Final Vote 7-0

RESOLUTION 92-18

To Authorize and Approve
The Execution of a Collective Bargaining Agreement
Between the City of Bloomington and the Fraternal Order of Police

WHEREAS, Chapter 2.32 of the Bloomington Municipal Code establishes a procedure for Police Collective Bargaining; and

WHEREAS, the City and the Fraternal Order of Police have negotiated and reached agreement on provisions for a collective bargaining agreement; and

WHEREAS, it is in the best interests of the City to approve and execute the agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

The Common Council hereby approves and authorizes the execution of the Collective Bargaining Agreement between the City of Bloomington and the Fraternal Order of Police, a copy of which Agreement is attached hereto and made a part hereof.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 16th day of September, 1992.

Pam Service, President
Bloomington Common Council

SIGNED and APPROVED by me upon this 17th day of September.

Tomilea Allison, Mayor
City of Bloomington

ATTEST:

Patricia Williams, Clerk
City of Bloomington

SYNOPSIS

This Resolution approves and authorizes the execution of a four year Collective Bargaining Agreement between the City of Bloomington and the Fraternal Order of Police.

Signed copies to:
Police Dept
Legal

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE CITY OF BLOOMINGTON

AND THE FRATERNAL ORDER OF POLICE LODGE 88

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE FRATERNAL ORDER OF POLICE LODGE 88

This Agreement is entered into by and between the City of Bloomington, Indiana (hereafter "City") and Fraternal Order of Police Lodge 88 (hereafter "Union").

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 the best interest 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 contract which will set forth the respective rights and obligations of both the City and the Union and which will provide an orderly and equitable means of resolving any future differences between the parties.

IT IS THEREFORE AGREED AS FOLLOWS:

SECTION I. Terms and Conditions of Agreement

This Agreement between the parties constitutes a four (4) year settlement of all bargainable issues, as defined in Bloomington Municipal Code §2.32, and following, for calendar years 1993, 1994, 1995, and 1996. It is understood and expressly agreed by the parties that all terms and conditions in this Agreement are contingent on and subject to the following conditions:

(1) Receipt in each and every year of the Agreement (1993, 1994, 1995, and 1996) by the Civil City of Bloomington of no less than four hundred thousand dollars ($400,000.00) from the Utility Department of the City of Bloomington in satisfaction of what is commonly known as the "Franchise Agreement."

(2) The City of Bloomington being legally authorized in each and every year of the Agreement (1993, 1994, 1995, and 1996) to increase its ad valorem property tax levy by no less than five percent (5%) more than its ad valorem property tax levy in the preceding year (1992, 1993, 1994, and 1995) 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.

(3) Receipt in each and every year of the Agreement (1993, 1994, 1995, and 1996) by the City of Bloomington of no less than four million two hundred fifty thousand dollars ($4,250,000.00) as county option income tax distribution as provided for and defined in Ind. Code §6-3.5-6-1 et seq. entitled "County Option Income Tax."

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

In the event that any of the above-stated conditions do not occur, then it is specifically understood and agreed by the parties that the City may declare this Agreement open with respect to the salary rates provided in Section XX 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 Bloomington Municipal Code 2.32, and following.

In the event that Bloomington Municipal Code 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 II. Recognition

This Agreement between the parties is entered into pursuant to and in compliance with Bloomington Municipal Code §2.32, and following.

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, 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 Labor-Management Committee which shall consist of two (2) representatives appointed by the Mayor and two (2) representatives appointed by the Union. This Committee shall meet on an issue by issue basis with the time table for meetings determined by the Committee. To initiate discussion on an issue either side may notify the other by communication to the Chief of Police or the President of the Fraternal Order of Police for the request of a meeting and/issue to be covered. A meeting will then be set by mutual consent within ten (10) days. The Committee may discuss possible changes in the issues

not subject to bargaining under Bloomington Municipal Code §2.32. If a majority of the Committee decide, as a result of such discussion, that a change should be made in the status of the officers in respect to an issue not subject to bargaining under Bloomington Municipal Code §2.32, the Committee shall forward such recommendation to the Police Chief. Within thirty (30) days the Police Chief shall forward the recommendation, together with his opinion, to the Board of Public Safety. The Board of Public Safety shall consider the recommendation at its next regularly scheduled meeting.

