

RESOLUTION NO. 2023- 3
OF THE BOARD OF FIRE TRUSTEES
OF THE GEORGETOWN TOWNSHIP FIRE PROTECTION DISTRICT
FLOYD COUNTY, INDIANA

RESOLUTION RATIFYING COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the Board of Fire Trustees (the "**Board**") of the Georgetown Township Fire Protection District (the "**District**"), which operates the Georgetown Township Fire Department (the "**Fire Department**"), is expressly authorized under Indiana Code § 36-8-11-15 to enter into agreements for the operations of the District;

WHEREAS, the District has previously recognized the International Association of Fire Fighters, AFL-CIO, CLC, and Georgetown Professional Fire Fighters Local 5393 (the "**Union**") as the exclusive bargaining representative for all persons employed by the District in the positions of: Operations Chief, Company Commander, Apparatus Operator, and Firefighter (collectively, "**Firefighters**");

WHEREAS, the Board established a five-person union negotiations committee consisting of two members of the Fire Department's command staff, the District's Fiscal Officer, and two members of the Board (the "**Committee**");

WHEREAS, the Union and the Committee have reached a tentative collective bargaining agreement, which is attached hereto as Exhibit A (the "**CBA**");

WHEREAS, during the public meeting on today's date the Board publicly discussed the terms of the tentative CBA and provided an opportunity for public comment on the tentative CBA; and

WHEREAS, the Committee recommends that the Board take official action to ratify the CBA on behalf of the District, subject only to the ratification of the CBA by the Union.

NOW, THEREFORE, BE IT:

RESOLVED, that the CBA is hereby ratified and approved by the District, subject to the ratification and approval of the CBA by the Union; and

RESOVLED FURTHER, that upon ratification and approval of the CBA by the Union, the Chairman of the Board is authorized and directed to execute the CBA on behalf of the District.

[SIGNATURE PAGE FOLLOWS]

WHEREFORE, this Resolution Ratifying Collective Bargaining Agreement is hereby adopted by the Board of Fire Trustees of the Georgetown Township Fire Protection District in a public meeting on this 26 day of JULY, 2023.

NAY

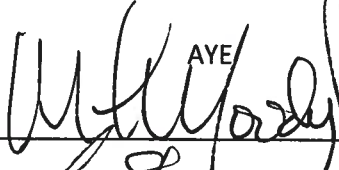

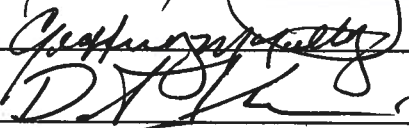
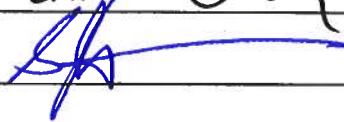
AYE



Mark C. Runyan
Edw. D. Flynn


Exhibit A



Agreement Between

The Georgetown Township Fire Protection District

and

***International Association of Fire Fighters, AFL-CIO, CLC,
and Georgetown Professional Fire Fighters Local 5393***

January 1, 2024

to

December 31, 2026

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Definitions

- “**Auxiliary Member**” means a non-employee who occasionally provides temporary voluntary assistance operating in a capacity other than volunteer firefighter.
- “**Board**” means the Board of Fire Trustees of the Georgetown Township Fire Protection District.
- “**Chief**” means the Chief of the Georgetown Township Fire Protection District.
- “**Contract**” means this document consisting of numbered pages.
- “**Differential Pay**” means the pay rate one would receive while in the position above their usual position (e.g., Captain temporarily acting as Major, Sergeant temporarily acting as Captain, Firefighter temporarily acting as Sergeant).
- “**District**” means the Georgetown Township Fire Protection District, an Indiana municipal corporation.
- “**Duty Officer**” means the senior officer on duty at any time.
- “**Elected Union Officer**” means a District firefighter elected to one of the following positions in Local 5393: President, Vice-President, Secretary, Treasurer, Primary Steward, or Secondary Steward.
- “**Fair Labor Standards Act**” means the provisions of the Fair Labors Standards Act of 1938, 29 United States code 201-219 and specifically 207(k) as applied to firefighters.
- “**Firefighter**” means a member of the bargaining unit recognized in Section 2 of this contract and represented by the Union. This term does not include a volunteer firefighter.
- “**Light Duty**” means work the District has available for firefighters who are injured or unable to perform their usual job duties due to a work-related illness or injury, but who are able to perform some useful work.
- “**Pool Employee**” means a part-time firefighter.
- “**Suppression firefighter**” means a firefighter who is performing fire suppression duties.
- “**Turnout Gear**” means fire suppression attire as described in District SOP’s.
- “**Uniform**” means station attire as described in District SOP’s.

