

City of Bloomington Common Council Legislative Packet

Wednesday, 04 December 2019

Regular Session – 6:30 PM

Immediately followed by, but no earlier than 7:30 pm, a

Committee of the Whole

For legislation and background material regarding Ordinance 19-25 and Ordinance 19-23, please consult [30 October 2019 Legislative Packet](#).

For legislation and background material regarding Ordinance 19-20, please consult [25 September 2019 Legislative Packet](#) and the [Supplemental Legislative Packet](#).

For Legislation and background material regarding Appropriation Ordinance 19-08, please consult [13 November 2019 Legislative Packet](#).

Legislation and background material regarding Appropriation Ordinance 19-09, Resolution Ordinance 19-18, Ordinance 19-27, and Ordinance 19-28 are contained herein.

For a schedule of upcoming meetings of the Council and the City's boards and commissions, please consult the City's [Calendar](#).

Office of the Common Council
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<http://www.bloomington.in.gov/council>

City of
Bloomington
Indiana



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To: Council Members
From: Council Office
Re: Weekly Packet
Date: 26 November 2019

LEGISLATIVE PACKET CONTENTS

REGULAR SESSION: 4 DECEMBER 2019 – 6:30 PM

- Memo from Council Office
 - Regular Session and Committee of the Whole Agenda – Wednesday, 4 December, 2019
 - Notice of Committee of the Whole
- Special Session – Tuesday, 3 December 2019 - Further Consideration of UDO Amendments***
- *See separate packet with Agenda, Notice, and Amendments*

Regular Session – Wednesday, 4 December 2019

- First Readings

- **Appropriation Ordinance 19-09** – To Specially Appropriate from the Food and Beverage Tax Fund Expenditures Related to the Convention Center Expansion and Authorize Persons Designated by the Mayor to Relay Council Requests for Recommendations
 - Recommendation from the Food and Beverage Advisory Commission (forthcoming)
 - Memo to the Council, Jeffrey Underwood, Controller & Philippa Guthrie, Corporation Counsel
 - Message from Mayor Hamilton to elected officials – dated November 25, 2019
 - Previous funding recommendations from Food & Beverage Tax Advisory Commission

Contact: Jeffrey Underwood, underwoj@bloomington.in.gov, 812-349-3412; Philippa Guthrie, guthriep@bloomington.in.gov, 812-349-3436

Legislation Related to Recently Negotiated Collective Bargaining Agreement with the FOP

- **Resolution 19-18** To Approve and Authorize the Execution of a Collective Bargaining Agreement Between the City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88
 - Memo from Philippa Guthrie, Corporation Counsel (indicating changes from 2015-2019 Agreement);
 - Collective Bargaining Agreement;
 - Collective Bargaining Agreement (*redline version*)

Contact: Philippa Guthrie at guthriep@bloomington.in.gov, 812-349-3426;

Mike Rouker at roukerm@bloomington.in.gov, 812-349-3426

- **Ordinance 19-27** – Amending Ordinance 18-17 which Fixed the Salaries of Officers of Police and Fire Departments for 2019 – Re: Providing a One-Time, \$1,000 Bonus for Officers First Class and Senior Police Officers and Adding a Fire Logistics Officer
 - Memo to the Council, Caroline Shaw, Director, Human Resources

Contact: Caroline Shaw, shawc@bloomington.in.gov, 812-349-3404

- **Ordinance 19-28**- To Amend Title 2 of the Bloomington Municipal Code entitled “Administration and Personnel” – Amending Chapter 2.28 (Living Wage Ordinance) to Remove Exclusion for City Seasonal Employees
*Contact: Cms. Granger (grangerd@bloomington.in.gov) and
Piedmont-Smith (piedmoni@bloomington.in.gov), 812-349-3409*

- ***Second Readings and Resolutions***
- **Ordinance 19-25** To Amend Title 8 of the Bloomington Municipal Code, Entitled “Historic Preservation and Protection” to Establish a Historic District – Re: The Near West Side Conservation District (Near West Side Historic Designation Committee, Petitioner)
 - Am 01, Staff Amendment (*in need of a Sponsor*)
 - *Contact: Conor Herterich at 812-349-3420, herteric@bloomington.in.gov
Philippa Guthrie, at 812-349-3426 or guthriep@bloomington.in.gov*
- **Ordinance 19-23** To Amend a Planned Unit Development (PUD) District Ordinance and Approve a Preliminary Plan – Re: 1201 W. Allen Street (Hilltop Meadow, LLC, Petitioner)
 - Reasonable Condition (RC) – 01 – Sponsor, Cm. Piedmont-Smith
 - *Contact: Ryan Robling at 812-349-3423, roblinger@bloomington.in.gov*

→ *Aside from the amendments noted above, please see the weekly Council Legislative Packet issued for the [30 October 2019](#) Special Session for the above legislation, material, and summary.*

- Legislation Related to Recently Negotiated Collective Bargaining Agreement with the FOP
- **Resolution 19-18** To Approve and Authorize the Execution of a Collective Bargaining Agreement Between the City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88
*Contact: Philippa Guthrie at guthriep@bloomington.in.gov, 812-349-3426;
Mike Rouker at roukerm@bloomington.in.gov, 812-349-3426
→ For materials, please see First Readings (above)*

- **Ordinance 19-20** An Ordinance Fixing the Salaries of Officers of the Police and Fire Departments for the City of Bloomington, Indiana, for the Year 2020 (Amendment by Substitution)
 - Memo from Caroline Shaw, Director of Human Resources (indicating changes from 2019)
 - Amendment by Substitution.
 - ***Motions to Take from the Table and to Amend by Substitution Anticipated***
 - Contact: Caroline Shaw, shawc@bloomington.in.gov, 812-349-3404*

- **Ordinance 19-27** – Amending Ordinance 18-17 which Fixed the Salaries of Officers of Police and Fire Departments for 2019 – Re: Providing a One-Time, \$1,000 Bonus for Officers First Class and Senior Police Officers and Adding a Fire Logistics Officer
*Contact: Caroline Shaw, shawc@bloomington.in.gov, 812-349-3404
→ For materials, please see First Readings (above)
→ ***Note: This ordinance implements the recently approved collective bargaining agreement between the City and FOP (along with one unrelated change) and may, with special procedures, be adopted on the same evening it is introduced . Otherwise, this ordinance could also be discussed at the Committee of the Whole and given final action on December 11th.****

(Immediately Followed by)
Committee of the Whole

- **Appropriation Ordinance 19-08** To Specially Appropriate from the Rental Inspection Program and the Parking Meter Fund Expenditures Not Otherwise Appropriated (Appropriating Various Transfers of Funds within the General Fund, Parks and Recreation General Fund, Parking Facilities Fund, Motor Vehicle Highway Fund, Alternative Transportation Fund; Cumulative Capital Development Fund and, Appropriating Additional Funds from the Parking Meter Fund and the Rental Inspection Fund)
Contact: Jeff Underwood, at 812-349-3412, underwoj@bloomington.in.gov
- **Ordinance 19-27** – Amending Ordinance 18-17 which Fixed the Salaries of Officers of Police and Fire Departments for 2019 – Re: Providing a One-Time, \$1,000 Bonus for Officers First Class and Senior Police Officers and Adding a Fire Logistics Officer
Contact: Caroline Shaw, shawc@bloomington.in.gov, 812-349-3404
→ ***Note: This ordinance implements the recently approved collective bargaining agreement between the City and FOP (along with one unrelated change) and may, if the Council wishes, be ready for adoption on the same evening it is introduced. It appears on the Committee of the Whole agenda in the event the motion to consider and adopt at one meeting fails.***
- **Appropriation Ordinance 19-09** - To Specially Appropriate from the Food and Beverage Tax Fund Expenditures Related to the Convention Center Expansion and Authorize Persons Designated by the Mayor to Relay Council Requests for Recommendations
Contact: Jeffrey Underwood, underwoj@bloomington.in.gov, 812-349-3412; Philippa Guthrie, guthriep@bloomington.in.gov, 812-349-3436

PRELIMINARY MATTERS – REMINDERS FOR THE WEEK, ETC.

Meetings:

Tuesday

6:00 PM	Special Session – Another Meeting to Consider First Round Amendments to the UDO	Council Chambers
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Wednesday

6:30 PM	Council Regular Session	Council Chambers
No Earlier than 7:30 PM	Committee of the Whole	Council Chambers

**REGULAR SESSION – FIRST READINGS AND A RELATED RESOLUTION – NEW MATERIALS –
SUMMARY**

Item 1:

Appropriation Ordinance 19-09 – To Specially Appropriate from the Food and Beverage Tax Fund Expenditures Related to the Convention Center Expansion, and Making a Standing Request for Recommendations from the Food and Beverage Tax Advisory Commission as Future Needs for those Expenditures Arise

Appropriation Ordinance 19-09 authorizes expenditure of monies collected through the Monroe County Food and Beverage Tax. It is the third such ordinance this year, following Appropriation Ordinances 19-01 and 19-03. The previous appropriation ordinances included expenditures for Phase I of the project, which involved conceptual and design work, a survey, appraisals and environmental work, legal & financial advice on various issues related to the project, including a bond issue, and such other related services as might be identified.

Please see the weekly Council Legislative Packet issued for the [6 February 2019 Regular Session](#) and the [1 May 2019 Regular Session](#) for:

- a brief history of the Food & Beverage Tax in Monroe County
- the City's use of the Food & Beverage Tax in accordance with I.C. § 6-9-41-15 and an MOU entered into with Monroe County via [Resolution 17-38](#);
- the process for authorization of expenditures by the Food & Beverage Advisory Commission established pursuant to I.C. § 6-9-41-16;
- a summary of the previous requests for recommendations, including a standing request for recommendations from the Food & Beverage Advisory Commission regarding expenditures of these tax funds made by the Council in Appropriation Ordinance 19-03

Excerpted below is a portion of the Memo prepared by Philippa Guthrie, Corporation Counsel, and Jeffry Underwood, Controller that describes the current request:

In summary, the City Administration requests your approval of Appropriation Ordinance 19-09 to pay for the items listed below related to the Project. The total request is a not to exceed amount of \$6,000,000. Please note that all of these expenses will ultimately be reimbursed from the bond proceeds.

- *Design fees for an expanded Convention Center and Parking Garage.*

Please note that the Food and Beverage Advisory Commission is scheduled to meet on December 3, 2019. Appropriation 19-09 is being brought forward under the assumption that the Commission will recommend the expenditure of funds as specified in the proposed legislation, which is a not to exceed amount of \$6,000,000 to be used for design fees for the expanded Convention Center and parking garage. The written recommendation from the Commission will be provided to the Council prior to the Regular Session on December 4, 2019.

Item 2 and Item 3
Introductory Summary to Items 2 and 3 Primarily Relating to Salaries and Benefits
Negotiated by Fraternal Order of Police

The next two pieces of legislation up for First Reading primarily relate to the salaries and benefit negotiated by the Fraternal Order of Police, Don Owens Memorial Lodge 88 (FOP).

Item 2, under First Reading, is **Resolution 19-18**, which approves the recently-negotiated collective bargaining agreement between the City and the FOP. While not required to be given first reading, it is included here because of the four-year fiscal impact and because it sets the context for Item 3 under First Reading and Item 4 under Second Reading (further on in this Summary).

Item 3 is **Ordinance 19-27**, which amends the Ordinance 18-17 (Police and Fire Salary Ordinance for 2019) to provide a \$1,000 one-time bonus to the FOP members as part of the collective bargaining agreement, to be paid this year and shifts a Logistics Office in the Fire department from the general salary ordinance (Ordinance 19-21) to last year's ordinance for 2019.¹

Note: the agenda proposes that the Council consider this ordinance on the same night and at the meeting that it was introduced. That, as noted below, requires unanimous consent for consideration and a 2/3's majority for adoption. This is noted on the agenda and, in the event at least one member does not consent to this treatment, this ordinance also appears as an item on the Committee of the Whole agenda. See the summary of this ordinance below under First Readings.

In addition to these items, please see Item 4 under Second Readings (below) for un-tabling of Ordinance 19-20, which fixes the salaries for officers of the Police and Fire departments for 2020.

Item 2:
Resolution 19-18 To Approve and Authorize the Execution of a
Collective Bargaining Agreement between the City of Bloomington and
the Fraternal Order of Police, Don Owens Memorial Lodge 88

Item 1 – Res 19-18 approves and authorizes the execution of a new four-year collective bargaining agreement (Agreement) between the City and the Fraternal Order of Police, Don Owens Memorial Lodge 88, which will become effective from the time of the execution of the Agreement through the end of 2022. The negotiations began in the middle of 2018 and culminated in a positive vote of the bargaining unit earlier this month.

