

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE DON OWENS MEMORIAL LODGE 88,
FRATERNAL ORDER OF POLICE, INC.

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Introduction

This Agreement is entered into by and between the City of Bloomington, Indiana (hereafter "City") and the Indiana Fraternal Order of Police Labor Council, Inc. by and for the members of the Don Owens Memorial Lodge 88, Fraternal Order of Police, Inc. (hereafter "Union") under the authority of Bloomington Municipal Code § 2.32, entitled Police Collective Bargaining.

The City and the Union recognize and declare that they have bargained collectively with respect to terms and conditions of employment for police officers, and it is their desire and in the best interests of the citizens of the City of Bloomington to promote harmonious relations between the City and the Union and improve police protection for the citizens of the City. Understandings reached have been incorporated into this written Agreement which shall provide an orderly, equitable and binding resolution.

If this Agreement is silent on a policy, procedure or matter the City's Personnel Manual shall apply.

IT IS THEREFORE AGREED AS FOLLOWS:

SECTION 1. Definitions

The following words and terms shall have the following meanings:

"Agreement" means this Collective Bargaining Agreement entered into between the City and the Union.

"Benefit Leave" means paid time off for a member in accordance with this Agreement. Sixteen of the provided Benefit Leave days are provided in recognition of the fact that non-union employees of the City receive certain governmental holidays off each year with pay.

"Bereavement Leave" means an additional form of paid leave which is available to any member who has completed his or her initial probationary period of employment, which shall be used for the attendance of funeral matters if certain individuals of a member's family passed away.

"BMC" means the Bloomington Municipal Code.

"Board" means the City of Bloomington Board of Public Safety established in accordance and under Ind. Code § 36-8-3-1 *et seq.*

"Business day" means a measure of time which occurs between Monday through Friday, from 8 a.m. to 5 p.m. local time, and excludes weekends and holidays recognized by the City.

"Chief" means the Police Chief for the City and/or his or her designee(s).

"Committee" means the Labor Management Committee created by this Agreement.

"Contractual overtime" means the thirty-six dollar per hour rate described in Section XII of this Agreement.

"Department" means the City Police Department.

"FLSA" means the Fair Labor Standards Act.

"FMLA" means the Family and Medical Leave Act.

"FOP 88 Board" means the executive officers elected in accordance with the governing by-laws of the Don Owens Memorial Lodge 88, Fraternal Order of Police, Inc.

"FOP Labor Council, Inc." means the Indiana Fraternal Order of Police Labor Council, Inc., selected by the members of the bargaining unit to represent them.

"Grievance" means any difference that may arise between the parties or between the City and a member covered by this Agreement as to any matter involving the interpretation, meaning, application, or violation of the provisions of this Agreement.

"INPRS" means the Indiana Public Retirement System.

"Light duty" means a short-term, temporary assignment of duties, approved by a healthcare provider and the Chief, to which a member is assigned during recovery from illness or injury and based on the medical, physical and/or psychological restrictions of the member.

"Mate" means an individual who is in a committed relationship of indefinite duration with a City employee, with an exclusive, mutual commitment similar to that of marriage. The partners share the necessities of life and agree to be financially responsible for each other's well-being, including basic living expenses. The individuals reside within the same residence, are not married to anyone else, do not have another mate or domestic partner, and are not related by blood.

"Mayor" means the duly elected Mayor of the City of Bloomington, Indiana, and as described in Ind. Code § 36-4-5-2.

"Member" means any individual who is subject to the Agreement between the City and the Union in accordance with BMC § 2.32.020.

"Overtime pay" means a rate of pay equal to time and one-half an individual member's regular rate of pay.

"Registered domestic partner" means an individual who is in a committed relationship of indefinite duration with a City employee, with an exclusive, mutual commitment similar to that of marriage and who have registered as partners with the City's Human Resources Department in accordance with the City's Domestic Partnership Policy. The partners share the necessities of life and agree to be financially responsible for each other's well-being, including basic living

expenses. Domestic partners are not married to anyone according to the laws of the State of Indiana. Under the City's Domestic Partnership Policy, the domestic partners must declare under oath that they are not related by blood closer than permitted under marriage laws of the State of Indiana; that they are not married according to the laws of the State of Indiana; that they are at least eight (18) years of age and have the capacity to enter into a contract; that they have no other domestic partner; that they share a household; and that they are jointly responsible to each other for the necessities of life. The City may require documentation substantiating these declarations in accordance with the City's Domestic Partnership Policy.

"Regular hourly rate" has the same meaning as what the FLSA considers to be included in an employee's regular rate of pay.

"Seniority date" means the date of original hire with the Department. For those members who are hired on the same date, their ranking on the Board's hiring list shall be the deciding factor of order of seniority. This seniority list shall be documented by a member's Personal Identification Number (PIN) issued by the City upon being hired, with a lower number signifying a higher seniority. (Example: 1200 has more seniority than 1201).

"Shift Rep" means a member of the Bargaining Unit elected by January 15 each year by each Uniform shift and Detectives as the representative of his/her respective shift or unit.

SECTION II. Terms and Conditions of Agreement

This Agreement between the parties constitutes a settlement of all bargainable issues, as defined in BMC § 2.32, for calendar years 2019, 2020, 2021, and 2022, unless otherwise specified herein. The terms and conditions of this Agreement shall not be retroactive in any manner (the benefits and compensation provided by this Agreement shall not be retroactively applied to the start of calendar year 2019). 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:

A. Receipt in each and every year of the Agreement by the City of no less than one million, two-hundred thousand dollars (\$1,200,000.00) from the Utility Department of the City in satisfaction of what is commonly known as the "Interdepartmental Agreement."

B. The City being legally authorized in each and every year of the Agreement to increase its *ad valorem* property tax by a minimum of 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 2019) 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.

C. Receipt in each and every year of the Agreement by the City of no less than 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."

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

E. 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 Section XII 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 BMC § 2.32, and following. In the event that BMC § 2.32.040, "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.

SECTION III. Management Rights

This Agreement shall not be deemed in any way to limit or diminish the authority and responsibility of the City to manage and direct the operation and activities of the City and the Department, including the police operation and activities, to the full extent authorized or permitted by law.

Nothing in this Section shall be construed to negate the clear and unambiguous meaning of this Agreement.

SECTION IV. Labor-Management Committee

The City and Union agree to form a joint Committee which shall consist of two representatives appointed by the Mayor and two representatives appointed by the Union. The Committee shall meet quarterly or as needed and may discuss, *inter alia*, issues not subject to bargaining pursuant to BMC § 2.32. The results of the Committee deliberations shall be in the form of a recommendation forwarded to the Chief. The Chief shall have thirty (30) days to forward the recommendation to the Board along with his or her comments. The Board may then consider the recommendation at a subsequent regularly scheduled meeting.

In the event the Chief is a member of the Committee, the recommendation shall be forwarded directly to the Board along with any comments, pro or con, from Committee members.

SECTION V. Duties of Members

A member's duties shall be outlined in job descriptions maintained in the office of the Chief and the City's Human Resources Department. These files shall be accessible to the members during normal working hours of the Chief's Office and the City's Human Resources Department.

SECTION VI. Hours of Employment

Pursuant to 29 U.S.C. § 207(k) of the FLSA, the City has established a twenty-eight (28) day work period for members.

A member assigned to the Detective Division, but not assigned to the Special Investigations Unit, shall work five (5) eight (8) hour days, Monday through Friday, with two (2)

days off, Saturday and Sunday, without regard to recognized holidays, and shall not be assigned to be "on-call" more than one (1) Saturday and Sunday per month.

A member assigned to the Special Investigations Unit shall work forty (40) hours per calendar week, with his or her typical work schedule to be Monday through Friday with five (5), eight (8) hour days, without regard to recognized holidays. A member assigned to the Special Investigations Unit shall have a fluctuating work schedule, provided the fluctuating work schedule is necessitated by the nature of the work required by the Special Investigations Unit. The Lieutenant of the Detective Division shall have the authority to determine if a member's desire to fluctuate his or her work schedule is a necessity of the nature of his or her work with the Special Investigations Unit.

A member assigned to the Detective Division or the Special Investigations Unit at the effective date of this contract may continue said assignment, subject to their right to elect to return to the Uniform Division pursuant to Section VIII of this Agreement.

Detective members may be assigned to a one (1) week "on-call" status. Detectives assigned "on-call" may choose to be compensated with four (4) hours of overtime pay, in addition to a minimum four (4) hours of overtime call-out pay and overtime pay for any amount over four (4) hours. "On-call" shall mean from 9:00 a.m. on Friday to the following Friday at 9:00 a.m. In the alternative, detectives may choose to receive a compensatory day off in lieu of "on-call" overtime pay. No detective shall be assigned on-call duty in excess of eight (8) weeks per calendar year.

A member assigned to the Uniform Division shall work six (6) consecutive eight and a half (8.5) hour days with three (3) consecutive days off, without regard to recognized holidays.

These shifts shall be (morning shift) 5:30 a.m. to 2:00 p.m.; (afternoon shift) 1:30 p.m. to 10:00 p.m.; and (night shift) 9:30 p.m. to 6:00 a.m. Any change in shift hours shall be announced by the Chief no less than one (1) month prior to the beginning of the "bidding season" as referenced in Section VIII. Exceptions to shift hours as set in this Agreement shall be high intensity patrol, bike patrol, downtown resource officers, K9 officers, and motorcycle patrol. Every effort shall be made to ensure that shifts manned exclusively by volunteers other than those that currently exist (i.e. high intensity patrol, bike patrol, downtown resource officers, K9 officers, and motorcycle patrol) shall be staffed in such a manner that shift bids by seniority shall not be compromised. In the event any additional shifts are deemed necessary by the Chief, said shifts shall not be added without consultation with and approval by the Committee. In the event that no consensus can be reached by the Committee on the addition of said shift(s), the issue shall be forwarded to the Board for final resolution.

SECTION VII. Meals and Rest Breaks

A member is entitled to meal and rest breaks for a period not to exceed one (1) hour for each eight (8) hours worked. Work periods for less than four (4) hours do not entitle a member to a break. Extended work periods of twelve (12) or more hours entitle a member to an additional half (1/2) hour break for each four (4) hours period in excess of eight (8) hours.

Breaks shall be taken at times acceptable to shift supervisors and are subject to cancellation or interruption because of emergencies or staff shortages. The member shall be entitled to resume the break at the next opportunity to do so and at the shift supervisor's discretion.

SECTION VIII Shift Transfers

All shift transfers shall conform to the following procedures:

A. Between December 1 and December 15 for each year affected by this Agreement, a "bidding season" shall be open for each member hired prior to January 1, 2020, to submit their first, second and third bids for a shift assignment in the Uniform Division. Members hired after January 1, 2020 shall submit a first, second, and third preference for a shift assignment in the Uniform Division. A member may submit bids or preferences for shift assignments only and not any particular shift rotation.

1. The Chief retains the authority and responsibility for the determination of the required staffing level assigned to each shift.
2. Shift assignments become effective on the first (1st) day of January of each year of this Agreement following the "bidding season".
3. Shift assignments for those officers who submit a shift bid shall be based solely upon seniority, with the most senior members being assigned to their preferred shifts first. Shift assignments for those officers who submit a shift preference shall be allocated by the Chief, or his/her designee, to any remaining open spots. Every effort shall be made to place those officers who submit a shift preference on their preferred shifts based upon seniority except in circumstances where the needs of the Department in terms of experience, skill sets, or specialty functions require that officers be assigned outside of their preferred shift.