In the event that the Police Chief serves on the Committee, the recommendation shall be forwarded directly from the Committee to the Board of Public Safety along with any dissenting opinions of Committee members. The Board of Public Safety shall consider the recommendation at its next regularly scheduled meeting.

SECTION V. Holidays

Employees' regular work week may include legal holidays. Employees scheduled to work on holidays shall work on the holiday, unless they are rescheduled not to work. Such rescheduling shall be done with the permission of the employee's supervisor. All employees shall receive an annual allowance of sixteen (16) compensatory days off for working on holidays. These compensatory days off shall be scheduled with the permission of the employee's supervisor and may be taken in full or half day increments. Compensatory days will not be assigned to an employee prior to October 1 of each calendar year, but may be assigned to facilitate scheduling between October 1 and December 31, unless the employee has scheduled all compensatory days prior to October 1 of each calendar year.

A bargaining unit member may opt to "sell" compensatory days back to the City at a "buy-back" rate of one hundred dollars ($100.00) per day during the term of this Agreement, according to the following maximums:

1993: 3 compensatory days

1994: 3 compensatory days

1995: 3 compensatory days

1996: 3 compensatory days

The bargaining unit member may elect to sell back compensatory days at any time prior to October 1 of each calendar year.

An employee who resigns or retires during the calendar year shall be eligible to receive a prorated share of compensatory days, as prorated over the entire calendar year, by payroll periods, based upon the last day employee actually works. The formula shall be as follows: 16 compensatory days divided by number of payroll periods in year times number of payroll periods worked. The number of payroll periods worked shall include any partial payroll period worked, even if only one day of the payroll period is worked. The number of days shall be rounded up if the calculation contains a decimal of .5 or above, and rounded down if below .5. (For example, an employee "eligible" for 16 compensatory days in 1993 works his/her last day on October 2, 1993. The calculation is: 16 days divided by 26 payroll periods = .615, times 20 periods worked = 12.3 days. This employee is entitled to receive 12 compensatory days for 1993).

SECTION VI. Pay Days

Police officers shall be paid their base wages bi-weekly every other Friday. An annual bi-weekly schedule of pay days shall be posted annually before each first pay day.

Overtime pay shall be paid with the next regular pay check following the period during which such overtime pay was earned, when possible.

Any error in a police officer's pay shall be corrected no later than the next pay period, when possible.

SECTION VII. Personal Service Records

Only those documents contained in an employee's personnel file that are considered by Indiana law to be "public records" shall be available for inspection by the public. However, the Mayor, members of the Bloomington Common Council, the Board of Public Safety and the Police Chief or his designee may inspect all documents in an employee's personnel file at any time.

Each police officer shall be given a copy of all additions to his personal service record at the time such additions are made.

Complaints investigated and found to be unfounded, exonerated, or those in which the officer was found not to be involved will be destroyed immediately or at a later time after the fact finding process, as the officer wishes, with no Police Department record maintained. Accused may be present for destruction if he desires. Sustained complaints will be retained in accordance with the procedures required by the Indiana Code, and subject to inspection by the public as contained therein. A sustained complaint for which discipline was administered may not be used against the officer by the Chief of Police for consideration for promotion, discipline,

or failure to improve more than three (3) years after the complaint.

SECTION VIII. Bereavement Leave

Upon the death of a member of an officer's immediate family (spouse, child, brother, sister, parent, stepparent, duly appointed legal guardian, duly appointed legal ward, or the parent, stepparent, legal guardian or ward of officer's spouse) the officer will be granted three (3) days of leave with pay.

Upon the death of an in-law or relative other than immediate family (grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, cousin, niece, nephew) the officer will be granted one (1) day leave with pay.