¹ This shift has already made or proposed to be made for 2020.

Chapter 2.32 of the BMC sets forth the procedures for negotiating this agreement and the appropriate subjects of bargaining. Those subjects generally include salary and pay schedules, vacation schedules, the accumulation of vacation time, lay off and grievance procedures, and group insurance. The Council must approve the agreement before it goes into effect, but since it is negotiated between the City and the bargaining unit, the Council does not have a direct means to amend it. A “clean” and “strike-out” version of the agreement is attached to the resolution.

Summary of Proposal – See Philippa Guthrie’s Memo to the Council

Please see the Memo to the Council from Philippa Guthrie, Corporation Counsel, for more on the process of negotiations and the substantive of changes over the last agreement. The changes to the Agreement can be separated into terms that are largely monetary and terms that are largely non-monetary. And, given its importance to City Management, please see the last heading – Major City Priority/Initiative. Please note that Jeff Underwood, Controller, estimates that increases over the four-year Agreement will have a fiscal impact of about \$1.46 million.²

Monetary Changes

The monetary package would provide a one-time bonus of \$1,000 for FOP members for payment in 2019 which, if the Council takes special steps to consider and adopt an ordinance on the same night it is introduced, could be seen in the paychecks issued on December 20th. In addition during each of the four years of the agreement there will be the following increases:

Increase in Basic Salary Ordinance Percentages (Section XII B.):

2019	2.00% increase, that would become the base for the 2020 increases, but not be paid in 2019 (given the lateness of the in the year and the \$1,000 bonus to be paid this year)
2020	2.65%
2021	2.80%
2022	2.90%

Increase in Longevity Pay from \$100 to \$125 per year (Section XII H.):

The City pays for longevity up to 20 years of service, which means the maximum annual payment to an officer for those 20 years will rise from \$2,000 to \$2,500 per year.

Note: The fiscal impact of this may be greater than you realize because, in addition to the direct payment to the officer, the City also pays the following percentages:

- *4% of the officers’ INPRS (Indiana Public Retirement System) annual obligation; and*
- *~23% toward the City’s obligation for each officer’s pension.*

² According to my notes, the four-year contract ending in 2019 involved an increased fiscal impact of about half this amount: \$730,000.

Change in Specialty Pay (Section XII F.)

There are currently 2 Specialty categories: Category 1, with 14 specialties³ that pay \$500 per year; and, Category 2, with 2 specialties⁴ that pay \$1,400 per year. This agreement keeps Category 1 at \$500 per year, but moves 3 specialties⁵ to Category 2 at \$1,400 per year. It also creates a new Category 3 at \$1,600 per year and moves the current 2 specialties in Category 2 to this new category.

Increase in Shift Differential to \$50/week for certain Senior Police Offices choosing to work the Afternoon (or Second) Shift (Section XII. D – *See Major City Priority/Initiative (Shift-Bidding) below for a fuller description of the changes and reasons for them.*)

Increase in Contractual Overtime from \$35/hour to \$36/hour (Section XI C.)

Increases (Aggregate) Time Off for Union Business⁶ from 125 to 150 hours per year (Section XVII.)

Primarily Non-Monetary Changes

There are a few non-monetary changes in this agreement. Here are a few noted by Guthrie:

Probationary Officer Leaves are removed from the Agreement (since these officers are not subject to it) but, as Guthrie notes, the practice set forth in the Agreement will be followed. (Former Section XI A.)

Detective On-Call Hours are clarified, so that they run from 9:00 am on Friday of one week to 9:00 am on Friday of the following week, rather than being based upon when the last detective regularly assigned for the first Friday goes off duty. (Section VI)

Sick Note policies are clarified, so that statements from the doctor may be given to either the commanding officer or the on-duty officer, and so that conflicting medical statements regarding light-duty status will be resolved, first, by the relevance of the doctor's specialty, and if that does not resolve the conflict, by the City's own physician. (Section XI)

³ Current Category 1 Specialties include: School Liaison Officer; Training Instructor; CIRT Officer; Hostage Negotiator; Breath Analyzer; K9 Officer; Bike Patrol; Civil Disturbance Unit; Accident Reconstructionist; Honor Guard; Drug Recognition Expert (DRE) and, or Downtown Resource Officer (DRO).

⁴ Current Category 2 Specialties include: Detective; and or Field Training Officer

⁵ CIRT Officer, Hostage Negotiator, and Dive Team.

⁶ The Agreement also clarified that while time spent in contract negotiations will not count toward the 150 hours, time spent preparing for and attending training session will. Section XVII B (D).

Major City Priority/Initiative – Shift Bidding (Section XIII)

Along with \$50 per week incentive noted above, the Agreement makes other “perhaps [the] most significant change relating to Shift Transfers. While this summary leaves the details of this initiative to Guthrie’s memo, please note that the City has taken the first steps to bring more experienced officers to the Afternoon Shift. The Afternoon Shift is the most intensive of the three shifts. It is also where bringing officers with more experience from other shifts offers the greatest marginal benefit to the safety of the community and its officers.⁷

To achieve this benefit, the Agreement makes inroads into a traditional, widely-held practice, prized by the officers: the bidding for shifts based upon the seniority of the officer. It does so in two ways. First, the Agreement phases-out shift bidding starting with officers hired after January 1, 2020. Rather than formally “bid” on shifts, these new officers will be able to submit their *preferences*. According to the Agreement the Police Administration will make “every effort” to honor those preferences, “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.”⁸ Second, in concert with the power of the Police Administration to set staffing levels, the Agreement sets the maximum number of biddable “spots” at 75%, thereby providing more room to augment shifts as needed.

Item 3:

Ordinance 19-27 – Amending Ordinance 18-17 which Fixed the Salaries of Officers of Police and Fire Departments for 2019 – Re: Providing a One-Time, \$1,000 Bonus for Officers First Class and Senior Police Officers and Adding a Fire Logistics Officer ***(Available for Adoption on the Night it is Introduced)***

As mentioned above, **Ordinance 19-27** amends **Ordinance 18-17**, which fixed the salaries for officers in the Police and Fire departments for 2019. The main reason for the amendment is to provide a \$1,000 one-time bonus to the FOP members this year as part of the recently negotiated collective bargaining agreement. To help assure that the bonus will be included in the paycheck issued on December 20th, the Council could choose to consider and act on the ordinance the same night is introduced. That requires unanimous consent to consider adoption that night and a 2/3s majority to adopt. This expedited process, however, may not be necessary, if the Council takes up the matter at a Special Session on December 11th (which needs to be scheduled to act on the end-of-the-year appropriation ordinance.

The ordinance also shifts a Logistics Officer in the Fire department from the general salary ordinance (**Ordinance 19-21**) to last year’s ordinance for 2019.⁹

⁷ There is a 1st or Morning Shift (from 5:30 am – 2:00 pm), a 2nd or Afternoon Shift (from 1:30 pm – 10:00 pm; and 3rd or Night Shift (from 9:30 pm - 6:00 am.)

⁸ Section VIII (Shift Transfers) A. 3.

⁹ This shift has already made or proposed to be made for 2020.

Item 4:

**Ordinance 19-28 To Amend Title 2 of the Bloomington Municipal Code entitled
“Administration and Personnel” – Amending Chapter 2.28 (Living Wage Ordinance)
to Remove Exclusion for City Seasonal Employees**

Ordinance 19-28 is sponsored by Cms. Granger and Piedmont-Smith and amends Chapter 2.28 of the Bloomington Municipal Code (Living Wage Ordinance) to culminate a multi-year effort on their part (with support from the rest of the Council), to bring seasonal employees of the City of Bloomington up to the Living Wage.¹⁰ The change removes an exclusion from the definition of “covered employee” for seasonal employees of the Parks and Recreation department who worked outside of the main offices of that department. According to the City’s webpage devoted to this topic¹¹ the Living Wage for 2020 will be \$13.21 per hour, with up to 15% provided in the form of health insurance available to the covered employee. Please see the webpage and the Whereas clauses of this ordinance for more on the program.

REGULAR SESSION – SECOND READINGS – NEW MATERIALS - SUMMARY

Item 1:

**Ordinance 19-25 To Amend Title 8 of the Bloomington Municipal Code, Entitled “Historic Preservation and Protection” to Establish a Historic District –
Re: The Near West Side Conservation District
(Near West Side Historic Designation Committee, Petitioner)
- Amendment 01 (Attached)**

Ordinance 19-25 comes forward from the Committee of the Whole on November 6th and establishes the Near West Side Conservation District. Please note that there is an amendment offered by Conor Herterich, which reconciles addresses in the first two sections of the ordinance and inserts an Addendum to clarify the map.

Item 2:

**Ordinance 19-23 To Amend a Planned Unit Development (PUD) District Ordinance and Approve a Preliminary Plan – Re: 1201 W. Allen Street (Hilltop Meadow, LLC, Petitioner)
- Report and Reasonable Condition (RC – 01) – Sponsor, Cm. Piedmont-Smith (Attached)**

Ordinance 19-23 also comes forward from November 6th, where the Land Use Committee discussed and gave it a positive recommendation of 3 – 0 – 0. Please note that Cm. Piedmont-Smith intends to offer a Reasonable Condition, RC-01, which is explained in the Synopsis set forth below:

¹⁰ According to the budget materials provided this fall this effort was done at the cost of about \$800,000.

¹¹ <https://bloomington.in.gov/business/living-wage>

This Reasonable Condition is sponsored by Cm. Piedmont-Smith and would reduce the maximum impervious surface area for the development of this site from 65% to 57%. The petitioner is proposing to use RH development standards for this Planned Unit Development and is seeking deviation from the RH district's maximum impervious surface coverage from 50% to 65%. This change to 57% actually reflects plans submitted by the petitioner.

Item 3:

See Resolution 19-18 (Approving the Collective Bargaining Agreement with the FOP) above

Item 4:

**Ordinance 19-20 An Ordinance Fixing the Salaries of Officers of the Police and Fire Departments for the City of Bloomington, Indiana, for the Year 2020
(Amendment by Substitution)**

This item brings forward **Ordinance 19-20** (Salaries for Police and Fire Officers for 202), which was tabled on October 10th, to give time for the City and the FOP to complete negotiation of a new collective bargaining. As noted above (Resolution 19-18 – Approving that Agreement), a new Agreement has been approved by the FOP and is ready for consideration by the Council. Assuming the Council approves that agreement, the next step is to incorporate those changes into the salary ordinance for 2020. The attached Ordinance 19-20 – Amendment by Substitution), incorporates those changes and does so in a way that will make it easier to use in preparation for future amendments and the salary ordinance for 2021.

Note: This item will need a Motion to Take from the Table and, if wished by the Council, a Motion to Amend by Substitution. Recall that an amendment by substitution involves the same two-step process as other amendments: 1) a Motion to Amend the Legislation; and 2) Motion to Adopt the Legislation as Amended.

Changes. As Caroline Shaw, Director of Human Resources, notes in her Memo, the changes, in brief:

- Increase the salaries for Office First Class and Senior Police Officer by 2.65% (which builds on a base salary that includes a 2.0% increase for 2019;
- Increase longevity from \$100 to \$125 per year of service (with a maximum of 20 years);
- Add a new 3rd category of Specialty Pay for the 16 specialties (see Resolution 19-18 – above), adjusting the pay for the latter two categories, and shifting specialties up from the 1st to 2nd category and from the 2nd to the 3rd category;
- Offer a \$50 per week incentive (increasing the amount from \$16 to \$50) for certain Senior Police Officers to bid for the Afternoon Shift; and
- Increase the Contractual Overtime pay from \$35 to \$36 per hour.

