

**LABOR AGREEMENT**

**Between**

**SUGAR CREEK TOWNSHIP, NEW PALESTINE, INDIANA**

**And**

**HANCOCK COUNTY PROFESSIONAL FIREFIGHTERS  
UNION  
IAFF LOCAL 4787**

**EFFECTIVE**

**September 18, 2012 through December 31, 2014**

*This version dated August 16, 2012*

## Preamble

This agreement is entered into freely between the Hancock County Professional Firefighters Union Local 4787(the Union) and Sugar Creek Township in Hancock County, Indiana (the Township). The Union consists of professional full-time career firefighters working for the Sugar Creek Township Fire Department (the Department). The Union is represented by the President of Local 4787 and The Sugar Creek District Vice President. The Township is represented by the Sugar Creek Township Trustee. The execution of any contract will require the majority vote of the Sugar Creek Township Board.

The parties further agree to a phased-in approach to particular Articles of this Labor Agreement as follows:

Article I	Definitions for Terms Used in this Agreement	September 18, 2012
Article II	Basic Agreements	September 18, 2012
Article III	Union and Management Relations	September 18, 2012
Article IV	Work Hours	September 18, 2012
Article V	Wages and Overtime (with the exception of deletion of merit rank of Battalion Chief from Merit Commission Rules and Regulations which shall begin immediately subsequent to signing of this Agreement.)	January 1, 2013
Article VI	Additional Incentive Pay and/or Compensation	January 1, 2013
Article VII	Benefits	January 1, 2013
Article VIII	Miscellaneous Provisions	September 18, 2012

**Article I**  
**Definitions for Terms Used in this Agreement**

*Section 1, Firefighter(s):* The term “firefighter” refers to all full time professional career firefighters who are enrolled in the 1977 Police Officers' and Firefighters' Pension and Disability Fund, which is part of the Indiana Personnel Retirement System (INPRS).

*Section 2, Line Firefighters:* The term “line” in connection with firefighters refers to those firefighters normally assigned a fire station and shift, and not to the Administration.

*Section 3, Shift(s):* A “shift” constitutes a twenty-four (24) hour time period beginning and ending at 0700 hours.

*Section 4, Day(s):* The term “day” for administration staff is defined as an eight (8) hour time period from 0800 – 1600 hrs or normal business hours excluding paid holidays.

*Section 5, Union Representative:* The Union President, District Vice President, one (1) designated Union Steward per shift, or any member of Local 4787 who is designated by the Hancock County Professional Firefighters Union IAFF Local 4787 President to represent the Union for a specified matter or purpose.

*Section 6, Merit Commission or Board:* The “Merit Board” refers to the five (5) member commission set up under a Sugar Creek Township Firefighter Merit Resolution pursuant to IC 36-8-3.5.

*Section 7, First Class Firefighter:* A firefighter who has successfully completed their probationary period and has one (1) year of continuous service with the Department is a “First Class Firefighter”.

*Section 8, Management:* The term Management refers to the Fire Chief and his/her designee(s).

**Article II**  
**Basic Agreements**

*Section 1, Recognition:* The Township recognizes the Union as the sole and exclusive bargaining agent for the firefighters employed by Sugar Creek Township on a permanent basis. The Township agrees to take no action that would discourage Union membership or activities.

*Section 2, Consideration:* The interest of both parties is served by a cooperative and respectful relationship between the Township and Union; this agreement is the basis of that relationship. The Union will assist and encourage firefighters to fulfill the mission of the Sugar Creek Township Fire Department to the best of their abilities. The Township will provide competitive salaries, benefits, equipment and leadership in order to help fulfill that mission. Neither party will resort to nonproductive job actions such as strikes,

sick calls, lockouts, or other measures that significantly interfere with the mission of the Department. Indiana state law prohibits firefighters from striking.

*Section 3, Length of Agreement:* This agreement begins September 18, 2012 and ends December 31, 2014.

