

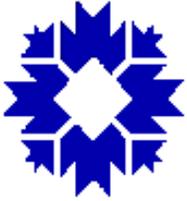
City of Bloomington Common Council

Legislative Packet

Containing legislation and materials related to:

Wednesday, 30 October 2024

Special Session at 6:30pm



CITY OF BLOOMINGTON COMMON COUNCIL

AGENDA AND NOTICE:
SPECIAL SESSION
Wednesday | 6:30 PM
30 October 2024

*Council Chambers (#115), Showers Building, 401 N. Morton Street
The meeting may also be accessed at the following link:*

<https://bloomington.zoom.us/j/85842781870?pwd=OWt8hbPD9gahed0u8Ynm9o4WAZ8gna.1>

1. **ROLL CALL**
2. **AGENDA SUMMATION**
3. **LEGISLATION FOR SECOND READINGS AND RESOLUTIONS**
 - A. Resolution 2024-18 – To Approve and Authorize the Execution of a Collective Bargaining Agreement Between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586
 - B. Resolution 2024-19 – To Approve and Authorize the Execution of an Amended Collective Bargaining Agreement Between the City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88
 - C. Ordinance 2024-19 – An Ordinance Fixing the Salaries of Officers and Employees of the Police and Fire Departments for the City of Bloomington, Indiana, for the Year 2025
 - D. Ordinance 2024-22 - To Fix the Salaries of Appointed Deputies and Employees of the Bloomington City Clerk for the City of Bloomington, Monroe County, Indiana for the Year 2025
 - E. Ordinance 2024-20 - An Ordinance to Fix the Salaries of Appointed Officers, Non-Union, and A.F.S.C.M.E. Employees for All the Departments of the City of Bloomington, Monroe County, Indiana for the Year 2025
4. **COUNCIL SCHEDULE**
5. **ADJOURNMENT**

*Members of the public may speak on matters of community concern not listed on the agenda at one of the two public comment opportunities. Individuals may speak at one of these periods, but not both. Speakers are allowed up to three minutes.

Auxiliary aids are available upon request with adequate notice. To request an accommodation or for inquiries about accessibility, please call (812) 349-3409 or e-mail council@bloomington.in.gov.

Posted: 25 October 2024

Revised: 30 October 2024



MEMO FROM COUNCIL OFFICE:

To: Members of the Common Council

From: Lisa Lehner, Council Administrator/Attorney

Date: October 25, 2024

Re: Resolution 2024-18 – To Approve and Authorize the Execution of a Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586

Synopsis

This resolution approves and authorizes the execution of a two-year Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Firefighters, Local 586.

Relevant Materials

- Resolution 2024-18
- 2024 Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Firefighters, 586
- Staff Memo

Summary

Resolution 2024-18 approves and authorizes the execution of a two-year Collective Bargaining Agreement (“CBA”) between the City of Bloomington and the Bloomington Metropolitan International Association of Firefighters, Local 586. This CBA covers calendar years 2025 and 2026. Resolution 2024-18 is being presented concurrently with Ordinance 2024-19, which sets the salaries for all sworn police and fire personnel for 2025.

Bloomington Municipal Code Chapter 2.34 sets forth the procedures for collective bargaining and the appropriate subjects for bargaining for firefighters. Those subjects generally include salary and pay schedules, vacation schedules and accumulation, grievance procedures, clothing allowance and group insurance.

Issues not subject to bargaining under Chapter 2.34 of the BMC are addressed through the established chain of command of the fire department or through other procedures created by statute or ordinance.

The CBA takes effect upon the approval of the Common Council. Because the CBA is negotiated between the City and the bargaining unit, the Common Council does not have a direct means to amend it.

Contact

Margie Rice, Corporation Counsel, Margie.rice@bloomington.in.gov, 812-349-3426

Roger Kerr, Fire Chief, kerrr@bloomington.in.gov, 812-332-9763

**RESOLUTION 2024-18
TO APPROVE AND AUTHORIZE THE EXECUTION OF A
COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF BLOOMINGTON
AND THE BLOOMINGTON METROPOLITAN
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 586**

WHEREAS, Chapter 2.34 of the Bloomington Municipal Code establishes a procedure for Collective Bargaining with the Bloomington Firefighters; and

WHEREAS, the City of Bloomington (“City”) and the Bloomington Metropolitan International Association of Firefighters, Local 586 (“Union”) negotiated and reached an Agreement on provisions for a collective bargaining agreement covering calendar years 2025 and 2026; and

WHEREAS, it is a priority for the City to hire and retain professional firefighters and to provide a competitive salary and benefits package, and

WHEREAS, the Agreement negotiated by the City and the Union increases salaries in order to compete with other jurisdictions across the State of Indiana; therefore, 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, in 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 Bloomington Metropolitan International Association of Fire Fighters, Local 586, 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 ____ day of October, 2024.

ATTEST:

Isabel Piedmont-Smith, President
Bloomington Common Council

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this ____ day of October, 2024.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of October, 2024.

Kerry Thomson, Mayor
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 Bloomington Metropolitan International Association of Fire Fighters, Local 586.

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE BLOOMINGTON METROPOLITAN FIREFIGHTERS,
LOCAL 586**

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE BLOOMINGTON METROPOLITAN FIREFIGHTERS, LOCAL 586**

ARTICLE I. Terms, Conditions and Definitions

A. Agreement Terms and Conditions

This Agreement between the parties constitutes a two (2) year settlement of all bargainable issues, as defined in Bloomington Municipal Code §2.34, and following, for calendar years 2025 and 2026. 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 (2025-2026) by the Civil City of Bloomington of no less than one million, two-hundred thousand (\$1,200,000.00) dollars 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 (2025 and 2026) to increase its ad valorem property tax by a minimum of at least 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 2025) as provided for and defined in Ind. Code § 6-1.1-18.5 *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 (2025 and 2026) by the Civil City of Bloomington of at least seven million, five-hundred thousand dollars (\$7,500,000.00) in certified shares under any local income tax ("LIT") distribution ("LIT Funds") as provided for and defined in Ind. Code §6-3.6-1 *et seq.* entitled "Local Income Taxes." For the avoidance of doubt, LIT Funds shall not include any tax distributions allocated specifically to public safety or the Public Safety Answering Point by ordinance under Ind. Code § 6-3.6 *et seq.***
- (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 Article V for all subsequent years covered by this Agreement. The City shall inform the Unit 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 §2.34, and following.

In the event that Bloomington Municipal Code §2.34.010 “Recognition” is amended to recognize another union in lieu of the Bloomington Metropolitan Firefighters Local 586, then it is specifically understood and agreed by the parties that all terms and conditions of employment as agreed to in this Agreement shall remain in effect throughout the years covered in this Agreement.

In the event that Bloomington Municipal Code §2.34.040, "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(s) for all subsequent years covered by this Agreement.

B. Definitions

Anniversary Date: The date employee began work at the Fire Department

BMF: The Bloomington Metropolitan Firefighters Local 586

Certification: State approved Master Firefighter and/or NFPA certification

City: City of Bloomington

Collective Bargaining Agreement: A legally binding contract between the City and Unit which regulates the terms and conditions of employment

Department: Bloomington Fire Department

Kelly Day: A pre-scheduled shift off taken at routine intervals.

NFPA: The National Fire Protection Association

OSHA: Occupational Safety and Health Administration

Tour of Duty: The 24-hour shift worked by firefighters in the Department

ARTICLE II. Recognition

This Agreement between the parties is entered into pursuant to and in compliance with Bloomington Municipal Code §2.34, and following.

ARTICLE III. Management Rights

The City retains the responsibility and authority to manage and direct on behalf of the public the operation and activities of the City to the full extent authorized by law. Such responsibility and authority shall include, but not be limited to:

- 1. The right to direct the work of its employees;**
- 2. The right to establish policy;**
- 3. The right to maintain the efficiency of public operations;**
- 4. The right to design and implement safety programs for employees;**
- 5. The right to design and implement a physical fitness and job training program for employees;**
- 6. The right to determine what services shall be rendered to the public and how they can best and most efficiently be rendered;**
- 7. The right to determine job content and job descriptions;**
- 8. The right to determine, effectuate, and implement the objectives and goals of the City;**
- 9. The right to manage and supervise all operations and functions of the City;**
- 10. The right to establish, allocate, schedule, assign, modify, change, and discontinue City operations, work shifts, and working hours;**
- 11. The right to establish, modify, change and discontinue work standards;**

12. **The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees in accordance with applicable law and to relieve employees from duties due to lack of work or funds or other legitimate reason;**
13. **The right to increase, reduce, change, modify, and alter the composition and size of the work force;**
14. **The right to determine, establish, set and implement policies for the selection, training and promotion of employees;**
15. **The right to create, establish, change, modify, and discontinue any City functions, operation and department;**
16. **The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods, or services, public relations, and procedures and policies for the safety, health and protection of City property and personnel;**
17. **The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies which are not in direct conflict with any provision of this Agreement;**
18. **The right to establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery;**
19. **The right to determine the size and character of inventories and their disposal;**
20. **The right to determine and enforce employee quality and quantity standards;**
21. **The right to contract, subcontract, merge, sell, or discontinue any function or operation of the City;**
22. **The right to engage consultants for any function or operation of the City;**
23. **The right to sell, transfer, lease, rent or otherwise dispose of any City equipment, inventories, tools, machinery, or any other type of property or service;**
24. **The right to control the use of property, machinery, inventories, and equipment owned, leased or borrowed by the City;**

- 25. The location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and the relocation of departments, divisions, subdivisions, locations and the closing and discontinuance of the same; and**
- 26. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments.**

The above enumeration of management rights is not inclusive of all such rights and it is understood and agreed by the parties that all rights granted the City by Constitution, statute, charter, ordinance or in any other manner are retained by the City.

ARTICLE IV. Union Rights

1. Dues Check-off. Upon receipt of voluntary, written and signed authorization in such form as complies with Ind. Code §22-2-6-2 from employees who are covered by this Agreement and are members of the Bloomington Metropolitan Firefighters Local 586, the City shall deduct from the earnings of each said employee an amount representing their regular, monthly dues for the preceding month and shall remit such monies, together with the appropriate records to a designated BMF Local 586 official.

2. Bulletin Boards. The BMF Local 586 shall be allowed one bulletin board in each fire station. Additional bulletin boards and locations will be allowed only with the approval of the Fire Chief.

3. Non-discrimination. The City shall not prohibit any employee from joining or refusing to join the BMF Local 586 or any successor recognized under §2.34 of the Bloomington Municipal Code.

4. Time off for Union Business. The City recognizes that information from the International Association of Firefighters benefits the City as well as the Firefighters. To

encourage participation in state or national events, the City shall provide the BMF Local 586 with the opportunity to schedule time off for Union Business. During the term of this Agreement, the Union may schedule a maximum of seven (7) Tours of Duty off for use by Union membership during each year of this Agreement. If a member of the Union is elected to a state or national Union office, the member shall be afforded an additional five (5) total tours of duty off for Union business. If more than one member of the Union is elected to a state or national Union office, the Union must divide the additional five (5) tours among all of the members elected to such offices. Union time off may be scheduled in twelve (12) hour, one-half (1/2) tour of duty increments, from the beginning to the middle of the tour of duty, or from the middle to the end of the tour of duty. Absence for Union Business shall be scheduled with the approval of the Chief or the Chief's designee. Such absence may not jeopardize the efficient operations of the Department. The Chief's approval may not unreasonably be withheld. Time spent on Union Business shall be paid as benefit time off, and shall not count as "hours worked" for FLSA purposes.

5. Meetings. The City shall allow Union Meetings to take place in department stations. Union Members who are on duty shall be allowed to attend these meetings. If all stations are permitted to attend simultaneously, the meetings shall be held at Headquarters with a limit of twelve (12) meetings of no more than two (2) hours duration on an annual basis. Provided, however, the efficient operations of the Department shall not be jeopardized by the scheduling of Union Meetings.

ARTICLE V. Basic Salary Ordinance

A. Effective January 1, 2025, the base salary rate for Firefighter 1st Class,

Chauffeur/Lieutenant and Captain shall be as follows:

Firefighter 1st Class	\$78,503.00
Chauffeur/Lieutenant	\$81,565.00
Captain	\$87,845.00

B. Effective January 1, 2026, the base salary rate for Firefighter 1st Class,

Chauffeur/Lieutenant and Captain shall be as follows:

Firefighter 1st Class	\$83,503.00
Chauffeur/Lieutenant	\$86,760.00
Captain	\$93,440.00

C. PERF. The City shall contribute four percent (4.0%) of the salary of a fully paid first class firefighter to the Public Employees Retirement Fund (PERF) on behalf of each fund member in the Department, in addition to the employer portion of over 18%. These payments are based on the salary of a first class firefighter plus twenty-five years of longevity and are authorized pursuant to Ind. Code §36-8-8-8.

D. Bonuses and Recruitment Incentives

In the event that the City offers bonuses to employees city-wide, fire personnel will be eligible for the bonuses.

Shall it be determined through a pay study that any position covered by this contract is not being paid a fair wage, the City has the right to increase salaries.

ARTICLE VI. Longevity/Certification/Appointments/Education Pay

The following types of pay should be overseen by Department personnel and communicated to Human Resources prior to the change going into effect, or as soon as

possible in the case of a certification. All compensation will be calculated as part of an employee’s base rate of pay and will be subject to taxes and the Fair Labor Standards Act.

A. Longevity Pay

Additional pay for longevity shall be credited on the firefighter’s anniversary date of hire after the completion of years of service as reflected in the chart below.

<u>YEARS OF SERVICE</u>	2025-2026
1	\$0
2	\$400
3	\$500
4	\$800
5	\$1,500
6	\$1,500
7	\$2,000
8	\$2,000
9	\$2,000
10	\$3,000
11	\$3,000
12	\$3,000
13	\$4,000
14	\$4,000
15	\$4,000
16	\$5,000
17	\$5,000
18	\$5,000
19	\$6,000
20	\$6,000
21	\$7,000
22	\$7,000
23	\$10,000
24	\$10,000
25+	\$12,500

* Pension contributions are made at the full 25+ longevity rate of \$12,500.

B. Certification Pay

Firefighters who have achieved one or more of the 51 qualifying certifications listed in the Department's Professional Standards and Promotion Guide shall be eligible for additional compensation in accordance with the table set forth below:

<u>Number</u>	<u>Amount</u>
1	\$100
2	\$200
3	\$300
4	\$400
5	\$500
6	\$600
7	\$700
8	\$800
9	\$900
10	\$1,000
11	\$1,100
12	\$1,200
13	\$1,300
14	\$1,400
15	\$1,500

A maximum of fifteen (15) certificates, or one thousand, five hundred dollars (\$1,500.00), shall apply. Any and all certifications must be current and on file at Headquarters to receive certification pay.

C. Professional and Command Appointments

Additional pay for professional and command appointments shall be as follows:

Headquarters Captain	\$1,000
Station Captain	\$1,000
Engineer	\$900
Sergeant	\$900

Shift Training Instructor	\$800
Shift Logistics Technician	\$500
Rescue Technician	\$200
Station 1 Differential	\$100

D. Education

Education Pay shall be paid to firefighters with advanced degrees from accredited colleges or universities. Education Pay shall be recognized as either Level 1 or Level 2. Those firefighters, if any, with 2-year Associate degrees shall be classified as Level 1. Those firefighters, if any, with 4-year Bachelor degrees, shall be classified Level 2.

Education Pay shall be paid as follows:

Level 1 . . . Associate 2-year degree	\$500
Level 2 . . . Bachelor 4-year degree	\$1,200

ARTICLE VII. Clothing Allowance

Effective January 1 of each year of this Agreement, each firefighter shall receive a clothing allowance of five hundred dollars (\$500.00). Firefighters shall be required to procure and maintain their uniforms, not including personal protective equipment, with their clothing allowance. Clothing allowance checks will be distributed in a single disbursement to all eligible members on the regularly scheduled payday that falls on or immediately preceding June 15 of each year.

The City shall operate a quartermaster system and shall provide all personal protective equipment necessary for members to perform their duties. Personal protective equipment shall include:

**Structural firefighting coat;
Structural firefighting pants;
Structural firefighting boots;
Structural firefighting helmet;
Structural firefighting gloves;
Structural firefighting protective hood;
Extrication gloves;
High-visibility jackets;
Class A dress uniform;
Class B button-up uniform; and
Class C work uniform.**

Members shall continue to procure and maintain any other clothing items required by Department regulation or order.

ARTICLE VIII. Holiday Pay

For the term of this Contract, employees in the Unit shall receive one-hundred dollars (\$100.00) per holiday for each holiday an employee works and completes a tour of duty. Holidays are New Year's Day, Martin Luther King Day, Good Friday, Easter, Memorial Day, Juneteenth, July 4, Labor Day, Veteran's Day, Thanksgiving, Christmas, Election Day (when applicable), and Primary Election Day (when applicable). In addition, in any year when there is neither a Primary Election Day nor a General Election Day, the second Monday in October, known as Columbus Day, shall be a holiday for purposes of this Agreement.

ARTICLE IX. Life Insurance

During the term of this Agreement all employees in the Unit shall receive group life insurance in the amount of fifty thousand dollars (\$50,000.00); or a total of one hundred thousand dollars (\$100,000) in the event of accidental death, the premiums for which shall be paid by the City.

ARTICLE X. Firefighter Health and Safety

It is recognized and agreed by the City and the employees in the Unit that compliance with applicable laws and regulations governing safety and health matters are an important priority. The City will continue to make reasonable provisions in compliance with such laws and regulations for the safety and health of its employees.

If an employee has justifiable reason to believe that the employee's safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, the employee shall inform the immediate supervisor who shall have the responsibility to determine what action, if any, should be taken.

If an employee is ordered to perform a task in such a manner that the performance of the task would be in direct violation of a specific safety rule or regulation, the employee has the right and responsibility to refuse to perform the task until the hazard has been evaluated and a determination of the hazard has been made.

Employees have the responsibility to communicate their OSHA concerns to their immediate supervisor. Employees may further report continuing OSHA concerns to higher levels of supervision within the Fire Department, to the Risk Management Division of the City Legal Department, or to IOSHA without fear of reprisal.

ARTICLE XI. Health Insurance/Dental Insurance

Firefighters shall be eligible to participate in the City's group medical/dental insurance plan. The City shall pay the majority of the premium cost, and the firefighter shall pay the same premium rate for coverage as other eligible City employees. The final

decision as to scope of coverage and the choice of insurance carrier shall rest with the City. Retired employees shall be eligible for inclusion in the City's group health insurance plan in accordance with State and Federal law. Retired employees shall pay the entire premium. Said payments shall be due and payable at a time and place determined by the City. The premium for retired employees may be different than the premium for active employees.