Bereavement leave as described in the preceding two paragraphs shall be granted at the officer's choice and request, unless extreme circumstances, including but not limited to civil emergency or manpower shortage, require rescheduling of such leave.

Additional leave in the above cases, or leave in connection with the death of other relatives, or friends, may be granted without pay at the discretion of the department head. Special circumstances may be approved with pay at the discretion of the department head.

SECTION IX. Late Policy

Any officer reporting to work after the assigned time but within thirty (30) minutes of the assigned time shall be deemed late unless it is an "excused" lateness. An officer may submit a written excuse for the lateness to the Chief of Police or his designee within twenty four (24) hours of such lateness. The Chief or his designee will review the circumstances and conditions

of such lateness and determine if such lateness should be deemed "excused". If the lateness is "excused", it shall not count toward the policy as expressed below.

Three (3) latenesses in a thirty (30) day period shall be grounds for disciplinary action of up to one (1) day suspension without pay. Five (5) latenesses in a one hundred eighty (180) day period shall be grounds for up to a three (3) day suspension without pay. Seven (7) latenesses within a two hundred seventy (270) day period shall be grounds for up to a five (5) day suspension without pay. Nine (9) latenesses within a three hundred sixty five (365) day period shall be grounds for a demotion or termination by the Board of Public Safety.

Any officer reporting to work more than thirty (30) minutes after the assigned time shall be subject to discipline pursuant to the Bloomington Police Department Rules and Regulations §13.2, "Absence From Duty Without Report."

SECTION X. Equipment and Clothing Allowance

A. The Police Department shall furnish the following equipment and clothing to each probationary officer:

3	Long Sleeve Shirts - Horace Small
3	Short Sleeve Shirts - Horace Small (BPD shoulder patch attached to left shoulder of shirts)
2	Navy Blue Clip on Ties
3	Trousers - Horace Small New Generation Wool Blend #7310
1	Navy Blue Stetson with chin strap, silver braid, and metal badge
1	Plastic rain cover for navy blue Stetson hat
1	Navy blue baseball cap #632
1	Navy blue ANR fur trooper cap
1	Raincoat - Rain Fair #2200-2656 reversible black/orange
1	Winter Coat - Horace Small #2309 Tac Tel Convertible

1	Jacket - Horace Small Recruit Safety First navy blue and orange reversible
1	Pair of Bates #42 Clarino low quarter or #53 Clarino Chuka style boot
1	Pair of Collar Insignia - 3/8 inch silver B.P.D.
1	Name Plate - silver #3 with black lettering
13	Buttons - silver "P" style
1	Whistle - silver with silver chain
1	Gun Belt - four (4) row double stitch black plain clarino leather
1	Duty Holster - Safariland security holster of plain black clarino leather
1	Magazine Case - Safariland plain black clarino leather
1	Handcuff Case - Plain black clarino leather with silver snaps
1	PR-24 Baton Holder - Plain black clarino leather with silver snaps
4	Belt Keepers - Plain black clarino leather with silver snaps
1	Flashlight Holder - Plain black clarino leather with silver
1	Baton - Monadnock PR-24 model STS
1	Pair Handcuffs - Peerless or Smith and Wesson Serial No. _____
2	15 Round Magazine clips for duty weapon
1	Flashlight - Maglite Model ML-4 Serial No. _____
1	Duty Pistol - Sig Sauer 9mm Model P226 Serial No. _____
1	Badge - #B741-H enamel with blue lettering Badge No. _____
1	Riot Helmet with carring bag No. _____
1	Security Key - for department doors No. _____
1	Portable Radio Serial No. _____
1	Portable Radio Holder
2	Ni-Cad Rechargeable Batteries
30	Rounds of duty ammunition
1	Bloomington Police Department Photo ID
1	Bloomington Police Department Gasoline Card
1	Bloomington Police Department Rules and Regulations and Board of Public Safety Standards Manual
1	Map of City
1	Book - Indiana Criminal Code Pocket Guide
1	Book - Indiana Motor Vehicle Laws
1	Locker No. _____ and Combination _____
5	Cloth Badge Patches
1	Protective Vest

Additional items of clothing and equipment not listed above shall not be required during the term of this contract except:

1. Changes in style or additional clothing or equipment mandated by the Department shall be paid for by the initial cost being borne by the City, with all maintenance, repair and upkeep to be borne by the individual officer.