- **“Workday”** means a shift of eight (8) hours for non-suppression firefighters or twenty-four (24) hours for suppression firefighters, depending on the work schedule of the firefighter to whom the term is applied.

ARTICLE 1. UNION RECOGNITION

The District recognizes the International Association of Fire Fighters, AFL-CIO, CLC, and Georgetown Professional Fire Fighters Local 5393 (the “Union”), as the exclusive bargaining representative for all persons employed by the District in the positions of: Operations Chief, Company Commander, Apparatus Operator, and Firefighter (collectively, “firefighters”). The Union will represent the firefighters with respect to rate of pay, hours, working conditions, and all other terms of employment. Excluded from the bargaining unit are upper level policymaking positions, including Chief, Deputy Chief, and Assistant Chief.

The District agrees to not use Pool employees for vacancies within the ranks of positions held for Local 5393 firefighters.

ARTICLE 2. NON-DISCRIMINATION BASED UPON UNION MEMBERSHIP OR ACTIVITY

The District agrees not to discharge or in any way discriminate against any firefighter based on whether they are Union members or participate in Union activity.

ARTICLE 3. PAYROLL DEDUCTION OF DUES, FEES, AND OTHER ASSESSMENTS

The District agrees to deduct Union dues, fees, and assessments from a firefighter’s pay in an amount certified in writing by the Union Treasurer and authorized in writing by the firefighter. An authorization for payroll deductions pursuant to this section shall be consistent with Indiana law on assignment of wages and shall remain in force until the authorization to withhold is rescinded by the firefighter. All assessments, fees, and dues deducted from a firefighter’s pay shall be shown on the firefighter’s paycheck stub.

ARTICLE 4. UNION BUSINESS

A. The Chief may approve time off with, or without, pay for a firefighter to perform Union functions, including attendance at conventions, conferences, seminars, and meetings that involve Union business. Time spent performing these functions shall not interfere with the completion of a firefighter’s assigned duties and shall not be counted as compensable time if it would result in the firefighter receiving overtime pay pursuant to the Fair Labor Standards Act.

B. In the event of a crew shortage where the Chief is required to call in extra personnel at extra expense to the District, the Chief may at his discretion, not grant time off to a Union officer requesting time off for Union business. The parties agree to use their best efforts to resolve unique circumstances.

C. If a firefighter is elected or appointed to an office in the Union (whether as an Elected Union Officer, or to an office in the Union's state or international office or its state or national affiliates), the firefighter shall be allotted a "leave of absence" without pay for up to eight (8) shift days each calendar year to attend to the duties of such office.

D. Elected Union Officers shall have the right to conduct Union business during the working day if required for the efficient operation of the Union. "Union business" as used in this sub-paragraph includes preparing and processing grievances, placement of Union materials on Union bulletin boards on District property and discussions concerning Union matters on District property. Provided, however that the activity by Elected Union Officers shall not interfere with the operations of the District and the firefighter conducting Union business pursuant to this sub-paragraph will obtain the Duty Officer's permission to leave District property and shall not be absent from assigned duties any longer than reasonably necessary to accomplish the specific task for which leave is granted. The Chief may reasonably limit the number of Elected Union Officers who may concurrently conduct union business.

E. The Union shall provide a list of its officers to the District and shall identify the division of responsibilities between Union officers where an officer other than the President is authorized to act for the Union.

ARTICLE 5. RULES AND REGULATIONS

The District retains the right to establish rules and regulations for the District, including rules and regulations governing firefighters' conduct and work performance. A copy of the District's most current "Rules and Regulations" and Standard Operating Procedures ("SOP") must be distributed to all firefighters on or before January 1st each year by the Chief or the Chief's designee.

