



**City of Bloomington  
Board of Public Safety**

**AGENDA  
BOARD OF PUBLIC SAFETY  
REGULAR MEETING  
TUESDAY, AUGUST 21, 2018  
AT 5:30 P.M.  
BLOOMINGTON CITY HALL  
401 N MORTON STREET  
BLOOMINGTON, IN 47404  
MCCLOSKEY CONFERENCE ROOM**

1. CALL TO ORDER
2. APPROVAL OF MINUTES
  - a. July 17, 2018
  - b. July 14, 2018 Special Meeting
3. McKnight Discipline Procedure
  - a. Certification of Executive Session
  - b. Findings of Facts
4. CIRT Deployment Report
5. POLICE DEPARTMENT BUSINESS
  - a. Report on Monthly Statistics and Training Update; Letters Of Appreciation and Commendation
  - b. General Business
  - c. Purchases: Expenditures/Procurements
  - d. Personnel Issues
  - e. Rule and Regulation Update
  - f. Police Department Hiring – Role of the Board
6. FIRE DEPARTMENT BUSINESS
  - a. Report on Monthly Statistics and Training Update; Letters Of Appreciation and Commendation
  - b. General Business
  - c. Purchases: Expenditures/Procurements
  - d. Personnel Issues
7. BOARD BUSINESS
  - a. Review of BPS Payroll
8. OTHER BUSINESS
  - a. Biased Reporting Law
9. PUBLIC COMMENT
10. ADJOURNMENT

## **BLOOMINGTON BOARD OF PUBLIC SAFETY**

The Bloomington Board of Public Safety held its regular monthly meeting on **Tuesday, July 17, 2018, at 5:00 p.m.**, in the City of Bloomington City Hall McCloskey Conference Room located at 401 N. Morton Street, Bloomington, Indiana.

### **CALL TO ORDER**

Chairperson Susan Yoon called the meeting to order. Board members present were Luis Fuentes-Rohwer, Martin McCrory and Maqubé Reese. Others attending are listed on the attached sheet.

### **APPROVAL OF MINUTES**

There were only three Board Members present at the June meeting and Kim Gray was one of them and she is not in attendance today so the signing of the minutes for the June meeting will be put off until the next meeting.

### **POLICE DEPARTMENT BUSINESS**

#### **Training and Incident Reports and Statistics; Letters of Appreciation and Commendation**

Deputy Chief Joe Qualters reported on the monthly statistics, training and letters of appreciation and commendation.

For Community Engagement, BPD (Bloomington Police Department) participated in 10 events. Approximately 38 hours of Officers time was invested. All of the events utilized 18 Officers total. National Night Out hosted by Bloomington Housing Authority in the Crestmont Area, The Parks & Recreation Department "Touch A Truck" was in conjunction with The Farmer's Market. Tomorrow evening is "Coffee with a Cop" which will be held at the Pourhouse Café on Kirkwood from 6:00 pm – 7:30 pm and all are invited. If you get the opportunity, check out Facebook. BPD posted a very good advertisement for that event! There will be a Citizen Cookout at 3<sup>rd</sup> Street Park and another "Touch A Truck" event on July 28<sup>th</sup>.

Board Members asked questions regarding statistics. After all questions were answered, the Letters of Appreciation and Commendation were presented.

#### **General Business**

Captain Steve Kelams informed the Board that next week is when the Teen Academy begins. It will be held Monday – Friday from 8:00 am – 5:00 pm. It is designed to introduce teens into the Police Department through demonstrations, and active building leadership and teamwork as well as getting to know and working with Officers. This is the program's fourth year and this is the first year maximum capacity of 60 teens ages 13 – 17 has been reached. The cost for the participants is \$25.00 however, there are scholarships that are available. Basically, anyone who can't pay, will have the opportunity to participate. The \$25 helps offset the cost of: T-shirts, water bottles, and backpacks. Community

donations help provide the food. 10 Officers will be helping with the Teen Academy the whole week. Captain Oldham passed out a work sheet of the initial training that was done when he went to retrieve the Bearcat. It describes what initial training was provided. He and Lieutenant Williams who is in charge of the CIRT (Critical Investigative Response Team) Team were trained. That information will also be passed down to all of the CIRT Team Members.

#### Purchases: Expenditures/Procurements

There is a P.E. (Parking Enforcement) contract that was sent to City Attorney Michael Rouker related to the T2 P.E. System. T2 is the Computer Program that tells how the parking meters are read. It's approximately \$59K. If it's not on this claim, it will be on one of the claims in the near future.

#### Personnel Issues

There is one employee off on extended leave from a duty related injury and one employee released from light duty from a duty related injury. Kelams informed the Board that as of today there are six openings. It is anticipated that one of those openings will be filled on August 13<sup>th</sup>. There is an ongoing process where there are four applicants that are currently in the "Truth Verification" stage of the hiring process. If they continue on, then there will be about another month of physical and psychological evaluations. The anticipated hire month for this group would be September. They then would go to the Indiana Law Enforcement Academy. During the "ongoing hiring process" on Thursday morning, four new applicants who all have prior law enforcement certifications will be tested. On the 30<sup>th</sup> of this month, four more new applicants will be tested.

### **FIRE DEPARTMENT BUSINESS**

#### Training and Incident Reports and Statistics; Letters of Appreciation and Commendation

Deputy Chief Jayme Washel reported on the monthly statistics and letters of appreciation and commendation. During the report, the Board Members asked questions regarding the statistics. Battalion Chief Tania Daffron reported the training. Daffron addressed the questions that the Board Members had regarding training. After the Training Report, Washel presented the Letters of Appreciation and Commendation.

#### General Business

There is a "Burn Camp" that will be held tomorrow at Lake Monroe. Approximately 49 kids have signed up for it. They will be with BFD (Bloomington Fire Department) from 7 am – 5 pm. These are kids who have been affected emotionally and physically by fire. They are taken out on the lake on a double decker boat. They swim, interact with the Firefighters and have fun. Counselors are available for them as well and they are fed! Firefighters that are off duty and one of the squads help out at the Burn Camp. BFD has been doing this for a while. This is a national program and Firefighters from all over Indiana come to participate as well.

Purchases: Expenditures/Procurements

A three year Fire Gear Contract has been finalized and locked into up to no more than a 4% increase per year. The amount will be over \$100K and should hit the August/September claims. Washel answers the questions pertaining to the gear and the contract.

Personnel Issues

There is one vacancy, three employees on light duty and one on Administrative Leave.

Review of BPS Payroll

- a. Deputy Chief Qualters and Deputy Chief Washel agreed the payrolls were correct.

PUBLIC COMMENT

John Clower, a citizen of Bloomington, was present for the meeting. For nine months, he has been building a coalition of community organizations. It consist of Monroe County NAACP, Monroe County Religious Leaders, Bloomington Commission on the Status of Black Males, Commission on Hispanic and Latino Affairs, Monroe County Women's Commission, Monroe County Standing Up For Racial Justice, Monroe County International League for Freedom and The Racial Justice Task Force of the Unitarian Church. He spoke to the Board in regards to "pooling our moral authority" to persuade both the media to investigate the reasons to do an "in depth" investigation of the reasons why so many law enforcement agencies in our area, have not complied or are complying sporadically with Indiana's Bias Crime Reporting Law. Mr. Clower went into a very detailed explanation of his concerns and potential ways of addressing his concerns. He suggested that what this Board could do (if you choose), is to decide to prove it's morale authority with those other groups to help persuade local media to do an in depth investigation of the reasons of noncompliance. This Board could also assist the coalition in clarifying whether there is a problem in coordinating reports from reputable third party sources that could make Bloomington Police Forces data even more accurate. It would also be helpful if the Board would encourage IUPD to share a sample reporting form with us to take a look at how the form might shape the way an Officer would look at an incident. It was decided to add "Biased Crime Reporting Law" to the next meeting as an agenda item to be discussed in further detail.

OTHER BUSINESS

Reese asked if it would be ok to begin the meetings at 5:30pm because of her work schedule. The meetings would still be held on the third Tuesday of the month and we would continue to keep the 4:00 pm time slot for Executive Meetings. Recording Secretary Renée Rose will check out the room availability and send out an email to all Board Members to confirm that they are all in agreement to the time change.

Fuentes-Rohwer made a motion to adjourn the meeting.

Respectfully submitted,

Renée Rose, Recording Secretary  
Board of Public Safety

The minutes of the July 17, 2018, Board of Public Safety meeting are approved this 21<sup>st</sup> day of August, 2018.

Susan Yoon  
[Signature]  
[Signature]

[Signature]  
Martin. McEary

## **BLOOMINGTON BOARD OF PUBLIC SAFETY**

The Bloomington Board of Public Safety held a Special Meeting on **Saturday, July 14, 2018, at 10:00 a.m.**, in the City of Bloomington Utilities Board Room located at 600 E. Miller Drive, Bloomington, Indiana.

### **CALL TO ORDER**

Chairperson Susan Yoon called the Special meeting to order. Yoon stated that this is the Disciplinary Hearing for Scott McKnight to hear the matter of "Conduct Unbecoming of a Member of the Fire Department".

### **ROLL CALL**

Yoon asked for a "Roll Call" of participants and she started on the right end of the table. Chief Jason Moore, BFD; Michael Rouker, City Attorney representing Chief Jason Moore of BFD; Martin McCrory, Board Member; Maqubé Reese, Board Member; Kim Gray, Board Member; Susan Yoon, Board Member; Luis Fuentes-Rohwer, Board Member; Darla Brown, Attorney representing the Board of Public Safety; Captain Scott McKnight, BFD; John Kautzman, of Ruckelshaus, Kautzman, Blackwell & Bemis LLP, Indianapolis, representing Scott McKnight; Martin Prowl of Ruckelshaus, Kautzman, Blackwell & Bemis LLP, Indianapolis, representing Scott McKnight; Chris Fisher, Court Reporter with Fisher Reporting, Inc.; Amy Slabaugh, Fisher Reporting, Inc; Renée Rose, BPS Recording Secretary.

### **REMARKS FROM THE BOARD CHAIR**

Yoon thanked everyone for coming and turned it over to Attorney Darla Brown.

### **REMARKS FROM DARLA BROWN**

Brown explained that the opposing attorneys had a telephone conference a couple of weeks ago and decided upon the procedure for this hearing. Essentially, the parties have agreed to waive the opening statements. Moore will present his case first followed by McKnight. At the close of the evidence, the parties will have an opportunity to make closing statements to the Board of not more than 15 minutes in length. The parties also agreed to submit "Findings of Facts" and "Conclusions of Law" not more than seven days after this hearing has been concluded. Depending on how things go today, we may want to revisit that, but that is the agreement so far. The parties have I believe, exchanged witness and exhibit lists and conducted some discovery. As has been reiterated by Rose, everyone will need to speak up because we are recording this and we need to try not to interrupt each other or talk over each other because the Court Reporter cannot get all of that down.

Brown then calls Moore to begin his testimony. Before he begins, Plaintiff's attorney Rouker clarifies the process by stating that the attorney's will do direct examination, cross examination, then the Board Members will have an opportunity to ask any questions that they may have. Then there

will be an opportunity for re-direct. Brown confirmed everything. Then Yoon clarified that the Board will save their questions for when the attorneys are done with the witnesses. Brown also confirmed that statement as well. Plaintiff's attorney then called Chief Moore to the chair. Chris Fisher with Fisher Reporting, Inc, swore in Chief Moore. He was examined. He was then cross examined by the Respondent's attorney.

The first Respondent's witness Chauffeur James O'Brien was called. He was sworn in and then examined. **\*NOTE** The Defendant's attorney brought a colleague and they took turns examining the witnesses\*. He was then examined by the Plaintiff's attorney. When the Plaintiff's attorney was finished, then the Board Members asked questions.

The second Respondent's witness Fire Inspector Joseph Johnson was called. He was sworn in and then examined. He was then cross examined by the Plaintiff's attorney.

The third Respondent's witness Firefighter 1<sup>st</sup> Class Joseph Wright was called. He was sworn in and then examined. He was not cross examined by the Plaintiff's attorney.

The Respondent himself, McKnight was the fourth witness that was called. He was sworn in and then examined. He was then cross examined by the Plaintiff's attorney. When the Plaintiff's attorney was finished, then the Board Members asked him questions.

The fifth Respondent's witness Captain Stephen Coover was called. He was sworn in and then examined. He was not cross examined by the Plaintiff's attorney. The Board Members then asked him questions. The Respondent's attorney had a question regarding to the Board's question.

**\*NOTE** during the course of the hearing, objection were done, and Exhibits were shared from both sides\*. Breaks were also taken periodically.

