Passed 8-0
Volan absent

RESOLUTION 09-20

TO APPROVE AND AUTHORIZE THE EXECUTION OF A
COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF BLOOMINGTON
AND
THE BLOOMINGTON METROPOLITAN FIREFIGHTERS, LOCAL 586

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

WHEREAS, the City and the Bloomington Metropolitan Firefighters, Local 586 have negotiated and reached agreement on provisions for a collective bargaining agreement to take effect January 1, 2010 and conclude December 31, 2013; 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 Metropolitan Firefighters, Local 586, 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 16th day of DECEMBER, 2009.

ANDY RUFF, President
Bloomington Common Council

ATTEST:

Regina Moore
REGINA MOORE, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 17th day of DECEMBER, 2009.

Regina Moore
REGINA MOORE, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 18TH day of DECEMBER, 2009.

MARK KRUZAN, 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 Metropolitan Firefighters, Local 586.

Signed copies to/ legal (10)
controller
Emp. Svcs.
FIREFIGHTERS LOCAL 586
clerk (2)
CA/CA (3)

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE BLOOMINGTON METROPOLITAN FIREFIGHTERS,
LOCAL 586

TABLE OF CONTENTS

		Page
ARTICLE I.	Terms, Conditions and Definitions	1
ARTICLE II.	Recognition	3
ARTICLE III.	Management Rights	4
ARTICLE IV.	Union Rights	6
ARTICLE V.	Basic Salary Ordinance	7
ARTICLE VI.	Longevity/Certification/Appointments/Education	8
ARTICLE VII.	Clothing Allowance	11
ARTICLE VIII.	Holiday Pay	11
ARTICLE IX.	Life Insurance	11
ARTICLE X.	Firefighter Health and Safety	12
ARTICLE XI.	Health Insurance/Dental Insurance	12
ARTICLE XII.	Bereavement	13
ARTICLE XIII.	Unscheduled Duty/Holdover/Mandatory Training Pay	14
ARTICLE XIV.	Acting Pay/Temporary Reassignment	15
ARTICLE XV.	Vacation/City Days	16
ARTICLE XVI.	Sickness/Injury/Pregnancy	17
ARTICLE XVII	Layoffs	19
ARTICLE XVIII.	Negotiation Time	19
ARTICLE XIX.	Labor-Management Committee	19
ARTICLE XX.	Non-Discrimination	21
ARTICLE XXI	Personnel Service Records	21
ARTICLE XXII.	Agreement Grievance Procedure	21
ARTICLE XXIII.	Interdepartmental Transfer	23
ARTICLE XXIV.	Full and Complete Agreement	24

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE BLOOMINGTON METROPOLITAN FIREFIGHTERS, LOCAL 586

ARTICLE I. Terms, Conditions and Definitions

A. Agreement Terms and Conditions

This Agreement between the parties constitutes a five (5) year settlement of all bargainable issues, as defined in Bloomington Municipal Code §2.34, and following, for calendar years 2010, 2011, 2012, and 2013. 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 (2010, 2011, 2012, and 2013) by the Civil City of Bloomington of no less than one million, two-hundred thousand ($1,200,000.00) dollars from the Utility Department of the City of Bloomington in satisfaction of what is commonly known as the "Interdepartmental Agreement."

(2) The City of Bloomington being legally authorized in each and every year of the Agreement (2010, 2011, 2012, and 2013) to increase its *ad valorem* property tax by a minimum of at least three percent (3%) rate of growth over the previous year's maximum permissible *ad valorem* property tax levy, and a maximum increase equal to the total non-farm personal income growth multiplied by the maximum permissible *ad valorem* property tax levy for the preceding year (beginning with fiscal year 2010) as provided for and defined in Ind. Code § 6-1.1-18.5 *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 (2010, 2011, 2012, and 2013) by the Civil City of Bloomington of at least seven million, five-hundred thousand dollars ($7,500,000.00) 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 V 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 Code §2.34, and following.

