Passed: 9-0

RESOLUTION 96-17

To Authorize and Approve the Execution of a Collective Bargaining Agreement Between the City of Bloomington and the Bloomington Firefighters Association

WHEREAS, Chapter 2.34 of the Bloomington Municipal Code establishes a procedure for Firefighters Collective Bargaining; and

WHEREAS, the City and the Bloomington Firefighters Association have negotiated and reached agreement on provisions for a collective bargaining agreement; and

WHEREAS, it is in the best interests of the City to approve and execute the agreement;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

The Common Council hereby approves and authorizes the execution of the Collective Bargaining Agreement between the City of Bloomington and the Bloomington Firefighters Association, a copy of which Agreement is attached hereto and made a part hereof.

PASSED and ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 29 day of July, 1996.

JIM SHERMAN, President
Bloomington Common Council

SIGNED and APPROVED by me upon this 29 day of July, 1996.

JOHN FERNANDEZ, Mayor
City of Bloomington

ATTEST:
Patricia Williams
PATRICIA WILLIAMS, Clerk
City of Bloomington

SYNOPSIS

This resolution approves and authorizes the execution of a four year Collective Bargaining Agreement between the City of Bloomington and the Bloomington Firefighters Association.

Signed copies to:
Legal, Fire Dept
Controller

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON
AND THE BLOOMINGTON FIREFIGHTERS ASSOCIATION, INC.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON
AND THE BLOOMINGTON FIREFIGHTERS ASSOCIATION, INC.

OFFICE OF THE MAYOR
P.O. Box 100
Bloomington IN 47402

To: Dan Sherman

Date: 9/10/96

___FYI ___Please Handle
__✓__For Your File ___Please Advise
___Per Your Request ___Please Return
___Please Sign

Linda Ruelle has
original.

John Fernandez

mw

TABLE OF CONTENTS

		Page
ARTICLE I.	Terms and Conditions of Agreement	1
ARTICLE II.	Recognition	2
ARTICLE III.	Management Rights	2
ARTICLE IV.	Salary and Pay Schedule	4
ARTICLE V.	Clothing Allowance	5
ARTICLE VI.	Holiday Pay	6
ARTICLE VII.	Life Insurance	6
ARTICLE VIII.	Health Insurance/Dental Insurance	6
ARTICLE IX.	Bereavement	7
ARTICLE X.	Unit Pay Plan	7
ARTICLE XI.	Unscheduled Duty and Mandatory Training Pay	9
ARTICLE XII.	Acting Pay	10
ARTICLE XIII.	Vacation	10
ARTICLE XIV.	Sick Leave/Injury/Pregnancy	12
ARTICLE XV.	Negotiation Time	13
ARTICLE XVI.	Labor-Management Committee	13
ARTICLE XVII.	Non-Discrimination	14
ARTICLE XVIII.	Agreement Grievance Procedure	14
ARTICLE XIX.	Interdepartmental Transfer	15
ARTICLE XX.	Full and Complete Agreement	16

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON
AND THE BLOOMINGTON FIREFIGHTERS ASSOCIATION INC.

ARTICLE I. Terms and Conditions of Agreement

This Agreement between the parties constitutes a four (4) year settlement of all bargainable issues, as defined in Bloomington Municipal §2.34, and following, for calendar years 1997, 1998, 1999, and 2000. It is understood and expressly agreed by the parties that all terms and conditions in this Agreement are contingent on and subject to the following conditions:

(1) Receipt in each and every year of the Agreement (1997, 1998, 1999, 2000) by the Civil City of Bloomington of no less than six hundred thousand dollars ($600,000.00) from the Utility Department of the City of Bloomington in satisfaction of what is commonly known as the "Franchise Agreement."

(2) The City of Bloomington being legally authorized in each and every year of the Agreement (1997, 1998, 1999, 2000) to increase its ad valorem property tax by no less than five percent (5%) more than its ad valorem property tax levy in the preceding year (1996, 1997, 1998, 1999) as provided for and defined in Ind. §6-1.1-18.5-1 et seq. entitled "Civil Government Property Tax Controls." The City shall not be required to petition for financial relief as provided for and defined in the above-cited chapter as a prerequisite to showing its inability to increase its ad valorem property tax levies in the above-stated amounts.

