/01/07 after serving at least 365 days of full-time employment, is then rehired within one (1) year of separation from employment, and then completes an additional 365 days of full-time employment, he/she will receive prior service credit for years worked as a full-time employee and shall be credited with the balance of his/her prior sick leave hours.

d. Full-time employees hired prior to January 1, 2018 are entitled to payment of their unused sick time hours not to exceed a set maximum amount of hours (1344 hour for 56 hour personnel and 960 hours for 40 hour personnel). The set maximum amount of hours for payment is established per employee. The maximum amount of sick time that is paid upon separation is determined and set at the highest balance of sick time hours the employee has accrued during the 2018 calendar year. Employees will be provided a letter of acknowledgment stating their set maximum amount of sick time hours for payment. Once acknowledged and signed by the employee, the letter will remain in the employee's personnel file.

e. The amount of hours accrued at the time of termination, not to exceed the set maximum amount of sick time hours per individual, will then be paid based on their years of full-time service with the City. If an employee leaves his/her employment with the City on or after 01/01/07 after serving at least 365 days of full-time employment, is then rehired within one (1) year of separation from employment, and then completes an additional 365 days of fulltime employment, he/she will receive prior service credit for years worked as a full-time employee. However, the rehired employee will not receive sick time hours left unpaid to him/her at the time of his/her termination date. The rehired employee will start their reemployment with the City with a zero (0) sick time balance.

Payment of accrued sick time is as follows:

Years of Full-time Service at time of separation	Percentage of Sick Time Payout
5 Years	30 %
10 Years	50%
15 Years	75%
20 Years	100%

f. Payment will be calculated at the employee's current base rate plus longevity rate, plus education incentive pay rate and may be included in the employee's last regular earnings paycheck, if possible, or in a separate check. Full – time employees hired or rehired on or after January 1, 2018 are not entitled to payment of their unused sick time hours at separation.

Section 6 – Family and Medical Leave

The City's policies regarding the Family and Medical Leave Act (FMLA) of 1993 and its subsequent amendments and Additional Leave are set forth and controlled by the City's Civilian Employee Personnel Policy Handbook.

Section 7 – Military Leave

The City's policies regarding Military Leave an Indiana Military Family Leave are set forth and controlled by the City's Civilian Employee Personnel Policy Handbook.

Section 8 – Jury Duty Leave

The City encourages employees to fulfill their civic responsibilities by serving jury duty when summoned. The pay of any employee who has received a subpoena for jury duty or as a witness will continue at the regular rate. Payment by the court to the employee may be retained by the employee.

Employees must show the jury duty summons to the department head or designated supervisor as soon as possible so the City may make arrangements to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits. Either the City or the employee may request and excuse from jury duty if, in the employer's judgment, the employee's absence would create serious operational difficulties.

If an employee is released from jury duty with more than half his/her regularly scheduled shift remaining, the employee is expected to report to work.

The City will continue to provide and accrue all regular benefits for the full term of the jury duty absence. Such time spent on jury duty shall be counted as hours worked in calculating overtime.

Section 9 – Court Time

Any firefighter who is required to be in court during their off-duty time shall receive either pay or compensation time of for each court appearance hour with a two hour minimum. This pertains only to court appearances related to the activities of the Police or Fire Department.

Section 10 – Bereavement Leave

a. Firefighters are entitled to paid bereavement leave as of their date of hire. An employee wishing to take time off for the death of a family member should notify that officer in charge immediately.

b. Employees are eligible for leave with pay for attending the funeral of a relative or other member of the household. This leave should not exceed two 24 hour shifts, and the shifts must be in conjunction with the date of the death or the funeral. Such leave may be granted upon the death of:

   (1) A spouse;
   (2) A father, mother, son, step-son, daughter, step-daughter, brother, half-brother, step-brother, sister, half-sister, step-sister, grandparent, grandchildren, step-grandchildren, aunt, uncle or the spouse of any of these;
   (3) Persons listed in two (2) above that are members of the employee's spouse's family;

(4) A person living in the same household with the employee;

c. Two (2) additional 24 hour shifts in conjunction with the date of death or the funeral shall be granted to the employee if the funeral site is over two hundred fifty (250) miles from Noblesville unless the employee requests less time.

d. Exceptions may be granted at the discretion of the chief for other deaths.

Section 11 – Daylight Savings Time

For shift personnel working their regular scheduled shift day affected by the daylight savings time change will be paid for actual hours worked.