In the event that Bloomington Municipal Code §2.34.010 "Recognition" is amended to recognize another union in lieu of the Bloomington Metropolitan Firefighters Local 586, 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 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(s) for all subsequent years covered by this Agreement.

B. Definitions

Anniversary Date: The date employee began work at the Fire Department

Certification: State approved Master Firefighter and/or NFPA certification

City: City of Bloomington

City Day: Personal day for firefighter which is one Tour of Duty

Collective Bargaining Agreement: A legally binding contract between the City and Unit which regulates the terms and conditions of employment

Department: Bloomington Fire Department

NFPA: The National Fire Protection Association

OSHA: Occupational Safety and Health Administration

BMF: The Bloomington Metropolitan Firefighters Local 586

Tour of Duty: The 24-hour shift worked by firefighters in the Department

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. <u>Union Rights</u>

1. Dues Check-off. Upon receipt of voluntary, written and signed authorization in such form as complies with Ind. Code §22-2-6-2 from employees who are covered by this Agreement and are members of the Bloomington Metropolitan Firefighters Local 586, the City shall deduct from the earnings of each said employee an amount representing their regular, monthly dues for the preceding month and shall remit such monies, together with the appropriate records to a designated BMF Local 586 official.

2. Bulletin Boards. The BMF Local 586 shall be allowed one bulletin board in each fire station. Additional bulletin boards and locations will be allowed only with the approval of the Fire Chief.

3. Non-discrimination. The City shall not prohibit any employee from joining or refusing to join the BMF Local 586 or any successor recognized under §2.34 of the Bloomington Municipal Code.

4. Time off for Union Business. The City recognizes that information from the International Association of Firefighters benefits the City as well as the Firefighters. To encourage participation in state or national events, the City shall provide the BMF Local 586 with the opportunity to schedule time off for Union Business. During the term of this Agreement, the Union may schedule a maximum of seven (7) Tours of Duty off for use by Union membership during each year of this Agreement. Union time off may be scheduled

in twelve (12) hour, one-half (1/2) tour of duty increments, from the beginning to the middle of the tour of duty, or from the middle to the end of the tour of duty. Absence for Union Business shall be scheduled with the approval of the Chief or the Chief's designee. Such absence may not jeopardize the efficient operations of the Department. The Chief's approval may not unreasonably be withheld. Time spent on Union Business shall be paid as benefit time off, and shall not count as "hours worked" for FLSA purposes.

5. Meetings. The City shall allow Union Meetings to take place in department stations. Union Members who are on duty shall be allowed to attend these meetings. If all stations are permitted to attend simultaneously, the meetings shall be held at Headquarters with a limit of twelve (12) meetings of no more than two (2) hours duration on an annual basis. Provided, however, the efficient operations of the Department shall not be jeopardized by the scheduling of Union Meetings.

ARTICLE V. Basic Salary Ordinance

A. Effective January 1, 2010, the base salary rate for Firefighter 1st Class, Sergeant and Captain shall increase three percent (3.0%) and shall be as follows:

Firefighter 1st Class	$44,605.00
Sergeant	$46,366.00
Captain	$49,914.00

B. Effective January 1, 2011, the base salary rate for Firefighter 1st Class, Sergeant and Captain shall increase three percent (3.0%) and shall be as follows:

Firefighter 1st Class	$45,943.00
Sergeant	$47,757.00
Captain	$51,411.00

C. Effective January 1, 2012, the base salary rate for Firefighter 1st Class, Sergeant and Captain shall increase three percent (3.0%) and shall be as follows:

Firefighter 1st Class	$47,321.00
Sergeant	$49,190.00
Captain	$52,953.00

D. Effective January 1, 2013, the base salary rate for Firefighter 1st Class, Sergeant and Captain shall increase three percent (3.0%) and shall be as follows:

Firefighter 1st Class	$48,740.00
Sergeant	$50,665.00
Captain	$54,541.00

F. PERF. The City shall contribute four percent (4.0%) of the salary of a fully paid first class firefighter to the Public Employees Retirement Fund (PERF) on behalf of each fund member in the Department. These payments are based on the salary of a first class firefighter plus twenty years of longevity and are authorized pursuant to Ind. Code §36-8-8-8.