ARTICLE 6. GRIEVANCE PROCEDURE

A. For purposes of this Agreement, a "grievance" is defined as a dispute the Union or a firefighter has with the District arising from or based on the interpretation, application, or violation of the express terms of this Agreement (including related agreements, letters of understanding, precedent, and past practices). If a firefighter or the Union has a grievance, the Grievance must file a written grievance with the Chief within ten (10) calendar days after the occurrence of the event giving rise to the grievance. If not filed within these ten (10) calendar days, the grievance is barred. A diligent effort shall be made by both parties, acting in good faith to adjudicate the grievance under the following procedures:

Step (1): the Grievant shall submit a written grievance to the union grievance committee (which may consist of any of the following: (Steward, Stewards, or President), which shall decide if the grievance has merit. If the committee agrees with the Grievant, it will submit the written grievance to the Chief within three (3) calendar days.

Step (2): the Chief or the Chief's designee will within seven (7) calendar days, issue a written adjustment or denial of the grievance to the Union President.

Step (3): The Union President, upon receiving a written adjustment or denial from the Chief or the Chief's designee shall, within seven (7) calendar days, decide if the grievance has been settled. If, in his opinion, the grievance has not been settled, the Union President or his designee may proceed to *step (4)*.

Step (4): The Union President or the President's designee and the Grievant shall jointly submit the grievance to the Chief or the Chief's designee for adjustment. Within seven (7) calendar days, after receipt of the written grievance, the Chief, or the Chief's designee, shall issue a response to the grievance in writing to the Union President. The Union President shall have the option to notify the Chief, or the Chief's designee, in writing within seven (7) days, that the Union request that the grievance proceed to *Step (5)*.

Step (5): If not satisfied with the Step 4 response, the Union President must notify the Chief, or the Chief's designee, in writing, that the Union requests a meeting between the District and the Union President or his designee and the Grievant. If requested, such meeting will be scheduled within ten (10) calendar days, after notification by the Union President or his designee of the desire for this meeting. The District will make its best efforts to schedule this meeting within ten (10) calendar days. After hearing the grievance and within seven (7) calendar days, the District shall issue its final response to the grievance, in writing, to the Chief, the Union President or the President's designee, and Grievant.

B. It is further understood that discipline matters are excluded from this grievance procedure and shall be handled in accordance with state law.

C. In the event a grievance is not settled in any of the proceeding steps and upon written notice by either party within three (3) days, efforts will be made to mutually agree on an impartial arbitrator.

D. Should the District and the Union be unable to agree upon an impartial arbitrator within the time period stated above, the parties will request a panel of seven arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service ("FMCS"). If either party finds an entire panel unacceptable, it may notify the other party and the parties shall request another panel. Each party may reject one panel per arbitration, without explanation. The parties shall select an arbitrator from the panel by taking turns striking names from the list, with the District going first. Once selected, the Arbitrator shall be requested to schedule a hearing as soon as is mutually agreeable, and if possible within thirty (30) calendar days.

E. If the Arbitrator selected above is unable to serve or is unable to schedule a hearing within sixty (60) calendar days, the parties shall select another arbitrator from a new panel. The parties may submit post-hearing briefs. Unless otherwise agreed, the arbitrator shall render his or her decision within thirty (30) calendar days of the date on which the record is closed.

F. The Arbitrator shall have no power to add to, subtract from, or in any way modify the terms of this Contract. The decision, or award, of the Arbitrator shall be final and binding on both parties. The fees and expense of the Arbitrator shall be borne equally by both parties.

G. The Arbitrator shall rule upon any grievance in this Contract except regarding salary negotiations.

ARTICLE 7. DISCIPLINE, DEMOTION, AND DISCHARGE

Firefighter discipline, demotion, and discharge shall be handled in accordance with applicable Indiana law.

ARTICLE 8. WORKWEEK / TRAINING

A. The District's workweek is the seven-day period beginning each Monday and ending each Sunday.

B. The firefighters will be divided into three shifts. Each shift will be on duty for twenty-four (24) consecutive hours, except in cases of emergency, when the District expands or contracts on-duty hours as is reasonably necessary, or, as in the case of Mandatory Overtime (ARTICLE 14.D). The firefighters' normal workday is from 0730 hours on one day to 0730 hours the following calendar day.

C. Upon reassignment of a firefighter from one shift to another shift, the firefighter must not be required to work more than the normal required hours in a shift cycle or tour of duty, but is eligible to do so if agreed upon by both the Chief and the firefighter.