Section 12 – Fetal Protection and Pregnancy Leave

a. Purpose: To state the policy concerning pregnancy leave for sworn members of the Department.

b. Policy: To provide pregnant firefighters an opportunity to choose, with agreement of both the attending obstetrician and the Fire Department physician, the work parameters that best meet their particular pregnancy.

c. Definitions

1. PRENATAL: That part of a pregnancy before birth.

2. LIGHT DUTY ASSIGNMENT: Light duty will consist of allowing the employee to work, but only under the restrictions placed on them by their health care provider and the Department physician. This could include temporary assignment to an administrative position or other work modifications in accordance with the City or Department's light-duty or modified-work policies.

d. Procedure

1. The pregnant firefighter will be allowed to continue to fill their position as a 56-hour employee working on their shift in a full duty capacity so long as, in the Department's view, the pregnant firefighter is able to perform the essential functions of the job with or without accommodation and without jeopardizing the health and safety of other firefighters. The pregnant firefighter may request, at any time, to be placed on temporary light duty status, not to exceed the duration of the pregnancy, in accordance with the firefighter's health care provider's documented restrictions and in accordance with City and Department policies.

2. A pregnant firefighter who is unable to report to full duty after giving birth to a child but is capable of assignment to light duty may be placed in a light duty status under applicable City and Department policies.

e. General Information

1. Pregnant firefighters, including firefighters assigned to temporary light-duty status after delivery of the baby, shall receive full pay and benefits while on temporary light duty assignment including filling a 40hour administrative position.

2. Firefighters returning to full duty status from temporary light duty assignment – either during pregnancy or post-delivery, shall follow City or Department return to work procedures.

3. All supervisory personnel shall treat information relative to a pregnancy as confidential.

4. The Department will comply with the City's and Department's policies regarding the Family Medical Leave Act.

f. Expressing Milk

1. The Department incorporates by reference the City's Workplace Accommodations for Nursing Mothers, as amended from time to time. A firefighter desiring to express breast milk for her infant child will be provided with appropriate facilities as set forth in the City's Civilian Handbook. These include the following:
    i. Reasonable paid break time each day to a nursing firefighter mother who needs to express breast milk for the firefighter's infant child. The break time must, if possible, run concurrently with any break time already provided to the firefighter, unless the firefighter's break time is meal period only, but the break time may not unduly disrupt the operations of the Department.
    ii. An appropriate room or place shall be provided for the firefighter to express breast milk in private. Such room or place shall be in close proximity to the firefighter's work area, and shall not be a toilet stall. Means shall be provided to secure the door to any private area, or otherwise make it clear to others that the area is occupied with a need for privacy. Firefighters assigned to the field may take lactation breaks at the nearest appropriate private area.
    iii. A refrigerated area shall be provided for storage of expressed breast milk until the end of the firefighter's shift.

Section 13 – Duty Classification/Status

a. Scope: The nature of the work performed by employees of the Noblesville Fire Department (FD) during any work shift can be very physically demanding and sometimes intense. Therefore, Department personnel shall be identified as functioning in one of three (3) "duty classification" types. The duty classification types are: No duty, Light Duty, and Full Duty. The purpose of this classification system is to both protect employees that may have been injured or sick, as well as the employees that must work with those who were injured or

sick. By proactively working with both the Fire Department Physician and the employees' attending physician the expectation is that the optimal choice of duty status will be determined for all concerned.

b. Purpose: Aside from protecting employees from harm, a secondary purpose of this policy is to provide for an alternative for a firefighter with a temporary mental or physical condition that has been released to return to work with restrictions by the FD Physician. This duty status may be requested by the firefighter, with just cause, or may be ordered by the Chief of the Noblesville Fire Department under the direction of the FD Physician. Allowing for the assignment to a Light Duty status is at the discretion of the Noblesville Fire Department Chief or his/her designee. Light Duty allows the employee to temporarily perform functions that may or may not be a part of their Full Duty job description, within the restrictions prescribed by the FD Physician. Light Duty is a temporary arrangement until the employee can resume full activities of his/her regular job as prescribed by the FD Physician, or until a Light Duty position is not available as determined by the Chief or his/her designee.

c. Definitions

1. SICK LEAVE: That time period during which the firefighters are excused from reporting for active duty by reason of illness or injury not job related or classified as serious bodily injury.
2. ATTENDING PHYSICIAN: The physician whom the employee has been under the care of during the course of their particular ailment. Many times this is the physician that originally placed the employee on a restricted duty status or from whom the employee is receiving or has received care.
3. FIRE DEPARTMENT PHYSICIAN: A medical doctor with access to, and knowledge of, the various job descriptions for all positions within the Noblesville Fire Department, as well as a working knowledge of fire service requisite skills and abilities. The Fire Chief shall have the responsibility to select a qualified medical doctor to serve as the Fire Department Physician.
4. NO DUTY: That duty status in which an employee is sufficiently disabled from either illness, injury or other medical condition that their return to any type of duty is contrary to both the interest of the employee and the department. This determination will typically be made by the attending physician. If the attending physician has made a "no duty" determination, it will be unnecessary for the FD physician to meet with the employee. It is conceivable that, once released from "no duty" by the attending physician, the employee may be placed on "no duty" status by the FD physician.
5. LIGHT DUTY: Personnel recovering from a health condition or with a limiting health condition who are not on "Full Duty" and not on "No Duty" status will be assigned to light duty. Light duty will consist of allowing the employee to work, but only under the restrictions placed on he/she by the FD physician. It is impossible to specify all of the different restrictions and resulting work limitations that could result from a particular illness or injury. The type of permissible duty will be determined by the FD physician and relayed to the employee. These restrictions will be strictly followed. Under no circumstances will the restricted employee operate outside of the parameters set forth by the FD physician. The maximum time that an employee may be on light duty is 120 days as noted by the City of Noblesville Sick Leave policy (Section IV-I) and