ARTICLE VI. Longevity/Certification/Appointments/Education

A. Longevity Pay

Additional pay for longevity shall be credited on the firefighter's anniversary date of hire after the completion of years of service as reflected in the chart below.

YEARS OF SERVICE	2010 - 2013
1	0
2	300
3	300
4	600
5	600
6	900
7	900

8	900
9	900
10	900
11	900
12	900
13	900
14	1,200
15	1,200
16	1,200
17	1,200
18	1,200*
19	1,200*
20+	2,000

*** Beginning January 1, 2013, longevity pay for firefighter's with 18 and 19 years of service shall increase to $1400.**

B. Certification Pay

The following amounts will be added to the annual salary of firefighters who have the following certifications:

1st Master Firefighter or NFPA equivalent	$300.00
Each additional certification	$100.00

Number	Amount
1	$300
2	$400
3	$500
4	$600
5	$700
6	$800
7	$900
8	$1,000

A maximum of eight (8) certificates, or one thousand dollars ($1,000.00), shall apply. Additionally, firefighters who have achieved EMT certification shall receive an additional

five-hundred dollars ($500.00) per year. Any and all certifications must be current and on file at Headquarters to receive certification pay.

C. Professional and Command Appointments

Additional pay for professional and command appointments shall be as follows:

Headquarters Sergeant	$400
Headquarters Captain	$600
Air Mask Technician, Shift Investigator	$600
Engineer	$700
Training Officer	$800
Chauffeur	$900
Rescue Technician	$1200
Confined Space Rescue Team Member	$300
Confined Space Rescue Team Coordinator	$500

D. Education

Education Pay shall be paid to firefighters with advanced degrees from accredited colleges or universities. Education Pay shall be recognized as either Level 1 or Level 2. Those firefighters, if any, with 2-year Associate degrees shall be classified as Level 1. Those firefighters, if any, with 4-year Bachelor degrees, shall be classified Level 2.

Education Pay shall be paid as follows:

Level 1 . . . Associate 2-year degree	$500
Level 2 . . . Bachelor 4-year degree	$1,200

E. Other

Maximum additional pay under Sections A through D of this Article shall not exceed four thousand, eight hundred dollars ($4,800.00) annually.

ARTICLE VII. Clothing Allowance

Effective January 1 of each year of this Agreement, each firefighter shall receive a clothing allowance of one thousand six hundred dollars ($1,600.00). Firefighters may be required to furnish and maintain all uniforms and equipment by the City pursuant to Ind. Code § 36-8-4-4. Checks for clothing allowance will be issued in two equal payments to each firefighter no later than the regularly scheduled payday which falls on or immediately preceding June 15 and December 15 of each year of this Agreement.

ARTICLE VIII. Holiday Pay

For the term of this Contract, employees in the Unit shall receive one-hundred dollars ($100.00) per holiday for each holiday an 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). In addition, in any year when there is neither a Primary Election Day nor a General Election Day, the second Monday in October, known as Columbus Day, shall be a holiday for purposes of this Agreement.

ARTICLE IX. Life Insurance

During the term of this Agreement all employees in the Unit shall receive group life insurance in the amount of fifty thousand dollars ($50,000.00); or a total of one hundred thousand dollars ($100,000) in the event of accidental death, the premiums for which shall be paid by the City.

ARTICLE X. Firefighter Health and Safety

It is recognized and agreed by the City and the employees in the Unit that compliance with applicable laws and regulations governing safety and health matters are an important priority. The City will continue to make reasonable provisions in compliance with such laws and regulations for the safety and health of its employees.

If an employee has justifiable reason to believe that the employee's safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, the employee shall inform the immediate supervisor who shall have the responsibility to determine what action, if any, should be taken.

If an employee is ordered to perform a task in such a manner that the performance of the task would be in direct violation of a specific safety rule or regulation, the employee has the right and responsibility to refuse to perform the task until the hazard has been evaluated and a determination of the hazard has been made.