2. If the Police Chief and members of the bargaining unit mutually agree on addition to or change in clothing or equipment during the term of this Agreement, the cost of initial purchase, maintenance, repair and upkeep shall be borne by the individual unit members.

B. The basic rate for Clothing and Equipment Allowance shall be one thousand one hundred fifty dollars ($1,150.00) for the years 1993 and 1994, and one thousand one hundred seventy five dollars ($1,175.00) for the years 1995 and 1996. Officers who elect not to enroll in the City's group medical insurance plan during open enrollment season, shall receive an additional $100.00 premium to their Clothing and Equipment Allowance in each year of non-enrollment.

The clothing allowance shall be paid in two equal payments, on or before the following dates:

June 15
December 15.

In consideration of this allowance employees agree to keep their uniforms and equipment in good repair and to replace all worn out clothing and equipment items as necessary.

SECTION XI. Private Vehicle Parking

While on duty officers shall be provided with parking in a designated area within three

blocks of the Police Department. If a permit is required, the cost will not exceed $10.00 per year.

SECTION XII. Meals and Breaks

Officers shall be entitled to a meal break and/or rest break for each shift worked not to exceed one (1) hour per regularly scheduled shift. Officers working a partial shift of less than four (4) hours shall not be entitled to a meal/rest break, and officers working an extended shift of four (4) or more additional hours shall be entitled to an additional half (1/2) hour for each four (4) hours worked. Meals/breaks will be taken at times acceptable to staff on duty and are subject to cancellation or interruption at staff discretion. However, if manpower shortages or emergency conditions preclude officer's breaks, staff will compensate time due, with break time at next opportunity.

SECTION XIII. Bulletin Boards

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

SECTION XIV. Shift Transfers

All shift transfers shall conform with the following procedures:

1. Between January 1 and January 15 of each year of this Agreement, a "bidding season" shall be open for each officer in the Bargaining Unit to submit a first and second choice

for shift assignment in the patrol division. Shift assignments will be determined based solely upon seniority, with the most senior members of the unit assigned to their preferred shifts first. Management retains the authority and responsibility for the determination of the required staffing level assigned to each shift. Shift assignments become effective on the first (1st) day of February of each year of this Agreement following the "bidding season". The most junior officers on the shift to which the transfer is made can be reassigned.

2. Officers assigned to the patrol division may not request, nor be granted an assignment to detective division or other position in the department solely on the basis of seniority. The "bidding season" described in paragraph one (1) shall apply to assignments only within the patrol division.

3. An officer in the detective division or other position within the department may return to the patrol division by:

a. Requesting transfer to patrol division if an opening exists in a shift; or

b. Requesting transfer to a desired shift during "bidding season" of each year of this Agreement.

4. Officers may agree to temporarily exchange shifts for full or partial days with the approval of their supervisors. Shift differential pay will not be altered unless the temporary exchange is in excess of one (1) month.

5. Officers may request a shift transfer outside of the "bidding season" for special circumstances such as medical or family needs. The officer must submit supportive documentation of the special circumstance, including the reasons the present assignment cannot reasonably be fulfilled. The Chief of Police shall

retain the final authority for such reassignment based upon special circumstances. The most junior officer on the requested shift shall be reassigned, and such reassignment shall not exceed ninety (90) days.

6. Shift assignments may be altered during this Agreement only by the procedures indicated in this section and by:

a. Agreement of the City and the Union; or

b. in the event of a civil emergency declared by the Mayor; or

c. by order of the Police Chief on a temporary basis (not to exceed ninety (90) days per year), due to a manpower shortage as expressed in writing to the Board of Safety. In the case of a declaration of civil emergency by the Mayor, or a temporary order by the Police Chief, officers shall be paid at current contractual rates of accumulation and pay for all time worked outside their regular schedule.