B. In accordance with Section VIII(A)(1), the Chief shall establish each shift's staffing level, taking into account the needs of the Department regarding certain specialty

assignments, including but not limited to CIRT, K-9, and Motorcycle Patrol. After the Chief has allocated spots among the shifts, seventy-five percent (75%) of the spots so-allocated shall be considered biddable. The seventy-five percent (75%) calculation to determine the total number of biddable spots shall be performed individually for each shift and not on the aggregate number of spots across all three shifts added together. If the seventy-five percent (75%) calculation does not result in a round integer of biddable spots for a shift but instead results in a leftover fraction of a biddable spot for a shift, the total number of biddable spots shall be “rounded down” so that a fraction of a biddable spot shall not count as a biddable spot on the shift. For illustrative purposes only, consider the example set forth below.

| Shift | Number of Spots Allocated by the Chief on December 1 | Total Number of Biddable Spots on Each Shift after 75% Computation |
|--------------|---|---|
| Morning | 18 | 13.5 (rounded down to 13) |
| Afternoon | 22 | 16.5 (rounded down to 16) |
| Night | 20 | 15 |

The non-biddable spots on each shift shall be filled in accordance Section VIII(A)(3).

The Chief retains the authority under Section VIII(A)(1) to modify each shift’s staffing level from time-to-time throughout the year as may be necessary. However, as stated in Section VIII(G) of this Agreement, the Chief does not have the authority to alter the shift assignment of an officer who submits a successful bid for a particular shift, except as permitted by Section VIII(G).

C. A member assigned to the Uniform Division may not request, nor be granted an assignment to the Detective Division or other position in the Department solely on the basis of seniority. The "bidding season" described in paragraph (A) shall apply to assignments only within the Uniform Division.

D. Members may agree to temporarily exchange shifts for full or partial days with the approval of their supervisors. Shift differential pay shall not be altered unless the temporary exchange is in excess of thirty calendar (30) days.

E. A member in the Detective Division or other position within the Department, with the approval of the Chief, the approval of which shall not be unreasonably withheld, may return to the Uniform Division by:

1. Requesting transfer to the Uniform Division; or
2. Requesting transfer to a desired shift during "bidding season" of each year of this Agreement.

F. A member may request a shift transfer outside of the "bidding season" for special circumstances such as medical or family needs. A member must submit supportive documentation of the special circumstances, including the reasons the present assignment cannot reasonably be fulfilled. The Chief shall retain the final authority for such reassignment based upon special circumstances. Such reassignment shall not exceed ninety calendar (90) days.

G. For officers who submit shift bids, shift assignments may be altered during this Agreement only by the procedures indicated in this Section and also by:

1. Agreement of the City and the Union; or
2. In the event of a civil emergency declared by the Mayor; or
3. By order of the Chief on a temporary basis (not to exceed one hundred and twenty (120) calendar days per year), due to a manpower shortage as expressed in writing to the Board and the Union. In the case of a declaration of civil emergency by the Mayor, or a temporary order by the Police Chief, members shall be paid at current Agreement rates of

accumulation and pay for all time worked outside their regular schedule;

or

4. During the Friday, Saturday and Sunday directly associated with the Indiana University Little 500.

SECTION IX. Strike Prohibition

The Union shall not engage in nor sanction any strike during the life of this Agreement or any extension thereof.

SECTION X. Layoffs

In the event that the City may find layoffs necessary the City shall determine the number of members to be laid off.

A member with the lowest seniority date shall be laid off first and recalled last. A member that has been laid off shall be given the opportunity to return to duty before any new personnel will be hired.

Civilian personnel shall not be hired as the result of a layoff to perform the duties of a member.

SECTION XI. Leaves

A. Benefit Leave

A. A member shall receive Benefit Leave by the following formula:

1. A member who has completed one (1) year of employment shall receive twenty-eight (28) days of Benefit Leave per calendar year, with the entire allotment of Benefit Leave days being credited to a member on the first day of each calendar year applicable to this Agreement.
2. One additional day of Benefit Leave per year shall be added at the beginning of the calendar year of the five (5) through twenty-six (26) year anniversary dates of employment.
3. Benefit Leave days under this section shall not exceed fifty (50) days per calendar year.

B. Benefit Leave may be taken subject to approval by the member's supervisor, which shall not be arbitrarily withheld.

C. The minimum amount of Benefit Leave taken at any one time shall be no less than one-half hour, but additional time after the first one-half hour may be used on increments of fifteen (15) minutes.

D. No accumulated Benefit Leave shall be carried over into the next calendar year.

E. In addition, any member who resigns or retires shall be eligible to receive all Benefit Leave time he or she has already accrued and a credit for the as yet earned Benefit Leave prorated over the entire year by payroll periods and based upon the last day the member is actually present and working. For the purposes of Benefit Leave credit, only sixteen (16) Benefit Leave days are subject to pro-ration. The formula for pro-ration is as follows:

1. Sixteen (16) Benefit Leave days divided by the number of payroll periods in a calendar year, times the number of payroll periods worked by the member during said calendar year.
2. The number of payroll periods worked by the member shall include any partial payroll periods worked, even if only (1) day of the payroll period was worked by the member.
3. The number of days a member shall receive credit for earning shall be rounded up to include an extra full day of earned Benefit Leave if the calculation contains a decimal of .5 or above, and rounded down if below .5. (For example, a member "eligible" for twenty-eight (28) Benefit Leave days in 2019 works his or her last day on October 2, 2019. The calculation is sixteen (16) days divided by twenty-six (26) payroll periods = .615, times twenty (20) periods worked = 12.3 days. This member is entitled to receive twelve (12) prorated Benefit Leave days and the twelve (12) Benefit Leave days not subject to pro-ration for 2019).
4. If a member leaves before the end of a calendar year, he or she may be required to compensate the City for a portion of the used Benefit Leave days:
 - a. If a member has exhausted all of his or her Benefit Leave; and
 - b. There remains recognized paid holidays on the City's calendar for non-union employees; then

- c. A member shall compensate the City the number of Benefit Leave days he or she utilized in an amount equal to the number of remaining recognized paid holidays for non-union City employees.

B. Bereavement Leave

Bereavement Leave is available after completion of a member's initial probation period.

A. Upon the death in a member's immediately family (spouse, registered domestic partner, mate, child, brother, sister, parent, parent of spouse, the parent or child of a registered domestic partner, the parent or child of a mate, or step equivalents thereof) the member shall be granted three (3) days of leave with pay for the attendance of funeral matters.

B. Upon the death of a relative other than immediate family (grandparent, grandchild, brother-in-law, sister-in-law, or step equivalents thereof), the member shall be granted one (1) day leave with pay for the attendance of funeral matters.

C. Bereavement Leave shall be granted at the member's request, unless extreme circumstances, including but not limited to civil emergency or manpower shortage, require rescheduling of such leave.

D. Additional leave in the above cases, or leave in connection with the death of other relatives or friends, may be granted with pay at the discretion of the Chief by using Benefit Leave.

E. Special circumstances involving time off work as a result of the death of a friend or family member may be approved without pay at the discretion of the Chief.

F. For purposes of this provision, one day of leave equals the number of hours the member would regularly have been scheduled to work on the day taken off or the average

number of hours worked per day. Also for the purposes of this provision, "other leave" does not include sick leave.

G. This Section in no way prohibits a member from using Benefit Leave in the event he or she experiences the death of a friend or family member, the ability to use Benefit Leave shall not be arbitrarily withheld.

C. Sick Leave

A member shall report sick only when he or she is suffering from an illness or injury which would prevent him or her from properly performing his or her assigned duties.

A. Such report shall be made to the commanding officer or on-duty supervisor at least one (1) hour prior to reporting time for each tour of duty.

B. Sick leave in excess of two (2) work days in a specified work week shall require a doctor's statement. That statement shall be forwarded to the Chief. The statement shall include the expected date of return and specify any limitations of duty.

C. The Chief or Board may order a member to consult a physician, psychiatrist, or clinic regarding a physical or psychological condition 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 member. Reports of diagnostic consultation and/or testing shall be submitted to the Chief or Board.

D. A member shall be entitled to sick leave with full-pay without limitation, subject to processing of medical disability pension status under current Indiana law.

E. Additionally, the City shall pay for the medical expenses of the member in accordance with Indiana law at the time of the illness or injury. Such expenses shall be paid by

the City to the extent that such expenses are not reimbursed by the member's medical insurance or worker's 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 member was on the City's medical insurance plan.

F. A member who is unable to perform his or her full duties due to temporary medical limitations documented by a physician and provided to the Chief as indicated herein, may be assigned to light duty, at the discretion of the Chief, so long as the reassignment is consistent with the recommendation of a physician that such reassignment shall not jeopardize the health, safety, and welfare of the member. Where a member has been ordered to consult a physician hired by the City in accordance with Section C above and the opinion of the City's physician with regard to light duty capabilities is in conflict with the member's physician, the opinion of the City's physician shall control. However, where a member has consulted his/her personal physician and his/her personal physician is a specialist in the field related to the member's injury, the City will either (1) follow the light-duty restrictions recommended by the member's specialist or (2) send the member to a specialist, in the field related to the member's injury, of the City's own choosing at the City's expense for a second evaluation, which shall control.

SECTION XII. Compensation

A. Pay Days

Members shall be paid their wages bi-weekly every other Friday. An annual bi-weekly schedule of pay days shall be posted before the first pay day of the calendar year.

When possible, overtime pay shall be paid with the next pay check following the period such overtime pay was earned.

When possible, errors in a member's pay shall be corrected no later than the next pay period.

B. Basic Salary Ordinance

The City shall contribute four percent (4%) of the salary of a fully paid officer first class to INPRS on behalf of each member throughout the term of this Agreement. These contributions are based on the salary of an officer first class plus twenty (20) years longevity and they are permitted under the authority of Ind. Code § 36-8-8-8.

In 2019, a one-time one-thousand dollar (\$1,000) bonus, which shall not be added to the members' base salaries, shall be paid to all members. This bonus shall be paid on the pay date immediately following December 15.

For 2019 , the base salary rate of all members subject to this Agreement shall increase by two percent (2.0%) and shall be as follows:

| | |
|-----------------------|-------------|
| Officer 1st Class | \$53,974.00 |
| Senior Police Officer | \$56,614.00 |

This 2019 increase shall not be retroactive and, due to the late nature of the parties' concluding negotiations, this 2019 increase shall not be applied to any 2019 pay cycles. However, each member's 2020 salary increase shall be calculated against the base salaries cited immediately above.

Effective January 1, 2020, the base salary rate of all members subject to this Agreement shall increase by two and sixty-five hundredths percent (2.65%) and shall be as follows:

Officer 1st Class \$55,405

Senior Police Officer \$58,114

Effective January 1, 2021, the base salary rate of all members subject to this Agreement shall increase by two and eight-tenths percent (2.80%) and shall be as follows:

Officer 1st Class \$56,956

Senior Police Officer \$59,742

Effective January 1, 2022, the base salary rate of all members subject to this Agreement shall increase by two and nine-tenths percent (2.90%) and shall be as follows:

Officer 1st Class \$58,608

Senior Police Officer \$61,474

C. Overtime Pay

A. Members shall receive thirty-six dollars (\$36.00) per hour of contractual overtime when an officer is called in from off-duty at an established two (2) hours pay with no maximum limit. The minimum of two (2) hours contractual overtime pay shall not include holdover from a regularly scheduled duty shift. In the event that an officer is in a holdover after regularly scheduled duty hours, the contractual overtime pay shall be paid as described in the below subsection (D).

B. When a member testifies pursuant to a subpoena issued on a duty-related matter, the member shall be compensated for a minimum of two (2) hours at the contractual overtime rate of thirty-six dollars (\$36.00). In the event the member's subpoena-mandated appearance is cancelled, the member shall be compensated with two hours of pay at the contractual overtime rate of thirty-six dollars (\$36.00), unless the member received at least two (2) hours of advance notice of the cancellation.

C. The contractual overtime rate of thirty-six dollars (\$36.00) provided in this Section shall be paid in situations where the member does not reach the FLSA threshold during a work period. When a member reaches the FLSA threshold of one hundred and seventy-one (171) hours in a work period, the member shall be paid at one and a half times the regular rate of his or her pay.