directed by the Pension Board and Board of Public Works for the Fire Department.

6. FULL DUTY: "Full Duty" status indicates that an employee is capable of performing all duties that are required of that employee as listed in their appropriate job description.

d. Light Duty

1. The FD Physician will determine what specific restrictions exist for the firefighter.
2. The Fire Chief or his designee will determine if there is, in fact, work available that meets the Light Duty requirements for the employee as set forth by the FD Physician.
3. Light Duty could include performing duties that generally fall outside of the "usual" job description for that employee. The Fire Chief reserves the right to alter work schedules. An individual assigned to light duty shall function under the direction of the Fire Chief or his/her designee, including Assistant Chiefs, Battalion Chiefs, or Division Chiefs of the Noblesville Fire Department within the parameters set forth by the FD Physician. Duties may include but are not limited to the following:
    a. Assignment within any of the Noblesville Fire Department Divisions, which includes Inspections, Prevention/Investigations, Training, or EMS.
    b. Clerical or data entry, filing, scanning documents, making copies, etc.
    c. Any other like duties as assigned by the Chief or his/her designee.
4. No firefighter placed on Light Duty shall lose his or her compensation, seniority, bid position, bid rights, or eligibility for promotion. Further, the firefighter on Light Duty shall continue to accrue ten (10) hours of sick leave per month, regardless of any schedule changes.
5. Light Duty rate of pay conversion (see chart below)

Current Rate @ 56 Hour	Converted Rate @ 40 Hour	Title	Annual (56 - hour)	Annual (40 – hour)
$19.82	$28.49	Probationary Firefighter	$59,261.80	$59,259.20
$21.75	$31.27	Pipeman	$65,032.50	$65,041.50
$26.46	$38.04	First Class Firefighter	$79,115.40	$79,123.20
$27.60	$39.68	Engineer	$82,524.00	$82,534.40
$29.06	$41.77	EMS Duty Officer	$86,889.40	$86,881.60
$29.70	$42.69	Lieutenant	$88,803.00	$88,795.20
$31.17	$44.81	Captain	$93,198.30	$93,204.80
$31.70	$45.57	Executive Officer	$94,783.00	$94,785.60
$33.34	$47.93	Battalion Chief	$99,686.00	$99,694.40

6. Firefighters assigned to Light Duty forty (40) hour workweek, will follow the same holiday schedule as those members covered under this Agreement working a forty (40) hour workweek.
7. While on Light Duty, if approved vacation time is used, the firefighter assigned to a forty (40) hour work week, will only have to use up to eight (8) hours of vacation time per work day, deducted from the their total balance of converted vacation hours. Prior to using vacation time the firefighter's total number of vacation hours will be converted from fifty-six (56) hour workweek to a forty (40) hour workweek. The conversion is based on the percentage of vacation hours a firefighter has remaining out of the total number of vacation hours the firefighter earned on January 1. This percentage is applied to the total number of vacation hours the firefighter would have received on January 1 if he/she had been on a forty (40) hour workweek. Vacation hours will be rounded to the nearest even number because vacation hours may only be used in two (2) hour increments. When the firefighter returns to the 56 hour workweek, the remaining vacation hours will be converted from the forty (40) hour workweek, using the same percentage based policy.
8. Firefighters who have sustained injury/illness in the line of duty and is approved by the FD physician for a Light Duty Assignment may decline said assignment without pay or may use available vacation hours. If vacation hours are exhausted, the time off will be without pay, regardless of the number of sick hours available to the firefighter.
9. Light Duty shall only be provided to the extent that such Light Duty work is otherwise available. Light Duty may be terminated by the Fire Chief or his/her designee in his/her sole discretion at any time based on business necessity, safety, or any other legitimate reason by informing the employee.