SECTION XV. Sickness/Injury/Pregnancy

Officers of the Department shall report sick only when they are suffering from an illness or injury which would prevent them from properly performing their assigned duties. Such report shall be made to the commanding officer at least one (1) hour prior to reporting time for each tour of duty.

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

The Chief of Police or Board of Public Safety may order a member to consult a

physician, psychiatrist or clinic regarding a physical or psychological condition or for the purpose of obtaining a second opinion. Cost of such diagnostic consultation and/or testing shall be borne by the Department. Cost of therapy and/or treatment shall be borne by the officer. Reports of diagnostic consultation and/or testing shall be submitted to the Chief or Board.

Officers shall be entitled to sick leave with full pay without limitation, subject to processing of medical disability pension status under current Indiana law. Additionally, the City will pay for the medical expenses of the officer in accordance with Indiana law at the time of the illness or injury. Such expenses will be paid by the City to the extent that such expenses are not reimbursed by the officer'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 officer was on the City's medical insurance plan.

A police officer who is pregnant shall be entitled to unlimited sick leave with full pay upon the recommendation of the police officer's physician that the officer is unable to perform the duties of a police officer due to pregnancy. Provided, however, the City shall have the option and authority to reassign the officer to other duties in the Department during the pregnancy, consistent with the recommendation of the police officer's physician that such reassignment will not jeopardize the health, safety and welfare of the police officer or unborn child.

SECTION XVI. Layoffs

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

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

Civilian personnel will not be hired as the result of a layoff to perform the duties of a police officer.

SECTION XVII. Duties of Police Officer

A police officer's duties shall be outlined in job descriptions maintained in the office of the Chief of Police and the City's personnel office. These files shall be accessible to the members of the bargaining unit during normal working hours of the Police Chief's Office and the City's Personnel Office.

SECTION XVIII. Strike Prohibition

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

SECTION XIX. Grievance Procedure

A grievance is defined to mean any difference that may arise between the parties or between the City and a police officer covered by this Agreement as to any matter involving interpretation, meaning, application or violation of the provisions of this contract. A grievant is defined as any police officer covered by this Agreement, or a group of police officers covered by this Agreement.

It shall first be the responsibility of the grievant to reduce the grievance into writing within fourteen (14) days after it arises and present it to the Chief.

If the grievance is not resolved after a period of fourteen (14) days after being presented to the Chief, the written grievance shall be presented to the Board of Public Safety. The Board of Public Safety shall recommend a remedy consistent with the terms of this Agreement.

If the matter is not resolved by the Board of Public Safety within fourteen (14) days to the satisfaction of the grievant, the matter may be submitted to the Mayor.

The Mayor shall meet with the grievant within fourteen (14) days of presentation of the grievance. The decision of the Mayor shall be final.

SECTION XX. Basic Salary Ordinance

Effective January 1, 1993, the salary rate for all employees in the bargaining unit shall increase one thousand two hundred dollars ($1,200.00).

Effective January 1, 1994, the salary rate for all employees in the bargaining unit shall increase one thousand two hundred dollars ($1,200.00).

Effective January 1, 1995, the salary rate for all employees in the bargaining unit shall increase one thousand two hundred fifty dollars ($1,250.00).

Effective January 1, 1996, the salary rate for all employees in the bargaining unit shall increase one thousand two hundred fifty dollars ($1,250.00).

SECTION XXI. Overtime Pay

Effective January 1, 1993, employees who work in excess of their regularly assigned

work week or regularly assigned work day schedule shall receive overtime pay at a rate of seventeen dollars ($17.00) per hour.

Effective January 1, 1994, employees who work in excess of their regularly assigned work week or regularly assigned work day schedule shall receive overtime pay at a rate of eighteen dollars ($18.00) per hour.

Effective January 1, 1995, employees who work in excess of their regularly assigned work week or regularly assigned work day schedule shall receive overtime pay at a rate of nineteen dollars ($19.00) per hour.