(3) Receipt in each and every year of the Agreement (1997, 1998, 1999, 2000) by the City of Bloomington of no less than four million five hundred thousand dollars ($4,500,000.00) as county option income tax distribution as provided for and defined in Ind. §6-3.5-6-1 et seq. entitled "County Option Income Tax."

(4) Any and all changes in State and/or Federal law, policies, procedures, or regulations which have a fiscal impact upon the City of Bloomington shall be fully funded by the source from which such change originates.

In the event that any of the above-stated conditions do not occur, then it is specifically understood and agreed by the parties that the City may declare this Agreement open with respect to the salary rates provided in Article IV for all subsequent years covered by this Agreement. The City shall inform the Unit of such declaration in writing. In the event of such declaration by the City, the parties shall immediately as practicable begin new negotiations on the subject of said salary rates only, pursuant to Bloomington Municipal §2.34, and following.

In the event that Bloomington Municipal §2.34.010 "Recognition" is amended to recognize the Professional Firefighters Union of Indiana in lieu of the Bloomington Firefighters Association, Inc., then it is specifically understood and agreed by the parties that all terms and conditions of employment as agreed to in this Agreement shall remain in effect throughout the years covered in this Agreement.

In the event that Bloomington Municipal §2.34.040, "Issues Subject to Bargaining" is amended, then it is specifically understood and agreed by the parties that either party may declare this Agreement open with respect to said added issue (or issues) for all subsequent years covered by this Agreement.

ARTICLE II. Recognition

This Agreement between the parties is entered into pursuant to and in compliance with Bloomington Municipal §2.34, and following.

ARTICLE III. Management Rights

The City retains the responsibility and authority to manage and direct on behalf of the public the operation and activities of the City to the full extent authorized by law. Such responsibility and authority shall include, but not be limited to:

1. The right to direct the work of its employees;
2. The right to establish policy;
3. The right to maintain the efficiency of public operations;
4. The right to design and implement safety programs for employees;

5. The right to design and implement a physical fitness and job training program for employees;
6. The right to determine what services shall be rendered to the public and how they can best and most efficiently be rendered;
7. The right to determine job content and job descriptions;
8. The right to determine, effectuate, and implement the objectives and goals of the City;
9. The right to manage and supervise all operations and functions of the City;
10. The right to establish, allocate, schedule, assign, modify, change, and discontinue City operations, work shifts, and working hours;
11. The right to establish, modify, change and discontinue work standards;
12. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees in accordance with applicable law and to relieve employees from duties due to lack of work or funds or other legitimate reason;
13. The right to increase, reduce, change, modify, and alter the composition and size of the work force;
14. The right to determine, establish, set and implement policies for the selection, training and promotion of employees;
15. The right to create, establish, change, modify, and discontinue any City functions, operation and department;
16. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods, or services, public relations, and procedures and policies for the safety, health and protection of City property and personnel;
17. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies which are not in direct conflict with any provision of this Agreement;

18. The right to establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery;
19. The right to determine the size and character of inventories and their disposal;
20. The right to determine and enforce employee quality and quantity standards;
21. The right to contract, subcontract, merge, sell, or discontinue any function or operation of the City;
22. The right to engage consultants for any function or operation of the City;
23. The right to sell, transfer, lease, rent or otherwise dispose of any City equipment, inventories, tools, machinery, or any other type of property or service;
24. The right to control the use of property, machinery, inventories, and equipment owned, leased or borrowed by the City;
25. The location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and the relocation of departments, divisions, subdivisions, locations and the closing and discontinuance of the same; and
26. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments.

The above enumeration of management rights is not inclusive of all such rights and it is understood and agreed by the parties that all rights granted the City by Constitution, statute, charter, ordinance or in any other manner are retained by the City.

ARTICLE IV. Salary and Pay Schedule

Effective January 1, 1997, the base salary rate for Firefighter 2nd and Firefighter 1st shall increase three and one-half percent (3.5%), and the base salary rate for a Sergeant shall increase three and seven-tenths percent (3.7%) and shall be as follows:

Firefighter 2nd	$29,744.00
Firefighter 1st	$30,365.00
Sergeant	$31,565.00

Effective January 1, 1998, the base salary rate for all employees shall increase three and one-half percent (3.5%) and shall be as follows:

Firefighter 2nd	$30,785.00
Firefighter 1st	$31,428.00
Sergeant	$32,670.00.

