

RESOLUTION 84-28

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 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.

Dated this 28 day of November, 1984.

Patricia J. Gross
Patricia Gross, President
Bloomington Common Council
Patrick J. Murphy, President
ProTem

ATTEST: Patricia Williams
Patricia Williams, City Clerk

Tomilea Allison
Tomilea Allison, Mayor
City of Bloomington

SYNOPSIS

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

11/30/84 Signed copies:

1. Police
2. Mayor
3. Legal
4. Controller
5. Personnel

COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into on the _____ day of _____, 1984 between the City of Bloomington, Indiana (hereafter "City") and Fraternal Order of Police Lodge 88 (hereafter "Lodge").

The City and the Lodge 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 Lodge and improve police protection for the citizens of the City. Understandings reached should be incorporated into a written contract which will set forth the respective rights and obligations of both the City and the Lodge 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:

RECOGNITION

The City recognizes the Lodge as the sole and exclusive bargaining representative for all Non-Supervisory Sergeants, Senior Police Officers, First Class Police Officers or any other designation below the rank of Supervisory Sergeant with the exclusion of Probationary Officers.

The City shall not enter into any oral or written agreement with the police officers covered under this contract either individually or collectively or with any other organization

acting on behalf of such police officers for the duration of this Agreement.

SECTION 2:

HOLIDAYS

Unit members' regular work week may include legal holidays. Unit members scheduled to work on holidays shall work on the holiday, unless they are schedule not to work. Such scheduling shall be done with the permission of the unit member's supervisor. All unit members 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. Unit members will not usually be assigned holiday time off during their regular work schedule.

SECTION 3:

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 4:

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.

SECTION 5:

BEREAVEMENT LEAVE

If there is a death in the immediate family (spouse, child, brother, sister, parent or parent of spouse) necessary time off for the attendance of funeral matters will be approved with pay providing the total absence does not exceed three (3) work days. In case of inlaws or relatives other than immediate family (grandparents, grandchild, brother-in-law, sister-in-law, aunt, uncle or cousin, niece or nephew) absence with pay will be approved providing the total absence does not exceed one (1) work day.

Any other absence in connection with funerals or other relatives or friends shall be excused without pay at the discretion of the department head.

1 Tuffy Jacket
1 Recruit Jacket
1 Pair Shoes
13 Buttons
1 Set B.P.D. Collar Brass
1 Name Plate
1 Pair Handcuffs
2 Handcuff Keys
1 Hat Complete (Sheriff's style hat with silver acorns braid)
8 Shoulder patches
1 Gun Belt
1 Duty Holster
1 Cuff Case
1 Loop Loader
4 Keepers
1 Whistle and Chain
1 Reversible Raincoat
2 Ties
3 Pairs Trousers
3 Long Sleeve Shirts
3 Short Sleeve Shirts
1 Gun
1 Bloomington Police Department Rules and Regulations Manual
1 Portable Radio, Holder and Two (2) Batteries
1 Badge
1 Hat Emblem
3 Police Badge Emblems
1 Rain Cover for Sheriff's Style Hat
1 Baseball Cap
1 Flashlight
1 Police Employee ID Card

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

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

the individual unit members.

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

SECTION 8:

PRIVATE VEHICLE PARKING

While on duty officers shall continue to receive either:

1. Free parking in a designated area within three blocks of the Police Department, or

2. City parking permits at a cost not to exceed \$10.00 per year.

SECTION 9:

MEALS AND BREAKS

Officers shall be entitled to a meal break and/or rest break each shift not to exceed one (1) hour per day. 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 attempt to compensate time due.

SECTION 10:

BULLETIN BOARDS

FOP shall have access to all bulletin boards within the Police Department for information from either Lodge Executive Board or the Bargaining Committee.

SECTION II:

SHIFT TRANSFERS

All shift transfers shall conform with the following procedures:

1. A written request must be submitted to the officer's present shift commander stating the desired shift and the reason for the transfer.

2. The request for transfer will be forwarded to the Chief of Police for consideration at the next Advisory Board meeting.

3. The Advisory Board will contact the appropriate staff members of the affected shifts for their recommendation.

4. Transfers will be made on the basis of seniority determined by the officer's hire date. If more than one (1) officer having the same hire date requests a transfer the deciding factor shall be determined by the job performance evaluation.

5. Requests due to special reasons such as medical or family needs will be considered. The officer should submit supportive documentation stating the problem and why he cannot solve the problem while on his present watch.