**REVISED NOTICE AND AGENDA
BLOOMINGTON COMMON COUNCIL**

**REGULAR SESSION
IMMEDIATELY FOLLOWED BY
A COMMITTEE OF THE WHOLE**

**6:30 P.M., WEDNESDAY, 04 DECEMBER 2019
COUNCIL CHAMBERS
SHOWERS BUILDING, 401 N. MORTON ST.**

I. ROLL CALL

II. AGENDA SUMMATION

III. APPROVAL OF MINUTES

None

IV. REPORTS (A maximum of twenty minutes is set aside for each part of this section.)

- 1. Councilmembers**
- 2. The Mayor and City Offices**
- 3. Council Committees**
- 4. Public¹**

V. APPOINTMENTS TO BOARDS AND COMMISSIONS

VI. LEGISLATION FOR FIRST READING

1. Appropriation Ordinance 19-09 To specially Appropriate from the Food and Beverage Tax fund expenditures related to the Convention Center Expansion and Authorize Persons Designated by the Mayor to Relay Council Request for Recommendations

2. Resolution Ordinance 19-18² To Approve and Authorize the Execution of a Collective Bargaining Agreement between The City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88

3. Ordinance 19-27 Amending Ordinance 18-17 which Fixed the Salaries of Officers of the Police and Fire Departments for 2019 – Re: Providing a One-Time, \$1,000 Bonus for Officers First Class and Senior Police Officers and Adding a Fire Logistics Officer

Note: This ordinance is being introduced this evening with the possibility that it be considered for adoption later this same evening.

4. Ordinance 19-28 To Amend Title 2 of the Bloomington Municipal Code entitled “Administration and Personnel” - Re: Amending Chapter 2.28 (Bloomington Living Wage Ordinance) to Remove Exclusion for City Seasonal Employees

VII. LEGISLATION FOR SECOND READING AND RESOLUTIONS

1. Ordinance 19-25 To Amend Title 8 of the Bloomington Municipal Code, Entitled “Historic Preservation and Protection” to Establish a Historic District – Re: The Near West Side Conservation District (Near West Side Historic Designation Committee, Petitioner)

Anticipated Amendment - Am 01 (04 December 2019)

Committee of the Whole Action (06 November 2019)

Committee Recommendation

Do Pass: 8 – 0 – 0

2. Ordinance 19-23 To Amend a Planned Unit Development (PUD) District Ordinance and Approve a Preliminary Plan – Re: 1201 W. Allen Street (Hilltop Meadow, LLC, Petitioner)

Anticipated Reasonable Condition - RC 01 (04 December 2019)

Land Use Committee Actions

Report Filed (04 December 2019)

¹ For Regular Sessions, members of the public may speak on matters of community concern not listed on the agenda at one of the two public comment opportunities. Citizens may speak at one of these periods, but not both. Speakers are allowed five minutes; this time allotment may be reduced by the presiding officer if numerous people wish to speak.

² While generally not done, this resolution is being introduced for First Reading for two reasons. First, it bears a significant fiscal impact and, second, it affects the following ordinance.

Committee Recommendation (06 November 2019)
Regular Session Action (30 October 2019):
Referral to Land Use Committee
for Report on 04 December 2019

Do Pass: 3 – 0 – 0

Adopt: 8 – 0 – 0

3. Resolution Ordinance 19-18 To Approve and Authorize the Execution of a Collective Bargaining Agreement between The City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88

Introduced under First Reading (see above)

4. Ordinance 19-20 An Ordinance Fixing the Salaries of Officers of the Police and Fire Departments for the City of Bloomington, Indiana, for the Year 2020

Anticipated Motions to Take from the Table and Amend by Substitution

Regular Session Action (10 October 2019)

Motion to Table: 9 – 0 – 0

Committee of the Whole Action (25 September 2019)

Do Pass: 1 – 0 – 7

5. Ordinance 19-27 Amending Ordinance 18-17 which Fixed the Salaries of Officers of the Police and Fire Departments for 2019 – Re: Providing a One-Time, \$1,000 Bonus for Officers First Class and Senior Police Officers and Adding a Fire Logistics Officer

Note: Unanimous consent is necessary for the Council to consider adoption of an ordinance at the same meeting at which it is introduced (I.C. 36-6-4-13; BMC 2.04.300).

VIII. ADDITIONAL PUBLIC COMMENT³

(A maximum of twenty-five minutes is set aside for this section.)

XI. COUNCIL SCHEDULE⁴

X. ADJOURNMENT (*Immediately followed by, but no earlier than 7:30 pm*):

COMMITTEE OF THE WHOLE

Chair: Cm. Volan

1. Appropriation Ordinance 19-08 To Specially Appropriate from the Rental Inspection Program and the Parking Meter Fund Expenditures Not Otherwise Appropriated (Appropriating Various Transfers of Funds within the General Fund, Parks and Recreation General Fund, Parking Facilities Fund, Motor Vehicle Highway Fund, Alternative Transportation Fund; Cumulative Capital Development Fund and, Appropriating Additional Funds from the Parking Meter Fund and the Rental Inspection Fund)

Asked to Attend: Kevin Curran, Director of Auditing & Finance Systems, Controller

2. Ordinance 19-27 Amending Ordinance 18-17 which Fixed the Salaries of Officers of the Police and Fire Departments for 2019 – Re: Providing a One-Time, \$1,000 Bonus for Officers First Class and Senior Police Officers and Adding a Fire Logistics Officer

Note: If the Council does not vote to consider this ordinance in one meeting at tonight's Regular Session, then it will be ready for discussion here at the Committee of the Whole.

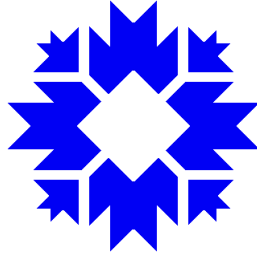
Asked to Attend: Caroline Shaw, Director, Human Resources

3. Appropriation Ordinance 19-09 To specially Appropriate from the Food and Beverage Tax fund expenditures related to the Convention Center Expansion and Authorize Persons Designated by the Mayor to Relay Council Request for Recommendations

Asked to Attend: Philippa M. Guthrie, Corporation Counsel, City of Bloomington
Jeffrey Underwood, Controller, City of Bloomington

³ For Regular Sessions, members of the public may speak on matters of community concern not listed on the agenda at one of the two public comment opportunities. Citizens may speak at one of these periods, but not both. Speakers are allowed five minutes; this time allotment may be reduced by the presiding officer if numerous people wish to speak.

⁴ This meeting has been listed on the Schedule for Common Council Consideration of Ordinance 19-24, which Repeals and Replaces the Entire Text of Title 20 of the Bloomington Municipal Code Entitled "Unified Development Ordinance" (Revised 14 November 2019). The purpose of this listing is to provide an opportunity to revise the schedule to account second-round amendments and any other circumstance.



**City of Bloomington
Office of the Common Council**

NOTICE

Wednesday, 04 December 2019

**The Council has decided to HOLD a
Committee of the Whole
immediately after the *Regular Session*,
but no earlier than 7:30 PM.**

**Council Chambers
(Suite #115) City Hall,
401 North Morton**

As a quorum of the Council may be present, this gathering constitutes a meeting of the Common Council under Indiana Open Door Law (I.C. § 5-14-1.5). For that reason, this statement provides notice that this meeting will occur and is open for the public to attend, observe, and record what transpires.

Posted: Tuesday, 26 November 2019

APPROPRIATION ORDINANCE 19-09

TO SPECIALLY APPROPRIATE FROM THE FOOD AND BEVERAGE TAX FUND EXPENDITURES RELATED TO THE CONVENTION CENTER EXPANSION AND AUTHORIZE PERSONS DESIGNATED BY THE MAYOR TO RELAY COUNCIL REQUESTS FOR RECOMMENDATIONS

- WHEREAS, the Monroe County Convention Center (“Center”) building was built in 1923 for the Graham Motor Sales company and converted to a convention center in 1991; and
- WHEREAS, the Center was upgraded and remodeled, but not enlarged, in 2012, and its current size has limited its ability to accommodate many groups desiring to hold events in Bloomington; and
- WHEREAS, the County and City are collaborating on a project to expand the Center (the “Project”), and have agreed that the Project will be primarily funded through the use of certain county excise tax revenues provided for under Indiana Code § 6-9-41-0.3, et seq. (“Food and Beverage Tax”); and
- WHEREAS, the Food & Beverage Tax was passed by the County in 2017 and has been continually collected since February 1, 2018, with the proceeds for the City transferred by the County Auditor being deposited into the Food and Beverage Tax City Fund, Number 152 (the “Fund”), in accordance with Indiana Code § 6-9-41-12; and
- WHEREAS, the County and City entered into a Memorandum of Agreement dated October 12, 2018 regarding selection of an architect to oversee the Project, and the MOU allocated explicit responsibility to the City for “Contracting and the payment for appropriate expenses for the Architect;” and
- WHEREAS, the architect, bond counsel and financial adviser were chosen and have completed the first phase of the Project (“Phase I”), which involved conceptual and design work, a survey, appraisals and environmental work, legal and financial advice related to a bond issue, and such other related services as were identified during Phase I (“Phase I Costs”); and
- WHEREAS, Phase II of the Project is ready to begin and the City therefore desires to have funds appropriated from the Fund in a not-to-exceed amount to pay for the Phase II costs not included in the adopted budget; and
- WHEREAS, the City has estimated a not-to-exceed amount for this appropriation; and
- WHEREAS, according to Indiana Code § 6-9-41-16(b), the Bloomington Common Council, as legislative body of the City, “must request the advisory commission's recommendations concerning the expenditure of any food and beverage tax funds collected under this chapter... [and]... may not adopt any ordinance or resolution requiring the expenditure of food and beverage tax collected under this chapter without the approval, in writing, of a majority of the members of the advisory commission”; and
- WHEREAS, after having previously adopted motions to request recommendations on particular expenditures, on May 15, 2019, the Bloomington Common Council made a standing request of the Food and Beverage Tax Advisory Commission (Commission) to make recommendations on future expenditures as needs arise; and
- WHEREAS, these requests were relayed to the Commission on behalf of the Council by Mick Renneisen, Deputy Mayor; and
- WHEREAS, on January 22, 2019, the Commission established under Indiana Code § 6-9-41-16, met in public session and recommended the use of monies in the Fund for the Phase I Costs related to the Architect, and met in public session on April 23, 2019 and recommended the use of the Fund for the Phase I Costs related to the bond counsel and financial adviser; and on December 3, 2019 recommended the use of the Fund for Phase II Costs related to Architect’s design fees for the expanded center and a related parking garage.

WHEREAS, pursuant to Indiana Code § 6-9-41-16(b), the majority of the members of the Commission have issued their written approvals (Exhibits A, B, and C) of the expenditures authorized herein;

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

SECTION I. For the expenses of said Municipal Corporation the following additional sums of money are hereby appropriated and ordered set apart from the fund herein named and for the purposes herein specified, subject to the laws governing the same:

AMOUNT REQUESTED

Food and Beverage Tax Fund

Classification 3 – Services and Charges:

Architect and related fees and expenses \$ 6,000,000.00

Grand Total \$ 6,000,000.00

SECTION 2. By this ordinance, the Common Council as legislative body of the City, authorizes the Deputy Mayor or other designee of the Mayor to relay this standing request to the Food and Beverage Advisory Commission (Commission) and, under home rule powers and IC 36-1-4-16, ratifies action taken by the Deputy Mayor to relay these requests to the Commission in the past.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2019.

DAVE ROLLO, 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 _____, 2019.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2019.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This ordinance appropriates funds from the Food and Beverage Tax Fund for expenditures related to the Convention Center expansion project, including expenditures for Phase II of the Project, which involves design work for the expansion of the Center and a Parking Garage, appraisals and environmental work related to the project, including a bond issue, and such other related services as may be identified. This ordinance also authorizes the Deputy Mayor or other designee of the Mayor to relay a request of the Council to the Food and Beverage Advisory Commission for written recommendation to expend funds.

Exhibit C

**To be provided after December 3, 2019 meeting of
Food and Beverage Tax Advisory Commission**

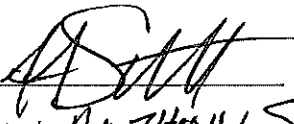
Food and Beverage Advisory Commission
April 23, 2019
Approved Requests for Funding

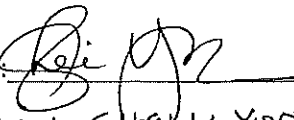
The Advisory Commission received requests from the City Council for use of food and beverage tax funds. The request was approved by the City Council on April 3, 2019.

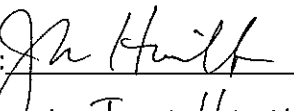
The Advisory Commission approved recommending the following fund use from the City Food and Beverage Tax Funds:

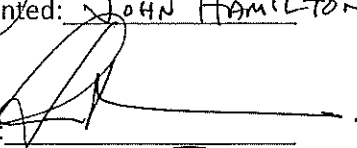
1. Use for Bond Counsel for the Convention Center Project, not to exceed \$120,000.
2. Use for Financial Advisory for the Convention Center Project, not to exceed \$80,000.

So approved this 23 Day of April 2019.


