posted 9-0

RESOLUTION 11-03

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 is attached and made a part of this resolution.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 16th day of FEBRUARY, 2011.

SUSAN SANDBERG, President
Bloomington Common Council

SIGNED and APPROVED by me upon this 20th day of FEBRUARY, 2011.

MARK KRUZAN, Mayor
City of Bloomington

ATTEST:

REGINA MOORE, Clerk
City of Bloomington

SYNOPSIS

This resolution approves and authorizes the execution of a four-year Collective Bargaining Agreement for the years 2011, 2012, 2013 and 2014 between the City of Bloomington and the Fraternal Order of Police Lodge 88.

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

TABLE OF CONTENTS

		Page
INTRODUCTION		
SECTION I.	Terms and Conditions of Agreement	1
SECTION II.	Recognition	3
SECTION III.	Management Rights	3
SECTION IV.	Labor-Management Committee	4
SECTION V.	Benefit Time	4
SECTION VI.	Benefit Time Buy Back	6
SECTION VII.	Pay Days	6
SECTION VIII.	Personnel Service Records	7
SECTION IX.	Bereavement Leave	7
SECTION X.	Clothing and Uniform Allowance	8
SECTION XI.	Private Vehicle Parking	9
SECTION XII.	Meals and Rest Breaks	9
SECTION XIII.	Bulletin Boards	10
SECTION XIV.	Shift Transfers	10
SECTION XV.	Sickness/Injury	12
SECTION XVI.	Layoffs	14
SECTION XVII.	Duties of Police Officer	14
SECTION XVIII.	Strike Prohibition	14
SECTION XIX.	Grievance Procedure	14
SECTION XX.	Basic Salary Ordinance	15

SECTION XXI. Overtime Pay 16

SECTION XXII. Shift Differential 17

SECTION XXIII. Unit Pay Plan 18

SECTION XXIV. Life Insurance 19

SECTION XXV. Health Insurance 19

SECTION XXVI. FOP Negotiation Time Off 20

SECTION XXVII. Hours of Employment 21

SECTION XXVIII. Rights of Employees 23

A. Rights of Employees During Level II Investigation 24

B. Rights of Employees during Level I Investigation 27

C. Additional Employee Rights 29

SECTION XXIX. Interdepartmental Transfer 29

SECTION XXX. Negotiation Schedule 30

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

This Agreement is entered into by and between the City of Bloomington, Indiana (hereafter "City") and Don Owens Memorial Lodge 88, Fraternal Order of Police, Inc. (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 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 contract which will provide an orderly, equitable and binding 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 2011, 2012, 2013 and 2014. 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 by the Civil City of Bloomington of no less than one million, two-hundred thousand dollars ($1,200,000.00) from the Utility Department of the City of Bloomington in satisfaction of what is commonly known as the "Interdepartmental Agreement."

(2) The City of Bloomington 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 2011) 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 by the City of Bloomington 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."

(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) vacation days (also referred to as "benefit time") per year. One additional vacation day per year shall be added at the completion of year five (5) through year twenty-six (26). Vacation days under this section shall not exceed fifty (50) days per calendar year.

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 subject to staff approval which will not be arbitrarily withheld. The minimum amount of benefit time 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 in increments of fifteen (15) minutes.

No accumulated Benefit Time may be carried over into the next 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 pro-ration. The formula is as 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 2011 works his/her last day on October 2, 2011. 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 prorated benefit days and the 12 benefit days not subject to pro-ration for 2011).

SECTION VI. Benefit Time Buy-Back and Bank

Throughout the term of this Agreement, a bargaining unit member may opt to sell Benefit Time back to the City at a buy-back rate as follows:

2011 – 2012 – One hundred seventy-five dollars ($175.00) per day

2013 – 2014 – Two hundred dollars ($200.00) per day

A maximum of ten (10) vacation days per calendar year may be sold back by each member of the unit.