6. Two (2) officers desiring a shift exchange must remain on the new shift for a minimum of six (6) months before another request will be considered.

7. Any officer that receives a transfer must remain on the new shift for a minimum of six (6) months before another request will be considered.

8. The recommendation of the Advisory Board shall be forwarded to the Chief of Police.

9. The decision of the Chief of Police shall be final.

10. The Police Chief has the discretion to transfer officers without requests from affected officers.

SECTION 12:

SICKNESS OR INJURY

Officers of the department shall report sick only when they are suffering from an illness or sickness 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.

Illness 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, Advisory Board, or Board of Public Safety may order a member to consult a physician, psychiatrist or clinic regarding a physical or psychological condition. 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.

SECTION 13:

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.

SECTION 14:

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.

SECTION 15:

STRIKE PROHIBITION

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

SECTION 16:

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.

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 17:

BASIC SALARY ORDINANCE

Effective January 1, 1985, all members of the unit shall receive a salary increase of \$900.00 (nine hundred) per year..

Effective January 1, 1986, all members of the unit shall receive a salary increase of \$1,000.00 (one thousand) per year.

Effective January 1, 1987, all members of the unit shall receive a salary increase of \$1,100.00 (one thousand one hundred) per year.

Effective January 1, 1988, all members of the unit shall receive a salary increase of \$1,200.00 (one thousand two hundred) per year.

SECTION 18:

OVERTIME PAY

Effective January 1, 1985, all employees in the unit who work in excess of their regularly assigned work week or regularly assigned work day schedule shall receive overtime pay at a rate of \$12.00 (twelve dollars) per hour.

Effective January 1, 1986, all employees in the unit who work in excess of their regularly assigned work week or regularly assigned work day schedule shall receive overtime pay at a rate of \$12.00 (twelve dollars) per hour.

Effective January 1, 1987, all employees in the unit who work in excess of their regularly assigned work week or regularly assigned work day schedule shall receive overtime pay at a rate of \$14.00 (fourteen dollars) per hour.

Effective January 1, 1988, all employees in the unit who work in excess of their regularly assigned work week or regularly assigned work day schedule shall receive overtime pay at a rate of \$14.00 (fourteen dollars) 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 hour. In the event the officer's court appearance is cancelled, the officer shall be compensated for one hour of overtime pay, provided that the court appearance was scheduled for 12:00 noon or later, and the officer did not receive at least two hours advance notice of the cancellation.

In the event a police officer is held over his regular work shift to work overtime such officers shall receive regular overtime pay in increments of one half hour, which shall not be guaranteed a minimum of one hour pay.

SECTION 19:

SHIFT DIFFERENTIAL

Effective January 1, 1985, employees regularly assigned to the afternoon shift shall receive a Ten Dollar (\$10.00) per week shift premium; this premium shall be included in the employee's regular pay check.

Effective January 1, 1986, employees regularly assigned to the afternoon shift shall receive a Ten Dollar (\$10.00) per week shift premium; this premium shall be included in the employee's regular pay check.

Effective January 1, 1987, employees regularly assigned to the afternoon shift shall receive an Eleven Dollar (\$11.00) per week shift premium; this premium shall be included in the employee's regular pay check.

Effective January 1, 1988, employees regularly assigned to the afternoon shift shall receive an Eleven Dollar (\$11.00) per week shift premium; this premium shall be included in the employee's regular pay check.

Effective January 1, 1985, employees regularly assigned to the night shift shall receive a Twelve Dollar (\$12.00) per week shift premium; this premium shall be included in the employee's regular pay check.

Effective January 1, 1986, employees regularly assigned to the night shift shall receive a Twelve Dollar (\$12.00) per week shift premium; this premium shall be included in the employee's regular pay check.

Effective January 1, 1987, employees regularly assigned to the night shift shall receive a Thirteen Dollar (\$13.00) per week shift premium; this premium shall be included in the employee's regular pay check.

Effective January 1, 1988, employees regularly assigned to the night shift shall receive a Thirteen Dollar (\$13.00) per week shift premium; this premium shall be included in the employee's regular pay check.

SECTION 20:

LIFE INSURANCE

Effective January 1, 1985, the City will pay the total premium for life insurance coverage on each employee in the amount equal of \$35,000.00. In addition, employees may purchase additional life insurance, utilizing the group rate, at their own expense.

