Passed: 9-0

RESOLUTION 96-18

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, MONROE COUNTY, 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 29 day of July, 1996.

JIM SHERMAN, President
Bloomington Common Council

SIGNED and APPROVED by me upon this 29 day of July, 1996.

JOHN FERNANDEZ, Mayor
City of Bloomington

ATTEST:

PATRICIA WILLIAMS, Clerk
City of Bloomington

SYNOPSIS

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

Signed copies to:
Legal
BPD / Chief Kennedy
Controller

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 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 two (2) year settlement of all bargainable issues, as defined in Bloomington Municipal Code § 2.32, and following, for calendar years 1997 and 1998. 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 (1997 and 1998) by the Civil City of Bloomington of no less than six hundred thousand dollars ($600,000.00) 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 (1997 and 1998) 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 (1996 and 1997) 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 (1997 and 1998) by the City of Bloomington of no less than four million five hundred thousand dollars ($4,500,000.00) 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."

(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 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 the Bloomington Municipal Code Section 2.32. The results of the committee deliberations shall be in the form of a recommendation forwarded to

the chief of police. The chief shall have thirty (30) days to forward the recommendation to the board of public safety along with his/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 of public safety along with any comments, pro or con, from committee members.

SECTION V. Benefit Time

Unit members will receive Benefit Time by the following formula:

Members who have completed one year of employment shall receive twenty-eight (28) work days off per year. One additional work day per year shall be added at the completion of five (5) through thirteen (13) years, with accumulation beginning again at the completion of year seventeen (17), and continuing throughout employment at the rate of one (1) additional work day off per year at each anniversary.

Work days are eight and one-half (8 ½) hours for members assigned to Uniform Division and eight (8) hours for members assigned to Detective or Administration duty. Benefit Time may be taken in two (2) hour increments, subject to staff approval, which will not be arbitrarily withheld.

No accumulated Benefit Time may be carried over into the next year.

SECTION VI. Benefit Time Buy-Back

A bargaining unit member may opt to sell Benefit Time back to the City at a buy-back rate of $100.00 dollars per day according to the following schedule:

In 1997 and 1998: 6 Benefit Time days per calendar year.

In addition, any bargaining unit member who resigns or retires shall be eligible to receive a credit for earned benefit time prorated over the entire year by payroll periods and based upon the last day the employee is actually present and working. For the purposes of benefit time credit, 16 of the benefit time days are considered to be subject to proration. The formula follows: 16 benefit time 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 28 benefit time days in 1997 works his/her last day on October 2, 1997. 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 benefit time days for 1997).

SECTION VII. Pay Days

Employees 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 an employee's pay shall be corrected no later than the next pay period.

SECTION VIII. Personnel Service Records

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

Complaints determined to be unfounded or those in which the employee was found not to be involved or is exonerated will not be placed in the personnel file or any other departmental file. Sustained complaints will be retained in accordance with state law.

Adverse personnel actions may not be considered by the department beyond three years from date of the personnel action.

SECTION IX. Bereavement Leave

Upon the death of an officer's spouse, child, brother, sister, parent, stepparent, duly appointed legal guardian, duly appointed legal ward, or the parent, stepparent, legal guardian or ward of an 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, or nephew), the officer will be granted one (1) day leave with pay.

Bereavement leave shall be granted at the officer's 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 with pay at the discretion of the department head, by using vacation days or holiday leave. Special circumstances may be approved without pay at the discretion of the department head.

SECTION X. Clothing and Uniform Allowance

A basic departmental uniform, clothing, and accessory issue shall be established by general order. This initial issue shall be at the City's expense. All maintenance, repair, replacement, cleaning and upkeep of said items is to be borne by the individual officer except for the following items (which remain the property of the department):

1. helmet
2. gas mask (if issued)
3. firearm, magazines and duty ammunition
4. handcuffs; 1 pair w/2 keys
5. portable radio and batteries
6. shield, badge, shoulder patches and collar brass
7. identification
8. protective vest (if issued); and
9. defensive weapons, unless damage is due to individual negligence or misuse.

Changes in style or additional clothing or equipment mandated by the Department shall be furnished at City expense. Maintenance, repair, cleaning and upkeep shall be an employee expense.

An annual allowance to defray the costs of the replacement purchase, maintenance, etc. of the officer's uniform and equipment in the amount of One Thousand One Hundred Seventy-Five Dollars ($1,175.00) shall be provided by the City to each officer after the first full year of employment and annually thereafter. 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. This allowance shall be paid in two equal installments on or before June 15 and December 15.

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. Meal and Rest Breaks

Employees are entitled to meal and rest breaks for a period not to exceed one hour for each eight hour shift worked. Work periods of less than four hours do not entitle the employee to a break. Extended work periods of 12 or more hours entitle the employee to an additional half (½) hour break for each four-hour period in excess of eight.

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

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 December 1 and December 15 for each year affected by this Agreement, a "bidding season" shall be open for each member in the Bargaining Unit to submit their 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 January 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. 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.

4. 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.

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. The Chief or a designee of the Chief may offer a Senior Assignment shift differential to officers who are entitled to a shift bid seniority preference in exchange for another shift assignment that management perceives to be in the best interest of the department. The offer shall only apply to officers who are entitled to their first "choice"

preference and shall be made to the officer in the presence of a labor representative. The duration of a Senior Assignment shall be for three (3) months and may be extended for that period of time upon mutual agreement of the Chief or designee and the officer. The Senior Assignment shift differential shall be in addition to any other applicable shift differential. (See Section XXII) Officers may elect to accept the offer for the Senior Assignment shift differential and be assigned to another shift or to remain on their preferred shift. Officers who have accepted the offer for the Senior Assignment may, at the conclusion of the three (3) month assignment or any increment thereof, elect to return to their preferred shift.

