

Resolution Number 3 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, Beech Grove Fire and Police Communications District (Emergency Communication Employees Union)

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, Beech Grove Fire and Communication District

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

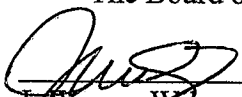
And, Whereas, The said agreement should be approved by the Common Council of the City of Beech Grove,

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

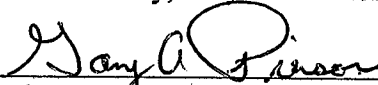
1. Said agreement with Local 416 should be and is, in all things, hereby approved.
2. The agreement is attached hereto and made a part of this Resolution and is marked Exhibit A for identification.
3. The Clerk Treasurer should forthwith deliver a Copy of this Resolution to the Common Council of the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

Adopted this 3RD day of November, 2003


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



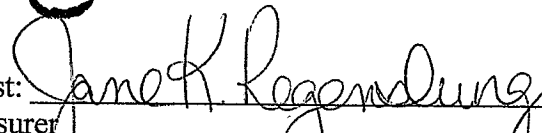
J. Warner Wiley, Mayor and Member Board of Public Works and Safety



Member, Board of Works and Safety



Member, Board of Public Works and Safety

Attest: 
Treasurer Jane K. Regensburg, Clerk

IN WITNESS WHEREOF, the parties hereto by their duly authorized officials have signed their Name this 3rd day of November, 2003.

By: 
J. Warner Wiley Mayor

By: _____
Gary Coons, District President

By: _____
Gary Pierson, Board of Public Works
& Safety

By: _____
Mike Morris, District Trustee

By: _____
Harry Russell, Board of Public Works
& Safety

By: _____
Mike Reeves, Local 416 President

ADDENDUM (A)

Article I:

Scope of Agreement

Section 1, *Preamble*: This Agreement is entered into by and between The City of Beech Grove ("the City") and the Beech Grove Fire and Police Communications District of the Beech Grove Professional Firefighters Association, Local 416 ("the Emergency Communication Employees Union") represented by the President of Beech Grove Professional Firefighters Association Local 416 and a Emergency Communications Union Representative.

Section 2, *Recognition*: The City recognizes the Emergency Comrnunications Employees Union as the sole and exclusive bargaining agent for the Beech Grove Fire and Police Communication and Probationary employees.

Section 3, *Savings Clause*: If any provision of this Agreement is rendered or declared invalid by court action or legislation, the remaining portions of this Agreement shall remain in full force and effect.

Section 4, *Evergreen Clause*: This agreement shall remain in effect during any negotiations and shall continue to be in effect until a new agreement is reached.

Section 5, *Duration of Agreement*: This Agreement shall be effective as of December 1, 2003 and shall remain in effect until December 31, 2005 or until a new agreement is reached as per Section 4 of this article.

Section 6, *Minimums Only*: The terms of this Agreement are intended to cover only minimums in hours, working conditions, and other employee benefits. The City may place superior wages, hours, working conditions and other employee benefits in effect.

Article II

Salary and Wages

Section 1, The Beech Grove Fire and Police Emergency Communications Employees shall retain all current wages, benefits and fringe benefits currently be received by the City. This is to include appropriate raises and differential pay benefits in budget year 2004 and 2005.

Pay Schedule

Pay Schedule shall follow the current City and 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.

Fair Labor Standards Act

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.

Article III Rights and Benefits

Section 1, *Health Insurance Benefits*; Health insurance benefits for Currently Employed Emergency Communication Employees, Probationary Emergency Communications Employees, shall remain the same as Beech Grove Fire Department Employees.

Section 2, *Life Insurance Benefits*; Shall be consistent with what is in place for Beech Grove fire Department Employees

Section 3, *Education Benefits; 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 or Employed prior to September 1st 1998. 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 4, *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. 1st and continuing per each year of employment

Section 5, *CPR certification*; Cardiopulmonary resuscitation (CPR) certification shall be done every two years. If dispatcher comes in off duty, they shall receive overtime at a paid rate of 1 ½ hourly rate or compensatory time at a rate of 1 ½ .

Section 6, *Maintenance of Rights and Benefits*; All standards, privileges and working conditions enjoyed by employees at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected, unless the Union leadership has been advised of the intended change and is given the opportunity for input.

Section 7, *Discipline*; The City will not discipline or terminate any Dispatcher except for just and proper cause.

Section 8, *Right of Representation*; A Emergency Communication Employee has the right to have Union representative and/or legal counsel present at any disciplinary meeting or hearing. However, Emergency Communication Director or his/hers designee may remove a dispatcher from duty temporarily, without a hearing, if his or her job performance constitutes an immediate danger to public safety.

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Section 1, *Minimum Staffing*; Whenever possible, 2 dispatchers shall be on duty at all times on the event of sick leave / vacation, every effort will be made to find replacement cover for the absent dispatcher. Overtime will be at employees choice of a paid rate at 1 ½ hourly rate or compensatory time at a rate of 1 ½. The City reserve the right to pay compensatory time should funding fall short of expectations, however the employee shall be advised prior to commenting.

Section 2, *Position Bidding*; If a position opens mid-year, the position will be posted and all personnel will be allowed to bid on that position based on seniority.

Section 3, *Shifts*; The City shall maintain the current shift assignment policy

Article V
Labor Management Relations

Section 1, *Labor Management Committee*; The City and the Local shall establish a labor management committee that will meet as needed to address, working conditions, equipment, staffing, telecommunications technology and any other Fire/EMS/Police Communications related issue of importance to labor or management.

Section 2, *Health & Safety Committee*; The City of Beech Grove shall allow BGPFA and the Emergency Communication Union to appoint one member to the BGPFA Health and Safety Committee. This member will have the same benefits as the firefighters under the BGPFA Agreement with the Health and Safety Committee.

Section 3. *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.

Section 3. *Bulletin Boards and Mailboxes*; The BGPFA and Emergency Communications Employees Union shall have access to a bulletin board within a normal work area at the Dispatch center for the purpose of posting BGPFA and Emergency Communication Employees Union notices. 2 Mailbox Slots shall be provided, one for the BGPFA President and the other for the Fire Department Operations Chief.

Article VI
Labor Management Study

- A. Commencing in the year 2004, the City Communications Director, and the BGPFA Labor Management Committee will establish a study on the following issues:
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 - (i) Look at the potential for the use of part-time dispatchers to attain this goal.
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 - (i) Begin a study on the fiscal impact and possibilities of providing retiree health insurance benefits to be the same as Beech Grove Firefighters.

Article VII
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.

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Section 9, *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 and the Emergency Communications Unions maintain the right to seek legal council and guidance through the Indianapolis Metropolitan Professional Firefighters Association Local 416.

Section 10, *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. Policy and changes shall also comply with state and federal laws.

Section 11, *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.

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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 & Emergency Communications Union 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.

Appointment of the Emergency Communications Director

The Mayor should attempt to consult with the BGPFA Emergency Communications Union prior to any new appointment to the Emergency Communication Director position, subject to state statute.

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By: _____
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& Safety

By: _____
Harry Russell, Board of Public Works
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By: _____
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Andrew Wells, Representative

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