

Resolution Number 1, 2003

A Resolution of the Board of Public Works and Safety of the City of Beech Grove  
Indiana Approving an Agreement with Local 416 of the Beech Grove Professional Fire  
Fighters Association

Whereas, The Mayor of the City of Beech Grove and his negotiating team have recommended to the Board of Public Works and Safety the adoption and approval of a collective bargaining agreement with the Beech Grove Professional Firefighters Association, Local 416,

And Whereas, the Board of Public Works and Safety does hereby approve and ratify the said agreement:

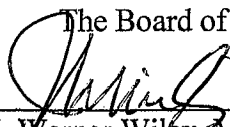
And, Whereas, The said agreement should be approved by the Common Council of the City of Beech Grove,

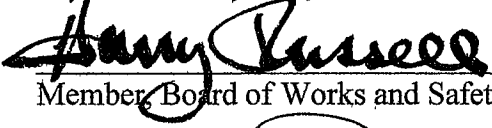
It is therefore Resolved by the Board of Public works and Safety, that:

1. Said agreement with Local 416 should be and is, in all things, hereby approved.
2. The agreement is attached hereto and made a part of this Resolution and is marked Exhibit A for identification.
3. The Clerk Treasurer should forthwith deliver a Copy of this Resolution to the Common Council of the City of Beech Grove for its consideration and approval.

Adopted this 6th day of October, 2003

The Board of Public Works and Safety of the City of Beech Grove, Indiana

  
\_\_\_\_\_  
J. Warner Wiley, Mayor and Member Board of Public Works and Safety

  
\_\_\_\_\_  
Member, Board of Works and Safety

  
\_\_\_\_\_  
Member, Board of Public Works and Safety

# Agreement

between

**The City of Beech Grove**

and

**The Beech Grove Professional Firefighters Association, Local 416**



**Effective**

November 1, 2003 through December 31, 2005

## PREAMBLE

This agreement is between the CITY OF Beech Grove (hereinafter referred to as the "City") on behalf of the BEECH GROVE FIRE DEPARTMENT (hereinafter referred to as the "Department") and the BEECH GROVE PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 416 (hereinafter referred to as the "BGPFA"): The general purpose of this agreement is to set forth the salary and fringe benefit structure applicable to certain firefighters employed in the City of Beech Grove and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees, and BGPFA.

The terms hereof are intended to cover only minimums in wages, working conditions and other employee benefits. The City may place superior wages, working conditions and other employee benefits in effect.

WITNESS: That to facilitate harmony and efficiency to the end that the City and the BGPFA and the general public may mutually benefit, the City and the BGPFA have the following understanding:

## **ARTICLE I**

### **Period of agreement**

#### **Section 1. Duration**

THIS AGREEMENT shall take effect November 1, 2003, and shall continue in force and effect until 12:00 midnight, December 31, 2005.

#### **Section 2. Future Negotiations**

The parties agree to begin negotiations for a new Agreement no later than May 1, 2005.

#### **Section 3. Extension**

In the event the parties are unable to reach a new Agreement, the terms and provisions of this Agreement shall remain in full force, except for items specifically set forth in the salary ordinance.

#### **Section 4. Renegotiation and Agreement**

Notwithstanding any provision herein to the contrary, it is understood and agreed by the parties hereto that any provision contained in the Agreement may be amended at any time by the mutual agreement of the parties hereto.

#### **Section 5. Complete Agreement**

This document constitutes the sole and complete agreement between the parties. All terms and conditions of employment not covered by this agreement shall continue to be subject to the City's direction and control.

Section 6. **Separability**

In the event that any provisions of this agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail; and if any provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect. The parties hereto agree to notify the other of any ruling in this regard.

**ARTICLE II**

**Conditional Recognition**

**Recognition**

The City recognizes the BGPFA as the exclusive representative for the firefighters of the City of Beech Grove. The BGPFA shall be the exclusive representative for the purpose of meeting and conferring with respect to salaries, fringe benefits, and appropriate mutual concerns in the Fire Department. The City shall not negotiate with, or make any collective bargaining agreement or contract with any other employee group representing or purporting to represent firefighters covered by this agreement.

**ARTICLE III**

**Committees**

**Labor Management Committee**

There shall be a labor – management committee consisting of 3 members of the BGPFA and no more than 3 members appointed by the Mayor for representing the city. The Committee shall meet on request by either party and at least once a quarter to discuss matters of mutual concern. The Committee shall have authority to make recommendations to the BGPFA or the City of Beech Grove. If a committee member comes in on their off duty time, the member shall be granted overtime pay or compensatory time as directed by the chief of the department.

