

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 allia*, 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