10. Light Duty shall begin and terminate as determined by the Chief or his/her designee as previously mentioned. Written orders from the employee's attending physician must be presented with duty restrictions. The employee will then receive a consultation with the FD Physician, wherein, the duty restrictions of the attending physician will be upheld, or altered to the satisfaction of the FD physician. All of this must take place prior to approval of a Light Duty assignment and prior to returning to the firefighter's regular job position.
11. All Light Duty firefighters will report for their assignment dressed in a manner suited to their assignment as determined by the Chief or his/her designee and subject to the needs of the assigned duty.
12. Employees who have been approved for a disability pension under either the 1937 Fund (IC36-8-7) or the 1977 Fund (IC36-8-8), and who have begun to receive disability benefits under either fund shall not be eligible for Light Duty status.
13. In the event a firefighter exceeds the 120-day Light Duty time parameters, the affected firefighter may request one of the following:
    a. The use of accrued vacation.
    b. A disability pension pursuant to state law.
    c. An extension of the 120-day light duty period granted by the Chief: Such a request must be made in writing through the Fire Chief and prior to the expiration date of the original 120-day light duty period. The extension will be granted at the discretion of the Chief.

Section 14 – Reinstatement of Employee

The Noblesville Common Council authorizes a Department Head, with the approval of the appropriate Merit Commission and Board of Works, to reinstate said benefits of any Firefighter who, after serving at least 365 days of full-time employment, resigns from the department, is then rehired within 1 year of separation from employment, and completes an additional 364 days of fulltime employment. All of which is subject to the aforementioned authority with completion of requirements under conditional offer of employment.

Article X - Grievance Procedure

Section 1 - Grievance

a. Definition - A grievance is a good faith complaint, dispute or controversy in which it is claimed:
    1. That either party has failed in an obligation under this Agreement, and;
    2. Involves the meaning, interpretation or application of this Agreement.

b. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible. Should the City and/or Department fail to act within the time limits herein, the grievance shall be deemed denied as of the expiration date for City action, which shall immediately begin the timeline for the Association to proceed under this Article X. Should the Association fail to comply with

the time limits herein, the grievance shall be considered forfeited and waived. Time limits may be extended by mutual consent of the Department and the Association.

c. The Noblesville Fire Department Merit Commission (hereinafter "Merit Commission") has the authority to determine if a claim is made in bad faith. If the Merit commission, in its sole discretion determines a claim: 1) does not have merit, and; 2) was not made in good faith, it may order the grievant or the Association (if the Association supported the grievance) to reimburse the City for attorney's or cost of defending a claim up to $500.00 as determined by the Merit Commission.

d. The word "day" shall mean calendar day, excluding Saturdays, Sundays and City legal holidays, for the purpose of this Article X.

e. The following procedure shall be utilized when a grievance is initiated by an employee, a group of employees, or the Association:

Step 1: A grievance may be presented orally or in writing to the Association President (or his/her designee) within ten (10) days of the occurrence of the event causing the complaint, dispute, or controversy or within ten (10) days after it became known to the employee. The President or designee will attempt to settle the matter informally with the Department within three (3) days of being presented the grievance. If the matter is not settled in that time, the matter will be referred to Local 4416's Grievance Committee to determine if the grievance has merit. The matter must be heard and decided by the Grievance Committee no later than ten (10) days after the grievance was submitted to the Association President.

Step 2: If the Grievance Committee determines the grievance has merit and is made in good faith, the matter will proceed with the support of the Association. If the Grievance Committee, after a hearing with the grievant, determines the grievance does not have merit or is not made in good faith, the grievant may appeal to the Local 4416 internal policy or he/she may take the grievance to Step 3 of this procedure without the support of the Association.

Step 3: The Association or aggrieved firefighter shall reduce the grievance to writing. The written grievance must be presented to the Chief within five (5) working days after the hearing before the Association's Grievance Committee. The written grievance shall be delivered to the Chief no more than twenty (20) days of the occurrence of the event causing the complaint, dispute, or controversy or within twenty (20) days after it became known to the employee, as determined by the Chief. The Chief shall issue a written decision regarding the grievance within ten (10) days after receipt of the written grievance.

Step 4: If the grievance is not settled at Step 3, the Association or aggrieved firefighter may appeal to the Merit Commission by delivering to the Merit Commission a written appeal within ten (10) days after receipt of the Chief's written reply in Step 3. The Merit Commission may hold the hearing at its next regularly scheduled meeting or schedule a meeting specifically to hear the grievance. However, unless all parties agree otherwise, the hearing must take place no later than thirty
(30) days after receipt of the appeal and must give at least six (6) days' notice of the time and place of the hearing.

f. Merit Commission's Jurisdiction: The Merit Commission shall be expressly limited to the meaning, intent, or application of the provisions of this Agreement. It shall have no power to add to, detract from, or alter in any way the provisions of this Agreement, including increase City or Department appropriations, budgets, or taxes.

g. Effect of Merit Commission's Decision: The decision of the Merit Commission shall be in writing. Either party may appeal the decision of the Merit Commission in civil court within thirty (30) days of the Merit Commission's decision. The City shall be named as the sole defendant.