The Respondent's attorney stated that in the interest of time, they had two more live witnesses that are on McKnight's shift that would testify to his Captain's abilities. There was one by affidavit whose son is in the Little League World Series and he's six hours away. They are willing to submit the affidavit and then see if they can arrive at a stipulation that if Stacy Mitchell and Matt Anderson were to be called, they would testify similarly to the character evidence that is set forth in the affidavit. That way their three additional witnesses can be considered without taking the time. Otherwise it is felt that I owe it to my Client to put them briefly on the stand and have them give you five minutes of testimony a piece. The Plaintiff's attorney objected to it saying it's not valuable evidence, or giving nothing new. The Respondent said that it would be for the Board to decide. There was a very brief discussion. In the course of what was quickly discussed, the Respondent's attorney moved for admission of the affidavit which would be Exhibit H which is the Affidavit of Matthew Patterson which was provided to Mr. Rouker. Then a ruling was asked as to our intentions to call those two additional character witnesses Stacy Mitchell and Matt Andrews. Plaintiff's attorney responded that they are comfortable submitting the affidavit if you can stipulate the amount of time that Matt Patterson served under Scott McKnight. The Respondent's attorney didn't have a problem with that. There was a brief discussion to determine the amount of time that Matt Patterson served under Scott McKnight. Exhibit H was submitted to the

Board Members. Brown sustained Plaintiff attorney's objection. Respondent attorney for the record stated that they were intending on calling Stacey Mitchell and Matt Andrews to testify in some substance to the same character evidence about Scott McKnight's abilities as a Captain as is set forth by Matthew Patterson in Affidavit H.

Plaintiff's attorney stated that they would probably call four rebuttal witnesses to testify. They took a moment to step outside to discuss.

Deputy Chief Jayme Washel was called by the Plaintiff's attorney on the chalk board issue. The Respondent's attorney objected and it was overruled. He was sworn in and then examined. The Respondent's attorney cross examined him.

Moore was called back by the Plaintiff's attorney. The Respondent's attorney objected and it was overruled. Since he had testified earlier, he was still under oath. He was examined. Then the Respondent's attorney cross examined him. The Plaintiff's attorney responded back to the last question. Board Members asked him questions. The video from the Farmer's Market was brought into the discussion. Some of the Board Members wanted to see the video. After a brief discussion, the Board decided not to view the video. The Plaintiff's attorney had no further rebuttals.

### **CLOSING ARGUMENTS**

The witnesses were released. Plaintiff Attorney Michael Rouker did the closing argument for the Plaintiff and Respondent's Attorney John Kautzman did the closing argument for the Respondent.

There was discussion of when the Findings of Facts would be available for the Board to meet and discuss in Executive Session. The Attorney's will present the Findings of Facts to Brown by July 24, 2018. Brown will distribute to Board Members via email. At that point, the Board will meet in Executive Session to discuss today's event. After everyone checked their calendars, it was decided that the Board would meet on August 6, 2018 at 7:30 pm. Renée Rose will confirm a room upon availability via email. After the August 6<sup>th</sup> meeting, the Board will make a vote at the regular scheduled August 21, 2018 meeting.



Respectfully submitted,

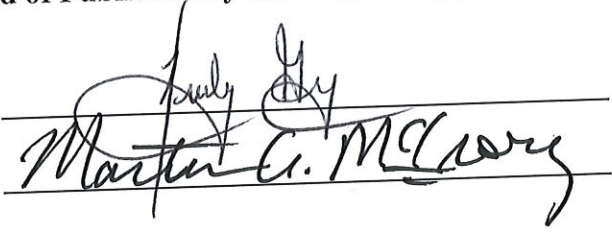
Renée Rose, Recording Secretary  
Board of Public Safety



---

The minutes of the July 14, 2018 Special Board of Public Safety Meeting are approved this 21<sup>st</sup> day of June, 2018.

Susan Yoon  
  


  
Marty C. McLaughlin



**City of Bloomington  
Board of Public Safety**

**CERTIFICATION OF EXECUTIVE SESSION  
BY THE  
BLOOMINGTON BOARD OF PUBLIC SAFETY**

I, SUSAN YOON, do hereby certify that the Executive Session of the Bloomington Board of Public Safety held on AUGUST 6, 2018, was for the purpose of receiving information concerning an individual's alleged misconduct pursuant to Ind. Code § 5-14-1.5-6.1(b)(6)(A), all as advertised by public notice in accordance with Indiana Code §5-14-1.5-6.1(d). Only the subject matter specified in the public notice was discussed in the Executive Session.

  
\_\_\_\_\_  
Susan Yoon, Chairperson

Date: August 21, 2018

Event Number	Full Call-Out	Partial Call-Out	Nature	How Received	Date	Time	District	Suspect Gender	Suspect Age	Suspect Race	Suspect Armed
B18-31679	Yes	N/A	Barricade	MCSO Patrol	8/3/2018	915	MCSO	N/A	N/A	N/A	N/A

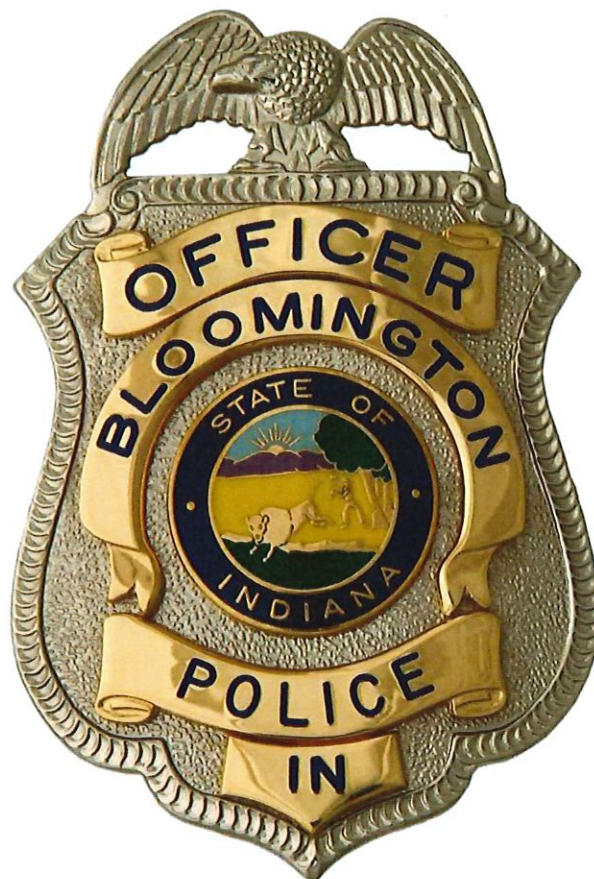
Forced Entry	Less Lethal Munition	Distraction Device	Officer Weapon Fired	ARV Present	ARV Ram Used	Negotiations
No	No	Yes	No	Yes	No	Attempted