*Section 4, Future agreement/Evergreen clause:* The parties agree to begin good faith negotiations on a future labor agreement no later than May 1, 2014. If no future agreement is reached, salary and benefits shall remain unchanged for a minimum of one (1) year beyond the length of this agreement.

*Section 5, Modifications to this Agreement:* Both parties agree that this Agreement may be modified in writing during the time periods set forth in Section 3 of this Article with 30 days written notice, and both parties mutually agreeing to open up the Agreement for negotiations. Authority for Union Representatives to engage in negotiations to modify this Agreement prior to its end date may only be granted by a majority of active members by a secret ballot vote. The Township Trustee has the authority to engage in negotiations to modify this agreement prior to its expiration.

*Section 6, Minimums Only:* The terms of this agreement cover minimums only. The Township may, individually or collectively, place superior wages, hours, working conditions, and other employee benefits into effect.

*Section 7, Savings Clause:* If any provision of this Agreement is rendered or declared invalid by court action or legislation, the remaining portions of this Agreement shall remain in full force and effect.

### **Article III Union and Management Relations**

*Section 1, Open Communications:* The parties agree to keep an open line of communications between Union Leaders, the Chief and Township Trustee in an effort to maintain good relations, resolve problems informally, and increase the effectiveness of the Department.

*Section 2, Compliance with, Rules and Regulations:* Firefighters shall comply with all of the properly promulgated rules and will follow all regulations, general orders, policies and best practice guidelines. Firefighters also agree that the Chief may use, at his discretion, best business practices, to secure minimum staffing for overtime situations.

*Section 3, Changes to General Orders, Polices and Guidelines:* Management shall not unilaterally change general orders, policies and guidelines without first notifying the Union representatives and giving them an opportunity to be heard regarding the change. A change recommended by a labor management committee has met this notice and hearing requirement. A time frame for the change shall be communicated to Union

representatives prior to implementation. No time frame shall exceed 30 days without the proper notification of Union representatives for Union input.

*Section 4, Respect for the Chain of Command:* Firefighters recognize the need for, and will respect, the chain of command and comply with orders given by senior officers. If a firefighter feels an order is not in accordance with Department's rules, regulations, general orders, policies, guidelines or this Agreement; he or she may later seek redress through the grievance procedure.

*Section 5, Union Meetings:* The Union shall be allowed to hold regular meetings, special meetings or elections at fire stations or Fire Headquarters training rooms with the approval of the Chief or Chief's designee, the union will also be allowed to use the joint Township website and paging system with said approval.

*Section 6, Union Postings:* Union shall be allowed a union bulletin board in each station in the kitchen or eating area for union postings. Union shall be responsible for the purchase of the bulletin boards. No items detrimental to the good of the department shall be posted on the boards.

*Section 7, Direct Deposit:* The Township shall use direct deposit for payment to all full time personnel.

*Section 8, Retaliation:* The Township shall not take adverse job actions or "black list" Union officers, their designees or members who participate in legitimate, non-disruptive, Union activities or exercise the grievance procedure.

*Section 9, Union Business Leave:* The Chief or Chief's designee shall grant Union representatives reasonable leave from duty with pay, so long as it does not interfere with the overall operations or staffing requirements of the Department, for purposes of:

1. Processing of grievances, and
2. Conventions or Seminars

However, the Chief or the Chief's designee cannot deny requested Union representation by a firefighter during disciplinary inquires, hearings or meetings; formal or informal.

A minimum of 6 hours of Union Business leave per person per incident and a total of 50 hrs per person to cover court or Legal proceedings will be allowed. The items in subsection 1 and 2 of this section are items chargeable to the leave bank. Normally scheduled meetings and special meetings of the Hancock County Professional Firefighters Union IAFF Local 4787 will not be charged as Union Business Leave.

*Section 10, Dues Deduction:* The Township will deduct union dues of 1% of base pay from union members and pay it to the Secretary/Treasurer of IAFF Local 4787 within 3 days of the last payday of the month. The Township will mail payment directly to the Firefighters Credit Union for payment of union dues of IAFF Local 4787.