Article XI – Drug Free Workplace

PURPOSE

The purpose of this policy is to provide and maintain a safe and healthy workplace environment for members and employees of the Noblesville Fire Department. The policy is necessary to ensure and maintain the public safety, trust, respect, and professional image of the department firefighters. The policy is in the best interest of our community and represents the personal values of professional firefighters.

POLICY

This policy is intended to eliminate the use of illegal drugs and alcohol, and the misuse of legal drugs in the workplace; the order is not intended to allow unwarranted intrusions into a firefighter's private life, or to be used against any individual or group on a basis other than substance abuse. The Noblesville Fire Department recognizes illegal drug use, the misuse of prescription drugs and alcohol as a threat to the public welfare and the welfare of employees of the department. Therefore, the Noblesville Fire Department will take the necessary actions, including drug and alcohol testing, to eliminate such a problem in the workplace. Substance abuse is a serious concern because of its adverse effect on job performance, attendance, job safety, employee health and the state of readiness of the department. The Noblesville Fire Department will not tolerate any use of alcohol or illegal drugs while on-duty or when reporting for duty, for the best interest of employee health and wellbeing. It is the responsibility of every employee to prevent substance abuse in the Noblesville Fire Department.

A Drug Program Manager (DPM), appointed by the Fire Chief will be responsible for managing the substance abuse program.

I. POLICY REFERENCES & APPLICABLE PROFESSIONAL STANDARDS

A. Noblesville Fire Department Merit Commission Law and Rules
B. Noblesville Fire Department Employee Assistance Policy
C. Noblesville Fire Department Rules & Regulations
D. NFPA 1500

II. DEFINITIONS

A. Employees: all sworn members of the Noblesville Fire Department

B. Employee Assistance Program (EAP): a city-sponsored program that provides confidential assessment, counseling, and referral, if necessary, at no cost to the employee whose personal problems, including substance abuse, are interfering with job performance.

C. Drug(s): chemical agents that interact with the central or peripheral nervous system of the body to produce changes that alter the body chemistry, behavior, or thinking of the person taking the drug which includes alcohol, controlled drugs, and illegal drugs.

D. Illegal Drugs: drugs that are not legally obtainable because they are controlled by federal or state laws; or, drugs that may be legally obtainable but have been obtained illegally; or drugs that are used in a manner or for a purpose other than that allowed by law or prescribed by medical practitioners.

E. Legal Drugs or Prescription Medication: drugs or medication prescribed by a physician and obtained in an accepted legal manner and used in the combination and quantity prescribed.

F. Substance Abuse: the use of illegal drugs or misuse of alcohol and/or prescription medicine by sworn Noblesville Fire Department employees.

G. Substance Testing: an analysis by scientifically accepted procedures of a sample of blood, urine, or breath to determine the presence of chemical by-products or drugs ingested or used by a person. Chemical presence is determined by certified laboratory results or by a Medical Review Officer or another qualified medical officer. Testing may be used to determine the presence of: ALCOHOL, AMPHETAMINES, PHENCYCLIDINE (PCP), MARIJUANA (THC), COCAINE, OPIATES, or THEIR DERIVATIVES, CODIENE, HYDROCODONE, HYDROMORPHINE, MDMA, 6-AM METHAMPHETAMINE, MORPHINE, OXYCODONE, OXYMORPHINE, METHADONE, BENZODIAZEPINE, PROPOXYPHENE and ECSTASY. This listing does not limit the scope of the testing.

H. Medical Review Officer (MRO): a certified medical review officer, a doctor or qualified medical person.

I. Reasonable Suspicion: the belief that a fact or condition may exist, based on observations of specific, objective facts and any inferences which can, in light of the observer's experience, reasonably drawn from those facts (see Article VI, Mandatory Drug Testing, Section E, Reasonable Suspicion).

III. SCOPE OF PROBLEM

This program addresses the use of illegal drugs, which includes the misuse of legal drugs, as well as the problem(s) associated with alcohol misuse.

A. Employees must advise their supervisor if they–feel any impairment from prescription medication or off-duty social use of alcohol. Employees are prohibited from reporting for duty in an impaired state.

B. Noblesville Fire Department Merit Commission Law (IC 36-8-3.5-17 et al.), Noblesville Fire Department Rules and Regulations #10.2, #10.31, and #10.32 in their entirety, are part of the enforcement of this policy.

C. Employees arrested for violation of drug statues or alcohol-related violations in any jurisdiction, must report it within five calendar days to the Fire Chief.

D. Employees convicted of violation of drug statues or alcohol-related violations in any jurisdiction must report them to the Fire Chief within five calendar days.