# **Bloomington Police Department**

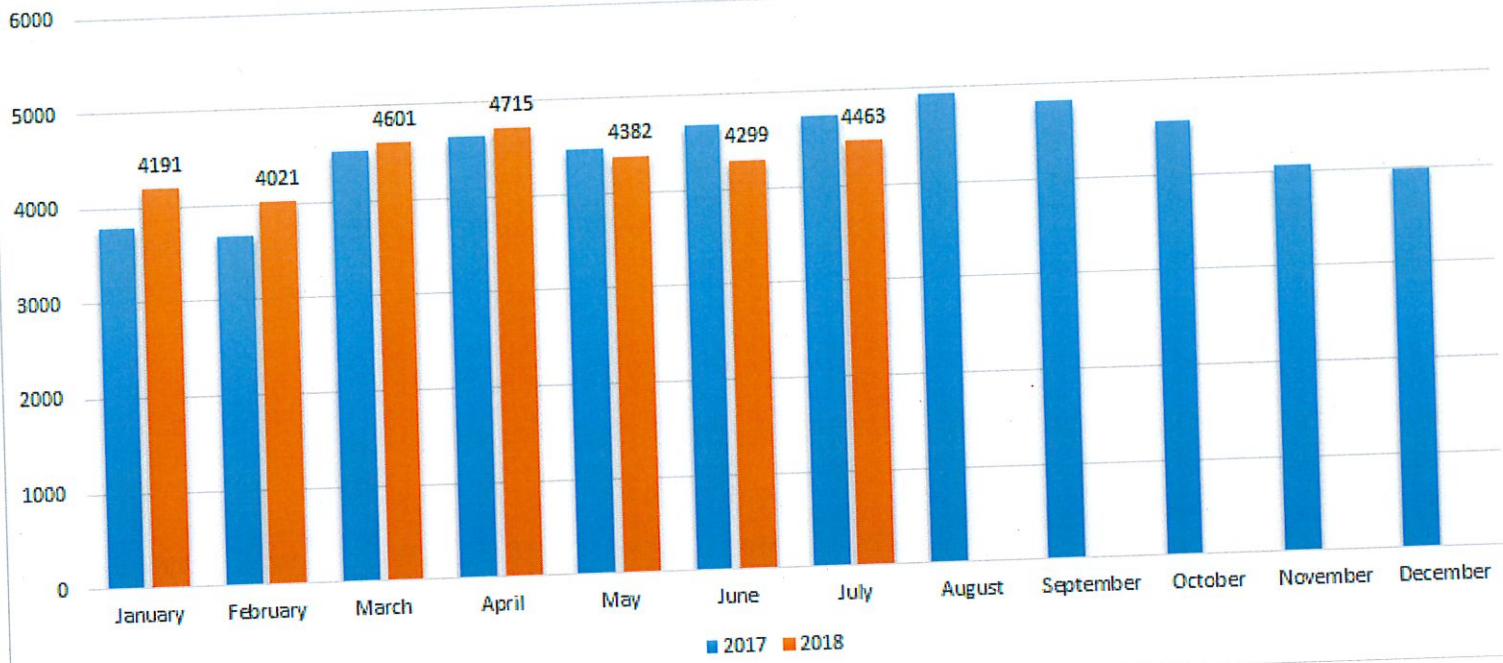
## **Board Of Safety**

### **Statistical Report**

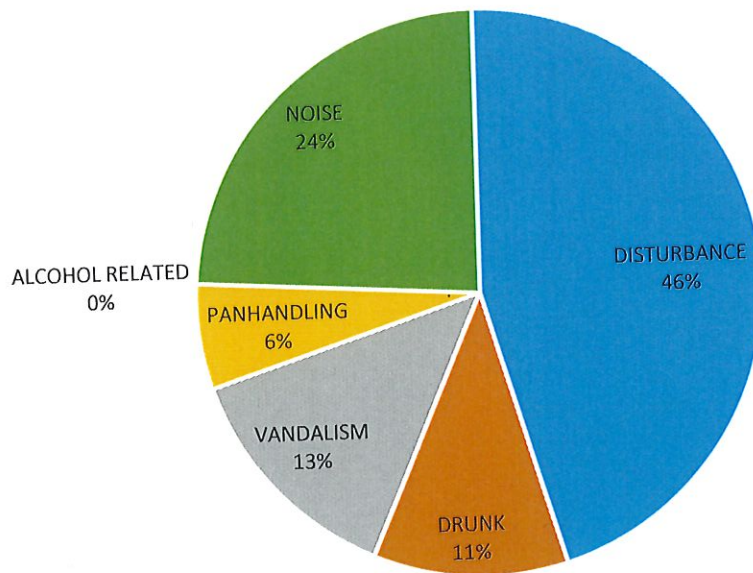
**July 2018**



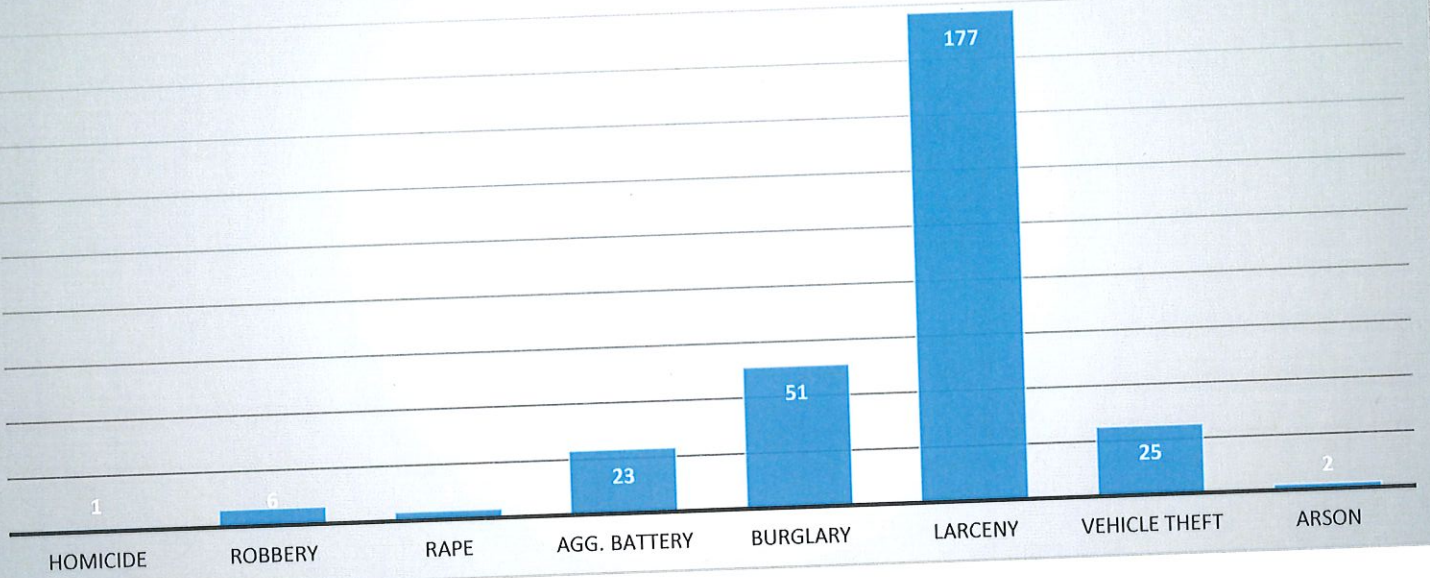
### 2017-2018 Calls For Service Totals



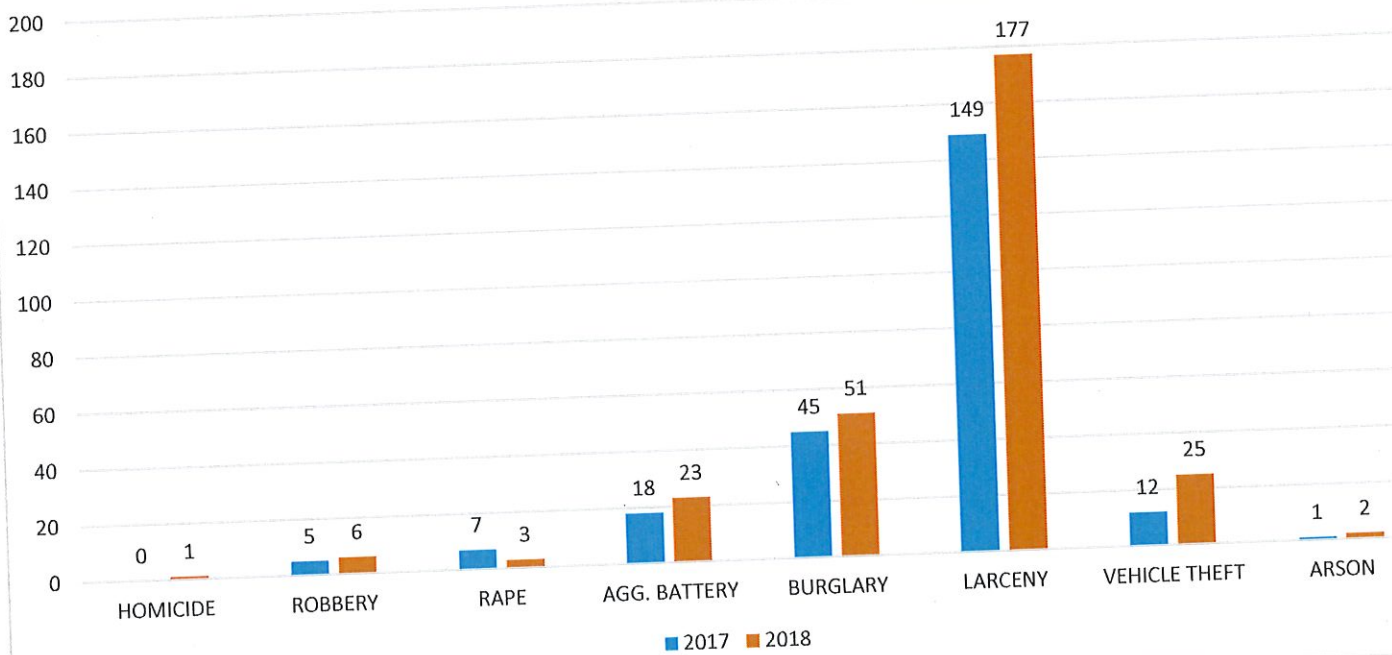
### July 2018 Nuisance Calls for Service



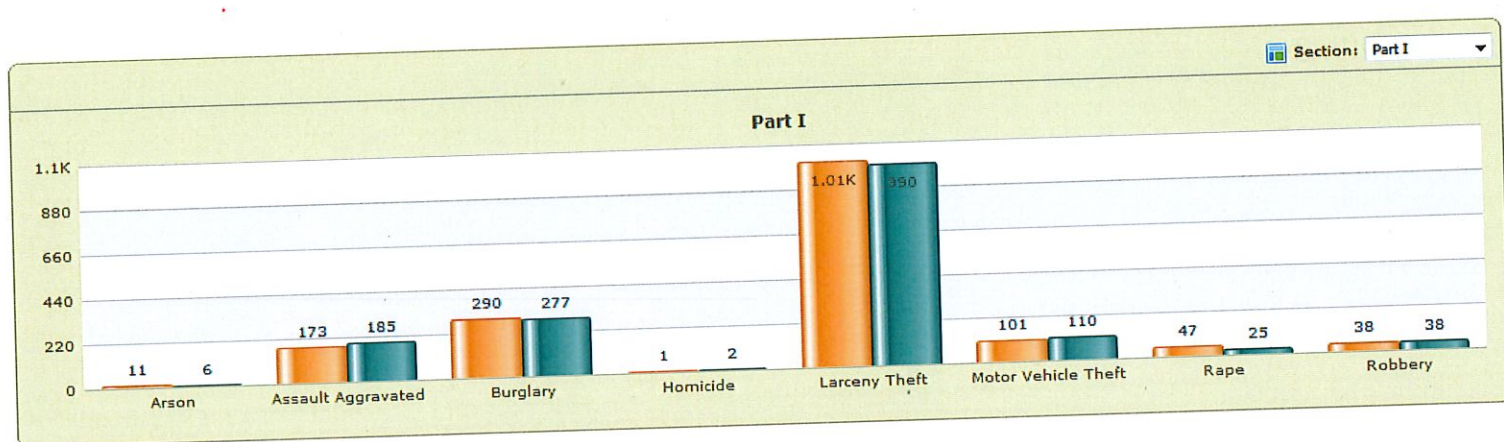
## July 2018 Crimes



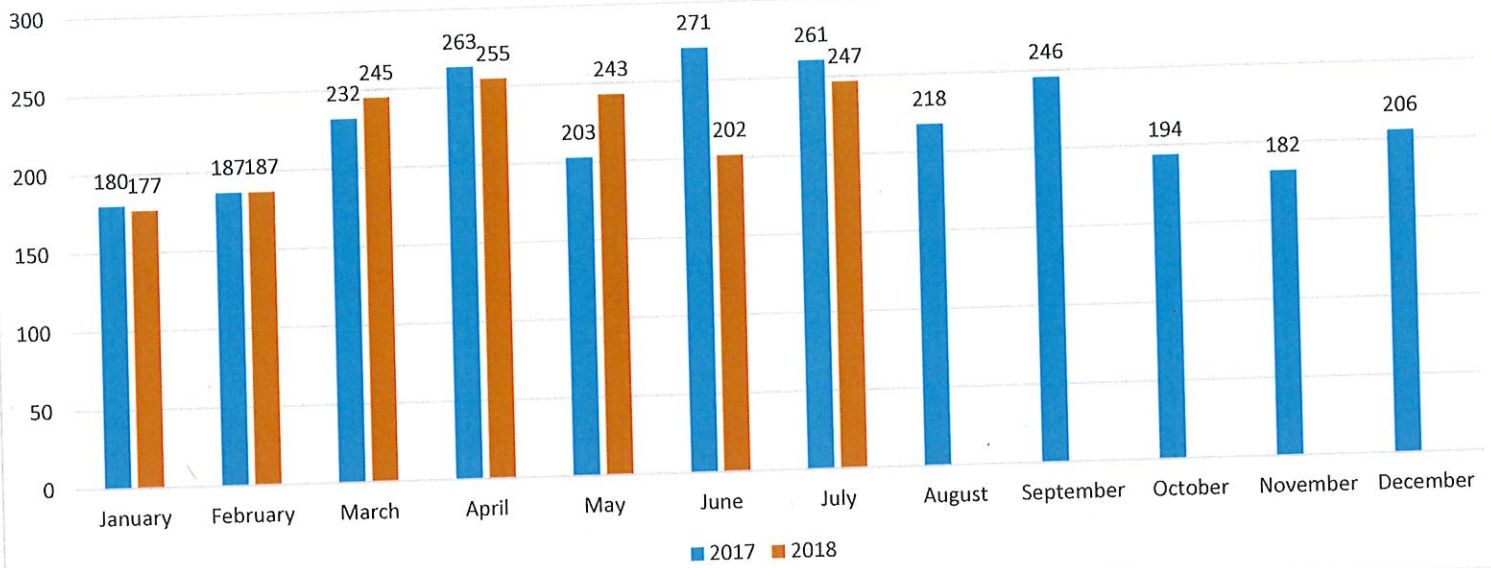
## July 2017 and 2018 Compared



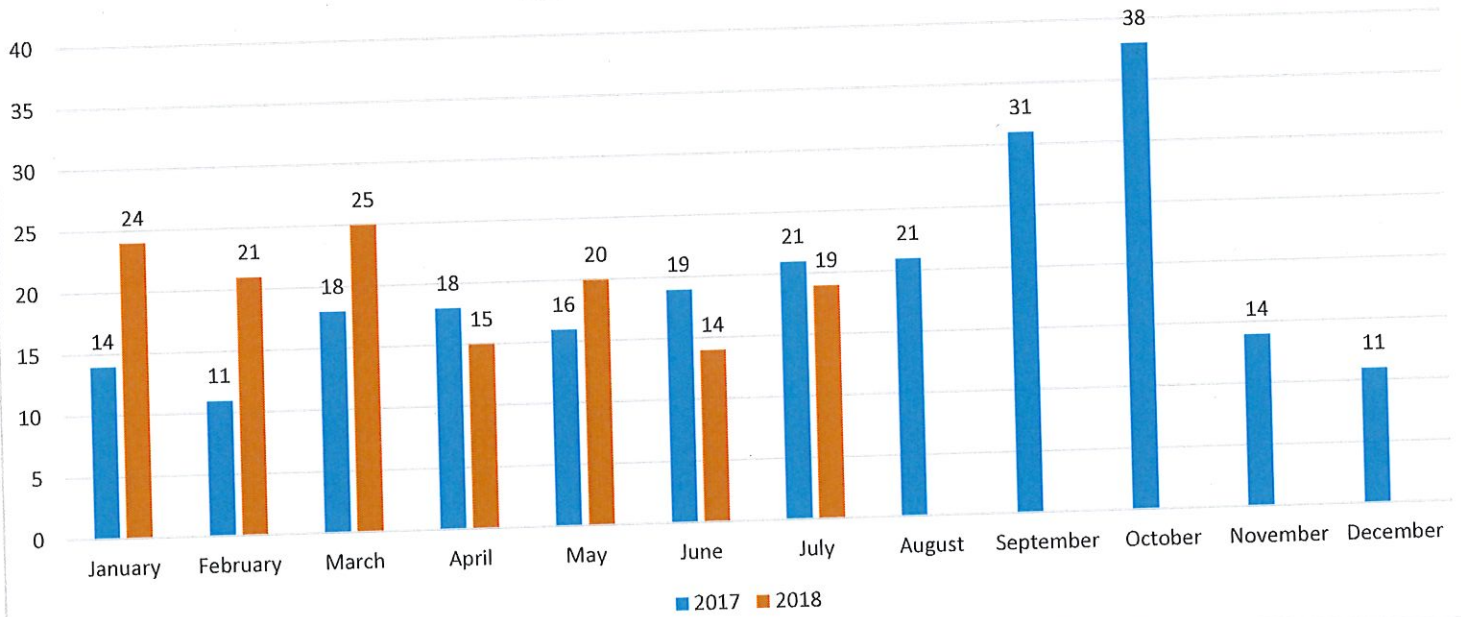
Period 1: 01-Jan-2017 - 31-Jul-2017 Period 2: 01-Jan-2018 - 31-Jul-2018