D. There will be no mandatory training on recognized District Holidays.

E. All Classes/Certifications required for promotion to the next rank, as spelled out in the SOP's, will be either offered or paid for by the District. Classes include, but not limited to: All Driver Operators, Technical Rescue Awareness, Rope Rescue Operations, Instructor I, Fire Officer I, Fire Officer II, NIMS 300, NIMS 400, Safety Officer, Instructor II, Instructor III., F.O.S.T.

F. All newly-hired firefighters will attend a minimum of 2-week training (40-hour "Non-Suppression firefighter" schedule) to include, but not limited to: Skills in Firefighter I & II, Rope Operations, Technical Rescue Awareness and Emergency Medical Technician and SOPs competency.

G. This training can only be amended when required by law or regulation or when agreement between the three Operations Chiefs and the Chief is reached allowing for either an early release from training, or an extension of the two weeks as warranted.

ARTICLE 9. SHIFT TRANSFERS

A. The Chief or his designee shall be responsible for making all shift transfers. Only shift transfers for the betterment of the District shall be considered by the Chief when transferring firefighters. All emergency crew shortage transfers shall be made in accordance with low seniority first, provided that it is in the best interest of the District.

B. Shifts for firefighters engaged in fire suppression shall be twenty-four (24) hours, unless an eight (8) hour shift non-suppression position is established by the Chief.

C. If a firefighter is required to extend his or her shift while at the scene of a run, he or she shall only be paid for the time actually worked without a minimum amount of time or pay.

D. If a firefighter is off duty and appears at the scene of a Georgetown Township Fire Department incident, his or her authorized time worked at the scene shall be logged in reference to the "Call-back" SOP.

ARTICLE 10. FAIR LABOR STANDARDS ACT COMPLIANCE

The District agrees to pay overtime in accordance with the provisions of the Fair Labor Standards Act.

ARTICLE 11. FIREFIGHTERS' WAGES AND PENSION

A. The Base Annual Pay for a firefighter will be set yearly by the District in conjunction with the Chief's recommended Budget plans. Yearly "Cost of living" raises shall never fall below one percent (1%) unless all parties (from the Fire Chief position down to the Firefighter position) share equally in the inability to receive a raise. However, the Base Annual Pay cannot decrease in any given year from the past year without good cause. A pay review must be completed no later than ninety (90) days before the end of the agreed upon contract. (Pay review should only be in reference to agencies in Floyd County and surrounding Indiana counties.)

B. The District agrees to provide firefighters with a INPRS "Pension" retirement as current practice.

C. The District agrees to not using "Auxiliary Members" in any position of authority or in any position represented by the Union.

D. Firefighters' Wages During the Term

Year	Base Annual Pay	Base Hourly Wage	Scheduled Overtime Wage
2024	\$50,017.62	\$15.03	\$22.55
2025	\$52,468.48	\$15.77	\$23.66
2026	\$53,990.07	\$16.22	\$24.33

E. Sergeants' Wages During the Term:

Year	Base Annual Pay	Base Hourly Wage	Scheduled Overtime Wage
2024	\$54,394.17	\$16.34	\$24.51
2025	\$57,059.48	\$17.15	\$25.73

2026	\$58,714.20	\$17.64	\$26.46
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F. Captains' Wages During the Term:

Year	Base Annual Pay	Base Hourly Wage	Scheduled Overtime Wage
2024	\$58,770.71	\$17.66	\$26.49
2025	\$61,650.47	\$18.52	\$27.78
2026	\$63,438.33	\$19.06	\$28.59

G. Majors' (Operations Chief) Wages During the Term:

Year	Base Annual Pay	Base Hourly Wage	Scheduled Overtime Wage
2024	\$66,711.00	\$20.05	\$30.08
2025	\$69,979.84	\$21.03	\$31.55
2026	\$72,009.26	\$21.64	\$32.46

ARTICLE 12. HOLIDAYS AND HOLIDAY PAY

A. The District recognizes the following District holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- New Year's Eve Day

When a District holiday falls on a Saturday, it will be observed on the immediately preceding Friday. When a District holiday falls on a Sunday, it will be observed on the immediately following Monday. The District reserves the right to deviate from this arrangement if and when necessary for business reasons.

When a District holiday occurs while a firefighter is working a 40-hour week, that firefighter will receive eight (8) hours of paid time off at his or her base hourly wage rate on the holiday (in lieu of working), as described in the District's SOP.

