RESOLUTION 88-22

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, 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.

Dated this 20 day of July, 1988.

Pam Service

Pam Service, President
Bloomington Common Council

ATTEST: Pam G Nash - Deputy
Patricia Williams, City Clerk

Tomilea Allison

Tomilea Allison, Mayor
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.

7/20/88
signed copies to: legal
Fire

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

TABLE OF CONTENTS

	Pages
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	6
ARTICLE IX. Dental Insurance	6
ARTICLE X. Longevity Pay	7
ARTICLE XI. Professional Pay	7
ARTICLE XII. Unscheduled Duty and Mandatory Training Pay	7
ARTICLE XIII. Vacation	8
ARTICLE XIV. Pregnancy	9
ARTICLE XV. Negotiation Time	9
ARTICLE XVI. Labor-Management Committee	9
ARTICLE XVII. Non-Discrimination	10
ARTICLE XVIII. Agreement Grievance Procedure	11
ARTICLE XIX. Full and Complete Agreement	12

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 Code §2.34, and following, for calendar years 1989, 1990, 1991, and 1992. 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 (1989, 1990, 1991, 1992) by the Civil City of Bloomington of no less than three hundred eighty five thousand dollars ($385,000.00) 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 (1989, 1990, 1991, 1992) to increase its ad valorem property tax by no less than five percent (5%) more than its ad valorem property tax levy in the preceeding year (1988, 1989, 1990, 1991) as provided for and defined in Ind. Code §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 (1989, 1990, 1991, 1992) by the City of Bloomington of no less than one million six hundred thousand dollars ($1,600,000.00) as county option income tax

distribution as provided for and defined in Ind. Code §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 Union 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 Code §2.34, and following.

In the event that Bloomington Municipal Code §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 Code §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, 1989, the salary rate for all employees in the unit shall increase one thousand one hundred dollars ($1,100.00) and shall be as follows:

Firefighter 2nd	$21,638.00
Firefighter 1st	$22,238.00
Corporal	$22,538.00
Sergeant	$23,238.00

Effective January 1, 1990, the salary rate for all employees in the unit shall increase one thousand dollars ($1,000.00) and shall be as follows:

Firefighter 2nd	$22,638.00
Firefighter 1st	$23,238.00
Corporal	$23,538.00
Sergeant	$24,238.00.

Effective January 1, 1991, the salary rates for all employees in the unit shall increase nine hundred dollars ($900.00) and shall be as follows:

Firefighter 2nd	$23,538.00
Firefighter 1st	$24,138.00
Corporal	$24,438.00
Sergeant	$25,138.00.

Effective January 1, 1992, the salary rates for all employees in the unit shall increase nine hundred dollars ($900.00) and shall be as follows:

Firefighter 2nd	$24,438.00
Firefighter 1st	$25,038.00
Corporal	$25,338.00
Sergeant	$26,038.00.

ARTICLE V. Clothing Allowance

Effective January 1 of each year of this Agreement (1989, 1990, 1991, 1992), all employees in the unit shall receive a clothing allowance of one thousand fifty dollars ($1,050.00). 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, 1989, employees in the unit shall receive fifty dollars ($50.00) 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 twenty thousand dollars ($20,000.00), the premiums for which shall be paid by the City.

ARTICLE VIII. Health Insurance

Effective January 1, 1989, the City will pay no more than eighty two dollars and fifty four cents ($82.54) per month toward the insurance premium for each employee enrolled in the City's group insurance plan. 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.

ARTICLE IX. Dental Insurance

Effective January 1, 1989, the employees in the Unit may exercise the option of being included in the City's group dental insurance plan. City

and Union jointly recognize the problem of potential premium increases. Neither party shall be obligated to bargain about group insurance during the term of this Agreement, and the City shall not bear any cost for this insurance. In the event of premium increases, City and Union shall work cooperatively to manage insurance costs, including the consideration by them of reducing or eliminating coverage for this purpose. Dependent and family coverage shall be at the option of the employee and costs for such coverage shall be borne by the employee.

ARTICLE X. Longevity Pay

Effective January 1, 1989 (and for the duration of this Agreement), the longevity pay for all employees in the unit shall be as follows:

After three (3) years	$ 8.00/week
After five (5) years	$ 9.50/week
After ten (10) years	$13.50/week
After fifteen (15) years	$15.50/week
After twenty (20) years	$17.50/week
After twenty two (22) years	$19.50/week
After twenty five (25) years	$20.50/week.

ARTICLE XI. Professional Pay

Effective January 1, 1989, members of the unit shall receive professional pay according to the following schedule:

Headquarters Sergeant	$ 300.00/yr (above Sergeant salary)
Snorkel Technician	$1,000.00/yr (above 1st class salary)
Engineer (not Rescue Technician)	$ 500.00/yr (above 1st class salary)
Mechanic	$1,800.00/yr (above 1st class salary)
Rescue Technician	$1,000.00/yr (above 1st class salary)

ARTICLE XII. Unscheduled Duty and Mandatory Training Pay

Effective January 1, 1989, members of the unit shall receive Unscheduled Duty Pay at the rate of ten dollars ($10.00) per hour,

at an established minimum of two (2) hours pay with no maximum limit. Mandatory Training required by the Department during a firefighter's off-duty time shall be compensated at a rate of ten dollars ($10.00) per hour with no minimum and a maximum of eight (8) hours pay.

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 half of the employee's vacation days will be taken during one (1) continuous calendar period and the remainder (one half) will be taken during a different continuous calendar period; provided that partial days shall be allocated to one of the two segments of vacation time. However, employees eligible for twenty-one (21) or more vacation days may divide their vacation days in two or three equal segments, to be taken at two or three different times.

In addition to the above vacation days, employees in the unit shall receive four (4) additional vacation days, one (1) 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. Pregnancy

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 Code §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.

Union 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 Union agree to form a joint Labor-Management Committee which shall consist of two (2) representatives appointed by the Mayor and two (2) representatives appointed by the Union. This Committee shall meet monthly, unless otherwise agreed by the Committee, and may discuss possible changes in the issues not subject to bargaining pursuant to Bloomington

Municipal Code §2.34. 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 Code §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 his opinion, 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) monthly 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 his 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 or handicap.

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. 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 Code §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, 1989, constitutes the sole, entire and existing Agreement between the parties hereto and, effective January 1, 1989, supersedes all prior agreements and undertakings, oral and written, express or implied, or practices between the City and the Union 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 Code §2.34.

This Memorandum of Understanding Between the City of Bloomington and the Bloomington Firefighters Association, Inc. constitutes a complete agreement as to all bargainable issues, effective January 1, 1989, through December 31, 1992.

BLOOMINGTON FIREFIGHTERS ASSOCIATION, INC.

Ray Brown

Ray Brown, President

Chuck Welch

Chuck Welch

David Oney

David Oney

CITY OF BLOOMINGTON

Tomilea Allison, Mayor

Pam Service, President
Bloomington Common Council

SIGNED this _____ day of _____, 1988.