Effective January 1, 1996, employees who work in excess of their regularly assigned work week or regularly assigned work day schedule shall receive overtime pay at a rate of twenty dollars ($20.00) per hour.

When an employee is called in to work overtime or has mandatory extra duty, the employee shall be paid a minimum of one (1) hour overtime pay.

When an officer testifies pursuant to a subpoena issued on a duty-related matter, the officer shall be compensated at the above-stated rate for a minimum of one (1) hour. In the event the officer's court appearance is cancelled, the officer shall be compensated by one (1) hour of overtime pay, unless the officer received at least two (2) hours advance notice of the cancellation.

In the event a police officer is held over his regular work shift to work overtime, such officer shall receive regular overtime pay in increments of one-quarter (1/4) hour, which shall not be guaranteed a minimum of one (1) hour pay.

One quarter (1/4) hour payments shall be paid in the following increments: two to fifteen

(2-15) minutes equals 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.

SECTION XXII. Shift Differential

Employees regularly assigned to the afternoon shift, night shift, and high intensity patrol shall receive a shift differential throughout the term of this Agreement (1993 - 1996) as follows:

Afternoon Shift	$12.00 per week
Night Shift and High Intensity Patrol	$14.00 per week.

This premium shall be disbursed throughout the year by inclusion in the employee's regular paycheck.

SECTION XXIII. Step Pay

The present ten (10) step pay system will be incorporated into this Agreement. Senior Police Officers and Detective Sergeants have two additional steps, Step 11 and Step 12. The increment between each step for Senior Police Officers and Detective Sergeants is two hundred sixty dollars ($260.00). The step pay system for Officer First Class shall remain unchanged at one hundred dollars ($100.00) per step for a total of ten (10) steps.

Only merit raises outside of this Agreement will be made through the Chief and the Fraternal Order of Police President.

SECTION XXIV. Life Insurance

Effective January 1, 1993, the City will pay the total premium for life insurance coverage on each employee in the amount equal to $35,000.00. In addition, employees may purchase additional life insurance, utilizing the group rate, at their own expense.

SECTION XXV. Health Insurance

Throughout the term of this Agreement the City shall offer a group medical insurance plan. Each officer 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 officer who elects to participate in the City's group medical insurance plan shall receive a monthly contribution from the City effective for the following calendar year as follows:

$100.00 per month in each month of this contract.

Such contribution will be credited to the officer's insurance premium monthly, with the balance due on the premium deducted from the officer's bi-weekly pay checks.

Employees who retire 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 employee shall bear the entire cost of such participation, and the premium may be in excess of basic premium for employed members.

SECTION XXVI. Vacation

Police officers that have completed one year of employment and less than five continuous years of employment shall receive twelve (12) vacation days per year. Upon completion of the

employee's fifth continuous year of employment, until the completion of the employee's thirteenth continuous year of employment, employees shall receive one additional day of vacation for each year of service. Commencing again at the completion of the employee's seventeenth continuous year of employment, employees shall receive one additional day of vacation for each year of service. The maximum number of vacation days shall be determined by the number of years of employment. Vacation days shall not be prorated upon resignation or retirement.

SECTION XXVII. FOP Negotiation Time Off

During the term of this Agreement, subject to the approval of the Chief of Police, time away from duty when scheduled for duty will 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. Requests for time away from duty shall be submitted to the Chief of Police, and approval shall not be unreasonably withheld, up to a maximum of one hundred twenty-five (125) hours during the term of this Agreement. No more than two (2) union members will be extended time away from duty simultaneously.

Union members will not be compensated by the City for time spent on union business during an officer's off-duty time.

SECTION XXVIII. Hours of Employment

Non-supervisory sergeants and officers assigned to the Detective Division 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 will not be assigned to be "on-call" more than one

(1) Saturday and Sunday per month. Such non-supervisory sergeants and officers may choose either to work assigned special details as overtime, or to work assigned special details in lieu of regularly assigned hours.