Effective January 1, 1999, the base salary rate for all employees shall increase three and six-tenths percent (3.6%) and shall be as follows:

Firefighter 2nd	$31,893.00
Firefighter 1st	$32,559.00
Sergeant	$33,846.00.

Effective January 1, 2000, the base salary rate for all employees shall increase three and seven-tenths percent (3.7%) and shall be as follows:

Firefighter 2nd	$33,073.00
Firefighter 1st	$33,764.00
Sergeant	$35,098.00.

ARTICLE V. Clothing Allowance

Effective January 1 of each year of this Agreement (1997, 1998, 1999, 2000), all employees in the unit shall receive a clothing allowance of one thousand six hundred dollars ($1,600.00). Employees may be required to furnish and maintain all uniforms and equipment by the City in accordance with Ind. Code § 36-8-4-4. Proposals for Departmental mandates, other than typical uniform maintenance, shall be referred to the Labor-Management Committee for discussion and recommendation. Checks for clothing allowance will be issued in two equal payments to each firefighter no later than June 15 and December 15 of each year of this Agreement.

ARTICLE VI. Holiday Pay

Effective January 1, 1997, employees in the unit shall receive seventy-five dollars ($75.00) per holiday for each holiday employee is regularly scheduled to work. Holidays are New Year's Day, Martin Luther King Day, Good Friday, Easter, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving, Christmas, Election Day (when applicable), and Primary Election Day (when applicable).

ARTICLE VII. Life Insurance

During the term of this Agreement all employees in the Unit shall receive group life insurance in the amount of thirty-five thousand dollars ($35,000.00), the premiums for which shall be paid by the City.

ARTICLE VIII. Health Insurance/Dental Insurance

Effective January 1, 1997, through December 31, 2000, firefighters shall be eligible to participate in the City's group medical insurance plan. The City shall pay the majority of the premium cost, and the firefighter shall pay the same premium rate for coverage as other eligible City employees. The final decision as to scope of coverage and the choice of insurance carrier shall rest with the City. Retired employees covered by the terms of this Memorandum shall be eligible for inclusion in the City's group health insurance plan in accordance with State and Federal law. Retired employees shall pay the entire premium. Said payments shall be due and payable at a time and place determined by the City. The premium for retired employees may be different than the premium for present employees.

Effective January 1, 1997, the employees in the Unit may exercise the option of being included in the City's group dental insurance plan. The City and employees jointly recognize the problem of potential premium increases. In the event of premium increases, City and employees shall work cooperatively to manage insurance costs, including the consideration by them of reducing or eliminating coverage for this purpose. Dependent and family dental coverage shall be at the option of the employee and costs for such coverage shall be borne by the employee.

ARTICLE IX. Bereavement

If there is a death in the employee's immediate family (spouse, child, brother, sister, mother or father), employee shall be extended one tour of duty (24 hour trick) as bereavement leave. If an additional tour of duty is required, employee shall be permitted to schedule a vacation day off, which shall not count as a "split" against vacation scheduling. In the event employee is notified of the death of an immediate family member while on duty, the employee shall be relieved from duty (irrespective of time) and the relief from duty on the day of death shall not count as the one tour of duty extended for death in the immediate family.

In the case of the death of other relatives of employee (grandparent, brother-in-law, sister-in-law, parent of spouse, or grandchild), employee shall be permitted to schedule a vacation day off, which shall not count as a "split" against vacation scheduling. As an alternative, if the employee selects to work their regular schedule after the death of a family member, employee will be given time off during work to attend the funeral, such time off may not exceed four (4) hours.

Additional time off for bereavement may be scheduled and approved by the chief if determined to be in the best interest of the employee. Such time may be allocated for payroll purposes as a "City Day" or Vacation Day.

ARTICLE X. Unit Pay Plan

Effective January 1, 1997, a Unit Pay Plan shall be established to provide increases to the base salary described in Article IV on the basis of longevity, professional assignment, certification, and education as reflected below.