The City and employees jointly recognize the problem of potential medical premium increases. In the event of premium increases, City and employees shall work cooperatively to manage insurance costs, including the consideration by them of reducing or eliminating coverage for this purpose. Dependent and family dental coverage shall be at the option of the employee and costs for such coverage shall be borne by the employee.

ARTICLE XII. Bereavement

If there is a death in the employee's immediate family (spouse, registered domestic partner, mate, child, brother, sister, parent, parent of spouse, the parent or child of a registered domestic partner, the parent or child of the employee's mate, or step equivalents thereof) necessary time off for the attendance of funeral matters will be approved with pay providing the total absence does not exceed two (2) tours of duty. In the case of the death of an employee's grandparent, grandchild, brother-in-law, sister-in-law, or step equivalents thereof, absence with pay will be approved providing the total absence does not exceed one tour of duty.

Any other absence in connection with funerals of other relatives or friends may be excused using a vacation day or without pay at the discretion of the Chief.

ARTICLE XIII. Mandatory Unscheduled Duty/Holdover/Mandatory Training Pay

Members shall receive Unscheduled Duty Pay at their regular hourly rate of pay with an established minimum of two (2) hours pay with no maximum limit. Unscheduled duty shall include only instances when a firefighter is called in from off-duty time, and shall not include holdover from an on-duty shift ("end-of shift run"). Mandatory unscheduled duty pay shall be calculated from the time the firefighters is called by a supervisor until the end of that tour of duty. Holdover time shall be calculated as "time worked" in one-half (1/2) hour increments, based on actual hours worked, with no maximum, and shall also be paid at a member's regular rate of pay. The two (2) hour minimum shall not apply to holdover duty.

Mandatory Training required by the Department during a firefighter's off-duty time shall also be compensated at a member's regular rate of pay with a minimum of two (2) hours pay and a maximum of eight (8) hours pay. A member shall only be compensated at his/her regular rate of pay for Unscheduled Duty, Holdover, and Mandatory Training until the number of his/her hours worked exceed the applicable Fair Labor Standards Act (FLSA) overtime threshold. Once a member's number of hours worked exceed the applicable FLSA overtime threshold, the member shall be paid overtime at the rate established by the FLSA.

The member shall be compensated at a rate of one and one-half times the member's regular rate of pay for Mandatory Unscheduled Duty, regardless of whether the member has exceeded the FLSA threshold.

ARTICLE XIV. Acting Pay

A firefighter or Captain in the Unit may be required to perform additional duties in an "acting" capacity due to the illness, vacation, or retirement of another member of the Department. Firefighters and Captains shall be compensated for duty served in an "acting" capacity at a higher rank on behalf of a firefighter (or in the case of a Captain, on behalf of a Battalion Chief) who is sick or on vacation, but will only receive "acting pay" for the position in the event the "acting" status exceeds fifteen (15) consecutive calendar days.

A reassignment payment of ten dollars (\$10.00) will be made when a firefighter is transferred from their regularly-assigned Engine, Rescue, Aerial or Truck Company to another Engine, Rescue, Aerial or Truck Company for a period of greater than twelve (12) hours if the reassignment results in the firefighter having to change stations. This payment will be for each full tour of duty on the shift to which they are regularly assigned.

In the event a call back of off-duty personnel is initiated and a "temporary" Engine Company is established for any length of time, the proper call-back pay procedure shall be followed and shall supersede any language of this Article.

If an entire Company is reassigned to another station for any length of time, this will not constitute a change or reassignment as contemplated by this Article XIV, and no reassignment payment will be made. Further, if a reserve or back-up apparatus is placed in service as a front-line apparatus, such change shall not constitute a change or reassignment as contemplated by this Article.

To receive reassignment payment as contemplated by this Article XIV, the affected firefighter must complete a reassignment payment slip and turn it in to the assigned station ranking officer during the same pay period in which the reassignment takes place. Failure to complete and submit the reassignment slip will result in forfeiture of payment.

ARTICLE XV. Vacation Days and Kelly Days

After having completed twelve (12) months of continuous employment, members of the Unit shall receive tours of duty off for years of continuous active service with the Department as contained in the table below. These vacation days must be taken within the calendar year and may not be accumulated. Vacation must be approved by the firefighter's captain and scheduled with the Battalion Chief in accordance with Department Regulations and/or Orders in order to guarantee the tour of duty off.

Vacation days may be scheduled in either twelve (12) hour, one-half tour of duty increments from the beginning to the middle of the tour of duty or from the middle to the end of the tour of duty; or vacation days may be scheduled for an entire twenty-four (24) hour tour of duty. Vacation days scheduled in twelve (12) hour, one-half tour of duty increments shall count as one-half vacation day used. Approval of vacation days shall be dependent on the number of personnel scheduled off for the tour of duty. Vacation days are afforded for years of continuous active service with the Department in accordance with the table below:

<u>Years of Service</u>	<u>24-hr Tour of Duty</u>
0	0
1	5
2	5

3	5
4	6
5	6
6	6
7	7
8	7
9	7
10	8
11	8
12	8
13	9
14	9
15	9
16	10
17	10
18	10
19	11
20	11
21	11
22	12
23	12
24	12
25+	13

In addition to vacation days, members of the Department shall receive eight additional days, known as Kelly Days, per year. Kelly Days will be scheduled in accordance with Department Regulations and/or General Orders.

ARTICLE XVI. Sickness and Injury

Firefighters 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 firefighter's captain or battalion chief no less than one (1) hour prior to the reporting time for duty. Members utilizing sick leave shall submit a doctor's statement in accordance with Department Regulations. If a doctor's statement is required by Department Regulation, the statement shall contain the expected date of

return to duty, any limitations of duty and shall be submitted to the Chief's office on the date of the missed tour of duty or as soon as reasonably possible thereafter. To assist management in scheduling and/or reassignment decisions, the firefighter shall contact the firefighter's captain or Battalion Chief prior to the next regularly scheduled tour of duty in order to inform the supervisor of the expected date of return and any limitations of duty.

The firefighter shall return to duty as soon as possible after an illness or injury.

The Fire Chief or Board of Public Safety may order a member to consult a physician, psychiatrist, or clinic regarding the 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 City. Cost of therapy and/or treatment shall be borne by the firefighter. Reports of diagnostic consultation and/or testing shall be submitted to the Chief or Board.

Firefighters 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 firefighter in accordance with current 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 firefighter's medical insurance or workers 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 firefighter was on the City's medical insurance plan.

Firefighters with upcoming surgeries, medical conditions lasting more than one week, or pregnant firefighters shall contact Human Resources 30 days in advance or as soon as possible to start the FMLA process.

ARTICLE XVII. Layoffs

In the event that the City may find layoffs necessary, they shall notify BMF Local 586, in writing, of 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 any duties previously performed by a firefighter.

ARTICLE XVIII. Negotiation Time

Future contract negotiations, pursuant to Bloomington Municipal Code §2.34, shall be scheduled in a manner to provide that representatives of the Unit will be granted duty time off, with the approval of the Fire Chief, to participate in collective bargaining meetings and negotiations with the City scheduled to occur during duty time. Generally, not more than two (2) Unit members will be excused from the same shift for participation in such meetings. In special circumstances, the Unit may request a third (3rd) member from the same shift be excused. Approval of the Fire Chief will not be unreasonably withheld.

Unit members will not be compensated by the City for time spent in negotiations or union business scheduled during firefighter's off-duty time.

ARTICLE XIX. Labor-Management Committee

The City and employees in the Unit agree to utilize a joint Labor-Management Committee which shall consist of three (3) representatives appointed by the Mayor and three (3) representatives appointed by the Unit. Additionally, one non-voting member shall be mutually selected by the members to serve as the Labor-Management Committee Advisor. This Committee shall meet at least on a quarterly basis, and additionally as requested by either party, in order to discuss any and all facets of the employment relationship. If a majority of the Committee decides as a result of such discussion that a change should be made, then the Committee shall forward such recommendation to the Fire Chief and to the Union President. The Chief may approve the recommendation without Board of Public Safety approval, or shall forward to the Board of Public Safety within thirty (30) days with a positive or negative recommendation or without a recommendation. A copy of the Chief's submission, if any, shall be forwarded to the Union President, who may also provide a recommendation to the Board of Public Safety, with a copy to the Chief. The Board of Public Safety shall consider the matter at its next regularly scheduled meeting.

In the event that a majority of the Committee shall fail to reach an agreement on any proposal after four (4) meetings in which the proposal was subject to good faith discussions, then any three (3) members of the Committee may forward their recommendation to the Fire Chief and Union President to resolve. Within thirty (30) days

the Fire Chief and Union President shall resolve the matter or forward it on to the Board of Public Safety with their recommendations. The Board of Public Safety shall consider the matter at its next regularly scheduled meeting.

The parties recognize and acknowledge that the Board of Public Safety does not have fiscal appropriation powers.

ARTICLE XX. Non-Discrimination

The parties hereto agree that they shall not discriminate against any person because of his or her race, color, sex (including pregnancy, gender identity, and sexual orientation), disability, religion, age, political affiliation, military service, genetic information, national origin, familial status or ancestry, or any other legally protected classification.

The parties further acknowledge their continuing responsibility affirmatively to seek equal employment practices under the City of Bloomington's Affirmative Action Plan, whereby all employees will be given equal opportunity to be employed in positions which provide the greatest opportunity for use of their skill, ability and experience.

ARTICLE XXI. Personnel Issues and 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 file at the time such additions are made or in a reasonable time thereafter.

Employees are welcome to bring concerns regarding fellow employees and management to Human Resources, but are encouraged to follow the chain of command first. Human Resources and the Legal Department will work in conjunction with the Chief

or the Board of Public Safety to make sure that the concern is addressed. Employee relations issues that may lead to progressive disciplinary steps should be addressed in consultation with Legal and HR. 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 employee's personnel file. Sustained complaints will be retained in accordance with state law.

The Board of Public Safety or its legal equivalent may, as allowed under Indiana law, take disciplinary action at any time in consultation with Legal and HR. Any adverse personnel action taken by the Chief or another supervisor in the Department may not be considered by the Department beyond three (3) years from the date of the adverse personnel action.

ARTICLE XXII. Grievance Procedure

Any dispute between the parties arising out of the meaning, interpretation or application of this Agreement shall be resolved in conformity with the following procedures.

The term "work days" as used in this Article shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays, and holidays on which City Hall is closed.

1. An aggrieved firefighter shall notify the Battalion Chief, in writing, of a concern or complaint within five (5) working days of its occurrence. The Battalion Chief shall attempt to resolve the matter with the firefighter and firefighter's captain, and shall provide a written response within ten (10) working days of receipt. If the matter is not satisfactorily resolved at this level, then the aggrieved officer may proceed to Step Two of this Procedure by initiating a grievance.

2. Any matter not resolved at Step One of this Procedure may be presented, in writing, to the Union Grievance Committee within ten (10) working days of the response of the Battalion Chief. The Union Grievance Committee shall determine if a grievance exists. The Union Grievance Committee shall consist of the three (3) shift stewards and any two (2) Executive Board members. If any member of the committee is involved in the grievance, they shall be replaced by one of the remaining executive board members. Any remaining Executive Board Member shall replace any member of the Committee that is on vacation, city day, or sick leave.

After the Union Grievance Committee has met, and decides that a grievance does exist, the Union shall within ten (10) working days, with or without the aggrieved person or persons in the bargaining unit, present the grievance in writing to the Chief of the Fire Department or their designee.

3. Any grievance forwarded under Step Two of this Procedure shall be presented by the Union Grievance Committee, in writing, to the Chief within ten (10) working days. The Chief shall serve a written response upon the President of the Union within ten (10) working days of receipt.
4. Within ten (10) working days of receipt of the Chief's written response to Step Three, the Union Grievance Committee shall determine whether the grievance shall proceed to Step 4, the Board of Public Safety. Notification shall be made in writing to the Secretary of the Board. The Board shall hear the grievance at the next regularly scheduled meeting to occur at least seven (7) working days after receipt. The parties recognize and acknowledged that the Board of Public Safety does not have fiscal appropriation powers.
5. In the event that a grievance is not resolved in Step Four of this Procedure, it may be submitted to non-binding advisory arbitration by the giving of written notice by one party to the other within ten (10) working days of the response of the Board of Public Safety. If such notice is given, the parties shall jointly request the American Arbitration Association to appoint an impartial arbitrator pursuant to its rules. The arbitrator may interpret this Agreement and apply it to the particular issue presented, but shall have no authority to add to, subtract from or in any way modify the terms of this Agreement or any agreement made supplementary hereto. The arbitrator shall, in any case upon which there is power to rule under the provisions of this Agreement, hold hearings upon the issue, make such investigations as deemed necessary and proper to a decision and shall render a decision, in writing, within a reasonable time. The expenses and fees of the arbitrator shall be borne equally by the City and the Union.

ARTICLE XXIII. Interdepartmental Transfer

The City of Bloomington values the public service provided by employees. Transfer from the Fire Department to a civilian position or the Police Department shall be as follows:

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

The employee will receive and accumulate vacation days based on the employee's respective of years of service, as applied to the Fire Department's vacation matrix. In the case of a transfer from the Police Department, they would also retain their longevity based on years of service. As an example, if the employee has 20 years of service with the Fire Department, he or she will receive the same number of vacation days as an employee with 20 years of service with the Police Department or Civil City.

If the transfer is to the Police 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 probation or the applicable period for 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 training steps) and must start at the entry level step required for all new employees. The provisions of this Article are also intended to apply equivalently to transfers to the Bloomington Fire Department. Any transfer to the Bloomington Fire Department shall require both compliance with all hiring criteria and successful completion of the

probationary period. The sole benefit of inter-departmental transfer shall be eligibility for additional vacation days.

ARTICLE XXIV. Full and Complete Agreement

The parties acknowledge that during the negotiations that preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any bargainable subject or matter, as defined by Bloomington Municipal Code §2.34, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Subject to the conditions set forth under the title "Term and Conditions of Agreement," this Agreement, including any supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and effective on the date this Agreement is approved by the City Council constitutes the sole, entire and existing Agreement between the parties hereto and, effective on the date this Agreement is approved by the City Council, supersedes all prior agreements and undertakings, oral and written, express or implied, or practices between the City and the Unit or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term on all bargainable issues as defined by Bloomington Municipal Code §2.34.

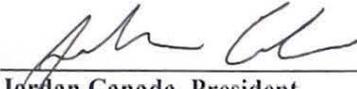
Negotiations for future contracts will begin in the spring of the last year of this Contract intended to result in a new agreement approved by both parties by July 1st of the last year of the contract. In the event that a new agreement is not reached before July 1st of 2026, then the terms and provisions of the 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.

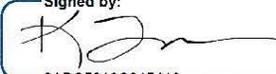
This Agreement between the City of Bloomington and the Bloomington Metropolitan Firefighters Local 586, or its successor in recognition, constitutes a complete agreement as to all bargainable issues, effective January 1, 2025 through December 31, 2026.

**BLOOMINGTON METROPOLITAN
FIREFIGHTERS LOCAL 586**

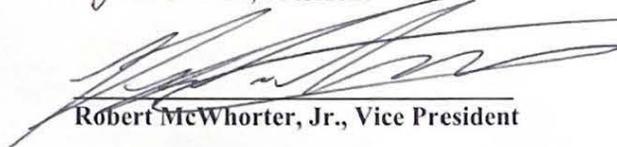
CITY OF BLOOMINGTON



Jordan Canada, President

Signed by:


2ABC5816C245416...
Kerry Thomson, Mayor



Robert McWhorter, Jr., Vice President

Isabel Piedmont-Smith,
Bloomington Common Council

SIGNED this _____ day of _____, 2024.

Reviewed and Approved this _____ day of _____, 2024.

DocuSigned by:


E9A0FAE19B82413...
Margie Rice
Corporation Counsel
City of Bloomington



Memorandum

TO: Members of the City of Bloomington Common Council (“Council”)

FROM: Margie Rice, Corporation Counsel
Enedina Kassamanian

CC: Kerry Thomson, Mayor
Gretchen Knapp, Deputy Mayor
Nicole Bolden, City Clerk
Jessica McClellan, City Controller
Sharr Pechac, Human Resources Director
Roger Kerr, Fire Chief

RE: Resolution 2024-18

DATE: October 21, 2024

Summary

Resolution 2024-18 is a resolution to approve the Collective Bargaining Agreement (“CBA”) between the City of Bloomington and the Bloomington Metropolitan Firefighters, Local 586 (“Union”).

The Bloomington Fire Department (“BFD”) has recruited firefighters so that they are considered at full capacity; however, the market is becoming increasingly competitive. In order to assist with retention of the firefighters we have hired and trained, when the CBA became open for negotiations this year, the City decided to directly address concerns that the Union felt were previously ignored.

Similar to the situation with law enforcement, the General Assembly removed residency requirements, allowing firefighters to live in any county in the State of Indiana. This has resulted in an increasingly competitive market. Firefighters across the state have chosen to work in counties far from where they reside in order to earn higher salaries.

In order to try and retain our trained firefighters, the City and the Union worked swiftly to reach an agreement in a way that showed commitment to BFD employees. Both the City and the Union agreed that this was a very positive and efficient process and the results should increase retention.

The following are some of the most significant changes in this CBA:

- The salary for a Firefighter First Class was increased from \$54,625.00 to \$78,503 for 2025. In 2026, the salary will be \$83,503.
- Lieutenant was added back into the CBA, and the salary for a Chauffeur and a Lieutenant was increased from \$56,784 to \$81,565 for 2025. In 2026, the salary will be \$86,760.
- A Captain was being paid \$61,126, but will be paid \$87,845 in 2025. In 2026, the salary will be \$93,440.
- Longevity steps were increased from 20 to 25 years and tops out at \$12,500 for 2+ years.
- Command pay for Sergeants was increased from \$500 per year to \$900 per year.
- Efforts were made to move closer to a full quartermaster system, where the City provides uniforms.
- Juneteenth was added as a holiday.
- Bereavement pay will be allowed for during a firefighter's probationary period.
- Mandatory unscheduled duty pay will not be paid from the time a firefighter receives a call from a supervisor and must change plans to begin traveling to the station, rather than when a firefighter arrives on station. This recognizes the interruption that unscheduled call-ins cause to firefighters' lives.
- A firefighter who is called in to work an unscheduled shift will also be paid time and a half, even when the FLSA threshold has not been met, which will provide consistency and reduce irritation from a firefighter who is called in to work out of rotation.
- Acting pay will be provided for a firefighter covering a higher rank (due to illness, vacation or retirement) upon 15 consecutive calendar days, rather than 30.
- Increases were provided in vacation days.
- Firefighters must contact HR for FMLA events, and this was emphasized in the CBA. It is a goal that BFD will work more consistently with HR, and both Chief Kerr and HR are committed to increasing communication.
- Bloomington Police officers who transfer to BFD will maintain their longevity.