D. One-quarter (1/4) hour payments shall be paid in the following increments: two to fifteen (1-15) minutes equal one quarter (1/4) hour; sixteen to thirty (16-30) minutes equals one half (1/2) hour; thirty-one to forty-five (31-45) minutes equals three-quarter (3/4) hour; and forty-six to sixty (46-60) minutes equals one (1) hour.

D. Shift Differential

A member regularly assigned to the afternoon shift and night shift shall receive a shift differential pay throughout the term of this Agreement as follows:

| | |
|--|------------------|
| Afternoon Shift | \$16.00 per week |
| Afternoon Shift for certain Senior Police Officers | \$50.00 per week |
| Night Shift | \$20.00 per week |

In order to be eligible for the fifty dollar (\$50) per week afternoon shift premium, a Senior Police Officer must successfully bid for afternoon shift as his/her first or second choice during the “bidding season” described in Section VIII(A) of this Agreement. A Senior Police Officer who ends up on afternoon shift but did not select afternoon shift as his first or second choice during bidding season shall instead receive the sixteen dollar (\$16) per week shift premium. These premiums shall be disbursed throughout the year by inclusion in the member's regular paycheck.

E. Training Pay

A member shall receive training pay at the rate \$100.00 for every twenty (20) hours of training completed during the previous calendar year.

A. Credit for training is not cumulative.

B. In order to qualify for credit, any training shall be approved by the Chief in advance of the training.

F. Specialty Pay

A member shall receive annual specialty pay at the rate of \$500.00 for each Category 1 specialty he or she holds. A member shall receive annual specialty pay at the rate of \$1,000 for each Category 2 specialty he or she holds. A member shall receive annual specialty pay at the rate of \$1,600.00 for each Category 3 specialty he or she holds.

A. Category 1 specialties shall include the following:

1. School Liaison Officer;
2. Training Instructor;
3. Breath Analyzer;
4. K9 Officer;
5. Bike Patrol;
6. Motorcycle Patrol;
7. Civil Disturbance Unit;
8. Accident Reconstructionist;
9. Honor Guard;
10. Drug Recognition Expert (DRE); and/or

- 11. Downtown Resource Officer.
- B. Category 2 specialties shall include the following:
 - 1. CIRT Officer;
 - 2. Hostage Negotiator; and/or
 - 3. Dive Team.
- C. Category 3 specialties shall include the following:
 - 1. Detective; and/or
 - 2. Field Training Officer.
- D. A member may hold and be compensated for multiple specialties.
- E. A member shall maintain and/or hold any required certifications or continuing education to receive compensation for a specialty.
- F. A member shall not perform the duties of a specialty on a temporary or part-time basis without compensation per the guidelines of this Section.

G. *Education Pay*

A member shall receive education pay for any formal education the member has received in the following manner:

- A. 2 year degree = \$600.00 per year.
- B. 4 year degree = \$1,200.00 per year.
- C. Masters, Law or Doctorate degree = \$1,600.00 per year.

H. Longevity Pay

Upon the date this Agreement is signed, a member shall receive longevity pay at the rate of \$125.00 per year of service.

I. Step Conversion Pay

Certain members hired prior to 1994 qualified for special compensation known as step conversion pay. A member that qualifies to receive such pay shall receive step conversion pay at the rate of \$100.00 per year. The qualifying number of years a member has earned shall remain constant until the member resigns, retires or otherwise permanently separates from the services of the Department.

J. Certified INPRS Salary

INPRS pay is based on the salary of an Officer First Class plus two thousand five hundred dollars (\$2,500.00). For the term of this Agreement, the certified INPRS salary shall be as follows:

- A. Effective January 1, 2019 = \$54,916
- B. Effective January 1, 2020 = \$57,905
- C. Effective January 1, 2021 = \$59,456
- D. Effective January 1, 2022 = \$61,108

K. Maximum for Training, Specialty & Education Pay

No member shall be entitled to receive more than \$4,800.00 per year for any combination of Training Pay (the above subsection E), Specialty Pay (the above subsection F), and/or Education Pay (the above subsection G).

L. Clothing and Uniform Allowance

A basic City uniform, clothing, and accessory issue shall be established by general order. This initial issue shall be at the City's expense.

A. All maintenance, repair, replacement, cleaning and upkeep of a member's uniform is to be borne by the individual member.

B. The following items (which remain the property of the Department) shall be maintained, repaired, replaced and cleaned by the City, unless the below items are damaged, misplaced, or stolen due to a member's negligence or misuse:

1. Helmet
2. Gas mask (if issued)
3. Firearm, magazines and duty ammunition
4. Handcuffs; 1 pair with 2 keys
5. Portable radio and batteries
6. Hat badge, uniform badge, and all uniform patches
7. Identification card
8. Defensive weapons
9. Bullet proof vest
10. Rifle plates and carrier

C. Changes in style or additional clothing or equipment mandated by the Department shall be furnished at City expense.

D. An allowance to defray the costs of the replacement, purchase, maintenance, etc. of a member's uniform and equipment in the amount of one thousand six hundred dollars (\$1,600.00) shall be provided by the City to each member. This allowance shall be paid in four (4) equal installments of four hundred dollars (\$400) on the pay date immediately preceding March 15, June 15, September 15 and December 15. If a member ceases to be employed by the Department on any of the dates specified in this subsection, he or she shall not be entitled to the quarterly payment associated with said date(s).

M. Benefit Leave Buy-Back Time

A. Throughout the term of this Agreement, a member may opt to sell Benefit Leave back to the City at a buy-back rate of two hundred dollars (\$200.00) per day.

B. A maximum of ten (10) Benefit Leave days per calendar year may be sold back by each member.

C. A member shall request his or her buy-back of Benefit Leave days no later than November 1st of each calendar year of this Agreement.

D. A member may request that a benefit bank be established for a qualifying event under the FMLA. Eligibility shall be determined by the Human Resources Department and the member shall be required to utilize one-half (1/2) of his or her Benefit Leave before utilizing donated leave. Each member may donate a maximum of six (6) Benefit Leave days per calendar year to a benefit bank in lieu of selling days back to the City.

N. Compensatory Time

A. A member shall have the option, upon approval by the Chief, of accepting and accumulating compensatory time up to the maximum accumulation in lieu of actual payments for all overtime pay.

1. In order to be able to receive compensatory time, a member shall notify his or her immediate sergeant or lieutenant that he or she wishes to receive compensatory time credit in lieu of the pay he or she is entitled to receive, such notification shall be made during or at the conclusion of the same shift in which the time occurred. Approval of this request shall be provided as soon as the sergeant or lieutenant has conferred with the Chief.
2. Compensatory time is not available for details which are worked when the City is being reimbursed for the work by a third party, such as Indiana University or the Monroe County School Corporation or by grant.
3. A member who participates in or attends training classes, seminars, retreats or programs shall have his or her work schedule adjusted so as to ensure that his or her training occurs on a day he or she is scheduled to work. For example, a member is scheduled to work on Monday, with Tuesday off. Training is scheduled to occur on Tuesday. The member's schedule shall be adjusted so that Monday is his or her new day off and Tuesday is his or her new selected duty date.

B. No member shall be allowed to accumulate more than forty (40) hours of compensatory time. Exceptions to the forty (40) hour accumulation may only be permitted upon approval of the following: the Chief, the Director of Human Resources and the Mayor.

C. The City retains the sole discretion to grant or deny requests to take compensatory time off when the request is made. Members are encouraged to seek permission to use compensatory time off at least forty-eight (48) hours in advance of when they hope to utilize their compensatory time.

D. Compensatory time, like Benefit Leave, shall only be used as paid time off from work; and, except as set forth in this Section, at no time may it be converted to a cash payment. Unlike Benefit Leave, however, compensatory time may be carried forward into each new fiscal year.

1. A member who resigns, retires or otherwise permanently separates from the services of the City shall receive payment for all of his or her accumulated compensatory time hours upon his or her separation from employment with the City in accordance with the standards established by the FLSA. Specifically, a member shall be paid at a rate of compensation not less than:
 - a. The average regular rate received by the member during the last three (3) years of the member's employment; or
 - b. The final regular rate received by the member, whichever is higher.
2. The City, in its sole discretion, at the end of a calendar year, may liquidate all or any portion of a member's compensatory time bank by paying the member such hours at his or her current rate of pay.

3. In the event of a member's death, this payment shall go to the member's beneficiaries.

SECTION XIII. Insurance Coverage

A. Life Insurance

Effective upon the date this Agreement is ratified by the Common Council in 2019, the City shall pay the total premium for life insurance on each member in the amount equal to fifty thousand dollars (\$50,000.00) or one hundred thousand dollars (\$100,000.00) in the event of accidental death. In addition, a member may purchase additional life insurance, utilizing the group rate, at his or her own expense.

B. Health Insurance

Throughout the term of this Agreement the City shall offer a group medical insurance plan. Each member shall have the option to enroll in any plan offered by the City during open enrollment season. The final decision as to scope of coverage and choice of carrier shall rest with the City.

Each member who elects to participate in the City's group medical insurance plan shall receive a monthly contribution from the City in accordance with the group medical insurance plan provision for City employees. The amount contributed by the City shall not be reduced during the term of this Agreement below the level established for the year immediately preceding the effective date of this Agreement. Such contribution shall be credited to a member's insurance premium monthly, with the balance being deducted from a member's bi-weekly pay checks. At no time during the term of this Agreement shall a member be charged a higher employee contribution than the contribution paid by other City employees.

A member who retires during the term of this Agreement shall be allowed to participate in the City's group insurance plan in accordance with relevant State and Federal laws. The member shall bear the entire cost of such participation, and the premium may be in excess of basic premium for employed members.

Should a member die in the performance of his or her duties as a law enforcement officer, any survivors who have been enrolled in the City's group health insurance plan at the time of death may elect COBRA coverage for a period of up to eighteen (18) months. If such coverage is chosen, the City shall pay the premium(s) for up to six (6) months after the member's death.

SECTION XIV. Personnel Matters

A. Personnel Service Records

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

B. Rights of Members

The City and the Union hereby acknowledge that all steps must be taken to maintain the integrity of the Department. Accordingly, all members shall have the duty to cooperate fully with respect to the investigation of internal charges and to report immediately any illegal activities or violations of the Department's Rules & Regulations or General Orders.

When, for any reason, a member is under investigation or subjected to questioning which could lead to disciplinary action, demotion, or dismissal, and to insure that such investigation or questions are conducted in a manner conducive to public confidence, good order and discipline,

meanwhile observing and protecting the individual rights of each member, the following rules of procedure are hereby established.

A. The member shall receive a statement explaining the reason for why the interrogation is being conducted at least twenty-four (24) hours in advance of any interrogation.

1. The statement shall set forth a concise statement of facts as alleged.
2. The statement shall include the date, time and location of the alleged occurrence.
3. If the statement is based off of a complaint filed by a citizen, and if the citizen is able, the statement shall contain a physical description of the accused.
4. The statement shall include all possible disciplinary action that may result if the allegations noted in the statement are sustained. To that end, the statement shall include the interrogators understanding of the maximum discipline being considered by the Department: length of any possible suspension; possibility for demotion; and/or possibility of termination.

B. If prior to, or at any time during, the interrogation it is determined that the member shall be or possibly could be charged with a criminal offense he or she shall immediately be advised of that possibility and shall be further advised of his or her rights under the Miranda ruling and also be provided a Garrity warning.

C. The interrogation shall occur in the Department's building and, when possible, occur during the member's regularly scheduled shift.

D. The member shall be entitled to the presence of no more than one (1) Union representative and no more than one (1) attorney during the interrogation. A member shall have

the option to waive Union representation and select an alternative representative; alternative representatives shall be limited to law enforcement officers employed by the City. In the event of unavailability of either the requested Union representative, attorney or alternative representative a delay of no more than twenty-four (24) hours shall be allowed. If the member requests the presence of an attorney, the person conducting the interrogations shall be permitted to have a City attorney present as well.