### 2017-2018 Adult Arrests

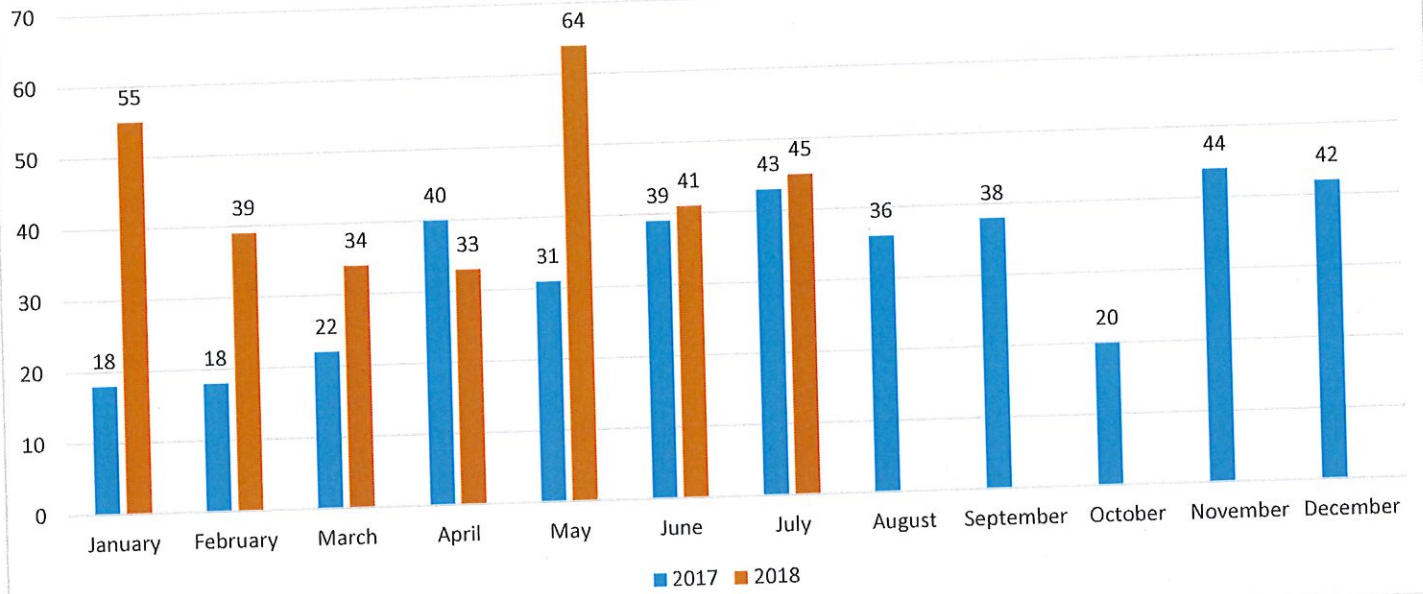


### 2017-2018 Juvenile Referrals





### 2017-2018 Domestic Violence Cases



UCR/IND. HATE CRIMES		
	2017	2018
Jan-Mar	1	1
Apr-June	4	3
July - Sept	3	
Oct - Dec	2	
<b>TOTALS:</b>	<b>10</b>	<b>4</b>



# BLOOMINGTON POLICE DEPARTMENT

## Board of Public Safety Report



August 21, 2018

### CRIME TRENDS/MAJOR CASES:

- North side burglaries, concentrated area around 12<sup>th</sup> and Grant.
- Influx of students and associated issues related to the return of students.
- Murder and Attempted Murder by stabbing on the west side.

### TRAINING

**Training Hours: 379**

#### **Training Highlights:**

- CIRT (Armored Rescue Vehicle)
- Reid Interview and Interrogation
- Background Investigations

### COMMUNITY ENGAGEMENT

**Community Engagement Events: 12**

**Community Engagement Hours: 39**

**Officers Involved: 11**

#### **Community Engagement Events-Prior:**

- Coffee with a Cop
- Hero Night (Chick-fil-A)
- Rape Aggression Defense (RAD)

#### **Community Engagement Events-Upcoming:**

- National Night Out at The Warehouse (Aug 7<sup>th</sup>)

*Letters of Appreciation*

*and*

*Commendation*



----- Forwarded message -----

From: <[systems@bloomington.in.gov](mailto:systems@bloomington.in.gov)>

Date: 2018-07-10 18:20 GMT-04:00

Subject: New Response: Compliment for Bloomington Police Department

To: [police@bloomington.in.gov](mailto:police@bloomington.in.gov)

**Timestamp:** 7/10/2018 18:13:29

**Please describe the person/incident you wish to compliment. :** Thanks for the open house for the new Rescue vehicle!

**Your name:** a l watzel

**Address:** 112 morningside 47408

**Email:**

**Phone:**

**Date of the occurrence:** 7/10/2018

More

5 of 23,691

## Thank you

Inbox x

**Rafi Khalid Hasan** 2:21 PM (19 hours ago)

to me, Michael

Dear Joe,

Thank you for being a discussant today. I am grateful for the time and effort you took to share your thoughts and experiences with the 2018 Mandela Fellows.

Rafi

--

**Rafi Khalid Hasan II**, *Safe and Civil City Program Director*

City of Bloomington

Community & Family Resources Department

[401 N. Morton St](#)/P.O. Box 100

Bloomington, IN 47404

[\(812\) 349-3559](#)

[\(812\) 349-3483](#) - fax

*Life is to be lived, not controlled, and humanity is won by continuing to play in face of certain defeat*

*-Ralph Ellison*

**From:** <[Brian.D.Taylor@usdoj.gov](mailto:Brian.D.Taylor@usdoj.gov)>  
**Date:** July 10, 2018 at 13:53:55 EDT  
**To:** <[oldhams@bloomington.in.gov](mailto:oldhams@bloomington.in.gov)>  
**Cc:** <[lopossab@bloomington.in.gov](mailto:lopossab@bloomington.in.gov)>, <[Jason.M.Tortorici@usdoj.gov](mailto:Jason.M.Tortorici@usdoj.gov)>  
**Subject:** Bloomington PD Assistance

Gentlemen,

I wanted to reach out to you since I was the Acting Supervisor last week while GS Tortorici was out of the office. I assigned Chris Scott as case agent to the FFL burglary that occurred last week in Columbus based on him being personally contacted by the FFL and the Columbus PD for assistance. Chris tirelessly worked the case through the end of the week and into the weekend resulting in the arrest of one individual believed to be responsible for the burglary. During the investigation we were able to recover 3 of the 10 firearms stolen to include the AK-47. I wanted to thank you for your support and understanding during Chris' absence from Bloomington PD over the past several day. In addition to Chris, I also want to thank Sgt. Lopossa, Mike Baker and Shawn Hines for their assistance in the take down of the target suspect. It was brought to my attention that they were all on vacation and were willing to come in to assist.

If we can ever be of service to you or your department please do not hesitate to reach out.

V/r,

Special Agent Brian Taylor

Indianapolis Field Office

[151 N. Delaware Street](#), 1000

Indianapolis, IN 46204

317-287-3500

----- Forwarded message -----

From: <[systems@bloomington.in.gov](mailto:systems@bloomington.in.gov)>

Date: 2018-07-17 11:30 GMT-04:00

Subject: New Response: Compliment for Bloomington Police Department

To: [police@bloomington.in.gov](mailto:police@bloomington.in.gov)

**Timestamp:** 7/17/2018 11:29:08

**Please describe the person/incident you wish to compliment. :**

Thank you to the officers working at the 3rd street station on 7/16/2018 around 4:30pm! When I brought my daughter to the station to present some cookies she had baked for the officers, they treated her like royalty. The officers were very thankful and provided Alexandra with over the top respect, even taking a picture with her. Once again . . . thank you!

**Your name:** Skip Daley

**Address:** 1501 West Edinburgh Bend Bloomington, Indiana 47403

**Email:** [skpfrd@yahoo.com](mailto:skpfrd@yahoo.com)

**Phone:** 812-679-8816

**Date of the occurrence:** 7/16/2018



**CITY OF BLOOMINGTON  
MEMORANDUM**

This memorandum may contain confidential information. If you are not the intended recipient of this memorandum, you may not read, disclose, copy, or distribute this memorandum.

**TO: Board of Public Safety**  
**FROM: Michael Diekhoff, Police Chief and Michael Rouker, Assistant City Attorney**  
**RE: Rule & Regulation Update**  
**DATE: August 21, 2018**

**MEMORANDUM**

This month's Board of Public Safety meeting includes an update to the Bloomington Police Department's Rules and Regulations. Specifically, the proposed modifications are to Chapter XII, Section F of BPD's Rules and Regulations. Chapter XII, Section F addresses sick leave. As the Board may recall, the Collective Bargaining Agreement between the City and the Fraternal Order of Police grants police officers unlimited sick leave.

BPD proposes two changes. First, under Section F subsection five (5), the proposed Regulation eliminates the words "his regularly" prior to the word "scheduled." This will have the effect of requiring a doctor's note from members who (1) call in sick or injured more than twice in a calendar year and (2) call in sick or injured in conjunction with any scheduled time off. Before this change, sick notes were only required when a member called in sick more than twice in a calendar year in conjunction with his/her *regular* three-day off periods, and not in conjunction with benefit leave. This amendment closes this loophole.

Second, BPD proposes eliminating the onerous sick contract language from its Rules and Regulations and instead simply requiring a doctor's note from members who have four or more



sick occurrences during a 12-month period. This will make it easier for members of the Department with legitimate illnesses to receive treatment and will reduce the administrative burden imposed on BPD staff responsible for tracking and running the sick contract program.

## PROPOSED AMENDMENTS TO CHAPTER XII

### Chapter XII, Personnel Matters

- A. Equal Employment Opportunity and Recruitment.** The Department is an equal opportunity employer.
1. It is the Department's policy to treat all Members and applicants for employment equally according to their individual qualifications, ability, experience, and other employment standards.
  2. The Department does not discriminate on the basis of race, sex, color, ancestry, national origin, religion, disability, age, marital status, sexual orientation, number of dependents, gender identity, or any other legally protected classification.
  3. This policy of non-discrimination applies to all terms and conditions of employment, including, but not limited to, recruiting, hiring, promotion, training, compensation, and discharge.
  4. It is equally the policy of the Department to comply with all applicable federal, state, and local laws governing employment.
- B. Harassment.** The Department incorporates by reference the Policy Prohibiting Harassment in the Workplace located in the City's Personnel Manual in its entirety.
- C. Emergency Service.** Whenever a condition exists that is deemed by a supervisor to be of an emergency nature or creates a staffing level problem, regular tours of duty may be extended, Benefit Leave and leave of absence of any or all Members may be cancelled in accordance with the laws of the State of Indiana, the Bloomington Municipal Code, and/or the Collective Bargaining Agreement in effect at the time the condition arises.
- D. Absence from Duty Without Leave.** When a Member is absent without leave (AWOL) from their duty assignment it shall be grounds for suspension without pay of up to five (5) days.
1. If the Member is AWOL from their duty assignment a second (2nd) occurrence and any other occurrence within a twelve (12) month period, it shall be grounds for demotion or termination.
  2. The Chief shall be notified on the Chief's next working day of all AWOL's in writing by the Member's supervisor.
    - a. This written notification shall contain the date of absenteeism, excuse by the Member and initials of both the supervisor and the Member.

- b. Refusal by the Member to initial the required written notification shall not preclude the notification from being submitted to the Chief or preclude the Chief from taking any disciplinary action against the Member. Refusal to sign the written notification shall violate these Rules and Regulations and shall subject the Member to discipline by the Chief.
  3. Any Member who fails to call in or report to work within thirty (30) minutes after the assigned time shall be considered AWOL, and shall be subject to discipline pursuant to this section.
  4. Any Member who calls in or reports to work less than thirty (30) minutes after the assigned time shall be subject to discipline
  5. Members who leave their duty assignment without permission by their supervisor are subject to disciplinary action as they shall be considered AWOL.
- E. Civil Actions Against Members.** Members served with notices that they are being sued as a result of actions performed in the line of duty shall immediately notify in writing the Chief through the chain of command. Such report shall include all of the facts of the incident and details relating to the civil suit.
- F. Sickness and Injuries.** Members of the Department shall call in sick or injured only when they are suffering from a condition which would prevent them from properly performing their assigned duties.
1. Calling in sick or injured shall be made in accordance with the: provisions of the Collective Bargaining Agreement in effect at that time; with this Chapter XII, Section F of these Rules and Regulations; and/or with the City's Personnel Manual.
  2. Failure to report or comply with the requirements of: the Collective Bargaining Agreement; Chapter XII, Section F of these Rules and Regulations; and/or the City's Personnel Manual may result in discipline and/or termination.
  3. If, during a shift, a supervisor observes a Member exhibiting symptoms indicating that the Member is suffering from a condition that would prevent him from properly performing his assigned duties or that would threaten the well-being of other Members of the Department or public, the supervisor may order the Member to leave his shift.
  4. Any Member who is sick or injured in excess of two (2) work days in one work week shall report for light duty on his next shift, unless the Member obtains a doctor's statement with driving or medical restrictions that would prohibit the Member from performing light duty activities.
    - a. Light duty activities shall be determined by the Chief.