Officers "on-call" may choose to be compensated with two (2) hours of overtime pay for a half weekend of "on-call" duty or four (4) hours of overtime pay for a full weekend of "on-call" duty, in addition to overtime pay for the actual hours called in. Half weekend of "on-call" shall mean from the time the last regularly assigned detective goes off-duty on Friday to Saturday midnight, or from Saturday midnight until the first regularly assigned detective goes on-duty Monday. In the alternative, officers may choose to receive a compensatory day off in lieu of "on-call" overtime pay. Such compensatory day must be scheduled and taken within two (2) weeks after the "on-call" assignment, subject to the scheduling approval of the Captain of Detective Division. Such approval shall not be unreasonably withheld. No officer shall be assigned on-call duty in excess of eight (8) weekends per calendar year.

Officers assigned to shift duty 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 will be announced by the Chief of Police no less than one (1) month prior to the beginning of the "bidding season" as referenced by Section XIV SHIFT TRANSFERS. Exceptions to shift hours as set in this contract will be high intensity patrol, bike patrol, and any shift manned exclusively by volunteers.

SECTION XXIX. Rights of Employees

The rights of an officer during an internal investigation will be governed by the penalty if the charge is sustained. Rights will be on two (2) levels to allow administrative latitude during minor or shift level discipline.

For purposes of clarification officer's rights will be specified as follows: Level I for procedural or rules violations which would carry if sustained a penalty of no greater severity than loss of five (5) days pay, or a longer period if so specified by the Board of Public Safety Standards in effect at the time of the alleged violation.

Level II for any violation of rules, procedures or law which could individually or collectively result in a penalty greater than the loss of five (5) days pay, or a longer period if so specified by the Board of Public Safety Standards in effect at the time of the alleged violation.

It shall be the responsibility of any officer herein referred to as "investigator" to inform any officer herein referred to as "accused" of each and all of the following rights prior to any interrogation of that officer.

A. Rights of Employees During Level II Investigation.

1. Accused shall only be required to respond in written or verbal form when a signed written complaint has been filed against him and he has been notified thereof.

A. The formal complaint shall be in writing and signed by the person making the allegation. It shall set forth a concise statement of facts known at the time of the complaint. It shall include the date, time and location of the occurrence as well as a physical description of the accused when possible.

B. A copy of the entire complaint shall be presented to the accused at least eight (8) hours prior to any required statement from or interrogation of the accused.

2. If prior to or at any time during the interrogation it is determined that the accused will be or possibly could be charged with a criminal offense he will immediately be advised of that possibility and advised of his rights under the Miranda decision.

3. Interrogation will be conducted in the training room of the Bloomington Police Department or at any other mutually agreed upon location.

4. Interrogation shall begin within twenty four (24) hours of the accused's receipt of written complaint unless mutually agreed upon. When possible interrogation shall be conducted when the accused is on duty.

5. Each session of interrogation will 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 will not be exceeded unless mutually agreed upon.

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

7. All interrogations shall be recorded by the investigator and a transcript furnished to the accused prior to subsequent interrogation.

8. During the interrogation the accused shall be entitled to an FOP representative of his choice present and shall be entitled to record the interrogation. Additionally, if the investigator chooses to have an attorney present the accused may be entitled to have an FOP attorney or attorney of his choice.

A. At no time will the number of interrogators exceed three (3), the identity of

which will be known to the accused a minimum of four (4) hours prior to interrogation.

B. At no time will the accused be allowed more than one (1) advisor present, the identity of whom will be known to the investigator a minimum of four (4) hours prior to interrogation. In the event of unavailability of either the requested FOP representative or FOP attorney a delay of no more than twenty four (24) hours will be allowed.

C. An FOP representative or attorney who impedes or disrupts the interrogation will receive two (2) warnings, he then shall forfeit his position of representation. Accused shall be entitled to choose another representative or attorney prior to his next interrogation session, again with four (4) hours minimum notice to interrogators.

9. It shall not be mandatory for any member of the immediate family of the accused to give a statement to the investigator. Prior to requesting any member of the immediate family of the accused to give a statement the accused shall be given eight (8) hours notice.