The Controller also worked with Human Resources ("HR") and others to adjust salaries up the chain of command to prevent compression. Per the Controller, these increased salaries and other benefits provided for in the CBA will be paid from the General Fund and collectively the increases total approximately \$1,520,380.

This increase in base pay will have a positive effect on pension payments to officers. The increases will, obviously, also increase the cost of overtime; however, the Controller, HR, and BFD administration intend to keep a close eye on overtime costs and work to reduce unnecessary overtime costs, which could result from absenteeism.



MEMO FROM COUNCIL OFFICE:

To: Members of the Common Council

From: Lisa Lehner, Council Administrator/Attorney

Date: October 25, 2024

Re: Resolution 2024-19 – To Approve and Authorize the Execution of Amended Collective Bargaining Agreement between the City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88

Synopsis

This Resolution approves and authorizes an amendment to the current four-year Collective Bargaining Agreement between the City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88, and increases the base pay for Officer First Class and Senior Police Officers by \$12,000 each.

Relevant Materials

- Resolution 2024-19
- 2024 Collective Bargaining Agreement between the City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88
- Staff Memo

Summary

Resolution 2024-19 approves and authorizes the execution of an Amended Collective Bargaining Agreement (“CBA”) between the City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88. Resolution 2024-19 is being presented concurrently with Ordinance 2024-19, which fixes the salaries for all sworn police and fire personnel for the year 2025.

The CBA was adopted in 2022 and was intended to cover the years 2023, 2024, 2025 and 2026. Although it expires in 2026, the CBA was opened 2 years early to amend certain base salary provisions with the intention of making the salaries more competitive.

[Bloomington Municipal Code Chapter 2.32](#) sets forth the procedures for police collective bargaining and the appropriate subjects for bargaining. Those subjects generally include salary and pay schedules, shift pay, overtime, clothing allowance, grievance procedures, and group medical and life insurance, among others. However, the proposed amended CBA only increases base salary and other related provisions affected by those increases.

Issues not subject to bargaining under Chapter 2.32 of the BMC are addressed through the established chain of command of the police department or through other procedures created by statute or ordinance.



City of Bloomington Indiana

City Hall | 401 N. Morton St. | Post Office Box 100 | Bloomington, Indiana 47402

Office of the Common Council | (812) 349-3409 | Fax: (812) 349-3570 | email: council@bloomington.in.gov

The CBA takes effect upon the approval of the Common Council. Because the CBA is negotiated between the City and the bargaining unit, the Common Council does not have a direct means to amend it.

Contact

Margie Rice, Corporation Counsel, Margie.rice@bloomington.in.gov, 812-349-3426.

Michael Diekhoff, Police Chief, diekhofm@bloomington.in.gov, 812-339-4477

RESOLUTION 2024-19

**TO APPROVE AND AUTHORIZE THE EXECUTION OF AN AMENDED
COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF BLOOMINGTON
AND THE FRATERNAL ORDER OF POLICE,
DON OWENS MEMORIAL LODGE 88**

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 (“FOP”), Don Owens Memorial Lodge 88, previously negotiated and reached agreement on provisions for a Collective Bargaining Agreement covering four calendar years 2023, 2024, 2025, and 2026; and

WHEREAS, the Bloomington Police Department (“BPD”) has had difficulty recruiting and retaining police officers due, at least in part, to low salaries; and

WHEREAS, the Mayor’s Office and BPD requested that the current CBA be opened in 2024, which was off-cycle, to address low salaries and the FOP agreed; and

WHEREAS, a \$12,000 increase in base pay salaries for Officer First Class and Senior Police Officers, beginning in 2025, was agreed upon; and

WHEREAS, it is in the best interests of the City to approve and execute the amended CBA so that BPD may actively and successfully recruit new officers and achieve full staffing of officers.

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, Don Owens Memorial Lodge 88, a copy of which Agreement is attached hereto and made a part hereof.

The Common Council supports increasing salaries for Bloomington Police Department officers, so that full staffing may be achieved, which should increase safety inside the boundaries of the City of Bloomington.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2024.

Isabel Piedmont-Smith, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this _____ day of October, 2024.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of October, 2024.

Kerry Thomson, Mayor
City of Bloomington

SYNOPSIS

This Resolution approves and authorizes an amendment to the current four-year Collective Bargaining Agreement between the City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88, and increases the base pay for Officer First Class and Senior Police Officers by \$12,000 each.

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

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Introduction

This Agreement is entered into by and between the City of Bloomington, Indiana (hereafter "City") and the Indiana Fraternal Order of Police Labor Council, Inc. by and for the members of the Don Owens Memorial Lodge 88, Fraternal Order of Police, Inc. (hereafter "Union") under the authority of Bloomington Municipal Code § 2.32, entitled Police Collective Bargaining.

The City and the Union recognize and declare that they have bargained collectively with respect to terms and conditions of employment for police officers, and it is their desire and in the best interests of the citizens of the City of Bloomington to promote harmonious relations between the City and the Union and improve police protection for the citizens of the City. Understandings reached have been incorporated into this written Agreement which shall provide an orderly, equitable and binding resolution.

If this Agreement is silent on a policy, procedure or matter the City's Personnel Manual shall apply.

IT IS THEREFORE AGREED AS FOLLOWS:

SECTION 1. Definitions

The following words and terms shall have the following meanings:

"Agreement" means this Collective Bargaining Agreement entered into between the City and the Union.

"Benefit Leave" means paid time off for a member in accordance with this Agreement. Thirteen of the provided Benefit Leave days are provided in recognition of the fact that non-union employees of the City receive certain governmental holidays off each year with pay.

"Bereavement Leave" means an additional form of paid leave which is available to any member who has completed his or her initial probationary period of employment, which shall be used for the attendance of funeral matters if certain individuals of a member's family passed away.

"BMC" means the Bloomington Municipal Code.

"Board" means the City of Bloomington Board of Public Safety established in accordance and under Ind. Code § 36-8-3-1 *et seq.*

"Business day" means a measure of time which occurs between Monday through Friday, from 8 a.m. to 5 p.m. local time, and excludes weekends and holidays recognized by the City.

"Chief" means the Police Chief for the City and/or his or her designee(s).

"Committee" means the Labor Management Committee created by this Agreement.

"Department" means the City Police Department.

"FLSA" means the Fair Labor Standards Act.

"FMLA" means the Family and Medical Leave Act.

"FOP 88 Board" means the executive officers elected in accordance with the governing by-laws of the Don Owens Memorial Lodge 88, Fraternal Order of Police, Inc.

"FOP Labor Council, Inc." means the Indiana Fraternal Order of Police Labor Council, Inc., selected by the members of the bargaining unit to represent them.

"Grievance" means any difference that may arise between the parties or between the City and a member covered by this Agreement as to any matter involving the interpretation, meaning, application, or violation of the provisions of this Agreement.

"INPRS" means the Indiana Public Retirement System.

"Light duty" means a short-term, temporary assignment of duties, approved by a healthcare provider and the Chief, to which a member is assigned during recovery from illness or injury and based on the medical, physical and/or psychological restrictions of the member.

"Mate" means an individual who is in a committed relationship of indefinite duration with a City employee, with an exclusive, mutual commitment similar to that of marriage. The partners share the necessities of life and agree to be financially responsible for each other's well-being, including basic living expenses. The individuals reside within the same residence, are not married to anyone else, do not have another mate or domestic partner, and are not related by blood.

"Mayor" means the duly elected Mayor of the City of Bloomington, Indiana, and as described in Ind. Code § 36-4-5-2.

"Member" means any individual who is subject to the Agreement between the City and the Union in accordance with BMC § 2.32.020.

"Overtime pay" means a rate of pay equal to time and one-half an individual member's regular rate of pay.

"Registered domestic partner" means an individual who is in a committed relationship of indefinite duration with a City employee, with an exclusive, mutual commitment similar to that of marriage and who have registered as partners with the City's Human Resources Department in accordance with the City's Domestic Partnership Policy. The partners share the necessities of life and agree to be financially responsible for each other's well-being, including basic living expenses. Domestic partners are not married to anyone according to the laws of the State of Indiana. Under the City's Domestic Partnership Policy, the domestic partners must declare under oath that they are not related by blood closer than permitted under marriage laws of the State of Indiana; that they are not married according to the laws of the State of Indiana; that they are at least eight (18) years of age and have the capacity to enter into a contract; that they have no other domestic partner; that they share a household; and that they are jointly responsible to each other for the necessities of life. The City may require documentation substantiating these declarations in accordance with the City's Domestic Partnership Policy.

"Regular hourly rate" has the same meaning as what the FLSA considers to be included in an employee's regular rate of pay.

"Seniority date" means the date of original hire with the Department. For those members who are hired on the same date, their ranking on the Board's hiring list shall be the deciding factor of order of seniority. This seniority list shall be documented by a member's Personal Identification Number (PIN) issued by the City upon being hired, with a lower number signifying a higher seniority. (Example: 1200 has more seniority than 1201).

"Shift Rep" means a member of the Bargaining Unit elected by January 15 each year by each Uniform shift and Detectives as the representative of his/her respective shift or unit.

SECTION II. Terms and Conditions of Agreement

This Agreement between the parties constitutes a settlement of all bargainable issues, as defined in BMC § 2.32, for calendar years 2023, 2024, 2025, and 2026, unless otherwise specified herein. The terms and conditions of this Agreement shall not be retroactive in any manner. It is understood and expressly agreed by the parties that all terms and conditions in this Agreement are contingent on and subject to the following conditions:

A. Receipt in each and every year of the Agreement by the City of no less than one million, two-hundred thousand dollars (\$1,200,000.00) from the Utility Department of the City in satisfaction of what is commonly known as the "Interdepartmental Agreement."

B. The City being legally authorized in each and every year of the Agreement to increase its *ad valorem* property tax by a minimum of three percent (3%) rate of growth over the

previous year's maximum permissible *ad valorem* property tax levy, and a maximum increase equal to the total non-farm personal income growth multiplied by the maximum permissible *ad valorem* property tax levy for the preceding year (beginning with fiscal year 2023) as provided for and defined in Ind. Code § 6-1.1-18.5-1 *et seq.* entitled "Civil Government Property Tax Controls." The City shall not be required to petition for financial relief as provided for and defined in the above-cited chapter as a prerequisite to showing its inability to increase its *ad valorem* property tax levies in the above-stated amounts.

C. Receipt in each and every year of the Agreement by the City of no less than twelve million, seven hundred thousand dollars (\$12,700,000.00) from the certified shares of the City's portion of the Local Income Tax distribution as provided for and defined in Indiana Code § 6-3.6-1 *et seq.* entitled "Local Income Taxes" and receipted into the City's general fund.

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

E. In the event that any of the above-stated conditions do not occur, then it is specifically understood and agreed by the parties that the City may declare this Agreement open with respect to the salary rates provided in Section XII for all subsequent years covered by this Agreement. The City shall inform the Union of such declaration in writing. In the event of such declaration by the City, the parties shall immediately as practicable begin new negotiations on the subject of said salary rates only, pursuant to BMC § 2.32, and following. In the event that BMC § 2.32.040, "Issues Subject to Bargaining" is amended, then it is specifically understood and agreed by the parties that either party may declare this Agreement open with respect to said added issue (or issues) for all subsequent years covered by this Agreement.

SECTION III. Management Rights

This Agreement shall not be deemed in any way to limit or diminish the authority and responsibility of the City to manage and direct the operation and activities of the City and the Department, including the police operation and activities, to the full extent authorized or permitted by law.

Nothing in this Section shall be construed to negate the clear and unambiguous meaning of this Agreement.

SECTION IV. Labor-Management Committee

The City and Union agree to form a joint Committee which shall consist of two representatives appointed by the Mayor and two representatives appointed by the Union. The Committee shall meet quarterly or as needed and may discuss, *inter allia*, issues not subject to bargaining pursuant to BMC § 2.32. The results of the Committee deliberations shall be in the form of a recommendation forwarded to the Chief. The Chief shall have thirty (30) days to forward the recommendation to the Board along with his or her comments. The Board may then consider the recommendation at a subsequent regularly scheduled meeting.

In the event the Chief is a member of the Committee, the recommendation shall be forwarded directly to the Board along with any comments, pro or con, from Committee members.

SECTION V. Duties of Members

A member's duties shall be outlined in job descriptions maintained in the office of the Chief and the City's Human Resources Department. These files shall be accessible to the members during normal working hours of the Chief's Office and the City's Human Resources Department.

SECTION VI. Hours of Employment

Pursuant to 29 U.S.C. § 207(k) of the FLSA, the City has established a fourteen (14) day work period for members.

A member assigned to the Detective Division, but not assigned to the Special Investigations Unit, shall work five (5) eight (8) hour days, Monday through Friday, with two (2) days off, Saturday and Sunday, without regard to recognized holidays, and shall not be assigned to be "on-call" more than one (1) Saturday and Sunday per month.

A member assigned to the Special Investigations Unit shall work forty (40) hours per calendar week, with his or her typical work schedule to be Monday through Friday with five (5), eight (8) hour days, without regard to recognized holidays. A member assigned to the Special Investigations Unit shall have a fluctuating work schedule, provided the fluctuating work schedule is necessitated by the nature of the work required by the Special Investigations Unit. The Lieutenant of the Detective Division shall have the authority to determine if a member's desire to fluctuate his or her work schedule is a necessity of the nature of his or her work with the Special Investigations Unit.

A member assigned to the Detective Division or the Special Investigations Unit at the effective date of this contract may continue said assignment, subject to their right to elect to return to the Uniform Division pursuant to Section VIII of this Agreement.

Detective members may be assigned to a one (1) week "on-call" status. Detectives assigned "on-call" may choose to be compensated with four (4) hours of overtime pay, in addition to a minimum four (4) hours of overtime call-out pay and overtime pay for any amount over four (4) hours. "On-call" shall mean from 9:00 a.m. on Friday to the following Friday at 9:00 a.m. In the alternative, detectives may choose to receive a compensatory day off in lieu of "on-call" overtime pay. No detective shall be assigned on-call duty in excess of eight (8) weeks per calendar year.

A member assigned to the Uniform Division shall work six (6) consecutive eight and a half (8.5) hour days with three (3) consecutive days off, without regard to recognized holidays.

These shifts shall be (morning shift) 5:30 a.m. to 2:00 p.m.; (afternoon shift) 1:30 p.m. to 10:00 p.m.; and (night shift) 9:30 p.m. to 6:00 a.m. Any change in shift hours shall be announced by the Chief no less than one (1) month prior to the beginning of the "bidding season" as referenced in Section VIII. Exceptions to shift hours as set in this Agreement shall be high intensity patrol, bike patrol, downtown resource officers, K9 officers, and motorcycle patrol. Every effort shall be made to ensure that shifts manned exclusively by volunteers other than those that currently exist (i.e. high intensity patrol, bike patrol, downtown resource officers, K9 officers, and motorcycle patrol) shall be staffed in such a manner that shift bids by seniority shall not be compromised. In the event any additional shifts are deemed necessary by the Chief, said shifts shall not be added without consultation with and approval by the Committee. In the event

that no consensus can be reached by the Committee on the addition of said shift(s), the issue shall be forwarded to the Board for final resolution.

SECTION VII. Meals and Rest Breaks

A member is entitled to meal and rest breaks for a period not to exceed one (1) hour for each eight (8) hours worked. Work periods for less than four (4) hours do not entitle a member to a break. Extended work periods of twelve (12) or more hours entitle a member to an additional half (1/2) hour break for each four (4) hours period in excess of eight (8) hours.

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

SECTION VIII. Shift Transfers

All shift transfers shall conform to the following procedures:

A. Except as noted below, between November 15 and November 30 for each year affected by this Agreement, a "bidding season" shall be open for each member hired prior to January 1, 2020, to submit their first, second and third bids for a shift assignment in the Uniform Division. Members hired after January 1, 2020 shall submit a first, second, and third preference for a shift assignment in the Uniform Division. A member may submit bids or preferences for shift assignments only and not any particular shift rotation. The Chief will make best efforts to publish a list of shift assignments within a week of the end of the bidding season. The Chief may restore the "bidding" season to December 1 through December 15 in any of the contract years if

further time is needed to assess anticipated staffing levels in the following year, or the change to the November dates causes other administrative problems.

1. The Chief retains the authority and responsibility for the determination of the required staffing level assigned to each shift.
2. Shift assignments become effective on the first (1st) day of January of each year of this Agreement following the "bidding season".
3. Shift assignments for those officers who submit a shift bid shall be based solely upon seniority, with the most senior members being assigned to their preferred shifts first. Shift assignments for those officers who submit a shift preference shall be allocated by the Chief, or his/her designee, to any remaining open spots. Every effort shall be made to place those officers who submit a shift preference on their preferred shifts based upon seniority except in circumstances where the needs of the Department in terms of experience, skill sets, or specialty functions require that officers be assigned outside of their preferred shift.

B. In accordance with Section VIII(A)(1), the Chief shall establish each shift's staffing level, taking into account the needs of the Department regarding certain specialty assignments, including but not limited to CIRT, K-9, and Motorcycle Patrol. After the Chief has allocated spots among the shifts, seventy-five percent (75%) of the spots so-allocated shall be considered biddable. The seventy-five percent (75%) calculation to determine the total number of biddable spots shall be performed individually for each shift and not on the aggregate number of spots across all three shifts added together. If the seventy-five percent (75%) calculation does not result in a round integer of biddable spots for a shift but instead results in a leftover fraction

of a biddable spot for a shift, the total number of biddable spots shall be “rounded down” so that a fraction of a biddable spot shall not count as a biddable spot on the shift. For illustrative purposes only, consider the example set forth below.

Shift	Number of Spots Allocated by the Chief on December 1	Total Number of Biddable Spots on Each Shift after 75% Computation
Morning	18	13.5 (rounded down to 13)
Afternoon	22	16.5 (rounded down to 16)
Night	20	15

The non-biddable spots on each shift shall be filled in accordance Section VIII(A)(3).

The Chief retains the authority under Section VIII(A)(1) to modify each shift’s staffing level from time-to-time throughout the year as may be necessary. However, as stated in Section VIII(G) of this Agreement, the Chief does not have the authority to alter the shift assignment of an officer who submits a successful bid for a particular shift, except as permitted by Section VIII(G).

C. A member assigned to the Uniform Division may not request, nor be granted an assignment to the Detective Division or other position in the Department solely on the basis of seniority. The "bidding season" described in paragraph (A) shall apply to assignments only within the Uniform Division.

D. Members may agree to temporarily exchange shifts for full or partial days with the approval of their supervisors. Shift differential pay shall not be altered unless the temporary exchange is in excess of thirty calendar (30) days.

E. A member in the Detective Division or other position within the Department, with the approval of the Chief, the approval of which shall not be unreasonably withheld, may return to the Uniform Division by:

1. Requesting transfer to the Uniform Division; or

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

F. A member may request a shift transfer outside of the "bidding season" for special circumstances such as medical or family needs. A member must submit supportive documentation of the special circumstances, including the reasons the present assignment cannot reasonably be fulfilled. The Chief shall retain the final authority for such reassignment based upon special circumstances. Such reassignment shall not exceed ninety calendar (90) days.