- b. Light duty activities shall generally occur between the hours of 0900 hours and 1700 hours, Monday through Friday, regardless of the member's normal hours of work. A Member's supervisor shall have the authority to fluctuate these hours by no more than two (2) hours at either the start of the shift or the end of the shift. Supervisors shall be permitted to work their regularly assigned shift while on light duty, provided the Chief or his designee gives prior authorization.
- c. The doctor's statement referenced in Chapter XII, Section F(4) shall be submitted no later than 0900 on the sick Member's next regularly assigned shift, regardless of whether or not the Member is reporting for full duty, light duty, or shall not be reporting for duty.
  - i. The doctor's statement shall be emailed to the Deputy Chief, or delivered in person to the Chief's office.
  - ii. The doctor's statement shall be legible.
  - iii. The doctor's statement shall not have been completed and/or signed by a doctor or medical provider who has a personal relationship with the Member.
  - iv. The Member submitting the doctor's statement is solely responsible for verifying that his doctor's statement is timely submitted and received.
  - v. Failure to comply with this Chapter XII, Section F(4) shall result in disciplinary action.
- 5. A Member who calls in as sick or injured for a third time in a calendar year in conjunction with ~~his regularly~~-scheduled days off shall obtain a doctor's statement to be submitted no later 0900 on the sick Member's next assigned shift, regardless of whether or not the Member is reporting for full duty, light duty, or shall not be reporting for duty.
  - a. The doctor's statement shall be emailed to the Deputy Chief, or delivered in person to the Chief's office.
  - b. The doctor's statement shall be legible.
  - c. The doctor's statement shall not have been completed and/or signed by a doctor or medical provider who has a personal relationship with the Member.
  - d. The Member submitting the doctor's statement is solely responsible for verifying that his doctor's statement is timely submitted and received.
  - e. Failure to comply with this Chapter XII, Section F(4) shall result in disciplinary action.

6. A new and updated doctor's statement shall be required every thirty (30) calendar days until such time as the Member returns to full active duty. The doctor's statement shall be submitted no later than 0900 on the 31<sup>st</sup> day, regardless of whether or not the Member is reporting for full duty, light duty, or shall not be reporting for duty.
  - a. The doctor's statement shall be emailed to the Deputy Chief, or delivered in person to the Chief's office.
  - b. The doctor's statement shall be legible.
  - c. The doctor's statement shall not have been completed and/or signed by a doctor or medical provider who has a personal relationship with the Member.
  - d. The Member submitting the doctor's statement is solely responsible for verifying that his doctor's statement is timely submitted and received.
  - e. Failure to comply with this Chapter XII, Section F(4) shall result in disciplinary action.
7. ~~Any Member who has had four (4) or more sick occurrences during the prior twelve (12) months shall be required to obtain a doctor's statement any time he/she desires to utilize additional sick leave. On a monthly basis, the Department, in consultation with the City's Human Resources Department, shall run a report to determine which Members have had four (4) or more sick occurrences during the prior twelve (12) months.~~

~~Any Member who has had four (4) or more sick occurrences during the prior twelve (12) months shall be~~

- ~~a. The doctor's statement shall be submitted no later 0900 on the sick Member's next assigned shift.~~
  - ~~b. The doctor's statement shall be emailed to the Deputy Chief, or delivered in person to the Chief's office.~~
  - ~~c. The doctor's statement shall be legible.~~
  - ~~d. The doctor's statement shall not have been completed and/or signed by a doctor or medical provider who has a personal relationship with the Member.~~
  - ~~e. The Member submitting the doctor's statement is solely responsible for verifying that his doctor's statement is timely submitted and received.~~
8. ~~placed on sick leave contract.~~
    - a.f. If a Member misses multiple shifts due to the same medical issue, such missed shifts may be considered as one (1) single sick occurrence under this regulation.~~If~~

~~multiple consecutive shifts are missed due to the same medical issue, such consecutively missed shifts shall count as one (1) sick occurrence under this regulation.~~

~~b.g.~~ Sick occurrences caused as a result of an on-the-job event shall not count towards the sick occurrences noted within this section.

~~e.~~ Individual FMLA qualifying events shall be considered as one (1) sick occurrence under this regulation, whether the FMLA event involves consecutive or intermittent leave.

h.

~~8.~~

~~8.~~ When the Department, in consultation with the City's Human Resources Department, determines that a Member has had four (4) or more sick occurrences during a twelve (12) month period and therefore shall be placed on sick leave contract, the Chief shall be promptly notified.

~~8.~~

~~8.~~ The Chief shall then schedule a meeting between the Chief, the Member to be placed on sick leave contract, the Member's Sergeant, and the Member's Lieutenant to notify all parties of the sick leave contract.

~~8.~~

~~8.~~ Sick leave contracts shall last for a period of three hundred sixty five (365) days, beginning on the date the sick leave contract is implemented by the Chief. In addition to his

~~8.~~ standard obligation to report orally to his supervisor, a Member who desires to use additional sick leave while on sick contract shall:

~~8.~~ Directly contact the City's Human Resources Department by telephone between 0800 hours and 0900 hours on the date he intends to use sick leave (if the Member's shift is scheduled to begin after 0900 and the Member does not get sick until after 0900, the Member shall be required to contact the City's Human Resources Department if the sickness begins prior to 1700 hours and if the sickness begins after 1700 hours, the Member shall utilize the procedures

~~8.~~ Sick leave contracts shall last for a period of three hundred sixty five (365) days, beginning on the date the sick leave contract is implemented by the Chief. In addition to his

~~8.~~ outlined in the below subsection g of this Section);

~~8.~~

~~8.~~ Attend a medical appointment set up by the City's Human Resource's Department with a physician selected by the City on the first available date a physician is available starting from the date the sick leave is requested; and

~~8.~~

~~8.~~ Have a copy of the City physician's medical determination hand-delivered to the City's Human Resources Department by 1700 hours on the same day as the member's appointment with the City's physician.

~~8.~~

- ~~8. The City shall cover the entire cost of the above-referenced diagnostic visit to the City's physician.~~
- ~~8. In consultation with the Chief, the City's Human Resources Department reserves the right to waive the requirements established in numerals ii and iii above in cases where it determines that an independent medical evaluation is unwarranted.~~
- ~~8. A Member under sick leave contract desiring to use additional sick leave on a weekend or holiday need not contact the City's Human Resources Department as noted by the above subsection (f)(i).~~
- ~~8. i. The Member shall still notify his supervisor and comply with all other notification requirements.~~
- ~~8. ii. The Member's supervisor shall schedule an appointment for the Member with a physician selected by the City on the first available date a physician is available starting from the date the sick leave is requested in compliance with the above subsection (f)(ii).~~
- ~~8. iii. The Member shall have a copy of the physician's medical determination hand-delivered to the City's Human Resources Department on the next regular business day by 0900 hours.~~
- ~~8. A Member under sick leave contract who utilizes a sick leave for only a portion of his regularly scheduled shift shall nonetheless comply with the policy described in the above subsection f.~~
- ~~8. i. Such Member is expected to contact the City's Human Resources Department at the time he desires to leave work so that Human Resources may schedule a medical appointment in compliance with subsection f (if the City's Human Resources Department is closed when the sickness begins, the Member shall contact his supervisor who shall follow the remaining directives in this specific subsection);~~
- ~~8. ii. If the Member leaves mid-shift during non-regular business hours, he shall attend the medical appointment required by subsection f of this Section on the next calendar day.~~
- ~~8. iii. The Member shall have a copy of the physician's medical determination hand-delivered to the City's Human Resources Department by 0900 hours on the next regular business day.~~
8. Regardless of whether or not a Member has fewer than four (4) sick occurrences during the preceding twelve (12) months, a Member suspected of abusing sick leave may also be required to obtain a doctor's statement and to comply with the rules established under Section (F)(7)~~placed on sick leave contract~~. Reasons for suspected abuse may include, but are not limited to:

~~a. i.~~ Being denied a Benefit Leave or Paid Time Off day and then marking of sick that day;

~~oo.~~

~~pp.~~

~~qq. ii.~~ Patterns of marking off on particular days of the week, month or year; or

~~b.~~

~~rr.~~

~~ss.c. iii.~~ Use of Sick Leave before or after a Benefit Leave day or the Member's regularly scheduled days off work.

~~9. Copies of sick leave contracts shall be kept exclusively in the Member's personnel file in the City's Human Resources Department unless and until the Member is subject to discipline associated with the sick leave contract.~~

~~i. It is expressly understood that a Member's placement on sick leave contract is not a punitive measure and is not discipline.~~

~~ii. A Member, whether under sick leave contract or not, who violates Chapter XII, Section F, shall be subject to discipline.~~

**G. Personnel Service Records.** Documents contained in an employee's personnel file shall be maintained in accordance with the current Collective Bargaining Agreement, the City's Personnel Manual and the laws of the State of Indiana.

**H. Military Leave.** The procedures outlined in this Section apply either to military Members of the Department covered under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or family members of service members covered by Indiana Law.

1. The Department shall grant all military Members leaves of absences to fulfill military service obligations in accordance with the requirements of this Chapter and all applicable local, state and federal laws, paying particular attention to USERRA.
2. The following procedures apply to any military Member prior to his deployment.
  - a. Any Member seeking a military leave of absence shall notify the Chief with advance notice of his intent to take military leave unless advance notice is precluded by military necessity or is otherwise impossible or unreasonable, considering all relevant circumstances.
  - b. The Member shall submit a copy of his military orders to the Chief as soon as possible along with written notification to include the following:



- i. Anticipated date(s) of mobilization;
  - ii. Unit name and identification;
  - iii. Commanding Officer's name, telephone number and email address;
  - iv. Immediate military supervisor's name, telephone number and email address; and
  - v. Name of the military ombudsman (or equivalent) and his telephone number and email address.
- c. The Assistant Director of the City's Human Resources Department shall serve as the City's point of contact and together with the Chief shall meet with the Member during an exit interview prior to deployment to ascertain information regarding:
- i. Member (Employee) benefits;
  - ii. Salary continuation; and
  - iii. Any other relevant information which may aid in later reintegration.
- d. The Assistant Director of the City's Human Resources Department and the Chief shall provide oversight over the reintegration of military Members into the Department during the exit interview.
- e. Prior to the Member's deployment, he shall turn in any and all equipment owned by the City to the Captain of Operations. The equipment shall be stored in a secured location of the Department during the Member's deployment. Equipment to be surrendered includes, but may not be limited to, the following:
- i. City identification card;
  - ii. Law enforcement badge;
  - iii. Keys to City property;
  - iv. Weapons issued by the City;
  - v. Ballistic vests owned by the City;
  - vi. Handcuffs issued by the City (including associated keys);
  - vii. Flashlights issued by the City; and
  - viii. Protective gear issued by the City.

- f. The City's ITS Department shall suspend all of the Member's and computer accounts, with the exception of email and Power DMS, during the Member's deployment.
3. The following procedures apply to any military Member during his deployment.
- a. During the deployed Member's absence, the Member shall work with the Captain of Operations as said Captain shall act as the Member's Military Support Officer.
  - b. The Captain of Operations, in his capacity as the Military Support Officer shall provide the following:
    - i. Keep up-to-date status on the Member;
    - ii. Provide the Member's supervisor's information on the Member's status; and
    - iii. Provide the Human Resources Department with the Member's current email and address information.
  - c. Department Members are encouraged to maintain active contact with the deployed Member so that he may maintain an active link with his home.
4. The following procedure apply to any military Member during his reintegration process.
- a. Any Member on military leave of absence, upon completion of his military service obligation, shall return to work in a timely manner as established by applicable local, state, and/or federal laws.
  - b. Prior to returning to full duty, the returning Member shall meet with the Chief and the Assistant Director of Human Resources for a reintegration interview.
  - c. A Member returning from military leave of absence shall be reinstated in accordance with and as required by all applicable local, state and/or federal laws. After a Member takes a leave of absence under this subsection, a Member shall be restored to the position that the Member held before the leave; or placed in a position equivalent to the position that the Member held before the leave, with equivalent seniority, pay, benefits, and other terms and conditions of employment.
  - d. Upon return to work, the Member shall be reissued all equipment submitted to the Captain of Operations prior to his deployment.
  - e. The returning Member shall be required to meet with the Training Coordinator wherein the following shall occur:

- i. The Training Coordinator shall provide the Member any updated copies of these Rules and Regulations, General Orders, Collective Bargaining Agreements, Personnel Manuals, and any other policy, directive or document which impacts the Member's employment with the City; and
    - ii. The Training Coordinator shall determine what missed training or certifications the Member needs to complete and provide the Member with a schedule for accomplishing the required training and certifications.
  - f. The returning Member shall be required to complete an assignment with a Field Training Officer for refresher training in their assigned area. The length of this assignment shall be decided by the Chief.
  - g. The returning Member shall be required to complete an updated weapons qualification.
5. Pursuant to Indiana Code 22-2-13-44, a Member who has been employed with the City for twelve months and has worked at least 1,500 hours during the last twelve months is entitled to an unpaid leave of absence if the Member's spouse, parent, grandparent, child or sibling is a member of the military and ordered into an active duty status.
- a. The unpaid leave of absence may be taken during one or more of the following periods:
    - i. The thirty days before the active duty orders are in effect;
    - ii. During the period of time upon which the family member's active duty orders are in effect; and/or
    - iii. During the thirty day period after the active duty orders are terminated.
  - b. The leave of absence allowed by this subsection in any calendar year shall not exceed a total of ten working days.
  - c. A Member who wants to take a leave of absence under this subsection shall provide written notice, including a copy of the active duty orders if available, to the Chief of the date the leave shall begin. A Member shall give at least thirty days written notice before the date on which the Member intends to begin the leave, unless the active duty orders are issued less than thirty days before the date the requested leave is to begin.
  - d. After a Member takes a leave of absence under this subsection, a Member shall be restored to the position that the Member held before the leave; or placed in a position equivalent to the position that the Member held before the leave, with

equivalent seniority, pay, benefits, and other terms and conditions of employment. The City is not required to restore a Member to a position described in this subsection if the City proves that the reason that the Member was not restored to the position is unrelated to the Member's exercise of the Member's rights under this subsection.