10. The accused 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 innocence unless:

A. All other avenues of investigation have been utilized; and

B. Examiner is not an investigator in the allegation under investigation.

11. Blood, breath and urine tests for controlled substances are mandatory for an accused who is suspected of being under the influence of alcohol or any drug while on duty or acting in

his official capacity as a police officer.

12. It shall not be mandatory for the accused to appear in a police line-up on any administrative investigation.

13. Complaints investigated and then found to be unfounded, proper conduct, policy failure, or insufficient evidence, may be destroyed immediately or at a later time after the fact finding process, as the officer wishes, with no Police Department record maintained. Accused may be present for destruction if he desired. Sustained complaints will be retained in accordance with the procedures required by the Indiana Code, and subject to inspection by the public as contained therein.

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

15. During his off-duty hours and while not in uniform a law enforcement officer shall be permitted to engage in such political activities as are not prohibited by law.

16. Unfounded, proper conduct, or policy failure, or insufficient evidence complaint resolution will result in the accused being reimbursed at the current contractual overtime or unscheduled duty pay rate for any time he had mandatory appearance before boards or investigators.

17. Any or all of the items of a Level II investigation may be waived by mutual agreement of accused and investigator.

B. Rights of Employees During Level I Investigation.

1. Level I investigations will be conducted when the accused is on regular duty, when possible.

2. Accused shall be interviewed if deemed necessary regarding Level 1 violations by no more than two (2) staff officers. Staff officers are those officers of the ranks of Sergeant and above.

3. No less than two (2) hours prior to the interview the officer will be advised of the charge or allegation, the interviewing supervisors, the potential penalty and given an opportunity to request witnesses he feels pertinent to the investigation to be present.

4. If during the interrogation the supervisor feels the charge may be of Level II importance, the accused will be at that time advised, the interrogation ceased and all Level II rights will be advised of at that period.

5. The officer being investigated will be given the opportunity to have an FOP Representative present during the interrogations(s). An FOP Representative who impedes or disrupts the interrogation will receive one (1) warning, and any subsequent warning shall result in his forfeiting his position of representation. Accused shall be entitled to choose another representative prior to his/her next interrogation session.

6. The investigating staff officer will forward a report to the Chief of Police. The Chief will either furnish the officer with a status report, or a dispositon, within three days after the interrogation. Upon completion of investigation, the Chief will then determine the matter as one of the following dispositions:

a. Proper Conduct
b. Unfounded

c. Policy Failure
d. Insufficient Evidence
e. Improper Conduct

7. Complaints investigated and then found to be unfounded, proper conduct, policy failure, or insufficient evidence may be destroyed immediately after the fact finding process, as the officer wishes, with no Police Department record maintained. Accused may be present for destruction if he desires. Sustained complaints will be retained in accordance with the procedures required by the Indiana Code, and subject to inspection by the public as contained therein.

8. An officer disciplined under the authority of the Chief of Police shall have the right to appeal the action to the Board of Public Safety in writing if such discipline consisted of a written reprimand, forfeiture of leave time, extra duty, or suspension without pay. Such appeal and request for review to the Board of Public Safety must be made by the officer within forty-eight (48) hours after receiving notice of the reprimand or suspension.

C. Additional Employee Rights.

An officer will not be compelled to speak or testify before, or be questioned by any non-governmental agency or individual. This right shall in no way limit the authority of the Department, Board of Public Safety, or other City official to conduct an investigation or hearing.

SECTION XXX. Negotiation Schedule

In accordance with Bloomington Municipal Code 2.32, the parties shall meet at mutually agreeable times in 1996 in order to negotiate a collective bargaining agreement to take effect

January 1, 1997.

This Collective Bargaining Agreement constitutes a complete agreement as to all bargainable issues, effective January 1, 1993, through December 31, 1996.

TOMILEA ALLISON, Mayor
CITY OF BLOOMINGTON

ROBERT NEELY, President
FRATERNAL ORDER OF POLICE, LODGE 88

PAM SERVICE, President
BLOOMINGTON COMMON COUNCIL