Employees have the responsibility to communicate their OSHA concerns to their immediate supervisor. Employees may further report continuing OSHA concerns to higher levels of supervision within the Fire Department, to the Risk Management Division of the City Legal Department, or to IOSHA without fear of reprisal.

ARTICLE XI. Health Insurance/Dental Insurance

Firefighters shall be eligible to participate in the City's group medical/dental 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 active employees.

The City and employees jointly recognize the problem of potential medical 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 XII. Bereavement

If there is a death in the employee's immediate family (spouse, registered domestic partner, child, brother, sister, parent, parent of spouse, the parent or child of domestic partner, grandparent, grandchild, or step equivalents thereof), the employee shall be extended two tours of duty as bereavement leave. If an additional tour of duty is required, the employee shall be permitted to schedule a vacation day or City Day off without regard to staffing level. In the event the 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 such relief shall not count as a bereavement day.

In the case of the death of other relatives of an employee (brother-in-law, sister-in-law or step equivalents thereof), the employee shall be permitted to schedule a vacation day or City Day off without regard to staffing level. As an alternative, if the employee elects to

work their regular schedule after the death of a family member, the 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 interests of the employee. Such time may be allocated for payroll purposes as vacation days or City Days, without regard to staffing levels.

ARTICLE XIII. Unscheduled Duty/Holdover/Mandatory Training Pay

Members of the Unit shall receive Unscheduled Duty Pay at the contractual rate of twenty-five dollars ($25.00) 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 holdover from an on-duty shift ("end-of shift run"). Holdover time shall be calculated as "time worked" in one-half (1/2) hour increments with no maximum. The two (2) hour minimum shall not apply to holdover duty.

Mandatory Training required by the Department during a firefighter's off-duty time, shall also be compensated at the contractual rate of twenty-five dollars ($25.00) 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 the contractual rate per hour or the applicable FLSA overtime rate for Unscheduled Duty and Mandatory Training Pay.

ARTICLE XIV. 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.

A reassignment payment of ten dollars ($10.00) will be made when a firefighter is transferred from their regularly-assigned Engine, Rescue, Aerial or Truck Company to another Engine, Rescue, Aerial or Truck Company for a period of greater than twelve (12) hours if the reassignment results in the firefighter having to change stations. This payment will be for each full tour of duty on the shift to which they are regularly assigned.

In the event a call back of off-duty personnel is initiated and a "temporary" Engine Company is established for any length of time, the proper call-back pay procedure shall be followed and shall supersede any language of this Article.

If an entire Company is reassigned to another station for any length of time, this will not constitute a change or reassignment as contemplated by this Article XIV, and no reassignment payment will be made. Further, if a reserve or back-up apparatus is placed in service as a front-line apparatus, such change shall not constitute a change or reassignment as contemplated by this Article.

To receive reassignment payment as contemplated by this Article XIV, the affected firefighter must complete a reassignment payment slip and turn it in to the assigned station

ranking officer on the date of reassignment. Failure to complete the reassignment slip will result in forfeiture of payment.

ARTICLE XV. Vacation/City Days

After having completed twelve (12) months of continuous employment, members of the Unit shall receive a minimum of five (5) tours of duty as paid vacation days each calendar year. In addition, members of the Unit shall receive additional tours of duty off for years of continuous active service with the Department as contained in the Table below. These vacation days must be taken within the calendar year and may not be accumulated. Vacation must be approved by the Station Captain and scheduled with the Battalion Chief no later than February 1 of the year in which they are taken in order to guarantee the tour of duty off.

Vacation days shall be considered twenty-four (24) hour tours of duty, for purposes of scheduling in accordance with the table below:

Years of Service	24-hr Tour of Duty
0	0
1	5
2	5
3	5
4	5
5	5
6	6
7	6
8	6
9	7
10	7
11	7
12	8
13	8
14	8
15	9

16	9
17	9
18	10
19	10
20	10
21	11
22	11
23	11
24	12
25	12
26	12

In addition to the above vacation days, employees in the Unit shall receive four (4) additional days, commonly known as "City Days". City days may be scheduled in either twelve (12) hour, one-half (1/2) tour of duty increments from the beginning to the middle of the tour of duty, or from the middle to the end of the tour of duty; or these days may be scheduled for an entire twenty-four (24) hour tour of duty. Such days must be scheduled at least forty-eight (48) hours in advance with the Station Captain and approved by the Battalion Chief. City Days must be taken within the calendar year and may not be accumulated.