E. The interrogation shall be limited to two (2) hours duration and there shall be at least six (6) hours between the sessions of interrogation. Two (2) sessions in twenty-four (24) hours shall not be exceeded unless mutually agreed upon by the City and the member.

F. The member shall not be subjected to offensive language or abuse during the interrogation and shall be allowed to attend to his or her physical necessities.

G. All interrogations shall be recorded by the City and a transcript shall be furnished to the member prior to any subsequent additional interrogations. If the member so desires, he or she shall have the right to bring his or her own recording device and record any and all aspects of the interrogation.

H. At no time shall the number of interrogators exceed three (3), the identity of which shall be made known to the member a minimum of four (4) hours prior to the interrogation. Likewise, the identity of the member's representatives shall be made known to the interrogators a minimum of four (4) hours prior to the interrogation.

I. A representative or attorney who impedes or disrupts the interrogation shall receive two (2) warnings. Any further disruptions shall forfeit the position of representation for the interrogation. The member shall be entitled to choose another Union representative, attorney or alternate representative prior to his or her next interrogation session. Representatives are

meant to serve only as observers or advisors to the member; they are not to question those persons conducting the interrogation.

J. It shall not be mandatory for any member of the immediate family of the member to give a statement to the City. Prior to requesting any member of the immediate family of the member to give a statement, the member shall be given twenty-four (24) hours notice.

K. The member shall not be ordered to submit to a lie detector test, psychological stress evaluation or any other mechanical or physical device or test for the purpose of determining veracity or innocent unless:

1. All other avenues of investigation have been utilized; and
2. The examiner is not the City's investigator in the allegations under investigation.

L. Blood, breath and urine tests for controlled substances are mandatory for a member who is suspected of being under the influence of alcohol or any drug while on duty or acting in his or her official capacity as a police officer for the City.

M. It shall not be mandatory for a member to appear in a police line-up on any administrative investigation.

N. If a member is compelled by threat of possible job forfeiture, or discipline, to make any oral or written statement either by direct, face-to-face order, or written orders then neither the statement nor the fruits of the statement may be used against the member in a subsequent criminal prosecution of the member.

O. The interrogators shall forward a report to the Chief which shall contain their findings of the investigation and interrogation. The Chief shall furnish the member with a

written status report, or a disposition, within ten (10) business days of the first interrogation and every additional twenty (20) business days thereafter until the investigation is completed.

P. Upon completion of the investigation the Chief shall determine the matters as one of the following dispositions:

1. Proper Conduct;
2. Unfounded;
3. Policy Failure;
4. Insufficient Evidence; and/or
5. Improper Conduct.

The disposition shall be provided in writing to the member and any representative.

Q. A member who is disciplined as a result of this investigation under the authority of the Chief, as opposed to discipline under the authority of the Board, shall have the right to appeal the action to the Board, in writing, in accordance with state law and the Board's Rules & Procedures.

1. Such appeal shall be made within two (2) business days after the member receives the discipline.
2. Such appeal shall be submitted to the Board via the Corporation Counsel and the Chief.
3. The appeal shall be submitted in writing, which can occur via email communication.

R. There shall be no restriction of secondary employment during a member's disciplinary suspension unless the member's secondary employment requires the use of his or her police powers.

S. During his or her off-duty hours and while not in uniform or wearing any clothing that identifies him or her as a member of the Department, the member shall be permitted to engage in such political activities as not prohibited by law.

T. A member shall have the opportunity, at a reasonable time, during office hours to review his or her active personnel file and any closed investigative files in which he or she was the accused. In the event there is any comment adverse to his or her interest in any file, the member shall have the right to file a written response thereto, which written response shall be attached to said adverse comment.

U. The terms and conditions of this Section shall not apply to any investigation or questioning of a member in the course of counseling, instruction or informal verbal admonishment by, or other routine contact with any supervisor of the Department of the City.

V. The terms and conditions of this Section shall not be interpreted to require the City to conduct any interrogation of a member prior to issuing or recommending any disciplinary measure against the member that will result in a loss of forty hours or more of pay, Benefit Leave, or any combination thereof.

W. In the event there is body camera footage related to an investigation conducted under this Section, the member under investigation shall have the right to view said footage prior to making any official statements, but shall not have the right to make, receive or retain a copy of the footage.

SECTION XV. Grievance Procedure

The purpose of this grievance procedure is to establish effective process for the fair, expeditious and orderly adjustment of grievances. The informal resolution of grievances is

urged, and it is encouraged that grievances be resolved at the lowest possible level of supervision.

Grievances shall be processed according to the following procedures:

A. Step 1. A member who feels he or she has been aggrieved or believes that any provision of this Agreement has not been applied or interpreted properly must discuss his or her grievance with his or her Captain, or his or her designee, with or without the presence of a Union representative, within six (6) business days after the occurrence of the event upon which the grievance is based. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point.

B. Step 2. The Captain, or his or her designee, shall render a written answer within six (6) business days after said discussion with a copy of said answer going to the aggrieved member, the Union representative, and the Chief.

C. Step 3. If the grievance is not satisfactorily settled by the above procedure, the member, or his or her designee, shall submit a written formal complaint containing all facts and circumstances surrounding the grievance and present it to the Chief within six (6) business days after receipt of the Step 2 answer.

1. The Chief and the aggrieved member, with the member's representative, shall meet within six (6) business days of the Chief's receipt of the formal written complaint in order to discuss the complaint.
2. Within six (6) business days of the aforementioned meeting, the Chief shall provide the aggrieved member with his or her written answer to the grievance.

D. Step 4. If the grievance is not satisfactorily settled at Step 3, the member, or his or her designee, may appeal to the Mayor within six (6) business days of the Step 3 decision.

1. The Mayor, or the Mayor's designee if the Mayor is unavailable, and the aggrieved member, with his or her designee, shall meet within six (6) business days of the Mayor's, or the Mayor's designee if the Mayor is unavailable, receipt of the member's appeal to discuss the complaint.
2. Within six (6) business days of the aforementioned meeting, the Mayor, or the Mayor's designee if the Mayor is unavailable, shall provide the Chief, the aggrieved member, and the aggrieved member's representative with his or her written answer to the grievance.
3. The decision by the Mayor, or the Mayor's designee if the Mayor is unavailable, shall be final.

E. A member may choose to decline the representation of the Union for the grievance procedure. A member may also discontinue Union representation at any time with written notification to the President of the Union and to the City's appropriate representative of the next grievance Step.

F. Time limits at any step of the grievance procedure may be extended only by mutual agreement, in writing, between the City and the Union or the member acting without Union representation. Forfeiture of Union representation at any time during the grievance procedure does not warrant additional time.

1. In the event an aggrieved member or the Union does not appeal a grievance from one step to another within the time limits specified, the

grievance shall be considered as being settled on the basis of the City's last answer.

2. In the event the City fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall be considered to be denied and may be advanced to the next step by the Union by written appeal within the proper time limit after the answer was to be due.

G. The City shall not refuse to meet, negotiate or confer on grievances with representatives of the Union as set forth in this Agreement.

H. All parties are entitled to representation by counsel at any point from Step 3 forward.

SECTION XVI. Private Vehicle Parking

While on duty, members shall be provided with parking in a designated area within three (3) blocks of the Department. If a permit is required, the cost shall not exceed Ten Dollars (\$10.00) per year.

SECTION XVII. Union Matters

A. Bulletin Boards

The Union shall have access to all bulletin boards, voice mail and electronic mail channels of communication within the Department for information from either the Union or the Committee.

B. Negotiation Time Off

During the term of this Agreement, subject to the approval of the Chief, time away from duty when scheduled for duty shall be extended to Union members for participation in meetings or negotiation sessions with the City, attendance at collective bargaining or negotiation workshops, or other legitimate Union business.

A. Requests for time away from duty shall be submitted to the Chief, and approval shall not be unreasonably withheld.

B. The Union membership, as a whole, shall have up to one hundred and fifty (150) hours to conduct or participate in activities herein for each singular year covered by this Agreement.

C. No hours from this bank shall be carried forward past the expiration of any singular year covered by this Agreement.

D. Time spent by the Union's bargaining team in contract negotiations with the City's bargaining team shall not count toward the one hundred fifty (150) hour maximum established in this section. However, time spent preparing for bargaining or attending training sessions shall be counted toward the one hundred fifty (150) hour limit.

E. No more than two (2) Union members shall be extended time away from duty simultaneously.

F. Union members shall not be compensated by the City for time spent on Union business during a member's off-duty time, except that Union members may be compensated, subject to the approval of the Chief, for off-duty attendance at training or seminars regarding collective bargaining and/or negotiation strategy.

1. Such time shall be counted toward the one hundred fifty (150) hour maximum established in this Section.
2. Such compensation shall be compensatory time at straight time, unless the Chief approves a Union member's request for overtime pay in lieu of compensatory time off.

SECTION XVIII. Interdepartmental Transfer

The City values the public service provided by members. Transfer from the Department to a civilian position or the Fire Department shall be as follows:

- A. Any accumulated Benefit Leave shall be taken before transfer from the Department or paid to the member.
- B. The member shall receive and accumulate Benefit Leave days based on one-half (1/2) of the member's respective years of service, as applied to either the Fire Department's or Civil City's vacation schedule. As an example, if the member has twenty (20) years of service with the Police Department, he or she shall receive the same number of vacation days as an employee with ten (10) years of service with the Fire Department or Civil City.
- C. If the transfer is to the Fire Department, no vacation time shall be taken in the first year of service. If the transfer is to a civilian position, no vacation time shall be taken during the first six (6) months of employment in the new position.
- D. The member shall enjoy the same rights as any new employee on probationary status upon transferring to a new position.

E. The member shall receive no other benefit from transfer (including, but not limited to, longevity or training steps) and must start at the step required for all new employees, including completion of the probationary period.

SECTION XIX Negotiation Schedule

In accordance with BMC § 2.32, the parties shall meet at mutually agreeable times in 2022 in order to negotiate a collective bargaining agreement to take effect January 1, 2023. In the event that a new agreement is not reached before December 31, 2022, then the terms and provisions of this Agreement shall nonetheless remain in full force and effect until an agreement on a new collective bargaining agreement is reached; provided, however, the terms and conditions of the Agreement shall not be extended for more than one year from the expiration of this Agreement.

This Collective Bargaining Agreement constitutes a complete agreement as to all bargainable issues, effective upon the date this Agreement is ratified by the Common Council through December 31, 2022, unless otherwise specified in this Agreement.

John Hamilton, Mayor
City of Bloomington

Paul Post, President
Don Owens Memorial Lodge 88
Fraternal Order of Police, Inc.

Dave Rollo, President
Bloomington Common Council

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE DON OWENS MEMORIAL LODGE 88,
FRATERNAL ORDER OF POLICE, INC.

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Introduction

This Agreement is entered into by and between the City of Bloomington, Indiana (hereafter "City") and the Indiana Fraternal Order of Police Labor Council, Inc. by and for the members of the Don Owens Memorial Lodge 88, Fraternal Order of Police, Inc. (hereafter "Union") under the authority of Bloomington Municipal Code § 2.32, entitled Police Collective Bargaining.

The City and the Union recognize and declare that they have bargained collectively with respect to terms and conditions of employment for police officers, and it is their desire and in the best interests of the citizens of the City of Bloomington to promote harmonious relations between the City and the Union and improve police protection for the citizens of the City. Understandings reached have been incorporated into this written Agreement which shall provide an orderly, equitable and binding resolution.

If this Agreement is silent on a policy, procedure or matter the City's Personnel Manual shall apply.

IT IS THEREFORE AGREED AS FOLLOWS:

SECTION 1. Definitions

The following words and terms shall have the following meanings:

"Agreement" means this Collective Bargaining Agreement entered into between the City and the Union.

"Benefit Leave" means paid time off for a member in accordance with this Agreement. Sixteen of the provided Benefit Leave days are provided in recognition of the fact that non-union employees of the City receive certain governmental holidays off each year with pay.