E. The possession of illegal drugs is a crime and must be reported to the police department and a Noblesville Fire Department officer.

F. Nothing in this policy shall be construed to change or modify any Noblesville Fire Department member's duty to properly discharge the responsibilities of his or her position or rank.

G. The Noblesville Fire Department is committed to program confidentiality and maintains that interest as a matter of professionalism. The results of all medical examinations and blood, urine, and hair tests will be confidential. Distribution of test results will be strictly limited to the Drug Program Manager and staff personnel having a need to know such information. Disciplinary actions taken as a result of this policy are matters of public information and are not confidential.

IV. MANDATORY DRUG TESTING

A. Candidates for appointment: all candidates selected for employment with the Noblesville Fire Department will undergo a substance abuse test before being offered a position. Any applicant who tests positive without a valid explanation will not be hired.

B. Promotions: An employee who is considered for a promotion or an appointment to a higher supervisory position will be required to submit to a substance abuse test before the promotion or appointment.

C. Department Vehicle/Apparatus Accidents: employees driving department vehicles or any other city owned vehicle, who are involved in property damage or personal injury accidents may be required to submit to substance abuse testing. Drivers of department or city owned vehicles, will be required to submit to substance abuse testing if the vehicle accident results in any of the following outcomes:

1. Fatality;

2. Bodily injury to a person or employee who, as a result of the injury, immediately receives medical treatment away from the scene of the accident;

3. One or more vehicles incurring disabling damage as a result of a collision which requires at least one of the vehicles to be transported away from the scene by a tow truck;

4. An employee cited under state or local law for a moving traffic violation arising out of or related to a vehicle accident.

Note: A superior officer or safety officer is responsible for having the substance abuse test administered within one hundred twenty (120) minutes from the time of the accident, provided it is medically possible.

D. Impaired Employees: Employees who report for duty visibly impaired or during the tour of duty are presumed unable to perform his/her assigned duty due to visibly impaired behavior, will not be allowed to work. If in the reasonable judgment of two immediate supervisors, the person is impaired or behavior questionable, he or she must be taken to an approved medical facility by a supervisor for substance abuse testing. The person will be on sick leave status pending the test results. An impaired person will not be permitted to drive. Supervisors must document such incidents, referrals, and the reasons to the Fire Chief.

E. Reasonable Suspicion: The Fire Chief or his/her designee will require substance abuse tests in any case where evidence amounting to reasonable suspicion indicates substance abuse.

Reasonable suspicion testing must be based on observable behaviors, which may include: frequent absenteeism or tardiness, decline in productivity, unusual or inappropriate work-related behavior, or unusual changes in behavior or performance. Other observable behaviors may include, but are not limited to, the lack of health or safety concerns, and preoccupation with personal or other outside activities, the smell of alcohol, an unsteady gait, swaying, staggering, slurred speech, drowsiness, belligerence, profuse perspiring, unusually red eyes, the inability to answer simple questions or rambling speech.

Before a test can be ordered, reasonable suspicion must be collaborated between the employee's supervisor and another department supervisor or superior officer, and it must be documented that each observed the behavior of the employee in question. See Article III, Definitions.

The person will be on sick leave status pending the test results. An impaired person will not be permitted to drive. Supervisors must document such incidents, referrals, and the reasons to the Fire Chief. If an employee is suspected of impairment but is cleared by a MRO in testing, the employee's sick leave shall be reinstated.

V. TESTING PROCEDURE

A. ILLEGAL DRUGS

1. The substance abuse test required by this policy and chain of custody procedures will be administered as directed by substance abuse and mental health services, or occupational health service professionals, using widely recognized standards. Copies of these guidelines will be kept on file in the Noblesville Fire Department personnel office and in the office of the DPM.

2. All positive results will be confirmed by an alternate test of the sample. Test results must be interpreted by a certified medical review officer (MRO). Follow-up tests at appropriate intervals may be required of employees with confirmed positive tests (up to six random drug and/or alcohol tests over a two-year period from the time of the positive test).

3. After testing, employees will be given an opportunity to explain a positive test result for drugs to the MRO.

4. Notification of random testing (when applicable, see Section IX, Disciplinary Process), will be made by the DPM. Testing will take place within the work period when notified. Persons being tested will have 120 minutes to report to the testing site. Scheduling conflicts must and will be resolved with the DPM. The DPM will reconfirm the availability of those directed to the testing laboratory to avoid scheduling conflicts. Only departmental photo ID or photo driver's license will be accepted as identification. Other information may be requested by the testing laboratory and shall be submitted by the person to be tested.

5. Positive test results for illegal drugs will be given only to the DPM, who will report them immediately to the Fire Chief. Such results will also be made available to the person tested.