**Health & Safety Committee**

The City of Beech Grove Fire Department shall allow the BGPFA to appoint at least a 3 member committee to head the Health and Safety Requirements for members of the Beech Grove Fire Department. This committee shall meet for time to time to make recommendations and or review current policies for the department. The committee shall report findings and or recommendations to the Operations Chief of the Department, or designee who is assigned Health and Safety Officer. If a committee member comes in on their off duty time, the member shall be granted overtime pay or compensatory time as directed by the chief of the department.

## ARTICLE IV

### BGPFA and City Rights and Obligations

#### Section 1. BGPFA Rights

##### A. Dues Check off

Upon receipt of voluntary, written, current, signed authorization in such form as complies with the law of Indiana, (Indiana Code 22-2-6-2) from employees who begins their probationary period, who are covered by this agreement and who are members of the BGPFA, the City shall deduct each month from the earnings of each such employee an amount representing regular, monthly dues for the preceding month and shall remit such monies, together with the appropriate records, to a designated BGPFA official. The City shall not be liable to the BGPFA for failure to make deductions for dues. In the event of an overcharge already remitted to the BGPFA, it shall be the responsibility of the BGPFA alone to adjust the matter with the employee. The BGPFA will indemnify the City and hold it harmless from any and all claims or liabilities that may arise under this paragraph.

##### B. Bulletin Boards

The BGPFA shall have access to a bulletin board within normal work areas of both stations of covered employees for the purpose of posting BGPFA notices. The Chief or his/her designee shall first approve such notices.

##### C. Non-Discrimination

The City shall not make any regulation affecting the right of any employee or employees to join or refrain from joining the BGPFA or other lawful employee organization; provided that the City shall retain the full right to control employees' actions, property and equipment during working hours and to control the use of City's premises.

##### D. Meetings

The BGPFA shall be allowed to hold regular and special meetings in the fire stations, and it is also agreed the BGPFA may post meeting bulletins on the bulletin boards in the stations.

##### E. Voting

BGPFA and Members from the Local 416 shall be allowed use of the station to hold district and general elections.

F. **Association Business Leave**

Members of the Labor Management Committee, Grievance Committee or BGPFA officials shall be granted leave from duty with pay for the purpose of processing grievances or renegotiating of the terms of this agreement. Such leave shall be requested 24 hours in advance subject to approval by the Chief or his/her designee. The District President or designee of the BGPFA shall be granted leave to perform functions, including, but not limited to attendance at Regular and Special Meetings, Conventions, Seminars, Conferences, and Fire Department related activities.

1. Leave will be granted upon receiving written permission from the Chief or his/her designee.
2. Leave is to be granted providing it does not interfere with overall operations or manpower of the Fire Department.

G. **Electronic Reporting**

Members of the BGPFA shall have full use of the computer systems located at both stations to post information on programs provided by the city for its members. BGPFA also would be allowed to use the programs to publish an issue to be voted on and retain the information collected.

Section 2. **City Rights**

The City, on its own behalf and on behalf of its citizens, hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Indiana and of the United States, the City Code and any modifications made thereto, executive order issued by the Mayor, and any resolution passed by City elected officials. Further, all rights which are ordinarily vested in and are exercised by employers except to the extent such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing the rights:

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of material, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
- B. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C. To subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities;

- D. To determine and change the number, location and type of facilities and installations;
- E. To determine the size of the workforce and increase or decrease its size which shall comply with all applicable legal requirements;
- F. To hire, assign, and lay off employees, to reduce the workweek or the workday or effect reductions in hours worked by combining layoffs and reductions in workweek or workday;
- G. To direct the workforce, assign work and determine the number of employees assigned to operations and administration;
- H. To establish, change, combine, or discontinue job classifications and prescribe and assign job duties, content and classification for sworn personnel;
- I. To establish wage rates for any new or changed classifications for sworn personnel. The President of BGPFA will be notified and may request discussions and submit input on the establishment of these wages;
- J. To establish work schedules; and to, from time to time, change those work schedules;
- K. To establish work and productivity standards and to, from time to time, change those standards;
- L. To establish, maintain and revise rules and procedures for the administration of the Department, not covered under this agreement;
- M. To discipline and discharge employees for cause under applicable laws;
- N. To adopt, revise and enforce working rules and carry out cost and general improvement programs;
- O. To transfer, promote and demote employees from one classification, division or shift to another under applicable law;
- P. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work, under applicable law.
- Q. Layoffs shall be in compliance with all state and federal laws. Layoffs due to economic needs shall follow a policy based on seniority starting with the lowest level to the highest.