Approval of Vacation and City Days shall be dependent upon the number of personnel scheduled off for the tour of duty.

ARTICLE XVI. 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 station captain or battalion chief no less than one (1) hour prior to the reporting time for duty. Sick leave will require a doctor's statement containing the expected date of return to duty and any limitations of duty. The statement

shall be submitted to the Chief's office on the date of the missed tour of duty or as soon as reasonably possible thereafter. To assist management in scheduling and/or reassignment decisions, the firefighter shall contact the Station Captain or Battalion Chief prior to the next regularly scheduled tour of duty in order to inform the supervisor of the expected date of return and any limitations of duty. The firefighter shall return to duty as soon as possible after an illness or injury.

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.

ARTICLE XVII. Layoffs

In the event that the City may find layoffs necessary, they shall notify BMF Local 586, in writing, of the number of sworn personnel to be laid off.

Sworn personnel with the least seniority will be laid off first and recalled last. Sworn personnel that have been laid off will be given the opportunity to return to duty before any new personnel will be hired.

Civilian personnel will not be hired as the result of a layoff to perform any duties previously performed by a firefighter.

ARTICLE XVIII. Negotiation Time

Future contract negotiations, pursuant to Bloomington Municipal Code §2.34, shall be scheduled in a manner to provide that representatives of the Unit 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. Generally, not more than two (2) Unit members will be excused from the same shift for participation in such meetings. In special circumstances, the Unit may request a third (3rd) member from the same shift be excused. 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 XIX. Labor-Management Committee

The City and employees in the Unit agree to utilize a joint Labor-Management Committee which shall consist of three (3) representatives appointed by the Mayor and

three (3) representatives appointed by the Unit. Additionally, one non-voting member shall be mutually selected by the members to serve as the Labor-Management Committee Advisor. This Committee shall meet at least on a quarterly basis, and additionally as requested by either party, in order to discuss any and all facets of the employment relationship. If a majority of the Committee decides as a result of such discussion that a change should be made, then the Committee shall forward such recommendation to the Fire Chief and to the Union President. The Chief may approve the recommendation without Board of Public Safety approval, or shall forward to the Board of Public Safety within thirty (30) days with a positive or negative recommendation or without a recommendation. A copy of the Chief's submission, if any, shall be forwarded to the Union President, who may also provide a recommendation to the Board of Public Safety, with a copy to the Chief. The Board of Public Safety shall consider the matter 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 four (4) meetings in which the proposal was subject to good faith discussions, then any three (3) members of the Committee may forward their recommendation to the Fire Chief and Union President to resolve. Within thirty (30) days the Fire Chief and Union President shall resolve the matter or forward it on to the Board of Public Safety with their recommendations. The Board of Public Safety shall consider the matter at its next regularly scheduled meeting.

The parties recognize and acknowledge that the Board of Public Safety does not have fiscal appropriation powers.

ARTICLE XX. Non-Discrimination

The parties hereto agree that they shall not discriminate against any person because of his or her race, color, sex, disability, sexual orientation, national origin, familial status or ancestry, or any other legally protected classification.

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 XXI. Personnel Service Records

Inspection of documents contained in an employee's personnel file shall be in accordance with state law. Each employee shall be given a copy of all additions to their file at the time such additions are made or in a reasonable time thereafter.

Complaints determined to be unfounded or those in which the employee was found not be to be involved or is exonerated will not be placed in the employee's personnel file. Sustained complaints will be retained in accordance with state law.

Adverse personnel actions may not be considered by the department beyond three (3) years from the date of the adverse personnel action.

ARTICLE XXII. 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.