B. ALCOHOL

1. Employees will be required to submit to an alcohol screening test (certified breathalyzer).

2. Employees with an alcohol screen test that indicates the presence of alcohol will be given a confirmation test after a fifteen (15) minute waiting period. Follow-up tests at appropriate intervals may be required of employees with confirmed positive test results.

3. A positive alcohol test consists of .04 or greater, as confirmed by certified breathalyzer. An alcohol test of less than .02 will be reported as negative. An alcohol test of .02 but less than .04, will cause the employee to be immediately relieved of duty without pay and be required to submit to another alcohol screening test upon their next regularly scheduled shift day. (See Article IX, Disciplinary Process, Sections A and C).

4. Positive test results for alcohol will be given only to the DPM, who will report them immediately to the Fire Chief. Such results will also be made available to the person tested.

VI. EMPLOYEE ASSISTANCE PROGRAM

A. Use of the Employee Assistance Program (EAP): It is the responsibility of employees to seek assistance before alcohol or other substance abuse leads to job related problems or disciplinary actions. This may be done through the city's employee assistance program or other private programs of the employee's choosing. For help, firefighters may call, without using their name, the DPM office, the personnel office, or may refer to the benefits ordinance to have questions answered regarding programs and costs. A supervisor may suggest that an employee voluntarily seek help through the assistance program.

B. Voluntary self-referral: Employees may voluntarily contact the EAP or any private program for substance abuse treatment. The expense of the programs other than the EAP is the responsibility of the employee. Medical insurance coverage for private substance abuse treatment programs may be limited. Employees should contact the insurance provider or the personnel office to ask the extent of private treatment program expense and coverage. Employees do not have to give their name to obtain coverage information, just the name of the policy.

   Voluntary entry into an EAP and/or treatment program does not exempt the employee from random testing or any part of this policy and is not considered a positive test as it relates to this policy. Voluntary entry into an EAP is regarded as self-help and is the responsibility of the individual. The Fire Department will allow confidential provisions or duty exceptions if a member is voluntarily complying with an accredited EAP, provided the Noblesville Fire Department is aware of the member's need. The compliance provisions are decided on a caseby-case basis. It is the sole discretion of the member to inform the Noblesville Fire Department.

C. Mandated department referral: Mandated department referral may result from any positive test for drugs or alcohol, (particularly, but not limited to alcohol tests of .02 but less than .04), or from reasonable suspicion testing, or from mental health/psychological fitness for duty testing. Mandated department referral into an EAP is not a disciplinary process but a method for the Noblesville Fire Department to get the member professional help and at the same time ensure public safety and a safe workplace.

VII. DISCIPLINARY PROCESS

A. Employees with a confirmed (positive) test result showing an illegal substance (e.g., cannabinoids, cocaine, amphetamines, phencyclidine (PCP), opiates, etc.), or for alcohol .04 or greater will be suspended 240 hours without pay (ten duty days), the employee shall receive a 24-hour suspension without pay at which time the employee is placed on sick leave and evaluated by a substance abuse professional. The employee must successfully complete the course of treatment prescribed by the substance abuse professional. If the employee fails to cooperate or withdraws from the assigned treatment program, he/she will be given the remaining 216 hours (9 duty days) suspension without pay. After completion of the prescribed rehabilitation program the employee is required to enter a Fire Department/EAP chemical dependency monitoring program agreement. Any agreement noncompliance is subject to result in the employee's termination from employment. A confirmed positive test will also subject the employee to an additional six random drug and alcohol tests over a two-year period from the time of the positive test.

B. Employees with a confirmed test result showing a legal drug used illegally (e.g., using without prescription or using another person's prescription) will be suspended for 240 hours without pay (ten duty days) or with the approval of the Fire Chief, the employee shall receive a 24-hour suspension without pay at which time the firefighter is placed on sick leave and evaluated by a substance abuse counselor. The employee must successfully complete the course of treatment prescribed by the substance abuse professional. If the employee fails to comply, cooperate, or withdraws from the assigned treatment program, he/she will be given the remaining 216 hours (nine duty days) suspension without pay. After completion of the prescribed rehabilitation program, the employee is required to enter a Fire Department/EAP chemical dependency monitoring program agreement. Any agreement non-compliance is subject to termination. A confirmed positive test will also subject the employee to an additional six random drug and alcohol tests over a two-year period from the time of the positive test.

C. An alcohol screening test of .02 but less than .04 will cause the employee to be placed on administrative leave without pay for the remainder of the duty day. The employee will be required to submit to another alcohol screening test upon his or her next regularly scheduled duty day. The employee may also be referred for a mental health/psychological fitness for duty examination and/or required to enter a Fire Department/EAP program. Two subsequent tests of .02 but less than .04 will be regarded as a positive alcohol test.

   Employees with positive tests may not return to duty until there has been a fitness for duty assessment.