By: 
Printed: Anthony Sotfile

By: 
Printed: Shelli Yoden

By: 
Printed: John Hamilton

By: 
Printed: Lennie Busch

Food and Beverage Advisory Commission
January 22, 2019
Approved Requests for Funding.

2019003734 MIS \$0.00
03/22/2019 01:00:47P 2 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented


The Advisory Commission received requests from the County Commissioners and City Council for use of food and beverage tax funds. Each request was approved by the respective Legislative Bodies on January 16th.

The Advisory Commission approved recommending the following fund use from the County Food and Beverage Tax funds:


1. Use for Appraisals, Environmental Review, and Surveys in an amount not to exceed \$60,000. The funds may only be used in the geographic area whose boundaries are 3rd Street, Madison Ave, Second Street, and Walnut Street.

The Advisory Commission approved recommending the following fund use from the City Food and Beverage Tax funds:

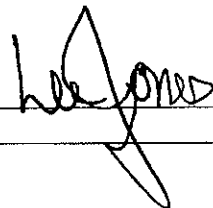
1. Use for Appraisals, Environmental Review, and Surveys in an amount not to exceed \$60,000. The Funds may only be used in the geographic area whose boundaries are 3rd Street, Madison Ave, Second Street, and Walnut Street.
2. Convention Center Expansion Architect's fees. The amount of the fee shall not exceed 10% of the Construction Costs. The estimated Construction Costs are between \$30 million and \$40 million. So the amount will not exceed \$4 Million.

So Approved this 22 Day of January, 2019.

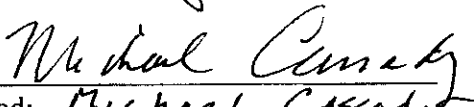
By:


Printed: John Hamilton


By:


Printed: Lee Jones

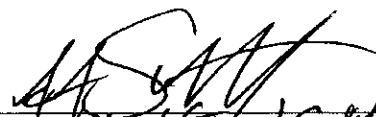
By:


Printed: Michael Cassidy

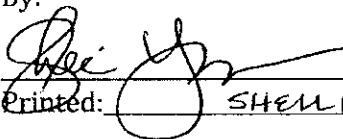
By:


Printed: Lennie Busch

By:


Printed: Anthony (Tony) Sumate

By:


Printed: Shelli Yoder

By:

Printed: _____



**City of Bloomington
Office of the Controller**

TO: Members of the Common Council of the City of Bloomington

FROM: Jeffrey Underwood, Controller
Philippa Guthrie, Corporation Counsel

CC: Dan Sherman, Council Administrator/Attorney

RE: Convention Center Expansion Project; Appropriation for Design Services

DATE: November 20, 2019

Phase II of the Convention Center expansion project (the “Project”), which includes expansion of the Center itself and a related parking garage, is set to begin. We therefore request your approval of expenditures from the Fund for various architectural design fees and services related to the Project.

In summary, the City Administration requests your approval of ordinance 19-09 to pay for the items listed below related to the Project. The total request is a not to exceed amount of \$6,000,000. Please note that all of these expenses will ultimately be reimbursed from the bond proceeds.

- Design fees for an expanded Convention Center and Parking Garage.

In addition to a request for approval of these expenditures for Project costs, Appropriations Ordinance 19-03 includes a standing request of the Advisory Commission to make recommendations on future expenditures as needs arise. According to Indiana Code § 6-9-41-16(b), the Common Council, as legislative body of the City, “must request the [A]dvisory [C]ommission's recommendations concerning the expenditure of any food and beverage tax funds collected under this chapter... [and]... may not adopt any ordinance or resolution requiring the expenditure of food and beverage tax collected under this chapter without the approval, in writing, of a majority of the members of the [A]dvisory [C]ommission.” On January 16, 2019, the Common Council adopted a motion making such a request from the Food and Beverage Tax Advisory Commission in regard to the expenditures for the architects’ fees and expenses, and on April 3, 2019, the Council adopted a similar motion regarding expenditures for the bond counsel and financial adviser. Ordinance 19-03 includes a standing request of the Advisory Commission to make recommendations to the Common Council on future expenditures as needs arise.

The Food and Beverage Tax Advisory Commission’s recommendation on these proposed expenditures was made at their meeting on December 3, 2019 and is attached to this memo as Exhibit C.

City staff is happy to answer any questions you may have.

Exhibit C

From: Mayor John Hamilton
To: "Group of 20"
Date: November 25, 2019
Re: PROPOSAL re: Convention Center Expansion

After three meetings of the "group of 20" electeds, it appears we've made progress with several shared understandings:

- A 60,000 square foot expansion of our convention center is appropriate
- Financing through the Food & Beverage Tax allocated to the City appears sufficient to fund the estimated \$44 million expansion with a 20- or 25-year bond
- Financing for a \$15 million new garage appears sufficient from various City options
- Two possible governance options appear to be the creation of a Capital Improvement Board (CIB) or the establishment of a new nonprofit corporation (a 501c3 tax-exempt organization)

Two pending issues have delayed progress:

- Is the Site Plan recommended by the Steering Committee -- the "North" option with new expansion to north of and hotel designated east of the existing center -- acceptable to the Commissioners?
- How will the design and build process be governed, and subsequently how will the new expanded facility be governed?

Despite numerous conversations and efforts around these elements, they remain undecided. It does appear that resolving the governance question may allow the Site Plan decision to be made by a new entity.

At the meeting of November 21, the Commissioners stated that they would not proceed with the project without prior agreement on "equal representation of membership on the oversight board." The Mayor at that meeting affirmed support for a "full and equal partnership" but indicated the membership questions were not simple or obvious and required additional review.

In the interest of progress we propose a path forward, reflecting several realities:

- Two oversight boards will most significantly and directly control the design/build and operation of the new center (beyond the built-in independent authorities of each fiscal body and the Food & Beverage Tax Advisory Commission):
 - The existing Convention and Visitors Commission (CVC) allocates necessary annual operating funds sourced from the Innkeepers Tax, and
 - A new entity (CIB or 501c3) will oversee the design and building of the new center sourced with funds from the Food & Beverage Tax appropriated by the City, as well as using existing land and buildings owned by the County, the City and/or the Building Corporation (the entity will also presumably own and operate the expanded facility after construction)
- The City, by action of the Administration and the City Council, would transfer approximately \$59 million in cash funds to the new governing entity to design and build the new expanded facility and garage
- The County, the City and the Building Corporation would make available their respective properties for the project, as appropriate, to the new governing entity

Reflecting these and other realities, and acknowledging and embracing the request for equal membership, we propose the following:

1. We affirm the goal of equal membership for the two major governing bodies
2. In light of the major investment of new dollars for construction that will be appropriated by the City, the City membership should be the majority in the new entity (either CIB or 501c3) that will design and build the project
3. The County should have a commensurate majority on the CVC board overseeing funding of ongoing operations for the new facility

For example, the City would propose a 4-3 ratio, City majority, in a CIB/501c3 board, and a 3-2 ratio, County majority, for the CVC board. Or if the County would prefer, it could be a 5-2 ratio for City and 4-1 for County, respectively. Either would provide equal representation of overall membership on the two oversight bodies.

One noteworthy aspect is that Indiana law provides for annual County Council fiscal oversight for both the CVC and any CIB. That could pose challenges for a CIB, given the fiscal responsibility City officials would owe their constituents in connection with delivering nearly \$60 million for investment, and the symbiotic relationship between the expanded center and so much other downtown development that the City leads or steers. This may counsel the flexibility of a 501c3 to allow greater collaboration and appropriate accountability.

All these options would require interlocal agreements to implement them and assure their longevity and reliability.

And finally, we continue to believe that if we were to sit down and discuss actual persons to populate a new oversight board, we may find prompt and efficient agreement on that, as we discuss and determine together the best legal structure(s) going forward.

RESOLUTION 19-18

**TO APPROVE AND AUTHORIZE THE EXECUTION OF A
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, Don Owens Memorial Lodge 88, have negotiated and reached agreement on provisions for a collective bargaining agreement covering calendar years 2019, 2020, 2021, and 2022; and

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

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

The Common Council hereby approves and authorizes the execution of the Collective Bargaining Agreement between the City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88, 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 _____, 2019.

DAVE ROLLO, 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 _____, 2019.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2019.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This resolution approves and authorizes the execution of a four-year Collective Bargaining Agreement between the City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88.



MEMORANDUM

CITY OF BLOOMINGTON LEGAL DEPARTMENT

TO: Common Council
FROM: Philippa Guthrie, Corporation Counsel
RE: Collective Bargaining Agreement – Fraternal Order of Police
DATE: November 19, 2019

INTRODUCTION

During November 2019, the Fraternal Order of Police, Don Owens Memorial Lodge 88 (hereafter “FOP”) voted in favor of a new collective bargaining agreement negotiated between the administration and the FOP’s negotiating team. The new agreement represents a settlement of bargainable terms under Bloomington Municipal Code § 2.32. The Union and the administration are asking the Council to review and approve the contract.

BACKGROUND

For a year-and-a-half, the administration and the FOP’s bargaining teams worked together to reach terms on a collective bargaining agreement. Both sides worked diligently and bargained in good faith. The negotiations lasted a long time, but were nonetheless fair, amicable, and productive. In October of 2020, after a negotiating session and subsequent follow-up conversations, the parties prepared an agreement for the FOP’s members to consider. In November, the FOP voted in favor of the contract. The attached contract represents a four-year settlement of terms covering years 2019, 2020, 2021, and 2022. The administration recommends that the City Council approve the proposed collective bargaining agreement.

SUBSTANTIVE CHANGES

The agreement contains several changes that will have a direct fiscal impact on the City. Staff estimates the total cost of the agreement to be \$1,456,308 over four years. Significant substantive changes to the contract are described and enumerated below.

Percentage Salary Increases

The parties agreed to the following percentage salary increases during the term of the contract.

YEAR	PERCENTAGE INCREASE
2019*	2.00% *
2020	2.65%
2021	2.80%
2022	2.90%

Due to the lateness of the agreement between the parties, applying the 2.0% 2019 increase to 2019 creates administrative complications, particularly if it were to be applied retroactively. Therefore the contract specifies that salary increases will first apply on January 1, 2020, and none will be paid covering calendar year 2019. Instead, the parties have negotiated a one-time, \$1,000 bonus payment to be paid to members in the final December 2019 payroll cycle, taking the place of a 2019 salary increase. Note, however, that the 2.65% 2020 salary increase will be applied as though there had been a 2.0% increase in 2019.

Longevity

The proposed agreement increases longevity pay by 25%, from \$100 per year of service to \$125 per year of service. This change not only affects each member's salary, but also has an impact on members' pensions and the City's contribution to the state pension fund.

Specialty Pay

The contract increases pay for certain specialty assignments. The expiring contract contained two tiers of specialty pay:

Category 1 Specialties: \$500 per year
Category 2 Specialties: \$1,400 per year

The proposed agreement adds a middle category of specialty pay and increases the value of current category 2 specialties, which are now relabeled as category 3 specialties. The new scheme is as follows:

Category 1 Specialties: \$500 per year
Category 2 Specialties: \$1,000 per year
Category 3 Specialties: \$1,600 per year

Category 1 specialties are school liaison officer, training instructor, breath analyzer, K9 officer, bike patrol, motorcycle patrol, civil disturbance unit, accident reconstructionist, honor guard, drug recognition expert, and downtown resource officer.

Category 2 includes three specialties that were previously considered category 1 specialties—critical incident response team (CIRT) officer, hostage negotiator, and dive team member.

Category 3 covers the former category 2 specialties: detective and field training officer.

Shift Differential

Section XII(D) of the agreement governs shift differential pay. Previously, officers on afternoon shift received incentive pay in the amount of \$16 per week and officers on night shift received incentive pay in the amount of \$20 per week. In an effort to diversify the experience level of officers on afternoon shift, the proposed contract offers a \$50 per week incentive to officers who

have (1) achieved the rank of senior police officer and (2) selected afternoon shift as their first or second choice when bidding for shifts. Otherwise, shift differential pay is unchanged.

Contractual Overtime

The contract slightly increases contractual overtime pay, stepping officers' contractual overtime pay up from \$35 per hour to \$36 per hour.

Shift Transfers (Shift Bids)

The most complicated and perhaps most significant change to the contract is contained in Section VIII, titled Shift Transfers. BPD operates on three shifts: morning shift or first shift (5:30 AM to 2:00 PM); afternoon shift or second shift (1:30 PM to 10:00 PM); and night shift or third shift (9:30 PM to 6:00 AM). Of these shifts, afternoon shift experiences the highest call volume while morning shift experiences the lowest call volume.