*Section 11, Safety:* The Department shall provide properly maintained equipment. No firefighter shall be mandated to drive, operate equipment firefighters would consider unsafe. Firefighters, for their part, have a duty to maintain equipment to the best of their ability, report unsafe equipment through their chain of command as soon as possible, properly wear all Personal Protective Equipment (PPE) and operate all equipment in accordance with manufacturer's recommendations and Department rules. The Department shall provide healthy and well maintained living quarters. Firefighters have a duty to assist in the maintenance of such quarters, but the Department shall contract out major repairs or large scale maintenance projects it mandates. Disputes over safety shall be brought before, and reviewed by, the Safety, Health, and Wellness Committee. If the issue is not resolved then it shall be subject to the grievance procedure.

*Section 12, Discipline:* The Department shall administer discipline in accordance with the Sugar Creek Township Firefighter Merit System established pursuant to IC 36-8-3.5.

*Section 13, Union Representation Regarding Discipline:* One on one counseling sessions between a firefighter and the firefighter's senior officer do not require or mandate Union representation. However, upon request, a firefighter is entitled to Union representation at other meetings regarding discipline. If representation is requested, the firefighter shall not be required to participate in the meeting until representative arrives and has had an opportunity to counsel the firefighter. Personnel Performance Evaluations are not considered disciplinary actions.

*Section 14, Administrative Positions:* Management reserves the right to name persons to administrative positions. Persons in those administrative positions may be determined by management to be in executive decision making positions regardless of rank held. Persons determined to be in executive decision making positions shall not hold office of Union President, Vice President, Secretary/Treasurer or Steward.

*Section 15, Union Membership:* No firefighter shall be required to be a union member and no pressure or retaliation shall be directed at any firefighter who does not choose to be a union member. Furthermore, Management will not prevent any firefighter from joining the Union.

*Section 16, Two Hat Rule:* Union agrees that neither the Union nor members of Union will take any action against any union members that are members of a volunteer firefighting organization in any other jurisdiction.

#### **Article IV Work Hours**

*Section 1, Section 1, 56 Hour work week:* Both parties agree that line firefighters shall normally work shifts of twenty-four (24) hours and be off duty for forty-eight (48) hours. In any given three (3) week period, this averages out to fifty-six (56) hours per week. The Chief of the Department may, depending on available staffing and needs of the department, assign personnel returning from extended absence, or new hires to a 40 hour

work week; as long as such assignment does not cause any of the three (3) shifts to fall below nine (9) firefighters assigned to 24 hours on duty/48 hours off duty. Personnel assigned to a 40 hour work week will not be counted toward minimum staffing. In addition, shift firefighters who choose, may work a 40 hour work week if a need exists and does not cause the shifts to fall below nine (9) assigned firefighters working 24 hours on duty/48 hours off duty. For a firefighter assigned to a 40 hour work week, hours accumulated over 40 hours in any given week, will be paid at (1) one and (1/2) time the hourly wage.

*Section 2, 40 Hour work week:* Both parties agree that administrative Merit Staff who works days shall work a maximum of 40 hours per week. In any given week, hours accumulated over 40 hours will be paid at (1) one and (1/2) times the hourly wage. Hours worked over 40 in any given week will be paid in Comp Time.

*Section 3, Limited Duty:* The Chief of the Department or designee may assign limited duty and must determine its availability in a fair and consistent manner. Limited duty is available to those employees who are injured or ill through on-the-job accidents or exposures. Union and Management agree to study applicability of limited duty to off duty injuries, illnesses, and exposures. This study will be completed within 120 days of the adoption date of contract.

*Section 4, Trade Time:* Firefighters may exchange their shifts or portions of their shifts subject to the approval of the Chief or the Chief's designee and in accordance with the Department's trade time policy.