7. 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 consecutive (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, 1997, the base salary rate for Officer 1st Class and Senior Police Officer shall increase three and a quarter percent (3.25%) and shall be as follows:

Officer 1st Class	$31,801
Senior Police Officer	$32,214

Effective January 1, 1998, the base salary rate for Officer 1st Class and Senior Police Officer shall increase three and four tenths percent (3.4%) and shall be as follows:

Officer 1st Class	$32,882
Senior Police Officer	$33,309

SECTION XXI. Overtime Pay

Effective January 1, 1997, 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-one dollars ($21.00) per hour.

Effective January 1, 1998, 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-two dollars ($22.00) 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 and one half (1.5) hours 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 and one-half (1.5) hours. In the event the officer's court appearance is canceled, the officer shall be compensated

by one and one half (1.5) hours 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 and one-half (1.5) hours 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 (½) 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 (1997-1998) as follows:

Afternoon shift	$13.00 per week
Night Shift and High Intensity Patrol	$15.00 per week

Employees who are entitled to shift bid seniority preference, but voluntarily accept another regular shift assignment that management perceives to be in the best interest of the department shall receive an additional shift differential throughout the term of this Agreement as follows:

Senior Assignment	$25.00 per week

These premiums shall be disbursed throughout the year by inclusion in the employee's regular paycheck.

SECTION XXIII. Unit Pay Plan

For Officer 1st Class and Senior Police Officer:

1 unit = $100.00

Longevity:
1 year = 1 unit
Maximum of 30 units

Training:
20 hours per year = 1 unit

Training must be completed during the year for credit on next year's pay. Credit for training is not cumulative. In order to qualify for credit, any training must be approved by the Chief in advance of the training.

Professional and Command Classifications:

Professional pay is divided into two (2) levels.

Category 1 = Training Instructor, School Liaison Officer, Field Training Officer, CIRT Officer, Hostage Negotiator, Breath Analyzer, Canine Officer, Bike Patrol, Dive Team, Narcotics Officer.

Category 2 = Detective

Category 1 - 5 units

Category 2 - 7 units

Any officer may hold and be compensated for multiple certifications; however, the total number of certifications allowed for payment shall be to a maximum departmental total as follows:

Breath Analyzer - Each officer may hold this certification.

Training Instructor - 6

School Liaison Officer - 4

Field Training Officer - A minimum of 5, but not to be less than the number of trainees on the force at any one time.

CIRT Officer - 5

Hostage Negotiator - 3

Canine Officer - 1

Bike Patrol - 6

Dive Team - 1

Narcotics Officer - 2

Employee must maintain and/or hold classification to keep units and associated pay.

Education:

Education pay divided into three (3) levels.

2 year degree = 6 units

4 year degree = 12 units

Masters, Law, or Doctorate degree = 16 units

Other:

Maximum of 40 units total.

PERF pay based on OFC + 20 units.

SECTION XXIV. Life Insurance

Effective January 1, 1997, the City will pay the total premium for life insurance on each employee in the amount equal to $35,000 or $70,000 in the event of accidental death. In addition, employees may purchase additional life instance, 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 being 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.

Should an officer die accidentally, any survivors who had 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 will pay the premium(s) for up to six (6) months after the officer's death.

SECTION XXVI. 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 eighty (80) 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 XXVII. Hours of Employment

Current 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.

Any non-supervisory sergeants and officers assigned as a Detective after the effective date of this contract may be assigned a shift as determined by the Chief. Such non-supervisory sergeants and officers assigned to the detective division at the effective date of this contract may continue said assignment, subject to their right to elect to return to the patrol division as in Section XIV.

Officers "on-call" may choose to be compensated with two (2) hours of overtime pay for a single day 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 XXVIII. 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 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. Any further disruption shall forfeit the 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 the 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 I 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 felt 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 interrogation(s). An FOP Representative who impedes or disrupts the interrogation will receive one (1) warning, and any subsequent warning shall result in the forfeiting of the 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 disposition, 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 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.

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 XXIX. Interdepartmental Transfer

The City of Bloomington values the public service provided by employees. Effective January 1, 1997, transfer from the Police Department to a civilian position or the Fire Department shall be as follows:

Any accumulated benefit time shall be taken before transfer from the department or paid to the employee.

The employee will receive and accumulate vacation days based on one-half of the employee's respective years of service, as applied to either the Fire Department's or Civil City's vacation schedule. As an example, if the employee has 20 years of service with the Police Department, he or she will receive the same number of vacation days as an employee with 10 years of service with the Fire Department or Civil City.

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 may be taken during the first six months of employment in the new position.

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

The employee 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 XXX. Negotiation Schedule

In accordance with Bloomington Municipal Code Section 2.32, the parties shall meet at mutually agreeable times in 1998 in order to negotiate a collective bargaining agreement to take effect January 1, 1999.

This Collective Bargaining Agreement constitutes a complete agreement as to all bargainable issues, effective January 1, 1997 through December 31, 1998.

John Fernandez, Mayor
CITY OF BLOOMINGTON

David Cobb, President
FRATERNAL ORDER OF POLICE, LODGE 88

Jim Sherman, President
BLOOMINGTON COMMON COUNCIL

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