In the expiring contract, members bid for their shifts each December and were assigned a particular shift based exclusively upon seniority. The consequence of the Department's seniority-only bidding system has been that the bulk of the most experienced officers ended up on morning shift and more of the least experienced officers on the busiest shift—afternoon shift. The new contract creates a new system for shift bids that attempts to address and correct the overconcentration of the Department's experienced officers on morning shift.

First, the new contract phases out shift bids. Only members hired before January 1, 2020 shall continue to submit shift bids. Members hired after January 1, 2020 shall instead submit shift "preferences" which are not afforded the same contractual protection as shift bids.

Second, the new contract reduces the number of biddable spots on each shift by 25%. Logistically, this will function as follows:

1. Consistent with current practice, BPD administration will set the staffing level for each shift.
2. After the staffing level for each shift is set, the total number of "biddable spots" on each shift will be determined by multiplying the number of officers assigned to each shift by 0.75.
3. Officers with shift bids will be able to bid for the 75% of spots that are available.
4. The remaining spots will be assigned by BPD administration. Each member's submitted shift bid or shift preference will be taken into account as a factor when the administration is filling the remaining spots. The need to have experienced officers on each shift and to co-mingle experienced and inexperienced officers (so that our younger officers may learn from our experienced officers) will also be taken into account.

The administration is optimistic that this creative solution will help to diversify the experience level of officers on morning shift and afternoon shift, and we appreciate the Union's willingness to work with us to this positive end.

Time Off for Union Business

The proposed agreement increases the amount of time off for union business from 125 aggregate hours per year to 150 aggregate hours per year.

Probationary Officer Leave

The expiring contract contained a provision dictating the amount of benefit leave available to probationary officers. However probationary officers are not covered by the collective bargaining agreement. The parties agreed to remove this unenforceable reference to probationary officers' leave. The Department's practice regarding the amount of and accumulation of leave for probationary officers will not change, but the reference to the benefit in the agreement has been eliminated.

Detective On-Call Clarification

The contract clarifies that members of the detective division shall be on call from 9:00 AM on Friday to 9:00 AM on the following Friday.

Sick Note Clarifications

The proposed agreement clarifies two items related to sick notes. First, the contract now authorizes members to submit sick notes to either their commanding officer or the on-duty supervisor. Second, the contract clarifies that conflicting medical determinations on light-duty status between physicians shall be resolved first by determining whether or not one of the physicians is a specialist in the applicable medical field. If this does not resolve the conflict, then the opinion of the City's physician shall control.

CONCLUSION

After many months of negotiations, the administration is satisfied that the terms of the new collective bargaining agreement are fair to all parties. FOP members have approved the new contract, and the administration recommends that the Common Council do the same.

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. Sixteen 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.

"Contractual overtime" means the thirty-six dollar per hour rate described in Section XII of 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 2019, 2020, 2021, and 2022, unless otherwise specified herein. The terms and conditions of this Agreement shall not be retroactive in any manner (the benefits and compensation provided by this Agreement shall not be retroactively applied to the start of calendar year 2019). 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 2019) 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 seven million, five-hundred thousand dollars (\$7,500,000.00) as County Option Income Tax

distribution as provided for and defined in Ind. Code § 6-3.5-6-1 *et seq.* entitled "County Option Income Tax."

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 twenty-eight (28) 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. Between December 1 and December 15 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.

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-eight (28) 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-six (26) 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. No accumulated Benefit Leave shall be carried over into the next calendar year.

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-eight (28) Benefit Leave days in 2019 works his or her last day on October 2, 2019. 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 twelve (12) Benefit Leave days not subject to pro-ration for 2019).
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 remains 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, 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.

In 2019, a one-time one-thousand dollar (\$1,000) bonus, which shall not be added to the members' base salaries, shall be paid to all members. This bonus shall be paid on the pay date immediately following December 15.

For 2019 , the base salary rate of all members subject to this Agreement shall increase by two percent (2.0%) and shall be as follows:

Officer 1st Class	\$53,974.00
Senior Police Officer	\$56,614.00

This 2019 increase shall not be retroactive and, due to the late nature of the parties' concluding negotiations, this 2019 increase shall not be applied to any 2019 pay cycles. However, each member's 2020 salary increase shall be calculated against the base salaries cited immediately above.

Effective January 1, 2020, the base salary rate of all members subject to this Agreement shall increase by two and sixty-five hundredths percent (2.65%) and shall be as follows:

Officer 1st Class	\$55,405
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Senior Police Officer	\$58,114
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Effective January 1, 2021, 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	\$56,956
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Senior Police Officer	\$59,742
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Effective January 1, 2022, the base salary rate of all members subject to this Agreement shall increase by two and nine-tenths percent (2.90%) and shall be as follows:

Officer 1st Class	\$58,608
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Senior Police Officer	\$61,474
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C. Overtime Pay

A. Members shall receive thirty-six dollars (\$36.00) per hour of contractual overtime when an officer is called in from off-duty at an established two (2) hours pay with no maximum limit. The minimum of two (2) hours contractual overtime 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, the contractual overtime pay shall be paid 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 at the contractual overtime rate of thirty-six dollars (\$36.00). In the event the member's subpoena-mandated appearance is cancelled, the member shall be compensated with two hours of pay at the contractual overtime rate of thirty-six dollars (\$36.00), unless the member received at least two (2) hours of advance notice of the cancellation.

C. The contractual overtime rate of thirty-six dollars (\$36.00) provided in this Section shall be paid in situations where the member does not reach the FLSA threshold during a work period. When a member reaches the FLSA threshold of one hundred and seventy-one (171) 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

Upon the date this Agreement is signed, a member shall receive longevity pay at the rate of \$125.00 per year of service.

I. Step Conversion Pay

Certain members hired prior to 1994 qualified for special compensation known as step conversion pay. A member that qualifies to receive such pay shall receive step conversion pay at the rate of \$100.00 per year. The qualifying number of years a member has earned shall remain constant until the member resigns, retires or otherwise permanently separates from the services of the Department.

J. Certified INPRS Salary

INPRS pay is based on the salary of an Officer First Class plus two thousand five hundred dollars (\$2,500.00). For the term of this Agreement, the certified INPRS salary shall be as follows:

- A. Effective January 1, 2019 = \$54,916
- B. Effective January 1, 2020 = \$57,905
- C. Effective January 1, 2021 = \$59,456
- D. Effective January 1, 2022 = \$61,108

K. 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).

L. 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 one thousand six hundred dollars (\$1,600.00) shall be provided by the City to each member. This allowance shall be paid in four (4) equal installments of four hundred dollars (\$400) on the pay date immediately preceding March 15, June 15, September 15 and December 15. If a member ceases to be employed by the Department on any of the dates specified in this subsection, he or she shall not be entitled to the quarterly payment associated with said date(s).

M. Benefit Leave Buy-Back Time

A. Throughout the term of this Agreement, a member may opt to sell Benefit Leave back to the City at a buy-back rate of two hundred dollars (\$200.00) per day.

B. A maximum of ten (10) Benefit Leave days per calendar year may be sold back by each member.

C. A member shall request his or her buy-back of Benefit Leave days no later than November 1st of each calendar year of this Agreement.

D. 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 in lieu of selling days back to the City.

N. 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. Unlike Benefit Leave, however, 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

Effective upon the date this Agreement is ratified by the Common Council in 2019, 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 member shall receive a statement explaining the reason for why the interrogation is being conducted at least twenty-four (24) hours in advance of any interrogation.

1. The statement shall set forth a concise statement of facts as alleged.
2. The statement shall include the date, time and location of the alleged occurrence.
3. If the statement is based off of a complaint filed by a citizen, and if the citizen is able, the statement shall contain a physical description of the accused.
4. The statement shall include all possible disciplinary action that may result if the allegations noted in the statement are sustained. To that end, the statement shall include the interrogators understanding of the maximum discipline being considered by the Department: length of any possible suspension; possibility for demotion; and/or possibility of termination.

B. If prior to, or at any time during, the interrogation it is determined that the member shall be or possibly could be charged with a criminal offense he or she shall immediately be advised of that possibility and shall be further advised of his or her rights under the Miranda ruling and also be provided a Garrity warning.

C. The interrogation shall occur in the Department's building and, when possible, occur during the member's regularly scheduled shift.

D. The member shall be entitled to the presence of no more than one (1) Union representative and no more than one (1) attorney during the interrogation. A member shall have

the option to waive Union representation and select an alternative representative; alternative representatives shall be limited to law enforcement officers employed by the City. In the event of unavailability of either the requested Union representative, attorney or alternative representative a delay of no more than twenty-four (24) hours shall be allowed. If the member requests the presence of an attorney, the person conducting the interrogations shall be permitted to have a City attorney present as well.

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

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

G. All interrogations shall be recorded by the City and a transcript shall be furnished to the member prior to any subsequent additional interrogations. If the member so desires, he or she shall have the right to bring his or her own recording device and record any and all aspects of the interrogation.

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

I. A representative or attorney who impedes or disrupts the interrogation shall receive two (2) warnings. Any further disruptions shall forfeit the position of representation for the interrogation. The member shall be entitled to choose another Union representative, attorney or alternate representative prior to his or her next interrogation session. Representatives are

meant to serve only as observers or advisors to the member; they are not to question those persons conducting the interrogation.

J. 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.

K. 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.

L. 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.

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

N. 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.

O. The interrogators shall forward a report to the Chief which shall contain their findings of the investigation and interrogation. The Chief shall furnish the member with a

written status report, or a disposition, within ten (10) business days of the first interrogation and every additional twenty (20) business days thereafter until the investigation is completed.

P. 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.

Q. 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 two (2) business days 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. The terms and conditions of this Section shall not be interpreted to require the City to conduct any interrogation 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.

W. 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 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 2022 in order to negotiate a collective bargaining agreement to take effect January 1, 2023. In the event that a new agreement is not reached before December 31, 2022, 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, 2022, unless otherwise specified in this Agreement.

John Hamilton, Mayor
City of Bloomington

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

Dave Rollo, President
Bloomington Common Council

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. Sixteen 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.

"Contractual overtime" means the thirty-~~six~~five dollar per hour rate described in Section XII of 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.

~~"PERF" means the Public Employees Retirement Fund. INPRS" means the Indiana Public Retirement System.~~

"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, ~~beginning on the date this Agreement is signed in 2015, and continuing through~~for calendar years ~~2019, 20169, 201720, 2021, and 201822,~~ unless otherwise specified herein. The terms and conditions of this Agreement shall not be retroactive in any manner (the benefits and compensation provided by this Agreement ~~shall begin being given to members on the date the Agreement is signed and~~ shall not be retroactively applied to the start of calendar year 201~~95~~). 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 201~~95~~) 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 seven million, five-hundred thousand dollars (\$7,500,000.00) as County Option Income Tax

distribution as provided for and defined in Ind. Code § 6-3.5-6-1 *et seq.* entitled "County Option Income Tax."

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 twenty-eight (28) 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. ~~the time the last regularly assigned detective goes off duty on Friday to the following Friday at 8:00 a.m.~~ In the alternative, detectives may choose to receive a compensatory day off in lieu of "on-call" overtime pay. 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. Between December 1 and December 15 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 ~~choice~~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.

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.
- ~~4. Probationary members shall be assigned to whatever shift the Chief~~
~~decides. If the probationary member's probation terminates prior to the~~

_____end of a calendar year, and the probationary member is not assigned to one
_____of the specialty assignments listed herein below, the next senior member
_____ (based off of the last available bid request) shall have the right to bump the
_____probationary member from his or her shift:

- _____a. _____Downtown resource officer;
- _____b. _____K9 officer; and/or
- _____c. _____Motorcycle patrol.

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.

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

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).

CB. 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.

DE. 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.

ED. 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.

FE. 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.

GE. For officers who submit shift bids, Sshift 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 with less than one (1) year of employment shall receive one (1) day of Benefit Leave for each full calendar month he or she works before the one (1) year anniversary date of his or her employment. Time spent at the Indiana Law Enforcement Academy shall not count as work for purposes of earning Benefit Leave.~~

21. A member who has completed one (1) year of employment shall receive twenty-eight (28) 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.

32. One additional day of Benefit Leave per year shall be added at the beginning of the calendar year of the five (5) through twenty-six (26) year anniversary dates of employment.

43. 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. No accumulated Benefit Leave shall be carried over into the next calendar year.