The term "work days" as used in this Article shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays, and holidays on which City Hall is closed.

1. An aggrieved firefighter shall notify the Battalion Chief, in writing, of a concern or complaint within five (5) working days of its occurrence. The Battalion Chief shall attempt to resolve the matter with the firefighter and station captain, and shall provide a written response within ten (10) working days of receipt. If the matter is not satisfactorily resolved at this level, then the aggrieved officer may proceed to Step Two of this Procedure by initiating a grievance.

2. Any matter not resolved at Step One of this Procedure may be presented, in writing, to the Union Grievance Committee within ten (10) working days of the response of the Battalion Chief. The Union Grievance Committee shall determine if a grievance exists. The Union Grievance Committee shall consist of the three (3) shift stewards and any two (2) Executive Board members. If any member of the committee is involved in the grievance, they shall be replaced by one of the remaining executive board members. Any remaining Executive Board Member shall replace any member of the Committee that is on vacation, city day, or sick leave.

   After the Union Grievance Committee has met, and decides that a grievance does exist, the Union shall within ten (10) working days, with or without the aggrieved person or persons in the bargaining unit, present the grievance in writing to the Chief of the Fire Department or their designee.

3. Any grievance forwarded under Step Two of this Procedure shall be presented by the Union Grievance Committee, in writing, to the Chief within ten (10) working days. The Chief shall serve a written response upon the President of the Union within ten (10) working days of receipt.

4. Within ten (10) working days of receipt of the Chief's written response to Step Three, the Union Grievance Committee shall determine whether the grievance shall proceed to Step 4, the Board of Public Safety. Notification shall be made in writing to the Secretary of the Board. The Board shall hear the grievance at the next regularly scheduled meeting to occur at least seven (7) working days after receipt. The parties recognize and acknowledged that the Board of Public Safety does not have fiscal appropriation powers.

5. In the event that a grievance is not resolved in Step Four 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) working 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, but 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 there is power to rule under the provisions of this Agreement, hold hearings upon the issue, make such investigations as deemed necessary and proper to a decision and shall render a decision, in writing, within a reasonable time. The expenses and fees of the arbitrator shall be borne equally by the City and the Union.

ARTICLE XXIII. <u>Interdepartmental Transfer</u>

The City of Bloomington values the public service provided by employees. 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 vacation or Civil City's vacation/PTO 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 probation or the applicable period for 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 not limited to longevity or training steps) and must start at the entry level step required for all new employees. The provisions of this Article are also intended to apply equivalently to transfers to the Bloomington Fire Department. Any transfer to the Bloomington Fire Department shall require both compliance with all hiring criteria and successful completion of the probationary period. The sole benefit of inter-departmental transfer shall be eligibility for additional vacation days.

ARTICLE XXIV. <u>Full and Complete Agreement</u>

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 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, 2010, constitutes the sole, entire and existing Agreement between the parties hereto and, effective January 1, 2010, 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 Code §2.34.

Negotiations for future contracts will begin in the spring of the last year of this Contract intended to result in a new agreement approved by both parties by July 1st of the last year of the contract. In the event that a new agreement is not reached before July 1st of 2013, then the terms and provisions of the Agreement shall nonetheless remain in full force and effect until an agreement on a new contract is reached; provided, however, the terms and the conditions of the agreement shall not be extended for more than one year from the expiration of this Agreement.

This Agreement between the City of Bloomington and the Bloomington Metropolitan Firefighters Local 586, or its successor in recognition, constitutes a complete agreement as to all bargainable issues, effective January 1, 2010, through December 31, 2013.

BLOOMINGTON METROPOLITAN FIREFIGHTERS LOCAL 586

James Parrott, President

Neville Vaughan, Vice President

CITY OF BLOOMINGTON

Mark Kruzan, Mayor

Andy Ruff, President
Bloomington Common Council

SIGNED this 16TH day of DECEMBER, 2009.

Reviewed and Approved this 17th day of December, 2009.

Kevin R. Robling
Corporation Counsel & Chief of Staff
City of Bloomington