   Any second positive drug or alcohol test result during the period of employment will cause the Fire Chief to refer the employee to the Noblesville Fire Department Merit Commission for termination.

D. Employees are also subject to discipline up to and including termination for any of the following:

1. Violation of the criminal drug statues in any jurisdiction;

2. Conviction of the criminal drug statues in any jurisdiction;

3. Providing or attempting to provide a false test sample; or

4. Failure to follow requirements of this policy; recommended or required treatments, or failing to successfully complete the EAP as directed.

E. Employees are required to sign the release of information form and consent for Drug/Alcohol testing form provided by the testing facility. Failure to sign the required forms is a violation of the Noblesville Fire Department Rules and Regulations for failing to obey orders and subject to discipline. The employee may also be referred to a fitness for duty examination and/or placed in an administrative position for evaluation.

F. Employees with a confirmed positive test result that successfully complete the course of treatment by a substance abuse professional shall have the remaining 216 hours of unpaid suspension deleted. The employee's personnel record shall only reflect the 24-hour unpaid suspension.

VIII. INFORMATION AND TRAINING

A. Supervisors and officers will receive formal training and orientation about the substance abuse policy and program. The purpose of the training is to ensure fair and consistent implementation of the policy and program.

B. The Drug Program Manager's contact information will be posted in every Noblesville Fire Department facility for employees to call if they have questions.

C. The Noblesville Fire Department will periodically issue and/or broadcast substance abuse information or drug and alcohol awareness literature to provide employee/family education about drug and alcohol problems.

D. Each employee will receive a copy of this policy and must read it. Employees will be required to read and sign an agreement form which attests that they have received a copy of this policy. This completed and signed form will become part of their personnel file.

E. The labor/management process between the Noblesville Fire Department and IAFF Local 4416 will be responsible for semi-annual review and evaluation of this policy and substance abuse procedures. Proposed changes to this policy as a result

of that process will be referred to the Noblesville Fire Department Merit Commission for consideration and approval/rejection.

Exhibit A

Category	Service	Interval
Blood and Lab Work	Blood Panel	Annual
	CMP (Comp. Metabolic Panel)	Annual
	CBC (Comp. Blood Count)	Annual
	Lipid Panel (total chol., HDL, LDL, ratio)	Annual
	Venipuncture	Annual
	TB Skin Test	Annual
Medical Testing	Wellness Medical Testing	Annual
	Vital Signs; ht., wt., BMI., BP., etc.	Annual
	Vision-Acuity	Annual
	PFT - Pulmonary Function Test	Annual
	Audiometry	Annual
	EKG	Annual
	Urinalysis	Annual
Physical Exam	Respirator / Medical Review	Annual
	Comprehensive Physical Exam	Annual
	Health Risk Appraisal	Annual
Fitness Services	Treadmill (40+ & divers)	Annual
Web-Based	OnMed Program	Annual
Other Testing	Chest X-Ray (annual for divers)	Every 4 years
	Cholinesterase (Dive & Hazmat)	Annual
	Influenza Vaccine (optional)	Annual
	HIV – 4th Gen. Rapid Test (Offered to all)	Annual
	PSA-Prostate Specific Ag (Men 40+)	Annual
	Rectal / Hemoccult (Men 40+)	Annual

ALL OF WHICH IS agreed by the Board of Public Works and Safety this

____ day of _____, 2023.

BOARD OF PUBLIC WORKS AND SAFETY

_____
Jack Martin, Member

_____
John Elmer, Member

_____
Laurie Dyer, Member

_____
Rick Taylor, Member

_____
John Ditslear, Member

ATTEST:

_____
Evelyn Lees, Clerk

ALL OF WHICH IS AGREED by the Common Council of the City of Noblesville, Indiana, this _____ day of _____, 2023.

COMMON COUNCIL OF THE CITY OF NOBLESVILLE

Aye	Nay
Brian Ayer	
Mark Boice	
Mike Davis	
Greg O'Connor	
Darren Peterson	
Pete Schwartz	
Aaron Smith	
Dan Spartz	
Megan Wiles	

APPROVED and signed by the Mayor of the City of Noblesville, Hamilton County, Indiana, this ____ day of _____, 2023.

_____
Chris Jensen, Mayor
City of Noblesville, Indiana

_____
Jim Butts, President
Hamilton County Professional Fire Fighters
IAFF Local 4416

_____
John Huseman, District Vice-President
Noblesville District, IAFF Local 4416

_____
Travis Lee, District Trustee
Noblesville District, IAFF Local 4416

Exclusive Recognized Representatives for the
Members of the Noblesville Fire Department
Pursuant to Indiana Code 36-8-22-3

ATTEST:

_____
Evelyn Lees, Clerk
City of Noblesville, Indiana