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-eight (28) Benefit Leave days in 201~~9~~⁵ works his or her last day on October 2, 201~~9~~⁵. The calculations 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 twelve (12) Benefit Leave days not subject to pro-ration for 201~~9~~5).

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 remains 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 the member's~~ 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 the member's~~ 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, 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 INPRSPERF 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.

~~Effective upon the date this Agreement is signed in 2015, the base salary rate of all members subject to this Agreement shall be as follows:~~

~~_____ Officer 1st Class _____ \$50,605.00~~

~~_____ Senior Police Officer _____ \$53,080.00.~~

~~_____ In 2015, a one-time one-thousand dollar (\$1,000) bonus, which shall not be added to the members' base salaries, shall be paid to all members. This bonus shall be paid on the pay date immediately following December 15. as follows:~~

~~_____ Officer 1st Class _____ \$506.00~~

~~_____ Senior Police Officer _____ \$531.00.~~

~~For 2019 Effective January 1, 2019~~6, the base salary rate of all members subject to this Agreement shall increase by two percent (2.0%) and shall be as follows:

Officer 1st Class ~~\$51,238.00~~53,974.00

Senior Police Officer ~~\$53,744.00~~56,614.00

This 2019 increase shall not be retroactive and, due to the late nature of the parties' concluding negotiations, this 2019 increase shall not be applied to any 2019 pay cycles. However, each member's 2020 salary increase shall be calculated against the base salaries cited immediately above.

Effective January 1, 2020~~17~~, the base salary rate of all members subject to this Agreement shall increase by two and sixty-five hundredths percent (2.65%) and shall be as follows:

Officer 1st Class ~~\$52,006.00~~55,405

Senior Police Officer ~~\$54,550.00~~58,114

Effective January 1, 2021~~18~~, 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	\$52,916.00 <u>56,956</u>
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Senior Police Officer	\$55,504.00 <u>59,742</u>
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Effective January 1, 2022, the base salary rate of all members subject to this Agreement shall increase by two and nine-tenths percent (2.90%) and shall be as follows:

<u>Officer 1st Class</u>	<u>\$58,608</u>
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<u>Senior Police Officer</u>	<u>\$61,474</u>
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C. Overtime Pay

A. Members shall receive thirty-~~six~~five dollars (\$~~36~~5.00) per hour of contractual overtime when an officer is called in from off-duty at an established two (2) hours pay with no maximum limit. The minimum of two (2) hours contractual overtime 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, the contractual overtime pay shall be paid 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 at the contractual overtime rate of thirty-~~six~~five dollars (\$~~36~~5.00). In the event the member's subpoena-mandated appearance is cancelled, the member shall be compensated with two hours of pay at the contractual overtime rate of thirty-~~six~~five dollars (\$~~36~~5.00), unless the member received at least two (2) hours of advance notice of the cancellation.

C. The contractual overtime rate of thirty-~~six~~^{five} dollars (\$3~~6~~⁵.00) provided in this Section shall be paid in situations where the member does not reach the FLSA threshold during a work period. When a member reaches the FLSA threshold of one hundred and seventy-one (171) 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,~~6~~400.00 for each Category ~~32~~ specialty he or she holds.

A. Category 1 specialties shall include the following:

1. School Liaison Officer;

2. Training Instructor;

~~3. CIRT Officer;~~

~~4. Hostage Negotiator;~~

~~35.~~ Breath Analyzer;

~~46.~~ K9 Officer;

~~57.~~ Bike Patrol;

~~8. Dive Team;~~

~~69.~~ Motorcycle Patrol;

- ~~740.~~ Civil Disturbance Unit;
- ~~844.~~ Accident Reconstructionist;
- ~~942.~~ Honor Guard;
- ~~1043.~~ Drug Recognition Expert (DRE); and/or
- ~~1411.~~ Downtown Resource Officer.

B. Category 2 specialties shall include the following:

- 1. CIRT Officer
- 2. Hostage Negotiator
- 3. Dive Team

~~BC.~~ Category ~~23~~ specialties shall include the following:

- 1. Detective; and/or
- 2. Field Training Officer.

~~CD.~~ A member may hold and be compensated for multiple specialties.

~~DE.~~ A member shall maintain and/or hold any required certifications or continuing education to receive compensation for a specialty.

~~EF.~~ 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

Upon the date this Agreement is signed, a member shall receive longevity pay at the rate of \$~~12500~~.00 per year of service.

I. Step Conversion Pay

Certain members hired prior to 1994 qualified for special compensation known as step conversion pay. A member that qualifies to receive such pay shall receive step conversion pay at the rate of \$100.00 per year. The qualifying number of years a member has earned shall remain constant until the member resigns, retires or otherwise permanently separates from the services of the Department.

J. Certified PERFINPRS Salary

PERFINPRS pay is based on the salary of an Officer First Class plus two thousand five hundred dollars (\$2,~~500~~.00). For the term of this Agreement, the certified PERFINPRS salary shall be as follows:

- A. Effective January 1, 201~~95~~ = \$~~52,605.00~~54,916
- B. Effective January 1, 20~~2016~~ = \$~~53,238.00~~57,905
- C. Effective January 1, 20~~2117~~ = \$~~54,006.00~~59,456
- D. Effective January 1, 20~~2218~~ = \$~~54,916.00~~61,108

K. 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).

L. 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 one thousand six hundred dollars (\$1,600.00) shall be provided by the City to each member ~~quarterly~~. This allowance shall be paid in four (4) equal installments of four hundred dollars (\$400) on the pay date immediately preceding March 15, June 15, September 15 and December 15. If a member ceases to be employed by the Department on any of the dates specified in this subsection, he or she shall not be entitled to the quarterly payment associated with said date(s).

M. Benefit Leave Buy-Back Time

A. Throughout the term of this Agreement, a member may opt to sell Benefit Leave back to the City at a buy-back rate of two hundred dollars (\$200.00) per day.

B. A maximum of ten (10) Benefit Leave days per calendar year may be sold back by each member.

C. A member shall request his or her buy-back of Benefit Leave days no later than November 1st of each calendar year of this Agreement.

D. 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 in lieu of selling days back to the City.

N. 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. Unlike Benefit Leave, however, 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

Effective upon the date this Agreement is ratified by the Common Council~~signed~~ in 201~~5~~9, 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 member shall receive a statement explaining the reason for why the interrogation is being conducted at least twenty-four (24) hours in advance of any interrogation.

1. The statement shall set forth a concise statement of facts as alleged.
2. The statement shall include the date, time and location of the alleged occurrence.
3. If the statement is based off of a complaint filed by a citizen, and if the citizen is able, the statement shall contain a physical description of the accused.
4. The statement shall include all possible disciplinary action that may result if the allegations noted in the statement are sustained. To that end, the statement shall include the interrogators understanding of the maximum discipline being considered by the Department: length of any possible suspension; possibility for demotion; and/or possibility of termination.

B. If prior to, or at any time during, the interrogation it is determined that the member shall be or possibly could be charged with a criminal offense he or she shall immediately be advised of that possibility and shall be further advised of his or her rights under the Miranda ruling and also be provided a Garrity warning.

C. The interrogation shall occur in the Department's building and, when possible, occur during the member's regularly scheduled shift.

D. The member shall be entitled to the presence of no more than one (1) Union representative and no more than one (1) attorney during the interrogation. A member shall have the option to waive Union representation and select an alternative representative; alternative representatives shall be limited to law enforcement officers employed by the City. In the event of unavailability of either the requested Union representative, attorney or alternative representative a delay of no more than twenty-four (24) hours shall be allowed. If the member requests the presence of an attorney, the person conducting the interrogations shall be permitted to have a City attorney present as well.

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

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

G. All interrogations shall be recorded by the City and a transcript shall be furnished to the member prior to any subsequent additional interrogations. If the member so desires, he or she shall have the right to bring his or her own recording device and record any and all aspects of the interrogation.

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

I. A representative or attorney who impedes or disrupts the interrogation shall receive two (2) warnings. Any further disruptions shall forfeit the position of representation for the interrogation. The member shall be entitled to choose another Union representative, attorney or alternate representative prior to his or her next interrogation session. Representatives are meant to serve only as observers or advisors to the member; they are not to question those persons conducting the interrogation.

J. 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.

K. 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.

L. 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.

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

N. 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.

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

P. 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.

Q. 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 two (2) business days 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. The terms and conditions of this Section shall not be interpreted to require the City to conduct any interrogation 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.

W. 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 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~~twenty-five (150~~25~~) 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.

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

~~FE.~~ 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~~twenty-five (1~~50~~25) 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 2022~~18~~ in order to negotiate a collective bargaining agreement to take effect January 1, 2023~~19~~. In the event that a new agreement is not reached before December 31, 2022~~18~~, 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 ~~signed in 2015~~ratified by the Common Council, through December 31, 2022~~18~~, unless otherwise specified in this Agreement.

John Hamilton, Mayor

Paul Post, President

City of Bloomington

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

Dave Rollo, President
Bloomington Common Council

ORDINANCE 19-27

**AMENDING ORDINANCE 18-17 WHICH FIXED THE SALARIES OF OFFICERS OF
THE POLICE AND FIRE DEPARTMENTS FOR
THE CITY OF BLOOMINGTON FOR 2019
- Re: Providing a One-time, \$1,000 Bonus for Officers First Class and Senior Police
Officers and Adding Fire Logistics Officer**

WHEREAS, as part of a new, four-year collective bargaining agreement with the City, the Fraternal Order of Police (FOP), Don Owens Memorial Lodge 88, negotiated a one-time, \$1,000 bonus payment to be paid to members during the final December 2019 payroll cycle, and takes the place of a salary increase in 2019; and

WHEREAS, as a result of changes in Ordinance 19-20, which fixed the salaries of officers in the Police and Fire departments, a logistics officer in the Fire Department was moved from that ordinance to this ordinance;

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

SECTION 1. Section IA of Ordinance 18-17 shall be amended by adding the following position and maximum salary to the Fire Department Administration Table:

FIRE DEPARTMENT ADMINISTRATION

<u>Job Title</u>	<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
Logistics Officer			\$61,573

SECTION 2. Section II of Ordinance 18-17 shall be amended by adding Section II E, which shall read as follows:

SECTION II E. One-time Bonus. All Senior Police Officers and Officers First Class who were employed during 2019 shall receive a \$1,000 bonus payment during the final December 2019 payroll cycle, which shall take the place of any salary increase in 2019.

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.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2019.

DAVE ROLLO, 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 _____, 2019.

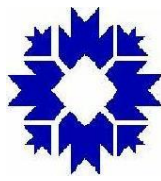
NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this ____ day of _____, 2019.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This ordinance amends Ordinance 18-17, which fixed the salaries of officers in the Police and Fire Departments for the year 2019. These changes add a Logistics Officer to the Fire Department Administration Table and provide a one-time, bonus payment to all Senior Police Officers and Officers First Class who were employed during 2019.



City of Bloomington
Human Resources Department

MEMORANDUM

To: City Council members

From: Caroline Shaw, Human Resources Director

CC: Mayor John Hamilton, Deputy Mayor Renneisen, Jeff Underwood, and Dan Sherman

Date: November 20, 2019

Re: 2019 Salary Ordinance 19-27 amending Ordinance 18-17 to Fix the Salaries of Officers of the Police and Fire Departments

Attached for your review and approval is Ordinance 19-27 which amends Ordinance 18-17 which set the 2019 salaries for officers of the Police and Fire Departments.

In November of 2019, the Fraternal Order of Police (FOP), Don Owens Memorial Lodge 88, approved a new four year (2019 – 2022), collective bargaining agreement. To cover the 2019 increase, it has been agreed that a one-time, \$1,000 bonus payment will be paid to FOP members during the last payroll cycle of 2019.

Additionally, the Fire Department's Logistic Officer position is added to the Fire Department Administration Table and the maximum salary is set at \$61,573. This is consistent with the change that was made for the 2020 Public Safety Ordinance.

Your approval of Ordinance 19-27 is requested. Please feel free to contact me if you have any questions at 349-3578.

Thank you!