B. The following holidays shall also be recognized as contractual paid holidays for firefighters:

- Martin Luther King Jr. Day
- Independence Day
- Thanksgiving Day
- Christmas Day

A 56-hour firefighter who works on a contractual paid holiday will be paid at the firefighter's scheduled overtime wage rate for all hours worked that day.

ARTICLE 13. OVERTIME

A. Mondays through Fridays, the District will offer overtime in the manner of "Position for Position" (Example: Major will be offered overtime for Major, Captain for Captain, Sergeant for Sergeant, Firefighter for Firefighter). If an Officer position (Major, Captain, or Sergeant) vacancy cannot be filled voluntarily, the District will attempt to fill the vacancy through "Differential" and then attempt to offer the vacancy that remains. If no qualified firefighter(s) accept offered overtime to meet the need for the position(s), then mandatory overtime will be necessary.

The District will pay "Differential Pay" (next pay grade above the firefighter's current pay grade) to firefighters while performing duties at the next rank above their current achieved rank.

B. When overtime work is needed on Saturdays, Sundays, and District holidays (including contractual paid holidays) the District will first attempt to fill officer positions (i.e., Major, Captain, Sergeant) by offering individuals qualified to assume those positions, but of a rank lower, the opportunity to assume those roles, and be paid for the rank they're "Riding in" (Differential Pay) for the overtime period. When a qualified person is placed in a vacant position, then the rank where the subsequent vacancy occurs will be offered position for position. When a firefighter is "hired up" to work any District holiday under this provision, the firefighter shall be paid their regular unscheduled overtime rate (i.e., 1.5X their base wage rate) for all hours worked on the holiday.

ARTICLE 14. MINIMUM NUMBER OF FIREFIGHTERS

A. The minimum staffing per shift will be a total of 7 firefighters, including 1 Major, 2 Captains, 2 Sergeants, and 2 Firefighters.

B. Operating while "under" minimum staffing levels may only be done in increments that do not exceed ¼ of their shift (6 hours) and may never drop below six (6) firefighters. If a position will be vacant for less than ¼ of the shift (6 hours), then there is no requirement to fill that position. Anything more than ¼ of their shift (6 hours) it is a requirement to fill the position in conjunction with Section 15 of this contract.

C. The Chief shall discuss firefighter staffing levels with the Union, but the Chief shall be responsible for determining the total number of firefighters employed by the District and their assignments.

D. The Union agrees to District's right to "mandatory" firefighters to work when and as needed after making its best effort to avoid such situations as per SOP.

ARTICLE 15. PAID TIME OFF

A. Paid Time Off ("PTO") is a paid, excused leave of absence a firefighter may use for rest, relaxation, illness, to attend to personal business, or for other personal reasons.

B. Except as otherwise expressly provided in this Article, firefighters' PTO benefits and conditions are the same as those set forth in the District's SOP 105.01 – Paid Time Off (formerly "Vacation Time").

C. Any PTO granted to a fifty-six (56) hour firefighter pursuant to the District's former SOP 105.01–Vacation Time prior to the effective date of this Contract shall not subsequently be altered by the Chief or the Chief's designee.

D. Up to three (3) firefighters of any rank on each shift shall be permitted to use PTO at any one time. No more than two (2) officers (ranked Captain or above) may use PTO at any one time per shift.

E. If a fifty-six (56) hour firefighter does not use some or all of their allotted PTO for a calendar year, they will have the option of receiving "Pay-out" of up to five (5) unused PTO shifts (i.e., 120 hours). This "Pay-out" will be paid at the firefighter's base hourly wage rate. The "Pay-out" will be included on the first payroll check in December. Firefighters who wish to receive "Pay-out" must notify the Deputy Chief, in writing, by November 15 to take advantage of this provision. Any additional PTO not used during the calendar year will be forfeited.

ARTICLE 16. FAMILY MEDICAL LEAVE ACT/ MILITARY LEAVE

Eligible firefighters may take up to 12 workweeks (cumulative) of unpaid continuous, intermittent, or reduced-schedule FMLA-protected leave during a 12-month period for any of the following reasons:

- For the firefighter's own serious health condition (including incapacity due to pregnancy, prenatal medical care, or child birth) that makes the firefighter unable to perform one or more of the essential functions of his or her job;
- To care for the firefighter's spouse, child, or parent who has a serious health condition;
- To care for ("bond with") the firefighter's healthy child following birth or following placement of a child with the firefighter for adoption or foster care (during the 12 months following the birth, placement, or adoption); or

- Because of any qualifying exigency arising out of the fact the firefighter's spouse, son, daughter, or parent is a military member on covered active duty status (or has been notified of an impending call or order to covered active duty).