6. The following may result in discipline for violations of this Section.
  - a. A Member who fails to return to work after an approved military leave in a timely manner may be subject to disciplinary action.
  - b. A Member who falsifies the reasons for taking military leave may be subject to disciplinary action.
  - c. A Member who works elsewhere while he is on military leave may be subject to disciplinary action.
  - d. Any and all disciplinary action described in this subsection may range from a written reprimand to termination as provided by the current Collective Bargaining Agreement, the Department's Rules and Regulations, and the City's Personnel Manual.

**I. Complaints Against Members.** The Department takes citizens' concerns seriously. The Department believes the public is entitled to efficient, fair and impartial service. The Department investigates all allegations of Member misconduct, responds to all inquiries about Member actions or Department policy and documents all commendations received from the public.

1. All complaints pertaining to Departmental policies or procedures or that allege Member misconduct or misbehavior shall be documented and investigated by the Department.
  - a. Complaints may be given in person, in writing, over the telephone, or via other electronic means (e-mail).
  - b. Anonymous complaints shall be accepted for investigation; however, the Department reserves the right to abridge these procedures or standards to reasonably act on or decline to act on anonymous complaints to the extent appropriate.
2. Complaints shall be accepted by any supervisor of the Department.
  - a. Supervisors shall document receipt of the complaint as soon as practicable.
  - b. Supervisor may attempt to resolve a complaint by an exploration of Departmental policies and procedures, where applicable.

- c. Attempts to resolve complaints shall be noted on the complaint form.
3. All complaints shall be processed through the chain of command and shall be forwarded to the Chief via email within twenty-four (24) hours of the complaint being received.
4. Complaint investigations shall be completed within a reasonable amount of time.
5. Complainants shall be advised of the Departmental procedures for the processing and investigating of complaints.
6. Complainants shall be advised of and updated on the status of their complaint.
7. Complainants shall be advised that if they dispute the Department's resolution they can file an independent complaint with the Board.
8. Upon receipt of a complaint, the Chief or his designee shall assign a member of the supervisory staff to investigate the complaint. Upon completing the investigation, the investigating supervisor shall forward his findings to the Lieutenants' Board. The Lieutenants' Board shall forward to the Captain the following:
  - a. A report of the alleged violation;
  - b. All documents and evidence relating to the investigation;
  - c. Recommendations for disposition of the case; and
  - d. Recommendations for disciplinary action (if applicable).
  - e. In the event the complaint is investigated by a person or persons with a rank higher than that of a Lieutenant, the findings of the investigation shall not be forwarded to the Lieutenants' Board.
  - f. In no instance shall a lower ranking member of the Department investigate a complaint relating to the conduct of a higher ranking member of the Department.
9. After completion of all investigations, the Chief shall review the investigation along with all supporting evidence, and shall give final approval of the disposition of the complaint. The following dispositions may be given:
  - a. Proper conduct;
  - b. Unfounded;
  - c. Policy failure;

- d. Insufficient evidence; and/or
  - e. Improper conduct.
10. Upon final approval, the Chief shall ensure delivery and service of the disposition, including any disciplinary recommendation, to the Member named in the complaint.
  11. Nothing in this Section is meant to usurp any right or privilege given to a Member by the current Collective Bargaining Agreement.

## PROPOSED AMENDMENTS TO CHAPTER XII

### Chapter XII, Personnel Matters

- A. Equal Employment Opportunity and Recruitment.** The Department is an equal opportunity employer.
1. It is the Department's policy to treat all Members and applicants for employment equally according to their individual qualifications, ability, experience, and other employment standards.
  2. The Department does not discriminate on the basis of race, sex, color, ancestry, national origin, religion, disability, age, marital status, sexual orientation, number of dependents, gender identity, or any other legally protected classification.
  3. This policy of non-discrimination applies to all terms and conditions of employment, including, but not limited to, recruiting, hiring, promotion, training, compensation, and discharge.
  4. It is equally the policy of the Department to comply with all applicable federal, state, and local laws governing employment.
- B. Harassment.** The Department incorporates by reference the Policy Prohibiting Harassment in the Workplace located in the City's Personnel Manual in its entirety.
- C. Emergency Service.** Whenever a condition exists that is deemed by a supervisor to be of an emergency nature or creates a staffing level problem, regular tours of duty may be extended, Benefit Leave and leave of absence of any or all Members may be cancelled in accordance with the laws of the State of Indiana, the Bloomington Municipal Code, and/or the Collective Bargaining Agreement in effect at the time the condition arises.
- D. Absence from Duty Without Leave.** When a Member is absent without leave (AWOL) from their duty assignment it shall be grounds for suspension without pay of up to five (5) days.
1. If the Member is AWOL from their duty assignment a second (2nd) occurrence and any other occurrence within a twelve (12) month period, it shall be grounds for demotion or termination.
  2. The Chief shall be notified on the Chief's next working day of all AWOL's in writing by the Member's supervisor.
    - a. This written notification shall contain the date of absenteeism, excuse by the Member and initials of both the supervisor and the Member.

- b. Refusal by the Member to initial the required written notification shall not preclude the notification from being submitted to the Chief or preclude the Chief from taking any disciplinary action against the Member. Refusal to sign the written notification shall violate these Rules and Regulations and shall subject the Member to discipline by the Chief.
  3. Any Member who fails to call in or report to work within thirty (30) minutes after the assigned time shall be considered AWOL, and shall be subject to discipline pursuant to this section.
  4. Any Member who calls in or reports to work less than thirty (30) minutes after the assigned time shall be subject to discipline
  5. Members who leave their duty assignment without permission by their supervisor are subject to disciplinary action as they shall be considered AWOL.
- E. Civil Actions Against Members.** Members served with notices that they are being sued as a result of actions performed in the line of duty shall immediately notify in writing the Chief through the chain of command. Such report shall include all of the facts of the incident and details relating to the civil suit.
- F. Sickness and Injuries.** Members of the Department shall call in sick or injured only when they are suffering from a condition which would prevent them from properly performing their assigned duties.
1. Calling in sick or injured shall be made in accordance with the: provisions of the Collective Bargaining Agreement in effect at that time; with this Chapter XII, Section F of these Rules and Regulations; and/or with the City's Personnel Manual.
  2. Failure to report or comply with the requirements of: the Collective Bargaining Agreement; Chapter XII, Section F of these Rules and Regulations; and/or the City's Personnel Manual may result in discipline and/or termination.
  3. If, during a shift, a supervisor observes a Member exhibiting symptoms indicating that the Member is suffering from a condition that would prevent him from properly performing his assigned duties or that would threaten the well-being of other Members of the Department or public, the supervisor may order the Member to leave his shift.
  4. Any Member who is sick or injured in excess of two (2) work days in one work week shall report for light duty on his next shift, unless the Member obtains a doctor's statement with driving or medical restrictions that would prohibit the Member from performing light duty activities.
    - a. Light duty activities shall be determined by the Chief.



- b. Light duty activities shall generally occur between the hours of 0900 hours and 1700 hours, Monday through Friday, regardless of the member's normal hours of work. A Member's supervisor shall have the authority to fluctuate these hours by no more than two (2) hours at either the start of the shift or the end of the shift. Supervisors shall be permitted to work their regularly assigned shift while on light duty, provided the Chief or his designee gives prior authorization.
- c. The doctor's statement referenced in Chapter XII, Section F(4) shall be submitted no later than 0900 on the sick Member's next regularly assigned shift, regardless of whether or not the Member is reporting for full duty, light duty, or shall not be reporting for duty.
  - i. The doctor's statement shall be emailed to the Deputy Chief, or delivered in person to the Chief's office.
  - ii. The doctor's statement shall be legible.
  - iii. The doctor's statement shall not have been completed and/or signed by a doctor or medical provider who has a personal relationship with the Member.
  - iv. The Member submitting the doctor's statement is solely responsible for verifying that his doctor's statement is timely submitted and received.
  - v. Failure to comply with this Chapter XII, Section F(4) shall result in disciplinary action.
- 5. A Member who calls in as sick or injured for a third time in a calendar year in conjunction with scheduled days off shall obtain a doctor's statement to be submitted no later 0900 on the sick Member's next assigned shift, regardless of whether or not the Member is reporting for full duty, light duty, or shall not be reporting for duty.
  - a. The doctor's statement shall be emailed to the Deputy Chief, or delivered in person to the Chief's office.
  - b. The doctor's statement shall be legible.
  - c. The doctor's statement shall not have been completed and/or signed by a doctor or medical provider who has a personal relationship with the Member.
  - d. The Member submitting the doctor's statement is solely responsible for verifying that his doctor's statement is timely submitted and received.
  - e. Failure to comply with this Chapter XII, Section F(4) shall result in disciplinary action.

6. A new and updated doctor's statement shall be required every thirty (30) calendar days until such time as the Member returns to full active duty. The doctor's statement shall be submitted no later than 0900 on the 31<sup>st</sup> day, regardless of whether or not the Member is reporting for full duty, light duty, or shall not be reporting for duty.
  - a. The doctor's statement shall be emailed to the Deputy Chief, or delivered in person to the Chief's office.
  - b. The doctor's statement shall be legible.
  - c. The doctor's statement shall not have been completed and/or signed by a doctor or medical provider who has a personal relationship with the Member.
  - d. The Member submitting the doctor's statement is solely responsible for verifying that his doctor's statement is timely submitted and received.
  - e. Failure to comply with this Chapter XII, Section F(4) shall result in disciplinary action.
  
7. Any Member who has had four (4) or more sick occurrences during the prior twelve (12) months shall be required to obtain a doctor's statement any time he/she desires to utilize additional sick leave.
  - a. The doctor's statement shall be submitted no later 0900 on the sick Member's next assigned shift.
  - b. The doctor's statement shall be emailed to the Deputy Chief, or delivered in person to the Chief's office.
  - c. The doctor's statement shall be legible.
  - d. The doctor's statement shall not have been completed and/or signed by a doctor or medical provider who has a personal relationship with the Member.
  - e. The Member submitting the doctor's statement is solely responsible for verifying that his doctor's statement is timely submitted and received.
  - f. If a Member misses multiple shifts due to the same medical issue, such missed shifts may be considered as one (1) single sick occurrence under this regulation.
  - g. Sick occurrences caused as a result of an on-the-job event shall not count towards the sick occurrences noted within this section.
  - h. Individual FMLA qualifying events shall be considered as one (1) sick occurrence under this regulation, whether the FMLA event involves consecutive or intermittent leave.

8. Regardless of whether or not a Member has fewer than four (4) sick occurrences during the preceding twelve (12) months, a Member suspected of abusing sick leave may also be required to obtain a doctor's statement and to comply with the rules established under Section (F)(7). Reasons for suspected abuse may include, but are not limited to:
  - a. Being denied a Benefit Leave or Paid Time Off day and then marking of sick that day;
  - b. Patterns of marking off on particular days of the week, month or year; or
  - c. Use of Sick Leave before or after a Benefit Leave day or the Member's regularly scheduled days off work.

**G. Personnel Service Records.** Documents contained in an employee's personnel file shall be maintained in accordance with the current Collective Bargaining Agreement, the City's Personnel Manual and the laws of the State of Indiana.

**H. Military Leave.** The procedures outlined in this Section apply either to military Members of the Department covered under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or family members of service members covered by Indiana Law.