A bargaining unit member may request that a benefit bank be established for a qualifying event under the Family Medical Leave Act (FMLA). Eligibility shall be determined by the Employee Services Department and the member shall be required to utilize one-half (1/2) of their benefit leave before utilizing donated leave. Each member of the bargaining unit may donate a maximum of six (6) benefit days per calendar year to a benefit bank in lieu of selling days back to the City.

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 (3) years from date of the personnel action.

SECTION IX. Bereavement Leave

Upon the death in an officer's immediate family (spouse, registered domestic partner, child, brother, sister, parent, parent of spouse, the parent or child of domestic partner, grandparent, grandchild, or step equivalents thereof) the officer will be granted three (3) days of leave with pay.

Upon the death of a relative other than immediate family (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 Chief of Police, by using benefit time. Special circumstances may be approved without pay at the discretion of the Chief of Police.

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
7. identification
8. 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 Six Hundred Dollars ($1,600.00) shall be provided by the City to each officer after the first full year of employment and annually thereafter. This allowance shall be paid in two (2) 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 (3) blocks of the Police Department. If a permit is required, the cost will not exceed Ten Dollars $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 (1) hour for each eight (8) hour shift worked. Work periods of less than four (4) hours do not entitle the employee to a break. Extended work periods of twelve (12) or more hours entitle the employee to an additional half (½) hour break for each four (4) hour period in excess of eight (8) hours.

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 discretion.

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, second and third 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, with the approval of the Chief, the approval which shall not be unreasonably withheld, may return to the patrol division by:

a. Requesting transfer to patrol division; or

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

5. Officers and detectives may request a shift transfer outside of the "bidding season" for special circumstances such as medical or family needs. The officer or detective 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 (90) consecutive days per year), due to a manpower shortage as expressed in writing to the Board of Public Safety and the Union. 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

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 unable to perform his or her full duties due to temporary medical limitations documented by the officer's physician and provided to the Chief of Police as indicated herein, may be assigned to other duties in the Department, at the discretion of the Chief of Police or his/her designee, so long as the reassignment is 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.

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 Human Resources Department. 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 Human Resources Department.

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, 2011, the City (Employer) shall contribute four percent (4%) of the salary of a fully paid officer first class to the Public Employees Retirement Fund on behalf of each fund member (Employee) throughout the term of this contract. These contributions are permitted under the authority of Indiana Code § 36-8-8-8.

Effective January 1, 2011, the base salary rate of all police officers subject to this Agreement shall increase one and one-half percent (1.5%) and be as follows:

Officer 1st Class	$46,995.00
Senior Police Officer	$49,294.00

Effective January 1, 2012, the base salary rate of all police officers subject to this Agreement shall increase one and one-half (1.5%) and shall be as follows:

Officer 1st Class	$47,700.00
Senior Police Officer	$50,033.00

Effective January 1, 2013, the base salary rate of all police officers subject to this Agreement shall increase three percent (3.0%) and shall be as follows:

Officer 1st Class	$49,131.00
Senior Police Officer	$51,534.00

Effective January 1, 2014, the base salary rate of all police officers subject to this Agreement shall increase three percent (3.0%) and shall be as follows:

Officer 1st Class	$50,605.00
Senior Police Officer	$53,080.00

SECTION XXI. Overtime Pay

Throughout the term of this Agreement, employees who work in excess of their regularly assigned work week or regularly assigned work day schedule shall receive overtime pay at a rate as follows:

2011 through 2012 – Thirty-three dollars ($33.00) per hour.

2013 through 2014 – Thirty-five dollars ($35.00) per hour.

When an employee is called in to work overtime or has mandatory extra duty, the employee shall be paid a minimum of two (2) 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 two (2) hours. In the event the officer's court appearance is canceled, the officer shall be compensated by two (2) 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 two (2) 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 as follows:

Afternoon Shift	$16.00 per week
Night Shift and High Intensity Patrol	$20.00 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	$30.00 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 three (3) levels.