Section 3. **No Work Stoppage or Lockouts**

As the services performed by the employees covered by this agreement are essential to the administration of the Department and to the welfare of the public dependent thereon, the BGPFA agrees that in no event whatsoever, during the term of this agreement, will the BGPFA or any of the employees covered by this agreement, initiate, authorize, sanction, encourage, support or engage in any strike, slowdown, work stoppage, "sick-out" or cease the continuous performance of their duties. The Department agrees that no lockout shall take place during the term of this agreement.

The BGPFA acknowledges that any conduct that violates this section threatens irreparable harm to the public. The BGPFA shall have no liability for unauthorized activity by employees in violation of this section, and agrees to immediately make a vigorous and bona fide effort to end all such activity in the event of a violation of this section, including written notification to each offending employee that his/her activity is unprotected and is not authorized, supported or ratified by the BGPFA.

Nothing contained in this Agreement shall limit or prevent the ability of the Department to discipline an employee who engages or who is believed to have engaged in such conduct notwithstanding this Section.

**ARTICLE V**

**Miscellaneous**

Section 1. **Safety**

The Department shall make reasonable provisions for the safety and health of its employees during the hours of employment in compliance with applicable laws. The Department shall provide on-the-job training for the operation and care of equipment. In this regard, the BGPFA and employees realize that they have joint responsibility to cooperate in maintaining safe practices in the Department. The Fire Chief shall maintain current policy of working with the BGFGA Health Safety Committee to establish and maintain policies.

It is the responsibility of the employees to operate vehicles, machinery and equipment in a safe manner. The Department may summarily discipline, or prohibit an employee from operating such machinery if an officer, acting officer, reasonably believes the employee is operating in an unsafe manner. However, no reduction in rank, grade pay, will be made permanent without proper notice and fair hearing.

All accidents, regardless of the severity, must be reported to the employee's supervisor immediately for attention per department policies.



Section 2. **Time Off for Fire/EMS Related Education**

The Department and BGPFA desire that all interested firefighters receive fire or EMS related education. Employees must maintain certifications as required by employment, unless given written permission from the chief of the department to no longer maintain. Any required educational needs to maintain employment, the Department shall make attempts to send personnel on duty, if staffing does not allow such the employee shall receive compensatory time or overtime for attending on the off duty time. The policy for granting time off for educational purposes shall be at the discretion of the Chief.

Section 3. **Grievances**

All grievances shall be considered carefully and processed promptly. Grievances shall follow policies as established in the city of Beech Grove Personnel Manual. A request of representation by the BGPFA may be requested by the individual and allowed at all Grievance Meetings. BGPFA maintains the right to seek legal council and guidance through the Indianapolis Metropolitan Professional Firefighters Association Local 416.

**ARTICLE VI**

**Non-Discrimination**

Section 1. **General Application**

The provisions of this agreement shall be applied equally to all employees without discrimination as to age, sex, race, color, creed, or disability as defined by law, national origin, religious or political affiliation except where specific age, sex or physical requirements constitute a bona fide occupational qualification, necessary to proper and efficient administration or as provided by law. The BGPFA shall share equally with the City the responsibility for applying this provision of the agreement. Nothing in this agreement shall violate the Americans with Disabilities Act (ADA). Notwithstanding any language in this agreement, the City shall take any action necessary to comply with the provisions of the ADA.

Section 2. **Applicants**

The City agrees to continue its present non-discriminatory policy offering equal opportunities consistent with this agreement for available jobs to qualified applicants without regard for their national origin, race, color, sex, creed, religious or political affiliation, or disability as defined by law, except where specific age, sex or physical requirements constitute a bona fide occupational qualification, necessary to proper and efficient administration, or as provided by law.

**Section 3 Working Conditions for current Employees**

The City agrees that it will not discriminate in the training, upgrading, promotion, transfer, layoff, discipline or discharge of employees because of race, color, creed, national origin, sex, religious or political affiliation or handicap as defined by law.

**Section 4 Representation**

The BGPFA shall maintain the right to have a representative present during the interview process of hiring new employees, promotions, and lateral transfers.

**Section 5 Work Schedule**

The basic schedule for fire department personnel shall be 24 hrs on duty followed by 48 hours off duty with reporting relief time at 7:00 am.