G. For officers who submit shift bids, shift assignments may be altered during this Agreement only by the procedures indicated in this Section and also by:

1. Agreement of the City and the Union; or
2. In the event of a civil emergency declared by the Mayor; or
3. By order of the Chief on a temporary basis (not to exceed one hundred and twenty (120) calendar days per year), due to a manpower shortage as expressed in writing to the Board and the Union. In the case of a declaration of civil emergency by the Mayor, or a temporary order by the Police Chief, members shall be paid at current Agreement rates of accumulation and pay for all time worked outside their regular schedule;
or
4. During the Friday, Saturday and Sunday directly associated with the Indiana University Little 500.

SECTION IX. Strike Prohibition

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

SECTION X. Layoffs

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

A member with the lowest seniority date shall be laid off first and recalled last. A member that has been laid off shall be given the opportunity to return to duty before any new personnel will be hired.

Civilian personnel shall not be hired as the result of a layoff to perform the duties of a member.

SECTION XI. Leaves

A. Benefit Leave

- A. A member shall receive Benefit Leave by the following formula:
 - 1. A member who has completed one (1) year of employment shall receive twenty-nine (29) days of Benefit Leave per calendar year, with the entire allotment of Benefit Leave days being credited to a member on the first day of each calendar year applicable to this Agreement.

2. One additional day of Benefit Leave per year shall be added at the beginning of the calendar year of the five (5) through twenty-five (25) year anniversary dates of employment.
3. Benefit Leave days under this section shall not exceed fifty (50) days per calendar year.

B. Benefit Leave may be taken subject to approval by the member's supervisor, which shall not be arbitrarily withheld.

C. The minimum amount of Benefit Leave taken at any one time shall be no less than one-half hour, but additional time after the first one-half hour may be used on increments of fifteen (15) minutes.

D. Members of the Uniform Division shall be entitled to carry over up to fifty-one (51) benefit leave hours each year and members of the Detective Division shall be entitled to carry over up to forty (40) hours each year. Carried-over benefit leave hours must be used during the year into which they are carried and may not be carried over for a second time.

E. In addition, any member who resigns or retires shall be eligible to receive all Benefit Leave time he or she has already accrued and a credit for the as yet earned Benefit Leave prorated over the entire year by payroll periods and based upon the last day the member is actually present and working. For the purposes of Benefit Leave credit, only sixteen (16) Benefit Leave days are subject to pro-ration. The formula for pro-ration is as follows:

1. Sixteen (16) Benefit Leave days divided by the number of payroll periods in a calendar year, times the number of payroll periods worked by the member during said calendar year.

2. The number of payroll periods worked by the member shall include any partial payroll periods worked, even if only (1) day of the payroll period was worked by the member.
3. The number of days a member shall receive credit for earning shall be rounded up to include an extra full day of earned Benefit Leave if the calculation contains a decimal of .5 or above, and rounded down if below .5. (For example, a member "eligible" for twenty-nine (29) Benefit Leave days in 2023 works his or her last day on October 2, 2023. The calculation is sixteen (16) days divided by twenty-six (26) payroll periods = .615, times twenty (20) periods worked = 12.3 days. This member is entitled to receive twelve (12) prorated Benefit Leave days and the thirteen (13) Benefit Leave days not subject to pro-ration for 2023).
4. If a member leaves before the end of a calendar year, he or she may be required to compensate the City for a portion of the used Benefit Leave days:
 - a. If a member has exhausted all of his or her Benefit Leave; and
 - b. There remain recognized paid holidays on the City's calendar for non-union employees; then
 - c. A member shall compensate the City the number of Benefit Leave days he or she utilized in an amount equal to the number of remaining recognized paid holidays for non-union City employees.

B. Bereavement Leave

Bereavement Leave is available after completion of a member's initial probation period.

A. Upon the death in a member's immediately family (spouse, registered domestic partner, mate, child, brother, sister, parent, parent of spouse, the parent or child of a registered domestic partner, the parent or child of a mate, or step equivalents thereof) the member shall be granted three (3) days of leave with pay for the attendance of funeral matters.

B. Upon the death of a relative other than immediate family (grandparent, grandchild, brother-in-law, sister-in-law, or step equivalents thereof), the member shall be granted one (1) day leave with pay for the attendance of funeral matters.

C. Bereavement Leave shall be granted at the member's request, unless extreme circumstances, including but not limited to civil emergency or manpower shortage, require rescheduling of such leave.

D. Additional leave in the above cases, or leave in connection with the death of other relatives or friends, may be granted with pay at the discretion of the Chief by using Benefit Leave.

E. Special circumstances involving time off work as a result of the death of a friend or family member may be approved without pay at the discretion of the Chief.

F. For purposes of this provision, one day of leave equals the number of hours the member would regularly have been scheduled to work on the day taken off or the average number of hours worked per day. Also for the purposes of this provision, "other leave" does not include sick leave.

G. This Section in no way prohibits a member from using Benefit Leave in the event he or she experiences the death of a friend or family member, the ability to use Benefit Leave shall not be arbitrarily withheld.

C. Sick Leave

A member shall report sick only when he or she is suffering from an illness or injury which would prevent him or her from properly performing his or her assigned duties.

A. Such report shall be made to the commanding officer or on-duty supervisor at least one (1) hour prior to reporting time for each tour of duty.

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

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

D. A member shall be entitled to sick leave with full-pay without limitation, subject to processing of medical disability pension status under current Indiana law.

E. Additionally, the City shall pay for the medical expenses of the member in accordance with Indiana law at the time of the illness or injury. Such expenses shall be paid by the City to the extent that such expenses are not reimbursed by the member's medical insurance or worker's compensation insurance, subject to a maximum liability to the City of the amount of non-reimbursed medical expenses that would have been incurred if the member was on the City's medical insurance plan.

F. A member who is unable to perform his or her full duties due to temporary medical limitations documented by a physician and provided to the Chief as indicated herein,

may be assigned to light duty, at the discretion of the Chief, so long as the reassignment is consistent with the recommendation of a physician that such reassignment shall not jeopardize the health, safety, and welfare of the member. Where a member has been ordered to consult a physician hired by the City in accordance with Section C above and the opinion of the City's physician with regard to light duty capabilities is in conflict with the member's physician, the opinion of the City's physician shall control. However, where a member has consulted his/her personal physician and his/her personal physician is a specialist in the field related to the member's injury, the City will either (1) follow the light-duty restrictions recommended by the member's specialist or (2) send the member to a specialist, in the field related to the member's injury, of the City's own choosing at the City's expense for a second evaluation, which shall control.

SECTION XII. Compensation

A. Pay Days

Members shall be paid their wages bi-weekly every other Friday. An annual bi-weekly schedule of pay days shall be posted before the first pay day of the calendar year.

When possible, holdover pay, off-duty pay, and overtime pay shall be paid with the next pay check following the period such overtime pay was earned.

When possible, errors in a member's pay shall be corrected no later than the next pay period.

B. Basic Salary Ordinance

The City shall contribute four percent (4%) of the salary of a fully paid officer first class to INPRS on behalf of each member throughout the term of this Agreement. These contributions

are based on the salary of an officer first class plus twenty (20) years longevity and they are permitted under the authority of Ind. Code § 36-8-8-8.

For 2023, the base salary rate of all members subject to this Agreement shall increase by thirteen and seventeen hundredths percent (13.17%) for Officers First Class and by twelve and sixty-seven hundredths percent (12.67%) for Senior Police Officers and shall be as follows:

Officer 1st Class	\$66,327
Senior Police Officer	\$69,263

Effective January 1, 2024, the base salary rate of all members subject to this Agreement shall increase by two and eight tenths percent (2.80%) and shall be as follows:

Officer 1st Class	\$68,184
Senior Police Officer	\$71,202

Effective January 1, 2025, the base salary rate of all members subject to this Agreement shall increase by two and nine-tenths percent (2.90%) plus a salary increase of \$12,000 and shall be as follows:

Officer 1st Class	\$82,161
Senior Police Officer	\$85,267

Effective January 1, 2026, the base salary rate of all members subject to this Agreement shall increase by three percent (3.0%) and shall be as follows:

Officer 1st Class	\$84,626
Senior Police Officer	\$87,825

C. *Holdover and Off-Duty Pay*

A. Any time a member is called in from off duty, they shall be paid their regular hourly rate or, when required by the FLSA, the applicable FLSA overtime rate. Any time a

member is called in from off duty, they shall receive a minimum of two (2) hours pay with no maximum limit. The minimum of two (2) hours pay shall not include holdover from a regularly scheduled duty shift. In the event that an officer is in a holdover after regularly scheduled duty hours, pay shall be computed as described in the below subsection (D).

B. When a member testifies pursuant to a subpoena issued on a duty-related matter, the member shall be compensated for a minimum of two (2) hours pay. In the event the member's subpoena-mandated appearance is cancelled, the member shall be compensated with two hours of pay unless the member received at least two (2) hours of advance notice of the cancellation.

C. When a member reaches the FLSA threshold of eighty-six (86) hours in a work period, the member shall be paid at one and a half times the regular rate of his or her pay.

D. One-quarter (1/4) hour payments shall be paid in the following increments: two to fifteen (1-15) minutes equal one quarter (1/4) hour; sixteen to thirty (16-30) minutes equals one half (1/2) hour; thirty-one to forty-five (31-45) minutes equals three-quarter (3/4) hour; and forty-six to sixty (46-60) minutes equals one (1) hour.

D. Shift Differential

A member regularly assigned to the afternoon shift and night shift shall receive a shift differential pay throughout the term of this Agreement as follows:

Afternoon Shift	\$16.00 per week
Afternoon Shift for certain Senior Police Officers	\$50.00 per week
Night Shift	\$20.00 per week

In order to be eligible for the fifty dollar (\$50) per week afternoon shift premium, a Senior Police Officer must successfully bid for afternoon shift as his/her first or second choice during the

“bidding season” described in Section VIII(A) of this Agreement. A Senior Police Officer who ends up on afternoon shift but did not select afternoon shift as his first or second choice during bidding season shall instead receive the sixteen dollar (\$16) per week shift premium. These premiums shall be disbursed throughout the year by inclusion in the member's regular paycheck.

E. Training Pay

A member shall receive training pay at the rate \$100.00 for every twenty (20) hours of training completed during the previous calendar year.

- A. Credit for training is not cumulative.
- B. In order to qualify for credit, any training shall be approved by the Chief in advance of the training.

F. Specialty Pay

A member shall receive annual specialty pay at the rate of \$500.00 for each Category 1 specialty he or she holds. A member shall receive annual specialty pay at the rate of \$1,000 for each Category 2 specialty he or she holds. A member shall receive annual specialty pay at the rate of \$1,600.00 for each Category 3 specialty he or she holds.

- A. Category 1 specialties shall include the following:
 - 1. School Liaison Officer;
 - 2. Training Instructor;
 - 3. Breath Analyzer;
 - 4. K9 Officer;
 - 5. Bike Patrol;
 - 6. Motorcycle Patrol;
 - 7. Civil Disturbance Unit;

8. Accident Reconstructionist;
 9. Honor Guard;
 10. Drug Recognition Expert (DRE); and/or
 11. Downtown Resource Officer.
- B. Category 2 specialties shall include the following:
1. CIRT Officer;
 2. Hostage Negotiator; and/or
 3. Dive Team.
- C. Category 3 specialties shall include the following:
1. Detective; and/or
 2. Field Training Officer.
- D. A member may hold and be compensated for multiple specialties.
- E. A member shall maintain and/or hold any required certifications or continuing education to receive compensation for a specialty.
- F. A member shall not perform the duties of a specialty on a temporary or part-time basis without compensation per the guidelines of this Section.

G. Education Pay

A member shall receive education pay for any formal education the member has received in the following manner:

- A. 2 year degree = \$600.00 per year.
- B. 4 year degree = \$1,200.00 per year.
- C. Masters, Law or Doctorate degree = \$1,600.00 per year.

H. Longevity Pay

A member shall receive longevity pay in the amount indicated in the table below:

YEARS OF SERVICE	LONGEVITY
1	\$200
2	\$400
3	\$600
4	\$800
5	\$1,000
6	\$1,200
7	\$1,400
8	\$1,600
9	\$1,800
10	\$2,000
11	\$2,200
12	\$2,400
13	\$2,600
14	\$2,800
15	\$3,000
16	\$3,200
17	\$3,400
18	\$3,600
19	\$3,800
20 or more	\$5,000

I. Certified INPRS Salary

INPRS pay is based on the salary of an Officer First Class plus five thousand dollars (\$5,000). For the term of this Agreement, the certified INPRS salary shall be as follows:

- A. Effective January 1, 2023 = \$71,327
- B. Effective January 1, 2024 = \$73,184
- C. Effective January 1, 2025 = \$87,161
- D. Effective January 1, 2026 = \$89,626

J. Maximum for Training, Specialty & Education Pay

No member shall be entitled to receive more than \$4,800.00 per year for any combination of Training Pay (the above subsection E), Specialty Pay (the above subsection F), and/or Education Pay (the above subsection G).

K. Clothing and Uniform Allowance

A basic City uniform, clothing, and accessory issue shall be established by general order. This initial issue shall be at the City's expense.

A. All maintenance, repair, replacement, cleaning and upkeep of a member's uniform is to be borne by the individual member.

B. The following items (which remain the property of the Department) shall be maintained, repaired, replaced and cleaned by the City, unless the below items are damaged, misplaced, or stolen due to a member's negligence or misuse:

1. Helmet
2. Gas mask (if issued)
3. Firearm, magazines and duty ammunition
4. Handcuffs; 1 pair with 2 keys
5. Portable radio and batteries
6. Hat badge, uniform badge, and all uniform patches
7. Identification card
8. Defensive weapons
9. Bullet proof vest
10. Rifle plates and carrier

C. Changes in style or additional clothing or equipment mandated by the Department shall be furnished at City expense.

D. An allowance to defray the costs of the replacement, purchase, maintenance, etc. of a member's uniform and equipment in the amount of five hundred dollars (\$500.00) shall be provided by the City to each member. This allowance shall be paid in one lump sum on the pay date immediately preceding June 15 each year. If a member ceases to be employed by the Department prior to June 15, he or she shall not be entitled to any portion of that year's clothing allowance.

L. Benefit Leave Donation

A member may request that a benefit bank be established for a qualifying event under the FMLA. Eligibility shall be determined by the Human Resources Department and the member shall be required to utilize one-half (1/2) of his or her Benefit Leave before utilizing donated leave. Each member may donate a maximum of six (6) Benefit Leave days per calendar year to a benefit bank.

M. Compensatory Time

A. A member shall have the option, upon approval by the Chief, of accepting and accumulating compensatory time up to the maximum accumulation in lieu of actual payments for all overtime pay.

1. In order to be able to receive compensatory time, a member shall notify his or her immediate sergeant or lieutenant that he or she wishes to receive compensatory time credit in lieu of the pay he or she is entitled to receive, such notification shall be made during or at the conclusion of the same shift in which the time occurred. Approval of this request shall be

provided as soon as the sergeant or lieutenant has conferred with the Chief.

2. Compensatory time is not available for details which are worked when the City is being reimbursed for the work by a third party, such as Indiana University or the Monroe County School Corporation or by grant.
3. A member who participates in or attends training classes, seminars, retreats or programs shall have his or her work schedule adjusted so as to ensure that his or her training occurs on a day he or she is scheduled to work. For example, a member is scheduled to work on Monday, with Tuesday off. Training is scheduled to occur on Tuesday. The member's schedule shall be adjusted so that Monday is his or her new day off and Tuesday is his or her new selected duty date.

B. No member shall be allowed to accumulate more than forty (40) hours of compensatory time. Exceptions to the forty (40) hour accumulation may only be permitted upon approval of the following: the Chief, the Director of Human Resources and the Mayor.

C. The City retains the sole discretion to grant or deny requests to take compensatory time off when the request is made. Members are encouraged to seek permission to use compensatory time off at least forty-eight (48) hours in advance of when they hope to utilize their compensatory time.

D. Compensatory time, like Benefit Leave, shall only be used as paid time off from work; and, except as set forth in this Section, at no time may it be converted to a cash payment. Compensatory time may be carried forward into each new fiscal year.

1. A member who resigns, retires or otherwise permanently separates from the services of the City shall receive payment for all of his or her accumulated compensatory time hours upon his or her separation from employment with the City in accordance with the standards established by the FLSA. Specifically, a member shall be paid at a rate of compensation not less than:
 - a. The average regular rate received by the member during the last three (3) years of the member's employment; or
 - b. The final regular rate received by the member, whichever is higher.
2. The City, in its sole discretion, at the end of a calendar year, may liquidate all or any portion of a member's compensatory time bank by paying the member such hours at his or her current rate of pay.
3. In the event of a member's death, this payment shall go to the member's beneficiaries.

SECTION XIII. Insurance Coverage

A. Life Insurance

The City shall pay the total premium for life insurance on each member in the amount equal to fifty thousand dollars (\$50,000.00) or one hundred thousand dollars (\$100,000.00) in the event of accidental death. In addition, a member may purchase additional life insurance, utilizing the group rate, at his or her own expense.

B. Health Insurance

Throughout the term of this Agreement the City shall offer a group medical insurance plan. Each member 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 member 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 shall be credited to a member's insurance premium monthly, with the balance being deducted from a member's bi-weekly pay checks. At no time during the term of this Agreement shall a member be charged a higher employee contribution than the contribution paid by other City employees.

A member who retires 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 member shall bear the entire cost of such participation, and the premium may be in excess of basic premium for employed members.

Should a member die in the performance of his or her duties as a law enforcement officer, any survivors who have 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 shall pay the premium(s) for up to six (6) months after the member's death.

SECTION XIV. Personnel Matters

A. Personnel Service Records

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

B. Rights of Members

The City and the Union hereby acknowledge that all steps must be taken to maintain the integrity of the Department. Accordingly, all members shall have the duty to cooperate fully with respect to the investigation of internal charges and to report immediately any illegal activities or violations of the Department's Rules & Regulations or General Orders.

When, for any reason, a member is under investigation or subjected to questioning which could lead to disciplinary action, demotion, or dismissal, and to insure that such investigation or questions are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each member, the following rules of procedure are hereby established.

A. The interview shall be conducted at a reasonable hour, preferably at a time when the public safety officer is on duty, unless, in the judgment of the interviewer, the seriousness of the investigation requires an immediate interview.

B. The interview shall take place at the public safety officer's department or an equivalent office setting designated by the interviewer.

C. The interviewer shall inform the public safety officer of the name, rank, and assignment of the officer in charge of the investigation, the interviewer, and all other persons present during the interview.