1 unit = $100.00

Longevity:

2 years = 3 units

Units are added after completion of each two-year block of employment

Maximum of 9 units from year 7 through year 20.

Maximum of 12 units after year 20.

12 units = $1200

Certification:

1st Master Firefighter certification = 3 units, each additional certificate = 1 unit.

Maximum of 5 certificates

5 certificates = $700

Changes in State-mandated requirements will be assigned unit values based upon the recommendation of the Labor-Management Committee. First Responder certification shall be assigned unit values based upon the recommendation of the Labor-Management Committee. Other Additions and Deletions to the list of acceptable certifications may be made with the approval of the Labor-Management Committee. Any or all certifications must be current to keep units and associated pay.

Professional & Command Classifications:

Professional Pay divided into 5 levels:

Category 1 = Headquarters Sergeant

Category 2 = Air Mask Technician

Category 3 = Engineer (not Rescue Technician)

Category 4 = Snorkel Technician, Rescue Technician, & Hazard Material Training Officer

Category 5 = Radio Technician

Category 1 = 4 units

Category 2 = 6 units

Category 3 = 7 units

Category 4 = 12 units

Category 5 = 14 units

Maximum of 21 units

21 units = $2,100

Employee must maintain and/or hold classification to keep units and associated pay.

Additions and Deletions to the list of acceptable Professional & Command pay classifications may be made with the approval of the Labor-Management Committee.

Education:

Education Pay divided into 2 levels

2 year degree = 4 units

4 year degree = 12 units

Associate degree pay will be limited to Associates in Fire Science or Technology. Bachelor degree pay will be limited to Chemistry, Business, or Management. Other degrees may be recognized under the unit pay plan as determined by the Chief as appropriate for the department.

Other:

Maximum of 36 units total.

PERF pay based on FF1 + 20 years of Service

ARTICLE XI. Unscheduled Duty and Mandatory Training Pay

Effective January 1, 1997, members of the unit shall receive Unscheduled Duty Pay at the rate of twenty dollars ($20.00) per hour, at an established minimum of two (2) hours pay with no maximum limit. Unscheduled duty shall include only instances when a firefighter is called in from off-duty time, and shall not include hold-over from an on-duty shift ("end-of shift run"). Mandatory Training required by the Department during a firefighter's off-duty time shall be compensated at a rate of twenty dollars ($20.00) per hour with a minimum of two (2) hours pay and a maximum of eight (8) hours pay.

The contractual overtime provided in this Article is paid in situations where the firefighter does not reach the Fair Labor Standards Act (FLSA) threshold during a work period. In rotations where the firefighter reaches the FLSA maximum hours of work during a rotation, the firefighter will receive the greater of twenty dollars ($20.00) per hour or the applicable FLSA overtime rate for Unscheduled Duty and Mandatory Training Pay.

ARTICLE XII. Acting Pay

A firefighter in the unit may be required to perform additional duties in an "acting" capacity due to the illness, vacation, or retirement of another member of the Department. Firefighters shall not be compensated for duty served in an "acting" capacity at a higher rank on behalf of a firefighter who is sick or on vacation; but will receive "acting pay" for the position in the event the "acting" status exceeds thirty (30) days after the effective date of the retirement of the individual who created the vacancy.

ARTICLE XIII. Vacation

After having completed twelve (12) months of continuous employment, members of the unit shall receive a minimum of fifteen (15) paid vacation days each calendar year. In addition, members of the unit shall receive one (1) additional day for each year of continuous active service with the Department in excess of five (5) years, up to a maximum of thirty-six (36) vacation days per year. These vacation days must be taken within the calendar year and may not be accumulated. They must be scheduled with the Assistant Chief no later than April of the year in which they are taken in such a manner that all of the employee's vacation days will be taken either during one (1) continuous calendar period or divided into two (2) or three (3) segments, to be taken at two or three different times.