*Section 5, Station Duties and Trainings:* Fire officers shall make every effort to schedule station duties and trainings during normal business hours. However, firefighters will perform station duties and attend trainings outside normal business hours if necessary or as designated by the Chief or the Chief's designee. Normal business hours are defined as 7:00 a.m. to 4:00 p.m. Monday through Friday and 7:00 a.m. to 12:00 p.m. Saturday and Sunday.

## **Article V Wages and Overtime**

*Section 1, Firefighters Annual Salaries:* Beginning January 1, 2013 firefighters shall be paid a minimum annual salaries according to the following:

Probationary Firefighters	\$38,000.00
Second Year Firefighters (1 <sup>st</sup> year completed)	\$40,375.00
Third Year Firefighters (2 <sup>nd</sup> year completed)	\$46,785.00

(Base Salary for First Class Firefighter)

*Section 2, Cost of Living Adjustment for Firefighters:* Beginning January 1, 2014, firefighters pay shall increase a minimum of three percent (3%), providing budgetary approval of sufficient funds for said raise.

*Section 3, Officers Pay Scale:* An officer’s pay scale shall be as follows on any given year of this agreement:

Lieutenant	\$2,500 above a first class firefighters pay
Captain	\$5,000 above a first class firefighters pay
Battalion Chief	\$5,200 above a first class firefighters pay

Note: The pay scale of Battalion Chief is hereby deleted; however, those personnel at this pay scale shall be allowed to “save pay” at this rate for the duration of this contract. At that point, those personnel at this pay scale shall revert to the pay scale of Captain. Subsequent to the approval of this contract, Labor and Management agree to request the Sugar Creek Township Fire Department Merit Commission to remove the merit rank of Battalion Chief from the Merit Commission Rules and Regulations.

*Section 4, Paramedics Pay:* Paramedics shall receive \$3,600 over and above the salary levels set out in Sections 1, 2, 3 and 4 of this Article. Paramedics serving in a staff position must perform 24 hours per month in the primary position of shift paramedic. The primary shift paramedic must be a Full Time Sugar Creek Township Fire Department Paramedic.

*Section 5. A.* Firefighters hired prior to January 1, 2010 will receive additional education and incentive pay not to exceed a total of \$2,080 for the term of this contract if they have attained any of the following degrees or certifications and continue to keep the certifications current if there are continuing education or reporting requirements.

Higher Education:

Associates Degree in Fire Science	\$2,080.00
Any four year college degree	\$2,080.00

Master Certifications of NFPA equivalent:

Instructor II/III	\$520.00
Inspector	\$520.00
Investigator	\$520.00
Tactics	\$520.00
Fire Officer I	\$520.00
Primary Instructor	\$520.00
Technician Level Rescue (1 only)	\$520.00

*Section 5. B.* Firefighters hired subsequent to January 1, 2010, will receive additional education and incentive pay not to exceed \$2,080 for the term of this contract if they have attained any of the following degrees or certifications and continue to keep the certifications current if there is continuing education or reporting requirements.

Higher Education:

Associates Degree in Fire Science	\$2,080.00
Any four year college degree	\$2,080.00



Master Certifications of NFPA equivalent:

Instructor II/III	\$520.00
Tactics	\$520.00
Technician Level Rescue (up to 2)	\$520.00
Fire Officer I	\$520.00

*Section 5.C.* Full-time Firefighter/EMTs, who desire to attend advanced life support training and education leading to Paramedic licensure in the State of Indiana, shall be supported by the Township in order to meet the long-term goal of three (3) Paramedics assigned to each Shift. For those personnel selected, the Township commits to provide funding for the training and associated course materials. Additionally, the Township will ensure work scheduling to allow attendance at class and required clinical practice. Upon completion and obtaining the Paramedic License, the employee will receive a one-time course completion award of \$3,000. Finally, the employee and Township shall sign a contract addressing several issues related to the Paramedic training, including a commitment on the part of the employee to maintain their Paramedic License and serve as an advance life support provider for a specified period of time.