"Bereavement Leave" means an additional form of paid leave which is available to any member who has completed his or her initial probationary period of employment, which shall be used for the attendance of funeral matters if certain individuals of a member's family passed away.

"BMC" means the Bloomington Municipal Code.

"Board" means the City of Bloomington Board of Public Safety established in accordance and under Ind. Code § 36-8-3-1 *et seq.*

"Business day" means a measure of time which occurs between Monday through Friday, from 8 a.m. to 5 p.m. local time, and excludes weekends and holidays recognized by the City.

"Chief" means the Police Chief for the City and/or his or her designee(s).

"Committee" means the Labor Management Committee created by this Agreement.

"Contractual overtime" means the thirty-~~six~~five dollar per hour rate described in Section XII of this Agreement.

"Department" means the City Police Department.

"FLSA" means the Fair Labor Standards Act.

"FMLA" means the Family and Medical Leave Act.

"FOP 88 Board" means the executive officers elected in accordance with the governing by-laws of the Don Owens Memorial Lodge 88, Fraternal Order of Police, Inc.

"FOP Labor Council, Inc." means the Indiana Fraternal Order of Police Labor Council, Inc., selected by the members of the bargaining unit to represent them.

"Grievance" means any difference that may arise between the parties or between the City and a member covered by this Agreement as to any matter involving the interpretation, meaning, application, or violation of the provisions of this Agreement.

"INPRS" means the Indiana Public Retirement System.

"Light duty" means a short-term, temporary assignment of duties, approved by a healthcare provider and the Chief, to which a member is assigned during recovery from illness or injury and based on the medical, physical and/or psychological restrictions of the member.

"Mate" means an individual who is in a committed relationship of indefinite duration with a City employee, with an exclusive, mutual commitment similar to that of marriage. The partners share the necessities of life and agree to be financially responsible for each other's well-being, including basic living expenses. The individuals reside within the same residence, are not married to anyone else, do not have another mate or domestic partner, and are not related by blood.

"Mayor" means the duly elected Mayor of the City of Bloomington, Indiana, and as described in Ind. Code § 36-4-5-2.

"Member" means any individual who is subject to the Agreement between the City and the Union in accordance with BMC § 2.32.020.

"Overtime pay" means a rate of pay equal to time and one-half an individual member's regular rate of pay.

~~"PERF" means the Public Employees Retirement Fund. INPRS" means the Indiana Public Retirement System.~~

"Registered domestic partner" means an individual who is in a committed relationship of indefinite duration with a City employee, with an exclusive, mutual commitment similar to that of marriage and who have registered as partners with the City's Human Resources Department in accordance with the City's Domestic Partnership Policy. The partners share the necessities of

life and agree to be financially responsible for each other's well-being, including basic living expenses. Domestic partners are not married to anyone according to the laws of the State of Indiana. Under the City's Domestic Partnership Policy, the domestic partners must declare under oath that they are not related by blood closer than permitted under marriage laws of the State of Indiana; that they are not married according to the laws of the State of Indiana; that they are at least eight (18) years of age and have the capacity to enter into a contract; that they have no other domestic partner; that they share a household; and that they are jointly responsible to each other for the necessities of life. The City may require documentation substantiating these declarations in accordance with the City's Domestic Partnership Policy.

"Regular hourly rate" has the same meaning as what the FLSA considers to be included in an employee's regular rate of pay.

"Seniority date" means the date of original hire with the Department. For those members who are hired on the same date, their ranking on the Board's hiring list shall be the deciding factor of order of seniority. This seniority list shall be documented by a member's Personal Identification Number (PIN) issued by the City upon being hired, with a lower number signifying a higher seniority. (Example: 1200 has more seniority than 1201).

"Shift Rep" means a member of the Bargaining Unit elected by January 15 each year by each Uniform shift and Detectives as the representative of his/her respective shift or unit.

SECTION II. Terms and Conditions of Agreement

This Agreement between the parties constitutes a settlement of all bargainable issues, as defined in BMC § 2.32, ~~beginning on the date this Agreement is signed in 2015, and continuing through for~~ calendar years ~~2019, 20169,~~ 2017~~20,~~ 2021, and 2018~~22,~~ unless otherwise specified herein. The terms and conditions of this Agreement shall not be retroactive in any manner (the benefits and compensation provided by this Agreement ~~shall begin being given to members on the date the Agreement is signed and~~ shall not be retroactively applied to the start of calendar year 201~~95~~). 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:

A. Receipt in each and every year of the Agreement by the City of no less than one million, two-hundred thousand dollars (\$1,200,000.00) from the Utility Department of the City in satisfaction of what is commonly known as the "Interdepartmental Agreement."

B. The City being legally authorized in each and every year of the Agreement to increase its *ad valorem* property tax by a minimum of 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 201~~95~~) 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.

C. Receipt in each and every year of the Agreement by the City of no less than 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."

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

E. 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 Section XII 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 BMC § 2.32, and following. In the event that BMC § 2.32.040, "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.

SECTION III. Management Rights

This Agreement shall not be deemed in any way to limit or diminish the authority and responsibility of the City to manage and direct the operation and activities of the City and the Department, including the police operation and activities, to the full extent authorized or permitted by law.

Nothing in this Section shall be construed to negate the clear and unambiguous meaning of this Agreement.

SECTION IV. Labor-Management Committee

The City and Union agree to form a joint Committee which shall consist of two representatives appointed by the Mayor and two representatives appointed by the Union. The Committee shall meet quarterly or as needed and may discuss, *inter alia*, issues not subject to bargaining pursuant to BMC § 2.32. The results of the Committee deliberations shall be in the form of a recommendation forwarded to the Chief. The Chief shall have thirty (30) days to forward the recommendation to the Board along with his or her comments. The Board may then consider the recommendation at a subsequent regularly scheduled meeting.

In the event the Chief is a member of the Committee, the recommendation shall be forwarded directly to the Board along with any comments, pro or con, from Committee members.

SECTION V. Duties of Members

A member's duties shall be outlined in job descriptions maintained in the office of the Chief and the City's Human Resources Department. These files shall be accessible to the members during normal working hours of the Chief's Office and the City's Human Resources Department.

SECTION VI. Hours of Employment

Pursuant to 29 U.S.C. § 207(k) of the FLSA, the City has established a twenty-eight (28) day work period for members.

A member assigned to the Detective Division, but not assigned to the Special Investigations Unit, shall work five (5) eight (8) hour days, Monday through Friday, with two (2)

days off, Saturday and Sunday, without regard to recognized holidays, and shall not be assigned to be "on-call" more than one (1) Saturday and Sunday per month.

A member assigned to the Special Investigations Unit shall work forty (40) hours per calendar week, with his or her typical work schedule to be Monday through Friday with five (5), eight (8) hour days, without regard to recognized holidays. A member assigned to the Special Investigations Unit shall have a fluctuating work schedule, provided the fluctuating work schedule is necessitated by the nature of the work required by the Special Investigations Unit. The Lieutenant of the Detective Division shall have the authority to determine if a member's desire to fluctuate his or her work schedule is a necessity of the nature of his or her work with the Special Investigations Unit.

A member assigned to the Detective Division or the Special Investigations Unit at the effective date of this contract may continue said assignment, subject to their right to elect to return to the Uniform Division pursuant to Section VIII of this Agreement.

Detective members may be assigned to a one (1) week "on-call" status. Detectives assigned "on-call" may choose to be compensated with four (4) hours of overtime pay, in addition to a minimum four (4) hours of overtime call-out pay and overtime pay for any amount over four (4) hours. "On-call" shall mean from 9:00 a.m. on Friday to the following Friday at 9:00 a.m. ~~the time the last regularly assigned detective goes off duty on Friday to the following Friday at 8:00 a.m.~~ In the alternative, detectives may choose to receive a compensatory day off in lieu of "on-call" overtime pay. No detective shall be assigned on-call duty in excess of eight (8) weeks per calendar year.

A member assigned to the Uniform Division shall work six (6) consecutive eight and a half (8.5) hour days with three (3) consecutive days off, without regard to recognized holidays.

These shifts shall be (morning shift) 5:30 a.m. to 2:00 p.m.; (afternoon shift) 1:30 p.m. to 10:00 p.m.; and (night shift) 9:30 p.m. to 6:00 a.m. Any change in shift hours shall be announced by the Chief no less than one (1) month prior to the beginning of the "bidding season" as referenced in Section VIII. Exceptions to shift hours as set in this Agreement shall be high intensity patrol, bike patrol, downtown resource officers, K9 officers, and motorcycle patrol. Every effort shall be made to ensure that shifts manned exclusively by volunteers other than those that currently exist (i.e. high intensity patrol, bike patrol, downtown resource officers, K9 officers, and motorcycle patrol) shall be staffed in such a manner that shift bids by seniority shall not be compromised. In the event any additional shifts are deemed necessary by the Chief, said shifts shall not be added without consultation with and approval by the Committee. In the event that no consensus can be reached by the Committee on the addition of said shift(s), the issue shall be forwarded to the Board for final resolution.

SECTION VII. Meals and Rest Breaks

A member is entitled to meal and rest breaks for a period not to exceed one (1) hour for each eight (8) hours worked. Work periods for less than four (4) hours do not entitle a member to a break. Extended work periods of twelve (12) or more hours entitle a member to an additional half (1/2) hour break for each four (4) hours period in excess of eight (8) hours.

Breaks shall be taken at times acceptable to shift supervisors and are subject to cancellation or interruption because of emergencies or staff shortages. The member shall be entitled to resume the break at the next opportunity to do so and at the shift supervisor's discretion.

SECTION VIII Shift Transfers

All shift transfers shall conform to the following procedures:

A. Between December 1 and December 15 for each year affected by this Agreement, a "bidding season" shall be open for each member hired prior to January 1, 2020, to submit their first, second and third ~~choice~~bids for a shift assignment in the Uniform Division. Members hired after January 1, 2020 shall submit a first, second, and third preference for a shift assignment in the Uniform Division. A member may submit bids or preferences for shift assignments only and not any particular shift rotation.

1. The Chief retains the authority and responsibility for the determination of the required staffing level assigned to each shift.
2. Shift assignments become effective on the first (1st) day of January of each year of this Agreement following the "bidding season".
3. Shift assignments for those officers who submit a shift bid shall be based solely upon seniority, with the most senior members being assigned to their preferred shifts first. Shift assignments for those officers who submit a shift preference shall be allocated by the Chief, or his/her designee, to any remaining open spots. Every effort shall be made to place those officers who submit a shift preference on their preferred shifts based upon seniority except in circumstances where the needs of the Department in terms of experience, skill sets, or specialty functions require that officers be assigned outside of their preferred shift.
- ~~4. Probationary members shall be assigned to whatever shift the Chief decides. If the probationary member's probation terminates prior to the~~

_____ end of a calendar year, and the probationary member is not assigned to one
_____ of the specialty assignments listed herein below, the next senior member
_____ (based off of the last available bid request) shall have the right to bump the
_____ probationary member from his or her shift:

- _____ a. _____ Downtown resource officer;
- _____ b. _____ K9 officer; and/or
- _____ c. _____ Motorcycle patrol.

B. _____ In accordance with Section VIII(A)(1), the Chief shall establish each shift's staffing level, taking into account the needs of the Department regarding certain specialty assignments, including but not limited to CIRT, K-9, and Motorcycle Patrol. After the Chief has allocated spots among the shifts, seventy-five percent (75%) of the spots so-allocated shall be considered biddable. The seventy-five percent (75%) calculation to determine the total number of biddable spots shall be performed individually for each shift and not on the aggregate number of spots across all three shifts added together. If the seventy-five percent (75%) calculation does not result in a round integer of biddable spots for a shift but instead results in a leftover fraction of a biddable spot for a shift, the total number of biddable spots shall be "rounded down" so that a fraction of a biddable spot shall not count as a biddable spot on the shift. For illustrative purposes only, consider the example set forth below.

| <u>Shift</u> | <u>Number of Spots Allocated by the Chief on December 1</u> | <u>Total Number of Biddable Spots on Each Shift after 75% Computation</u> |
|------------------|---|---|
| <u>Morning</u> | <u>18</u> | <u>13.5 (rounded down to 13)</u> |
| <u>Afternoon</u> | <u>22</u> | <u>16.5 (rounded down to 16)</u> |
| <u>Night</u> | <u>20</u> | <u>15</u> |

The non-biddable spots on each shift shall be filled in accordance Section VIII(A)(3).