Vacation days shall be converted into twenty four (24) hour tours of duty, commonly known as "tricks", for purposes of scheduling in accordance with the table below:

Years of Service	Days of Vacation	24-hr Tour of Duty or Tricks Off
0	0	0
1	15	5
2	15	5
3	15	5
4	15	5
5	15	5
6	16	6
7	17	6
8	18	6
9	19	7
10	20	7
11	21	7
12	22	8
13	23	8
14	24	8
15	25	9
16	26	9
17	27	9
18	28	10
19	29	10
20	30	10
21	31	11
22	32	11
23	33	11
24	34	12
25	35	12
26	36	12

In addition to the above vacation days, employees in the unit shall receive four (4) additional vacation days, commonly known as "City Days". Each City Day is the equivalent of a twenty four (24) hour tour of duty. One (1) City Day is to be taken in each quarter of the calendar year. Such days may not be accumulated from quarter to quarter unless such accumulation is specifically approved by the Chief when necessary for the proper functioning of the Department. Such days must be scheduled at least forty-eight (48) hours in advance with the Assistant Chief.

ARTICLE XIV. Sickness/Injury/Pregnancy

Firefighters of the department shall report sick only when they are suffering from an illness or injury which would prevent them from properly performing their assigned duties. Such report shall be made to the shift supervisor one hour prior to the reporting time for duty. Sick leave will require a doctor's statement. The statement shall be forwarded to the Chief's office and shall contain the following information: type of illness, expected date of return and any limitations of duty must be specified.

The Fire Chief or Board of Public Safety may order a member to consult a physician, psychiatrist, or clinic regarding the physical or psychological condition or for the purpose of obtaining a second opinion. Cost of such diagnostic consultation and/or testing shall be borne by the City. Cost of therapy and/or treatment shall be borne by the firefighter. Reports of diagnostic consultation and/or testing shall be submitted to the Chief or Board.

Firefighters shall be entitled to sick leave with full pay without limitation, subject to processing of medical disability pension status under current Indiana law. Additionally, the City will pay for the medical expenses of the firefighter in accordance with current Indiana law at the time of the illness or injury. Such expenses will be paid by the City to the extent that such expenses are not reimbursed by the firefighter's medical insurance or workers compensation insurance, subject to a maximum liability to the City of the amount of non-reimbursed medical expenses that would have been incurred if the firefighter was on the City's medical insurance plan.

A firefighter who is pregnant shall be treated as any other employee with a medical disability. The City shall have the option and authority to reassign the firefighter upon the recommendation of the firefighter's physician and concurrence of the Pension Board physician that reassignment from regular duty is necessary for the health, safety and welfare of the firefighter or unborn child.

ARTICLE XV. Negotiation Time

Future contract negotiations pursuant to Bloomington Municipal §2.34, shall be scheduled in a manner to provide that representatives of the Association will be granted duty time off, with the approval of the Fire Chief, to participate in collective bargaining meetings and negotiations with the City scheduled to occur during duty time. In no event will more than two (2) unit members be excused from the same shift for participation in such meetings. Approval of the Fire Chief will not be unreasonably withheld.

Unit members will not be compensated by the City for time spent in negotiations or union business scheduled during firefighter's off-duty time.

ARTICLE XVI. Labor-Management Committee

The City and employees in the Unit agree to utilize a joint Labor-Management Committee which shall consist of two (2) representatives appointed by the Mayor and two (2) representatives appointed by the Unit. This Committee shall meet on a quarterly basis, and as requested by either party, in order to discuss any and all facets of the employment relationship. If a majority of the Committee decide as a result of such discussion, that a change should be made in the status of the firefighters in respect to an issue not subject to bargaining under Bloomington Municipal §2.34, the Committee shall forward such recommendation to the Fire Chief. Within thirty (30) days the Fire Chief shall forward such recommendation, together with a Chief's recommendation, to the Board of Public Safety. The Board of Public Safety shall consider the recommendation at its next regularly scheduled meeting.

In the event that a majority of the Committee shall fail to reach an agreement on any proposal after five (5) meetings in which the proposal was subject to good faith discussions, then any two (2) members of the Committee may forward their recommendation to the Fire Chief. Within thirty (30) days the Fire Chief shall forward the recommendation, together with a Chief's opinion, to the Board of Public Safety. The Board of Public Safety shall consider the recommendation at its next regularly scheduled meeting.

ARTICLE XVII. Non-Discrimination

The parties hereto agree that they shall not discriminate against any person because of his or her race, religion, color, national origin, age, sex, handicap, or disability.