D. The interviewer shall present the public safety officer with a statement of rights to be signed by the interviewer and the public safety officer. The statement of rights must be in substantially the following form:

STATEMENT OF RIGHTS

I wish to advise you that you are being questioned as part of an official investigation of the Bloomington Police Department. You will be asked questions specifically, directly, and narrowly related to the performance of your official duties as a _____ or concerning your fitness for service as a _____. You have the constitutional right not to incriminate yourself.

Under no circumstances will your statement be used in any subsequent criminal court action against you. However, factual information contained in the internal affairs file on this investigation, including your statement, is generally discoverable in civil rights litigation filed in federal or state court and may be used to impeach your testimony. In addition, this factual information may be used in any criminal proceeding in which you are a witness.

I further wish to advise you that if you refuse to give a statement or answer questions relating to the performance of your official duties or fitness for duty, you will be subjected to departmental charges that could result in your dismissal from the Bloomington Police Department.

Signed _____ (Interviewer).

I have read the above and understand it fully. I sign this statement having been advised of the above rights before any questions have been asked of me.

Signed _____ (Police officer).

Date and time _____.

E. In a noncriminal case, once a public safety officer is scheduled for an interview under this subsection, the officer in charge of the investigation must provide the public safety officer with a copy of the complaint, if one exists. In a criminal case, the officer in charge of the investigation must inform the public safety officer of the nature of the complaint. The officer in charge of the investigation is not required to disclose the name of the complainant to the public safety officer.

F. An interview session shall be for a reasonable duration of time and must allow for personal necessities and rest periods as reasonably necessary.

G. An interview of a public safety officer as described in this subsection shall be tape recorded at the request of either party. A written transcript must be provided to the public safety officer upon request, at no cost to the public safety officer.

H. If at the time of the interview the public safety officer is under arrest or in custody, the interviewer must completely inform the public safety officer of the public safety officer's federal and state constitutional rights regarding self-incrimination prior to the commencement of the interview.

I. A public safety officer may not be required to waive any immunities under federal or state law at any point in an investigation.

J. A question posed to a public safety officer must specifically, directly, and narrowly relate to the performance of duties or fitness for service as a public safety officer.

K. A public safety officer shall have the right to be represented by an attorney or other representative during an interview where the interview relates to the public safety officer's continued fitness for law enforcement service. The public safety officer shall be provided a reasonable period of time to obtain representation, which may not exceed seventy-two (72) hours from the time of request, unless agreed upon by both parties. The attorney or representative may not participate in the interview, except to advise the public safety officer.

L. The interview shall be limited to two (2) hours duration and there shall be at least six (6) hours between the sessions of interview. Two (2) sessions in twenty-four (24) hours shall not be exceeded unless mutually agreed upon by the City and the member.

M. The member shall not be subjected to offensive language or abuse during the interview and shall be allowed to attend to his or her physical necessities.

N. At no time shall the number of interviewers exceed three (3), the identity of which shall be made known to the member a minimum of four (4) hours prior to the interview. Likewise, the identity of the member's representatives shall be made known to the interviewers a minimum of four (4) hours prior to the interview.

O. It shall not be mandatory for any member of the immediate family of the member to give a statement to the City. Prior to requesting any member of the immediate family of the member to give a statement, the member shall be given twenty-four (24) hours notice.

P. The member 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 innocent unless:

1. All other avenues of investigation have been utilized; and
2. The examiner is not the City's investigator in the allegations under investigation.

Q. Blood, breath and urine tests for controlled substances are mandatory for a member who is suspected of being under the influence of alcohol or any drug while on duty or acting in his or her official capacity as a police officer for the City.

R. It shall not be mandatory for a member to appear in a police line-up on any administrative investigation.

S. If a member is compelled by threat of possible job forfeiture, or discipline, to make any oral or written statement either by direct, face-to-face order, or written orders then

neither the statement nor the fruits of the statement may be used against the member in a subsequent criminal prosecution of the member.

T. The interviewers shall forward a report to the Chief which shall contain their findings of the investigation and interview. The Chief shall furnish the member with a written status report, or a disposition, within ten (10) business days of the first interview and every additional twenty (20) business days thereafter until the investigation is completed.

U. Upon completion of the investigation the Chief shall determine the matters as one of the following dispositions:

1. Proper Conduct;
2. Unfounded;
3. Policy Failure;
4. Insufficient Evidence; and/or
5. Improper Conduct.

The disposition shall be provided in writing to the member and any representative.

V. A member who is disciplined as a result of this investigation under the authority of the Chief, as opposed to discipline under the authority of the Board, shall have the right to appeal the action to the Board, in writing, in accordance with state law and the Board's Rules & Procedures.

1. Such appeal shall be made within seventy-two (72) hours after the member receives the discipline.
2. Such appeal shall be submitted to the Board via the Corporation Counsel and the Chief.

3. The appeal shall be submitted in writing, which can occur via email communication.

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

X. During his or her off-duty hours and while not in uniform or wearing any clothing that identifies him or her as a member of the Department, the member shall be permitted to engage in such political activities as not prohibited by law.

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

Z. The terms and conditions of this Section shall not apply to any investigation or questioning of a member in the course of counseling, instruction or informal verbal admonishment by, or other routine contact with any supervisor of the Department of the City.

AA. The terms and conditions of this Section shall not be interpreted to require the City to conduct any interview of a member prior to issuing or recommending any disciplinary measure against the member that will result in a loss of forty hours or more of pay, Benefit Leave, or any combination thereof.

BB. In the event there is body camera footage related to an investigation conducted under this Section, the member under investigation shall have the right to view said footage prior

to making any official statements, but shall not have the right to make, receive or retain a copy of the footage.

SECTION XV. Grievance Procedure

The purpose of this grievance procedure is to establish effective process for the fair, expeditious and orderly adjustment of grievances. The informal resolution of grievances is urged, and it is encouraged that grievances be resolved at the lowest possible level of supervision.

Grievances shall be processed according to the following procedures:

A. Step 1. A member who feels he or she has been aggrieved or believes that any provision of this Agreement has not been applied or interpreted properly must discuss his or her grievance with his or her Captain, or his or her designee, with or without the presence of a Union representative, within six (6) business days after the occurrence of the event upon which the grievance is based. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point.

B. Step 2. The Captain, or his or her designee, shall render a written answer within six (6) business days after said discussion with a copy of said answer going to the aggrieved member, the Union representative, and the Chief.

C. Step 3. If the grievance is not satisfactorily settled by the above procedure, the member, or his or her designee, shall submit a written formal complaint containing all facts and circumstances surrounding the grievance and present it to the Chief within six (6) business days after receipt of the Step 2 answer.

1. The Chief and the aggrieved member, with the member's representative, shall meet within six (6) business days of the Chief's receipt of the formal written complaint in order to discuss the complaint.
2. Within six (6) business days of the aforementioned meeting, the Chief shall provide the aggrieved member with his or her written answer to the grievance.

D. Step 4. If the grievance is not satisfactorily settled at Step 3, the member, or his or her designee, may appeal to the Mayor within six (6) business days of the Step 3 decision.

1. The Mayor, or the Mayor's designee if the Mayor is unavailable, and the aggrieved member, with his or her designee, shall meet within six (6) business days of the Mayor's, or the Mayor's designee if the Mayor is unavailable, receipt of the member's appeal to discuss the complaint.
2. Within six (6) business days of the aforementioned meeting, the Mayor, or the Mayor's designee if the Mayor is unavailable, shall provide the Chief, the aggrieved member, and the aggrieved member's representative with his or her written answer to the grievance.
3. The decision by the Mayor, or the Mayor's designee if the Mayor is unavailable, shall be final.

E. A member may choose to decline the representation of the Union for the grievance procedure. A member may also discontinue Union representation at any time with written notification to the President of the Union and to the City's appropriate representative of the next grievance Step.

F. Time limits at any step of the grievance procedure may be extended only by mutual agreement, in writing, between the City and the Union or the member acting without Union representation. Forfeiture of Union representation at any time during the grievance procedure does not warrant additional time.

1. In the event an aggrieved member or the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the City's last answer.
2. In the event the City fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall be considered to be denied and may be advanced to the next step by the Union by written appeal within the proper time limit after the answer was to be due.

G. The City shall not refuse to meet, negotiate or confer on grievances with representatives of the Union as set forth in this Agreement.

H. All parties are entitled to representation by counsel at any point from Step 3 forward.

SECTION XVI. Private Vehicle Parking

While on duty, members shall be provided with parking in a designated area within three (3) blocks of the Department. If a permit is required, the net cost shall not exceed Ten Dollars (\$10.00) per year.

SECTION XVII. Union Matters

A. Bulletin Boards

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

B. Negotiation Time Off

During the term of this Agreement, subject to the approval of the Chief, time away from duty when scheduled for duty shall 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.

A. Requests for time away from duty shall be submitted to the Chief, and approval shall not be unreasonably withheld.

B. The Union membership, as a whole, shall have up to one hundred and fifty (150) hours to conduct or participate in activities herein for each singular year covered by this Agreement.

C. No hours from this bank shall be carried forward past the expiration of any singular year covered by this Agreement.

D. Time spent by the Union's bargaining team in contract negotiations with the City's bargaining team shall not count toward the one hundred fifty (150) hour maximum established in this section. However, time spent preparing for bargaining or attending training sessions shall be counted toward the one hundred fifty (150) hour limit.

E. No more than two (2) Union members shall be extended time away from duty simultaneously.

F. Union members shall not be compensated by the City for time spent on Union business during a member's off-duty time, except that Union members may be compensated, subject to the approval of the Chief, for off-duty attendance at training or seminars regarding collective bargaining and/or negotiation strategy.

1. Such time shall be counted toward the one hundred fifty (150) hour maximum established in this Section.
2. Such compensation shall be compensatory time at straight time, unless the Chief approves a Union member's request for overtime pay in lieu of compensatory time off.

SECTION XVIII. Interdepartmental Transfer

The City values the public service provided by members. Transfer from the Department to a civilian position or the Fire Department shall be as follows:

- A. Any accumulated Benefit Leave shall be taken before transfer from the Department or paid to the member.
- B. The member shall receive and accumulate Benefit Leave days based on one-half (1/2) of the member's respective years of service, as applied to either the Fire Department's or Civil City's vacation schedule. As an example, if the member has twenty (20) years of service with the Police Department, he or she shall receive the same number of vacation days as an employee with ten (10) years of service with the Fire Department or Civil City.
- C. 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 shall be taken during the first six (6) months of employment in the new position.

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

E. The member 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 XIX Negotiation Schedule

In accordance with BMC § 2.32, the parties shall meet at mutually agreeable times in 2026 in order to negotiate a collective bargaining agreement to take effect January 1, 2027. In the event that a new agreement is not reached before December 31, 2026, then the terms and provisions of this Agreement shall nonetheless remain in full force and effect until an agreement on a new collective bargaining agreement is reached; provided, however, the terms and 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 upon the date this Agreement is ratified by the Common Council through December 31, 2026, unless otherwise specified in this Agreement.

Kerry Thomson, Mayor
City of Bloomington

Paul Post, President
Don Owens Memorial Lodge 88
Fraternal Order of Police, Inc.

Isabel Piedmont-Smith, President
Bloomington Common Council



Memorandum

TO: Members of the City of Bloomington Common Council (“Council”)

FROM: Margie Rice, Corporation Counsel
Enedina Kassamanian

CC: Kerry Thomson, Mayor
Gretchen Knapp, Deputy Mayor
Nicole Bolden, City Clerk
Jessica McClellan, City Controller
Sharr Pechac, Human Resources Director
Michael Diekhoff, Chief of Police

RE: Resolution 2024-19

DATE: October 21, 2024

Summary

Resolution 2024-19 is a resolution to approve the amended Collective Bargaining Agreement (“CBA”) between the City of Bloomington and the Union for the Bloomington Police Department (“BPD”), which is the Don Owens Memorial Lodge 88, Fraternal Order of Police, Inc.

Recruitment and retention have been a continuing problem for the Bloomington Police Department, and they are currently sixteen officers short of being full-staffed. Police Chief Mike Diekhoff, believes that low salaries, as compared to other jurisdictions are, at least in part, part of the problem.

Because the General Assembly removed residency requirements, allowing police officers to live in any county in the State of Indiana, the market has changed and become more competitive. Police Officers across the state have chosen to work in counties far from where they reside in order to earn a higher salary.

In order to try and address this concern, the Office of the Mayor and the Police Chief met and discussed opening the CBA early and off-cycle. The members of the Fraternal Order of Police (“FOP”) were open to amending the CBA to address base salary only.

It was agreed upon that Twelve Thousand Dollars (\$12,000) would be added to the base pay for the two positions in the CBA: Officer First Class and Senior Police Officer.

Any provisions or language that were affected by that base pay increase were amended, to be consistent, but no other changes were made.

The Controller also worked with Human Resources (“HR”) and others to adjust salaries up the chain of command to prevent compression. Per the Controller, these increased salaries to base pay will be paid from the General Fund and total approximately \$1,107,690 including FICA and PERF contributions. This increase in base pay will, obviously, increase the cost of overtime; however, it is anticipated that if BPD can become fully staffed, overtime costs will decrease. Becoming fully-staffed is the goal and HR is going to work with BPD to that end.

MEMO FROM COUNCIL OFFICE:

To: Members of the Common Council

From: Ash Kulak, Deputy Council Administrator/Attorney

Date: October 11, 2024 (updated October 15, 2024; October 25, 2024)

Re: [Ordinance 2024-19](#) – An Ordinance Fixing the Salaries of Officers and Employees of the Police and Fire Departments for the City of Bloomington, Indiana, for the Year 2025

Synopsis

This ordinance sets the minimum and maximum salary rates for all sworn fire and police personnel for the year 2025 in accordance with Council-approved collective bargaining agreements.

Relevant Materials

- [Ordinance 2024-19](#)
- Staff Memo from Human Resources

Update after October 15, 2024

The council office received the most updated version of this item of legislation from Human Resources after its release in the legislative packet on Friday, October 11, 2024, but before it was introduced for first reading on October 16, 2024. Those modifications were reflected in a packet addendum released before the October 16 Regular Session, when the ordinance was read for first reading as modified.

Summary

[Ordinance 2024-19](#) would fix the salaries for all members of the police and fire departments. This year, the Human Resources Department has implemented the results of the Crowe Classification and Compensation Study within this salary ordinance to reflect the updated job grades for each position listed. The new job grades were approved by the Council at the June 18, 2024 Regular Session in [Ordinance 2024-15](#) and go into effect January 1, 2025.

State law details how salaries for all members of the police and fire departments and all other appointees should be fixed. Under [I.C. 36-8-3-3](#), the annual compensation of all members of the police and fire departments and other appointees shall be fixed by ordinance of the legislative body not later than November 1 of each year for the ensuing budget year. The ordinance may grade the members of the departments and regulate their pay by rank as well as by length of service. If the Council fails to adopt an ordinance fixing the compensation of members of the police or fire department, the board of public safety may fix their compensation, subject to change by ordinance.

Please note that contracts in place with both police and fire unions (Fraternal Order of Police Lodge 88 and Bloomington Metropolitan Firefighters Local 586) impact the amount of compensation proposed in the salary ordinance (as described in the memo from Emily Fields). Unlike related provisions of state law that specify how salaries are fixed for elected

officials and for appointed officers and employees (*except* members of the police and fire department), the statute affecting public safety employees does not expressly restrict salary increases during the budget year.

This year, the collective bargaining agreements with both police and fire unions will be coming to council for approval via resolution at the same time as second reading for this ordinance. The [collective bargaining agreement between the City and the Bloomington Metropolitan IAFF Local 586](#) expires at the end of the year, and [the collective bargaining agreement between the City and the Fraternal Order of Police Lodge 88](#) was reopened. Both contracts have been approved by each union and are awaiting council approval via resolution, coming at the October 30 Special Session.

Contact

Sharr Pechac, Human Resources Director, 812-349-3404, sharr.pechac@bloomington.in.gov
Erica De Santis, Director of Compensation & Benefits, Human Resources, 812-349-3404, erica.desantis@bloomington.in.gov

ORDINANCE 2024-19

AN ORDINANCE FIXING THE SALARIES OF OFFICERS AND EMPLOYEES OF THE POLICE AND FIRE DEPARTMENTS FOR THE CITY OF BLOOMINGTON, INDIANA, FOR THE YEAR 2025

NOW BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION I A. From and after January 1, 2025, pursuant to Indiana Code § 36-8-3-3(d), the salary and pay schedule for the officers and employees of the Fire Department of the City of Bloomington, Indiana, shall be fixed as follows, to wit:

CIVILIAN NON-SWORN

<u>Job Title</u>	<u>Grade</u>
Chief	14
Fire Marshal	9
Deputy Fire Marshal (2)	8
Program Manager	9
Community EMT/Paramedic (6)	6
Office Manager	6
Administrative Assistant	3

SWORN ADMINISTRATIVE FIRE DEPARTMENT EMPLOYEES

<u>Job Title</u>	<u>Grade</u>
Deputy Chief	12
Assistant Chief of Administration and Planning	11
Assistant Chief of Operations	11
Battalion Chief of Operations (3)	10
Battalion Chief of Training	10
Community Engagement Officer	8
Fire Logistics Officer	10
Probationary Officer	7

SWORN CONTRACTUAL POSITIONS

Captain	\$87,845
Chauffeur/Lieutenant	\$81,565
Firefighter 1 st Class	\$78,503

In addition to the salary and pay schedule listed above, the City also shall contribute four percent (4%) of the salary of a fully paid firefighter at base pay (Firefighter 1st Class) with twenty-five years of longevity (equal to an additional \$12,500) to the Public Employees Retirement Fund on behalf of each sworn firefighter under the authority of I.C. §§ 36-8 *et seq.*

SECTION I B. Additional Specialty Pay.

Effective January 1, 2025, increases to the base salary described above on the basis of longevity, professional assignment, certification, and education shall be paid as reflected below.

Longevity

Additional pay for longevity shall be credited on the firefighter’s anniversary date of hire after the completion of years of service as reflected in the chart below.

<u>Years of Service</u>	<u>Amount</u>						
1	\$0	6	\$1,500	11	\$3,000	16	\$5,000
2	\$400	7	\$2,000	12	\$3,000	17	\$5,000
3	\$500	8	\$2,000	13	\$4,000	18	\$5,000
4	\$800	9	\$2,000	14	\$4,000	19	\$6,000
5	\$1,500	10	\$3,000	15	\$4,000	20	\$6,000

<u>Years of Service</u>	<u>Amount</u>
21	\$7,000
22	\$7,000
23	\$10,000
24	\$10,000
25+	\$12,500*

*Longevity is capped at \$12,500; however, pension contributions are made at the full 25+ longevity rate of \$12,500.