The Chief retains the authority under Section VIII(A)(1) to modify each shift's staffing level from time-to-time throughout the year as may be necessary. However, as stated in Section VIII(G) of this Agreement, the Chief does not have the authority to alter the shift assignment of an officer who submits a successful bid for a particular shift, except as permitted by Section VIII(G).

CB. A member assigned to the Uniform Division may not request, nor be granted an assignment to the Detective Division or other position in the Department solely on the basis of seniority. The "bidding season" described in paragraph (A) shall apply to assignments only within the Uniform Division.

DC. Members may agree to temporarily exchange shifts for full or partial days with the approval of their supervisors. Shift differential pay shall not be altered unless the temporary exchange is in excess of thirty calendar (30) days.

ED. A member in the Detective Division or other position within the Department, with the approval of the Chief, the approval of which shall not be unreasonably withheld, may return to the Uniform Division by:

1. Requesting transfer to the Uniform Division; or
2. Requesting transfer to a desired shift during "bidding season" of each year of this Agreement.

FE. A member may request a shift transfer outside of the "bidding season" for special circumstances such as medical or family needs. A member must submit supportive documentation of the special circumstances, including the reasons the present assignment cannot reasonably be fulfilled. The Chief shall retain the final authority for such reassignment based upon special circumstances. Such reassignment shall not exceed ninety calendar (90) days.

GF. For officers who submit shift bids, ~~§§~~ shift assignments may be altered during this Agreement only by the procedures indicated in this Section and also by:

1. Agreement of the City and the Union; or
2. In the event of a civil emergency declared by the Mayor; or
3. By order of the Chief on a temporary basis (not to exceed one hundred and twenty (120) calendar days per year), due to a manpower shortage as expressed in writing to the Board and the Union. In the case of a declaration of civil emergency by the Mayor, or a temporary order by the Police Chief, members shall be paid at current Agreement rates of accumulation and pay for all time worked outside their regular schedule;
or
4. During the Friday, Saturday and Sunday directly associated with the Indiana University Little 500.

SECTION IX. Strike Prohibition

The Union shall not engage in nor sanction any strike during the life of this Agreement or any extension thereof.

SECTION X. Layoffs

In the event that the City may find layoffs necessary the City shall determine the number of members to be laid off.

A member with the lowest seniority date shall be laid off first and recalled last. A member that has been laid off shall be given the opportunity to return to duty before any new personnel will be hired.

Civilian personnel shall not be hired as the result of a layoff to perform the duties of a member.

SECTION XI. Leaves

A. *Benefit Leave*

A. A member shall receive Benefit Leave by the following formula:

~~1. A member with less than one (1) year of employment shall receive one (1) day of Benefit Leave for each full calendar month he or she works before the one (1) year anniversary date of his or her employment. Time spent at the Indiana Law Enforcement Academy shall not count as work for purposes of earning Benefit Leave.~~

21. A member who has completed one (1) year of employment shall receive twenty-eight (28) days of Benefit Leave per calendar year, with the entire allotment of Benefit Leave days being credited to a member on the first day of each calendar year applicable to this Agreement.

32. One additional day of Benefit Leave per year shall be added at the beginning of the calendar year of the five (5) through twenty-six (26) year anniversary dates of employment.

43. Benefit Leave days under this section shall not exceed fifty (50) days per calendar year.

B. Benefit Leave may be taken subject to approval by the member's supervisor, which shall not be arbitrarily withheld.

C. The minimum amount of Benefit Leave taken at any one time shall be no less than one-half hour, but additional time after the first one-half hour may be used on increments of fifteen (15) minutes.

D. No accumulated Benefit Leave shall be carried over into the next calendar year.

E. In addition, any member who resigns or retires shall be eligible to receive all Benefit Leave time he or she has already accrued and a credit for the as yet earned Benefit Leave prorated over the entire year by payroll periods and based upon the last day the member is actually present and working. For the purposes of Benefit Leave credit, only sixteen (16) Benefit Leave days are subject to pro-ration. The formula for pro-ration is as follows:

1. Sixteen (16) Benefit Leave days divided by the number of payroll periods in a calendar year, times the number of payroll periods worked by the member during said calendar year.
2. The number of payroll periods worked by the member shall include any partial payroll periods worked, even if only (1) day of the payroll period was worked by the member.
3. The number of days a member shall receive credit for earning shall be rounded up to include an extra full day of earned Benefit Leave if the calculation contains a decimal of .5 or above, and rounded down if below .5. (For example, a member "eligible" for twenty-eight (28) Benefit Leave days in 2019~~5~~ works his or her last day on October 2, 2019~~5~~. The calculation~~s~~ is sixteen (16) days divided by twenty-six (26) payroll periods

= .615, times twenty (20) periods worked = 12.3 days. This member is entitled to receive twelve (12) prorated Benefit Leave days and the twelve (12) Benefit Leave days not subject to pro-ration for 201~~9~~5).

4. If a member leaves before the end of a calendar year, he or she may be required to compensate the City for a portion of the used Benefit Leave days:
 - a. If a member has exhausted all of his or her Benefit Leave; and
 - b. There remains recognized paid holidays on the City's calendar for non-union employees; then
 - c. A member shall compensate the City the number of Benefit Leave days he or she utilized in an amount equal to the number of remaining recognized paid holidays for non-union City employees.

B. Bereavement Leave

Bereavement Leave is available after completion of a member's initial probation period.

A. Upon the death in a member's immediately family (spouse, registered domestic partner, mate, child, brother, sister, parent, parent of spouse, the parent or child of a registered domestic partner, the parent or child of a mate, or step equivalents thereof) the member shall be granted three (3) days of leave with pay for the attendance of funeral matters.

B. Upon the death of a relative other than immediate family (grandparent, grandchild, brother-in-law, sister-in-law, or step equivalents thereof), the member shall be granted one (1) day leave with pay for the attendance of funeral matters.

C. Bereavement Leave shall be granted at the member's request, unless extreme circumstances, including but not limited to civil emergency or manpower shortage, require rescheduling of such leave.

D. Additional leave in the above cases, or leave in connection with the death of other relatives or friends, may be granted with pay at the discretion of the Chief by using Benefit Leave.

E. Special circumstances involving time off work as a result of the death of a friend or family member may be approved without pay at the discretion of the Chief.

F. For purposes of this provision, one day of leave equals the number of hours the member would regularly have been scheduled to work on the day taken off or the average number of hours worked per day. Also for the purposes of this provision, "other leave" does not include sick leave.

G. This Section in no way prohibits a member from using Benefit Leave in the event he or she experiences the death of a friend or family member, the ability to use Benefit Leave shall not be arbitrarily withheld.

C. Sick Leave

A member shall report sick only when he or she is suffering from an illness or injury which would prevent him or her from properly performing his or her assigned duties.

A. Such report shall be made to the commanding officer or on-duty supervisor at least one (1) hour prior to reporting time for each tour of duty.

B. Sick leave in excess of two (2) work days in a specified work week shall require a doctor's statement. That statement shall be forwarded to the Chief. The statement shall include the expected date of return and specify any limitations of duty.

C. The Chief or Board may order a member to consult a physician, psychiatrist, or clinic regarding a physical or psychological condition 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 member. Reports of diagnostic consultation and/or testing shall be submitted to the Chief or Board.

D. A member shall be entitled to sick leave with full-pay without limitation, subject to processing of medical disability pension status under current Indiana law.

E. Additionally, the City shall pay for the medical expenses of the member in accordance with Indiana law at the time of the illness or injury. Such expenses shall be paid by the City to the extent that such expenses are not reimbursed by the member's medical insurance or worker's 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 member was on the City's medical insurance plan.

F. A member who is unable to perform his or her full duties due to temporary medical limitations documented by ~~a the member's~~ physician and provided to the Chief as indicated herein, may be assigned to light duty, at the discretion of the Chief, so long as the reassignment is consistent with the recommendation of ~~a the member's~~ physician that such reassignment shall not jeopardize the health, safety, and welfare of the member. Where a member has been ordered to consult a physician hired by the City in accordance with Section C above and the opinion of the City's physician with regard to light duty capabilities is in conflict

with the member's physician, the opinion of the City's physician shall control. However, where a member has consulted his/her personal physician and his/her personal physician is a specialist in the field related to the member's injury, the City will either (1) follow the light-duty restrictions recommended by the member's specialist or (2) send the member to a specialist, in the field related to the member's injury, of the City's own choosing at the City's expense for a second evaluation, which shall control.

SECTION XII. Compensation

A. Pay Days

Members shall be paid their wages bi-weekly every other Friday. An annual bi-weekly schedule of pay days shall be posted before the first pay day of the calendar year.

When possible, overtime pay shall be paid with the next pay check following the period such overtime pay was earned.

When possible, errors in a member's pay shall be corrected no later than the next pay period.

B. Basic Salary Ordinance

The City shall contribute four percent (4%) of the salary of a fully paid officer first class to ~~INPRSPERF~~ on behalf of each member throughout the term of this Agreement. These contributions are based on the salary of an officer first class plus twenty (20) years longevity and they are permitted under the authority of Ind. Code § 36-8-8-8.

~~Effective upon the date this Agreement is signed in 2015, the base salary rate of all members subject to this Agreement shall be as follows:~~

~~_____ Officer 1st Class _____ \$50,605.00~~

~~_____ Senior Police Officer _____ \$53,080.00.~~

~~In 2015⁹, a one-time one-thousand dollar (\$1,000) bonus, which shall not be added to the members' base salaries, shall be paid to all members. This bonus shall be paid on the pay date immediately following December 15, as follows:~~

~~_____ Officer 1st Class _____ \$506.00~~

~~_____ Senior Police Officer _____ \$531.00.~~

~~For 2019 Effective January 1, 2019⁶, the base salary rate of all members subject to this Agreement shall increase by two percent (2.0%) and shall be as follows:~~

~~Officer 1st Class \$51,238.00~~53,974.00

~~Senior Police Officer \$53,744.00~~56,614.00

~~This 2019 increase shall not be retroactive and, due to the late nature of the parties' concluding negotiations, this 2019 increase shall not be applied to any 2019 pay cycles. However, each member's 2020 salary increase shall be calculated against the base salaries cited immediately above.~~

Effective January 1, ~~2020~~⁷, the base salary rate of all members subject to this Agreement shall increase by two and sixty-five hundredths percent (2.65%) and shall be as follows:

Officer 1st Class ~~\$52,006.00~~55,405

Senior Police Officer ~~\$54,550.00~~58,114

Effective January 1, 2021~~18~~, the base salary rate of all members subject to this Agreement shall increase by two and eight-tenths percent (2.80%) and shall be as follows:

| | |
|-----------------------|--------------------------------------|
| Officer 1st Class | \$52,916.00 <u>56,956</u> |
| Senior Police Officer | \$55,504.00 <u>59,742</u> |

Effective January 1, 2022, the base salary rate of all members subject to this Agreement shall increase by two and nine-tenths percent (2.90%) and shall be as follows:

| | |
|------------------------------|-----------------|
| <u>Officer 1st Class</u> | <u>\$58,608</u> |
| <u>Senior Police Officer</u> | <u>\$61,474</u> |

C. Overtime Pay

A. Members shall receive thirty-~~six~~five dollars (\$~~365~~.00) per hour of contractual overtime when an officer is called in from off-duty at an established two (2) hours pay with no maximum limit. The minimum of two (2) hours contractual overtime pay shall not include holdover from a regularly scheduled duty shift. In the event that an officer is in a holdover after regularly scheduled duty hours, the contractual overtime pay shall be paid as described in the below subsection (D).