1. The Department shall grant all military Members leaves of absences to fulfill military service obligations in accordance with the requirements of this Chapter and all applicable local, state and federal laws, paying particular attention to USERRA.
2. The following procedures apply to any military Member prior to his deployment.
  - a. Any Member seeking a military leave of absence shall notify the Chief with advance notice of his intent to take military leave unless advance notice is precluded by military necessity or is otherwise impossible or unreasonable, considering all relevant circumstances.
  - b. The Member shall submit a copy of his military orders to the Chief as soon as possible along with written notification to include the following:
    - i. Anticipated date(s) of mobilization;
    - ii. Unit name and identification;
    - iii. Commanding Officer's name, telephone number and email address;
    - iv. Immediate military supervisor's name, telephone number and email address; and

- v. Name of the military ombudsman (or equivalent) and his telephone number and email address.
- c. The Assistant Director of the City's Human Resources Department shall serve as the City's point of contact and together with the Chief shall meet with the Member during an exit interview prior to deployment to ascertain information regarding:
    - i. Member (Employee) benefits;
    - ii. Salary continuation; and
    - iii. Any other relevant information which may aid in later reintegration.
  - d. The Assistant Director of the City's Human Resources Department and the Chief shall provide oversight over the reintegration of military Members into the Department during the exit interview.
  - e. Prior to the Member's deployment, he shall turn in any and all equipment owned by the City to the Captain of Operations. The equipment shall be stored in a secured location of the Department during the Member's deployment. Equipment to be surrendered includes, but may not be limited to, the following:
    - i. City identification card;
    - ii. Law enforcement badge;
    - iii. Keys to City property;
    - iv. Weapons issued by the City;
    - v. Ballistic vests owned by the City;
    - vi. Handcuffs issued by the City (including associated keys);
    - vii. Flashlights issued by the City; and
    - viii. Protective gear issued by the City.
  - f. The City's ITS Department shall suspend all of the Member's and computer accounts, with the exception of email and Power DMS, during the Member's deployment.
3. The following procedures apply to any military Member during his deployment.

- a. During the deployed Member's absence, the Member shall work with the Captain of Operations as said Captain shall act as the Member's Military Support Officer.
  - b. The Captain of Operations, in his capacity as the Military Support Officer shall provide the following:
    - i. Keep up-to-date status on the Member;
    - ii. Provide the Member's supervisor's information on the Member's status; and
    - iii. Provide the Human Resources Department with the Member's current email and address information.
  - c. Department Members are encouraged to maintain active contact with the deployed Member so that he may maintain an active link with his home.
4. The following procedure apply to any military Member during his reintegration process.
- a. Any Member on military leave of absence, upon completion of his military service obligation, shall return to work in a timely manner as established by applicable local, state, and/or federal laws.
  - b. Prior to returning to full duty, the returning Member shall meet with the Chief and the Assistant Director of Human Resources for a reintegration interview.
  - c. A Member returning from military leave of absence shall be reinstated in accordance with and as required by all applicable local, state and/or federal laws. After a Member takes a leave of absence under this subsection, a Member shall be restored to the position that the Member held before the leave; or placed in a position equivalent to the position that the Member held before the leave, with equivalent seniority, pay, benefits, and other terms and conditions of employment.
  - d. Upon return to work, the Member shall be reissued all equipment submitted to the Captain of Operations prior to his deployment.
  - e. The returning Member shall be required to meet with the Training Coordinator wherein the following shall occur:
    - i. The Training Coordinator shall provide the Member any updated copies of these Rules and Regulations, General Orders, Collective Bargaining Agreements, Personnel Manuals, and any other policy, directive or document which impacts the Member's employment with the City; and

- ii. The Training Coordinator shall determine what missed training or certifications the Member needs to complete and provide the Member with a schedule for accomplishing the required training and certifications.
  - f. The returning Member shall be required to complete an assignment with a Field Training Officer for refresher training in their assigned area. The length of this assignment shall be decided by the Chief.
  - g. The returning Member shall be required to complete an updated weapons qualification.
5. Pursuant to Indiana Code 22-2-13-44, a Member who has been employed with the City for twelve months and has worked at least 1,500 hours during the last twelve months is entitled to an unpaid leave of absence if the Member's spouse, parent, grandparent, child or sibling is a member of the military and ordered into an active duty status.
- a. The unpaid leave of absence may be taken during one or more of the following periods:
    - i. The thirty days before the active duty orders are in effect;
    - ii. During the period of time upon which the family member's active duty orders are in effect; and/or
    - iii. During the thirty day period after the active duty orders are terminated.
  - b. The leave of absence allowed by this subsection in any calendar year shall not exceed a total of ten working days.
  - c. A Member who wants to take a leave of absence under this subsection shall provide written notice, including a copy of the active duty orders if available, to the Chief of the date the leave shall begin. A Member shall give at least thirty days written notice before the date on which the Member intends to begin the leave, unless the active duty orders are issued less than thirty days before the date the requested leave is to begin.
  - d. After a Member takes a leave of absence under this subsection, a Member shall be restored to the position that the Member held before the leave; or placed in a position equivalent to the position that the Member held before the leave, with equivalent seniority, pay, benefits, and other terms and conditions of employment. The City is not required to restore a Member to a position described in this subsection if the City proves that the reason that the Member was not restored to the position is unrelated to the Member's exercise of the Member's rights under this subsection.

6. The following may result in discipline for violations of this Section.
  - a. A Member who fails to return to work after an approved military leave in a timely manner may be subject to disciplinary action.
  - b. A Member who falsifies the reasons for taking military leave may be subject to disciplinary action.
  - c. A Member who works elsewhere while he is on military leave may be subject to disciplinary action.
  - d. Any and all disciplinary action described in this subsection may range from a written reprimand to termination as provided by the current Collective Bargaining Agreement, the Department's Rules and Regulations, and the City's Personnel Manual.

I. **Complaints Against Members.** The Department takes citizens' concerns seriously. The Department believes the public is entitled to efficient, fair and impartial service. The Department investigates all allegations of Member misconduct, responds to all inquiries about Member actions or Department policy and documents all commendations received from the public.

1. All complaints pertaining to Departmental policies or procedures or that allege Member misconduct or misbehavior shall be documented and investigated by the Department.
  - a. Complaints may be given in person, in writing, over the telephone, or via other electronic means (e-mail).
  - b. Anonymous complaints shall be accepted for investigation; however, the Department reserves the right to abridge these procedures or standards to reasonably act on or decline to act on anonymous complaints to the extent appropriate.
2. Complaints shall be accepted by any supervisor of the Department.
  - a. Supervisors shall document receipt of the complaint as soon as practicable.
  - b. Supervisor may attempt to resolve a complaint by an exploration of Departmental policies and procedures, where applicable.
  - c. Attempts to resolve complaints shall be noted on the complaint form.
3. All complaints shall be processed through the chain of command and shall be forwarded to the Chief via email within twenty-four (24) hours of the complaint being received.

4. Complaint investigations shall be completed within a reasonable amount of time.
5. Complainants shall be advised of the Departmental procedures for the processing and investigating of complaints.
6. Complainants shall be advised of and updated on the status of their complaint.
7. Complainants shall be advised that if they dispute the Department's resolution they can file an independent complaint with the Board.
8. Upon receipt of a complaint, the Chief or his designee shall assign a member of the supervisory staff to investigate the complaint. Upon completing the investigation, the investigating supervisor shall forward his findings to the Lieutenants' Board. The Lieutenants' Board shall forward to the Captain the following:
  - a. A report of the alleged violation;
  - b. All documents and evidence relating to the investigation;
  - c. Recommendations for disposition of the case; and
  - d. Recommendations for disciplinary action (if applicable).
  - e. In the event the complaint is investigated by a person or persons with a rank higher than that of a Lieutenant, the findings of the investigation shall not be forwarded to the Lieutenants' Board.
  - f. In no instance shall a lower ranking member of the Department investigate a complaint relating to the conduct of a higher ranking member of the Department.
9. After completion of all investigations, the Chief shall review the investigation along with all supporting evidence, and shall give final approval of the disposition of the complaint. The following dispositions may be given:
  - a. Proper conduct;
  - b. Unfounded;
  - c. Policy failure;
  - d. Insufficient evidence; and/or
  - e. Improper conduct.



10. Upon final approval, the Chief shall ensure delivery and service of the disposition, including any disciplinary recommendation, to the Member named in the complaint.
11. Nothing in this Section is meant to usurp any right or privilege given to a Member by the current Collective Bargaining Agreement.

City of Bloomington Fire Department  
Board of Public Safety Report

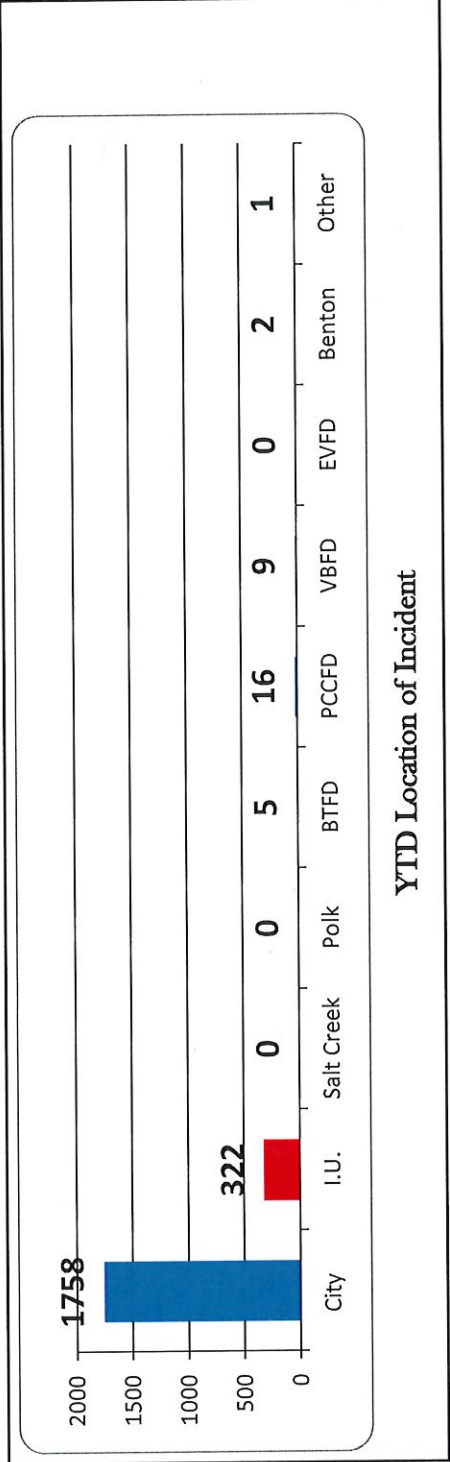
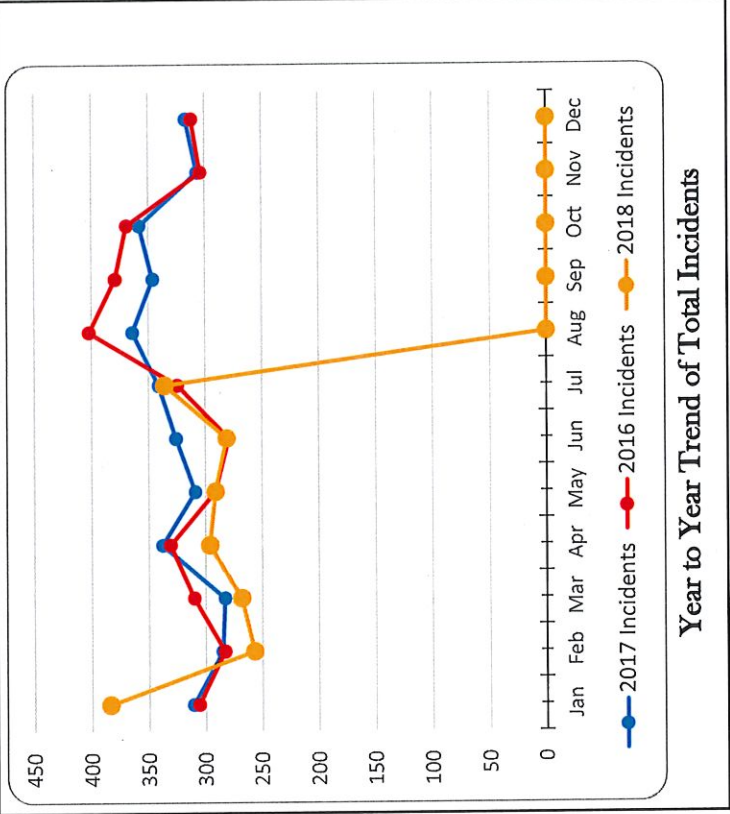
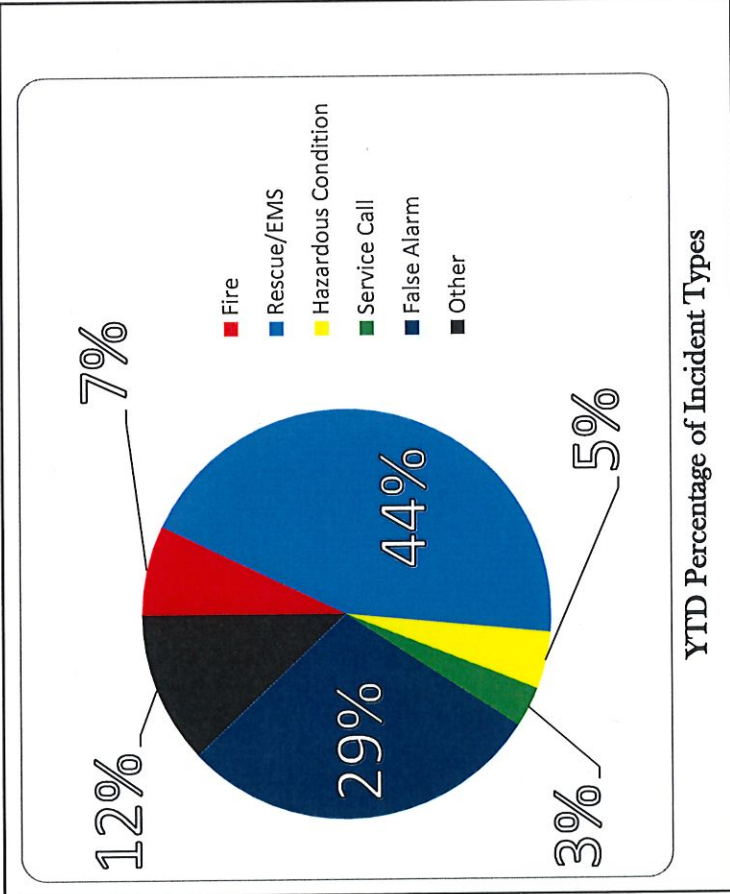
# BLOOMINGTON