*Section 6, Determining the Regular Hourly Rate for Line Firefighters:* Except for Administrative Personnel, line firefighters shall be considered “partially exempt salaried employees” under the FLSA. As such, the regular hourly rate for firefighters shall be determined by:

1. Adding together the firefighters:
  - a. Annual salary, (base )
  - b. Longevity pay,
  - c. Paramedic pay,
  - d. Officers pay then:
2. Dividing that number by 26 pay periods for 2013 and 27 for 2014 then:
3. Dividing that number by 112 hours to determine regular hourly rate then:
4. That number will be multiplied by time and one-half (1½) to get the firefighters overtime rate.

*Section 7, FLSA Overtime for Firefighters:* Time worked beyond 212 hours in their regularly scheduled shift in a twenty-eight (28) day work period shall be paid at a rate of time and one-half (1½) of the firefighters “regular hourly rate” established under Section 6, of this Article.

*Section 8, Call Back and Holdover Rates:* Firefighters who are called back to work or are required to stay over beyond their regularly scheduled shifts shall be paid at a rate of one and one-half (1 ½) times the “regular hourly rate” established under Section 6 of this Article. Personnel who are held over shall be compensated at the rate previously listed and for the actual amount of time they were required to be held over.

*Section 9, Call Back Minimums:* Any time a firefighter is called back to work the firefighter must receive a minimum of four (4) hours call back rate of pay. This does not include scheduled meetings that require personnel to attend on normal days off. In these

situations, compensation shall be hour-for-hour. A rotation between part-time, volunteer/paid on call, and full time staff shall be used for fill-in, call back time, or overtime, to cover minimum staffing issues using a seniority list call back system.

*Section 10, Ride-Out Pay:* Any firefighter acting at a higher rank than their normal rank will receive the pay one rank higher than their current rank for that period. The recognized ranks for the purposes of this Section are Private to Lieutenant, Lieutenant to Captain.

*Section 11, Bi-weekly Paychecks:* Wages will be paid bi-weekly on Wednesday no later than end of business day unless an emergency arises as defined by the Chief or Township Trustee. If a Recognized Bank holiday falls on a Monday, Tuesday or Wednesday of a pay week, paychecks will be deposited that Thursday

*Section 12, Promotional Pay Raises:* Pay raises for promotion, for movement between probationary to 2<sup>nd</sup> year, etc. will be effective for the first full pay period following the action date.

*Section 13, General Pay Raises:* General pay raises will be effective for the first full pay period following the beginning of the calendar year.

**Article VI**  
**Additional Incentive Pay and/or Compensation**

*Section 1, Longevity Pay:* A firefighter who completes five years of service shall receive a longevity pay of \$100.00 for each year served, starting at the beginning of the fifth year. This additional pay shall become a part of the firefighter's annual salary and shall commence in pay period 13 of the year in which the firefighter begins his/her fifth year. Every year after, the firefighter shall receive an additional \$100.00, up to 20 years of service, and shall commence in pay period 13 of the respective year.

*Section 2, Collateral Duty Pay:* A firefighter who performs the following functions: SCBA Technician, Quartermaster, Response Maps and GIS, Computer Technician, Preplans Coordinator, Peer Fitness Trainer, EMS Technician, or Technical Rescue Coordinator, shall receive collateral duty pay of five hundred twenty (\$520) dollars for each. This additional pay shall become a part of the firefighter's annual salary and shall commence in the next pay period after the above mentioned specialties or assignments are recognized and approved by the Chief.