Category 1 = School Liaison Officer, Training Instructor, CIRT Officer, Hostage Negotiator, Breath Analyzer, Canine Officer, Bike Patrol, Dive Team, Motorcycle Patrol, Civil Disturbance Unit, Accident Reconstructionist, Honor Guard, and Drug Recognition Expert (DRE).

Category 2 = Field Training Officer (FTO)

Category 3 = Detectives

Category 1 - 5 units

Category 2 - 7 units

Category 3 – 14 units

An officer may hold and be compensated for multiple certifications.

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

Officers may not perform the duties of a professional classification on a temporary or part-time basis without compensation per the guidelines of this Section.

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

Employee will be paid for a maximum of forty-eight (48) units.

PERF pay is based on the salary of an Officer First Class + 20 units.

SECTION XXIV. Life Insurance

Effective January 1, 2011, the City will pay the total premium for life insurance on each employee in the amount equal to $50,000 or $100,000 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 in accordance with the group medical insurance plan provision for City employees. The amount contributed by the City shall not be reduced during the term of this Agreement below the level established for the year immediately preceding the effective date of this agreement. Such contribution will be credited to the officer's insurance premium monthly, with the balance being deducted from the officer's bi-weekly pay checks. At no time during the term of this Agreement shall an officer be charged a higher employee contribution than the contribution paid by other City employees.

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. <u>FOP Negotiation Time Off</u>

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, except that union members may be compensated, subject to the approval of the Chief of Police, for off-duty attendance at training or seminars regarding collective bargaining and/or negotiation strategy. Such time shall be counted toward the one hundred twenty-five (125) hour maximum established in the previous paragraph. Such compensation shall be compensatory time at straight time, unless the Chief of Police approves a union member's request for contractual overtime pay in lieu of compensatory time off.

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 January 1, 1997 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 pursuant to Section XIV of this Agreement.

Detective Officers 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 the time the last regularly assigned detective goes off-duty on Friday to the following Friday at 8:00 a.m. In the alternative, detectives may choose to receive a compensatory day off in lieu of "on-call" overtime pay. Such compensatory day must be scheduled and taken within four (4) weeks after the "on-call" assignment, subject to the scheduling approval of the Lieutenant of the Detective Division. Such approval shall not be unreasonably withheld. No detective shall be assigned on-call duty in excess of eight (8) weeks per calendar year.

Officers assigned to Uniform 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. Exceptions to shift

hours as set in this contract will be high intensity patrol, bike patrol and motorcycle patrol. Every effort will be made to ensure that shifts manned exclusively by volunteers other than those that currently exist (i.e., high intensity patrol, motorcycle patrol and bike patrol) will be staffed in such a manner that shift bids by seniority will not be compromised. In the event any additional shifts are deemed necessary by the Chief of Police, said shifts shall not be added without consultation with and approval by the Labor Management Committee. In the event that no consensus can be reached by the Labor Management Committee on the addition of said shift(s), the issue will be forwarded to the Board of Public Safety for final resolution.

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, the investigator and the accused shall be entitled to have an attorney present.

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 two (2) advisors present as described in this Section XXVIII, Subsection 8, the identity of which 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 (3)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.

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

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. 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 (1/2) 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 twenty (20) years of service with the Police Department, he or she will receive the same number of vacation days as an employee with ten (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 (6) 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 2014 in order to negotiate a collective bargaining agreement to take effect January 1, 2015. In the event that a new agreement is not reached before December 31, 2014, then the terms and provisions of this Agreement shall nonetheless remain in full force and effect until an agreement on a new contract is reached; provided, however, the terms and the conditions of the agreement shall not be extended for more than one year from the expiration of this Agreement.

This Collective Bargaining Agreement constitutes a complete agreement as to all bargainable issues, effective January _____, 2011, through December 31, 2014.

Mark Kruzan, Mayor
City of Bloomington

Marty Deckard, President
Fraternal Order of Police, Lodge 88

Susan Sandberg, President
Bloomington Common Council

Reviewed and approved.

Kevin R. Robling
Corporation Counsel and Chief of Staff
City of Bloomington