The basic work week shall be 40 hours per week for all members assigned to staff positions and or restricted or light duty personnel.

**ARTICLE VII**

**Overtime Policy**

If the chief, or his/hers designee, determine that the staffing level, on any given shift day, will be below the approved standard minimum staffing level, he/she shall implement overtime procedures consistent with departmental policy. Should staffing levels fall below the minimum level and coverage can not be obtained, the employee whose position is unfilled shall remain to obtain coverage.

If the employee is called into work at a time not immediately preceding his/her regularly scheduled shift in which case the employee shall be entitled to a minimum of 2 hours paid at a rate of 1 ½ or compensatory time at a rate of 1 ½. Any time that the employee works over normal scheduled duty days the employee shall receive a paid rate at 1 ½ or compensatory time at a rate of 1 ½.

## ARTICLE VIII

### Fringe Benefits

The City of Beech Grove shall maintain fringe benefit programs in a manner set forth in this Agreement. These include:

#### Section 1. Uniform Allowance.

In addition to any other item of compensation, the City shall pay to each firefighter who is not a probationary firefighter a uniform allowance of \$800.00 per year to purchase and maintain uniforms. In consideration of this allowance, firefighters agree to keep their uniforms neat, clean and in good repair and to replace all worn out clothing as required by Departmental Policy.

The Chief will give six months prior notice before requiring a major mandatory uniform change.

#### Section 2. Health, dental and Life Insurance.

The City agrees to use its best efforts to maintain the current health insurance and life insurance plan for firefighters and the retiree's. If the cost of any such plan should be increased or become non-competitive during the term of this Agreement, or if the carrier should add or impose objectionable terms and conditions to its plan during the term of this Agreement, the City shall be entitled to cancel such plan and to select a different plan which provides employees and retiree's reasonably equivalent benefits and coverage. The City shall remain with the current standard on cost and pay for insurance for the employee and for the family of the employee.

#### Section 3. Longevity Pay.

Longevity pay shall be paid at the rate of \$100.00 per year beginning after the first year of employment and at the next budget year date on Jan. 1<sup>st</sup> and continuing per each year of employment.

#### Section 4. College Incentive Pay.

College Incentive Pay shall continue for the duration of this Agreement. The minimum rate will be \$500.00 for Associates Degree, \$1000.00 for a Bachelors Degree, and \$7.00 per credit hour if received while employed with the City of Beech Grove. The City and BGPFA shall begin review of this policy no later May 5, 2004 for employees receiving their education prior to being employed.

Section 5. Vacation Days.

Vacation Days shall consist of 5 days and 1 personal day for a probationary Firefighter after 6 months of service. 10 days for firefighters with one to ten years of service. 15 days for firefighters with ten to twenty years of service. 20 days for firefighters with twenty plus years of service.

After one year of employment each member shall receive 2 personal days.

Upon separation from the Department, the City shall reimburse each firefighter for earned accrued but unused vacation days.

Vacation selection policy shall be as the current department policy. Any changes shall be brought in front of the BGPFA.

Vacations begin at the beginning of the calendar year. Employees whose hire date fall after June 30<sup>th</sup> shall not receive updated vacation.

Section 6. FLSA Differential Payments

FLSA shall follow current department policy as established upon approval by the City Council in April 1986 and meet all federal requirements pursuant to the Department of Labor FLSA.

Section 7. Sick Leave & Sick Day Buyback.

Shall follow current city and fire department policy. Reimbursement shall be paid for ½ of the employees sick days when he/she retires.

If an employee becomes sick or injured while on duty or due to a result of an on duty incident. The City of Beech Grove shall follow Policy 300.38, any changes must come before the BGPFA. Shall also comply with state and federal laws.

Section 8. Malpractice Liability Insurance

Malpractice Liability insurance shall be covered by the City. Any proposed change to this current policy shall be brought to BGPFA for comment and negotiation.

Section 9. Leave of Absence.

Firefighters may be granted leaves with or without pay in accordance with Federal, State or local law. All leaves of absence shall be subject to the approval of the Board of Public Works and Safety.

Section 10. Meal Allowance

The City of Beech Grove shall maintain current policy of \$4.50 per duty day meal allowance. Any changes shall be brought to the attention of the BGPFA.

Section 11. Restrict or Light Duty Status

The City of Beech Grove Fire Department shall comply with Beech Grove Fire Department Policy 300.26.