*Section 3, Holiday Pay:* A payment of one hundred twenty dollars (\$120) Gross pay shall be payable in the next pay period to firefighters working a twenty-four (24) hour shift on the following holidays:

- |                |                            |
|----------------|----------------------------|
| New Year's Day | (January 1 <sup>st</sup> ) |
| Easter Sunday  |                            |
| Memorial Day   | (Last Monday in May)       |

Independence Day	(July 4 <sup>th</sup> )
Labor Day	(1 <sup>st</sup> Monday in September)
Thanksgiving Day	(4 <sup>th</sup> Thursday in November)
Christmas Eve	(December 24 <sup>th</sup> )
Christmas Day	(December 25 <sup>th</sup> )

*Section 4, Floating Holiday:* A floating holiday will be given to all full time personnel. It can be taken at any time providing it does not create an overtime situation at the department. It must be used before December and cannot be rolled over to the next year. It must be taken in full and cannot be broken down into increments. Shift personnel will receive 24 hrs for the floating holiday; Staff positions will receive 8 hrs.

*Section 5, Educational Leave for Required Certifications:* The Township agrees to allow paid leave from scheduled work time for firefighters to attend classes or trainings that are mandated to maintain required certifications. Firefighters who are required to; and only have an opportunity to attend such trainings off duty, shall be compensated at a rate of time and one half (1 ½) of their regular hourly rate for a minimum of 4 hrs.

*Section 6, Outside Education:* Both Parties agree to encourage and promote attendance of outside education and/or training opportunities. Example: National Fire Academy, State Fire Schools and other outside training seminars or schools.

## **Article VII Benefits**

*Section 1, Health Insurance:* The Township agrees to furnish all firefighters major medical and hospitalization insurance. The Township will pay all but one dollar (\$1.00) of the cost of said insurance for the employee. Beginning January 1, 2013, and continuing for the period of this contract, employees shall pay fifteen percent (15%) of the annual health costs for their spouse, spouse and children, or children whichever category applies to their individual situation. This shall be divided equally across all 26 paydays in 2013 and 27 paydays in 2014, and shall be automatically deducted (pre-tax) from each employee's pay. The Township shall reimburse the HRA costs of each Firefighter an amount not to exceed the following classifications annually:

1. Single - \$3000.00
  - a. Funds to be used exclusively for covered medical care or supplies including prescription medications prescribed by a physician.
  - b. Funds to be applied to deductible to meet the 100% coverage clause.
2. Family - \$6000.00
  - a. Funds to be used exclusively for covered medical care or supplies including prescription medications prescribed by a physician.
  - b. Funds to be applied to deductible to meet the 100% coverage clause.

Firefighters shall pay any deductibles for Medical, Dental and Vision care which exceeds the following limits:

1. Coverage of medical expenses not covered by the health plan the Township provides including maximum payout.
2. Dental services which do not meet the following:
  - a. 2 Exams for each member of the household annually including X-rays.
  - b. 2 Cleanings and 1 application of cavity prevention annually.
  - c. For all other procedures refer to the Benefits section of your insurance booklet.
3. Vision coverage
  - a. 1 Exam for each member of the household annually.
  - b. \$150.00 applied to the cost for either eye glasses or contacts annually.

*Section 2, Health Insurance Carriers:* The Township reserves the right to request negotiations to change carriers and policy provisions, when rates hikes for the coverage exceed 10%.

*Section 3, Life Insurance:* The Township shall provide group term life insurance in the amount of one-hundred thousand dollars (\$100,000).

*Section 4, Clothing Allowance:* The Township agrees to the following:

1. To maintain a full quartermaster system.
  - a. Uniform items will be replaced, after approval, at no cost to the firefighter.
  - b. See Quartermaster policy for a list of approved items.
2. To provide a \$125.00 annual clothing allowance for each firefighter to purchase approved items not supplied by the quartermaster.
  - a. The \$125.00 will be added to each firefighter's clothing allowance at the first of each calendar year.
  - b. The clothing allowance may roll over and accumulate to an amount not to exceed \$375.00.
3. All purchases using clothing allowance funds must be approved and ordered by the Quartermaster before item is purchased.

*Section 5, Replacing Protective Clothing:* In addition, to the Clothing Allowance, the Department shall provide all necessary protective clothing/equipment. However, issued items shall be considered the property of the Township and will be replaced as deemed necessary by the Chief or Chief's designee. Firefighters who abuse or consistently lose issued equipment may be required to reimburse the Township for the value of replacing an item in accordance with Department policy. The Safety, Health, and Wellness Committees recommendations shall be strongly considered regarding protective clothing/equipment issues.