The parties further acknowledge their continuing responsibility affirmatively to seek equal employment practices under the City of Bloomington's Affirmative Action Plan, whereby all employees will be given equal opportunity to be employed in positions which provide the greatest opportunity for use of their skill, ability and experience.

ARTICLE XVIII. Agreement Grievance Procedure

Any dispute between the parties arising out of the meaning, interpretation or application of this Agreement shall be resolved in conformity with the following procedures:

1. An aggrieved officer shall notify the Assistant Chief, in writing, of a grievance within five (5) days of its occurrence and shall attempt to resolve the grievance with the shift captain. If the grievance is not satisfactorily resolved within five (5) days of the filing of the grievance, then the aggrieved officer may proceed to Step Two of this Grievance Procedure.

2. Any grievance not resolved at Step One of this Procedure may be presented, in writing, to the Fire Chief within five (5) days of the response of the Assistant Chief. The Fire Chief shall file a written response to the grievance within five (5) days of receipt of the grievance. If the grievance is not satisfactorily resolved by the Fire Chief, then the aggrieved officer may proceed to Step Three of this Grievance Procedure.

3. Any grievance not resolved at Step Two of this Procedure may be presented, in writing, to the Board of Public Safety within ten (10) days of the response of the Fire Chief.

4. In the event that a grievance is not resolved in Step Three of this Procedure, it may be submitted to non-binding advisory arbitration by the giving of written notice by one party to the other within ten (10) days of the response of the Board of Public Safety. If such notice is given, the parties shall jointly request the American Arbitration Association to appoint an impartial arbitrator pursuant to its rules. The arbitrator may interpret this Agreement and apply it to the particular issue presented to him, but he shall have no authority to add to, subtract from or in any way modify the terms of this Agreement or any agreement made supplementary hereto. The arbitrator shall, in any case upon which he has the power to rule under the provisions of this Agreement, hold hearings upon the issue, make such investigations as he shall deem necessary and proper to a decision and shall render his decision, in writing, within a reasonable time, which decision shall be advisory to the parties. The expenses and fees of the arbitrator shall be borne equally by the City and the Association.

ARTICLE XIX. Interdepartmental Transfer

The City of Bloomington values the public service provided by employees. Effective January 1, 1997, transfer from the Fire Department to a civilian position or the Police Department shall be as follows:

Any accumulated vacation time or "City Day" shall be taken before transfer from the department or paid to the employee.

The employee will receive and accumulate vacation days based on one-half of the employee's respective of years of service, as applied to either the Police Department's or Civil City's vacation schedule. As an example, if the employee has 20 years of service with the Fire Department, he or she will receive the same number of vacation days as an employee with 10 years of service with the Police Department or Civil City.

If the transfer is to the Police Department, no vacation time shall be taken in the first year of service. If the transfer is to a civilian position, no vacation time may be taken during the first six months of employment in the new position.

The employee shall enjoy the same rights as any new employee on probationary status upon transferring to a new position.

The employee shall receive no other benefit from transfer (including, but no limited to longevity or training steps) and must start at the step required for all new employees, including completion of the probationary period.

ARTICLE XX. Full and Complete Agreement

The parties acknowledge that during the negotiations that preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any bargainable subject or matter, as defined by Bloomington Municipal §2.34, and that the understanding and agreements arrived at by the parties after the exercise of that right and and opportunity are set forth in this Agreement. Subject to the conditions set forth under the title "Term and Conditions of Agreement," this Agreement, including any supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and effective January 1, 1997, constitutes the sole, entire and existing Agreement between the parties hereto and, effective January 1, 1997, supersedes all prior agreements and undertakings, oral and written, express or implied, or practices between the City and the Unit or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term on all bargainable issues as defined by Bloomington Municipal §2.34.

This Memorandum of Understanding Between the City of Bloomington and the Bloomington Firefighters Association, Inc., or its successor in recognition, constitutes a complete agreement as to all bargainable issues, effective January 1, 1997, through December 31, 2000.

John Fernandez, Mayor
CITY OF BLOOMINGTON

Tim Richards, President
BLOOMINGTON FIREFIGHTERS
ASSOCIATION, INC.

Patricia Cole, Acting President
BLOOMINGTON COMMON COUNCIL