B. When a member testifies pursuant to a subpoena issued on a duty-related matter, the member shall be compensated for a minimum of two (2) hours at the contractual overtime rate of thirty-~~six~~five dollars (\$~~365~~.00). In the event the member's subpoena-mandated appearance is cancelled, the member shall be compensated with two hours of pay at the contractual overtime rate of thirty-~~six~~five dollars (\$~~356~~.00), unless the member received at least two (2) hours of advance notice of the cancellation.

C. The contractual overtime rate of thirty-~~six~~^{five} dollars (\$3~~65~~⁶⁵.00) provided in this Section shall be paid in situations where the member does not reach the FLSA threshold during a work period. When a member reaches the FLSA threshold of one hundred and seventy-one (171) hours in a work period, the member shall be paid at one and a half times the regular rate of his or her pay.

D. One-quarter (1/4) hour payments shall be paid in the following increments: two to fifteen (1-15) minutes equal one quarter (1/4) hour; sixteen to thirty (16-30) minutes equals one half (1/2) hour; thirty-one to forty-five (31-45) minutes equals three-quarter (3/4) hour; and forty-six to sixty (46-60) minutes equals one (1) hour.

D. Shift Differential

A member regularly assigned to the afternoon shift and night shift shall receive a shift differential pay throughout the term of this Agreement as follows:

Afternoon Shift _____ \$16.00 per week

Afternoon Shift for certain Senior Police Officers \$50.00 per week

Night Shift _____ \$20.00 per week-

In order to be eligible for the fifty dollar (\$50) per week afternoon shift premium, a Senior Police Officer must successfully bid for afternoon shift as his/her first or second choice during the "bidding season" described in Section VIII(A) of this Agreement. A Senior Police Officer who ends up on afternoon shift but did not select afternoon shift as his first or second choice during bidding season shall instead receive the sixteen dollar (\$16) per week shift premium. These premiums shall be disbursed throughout the year by inclusion in the member's regular paycheck.

E. Training Pay

A member shall receive training pay at the rate \$100.00 for every twenty (20) hours of training completed during the previous calendar year.

A. Credit for training is not cumulative.

B. In order to qualify for credit, any training shall be approved by the Chief in advance of the training.

F. Specialty Pay

A member shall receive annual specialty pay at the rate of \$500.00 for each Category 1 specialty he or she holds. A member shall receive annual specialty pay at the rate of \$1,000 for each Category 2 specialty he or she holds. A member shall receive annual specialty pay at the rate of \$1,~~6~~400.00 for each Category ~~3~~2 specialty he or she holds.

A. Category 1 specialties shall include the following:

1. School Liaison Officer;
2. Training Instructor;

~~3. CIRT Officer;~~

~~4. Hostage Negotiator;~~

~~5.~~ 35. Breath Analyzer;

~~6.~~ 46. K9 Officer;

~~7.~~ 57. Bike Patrol;

~~8. Dive Team;~~

~~9.~~ 69. Motorcycle Patrol;

- ~~710~~. Civil Disturbance Unit;
- ~~811~~. Accident Reconstructionist;
- ~~912~~. Honor Guard;
- ~~1013~~. Drug Recognition Expert (DRE); and/or
- ~~1411~~. Downtown Resource Officer.

B. Category 2 specialties shall include the following:

- 1. CIRT Officer
- 2. Hostage Negotiator
- 3. Dive Team

~~B~~C. Category ~~23~~ specialties shall include the following:

- 1. Detective; and/or
- 2. Field Training Officer.

~~C~~D. A member may hold and be compensated for multiple specialties.

~~D~~E. A member shall maintain and/or hold any required certifications or continuing education to receive compensation for a specialty.

~~E~~F. A member shall not perform the duties of a specialty on a temporary or part-time basis without compensation per the guidelines of this Section.

G. *Education Pay*

A member shall receive education pay for any formal education the member has received in the following manner:

- A. 2 year degree = \$600.00 per year.
- B. 4 year degree = \$1,200.00 per year.

C. Masters, Law or Doctorate degree = \$1,600.00 per year.

H. Longevity Pay

Upon the date this Agreement is signed, a member shall receive longevity pay at the rate of \$~~12500~~.00 per year of service.

I. Step Conversion Pay

Certain members hired prior to 1994 qualified for special compensation known as step conversion pay. A member that qualifies to receive such pay shall receive step conversion pay at the rate of \$100.00 per year. The qualifying number of years a member has earned shall remain constant until the member resigns, retires or otherwise permanently separates from the services of the Department.

J. Certified PERFINPRS Salary

PERFINPRS pay is based on the salary of an Officer First Class plus two thousand five hundred dollars (\$2,~~5000~~.00). For the term of this Agreement, the certified PERFINPRS salary shall be as follows:

- A. Effective January 1, 201~~95~~ = \$~~52,605.00~~54,916
- B. Effective January 1, 20~~20~~16 = \$~~53,238.00~~57,905
- C. Effective January 1, 20~~21~~17 = \$~~54,006.00~~59,456
- D. Effective January 1, 20~~22~~18 = \$~~54,916.00~~61,108

K. Maximum for Training, Specialty & Education Pay

No member shall be entitled to receive more than \$4,800.00 per year for any combination of Training Pay (the above subsection E), Specialty Pay (the above subsection F), and/or Education Pay (the above subsection G).

L. Clothing and Uniform Allowance

A basic City uniform, clothing, and accessory issue shall be established by general order. This initial issue shall be at the City's expense.

A. All maintenance, repair, replacement, cleaning and upkeep of a member's uniform is to be borne by the individual member.

B. The following items (which remain the property of the Department) shall be maintained, repaired, replaced and cleaned by the City, unless the below items are damaged, misplaced, or stolen due to a member's negligence or misuse:

1. Helmet
2. Gas mask (if issued)
3. Firearm, magazines and duty ammunition
4. Handcuffs; 1 pair with 2 keys
5. Portable radio and batteries
6. Hat badge, uniform badge, and all uniform patches
7. Identification card
8. Defensive weapons
9. Bullet proof vest
10. Rifle plates and carrier

C. Changes in style or additional clothing or equipment mandated by the Department shall be furnished at City expense.

D. An allowance to defray the costs of the replacement, purchase, maintenance, etc. of a member's uniform and equipment in the amount of one thousand six hundred dollars (\$1,600.00) shall be provided by the City to each member ~~quarterly~~. This allowance shall be paid in four (4) equal installments of four hundred dollars (\$400) on the pay date immediately preceding March 15, June 15, September 15 and December 15. If a member ceases to be employed by the Department on any of the dates specified in this subsection, he or she shall not be entitled to the quarterly payment associated with said date(s).

M. Benefit Leave Buy-Back Time

A. Throughout the term of this Agreement, a member may opt to sell Benefit Leave back to the City at a buy-back rate of two hundred dollars (\$200.00) per day.

B. A maximum of ten (10) Benefit Leave days per calendar year may be sold back by each member.

C. A member shall request his or her buy-back of Benefit Leave days no later than November 1st of each calendar year of this Agreement.

D. A member may request that a benefit bank be established for a qualifying event under the FMLA. Eligibility shall be determined by the Human Resources Department and the member shall be required to utilize one-half (1/2) of his or her Benefit Leave before utilizing donated leave. Each member may donate a maximum of six (6) Benefit Leave days per calendar year to a benefit bank in lieu of selling days back to the City.

N. Compensatory Time

A. A member shall have the option, upon approval by the Chief, of accepting and accumulating compensatory time up to the maximum accumulation in lieu of actual payments for all overtime pay.

1. In order to be able to receive compensatory time, a member shall notify his or her immediate sergeant or lieutenant that he or she wishes to receive compensatory time credit in lieu of the pay he or she is entitled to receive, such notification shall be made during or at the conclusion of the same shift in which the time occurred. Approval of this request shall be provided as soon as the sergeant or lieutenant has conferred with the Chief.
2. Compensatory time is not available for details which are worked when the City is being reimbursed for the work by a third party, such as Indiana University or the Monroe County School Corporation or by grant.
3. A member who participates in or attends training classes, seminars, retreats or programs shall have his or her work schedule adjusted so as to ensure that his or her training occurs on a day he or she is scheduled to work. For example, a member is scheduled to work on Monday, with Tuesday off. Training is scheduled to occur on Tuesday. The member's schedule shall be adjusted so that Monday is his or her new day off and Tuesday is his or her new selected duty date.

B. No member shall be allowed to accumulate more than forty (40) hours of compensatory time. Exceptions to the forty (40) hour accumulation may only be permitted upon approval of the following: the Chief, the Director of Human Resources and the Mayor.

C. The City retains the sole discretion to grant or deny requests to take compensatory time off when the request is made. Members are encouraged to seek permission to use compensatory time off at least forty-eight (48) hours in advance of when they hope to utilize their compensatory time.

D. Compensatory time, like Benefit Leave, shall only be used as paid time off from work; and, except as set forth in this Section, at no time may it be converted to a cash payment. Unlike Benefit Leave, however, compensatory time may be carried forward into each new fiscal year.

1. A member who resigns, retires or otherwise permanently separates from the services of the City shall receive payment for all of his or her accumulated compensatory time hours upon his or her separation from employment with the City in accordance with the standards established by the FLSA. Specifically, a member shall be paid at a rate of compensation not less than:
 - a. The average regular rate received by the member during the last three (3) years of the member's employment; or
 - b. The final regular rate received by the member, whichever is higher.
2. The City, in its sole discretion, at the end of a calendar year, may liquidate all or any portion of a member's compensatory time bank by paying the member such hours at his or her current rate of pay.

3. In the event of a member's death, this payment shall go to the member's beneficiaries.

SECTION XIII. Insurance Coverage

A. Life Insurance

Effective upon the date this Agreement is ratified by the Common Council signed in 2015~~9~~, the City shall pay the total premium for life insurance on each member in the amount equal to fifty thousand dollars (\$50,000.00) or one hundred thousand dollars (\$100,000.00) in the event of accidental death. In addition, a member may purchase additional life insurance, utilizing the group rate, at his or her own expense.

B. Health Insurance

Throughout the term of this Agreement the City shall offer a group medical insurance plan. Each member shall have the option to enroll in any plan offered by the City during open enrollment season. The final decision as to scope of coverage and choice of carrier shall rest with the City.

Each member who elects to participate in the City's group medical insurance plan shall receive a monthly contribution from the City in accordance with the group medical insurance plan provision for City employees. The amount contributed by the City shall not be reduced during the term of this Agreement below the level established for the year immediately preceding the effective date of this Agreement. Such contribution shall be credited to a member's insurance premium monthly, with the balance being deducted from a member's bi-weekly pay checks. At

no time during the term of this Agreement shall a member be charged a higher employee contribution than the contribution paid by other City employees.

A member who retires during the term of this Agreement shall be allowed to participate in the City's group insurance plan in accordance with relevant State and Federal laws. The member shall bear the entire cost of such participation, and the premium may be in excess of basic premium for employed members.

Should a member die in the performance of his or her duties as a law enforcement officer, any survivors who have been enrolled in the City's group health insurance plan at the time of death may elect COBRA coverage for a period of up to eighteen (18) months. If such coverage is chosen, the City shall pay the premium(s) for up to six (6) months after the member's death.

SECTION XIV. Personnel Matters

A. Personnel Service Records

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

B. Rights of Members

The City and the Union hereby acknowledge that all steps must be taken to maintain the integrity of the Department. Accordingly, all members shall have the duty to cooperate fully with respect to the investigation of internal charges and to report immediately any illegal activities or violations of the Department's Rules & Regulations or General Orders.

When, for any reason, a member is under investigation or subjected to questioning which could lead to disciplinary action, demotion, or dismissal, and to insure that such investigation or questions are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each member, the following rules of procedure are hereby established.

A. The member shall receive a statement explaining the reason for why the interrogation is being conducted at least twenty-four (24) hours in advance of any interrogation.