Certification

Firefighters who have achieved one or more of the 51 qualifying certifications listed in the Department’s Professional Standards and Promotion Guide shall be eligible for additional compensation in accordance with the table set forth below:

<u>Number of Certifications</u>	<u>Amount per Certification</u>
1	\$100
2	\$200
3	\$300

4	\$400
5	\$500
6	\$600
7	\$700
8	\$800
9	\$900
10	\$1,000
11	\$1,100
12	\$1,200
13	\$1,300
14	\$1,400
15	\$1,500

Maximum of fifteen (15) certificates or one thousand, five hundred dollars (\$1,500.00) shall apply. Any and all certifications must be current and on file at Headquarters to receive certification pay.

Professional & Command Classifications

Additional pay for professional and command appointments shall be as follows:

Headquarters Captain	\$	1,000
Station Captain	\$	1,000
Engineer	\$	900
Sergeant	\$	900
Shift Training Instructor	\$	800
Shift Logistics Technician	\$	500
Rescue Technician	\$	200
Station 1 Differential	\$	100

Education

Education Pay shall be paid to firefighters with advanced degrees from accredited institutions at two levels:

Level 1	Associate 2-year degree	\$	500
Level 2	Bachelor 4-year or higher level degree	\$	1,200

Other

Unscheduled Duty Pay*	Paid at employee's regular hourly rate. Minimum 2 hours. No maximum.
Holdover Pay	Paid at employee's regular hourly rate. Minimum .5 hours. No maximum.
Mandatory Training Pay	Paid at employee's regular hourly rate. Minimum 2 hours and maximum 8 hours.
Holiday Pay**	\$100 per day
Clothing Allotment	\$500
Reassignment Pay	\$10 per tour of duty
On-Call Pay***	\$100 per week spent on on-call status.
Acting Pay	Base salary increased to the base salary of the higher rank if time spent in acting capacity exceeds fifteen (15) consecutive calendar days.

* Unscheduled Duty Pay shall also be paid to Probationary Officers.

** Holiday Pay shall also be paid to Battalion Chiefs of Operations and Probationary Officers.

***On-Call Pay shall be paid only to the Fire Marshal, Deputy Fire Marshals, and Community Engagement Officer.

SECTION I C. Increases for salaries not set by the contract

Effective January 1, 2024, subject to the maximum salaries set by this ordinance, an increase may be included in those salaries not set by a collective bargaining agreement, and this increase is based on the compensation plan for non-union employees.

SECTION I D. Retention Pay - Base Salary

Retention pay has been permanently added to the base pay. The previously paid amounts are factored in and included in the salaries listed in section I(A).

SECTION I E. Premium Payments for Battalion Chiefs

In addition to their regular compensation, Battalion Chiefs who work a non-scheduled, 24-hour shift will receive \$100 for each such non-scheduled 24-hour shift.

SECTION II A. From and after January 1, 2025, pursuant to I.C. § 36-8-3-3 (d), the salary and pay schedule for the officers of the Police Department of the City of Bloomington, Indiana, shall be fixed as follows, to wit:

<u>POLICE DEPARTMENT</u>	
<u>Job Title</u>	<u>Grade or Max Base Salary</u>
Chief	14
Deputy Chief	12
Captain of Operations	11
Captain of Administration	11
Lieutenant (4)	10
Sergeant (13)	9
Probationary Police Officer (10)	7
<u>Administration</u>	
Director of Civilian Operations	10
Senior Social Worker	9
Crime Scene Technician and Property Manager (2)	8
Social Worker (2)	8
Office and Accreditation Manager	8
Executive Assistant	7
CAD/RMS Administrator	8
Data Analyst (2)	8
Community Service Specialist (11)	5
Office Assistant and Outreach Specialist	6
Evidence Room Clerk	4
Custodian	3
<u>CEDC</u>	
Telecommunications Manager	9
Social Worker	8
Telecommunications Assistant Manager	8
Telecommunications Supervisor (6)	7

Telecommunicators (32)	6
<u>Records</u>	
Records Supervisor	8
Records Assistant Supervisor	6
Special Investigations Clerk	5
Records Clerk (11)	5
Front Desk Clerk I	4
<u>CONTRACTUAL SALARIES</u>	
Senior Police Officer	\$85,267
Officer First Class	\$82,161

In addition to the salary and pay schedule listed above, the City shall also contribute four percent (4%) of the salary of a fully paid office at base pay (Officer First Class) plus \$5,000 (equal to \$87,161) to the Public Employees Retirement Fund on behalf of each sworn police officer under the authority of I.C. §§ 36-8-6-4 and 36-8-8-8.

SECTION II B. Additional pay for Sergeants, Senior Police Officers, Officers First Class, and Probationary Officers, if eligible.

Effective January 1, 2025, additional pay shall be added to the base salary described above on the basis of longevity, specialty pay, training, and education as reflected below. The maximum additional annual pay total except for longevity and other pay, under Section II B. is \$4,800.00.

Longevity

Longevity pay shall be credited on a member's anniversary date of hire after the completion of years of service as reflected in the table below.

Years of Service	Longevity Pay		Years of Service	Longevity Pay
1	\$200		11	\$2,200
2	\$400		12	\$2,400
3	\$600		13	\$2,600
4	\$800		14	\$2,800
5	\$1,000		15	\$3,000
6	\$1,200		16	\$3,200
7	\$1,400		17	\$3,400
8	\$1,600		18	\$3,600
9	\$1,800		19	\$3,800
10	\$2,000		20 or more	\$5,000

Training

For every 20 hours per year in training = \$100

Training must be completed during the year for credit on next year’s pay. Credit for training is not cumulative.

Specialty Pay

Specialty pay is divided into three levels:

Category 1 = School Liaison Officer, Training Instructor, Breath Analyzer, Canine Officer, Bike Patrol, Motorcycle Patrol, Civil Disturbance Unit, Accident Reconstructionist, Honor Guard, Downtown Resources Officer, and Drug Recognition Expert

Category 2 = CIRT Officer, Hostage Negotiator, Dive Team

Category 3 = Field Training Officer and/or Detective

Category 1 = \$500 in pay

Category 2 = \$1,000 in pay

Category 3 = \$1,600

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

Education

Education pay divided into three levels:

2 year degree = \$600 in pay

4 year degree = \$1200 in pay

Masters, Law or Doctorate degree = \$1600 in pay

Other

Off-Duty pay is received at a minimum of 2 hours.

<u>Shift Pay Differential:</u>	
Afternoon Shift	\$16/week
Night Shift and High Intensity Patrol	\$20/week
Afternoon Shift*	\$50/week*

*The \$50 per week shift differential shall only apply to (1) senior police officers who (2) successfully bid for afternoon shift as their first or second choice in accordance with Section VIII of the Collective Bargaining Agreement between the City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88. For non-senior police officers or senior police officers who do not bid for afternoon shift as their first or second choice, the standard \$16 per week afternoon shift differential shall apply.

SECTION II C. Clothing Allotment

All sworn officers will receive a clothing allotment of \$500.

SECTION II D. Increases for salaries not set in the contract

Effective January 1, 2025, subject to the maximum salaries set by this ordinance, an increase may be included in those salaries not set by a collective bargaining agreement. Sergeants will receive the same percentage increase as Senior Police Officers, and other staff will receive an increase based on the compensation plan for non-union employees.

SECTION II E. Recruitment Incentives

Eligible officers who refer a candidate who is hired as a police officer will receive \$1,000 in accordance with the procedures and requirements outlined in the Employee Referral Program. Newly hired certified police officers will receive \$5,000 within the first year of employment. Those newly hired officers who are not certified police officers will receive \$3,000 within the first year of employment. Those who have previously been employed by the City must have a year gap in full time employment with the City to be eligible for this incentive.

SECTION II F. Police Shift Differential.

Employees working in the Police Department and Central Dispatch, who are assigned to work after 1:30 p.m., shall receive a twenty-six cents (\$0.26) per hour premium shift differential for working the evening shift.

SECTION II G. Dispatch Trainer Incentive Pay.

During pay periods when a dispatcher is designated as a trainer, dispatchers shall earn a shift differential of One Dollar (\$1.00) per hour for training other, less experienced dispatchers. Proper documentation shall be provided to Human Resources and the Controller’s Office to verify which Dispatchers are trainers.

SECTION III. Pay Grades and Salary Ranges

The minimum and maximum rates listed below reflect the salary ranges for each job grade for a full-time officer of the Police and Fire departments. These ranges are based on full time hours worked and will be prorated for part-time employees.

Grade	Minimum	Maximum
1	\$35,430	\$42,516
2	\$37,204	\$44,644
3	\$39,808	\$47,771
4	\$42,105	\$54,737
5	\$48,953	\$63,640
6	\$55,802	\$72,542
7	\$62,650	\$81,444
8	\$69,498	\$90,347
9	\$76,347	\$99,251
10	\$83,194	\$108,153
11	\$90,043	\$117,056
12	\$98,745	\$128,370
13	\$112,852	\$146,708
14	\$131,661	\$171,159

SECTION IV. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this ____ day of _____, 2024.

Isabel Piedmont-Smith, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this ____ day of _____, 2024.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this ____ day of _____, 2024.

Kerry Thomson, Mayor
City of Bloomington

SYNOPSIS

This ordinance sets the minimum and maximum salary rates for all sworn fire and police personnel for the year 2025 in accordance with Council-approved collective bargaining agreements.

Note: This ordinance was modified after distribution in the Legislative Packet but before introduction at the October 16, 2024 Regular Session. The modifications reflect various fixes and changes incorporated by the Human Resources Department after confirming with pertinent representatives from the Police and Fire Departments.



TO: City Council members

FROM: Sharr Pechac, Human Resources Director

CC: Mayor Kerry Thomson, Deputy Mayor Gretchen Knapp, Controller Jessica McClellan, and Council Attorney/Administrator Lisa Lehner

DATE: October 11, 2024

SUBJECT: 2024 Salary Ordinance 2024-19 for Officers of the Police and Fire Departments.

Ordinance 2024-19 fixes the salaries of officers within both the Police and Fire Departments.

The requested changes and new positions are explained below.

We are requesting to move all positions within the Fire and Police Departments into this salary ordinance for convenience, as well as to correct a prior omission. In the past, some Fire and Police positions were listed in a separate ordinance for appointed officers, non-union, and A.F.S.C.M.E. employees. Similarly, we are also requesting to move other provisions related to these positions from the other salary ordinance into one document. Condensing them all to one ordinance makes it easier to easily understand the makeup of these critical departments.

We request to update the base salaries for Fire personnel to reflect the significant pay increases promised via their collective bargaining agreement, and also request a 1.2% increase in the Public Employees Retirement Fund (PERF) for sworn public safety personnel. Additionally, we request to update the Professional & Command Classifications section to match the Fire Collective Bargaining Agreement.

All other changes made to Fire position grades were the result of the Classification and Compensation Study implementation. Consistent with past practice, the grade classification was determined through the job evaluation committee¹ (now rebranded the Workforce Evaluation and Realignment Committee (WERC.)) Additionally, all graded positions have been level-set across the City as a whole for consistency and fairness, and have been confirmed by external consultants assisting on the project. The estimated fiscal impact of these changes was presented as part of the Budget presentations earlier this year.

Similarly, we request to update the base salaries for Police personnel to reflect the significant pay increase promised to these positions. The salaries you now see listed for their positions represent salaries mutually determined by the Office of the Mayor, Office of the Controller, Police Department, and Police union and are deemed necessary to attract and retain these critical positions.

Additionally, we request to increase the Dispatch Trainer Incentive Pay to One Dollar (\$1.00) per hour for training other less experienced dispatchers. This will better attract and retain individuals to accept these more strenuous assignments.

All other changes made to Police position grades were the result of the Classification and Compensation Study implementation, though some sworn officer grades were inflated to ensure the City is able to compensate individuals in those positions at the salaries discussed between Police and Administration. Consistent with past practice, the grade classification was determined through the job evaluation committee (now rebranded the Workforce Evaluation and Realignment Committee (WERC.)) Additionally, all graded positions have been level-set across the City as a whole for consistency and fairness, and have been confirmed by external consultants assisting on the project. The estimated fiscal impact of these changes was presented as part of the Budget presentations earlier this year.

We further request that the existing 12-grade Pay Grades and Salary Ranges be replaced with an expanded 14-grade Pay Grade structure starting on January 1, 2025. This expanded structure was recommended as part of the Classification and Compensation Study conducted in 2023 in order to relieve pay compression between mid-level employees and their supervisors, as well as to better differentiate between grades. Please note that this updated chart already reflects the 3% cost of living increase being given to City personnel in 2025.

Finally, we are requesting to remove the \$500 payment given to the Fire Captains, Chauffeurs, First Class Firefighters, and Probationary Firefighters, as well as to the Police Chief, Deputy Chief, Captains, Lieutenants, and Probationary Officers in 2024. Further, we request to remove the Recruitment Incentive for newly hired firefighters, Retention Pay given to active First Class Firefighters in 2024 and the Longevity Retention Pay given to employees. All of these additional payments are being retired by the new administration to permanently increase the base salary of Fire and Police personnel.

Your approval of Ordinance 2024-19 is requested. Please feel free to contact me if you have any questions.

MEMO FROM COUNCIL OFFICE:

To: Members of the Common Council

From: Ash Kulak, Deputy Council Administrator/Attorney

Date: October 11, 2024

Re: Ordinance 2024-20 – An Ordinance to Fix the Salaries of Appointed Officers, Non-Union, and A.F.S.C.M.E. Employees for All the Departments of the City of Bloomington, Monroe County, Indiana for the Year 2025

Synopsis

Ordinance 2024-20 sets the maximum 2025 salary for all appointed officers, non-union, and A.F.S.C.M.E. employees for all the departments of the City of Bloomington, Indiana.

Relevant Materials

- Ordinance 2024-20
- Staff Memo from Human Resources

Summary

Ordinance 2024-20 would fix the salaries for all appointed officers and all City employees, union and non-union, that are not fixed in another salary ordinance. This year, the Human Resources Department has implemented the results of the Crowe Classification and Compensation Study within this salary ordinance to reflect the updated job grades for each position listed. The new job grades were approved by the Council at the June 18, 2024 Regular Session in Ordinance 2024-15 and go into effect January 1, 2025.

This ordinance sets forth the title, grade, number, and salary ranges for city employee positions and board members not covered by other salary ordinances. It also covers other provisions affecting compensation, including shift differentials, treatment of transfers, gainsharing, emergency call out, on-call status, temporary reassignments, tool allowances, licenses and certifications, night and swing shifts, holiday pay, common law positions, employee recognition longevity payments, and incentive payments or reimbursements.

State law details how salaries for appointive officers, deputies, and other employees should be fixed. Under I.C. 36-4-7-3, the city executive shall fix the compensation of each appointive officer, deputy, and other employee of the city, subject to the approval of the city legislative body. The Council may reduce but may not increase any compensation fixed by the executive. Compensation must be fixed not later than November 1 of each year for the ensuing budget year.

The city clerk may, with the approval of the legislative body, fix the salaries of deputies and employees appointed under IC 36-4-11-4. This year, the salaries for the deputies and employees appointed by the Clerk appear in a separate salary ordinance (see materials for Ordinance 2024-22).

Contact

Sharr Pechac, Human Resources Director, 812-349-3404, sharr.pechac@bloomington.in.gov
Erica De Santis, Director of Compensation & Benefits, Human Resources, 812-349-3404, erica.desantis@bloomington.in.gov

ORDINANCE 2024-20

AN ORDINANCE TO FIX THE SALARIES OF APPOINTED OFFICERS, NON-UNION, AND A.F.S.C.M.E. EMPLOYEES FOR ALL THE DEPARTMENTS OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA FOR THE YEAR 2025

BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1: From and after the first day of January 2025, the salary and pay schedule for the following appointed officers and employees of the City of Bloomington, be fixed as follows:

SALARY SCHEDULE AS PRESENTED BY MAYOR KERRY THOMSON TO THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON:

I, Kerry Thomson, Mayor of the City of Bloomington, Indiana, as required by Indiana Code § 36-4-7-3, hereby fix the salaries and pay schedule for the following appointed officers and employees of the City of Bloomington, Indiana, beginning January 1, 2025, and continuing thereafter until duly changed, and request that such salary rates be approved by the Common Council of said city.

In addition to the salaries of appointed officers and employees of the Civil City, this ordinance also contains the salaries of the appointed officers and employees of the City Utilities Department, which have been approved by the Utility Services Board pursuant to Indiana Code § 8-1.5-3-4.

Until 2025, certain positions in the Clerk’s office and non-contractual fire and police employees were listed in this salary ordinance. Beginning 2025, the Clerk’s positions shall be listed in a separate salary ordinance specific to the Clerk’s office, and the non-contractual fire and police positions shall be listed in the Safety Officer salary ordinance.

For employees not covered by a collective bargaining agreement (non-union), the maximum rates listed below reflect the maximum annual salary for each job grade for a regular full-time employee. These ranges are based on full-time hours worked and will be prorated for part-time employees.

For Labor, Trades and Crafts employees, the maximum rates listed below reflect the maximum longevity-based hourly rate for each job grade in accordance with the Step Charts continued in the Work Agreement between City of Bloomington and Local 2487 CBME, A.F.S.C.M.E.

Where more than one position share the same job title in the department indicated, the number of positions that share the job title is given in parentheses after the job title.