ORDINANCE 19-28

TO AMEND TITLE 2 OF THE BLOOMINGTON MUNICIPAL CODE ENTITLED “ADMINISTRATION AND PERSONNEL”

- Re: Amending Chapter 2.28 (Bloomington Living Wage Ordinance) to Remove Exclusion for City Seasonal Employees

- WHEREAS, in 2005, the City Council and Mayor amended the Bloomington Municipal Code with the adoption of Ordinance 05-08, which added Chapter 2.28 (Bloomington Living Wage Ordinance) and went into effect on January 1, 2006; and
- WHEREAS, according to BMC 2.28.010, “the purpose of the Bloomington Living Wage Ordinance is to ensure that the city, city service contractors and subcontractors, and beneficiaries of a city grant, tax abatement or other forms of subsidy or assistance pay a wage sufficient for a working family to meet basic needs in housing, child care, food, clothing, household items, transportation, health care, and taxes”; and
- WHEREAS, the ordinance requires the City of Bloomington and all other “covered employers” to pay a living wage to all “covered employees”; and
- WHEREAS, under the ordinance, a “covered employee” means “a person who is employed in a part-time, share time, temporary, or full time status’ based upon some further conditions; and
- WHEREAS, one of those conditions applied to the City of Bloomington and “except[ed] the seasonal employees in the parks and recreation department whose accumulated compensated hours in a calendar year is less than 0.75 FTE (and whose primary location of work is not within the main offices of [that departments divisions];” and
- WHEREAS, over the last few years, at the urging of the Common Council and at a cost as of 2020 of about \$800,000, the City of Bloomington now pays those employees a Living Wage;
- WHEREAS, in 2006, the amount of the Living Wage was \$10.00 (with up to 15% provided in the form of health of insurance available to the covered employee), and with an annual inflation factor and the passage of time, in 2020, the Living Wage will be \$13.21 (with up to 15% provided in the form of health insurance available to the covered employee); and
- WHEREAS, the City of Bloomington wishes to codify this expansion of coverage;

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

SECTION 1. Chapter 2.28 entitled “Bloomington Living Wage Ordinance” shall be amended in regard to Section 2.28.010 (Definitions). In particular, the text of the definition for “Covered employee” shall be amended so that the text of the definition up to part (a) (1) shall read as follows (with the deleted portion indicated in red font with strikeouts):

"Covered employee" means a person who is employed in a part-time, seasonal, share time, temporary, or full-time status who meets the following conditions:

(a) The person is employed by:

(1) The city of Bloomington, ~~except the seasonal employees in the parks and recreation department whose accumulated compensated hours in a calendar year is less than 0.75 FTE (and whose primary location of work is not within the main offices of those departments);~~

SECTION 2. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2019.

DAVE ROLLO, 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 _____, 2019.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2019.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This ordinance is sponsored by Cms. Granger and Piedmont-Smith. It amends Chapter 2.28 of the Bloomington Municipal Code (BMC), entitled “Bloomington Living Wage Ordinance,” to broaden the class of employees of the City of Bloomington who receive a Living Wage by removing the exclusion for certain seasonal employees in the Parks and Recreation department.

ORDINANCE 19-28

**TO AMEND TITLE 2 OF THE BLOOMINGTON MUNICIPAL CODE
ENTITLED “ADMINISTRATION AND PERSONNEL”**

- Re: Amending Chapter 2.28 (Bloomington Living Wage Ordinance)
to Remove Exclusion for City Seasonal Employees**

Please see the Packet Summary for an Overview of this Ordinance.

ORDINANCE 19-25

**TO AMEND TITLE 8 OF THE BLOOMINGTON MUNICIPAL
CODE, ENTITLED “HISTORIC PRESERVATION AND
PROTECTION”
TO ESTABLISH A HISTORIC DISTRICT –
Re: The Near West Side Conservation District
(Near West Side Historic Designation Committee, Petitioner)**

*Please see the Packet from [30 October 2019](#)
for an Overview of this Ordinance.*

*** Amendment Form ***

Ordinance #: 19-25

Amendment #: 01

Submitted By: Councilmember on behalf of Housing and Neighborhood Development Staff

Date: November 2019

Proposed Amendment:

1. Ordinance 19-25 shall be amended by modifying SECTION 1 such that those provisions shall read as follows:

SECTION 1. The map, as clarified by an addendum, setting forth the proposed conservation district for the site is hereby approved by the Common Council, and the Near West Side Conservation District is hereby established. A copy of the map with the addendum and a report as submitted by the Commission are attached to this ordinance and incorporated herein by reference and two copies of them are on file in the Office of the Clerk for public inspection.

The Near West Side Conservation District shall consist of the following addresses (325 324):

West Kirkwood Ave: 504, 508, 520, 600, 608, 612, 620, 702, 706, 714, 718, 720, 722, 726, 804, 808, 812, 816, 820, 822, 826, 830, 834, 900, 914, 916, 920, 924, 928, 930, 934, 1000, 1004, 1008, 1012, 1016, 1020, 1022, 1026, 1028, 1030, 1100, 1112, 1114, 1116, 1120, 1124, 1130, 1200, 1208, 1208 ½, 1212, 1218, 1222, 1226, 1230;

West 6th Street: 502, 508, 514, 515, 520, 521, 600, 601, 609, ~~601~~, 61520, 621, 622, 626, 702, 703, 706, 709, 712, 713, 718, 721, 722, 726, 727, 800, 803, 807, 808, 811, 814, 817, 818, 822, 823, 826, 827, 830, 831, 836, 837, 900, 903, 905, 906, 911, 912, 916, 917, 920, 923, 924, 927, 930, 931, 934, 935, 1001, 1002, 1004, 1005, 1009, 1012, 1013, 1016, 1017, 1020, 1021, 1025, 1026, 1029, 1030, 1031, 1035, 1036, 1100, 1101, 1105, 1107, 1110, 1114, 1115, 1119, 1122, 1124, 1125, 1127, 1128, 1130, 1131, 1200, 1201, 1203, 1206, 1211, 1217, 1218, 1220, 1221, 1224, 1225;

West 7th Street: 500, 513, 523, 703, 707, 713, 720, 801, 802, 804, 809, 810, 813, 814, 817, 822, 823, 826, 827, 828, 830, 831, 835, 901, 902, 904, 907, 910, 914, 914 ½, 915, 922, 922 ½, 925, 930, 931, 1000, 1001, 1004, 1005, 1010, 1011, 1014, 1017, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1101, 1102, 1105, ~~1107~~, 1119,

1123, 1125, 1127, 1201, 1203, 1205, 1207, 1208, 1223, 1230, 1231;

West 8th Street: 520, 602, 608, 614, 620, 624, 710, 712, 714, 715, 722, 723, 802, 807, 811, 812, 817, 823, 824, 825, 900, 901, 907, 908, 914, 915, 919, 922, 1000, 1001, 1007, 1008, 1014, 1022, 1101, 1105, 1108, 1109, 1113, 1114, 1119, 1120, 1131, 1201, 1205, 1208, 1210;

West 9th Street: 609, 615, 619, 703, 709, 711, 723, 801, 809, 815, 821, 901, 909, 915, 921, 1009, 1003, 1017, 1021;

North Rogers Street: 111, ~~115~~, 207, 215, 221;

North Jackson Street: 116, 117, 118, 419, 421;

North Fairview Street: 117, 309, 404, 412, 434;

North Maple Street: 109, 110, 112, 206, 209, 210, 212, 319, 321, 418;

North Waldron Street: 112, 215;

North Elm Street: 111, 206, 210, 217;

North Pine Street: 215, 217;

North Oak Street: 405, 415, 420;

North Adams Street: 220.

Narrative Description of Boundary: the district is roughly bounded: on the **north** by the southern branch of the Indiana Railroad right-of-way and the northern edge of Rev. Ernest D. Butler Park; on the **east** beginning at the northeast point of Rev. Ernest D. Butler Park and proceeding south along that boundary to W. 10th Street, then east along the south side of W. 10th Street to N. Fairview Street, then south along the west side of N. Fairview Street to the intersection with W. 9th Street, then east along the south side of W. 9th Street to the corner of N. Jackson Street, then south along the west side of N. Jackson Street to the northern property lines behind the two properties on the north side of W. 8th Street (between N. Jackson Street and N. Rogers Street), then south between those parcels and parcels on the south side of W. 8th Street, then east to N. Rogers Street, then south along the west side of N. Rogers Street to the northwest corner of W. Kirkwood Avenue; on the **south** by West Kirkwood Avenue; and on the **west**, by North Adams Street.

2. Ordinance 19-25 shall be amended by modifying SECTION 2 such that those provisions shall read as follows:

SECTION 2. The properties within the Near West Side Conservation District shall be classified as indicated below:

The following properties are classified as Outstanding (3):

West Kirkwood Avenue: 608.

West 7th Street: 930.

West 8th Street: 715.

The following properties are classified as Notable (14):

West Kirkwood Avenue: 706.

West 6th Street: 502, 615, 621, 727, 917, 935, 1101, 1115, 1119, 1131, 1201.

West 7th Street: 904.

North Rogers Street: 221.

The following properties are classified as Contributing ([248219](#)):

West Kirkwood Avenue: 504, 508, 520, 702, 714, 718, 720, 722, 726, 804, 812, 816, 820, 822, 826, 830, 834, 900, 916, 920, 924, 1004, 1008, 1012, 1020, 1022, 1026, 1030, 1100, 1112, 1114, 1116, 1124, 1200, 1208, 1212, 1218.

West 6th Street: 508, 514, 515, 520, 521, 600, 601, 609, 622, 626, 702, 703, 706, 709, 713, 722, 726, 800, 807, 808, 811, 814, 817, 818, 822, 823, 831, 836, 837, 900, 903, 906, 911, 912, 916, 920, 923, 924, 927, 930, 931, 934, 1001, 1002, 1004, 1005, 1009, 1012, 1013, 1016, 1021, 1025, 1026, 1029, 1030, 1035, 1036, 1100, 1102, 1105, 1107, 1110, 1114, 1122, 1124, 1125, 1127, 1128, 1130, 1206, 1211, 1217, 1218, 1220, 1221, 1224.

West 7th Street: 513, 523, 703, 707, 713, 720, 801, 802, 804, 809, 810, 813, 814, 817, 822, 823, 826, 827, 828, 830, 831, 835, 901, 902, 907, 914, 915, 922, 925, 1000, 1001, 1004, 1005, 1011, 1017, 1019, 1020, 1021, 1023, 1025, 1026, 1101, 1119, 1123, 1125, 1201, 1203, 1205, 1207, 1223.

West 8th Street: 520, 602, 608, 614, 710, 712, 714, 722, 723, 802, 807, 812, 823, 824, 915, 1007, 1022, 1101, 1109, 1120, 1131, 1201, 1205.

West 9th Street: 615, 709, 711, 723, 801, 809, 815, 821, 909, 1009, 1017.

North Rogers Street: 215.

North Jackson Street: 116, 118, 419, 421.

North Fairview Street: 117, 309.

North Maple Street: [110, 112](#), 206, 209, 210, 212, 319, 321, 418.

North Elm Street: 111, 210.

North Pine Street: 215, 217.

North Adams Street: 220.

[North Waldron Street:](#) [112](#).

The following properties are classified as Non-Contributing (~~8990~~):

West Kirkwood Avenue: 600, 612, 620, 808, 914, 928, 930, 934, 1000, 1016, 1028, 1120, 1130, 1208 ½, 1222, 1226, 1230.

West 6th Street: 712, 718, 721, 803, 826, 827, 830, 905, 1017, 1020, 1031, 1200, 1203, 1225.

West 7th Street: 500, 910, 914 ½, 922 ½, 931, 1010, 1014, 1022, 1024, 1105, ~~1107~~, 1127, 1208, 1230, 1231.

West 8th Street: 620, 624, 811, 817, 825, 900, 901, 907, 908, 914, 919, 922, 1000, 1001, 1008, 1014, 1105, 1108, 1113, 1114, 1119, 1208, 1210.

West 9th Street: 609, 619, 703, 901, 915, 921, 1003, 1021.

North Rogers Street: 111, ~~115~~, 207.

North Jackson Street: 117.

North Fairview Street: 404, 412, 434.

North Maple Street: 109.

North Elm Street: 206, 217.

North Oak Street: 405, 415, 420.

North Waldron Street: 215.

3. Ordinance 19-25 shall be amended by including an Addendum to the map such that those provisions shall read as follows:

ORDINANCE 19-25
TO AMEND TITLE 8 OF THE BLOOMINGTON MUNICIPAL CODE, ENTITLED
“HISTORIC PRESERVATION AND PROTECTION”
TO ESTABLISH A HISTORIC DISTRICT –
Re: The Near West Side Conservation District
(Near West Side Historic Designation Committee, Petitioner)

Addendum to Map of Near West Side Conservation District

Clarifications:

- Blue triangles: Denoting a vacant lot. The color blue indicates a “non-contributing” rating.
- Light-blue dashes lines: Paved surface lots.
- Blue building-outline without address number: Indicates accessory structures like garage, shed, or ADU. The color blue indicates a “non-contributing” rating. (Likely because the structure is not constructed in the same era as the construction of the primary structure on the lot).
- Short grey dashed lines: Unpaved alleyways.
- 115 North Rogers: There should be a blue building outline denoting a “non-contributing” structure at this location. The structure unidentified on the map shares the 111 North Rogers address with the building directly to the south. Both buildings are part of the Salvation Army complex.