*Section 6, Physical Fitness Fund:* The Township agrees to pay \$1000.00 per year per station to cover the cost for physical fitness equipment.

*Section 7, Vacation Time:* This shall be credited in total, based on years of service, to each employee, who has completed their probationary year, on January 1, of each year. If an employee leaves the department prior to the end of a given year, they will be compensated only for any unused vacation, including for the month in which they leave – this shall be prorated at 1/12 the total number of hours credited for that year. The employee shall not be compensated for any unused vacation for that particular year. The employee shall be compensated for any vacation carried over from previous year - up to 120 hours for shift personnel and 80 hours for administration personnel. Vacation Time in excess of 120 hours for shift personnel and 80 hours for administration personnel at the end of any given year, shall no longer be credited to the Extended Sick Leave Bank. If an employee leaves and has taken more vacation than has accrued, the excess will be deducted from the final paycheck.

*Section 8, Personal Time:* When an employee leaves the department, any remaining balance shall not be compensated. Personal Time beyond 72 hours at the end of any given year shall no longer be credited to the Extended Sick Leave Bank.

*Section 9, Sick Time:* When an employee leaves the department, any remaining balance shall not be compensated.

*Section 10, Extended Sick Leave Bank:* Any Sick Time over 216 hours, at the end of each year, shall go to each employee's Extended Sick Leave Bank. Each employee's Sick Leave Bank shall accrue to a maximum of seven hundred twenty (720) hours. Only Sick Time shall accrue to the Extended Sick Leave Bank. Employees can donate a portion of their Extended Sick Leave Bank to a fellow employee who has exhausted all of their current year Sick Leave and their Extended Sick Leave Bank, with the approval of the Fire Chief or designee. When an employee leaves the department, any remaining balance shall not be compensated.

## **Article VIII Miscellaneous Provisions**

*Section 1, Establishment of Seniority:* Seniority shall be determined by the date of hire. If, after January 1, 2010, more than one firefighter is hired on the same date, then the department will follow Merit Board Rules and Regulations, Sec. II, Article S. to determine seniority.

*Section 2, Personnel Reductions:* In the unlikely event that layoffs or staff reductions are necessary due to budgetary issues, the Township agrees that:

1. To pursue every available means to avoid layoffs or staff reductions including searching for grants, other funding sources, consideration of salary reductions and other means to avoid layoffs or staff reductions.
2. NOT to fill full time positions with volunteers or part-time workers except as necessary to maintain our Advance Life Support Certification.

3. Not to actively recruit for additional volunteers or part-time personnel during any period when there are full time personnel layed off.
4. Follow the procedures in the Merit Law and rules regarding lay-offs and call-backs from lay-offs.

*Section 3, Call Backs from Personnel Reduction:* Call backs for firefighters from personnel reductions will be done in accordance with IC 36-8-3.5-21.

*Section 4, Replacement of Personnel:* The Township agrees to maintain minimum career staff of thirty (30) firefighters (not including the Fire Chief). Vacant firefighter positions will be filled within ninety (90) days providing there is an active list of candidates as approved by the Merit Board. If the vacant position is a paramedic level position, and none of the candidates on the present list are paramedic level, then the Township, Chief and a Union representative will work together and make a decision to meet the needs of the Department as required by Merit Law.

*Section 5, Grievance Procedure:* Management and Union agree to negotiate a grievance procedure separate from the contract for articles and situations not covered by the Merit Commission Rules and Regulations.

Agreed on the 18th day of September, 2012

Sugar Creek Township

IAFF Local 4787

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Robert Boyer  
Trustee

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Tony Bratcher  
President

Board Members:

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Doug Dugger, President

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Ron Sanders, Secretary

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John Gunn, Member