<u>Department/Job Title</u>	<u>Grade</u>
<u>Board of Public Safety</u>	
Board Members	
<u>Common Council</u>	
Council Administrator/Attorney	12
Deputy Administrator/Deputy Attorney	10
Assistant Administrator/Legal Research Assistant	5

Community and Family Resources Department

Director	13
Director – Safe & Civil City	9
CBVN Coordinator	8
Special Projects Program Specialist	8
Ambassador Program Manager	9
After Hours Ambassador (2)	8
Latino Outreach Coordinator	8
Special Projects Coordinator (2)	8
Office Manager/Program Assistant	5

Controller’s Department

Controller	14
Deputy Controller	12
Director of Auditing and Financial Systems	11
Accounting and Procurement Manager	8
Data Analyst and Manager	8
Purchasing Manager	8
Grant Research and Sourcing Manager	7
Payroll Systems Manager	7
Senior Accounts Payable/Revenue Clerk	6
Accounts Payable/ Revenue Clerk (3)	5

Department of Economic and Sustainable Development

Director	13
Capital Projects Manager	9
Assistant Director of Sustainability	10
Assistant Director for Small Business Development	10
Assistant Director for the Arts	10
Special Projects Manager	9
Transportation Demand Manager	9
Sustainability Program Coordinator	8
Administrative Assistant	5

Engineering Department

City Engineer	14
Senior Project Engineer	12
Traffic Engineer	11
Project Engineer	11
Senior Project Manager	10
Project Manager (3)	8
Public Improvements Manager	8
Engineering Field Specialist (3)	7
Engineering Technician	6
Transportation Technician	6
Administrative Assistant	5

HAND Department

Director	13
Assistant Director	11
Grant Compliance Monitor	6
Program Manager (6)	9
Financial Specialist	7
Neighborhood Compliance Officer (7)	6
Program Specialist	5
Rental Specialist 1	4
Rental Specialist 2 (2)	4

Human Resources Department

Director	13
Assistant Director	11
Director of Compensation and Benefits	10
Benefits Manager	9
Talent Manager	10
Human Resources Generalist	8
Talent Acquisition Specialist	7
Payroll Coordinator	5
Talent Coordinator	5
Human Resources Coordinator (.8)	3

Information and Technology Services Department

Director	14
Assistant Director of Operations	12
Assistant Director for Enterprise Applications	12
GIS Manager	11
Technology Support Manager	10
Applications Infrastructure Analyst	10
Senior Systems Administrator	10
Senior Network Administrator	9
Senior Applications Analyst	9
Applications Analyst (2)	8
Assistant System and Network Administrator	8
Accounts and Training Specialist	7
Digital Equity Specialist	8
GIS Specialist (2)	8
Technology Support Specialist (5)	6
Office Manager	7
GIS Technician (.75)	6

Legal Department

Legal

Corporation Counsel	14
City Attorney	12
Assistant City Attorney/Senior Assistant City Attorney (6)	11
Paralegal/Administrative Assistant	6
Administrative Assistant	4

Risk Management

Risk Manager	10
Director of Safety and Training	7
Legal/Risk Administrative Assistant	4

Office of the Mayor

Deputy Mayor	14
Communications Director	10
Public Engagement Director	10
Special Assistant to the Mayor	8
Digital Brand Manager	7
Program Manager - City Homelessness Response Coordinator	7
Executive Office Manager	7
Legislative Affairs Specialist	5

Parks Department

Administrator	13
Operations and Development Director	11
Recreation Services Director	10
Sports Services Director	10
Operations Superintendent	9
General Manager, Twin Lakes Recreation Center	9
Recreational Facilities General Manager	9
Community Relations Manager	8
Recreation Services General Manager	9
Golf Facilities Manager	8
Coordinator-AJB	7
Natural Resources Manager	7
Sports Facility/Program Manager	8
Urban Forester	8
Urban Greenspaces Manager	7
Special Projects/Data Analyst Manager	8
Membership Coordinator	6
Program/Facility Coordinator (5)	7
Golf Programs Coordinator	6
Health/Wellness Coordinator	6
Natural Resources Coordinator	6
Community Relations Coordinator	6
Sports/Facility Coordinator	7
Golf Course Superintendent	7
Operations Coordinator	6

Digital Content Coordinator	6
Program Specialist (3)	5
Community Relations Specialist	5
Office Manager	7
Sports Specialist	5
Customer Relations Representative (3)	4
Employee Support Specialist	5
Crew Leader	110
Equipment Maintenance Mechanic	108
Equipment Maintenance Mechanic (Facilities)	108
Working Foreperson (9)	108
Apprentice MEO/Master MEO (3)	104/108
Laborer (9)	104
Custodian	101

Planning and Transportation Department

Planning and Transportation Administration

Director	13
Assistant Director	11
Office Manager	5
Administrative Assistant	4

Planning Services Division

Planning Services Manager	10
Senior Transportation Planner	9
Bicycle and Pedestrian Coordinator	9
MPO Transportation Planner	7
Long Range Planner	7

Development Services Division

Development Services Manager	10
Senior Zoning Compliance Planner	8
Senior Zoning Planner	8
Senior Environmental Planner	8
Zoning Planner (.5)	7
Zoning Planner and GIS Analyst	7
Zoning and Long Range Planner	7
Zoning Compliance Planner	6

Public Works Department

Public Works Administration

Director	14
Data Analyst and Manager	8
Special Projects and Operations Manager	8
Special Projects Coordinator	7
Office Manager	5
Customer Relations Representative	4
Board Members	

Animal Care and Control

Director	11
Outreach Coordinator	6
Shelter Manager	9
Volunteer Program Director	7
Adoption Coordinator	5
Administrative Assistant (4)	3
Animal Control Officer (3)	107
Animal Care Technician (9)	106

Operations and Facilities

Director	10
Downtown Specialist	5
Facility Asset and Operations Coordinator	7
Maintenance/Custodian (2)	107

Fleet

Fleet Maintenance Manager	11
Service and Capital Coordinator	7
Asset and Operations Specialist	6
Inventory Coordinator	4
Apprentice Master Technician/Master Technician (8)	109/112
Shop Foreperson	113

Parking Services Division

Director	10
Enforcement Supervisor	7
Garage Manager	8
Financial Coordinator	5
Garage Shift Supervisor	5
Team Leader	5
Enforcement Officers (12)	3
Customer Service/Security Specialist (10)	4
Customer Relations Representative (2)	4

Sanitation

Director	11
Office Manager	5
Crew Leader (2)	110
Apprentice MEO/Master MEO (17)	104/108
Laborer (3)	104

Street Operations

Director of Street Operations	12
Deputy Director	9
Traffic Manager	8
Street Maintenance Supervisor	8
Sidewalk Supervisor	8
Asset Clerk/Emergency Grants Coordinator	6
Asset Clerk	4
Crew Leader (6)	110
Apprentice MEO/Master MEO (17)	104/108
Laborer (17)	104

Utilities

Accounting and Finance

Utilities Assistant Director – Finance	12
Finance Manager	9
Accounting Manager	8
Accounts Receivable Manager	7
Associate Accountant	6
Web/Information Manager	6
Account Collections Specialist	6
Accounting Clerk	4
Accounts Payable Clerk	6
Office Manager	5
Customer Service Representative (2)	4
Assistant Accounts Payable Clerk	4

Administration

Director	14
Assistant Director of Operations	12
Communications Manager	8
Conservation and Energy Resource Manager	8
Maintenance Superintendent	10
Instrumentation and Control Specialist	7
Assistant Maintenance Superintendent (2)	9
Data Analyst	8
Administrative Assistant to the Director	5
Administrative Assistant	4
Communications Operator (7)	3
Board Members	

Environmental

Assistant Director of Environmental Programs	12
Water Quality Coordinator	9
Pretreatment Program Coordinator	9
MS4 Coordinator	9
Hazardous Materials Coordinator	9
Hazardous Materials Inspector	8
Pretreatment Program Inspector	7

MS4 Inspector	7
Water Specialist (.75)	5
Education Specialist	6
Specialized Crew Leader	U-119
Utilities Specialist I/II/III (1.75)	U-111/113/115
Hydrant Maintenance Specialist (.75)	3

Blucher Poole

Superintendent	10
Assistant Superintendent	9
Wastewater Plant Operator (9)	U-106
Apprentice/Master MEO	U-104/108
Utilities Specialist I/II/III	U-111/113/115

Customer Relations

Customer Relations Manager	8
Customer Relations Representative (4)	4

Dillman

Superintendent	10
Assistant Superintendent	9
Solids Handling Supervisor	9
Administrative Assistant	3
Plant Maintenance Mechanic Apprentice/Mechanic (4)	U-113/118
Wastewater Plant Operator (10)	U-106
Apprentice MEO/Master MEO	U-104/108

Engineering

Utilities Assistant Director – Engineering	12
Utilities Engineer (3)	11
Capital Projects Manager	9
Capital Projects Coordinator	8
Environmental Program Coordinator	7
GIS Coordinator	8
Senior Project Coordinator (2)	8
Assistant GIS Coordinator	6
Project Coordinator (2)	7

Utilities Inspector (3)	7
Utilities Technician (3)	6
Administrative and Project Coordinator	5

Laboratory

Chemist	9
Lab Technician I (3)	U-109

Meter Services

Assistant Superintendent	9
Meter Services Representative/Management Technician	7
Meter Technician II (2)	U-107
Meter Serviceperson (6)	U-105
Meter Service Laborer (3)	U-103

Monroe Plant

Superintendent	11
Assistant Superintendent	9
Plant Maintenance Mechanic Apprentice/Mechanic (2)	U-113/118
Water Plant Operator (10)	U-106

Purchasing

Purchasing Manager	8
Inventory Coordinator	4
Purchasing Buyer	4
Purchasing Contract Specialist (.75)	4
Working Foreperson	U-108
Laborer (2)	U-104

Transmission and Distribution

Utilities Assistant Director – T&D	12
Assistant Superintendent (5)	9
Engineering Field Technician (5)	6
Engineering Field Tech K9 Unit	6
T&D/Meter Operations Coordinator	5
Administrative Assistant	4
Specialized Crew Leader (8)	U-119

Lift Station Mechanic Apprentice/Lift Station Mechanic (4)	U-113/118
Heavy Equipment Operator I/II (12)	U-116/118
Laborer/Utilities Specialist I/II/III (18)	U-104/111/113/115
Shop Custodian (.5)	3

SECTION 2 A. Non-Union Positions. The minimum and maximum rates listed below reflect the salary ranges for each job grade for a regular full-time employee. These ranges are based on full time hours worked and will be prorated for part-time employees. Employees whose 2025 salary is higher than the maximum of the salary range due to past merit/market increases or attraction/ retention, shall nonetheless continue to receive their total salary.

NON-UNION

Grade	Minimum	Maximum
1	\$35,430	\$42,516
2	\$37,204	\$44,644
3	\$39,808	\$47,771
4	\$42,105	\$54,737
5	\$48,953	\$63,640
6	\$55,802	\$72,542
7	\$62,650	\$81,444
8	\$69,498	\$90,347
9	\$76,347	\$99,251
10	\$83,194	\$108,153
11	\$90,043	\$117,056
12	\$98,745	\$128,370
13	\$112,852	\$146,708
14	\$131,661	\$171,159

Pension Secretaries	\$4,000
Board of Public Works Member	\$2,100
Board of Public Safety Members	\$635
Utility Services Board Members	\$4,279

SECTION 2 B. Labor, Trades, and Crafts Positions. Any employee who transfers laterally or is promoted to another position in the Pay Plan shall be paid at the wage for the new position in accordance with the relevant longevity step as determined by the Step Charts contained in the Work Agreement and Memorandum of Understanding between City of Bloomington and Local 2487 CBME, A.F.S.C.M.E. Provided, however, no current employee shall receive a pay reduction upon lateral transfer or promotion, but will not receive an additional increase due to promotion or longevity until so merited with the step pay system for the job classification. An employee who is demoted for disciplinary reasons or in lieu of layoff shall receive the wage for the relevant step within the job classification to which the employee is demoted. Also, the employee’s longevity of service is “carried” to the new position. Internal promotions shall be paid at ninety-five percent (95%) of the salary of the relevant grade and step for the first thirty days after promotion. Employees who transfer to a pay grade below their current pay grade shall be paid at the relevant grade and step for the new position.

Employees whose present rate of pay is higher than indicated by the Step Charts, based on the employee's pay grade and longevity, will not receive a pay cut, but will not receive any increase due to longevity until the step chart for the year in question shows an amount greater than the employee's current wage rate plus any across-the-board increase for the year in question.

The rates shown below for the pay grades and job classification for Labor, Trades, and Crafts positions are the minimum and maximum rates:

LABOR, TRADES, AND CRAFTS

Animal Shelter	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Animal Care Technician	106	21.91	22.52	23.15	23.75	24.36	24.80	25.22	25.64	26.08	26.52	26.95
Animal Control Officer	107	22.05	22.68	23.29	23.90	24.53	24.94	25.37	25.81	26.23	26.69	27.13
Facilities	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Maintenance/Custodian	107	22.05	22.68	23.29	23.90	24.53	24.94	25.37	25.81	26.23	26.69	27.13
Fleet Maintenance	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Apprentice Master Technician	109	22.37	22.98	23.60	24.21	24.83	25.26	25.68	26.10	26.54	27.00	27.43
Master Technician	112	24.29	24.90	25.52	26.12	26.74	27.17	27.60	28.03	28.45	28.89	29.31
Shop Foreperson	113	25.37	25.99	26.59	27.22	27.83	28.26	28.68	29.11	29.55	29.99	30.42
Parks and Recreation	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Custodian	101	21.15	21.75	22.37	22.98	23.60	24.04	24.45	24.89	25.31	25.75	26.19
Laborer	104	21.61	22.22	22.83	23.44	24.06	24.49	24.91	25.34	25.76	26.23	26.66
Motor Equipment Operator Apprentice	104	21.61	22.22	22.83	23.44	24.06	24.49	24.91	25.34	25.76	26.23	26.66
Equipment Maintenance Mechanic	108	22.22	22.83	23.44	24.06	24.67	25.09	25.54	25.96	26.39	26.82	27.25
Working Foreperson	108	22.22	22.83	23.44	24.06	24.67	25.09	25.54	25.96	26.39	26.82	27.25
Master Motor Equipment Operator	108	22.22	22.83	23.44	24.06	24.67	25.09	25.54	25.96	26.39	26.82	27.25
Crew Leader	110	22.52	23.15	23.75	24.36	24.98	25.39	25.84	26.27	26.69	27.14	27.57
Sanitation	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Laborer	104	21.61	22.22	22.83	23.44	24.06	24.49	24.91	25.34	25.76	26.23	26.66
Motor Equipment Operator Apprentice	104	21.61	22.22	22.83	23.44	24.06	24.49	24.91	25.34	25.76	26.23	26.66
Master Motor Equipment Operator	108	22.22	22.83	23.44	24.06	24.67	25.09	25.54	25.96	26.39	26.82	27.25

Crew Leader	110	22.52	23.15	23.75	24.36	24.98	25.39	25.84	26.27	26.69	27.14	27.57
Street	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Laborer	104	21.61	22.22	22.83	23.44	24.06	24.49	24.91	25.34	25.76	26.23	26.66
Motor Equipment Operator Apprentice	104	21.61	22.22	22.83	23.44	24.06	24.49	24.91	25.34	25.76	26.23	26.66
Master Motor Equipment Operator	108	22.22	22.83	23.44	24.06	24.67	25.09	25.54	25.96	26.39	26.82	27.25
Crew Leader	110	22.52	23.15	23.75	24.36	24.98	25.39	25.84	26.27	26.69	27.14	27.57
Utilities - Laboratory & Environmental Services	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Laboratory Technician I	U-109	22.37	22.98	23.60	24.21	24.83	25.26	25.68	26.10	26.54	27.00	27.43
Laboratory Technician II	U-110	22.52	23.15	23.75	24.36	24.98	25.39	25.84	26.27	26.69	27.14	27.57
Utilities Specialist I	U-111	22.87	23.44	24.03	24.62	25.20	25.61	26.02	26.43	26.85	27.26	27.67
Utilities Specialist II	U-113	23.71	24.29	24.88	25.47	26.04	26.46	26.87	27.28	27.69	28.11	28.52
Utilities Specialist III	U-115	24.84	25.41	26.00	26.59	27.18	27.58	27.99	28.40	28.82	29.23	29.64
Specialized Crew Leader	U-119	26.53	27.10	27.69	28.28	28.86	29.27	29.68	30.09	30.51	30.92	31.33
Utilities - Plants	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Motor Equipment Operator Apprentice	U-104	21.61	22.22	22.83	23.44	24.06	24.49	24.91	25.34	25.76	26.23	26.66
Wastewater Plant Operator	U-106	21.91	22.52	23.15	23.75	24.36	24.80	25.22	25.64	26.08	26.52	26.95
Water Plant Operator	U-106	21.91	22.52	23.15	23.75	24.36	24.80	25.22	25.64	26.08	26.52	26.95
Master Motor Equipment Operator	U-108	22.22	22.83	23.44	24.06	24.67	25.09	25.54	25.96	26.39	26.82	27.25
Utilities Specialist I	U-111	22.87	23.44	24.03	24.62	25.20	25.61	26.02	26.43	26.85	27.26	27.67
Plant Maintenance Mechanic Apprentice	U-113	23.71	24.29	24.88	25.47	26.04	26.46	26.87	27.28	27.69	28.11	28.52
Utilities Specialist II	U-113	23.71	24.29	24.88	25.47	26.04	26.46	26.87	27.28	27.69	28.11	28.52
Utilities Specialist III	U-115	24.84	25.41	26.00	26.59	27.18	27.58	27.99	28.40	28.82	29.23	29.64

Plant Maintenance Mechanic	U-118	25.96	26.55	27.13	27.71	28.30	28.71	29.13	29.53	29.94	30.35	30.77
Utilities - T&D and Purchasing	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Meter Service Laborer	U-103	21.46	22.05	22.68	23.29	23.90	24.34	24.76	25.19	25.62	26.06	26.50
Laborer	U-104	21.61	22.22	22.83	23.44	24.06	24.49	24.91	25.34	25.76	26.23	26.66
Meter Serviceperson	U-105	21.75	22.37	22.98	23.60	24.21	24.64	25.07	25.50	25.93	26.35	26.79
Meter Technician II	U-107	22.05	22.68	23.29	23.90	24.53	24.94	25.37	25.81	26.23	26.69	27.13
Working Foreperson	U-108	22.22	22.83	23.44	24.06	24.67	25.09	25.54	25.96	26.39	26.82	27.25
Utilities Specialist I	U-111	22.87	23.44	24.03	24.62	25.20	25.61	26.02	26.43	26.85	27.26	27.67
Lift Station Mechanic Apprentice	U-113	23.71	24.29	24.88	25.47	26.04	26.46	26.87	27.28	27.69	28.11	28.52
Utilities Specialist II	U-113	23.71	24.29	24.88	25.47	26.04	26.46	26.87	27.28	27.69	28.11	28.52
Utilities Specialist III	U-115	24.84	25.41	26.00	26.59	27.18	27.58	27.99	28.40	28.82	29.23	29.64
Heavy Equipment Operator I	U-116	24.97	25.56	26.15	26.72	27.31	27.72	28.14	28.55	28.96	29.37	29.79
Heavy Equipment Operator II	U-118	25.96	26.55	27.13	27.71	28.30	28.71	29.13	29.53	29.94	30.35	30.77
Lift Station Mechanic	U-118	25.96	26.55	27.13	27.71	28.30	28.71	29.13	29.53	29.94	30.35	30.77
Specialized Crew Leader	U-119	26.53	27.10	27.69	28.28	28.86	29.27	29.68	30.09	30.51	30.92	31.33

SECTION 2 C. Gainsharing. This section applies to Labor, Trades, and Crafts (LTC) positions. Management and employees of the City of Bloomington may design and implement a gainsharing program whereby the City can provide, and the employees can be rewarded for, the highest quality and most cost-effective public service possible for the citizens of Bloomington. In the event that a gainsharing program is implemented, the terms of application of such program shall be approved by Ordinance of the Bloomington Common Council.