1. The statement shall set forth a concise statement of facts as alleged.
2. The statement shall include the date, time and location of the alleged occurrence.
3. If the statement is based off of a complaint filed by a citizen, and if the citizen is able, the statement shall contain a physical description of the accused.
4. The statement shall include all possible disciplinary action that may result if the allegations noted in the statement are sustained. To that end, the statement shall include the interrogators understanding of the maximum discipline being considered by the Department: length of any possible suspension; possibility for demotion; and/or possibility of termination.

B. If prior to, or at any time during, the interrogation it is determined that the member shall be or possibly could be charged with a criminal offense he or she shall immediately be advised of that possibility and shall be further advised of his or her rights under the Miranda ruling and also be provided a Garrity warning.

C. The interrogation shall occur in the Department's building and, when possible, occur during the member's regularly scheduled shift.

D. The member shall be entitled to the presence of no more than one (1) Union representative and no more than one (1) attorney during the interrogation. A member shall have the option to waive Union representation and select an alternative representative; alternative representatives shall be limited to law enforcement officers employed by the City. In the event of unavailability of either the requested Union representative, attorney or alternative representative a delay of no more than twenty-four (24) hours shall be allowed. If the member requests the presence of an attorney, the person conducting the interrogations shall be permitted to have a City attorney present as well.

E. The interrogation shall be limited to two (2) hours duration and there shall be at least six (6) hours between the sessions of interrogation. Two (2) sessions in twenty-four (24) hours shall not be exceeded unless mutually agreed upon by the City and the member.

F. The member shall not be subjected to offensive language or abuse during the interrogation and shall be allowed to attend to his or her physical necessities.

G. All interrogations shall be recorded by the City and a transcript shall be furnished to the member prior to any subsequent additional interrogations. If the member so desires, he or she shall have the right to bring his or her own recording device and record any and all aspects of the interrogation.

H. At no time shall the number of interrogators exceed three (3), the identity of which shall be made known to the member a minimum of four (4) hours prior to the interrogation. Likewise, the identity of the member's representatives shall be made known to the interrogators a minimum of four (4) hours prior to the interrogation.

I. A representative or attorney who impedes or disrupts the interrogation shall receive two (2) warnings. Any further disruptions shall forfeit the position of representation for the interrogation. The member shall be entitled to choose another Union representative, attorney or alternate representative prior to his or her next interrogation session. Representatives are meant to serve only as observers or advisors to the member; they are not to question those persons conducting the interrogation.

J. It shall not be mandatory for any member of the immediate family of the member to give a statement to the City. Prior to requesting any member of the immediate family of the member to give a statement, the member shall be given twenty-four (24) hours notice.

K. The member shall not be ordered to submit to a lie detector test, psychological stress evaluation or any other mechanical or physical device or test for the purpose of determining veracity or innocent unless:

1. All other avenues of investigation have been utilized; and
2. The examiner is not the City's investigator in the allegations under investigation.

L. Blood, breath and urine tests for controlled substances are mandatory for a member who is suspected of being under the influence of alcohol or any drug while on duty or acting in his or her official capacity as a police officer for the City.

M. It shall not be mandatory for a member to appear in a police line-up on any administrative investigation.

N. If a member is compelled by threat of possible job forfeiture, or discipline, to make any oral or written statement either by direct, face-to-face order, or written orders then

neither the statement nor the fruits of the statement may be used against the member in a subsequent criminal prosecution of the member.

O. The interrogators shall forward a report to the Chief which shall contain their findings of the investigation and interrogation. The Chief shall furnish the member with a written status report, or a disposition, within ten (10) business days of the first interrogation and every additional twenty (20) business days thereafter until the investigation is completed.

P. Upon completion of the investigation the Chief shall determine the matters as one of the following dispositions:

1. Proper Conduct;
2. Unfounded;
3. Policy Failure;
4. Insufficient Evidence; and/or
5. Improper Conduct.

The disposition shall be provided in writing to the member and any representative.

Q. A member who is disciplined as a result of this investigation under the authority of the Chief, as opposed to discipline under the authority of the Board, shall have the right to appeal the action to the Board, in writing, in accordance with state law and the Board's Rules & Procedures.

1. Such appeal shall be made within two (2) business days after the member receives the discipline.
2. Such appeal shall be submitted to the Board via the Corporation Counsel and the Chief.

3. The appeal shall be submitted in writing, which can occur via email communication.

R. There shall be no restriction of secondary employment during a member's disciplinary suspension unless the member's secondary employment requires the use of his or her police powers.

S. During his or her off-duty hours and while not in uniform or wearing any clothing that identifies him or her as a member of the Department, the member shall be permitted to engage in such political activities as not prohibited by law.

T. A member shall have the opportunity, at a reasonable time, during office hours to review his or her active personnel file and any closed investigative files in which he or she was the accused. In the event there is any comment adverse to his or her interest in any file, the member shall have the right to file a written response thereto, which written response shall be attached to said adverse comment.

U. The terms and conditions of this Section shall not apply to any investigation or questioning of a member in the course of counseling, instruction or informal verbal admonishment by, or other routine contact with any supervisor of the Department of the City.

V. The terms and conditions of this Section shall not be interpreted to require the City to conduct any interrogation of a member prior to issuing or recommending any disciplinary measure against the member that will result in a loss of forty hours or more of pay, Benefit Leave, or any combination thereof.

W. In the event there is body camera footage related to an investigation conducted under this Section, the member under investigation shall have the right to view said footage prior

to making any official statements, but shall not have the right to make, receive or retain a copy of the footage.

SECTION XV. Grievance Procedure

The purpose of this grievance procedure is to establish effective process for the fair, expeditious and orderly adjustment of grievances. The informal resolution of grievances is urged, and it is encouraged that grievances be resolved at the lowest possible level of supervision.

Grievances shall be processed according to the following procedures:

A. Step 1. A member who feels he or she has been aggrieved or believes that any provision of this Agreement has not been applied or interpreted properly must discuss his or her grievance with his or her Captain, or his or her designee, with or without the presence of a Union representative, within six (6) business days after the occurrence of the event upon which the grievance is based. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point.

B. Step 2. The Captain, or his or her designee, shall render a written answer within six (6) business days after said discussion with a copy of said answer going to the aggrieved member, the Union representative, and the Chief.

C. Step 3. If the grievance is not satisfactorily settled by the above procedure, the member, or his or her designee, shall submit a written formal complaint containing all facts and circumstances surrounding the grievance and present it to the Chief within six (6) business days after receipt of the Step 2 answer.

1. The Chief and the aggrieved member, with the member's representative, shall meet within six (6) business days of the Chief's receipt of the formal written complaint in order to discuss the complaint.
2. Within six (6) business days of the aforementioned meeting, the Chief shall provide the aggrieved member with his or her written answer to the grievance.

D. Step 4. If the grievance is not satisfactorily settled at Step 3, the member, or his or her designee, may appeal to the Mayor within six (6) business days of the Step 3 decision.

1. The Mayor, or the Mayor's designee if the Mayor is unavailable, and the aggrieved member, with his or her designee, shall meet within six (6) business days of the Mayor's, or the Mayor's designee if the Mayor is unavailable, receipt of the member's appeal to discuss the complaint.
2. Within six (6) business days of the aforementioned meeting, the Mayor, or the Mayor's designee if the Mayor is unavailable, shall provide the Chief, the aggrieved member, and the aggrieved member's representative with his or her written answer to the grievance.
3. The decision by the Mayor, or the Mayor's designee if the Mayor is unavailable, shall be final.

E. A member may choose to decline the representation of the Union for the grievance procedure. A member may also discontinue Union representation at any time with written notification to the President of the Union and to the City's appropriate representative of the next grievance Step.

F. Time limits at any step of the grievance procedure may be extended only by mutual agreement, in writing, between the City and the Union or the member acting without Union representation. Forfeiture of Union representation at any time during the grievance procedure does not warrant additional time.

1. In the event an aggrieved member or the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the City's last answer.
2. In the event the City fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall be considered to be denied and may be advanced to the next step by the Union by written appeal within the proper time limit after the answer was to be due.

G. The City shall not refuse to meet, negotiate or confer on grievances with representatives of the Union as set forth in this Agreement.

H. All parties are entitled to representation by counsel at any point from Step 3 forward.

SECTION XVI. Private Vehicle Parking

While on duty, members shall be provided with parking in a designated area within three (3) blocks of the Department. If a permit is required, the cost shall not exceed Ten Dollars (\$10.00) per year.

SECTION XVII. Union Matters

A. Bulletin Boards

The Union shall have access to all bulletin boards, voice mail and electronic mail channels of communication within the Department for information from either the Union or the Committee.

B. Negotiation Time Off

During the term of this Agreement, subject to the approval of the Chief, time away from duty when scheduled for duty shall be extended to Union members for participation in meetings or negotiation sessions with the City, attendance at collective bargaining or negotiation workshops, or other legitimate Union business.

A. Requests for time away from duty shall be submitted to the Chief, and approval shall not be unreasonably withheld.

B. The Union membership, as a whole, shall have up to one hundred and ~~fifty~~^{twenty}~~five~~ (150~~25~~) hours to conduct or participate in activities herein for each singular year covered by this Agreement.

C. No hours from this bank shall be carried forward past the expiration of any singular year covered by this Agreement.

D. Time spent by the Union's bargaining team in contract negotiations with the City's bargaining team shall not count toward the one hundred fifty (150) hour maximum established in this section. However, time spent preparing for bargaining or attending training sessions shall be counted toward the one hundred fifty (150) hour limit.

~~ED.~~ No more than two (2) Union members shall be extended time away from duty simultaneously.

~~FE.~~ Union members shall not be compensated by the City for time spent on Union business during a member's off-duty time, except that Union members may be compensated, subject to the approval of the Chief, for off-duty attendance at training or seminars regarding collective bargaining and/or negotiation strategy.

1. Such time shall be counted toward the one hundred ~~fiftytwenty-five~~ (1~~50~~~~25~~) hour _____ maximum established in this Section.
2. Such compensation shall be compensatory time at straight time, unless the Chief approves a Union member's request for overtime pay in lieu of compensatory time off.

SECTION XVIII. Interdepartmental Transfer

The City values the public service provided by members. Transfer from the Department to a civilian position or the Fire Department shall be as follows:

- A. Any accumulated Benefit Leave shall be taken before transfer from the Department or paid to the member.
- B. The member shall receive and accumulate Benefit Leave days based on one-half (1/2) of the member's respective years of service, as applied to either the Fire Department's or Civil City's vacation schedule. As an example, if the member has twenty (20) years of service with the Police Department, he or she shall receive the same number of vacation days as an employee with ten (10) years of service with the Fire Department or Civil City.

C. If the transfer is to the Fire Department, no vacation time shall be taken in the first year of service. If the transfer is to a civilian position, no vacation time shall be taken during the first six (6) months of employment in the new position.

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

E. The member shall receive no other benefit from transfer (including, but not limited to, longevity or training steps) and must start at the step required for all new employees, including completion of the probationary period.

SECTION XIX Negotiation Schedule

In accordance with BMC § 2.32, the parties shall meet at mutually agreeable times in ~~2022+8~~ in order to negotiate a collective bargaining agreement to take effect January 1, ~~2023+9~~. In the event that a new agreement is not reached before December 31, ~~2022+8~~, then the terms and provisions of this Agreement shall nonetheless remain in full force and effect until an agreement on a new collective bargaining agreement is reached; provided, however, the terms and conditions of the Agreement shall not be extended for more than one year from the expiration of this Agreement.

This Collective Bargaining Agreement constitutes a complete agreement as to all bargainable issues, effective upon the date this Agreement is ~~signed in 2015~~ ratified by the Common Council; through December 31, ~~2022+8~~, unless otherwise specified in this Agreement.

John Hamilton, Mayor

Paul Post, President

City of Bloomington

Don Owens Memorial Lodge 88
Fraternal Order of Police, Inc.

Dave Rollo, President
Bloomington Common Council