An eligible firefighter may take up to 26 workweeks of FMLA-protected unpaid leave in a 12-month period to care for a covered servicemember who has a serious injury or illness during a single 12-month period (“Military Caregiver Leave”). This includes, and is not in addition to, the 12 workweeks of FMLA leave available for other qualifying reasons.

The District’s complete FMLA policy is set forth in District SOP 105.04. If you would like to request FMLA leave or have any questions about it, please contact your supervisor, the Deputy Chief, or the Chief.

ARTICLE 17. BEREAVEMENT DAY

A. A firefighter shall be entitled to one (1) Bereavement Day with pay commencing within fourteen (14) calendar days after a death in the firefighter’s immediate family. A firefighter’s “immediate family” for purpose of this sub-paragraph means their mother, father, sister, brother, wife, husband, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepson, stepdaughter, grandparents, grandchild, grandparents-in-law, or any person living under the same roof as the firefighter at the time of death. The District may require proof of death of loved one.

B. Under extenuating circumstances, and at the discretion of the Chief, a firefighter may be granted paid or unpaid funeral leave for other family members, or for an additional length of time beyond the period provided by sub-paragraph A above.

ARTICLE 18. HEALTH BENEFITS AND WELLNESS

A. The District agrees, during the Term, to continue to make available benefits substantially similar to those set forth in the District’s Health Benefits Plan to firefighters and their eligible dependents. Beginning January 1, 2024, and continuing through December 31st, 2026, or until such a time the Insurance Committee can meet and review claim as outlined below. Dependents covered at the time of the firefighter’s disability or retirement may continue coverage solely at the firefighter’s expense until the firefighter becomes eligible for Medicare or Medicaid as governed by COBRA laws.

B. The District will establish a District Employee Insurance Committee. The Committee shall consist of four to six members, with equal numbers appointed by the District and the Union. The Union shall designate firefighters to serve as its representatives on the Committee. The Union’s committee representatives shall be responsible for communicating the Union and firefighters’ concerns regarding insurance costs, benefits, and options to the Committee and for notifying the Union and firefighters of the Committee’s proceedings. Any insurance changes will be addressed through negotiations and committed to writing in a letter of agreement or addendum to any agreed upon contract. The Union will be notified forty-eight (48) hours in advance of the time and date of Committee meetings.

C. Firefighters who choose to participate in the District's Health Savings Account ("HSA") will have the option to receive "matched" contributions from the District in one of the following annual amounts:

- \$250.00 per year; or
- \$500.00 per year; or
- \$750.00 per year; or
- \$1,000.00 per year

Each firefighter must notify the Chief, or the Chief's designee, of the firefighter's chosen matching contribution no later than January 1 of each calendar year. Failure to do so will disqualify the firefighter from matching until the following January 1. The firefighter's chosen matched contribution amount will be divided equally between the normally scheduled 26 pay periods per year and will be deducted automatically by the District's contracted "payroll and accounting" company. The District will make a one-time per year matching contribution in February of each year for firefighters who have chosen to/contributed to the HSA.

D. During the Term of this contract: (i) Firefighters who are currently receiving insurance benefits described as "single firefighter plan" will receive health insurance at no premium cost (zero percent (0 %)) to the firefighter; (ii) Firefighters who are currently receiving insurance benefits described as "Family plan" will receive health insurance benefits for the firefighter portion at no premium cost (zero percent (0%)) to the firefighter; and (iii) firefighters who are receiving health insurance benefits described as "Family plan" will be responsible for no more than twenty-five percent (25 %) cost of the family portion of the insurance plan premium.

E. Eligible firefighters may apply for one (1) unpaid personal leave of absence ("PLOA") during their employment, pursuant to SOP 105.05, Personal Leave of Absence (formerly, Mental Health and Wellness Leave of Absence).

ARTICLE 19. UNIFORM ALLOWANCE

Shall be as outlined in the current District SOP. The District agrees to provide a clothing allowance for firefighters, to be administered through a supplier, after a firefighter receives his/her initial allotment per SOP and their first year is completed.