SECTION 2 D. Emergency Call Out. This section applies to Labor, Trades, and Crafts (LTC) positions. Whenever it becomes necessary for a Department to call out an employee for emergency work at times other than such employee's regular shift period, such employee shall receive not less than three (3) hours. This provision shall prevail for each time an employee is called out by a Department at periods other than his/her regular shift. The rate of pay for emergency call out shall be one and one-half (1 ½) times the regular hourly rate except on Sundays and holidays, when the rate of pay for emergency call out shall be two (2) times the regular hourly rate. Any such payment for emergency call out shall be in addition to the employee's daily wages, if any, and in addition to any on call pay to which the employee is entitled.

SECTION 2 E. On Call Status. Any employee with a Labor, Trades, and Crafts (LTC) position, who is required to be on call shall be paid forty-seven dollars (\$47.00) per 24-hour period. The Fire Marshal receives \$100 per week when in an on-call status.

SECTION 2 F. Temporary Reassignment. This section applies to Labor, Trades, and Crafts (LTC) positions. An employee who is temporarily assigned to perform the duties of a job

classification in a pay grade above the employee's normal pay grade shall be compensated at the rate in effect for the higher pay grade as follows:

- 1) If the assignment exceeds two (2) consecutively scheduled work days, the employee shall be paid the higher rate for all consecutive days worked in the higher classification, including the first two (2) consecutive days; or
- 2) If the assignment exceeds thirty-two (32) hours in a payroll period, the employee shall be paid the higher rate for all hours worked in the higher classification during the payroll period.

SECTION 2 G. Tool Allowance and Automotive Service Excellence Testing

Reimbursement. This section applies to Labor, Trades, and Crafts (LTC) positions. Employees classified as mechanics in Fleet Maintenance shall be reimbursed up to one thousand dollars (\$1000.00) in any calendar year for either (1) the purchase of tools or (2) the cost of Automotive Service Excellence (ASE) testing, provided that the technician passes the test.

SECTION 2 H. Licenses and Certifications. This section applies to Labor, Trades, and Crafts (LTC) positions. Wastewater Plant Operators shall receive two dollars (\$2.00) per hour for obtaining a Class I certification. Wastewater Plant Operators who receive a Class II certification shall receive three dollars (\$3.00) per hour. Wastewater Plant Operators who receive a Class III certification shall receive four dollars (\$4.00) per hour. Wastewater Plant Operators who receive a Class IV certification shall receive five dollars (\$5.00) per hour.

Specialized Crew Leaders who obtain (DSL) certifications, issued by the State of Indiana, Department of Environmental Management, shall receive an additional one dollar (\$1.00) per hour.

Lift Station Mechanics and Apprentice Lift Station Mechanics who obtain Collection System Class II Certification, issued by the Indiana Water Pollution Control Association, shall receive an additional one dollar (\$1.00) per hour. Plant Maintenance Mechanics who obtain a Class II Collection Systems Certification shall receive an additional one dollar (\$1.00) per hour.

Water Plant Operators who qualify as a grade operator in training (O.I.T.) as defined by 327 IAC 8-12-3.2 will receive an additional two dollars (\$2.00) per hour. After one year of service as an O.I.T., Water Plant Operators shall receive an additional one-dollar (\$1.00), for a total of three dollars (\$3.00) per hour. Water Plant Operators who obtain a grade WT-5 certification will receive additional pay in the amount of two dollars (\$2.00) per hour for a maximum of five dollars (\$5.00) per hour.

Specialized Crew Leaders, Heavy Equipment Operators (both Class I and II), Lift Station Mechanics, and Utilities Specialists (Classes I, II, and III) who are not required to hold a DSL or a Class II collection systems certification may nonetheless obtain such license or certification and will receive an additional fifty cents (\$0.50) per hour for each such non-required certification. Additionally, up to two additional fifty cent (\$0.50) incentive premiums may be awarded to water plant operators and wastewater plant operators for obtaining the following licenses, provided that the below-listed license is not a required license:

- (1) Water Treatment 5 (WT5);
- (2) Wastewater Class I, Class II, Class III, or Class IV (only one Class at a time is payable);
- (3) Distribution Systems License;
- (4) Collection Systems License.

Where an employee is required to obtain a Class B CDL, he/she will receive eighty cents (\$0.80) per hour additional compensation. Where an employee is required by Employer to obtain a Class A CDL, he/she will receive one dollar (\$1.00) per hour additional compensation. Employees classified as mechanics in Fleet Maintenance that obtain the certification of (ASE) Automotive Service Excellence (ASE) will receive an additional forty cents (\$0.40) per hour for each test passed. A maximum of eight (8) certificates or three dollars twenty cents (\$3.20) shall apply.

Employees who possess the following certifications shall receive twenty-five cents (\$0.25) per hour additional compensation provided said certifications remain current and are considered an essential requirement or function of an employee's job:

- 1) International Municipal Signal Association—Traffic Signal Technician, Level 1;
- 2) International Municipal Signal Association—Sign and Pavement Marking Technician Level 1;

- 3) American Concrete Institute—Flatwork Finisher and Technician;
- 4) Certified Arborist;
- 5) Certified Pool Operator;
- 6) Euthanasia Certificate;
- 7) Registered Pesticide Technician;
- 8) Certified Pesticide Applicator;
- 9) Tree Risk Assessment Certification;
- 10) Certified Playground Inspector;
- 11) Certified Bucket Truck Operator.*

*Bucket truck operator certifications shall be limited by department as follows:

Parks Department: Two (2) employees who are primarily assigned to the Department’s tree crew.

Street Department: Eighteen (18) employees. Those employees who are primarily assigned to the tree crew or the traffic signal crew must be bucket truck certified. Necessary backup employees who are not primarily assigned to the tree crew or traffic signal crew may also receive pay for bucket truck certification. However, in no case shall the total number of Street Department employees receiving bucket truck certification pay exceed eighteen (18) employees. Eligibility for bucket truck certification pay for Street Department employees who are not primarily assigned to the tree crew or traffic signal crew shall be offered to backup employees based upon seniority.

The Union may propose that new certifications and licenses be considered for additional pay. Addition of new certifications and corresponding additional pay is subject to approval by the City of Bloomington. The City of Bloomington has approved an additional fifty cents (\$0.50) per hour premium for Master Equipment Operators assigned to the Dillman Road Wastewater Plant who hold a landfill/solids certification.

At no time shall any employee receive compensation for more than three (3) certifications or specialty pay bonuses, unless otherwise provided for in this Agreement.

SECTION 2 I. Night and Swing Shifts. This section applies to Labor, Trades, and Crafts (LTC) positions. In accordance with Article 4 of the Work Agreement and Memorandum of Understanding between the City of Bloomington and Local 2487 CBME, A.F.S.C.M.E., employees working on the evening or night shift shall receive seventy-five cents (\$0.75) per hour premium. Employees working on a swing shift shall receive an eighty cents (\$0.80) per hour premium.

SECTION 2 J. Holiday Pay. This section applies to Labor, Trades, and Crafts (LTC) positions. For all paid legal holidays worked, the employee will receive a holiday allowance of two times regular pay, plus regular pay over a 24-hour period, and employees not working will receive regular pay.

Section 2 K. Temporary Positions. All positions that are filled on an ad hoc basis and are of temporary or seasonal nature are considered “Temporary Positions”, which are listed below. The rate ranges in the table are hourly rates, except as otherwise listed.

TEMPORARY POSITIONS

<u>Job Title</u>	<u>Minimum</u>	<u>Maximum</u>
Administrative Assistant	\$16.22	\$16.70
Attendant	\$16.22	\$16.70
Intern	\$16.22	\$16.70
Laborer	\$16.22	\$21.59
Law Clerk	\$16.22	\$16.70
Leader	\$16.22	\$22.52
Lifeguard	\$16.22	\$16.70
Motor Equipment Operator	\$16.22	\$22.22

Specialist	\$16.22	\$50.00
Staff Assistant	\$17.49	\$18.22
Supervisor	\$16.22	\$16.70
Meter Service Laborer	\$16.22	\$21.46

All temporary positions and hourly rates must be separately approved by Human Resources and the Controller’s office.

Section 2 L. Longevity Recognition Pay. Beginning January 1, 2025, employees’ tenure is reflected in their compensation, based on the individual salary steps.

SECTION 3. CDL Physicals. Employees required to hold a CDL will be reimbursed up to one-hundred dollars (\$100) for the medical physical examination required to maintain a CDL.

SECTION 4. The rates shown as wages and salaries for the positions listed above are maximum rates.

SECTION 5. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana upon this _____ day of _____, 2024.

Isabel Piedmont-Smith, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

Presented by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2024.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2024.

Kerry Thomson, Mayor
City of Bloomington

SYNOPSIS

Ordinance 2024-20 sets the maximum 2025 salary for all appointed officers, non-union, and A.F.S.C.M.E. employees for all the departments of the City of Bloomington, Indiana.



TO: City Council members

FROM: Sharr Pechac, Human Resources Director

CC: Mayor Kerry Thomson, Deputy Mayor Gretchen Knapp, Controller Jessica McClellan, Council Attorney Lisa Lehner

DATE: October 11, 2024

SUBJECT: 2024 Salary Ordinance 2024-20 for Appointed Officers, Non-Union, and AFSCME Employees

Ordinance 2024-20 sets the pay grades and salary ranges for Appointed Officers, Non-Union, and AFSCME Employees.

The requested changes and new positions are explained below. Consistent with past practice, the grade classification was determined through the job evaluation committee¹ (now rebranded the Workforce Evaluation and Realignment Committee (WERC.)) Additionally, all graded positions have been level-set across the City as a whole for consistency and fairness, and have been confirmed by external consultants assisting on the project. The estimated fiscal impact is included. The fiscal impact for the new position includes the salary (budgeted at the midpoint of the pay range), a flat amount for benefits, retirement contributions, and taxes.

CHANGES TO EXISTING POSITIONS

Civil City Engineering requests to make their long-term temporary Engineering Field Tech position into a permanent position (Grade 6). This role is needed on a permanent basis and will be covered in large part by the funds already set aside for the temporary position. The fiscal impact is expected to be \$85,360.46, which will be offset from money set aside for the temporary position.

We also request to correct an inaccuracy on the number of Engineering Field Specialists within the Engineering Department. With their temporary position (above) being made permanent, they will have three (3) positions with that title, not two.

Similarly, we also request to correct other inaccuracies of the titles to existing positions within the ITS Department that were made Senior status in previous years.

NEW POSITIONS

Economic and Sustainable Development requests a new Capital Projects Manager (Grade 9). This role will ultimately save the City money that is being spent on consultants, which is a stated City Council priority. It will also provide us with full-time help managing the massive Hopewell project, as well as others. The fiscal impact is expected to be \$121,256.

¹ The former job evaluation committee, and current workforce evaluation and realignment committee, evaluates a job using seven criteria. Points are assessed in each category, and a grade is assigned based on the cumulative score. Additional factors are then weighed into the equation and level-setting is done across the City for consistency and fairness.

Housing and Neighborhood Development requests a new Grants Compliance Monitor (Grade 6). This position is needed so there is a full-time, dedicated staff member working to monitor grants compliance moving forward. The fiscal impact is expected to be \$92,468.

The Office of the Mayor requests a new Program Manager (City Homelessness Response Coordinator (Grade 7)). This role will provide program management on the work needed to address issues for our unhoused population within the City, which remains a priority for City of Bloomington Administration, City Council, and our constituents. The fiscal impact is expected to be \$102,063.

The Fleet Division within Public Works requests a new Service and Capital Coordinator (Grade 7). The City's fleet has expanded tremendously, and additional support is also needed on capital planning and procurement. The fiscal impact is expected to be \$102,063.

Utilities requests a new Instrumentation and Control Specialist (Grade 7) within their Administration division. The responsibilities designated for this new staff member are currently being contracted out, and current contracts have been insufficient to cover the full needs of this area. Additionally, aging infrastructure requires significant maintenance. The fiscal impact is expected to be \$102,063.

Utilities requests a new Hazardous Materials Inspector (Grade 8) within their Environmental division. Many aspects of environmental and hazardous material compliance have evolved. To ensure compliance with IDEM's RCRA, SPCC, UST, CAA regulations, routine good housekeeping and pollution prevention inspections are required. This position will oversee those needs. The fiscal impact is expected to be \$111,256.

Additional Changes

All other changes made to position grades were the result of the Classification and Compensation Study implementation. Consistent with past practice, the grade classification was determined through the job evaluation committee¹ (now rebranded the Workforce Evaluation and Realignment Committee (WERC.)) Additionally, all graded positions have been level-set across the City as a whole for consistency and fairness, and have been confirmed by external consultants assisting on the project. The estimated fiscal impact of these changes was presented as part of the Budget presentations earlier this year.

Additionally, we request to update the 2025 Non-Union Grade rate table to reflect the 3% cost of living increase for 2025, as well as to update the Labor, Trades, and Crafts table to reflect 3.1% contractually promised rate increase for 2025. We also request to update the minimum pay for Temporary Positions in the rate table to reflect the increase in the Consumer Price Index (3%) from \$15.75 to \$16.22. Furthermore, we have adjusted the maximum pay rate of many positions in this same table to provide some flexibility while not superseding the starting pay rate of those in A.F.S.C.M.E.

We also request to remove the \$500 bonus given to all City staff members in 2024 as this bonus is being retired by the new administration so available funds can be dedicated to the Classification and Compensation study implementation. We also request to remove the Longevity Pay that has been given in past years as we adopt our new tenure-based pay advancement strategy.

¹ The former job evaluation committee, and current workforce evaluation and realignment committee, evaluates a job using seven criteria. Points are assessed in each category, and a grade is assigned based on the cumulative score. Additional factors are then weighed into the equation and level-setting is done across the City for consistency and fairness.

Finally, we have removed from this Ordinance all positions within the Clerk's Office, as well as both the Fire Department and Police Department. The Clerk's Office will be establishing a separate salary ordinance concerning the positions in that office. Similarly, all positions within both the Fire and Police Departments will now be found solely in the Public Safety salary ordinance.

Your approval of Ordinance 2024-20 is requested. Please feel free to contact me if you have any questions.

¹The former job evaluation committee, and current workforce evaluation and realignment committee, evaluates a job using seven criteria. Points are assessed in each category, and a grade is assigned based on the cumulative score. Additional factors are then weighed into the equation and level-setting is done across the City for consistency and fairness.

MEMO FROM COUNCIL OFFICE:

To: Members of the Common Council

From: Ash Kulak, Deputy Council Administrator/Attorney

Date: October 11, 2024

Re: Ordinance 2024-22 – To Fix the Salaries of Appointed Deputies and Employees of the Bloomington City Clerk for the City of Bloomington, Monroe County, Indiana for the Year 2025

Synopsis

This salary ordinance establishes the 2025 maximum salaries for Bloomington City Clerk employees.

Relevant Materials

- Ordinance 2024-22
- Staff Memo from Clerk Bolden

Summary

Ordinance 2024-22 would set the salaries for Clerk staff pursuant to [Indiana Code 36-4-7-3](#) subsection (d). This subsection permits the city clerk, with the approval of the legislative body, to fix the salaries of employees and deputies appointed under IC 36-4-11-4. [Indiana Code 36-4-11-4](#) generally authorizes the city clerk to appoint deputies and employees authorized by the legislative body. These deputies and employees serve at the clerk's pleasure.

This year, this ordinance is coming separately from the ordinance in which the Mayor sets the salaries for all appointed officials and city employees (see materials for Ordinance 2024-20). This is coming after several conversations between the Clerk and members of the administration in order to align priorities with what is permissible under state code.

The ordinance fixes the salaries for four positions, Chief Deputy Clerk (Grade 7), Deputy Clerk of Communications & Outreach (Grade 7), and two Deputy Clerk positions (both Grade 6). Please view the staff memorandum by Clerk Bolden for more information on the rationale behind the salaries included in the ordinance.

Contact

Nicole Bolden, City Clerk, 812-349-3408, boldenn@bloomington.in.gov

ORDINANCE 2024-22

TO FIX THE SALARIES OF APPOINTED DEPUTIES AND EMPLOYEES OF THE BLOOMINGTON CITY CLERK FOR THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA FOR THE YEAR 2025

WHEREAS, under Indiana Code 36-4-7-3(d), the City Clerk may fix the salaries of its deputies and employees appointed under Indiana Code 36-4-11-4; and

WHEREAS, the Bloomington City Clerk wishes to fix the annual salaries for appointed deputies and employees pursuant to I.C. 36-4-7-3(d);

Now, therefore, be it hereby ordained by the Common Council of the City of Bloomington, Monroe County, Indiana that:

SECTION 1: I, Nicole Bolden, Clerk of the City of Bloomington, Indiana, as referenced by Indiana Code § 36-4-7-3 and § 36-4-11-4, and subject to the approval of the Bloomington Common Council, fix the maximum annual salaries for the following appointed deputies and employees of the City of Bloomington, Indiana, beginning January 1, 2025, and continuing after that until duly changed, and request that the Common Council approve such salary rates of said city.

SECTION 2: Where more than one position shares the same job title indicated, the number of positions that share the job title is given in parentheses after the job title.

<u>Job Title</u>	<u>Grade</u>	<u>Maximum Base Salary</u>
Chief Deputy Clerk	7	\$76,745.94
Deputy Clerk of Communications & Outreach	7	\$69,948.58
Deputy Clerk (2)	6	\$68,356.75

SECTION 3: This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

SECTION 4: If any section, sentence, or provision of this ordinance, or the application thereof to any person or circumstance, shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid section, sentence, provision or application, and to this end the provisions of this ordinance are declared to be severable.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana upon this _____ day of _____, 2024.

ISABEL PIEDMONT-SMITH, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2024.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2024.

KERRY THOMSON, Mayor
City of Bloomington

SYNOPSIS:

This salary ordinance establishes the 2025 maximum salaries for Bloomington City Clerk employees.



**OFFICE OF THE
CITY CLERK**

2025 Budget Memo

To: Members of the City of Bloomington Common Council
From: Clerk Nicole Bolden
CC: Mayor Kerry Thomson, Jessica McClellan, Controller, and Lisa Lehner, Council Attorney.
Date: October 11, 2024
Subject: 2025 Salary Ordinance 2024-22 for Appointed Deputies and Employees of the Bloomington City Clerk.

Ordinance 2024-22 fixes the salaries for appointed deputies and employees of the Bloomington City Clerk.

Until 2025, positions in the Clerk's office were listed in the civil city salary ordinance. Under Indiana Code 36-4-7-3(d), the City Clerk may fix the salaries of its deputies and employees appointed under Indiana Code 36-4-11-4. Beginning in 2025, the Clerk's positions will be listed in a separate salary ordinance specific to the Clerk's office.

The Bloomington City Clerk requests the approval of the maximum annual salaries for appointed deputies and employees pursuant to I.C. 36-4-7-3(d).

The office's salaries partially reflect changes recommended in the Classification and Compensation Study conducted in 2023 and changes to full-time staff salaries based on reorganizing the Clerk's staff structure.

I respectfully request your approval of Ordinance 2024-22. Please do not hesitate to contact me with any questions or concerns.