Synopsis

This amendment is requested by staff and is in need of a sponsor. Changes include reconciling properties in Section 1 with Section 2 and providing an Addendum clarifying parts of the map.

(26 November, 2019)

ORDINANCE 19-23

**TO AMEND A PLANNED UNIT DEVELOPMENT (PUD)
DISTRICT ORDINANCE AND APPROVE A
PRELIMINARY PLAN - Re: 1201 W. Allen Street
(Hilltop Meadow, LLC, Petitioner)**

*Please see the Packet from [30 October 2019](#)
for an Overview of this Ordinance.*

**OFFICE OF THE CITY CLERK
BLOOMINGTON, INDIANA**

**MEMORANDUM / REPORT
LAND USE COMMITTEE ACTION**

Date: 06 November 2019
Meeting called to order: 8:40 pm
Council Chambers

Committee Members present: Steve Volan, Isabel Piedmont-Smith, Chris Sturbaum
Members absent: Allison Chopra
Staff present: Dan Sherman

As duly authorized, I hereby certify that the Land Use Committee of the Bloomington Common Council met in the Council Chambers on the date noted to review:

Ordinance 19-23 To Amend a Planned Unit Development (PUD) District Ordinance and Approve a Preliminary Plan – Re: 1201 W. Allen Street (Hilltop Meadow, LLC, Petitioner)

Recommendations: 3-0 positive recommendation

Meeting adjourned: 9:45 pm

Land Use Committee Members:

Allison Chopra

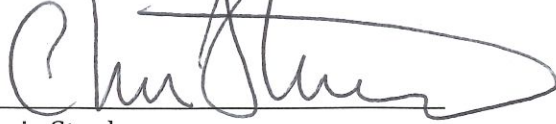
Date



Isabel Piedmont-Smith

11/6/19


Date



Chris Sturbaum

11/6/19

Date




Steve Volan (Chair)

11/6/19

Date

ATTEST:



Nicole Bolden, CLERK
Office of the City Clerk

11/6/19

Date

***** Reasonable Conditions Form *****

Ordinance #: 19-23

Reasonable Condition #: 01

Submitted By: Cm. Piedmont-Smith, District V

Date: 19 November 2019

Proposed Reasonable Condition:

1. The deviation from the RH development standards proposed for this Planned Unit Development (PUD) shall be revised in the following manner: The maximum impervious surface for this development shall be reduced from 65% to 57%.

Synopsis

This Reasonable Condition is sponsored by Cm. Piedmont-Smith and would reduce the maximum impervious surface area for the development of this site from 65% to 57%. The petitioner is proposing to use RH development standards for this Planned Unit Development and is seeking deviation from the RH district's maximum impervious surface coverage from 50% to 65%. This change to 57% actually reflects plans submitted by the petitioner.

11/06/19 Committee Action: None

12/04/19 Regular Session Action: Pending

(19 November 2019)

Ordinance 19-20

**An Ordinance Fixing the Salaries of Officers of the
Police and Fire Departments for the City of
Bloomington, Indiana, for the Year 2020**

(Amendment by Substitution)

ORDINANCE 19-20

**AN ORDINANCE FIXING THE SALARIES OF OFFICERS OF THE POLICE AND
FIRE DEPARTMENTS FOR THE CITY OF BLOOMINGTON, INDIANA,
FOR THE YEAR 2020
(Amendment by Substitution)**

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, 2020, pursuant to Indiana Code § 36-8-3-3 (d), the salary and pay schedule for the officers of the Fire Department of the City of Bloomington, Indiana, shall be fixed as follows, to wit:

FIRE DEPARTMENT ADMINISTRATION

<u>Job Title</u>	<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
Chief*	12	\$72,566	\$130,619
Deputy Chief			\$76,799
Battalion Chief of Training			\$71,485
Battalion Chief of Operations (3)			\$71,485
Fire Prevention Officer			\$61,573
Fire Inspection Officer			\$61,573
Fire Logistics Officer			\$61,573
Probationary Officer			\$48,477

FIRE DEPARTMENT EMPLOYEES

Captain	\$60,521
Chauffeur	\$56,222
Firefighter 1 st Class	\$54,084

* Salaries shown are the minimum and maximum for the job grade.

In addition to the salary and pay schedule listed above, the City also shall contribute four percent (4.0%) of the salary of a fully paid Firefighter 1st Class with twenty years of longevity (equal to an additional \$3,750) to the Public Employees Retirement Fund on behalf of each firefighter under the authority of I.C. §§ 36-8-7-8 and 36-8-8-8.

SECTION I B. Additional pay for all job positions except Fire Department Administration.

Effective January 1, 2020, increases to the base salary described above on the basis of longevity, professional assignment, certification, and education shall be paid as reflected below. The maximum annual total for longevity, professional assignment, certification and education pay under Section I B. is \$4,800.00.

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>	<u>Years of Service</u>	<u>Amount</u>	<u>Years of Service</u>	<u>Amount</u>	<u>Years of Service</u>	<u>Amount</u>
1	\$0	6	\$1,400	11	\$1,400	16	\$1,700
2	\$800	7	\$1,400	12	\$1,400	17	\$1,700
3	\$800	8	\$1,400	13	\$1,400	18	\$1,900
4	\$1,100	9	\$1,400	14	\$1,700	19	\$1,900
5	\$1,100	10	\$1,400	15	\$1,700	20+	\$3,750

Certification:

Firefighters who hold the following current certifications shall be eligible for additional compensation in accordance with the table set forth below:

- (1) Airport Firefighter

(3) Confined Space Rescue Technician

(5) Driver/Operator Mobile Water Supply

(7) Fire Inspector I

(9) Fire Instructor I

(11) Fire Investigator

(13) Fire Officer II

(15) Fire Officer IV

(17) Fire Prevention/Inspection

(19) Fire/Arson Investigation

(21) Rope Rescue Technician

(23) Structural Collapse Rescue Technician

(25) Swift Water Rescue Technician

(27) Vehicle and Machinery Rescue Technician

(29) Wildland Fire Suppression
- (2) Automobile Extrication Technician

(4) Driver/Operator Aerial

(6) Driver/Operator Pumper

(8) Fire Inspector II

(10) Fire Instructor II/III

(12) Fire Officer I

(14) Fire Officer III

(16) Fire Officer Strategy and Tactics*

(18) Fire Service Management

(20) HAZMAT Technician

(22) Safety Officer*

(24) Surface Ice Rescue Technician

(26) Trench Rescue Technician*

(28) Wilderness Rescue Technician

<u>Number of Certifications</u>	<u>Amount per Certification</u>
1	\$300
2	\$400
3	\$500
4	\$600
5	\$700
6	\$800
7	\$900
8	\$1,000

*The names of these certifications have changed over the years. Firefighters shall be eligible for compensation for equivalent certifications with different names (i.e. Master Strategy and Tactics, Incident Safety Officer, and Trench Technician), but only for either the new or the old certification where the names have changed.

Maximum of eight (8) certificates or one thousand dollars (\$1,000.00) 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:

Senior Headquarters Captain	\$	1,400
Rescue Technician	\$	1,200
Headquarters Captain	\$	900
Headquarters Sergeant	\$	900
Engineer	\$	900
Shift Training Instructor	\$	800
Shift Investigator	\$	600
Air Mask Technician	\$	600
Station Captain	\$	500
Sergeant	\$	500

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. No maximum.
Holiday Pay**	\$100 per day
Clothing Allotment	\$450
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 60 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 Fire Prevention Officers and Fire Inspection Officers.

SECTION I C. Salary Increase for Chief

Effective January 1, 2020, subject to the maximum salaries set by this ordinance; an increase may be included in the Chief's base salary based on the compensation plan for non-union employees.

SECTION I D. Longevity Recognition Pay

Any sworn fire personnel with the City of Bloomington who has completed upon their anniversary date said years of service as outlined below, shall receive the below compensation. This compensation is in addition to their regular pay as outlined in this ordinance.

Five (5) years	\$25.00
Ten (10) years	\$50.00
Fifteen (15) years	\$75.00
Twenty (20) years	\$100.00
Twenty-five (25) years	\$150.00
Thirty (30) years	\$200.00
Thirty-five (35) years	\$250.00
Forty (40) years	\$300.00
Forty-five (45) years	\$350.00
Fifty (50) years	\$400.00

SECTION II A. From and after January 1, 2020, 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:

POLICE DEPARTMENT

<u>Job Title</u>	<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
Chief*	12	\$72,566	\$130,619

<u>Job Title</u>	<u>Base Salary</u>
Deputy Chief	\$73,295
Captain	\$70,337
Lieutenant	\$68,516
Supervisory Sergeant	\$66,690
Senior Police Officer	\$58,114
Officer First Class	\$55,405
Probationary Officer First Class	\$48,578

* Salaries shown are the minimum and maximum for the job grade.

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 Officer First Class with twenty years of longevity (equal to an additional \$2,000) to the Public Employees Retirement Fund on behalf of each police officer under the authority of I.C. §§ 36-8-6-4 and 36-8-8-8.

SECTION II B. Additional pay for all job positions except Chief.

Effective January 1, 2020, 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:

Every year of employment equals \$125 pay.
Credit for years of service is added after completion of each calendar year of employment.

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 two 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:

Contractual Overtime Pay	\$36.00/hour with a two hour minimum
Clothing Allotment	\$1,600

Shift Pay Differential:

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. Salary Increases for Non-Union Employees

Effective January 1, 2020, subject to the maximum salaries set by this ordinance; an increase may be included in the Chief’s base salary based on the compensation plan for non-union employees.

SECTION II D. Longevity Recognition Pay

Any sworn police personnel with the City of Bloomington who has completed upon their anniversary date said years of service as outlined below, shall receive the below compensation. This compensation is in addition to their regular pay as outlined in this ordinance.

Five (5) years	\$25.00
Ten (10) years	\$50.00
Fifteen (15) years	\$75.00
Twenty (20) years	\$100.00
Twenty-five (25) years	\$150.00
Thirty (30) years	\$200.00
Thirty-five (35) years	\$250.00
Forty (40) years	\$300.00
Forty-five (45) years	\$350.00
Fifty (50) years	\$400.00

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

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 _____, 2019.

DAVE ROLLO, 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 _____, 2019.

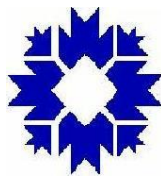
NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2019.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This ordinance sets the maximum salary rates for all sworn fire and police personnel for the year 2020 in accordance with Council-approved collective bargaining agreements.



City of Bloomington
Human Resources Department

MEMORANDUM

To: City Council members

From: Caroline Shaw, Human Resources Director

CC: Mayor John Hamilton, Deputy Mayor Renneisen, Jeff Underwood, and Dan Sherman

Date: November 20, 2019

Re: Updated version of Salary Ordinance 19-20 to Fix the 2020 Salaries of Officers of the Police and Fire Departments

Attached for your review and approval is Ordinance 19-20 which replaces the previously presented ordinance of the same title that was tabled for a vote by City Council in September. This ordinance updates 2020 salaries for officers of the Police and Fire Departments in accordance with the recently agreed upon collective bargaining agreement between the City and the Fraternal Order of Police (FOP), Don Owens Memorial Lodge 88.

Provisions of that agreement necessitate the following updates to Section II of Ordinance 19-20:

The salaries of Officer First Class and Senior Police Officers will increase to the amounts shown, which represent a 2.0% increase for 2019, and a 2.65% increase for 2020.

Longevity pay has been increased by 25%, from \$100 per year of service to \$125 per year of service.

Specialty pay has been re-organized into three categories, instead of two. Officers now have the opportunity to earn an additional \$500, \$1,000, or \$1,600 annually, per specialty. Previously, they could earn an additional \$500 or \$1,400 per specialty.

Senior Police Officers who choose the afternoon shift as their first or second choice when bidding for shifts and work that shift will now earn an extra \$50 per week.

Finally, the contractual overtime rate increased from \$35 per hour to \$36 per hour.

Your approval of Ordinance 19-20 is requested. Please feel free to contact me if you have any questions at 349-3578.

Thank you!