ARTICLE 20. INTERPRETATION OF DEADLINES

As used in this contract, if a deadline for an action falls on Saturday, Sunday, or a District holiday identified in this contract, the deadline will be extended to the next calendar day that is not a Saturday, Sunday, or a District holiday.

ARTICLE 21. DURATION OF THIS AGREEMENT

This Contract shall be in full force for three (3) calendar years, beginning on January 1, 2024, and concluding on December 31, 2026 (the "Term"). The District and Local 5393 have agreed to open negotiations no later than March 1, 2026, for the next bargaining agreement between the two entities.

ARTICLE 22. INDEMNIFICATION

The District shall defend and hold a firefighter harmless in all claims, actions, and demands for compensation for damages arising within the scope of the firefighter's employment, except where specifically prohibited by State or Federal law or the conduct of the firefighter constitutes a crime under State or Federal law.

ARTICLE 23. PREVAILING RIGHTS

All rights and privileges held by the entire bargaining unit at the present time in which are included in this Contract shall remain in full force unchanged and unaffected in any manner during the Term, unless changed by mutual agreement.

Except as modified by this Contract, existing Standard Operating Procedures ("SOPs"), Rules and Regulations, and other current policies and practices remain applicable to firefighters. By reason of the nature of the business it is essential, and is therefore agreed, that the management of the District and the supervision and control of all operations and the direction of the working forces, and the right to operate the District should be, and is, vested in and reserved to the District, except as expressly limited by this Contract.

ARTICLE 24. FIRE STATION

A. The District will continue to furnish all necessary cleaning supplies to maintain a clean and healthy environment in its facilities.

B. The District will provide appropriate space in each firehouse for the Union to hang its bulletin board.

C. Except in emergency situations, the Chief may not require a firefighter to perform non-departmental business or major maintenance on any facility or improvement, including, but not limited to; painting of buildings, roofing of buildings, installation of landscaping, making structural changes, asphalt paving, pouring concrete, and electrical work. Firefighters may volunteer for such activities.

D. It is understood that general maintenance and upkeep (Pride of Ownership) is the responsibility of the firefighters.

E. The District and the Union both desire to maintain the highest standards of safety and health in the fire department with the goal of eliminating accidents, deaths, injuries, and illness in the fire service. Protective devices, apparel, and other equipment necessary to properly protect the firefighters must conform to applicable federal, state, and local laws, and must be used and worn by all firefighters.

ARTICLE 25. OPERATION CHANGES/ DIRECTIVES

The District agrees to notify the Union President, or the President's designee of any change made in the Standard Operating Procedures prior to implementation to allow for a review or

discussion, if needed. With the understanding that any change implemented to prevent injury or promote safety shall be implemented immediately and allow discussion to follow. "Discuss" as used in this paragraph means a duty to meet with a party, describe any change in proposed District Policy, or staffing, and take the response of the party into account prior to a final decision on implementation of the changed discussed. The Union shall provide one (1) or more representatives to meet pursuant to this paragraph within five (5) calendar days' notice. The assignment of a specific firefighter, the promotion of a specific firefighter, and the discipline of a specific firefighter shall not be subject to discussion pursuant to this paragraph. The District recognizes the Union's right to grieve any new or changes to the SOP through the process stated in this labor agreement.

ARTICLE 26. NEGOTIATION OF A SUCCESSOR CONTRACT

Negotiations for a successor to this contract shall begin on or before March 1, 2026. Pursuant to Indiana Code 36-8-22.5-5, if an impasse in negotiations is reached, the terms and conditions of this contract shall end and no longer bind the parties upon the earlier of: (1) the failure of mediation, arbitration, or other alternative dispute resolution process to result in the parties reaching an agreement; or (2) the parties execute a new written agreement. If mediation or arbitration is chosen, the parties will select a mediator or arbitrator in substantially the same way as described in ARTICLE 6 of this Agreement.

ARTICLE 27. AMENDMENT OF CURRENT CONTRACT

The District and the Union agree (as it pertains to contractual issues) that if either party discovers a "contractual issue" within the agreement needing further discussions, representatives will discuss options to alleviate the issue. Any amendments that are agreed upon, will then stand until which time they're either amended again or the contract has expired.

Agreed to this _____ day of _____, 2023.

For the Georgetown Township Fire Protection District

For the International Association of Fire Fighters, AFL-CIO, CLC, and Georgetown Professional Fire Fighters Local 5393