SECTION 21:

HEALTH AND DENTAL INSURANCE

Effective January 1, 1985, the City will pay Thirty Five Dollars (\$35.00) per month for each employee in the City's group insurance plan.

The City and bargaining group agree that, to maintain premium increase cost, they shall cooperatively consider reduction of coverages.

The final decision as to the scope of coverage and choice of carrier shall rest with the City.

SECTION 22:

VACATION

Effective January 1, 1985, employees in the unit shall receive at least twelve (12) vacation days per year. At the 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.

SECTION 23:

FOP NEGOTIATION TIME OFF

During the term of the contract the FOP shall have 100 duty hours available for use of the bargaining unit or members. 75 of those hours shall be used for negotiation of this agreement. The remaining 25 hours shall be reserved for use during the term of this agreement.

Request for these days will be made in writing to the Chief by the FOP chief negotiator, specifying one of the following uses of that time:

1. Bargaining Unit business meetings.
2. Compensatory time for unit negotiators or members on unit business.
3. Schooling or travel for unit members.
4. Negotiation with City.
5. Any other legitimate use by unit members or negotiators on unit business.

No more than two (2) unit members shall be allowed off at one time.

Police Chief will grant time requests unless an actual manpower shortage would result.

SECTION 24:

HOURS OF EMPLOYMENT

Non Supervisory Sergeants will continue to work five (5) consecutive eight (8) hour days with Saturday and Sunday off, without regard to recognized holidays.

First Class and Senior Police Officers will continue to work six (6) 8.5 consecutive hour days and three (3) consecutive days off, without regard to recognized holidays.

Either schedule may be altered during the present contract by: City/Unit agreement, or in the event of a civil emergency declared by the Mayor or by order of the Police Chief on a temporary basis (not to exceed ninety (90) days per year), due to manpower shortages. In the case of a declaration of civil emergency by the Mayor, or a temporary order by the Police Chief, Unit members shall be paid at current contractual rates of accumulation and pay for all time outside their regular schedule.

SECTION 25:

CLOTHING ALLOWANCE

Effective January 1, 1985, all employees in the unit shall receive \$1,000.00 per year as clothing maintenance and allowance.

Effective January 1, 1986, all employees in the unit shall receive \$1,000.00 per year as clothing maintenance and allowance.

Effective January 1, 1987, all employees in the unit shall receive \$1,125.00 per year as clothing maintenance and allowance.

Effective January 1, 1988, all employees in the unit shall receive \$1,125.00 per year as clothing maintenance and allowance.

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

June 30

December 31.

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

SECTION 26:

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.

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 or 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 shall be disposed of in the following manner:

A. Unfounded, exonerated and not involved complaints will be destroyed immediately after the fact finding process with no record maintained. Accused may be present for destruction if he desires.

B. Sustained complaints will be kept on file for a period of three (3) years at the end of which time they will be destroyed in the presence of the officer who was the subject thereof if he so desires. However, a notation in the employee's personnel file shall be maintained.

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 hereto, 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, exonerated or not involved 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.

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 regarding Level I violations by not more than two (2) of his three (3) immediate shift supervisors.

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. As soon as possible but no later than three (3) days after the last interrogation the accused will be advised of the recommendation of the supervisors. These recommendations will consist of: 1) unfounded, uninvolved or exonerated; 2) verbal reprimand; 3) written reprimand; 4) a suggested penalty which can include loss of regular days off, loss of vacation or holiday accrued time or loss of pay not to exceed ~~ten~~ ^{Five} (5) days.

6. The accused will have five (5) of his assigned working days in which to appeal the action of his supervisors directly to the Police Chief. This request for review will be in writing to the Chief within the specified five (5) day period.

SECTION 27:

NEGOTIATION SCHEDULE

The parties shall meet at mutually agreeable times in 1988 in order to negotiate a collective bargaining agreement to take effect January 1, 1989.

The above Collective Bargaining Agreement constitutes a complete agreement as to all bargainable issues, effective January 1, 1985 through December 31, 1988.

TOMILEA ALLISON, Mayor
CITY OF BLOOMINGTON

Keith Eads

Keith Eads, President
FRATERNAL ORDER OF POLICE, LODGE 88

PATRICIA A. GROSS, President
BLOOMINGTON COMMON COUNCIL

John Wilson

John Wilson, Chairman
COLLECTIVE BARGAINING COMMITTEE