Section 12. Probationary Firefighter Clothing

The City provide clothing and protective gear pursuant to Beech Grove Fire Department Policy 300.43

**ARTICLE IX**

**Pay Schedule**

Pay Schedule shall follow the current City and Fire Department Policies and Standards. All shall remain unchanged, unless BGPFA has been advised and provided opportunity for input. City shall remain on the Section 125 program for pre taxed deductions. The City shall attempt to maintain 3 % raises for fiscal year 2004 through 2005.

**EMS Pay**

Paramedic, Emergency Medical Technician, ACLS Instructor, BTLS Instructor, and Primary Instructor shall remain at the current rate and can be collectively bargained to a higher rate or additional certifications.

**Specialty Pay**

Certification pay shall remain to the current policy and shall not be changed or affected unless BGPFA has been advised and provided an opportunity for input.

- Management
- Instructor I
- Fire Engineering Technician
- Fire Prevention
- Crash Rescue
- Hazardous Material Technician
- Wildland Firefighting
- Driver Operator
- Rescue Technician or BERT
- Investigations
- Tactics

### **Holiday Pay**

The city shall remain at current pay rate per holiday. Any changes shall be brought to the BGPFA. The Holidays shall be as per policy the following:

- New Years Day
- Martin Luther King's Birthday
- President Day (Third Monday in February)
- Good Friday
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday After Thanksgiving
- Christmas Day

### **Public Employees Retirement Fund**

The City of Beech Grove shall maintain current enrollment in the Public Employees Retirement Fund. The City shall pay 21% of the First Class Firefighters salary. Any change to this agreement shall be brought to the attention of the BGPFA.

### **Article X**

#### **Appointment of the Fire Chief**

The Mayor should attempt to consult with the BGPFA prior to any new appointment to the Fire Chief's position, subject to state statute.

### **Article XI**

#### **Parity Clause**

The BGPFA shall receive no less than Parity in benefits and pay raises received by all city public safety employees for Pay Compensation and Fringe Benefits.

## Article XII

### Labor Management

- A. Commencing in the year 2004, the city, fire chief and the BGPFA Labor Management Committee will establish a study on the following issues:
- (i) Future Staffing of Apparatus
    - i. Establishing Civilian Employees to staff the Medic
    - ii. Alternative Funding Methods
    - iii. SAFER ACT Possibility
  - (ii) Health and Safety to accommodate for the IAFF/IAFC Peer Wellness/Fitness Training Initiatives
    - i. Adding additional rooms to each station to accommodate for workout equipment
    - ii. Adding workout equipment at each station
  - (iii) Future Equipment Purchases and maintaining rotational standards currently in place with the following:
    - i. Hose
    - ii. Defibrillators
    - iii. Ambulance and Engine Replacement
    - iv. Self Contain Breathing Apparatus Replacement
      - 1. Researching better communication devices, relative to SCBA's
    - v. Maintenance on Equipment
  - (iv) Employee Educational Incentive Pay
    - i. College Credit and Degree Pay for degrees and credits earned at Nationally Accredited Schools prior to employment.
    - ii. Pediatric Advance Life Support Pay
    - iii. Safety Officer (National Fire Academy or State Certification) Pay
    - iv. Link current certification pay to NFPA Certification
  - (v) Study any future growth and needs assessment to provide a high level of safety for the members of the BGPFA and the Citizens of Beech Grove.
- B. To commence in 2005 begin hiring civilian employees to staff the Medic. The goals is:
- (i) 3 Civilian Paramedics
  - (ii) 3 Civilian Emergency Medical Technicians
- C. Fire Suppression Personnel may not drop below 30 employees permanently. Subject subsection B being accomplished.
- (i) To commence in 2005 Minimum staffing of 3 per engine
  - (ii) To commence in 2005 Minimum of one paramedic on each engine
- D. Add additional rooms to each station and physical fitness equipment to accommodate for the IAFF/IAFC Peer Wellness/Fitness Training Initiatives no later than by the end of 2005. Subject to Financial Ability.

## **Article XIII**

### **Terms and Conditions of agreement**

#### **Section 1. Terms**

This agreement between the parties constitutes a 2-year settlement for calendar years 2004 and 2005 based upon the following assumptions:

- A. That tax levies are granted by the appropriate authorities; and
- B. That the City receives the revenue necessary to fund the operating and pension budgets.

#### **Section 2. Conditions**

In the event that any of the above conditions do not occur, then it is specifically understood and agreed by the parties that the City may declare the monetary provisions of this agreement void. The City shall inform the BGPFA of such declaration in writing. In the event of such declaration by the City, the parties shall as soon as practicable begin new negotiations.