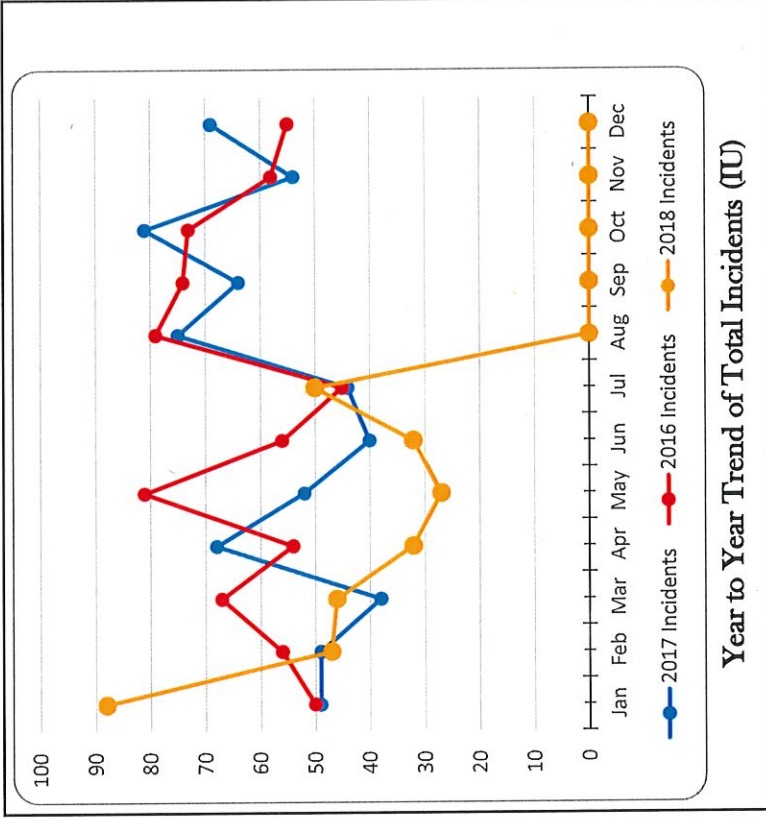
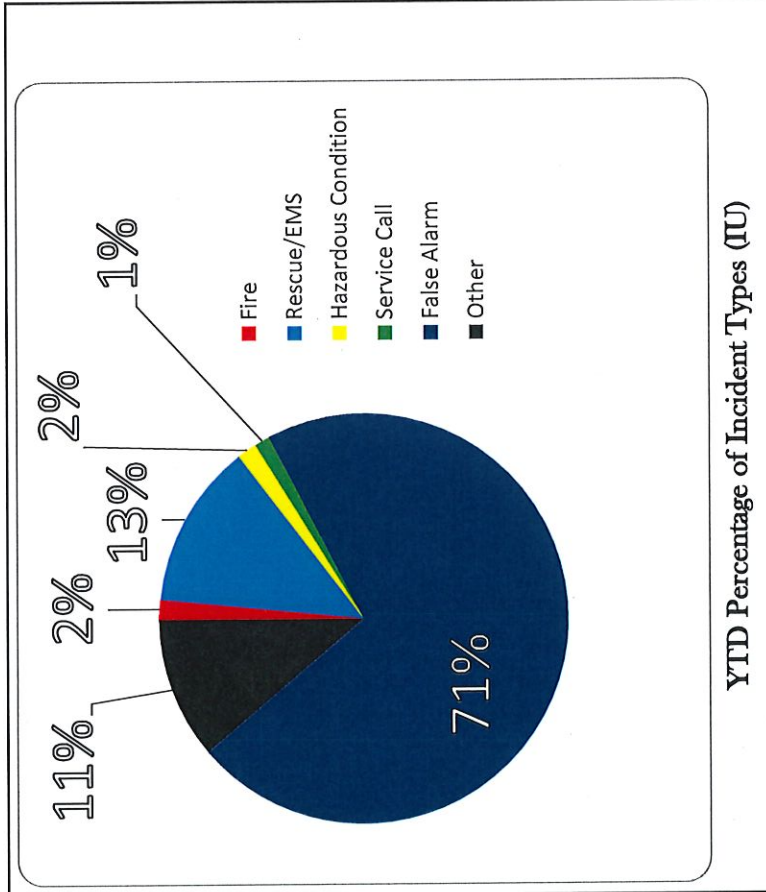
*Established  
February 17, 1900*

August 2018

# Operational Statistics

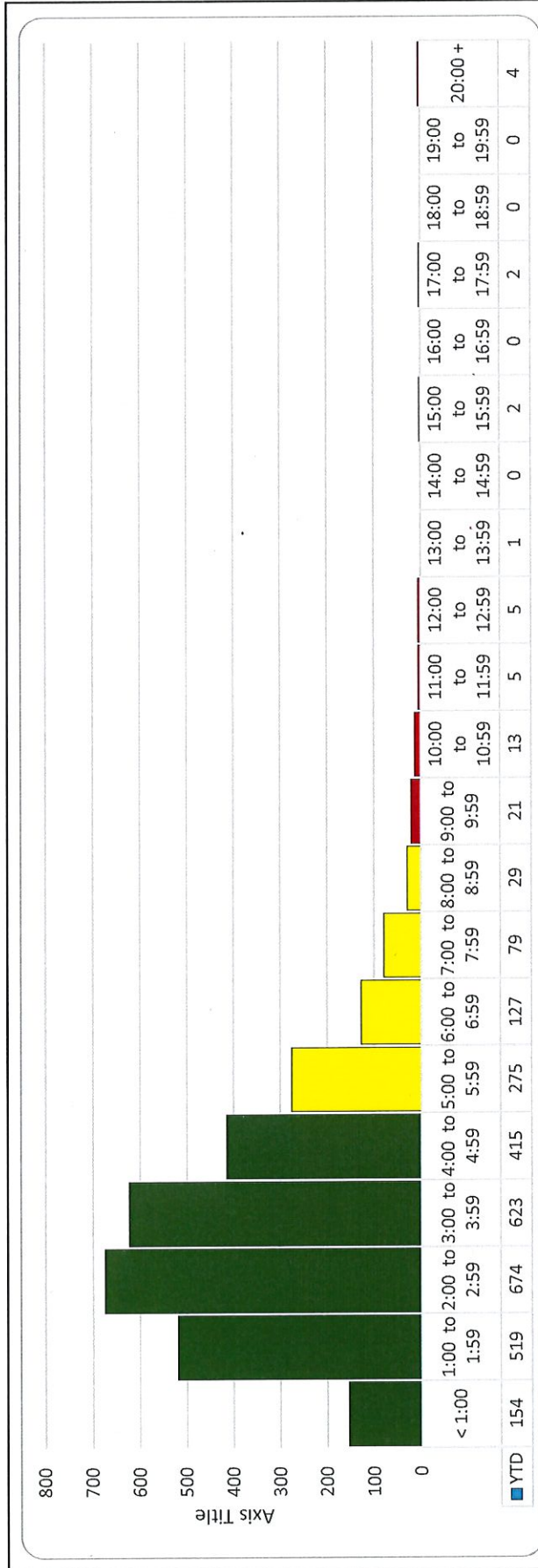


## Operational Statistics (Cont)



Major / Significant Incidents During Month	
	Structure Fire - 715 and 717 North Maple

# Response Times / Goals



## YTD Response Times Incidents within COB Limits

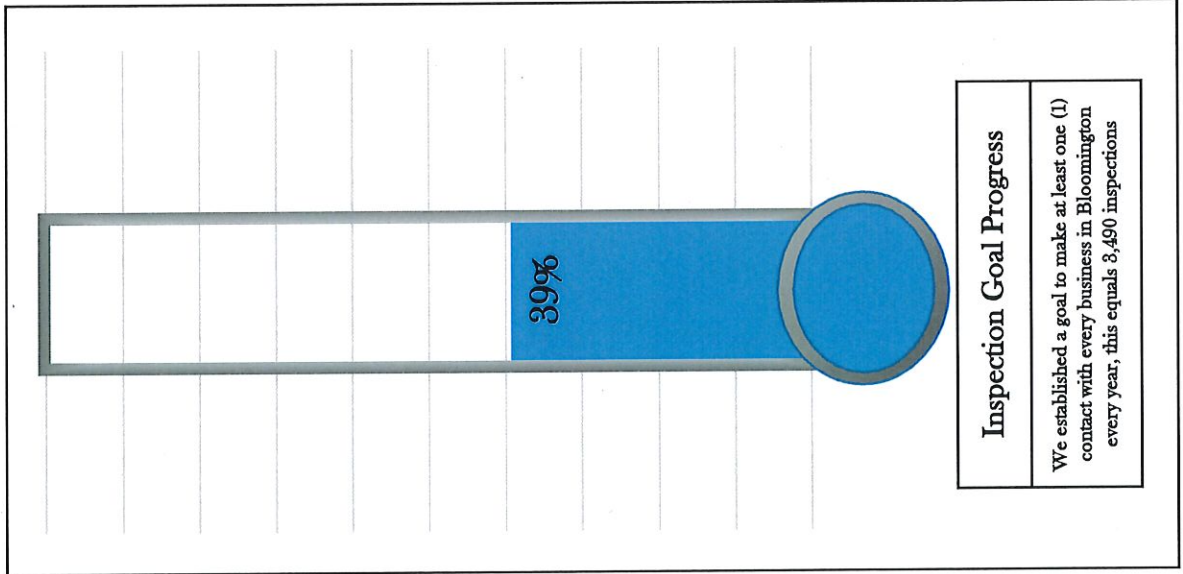
**Our Goal is to be on scene within 4 minutes 80% of the time**

**We are on scene within 4 minutes 81% of our incidents within City Limits**

**We are on scene within 8 minutes 98% of our incidents within City Limits**

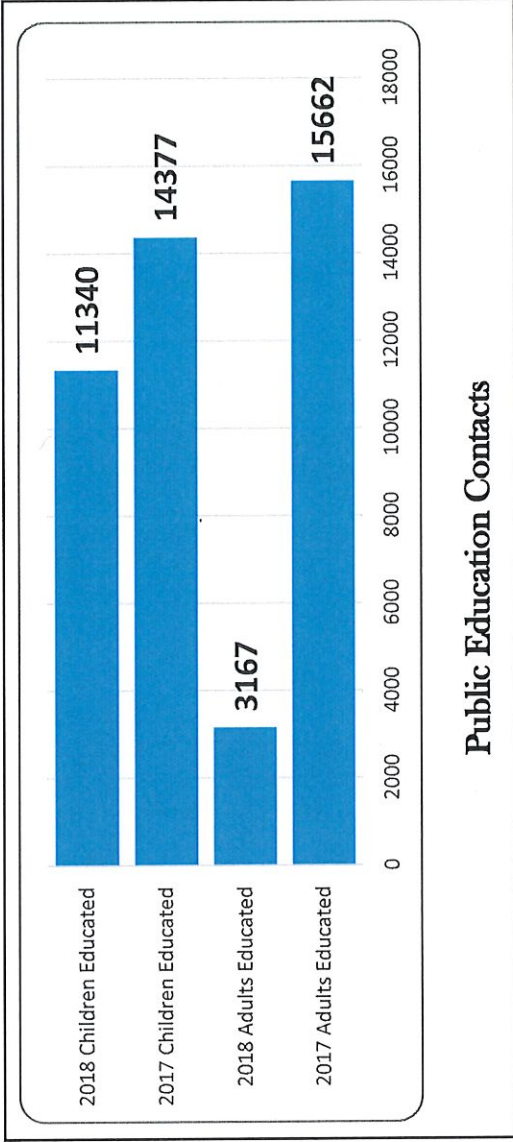
**Our Goal is to be on scene within 8 minutes 98% of the time**

# Prevention and Public Engagement Statistics

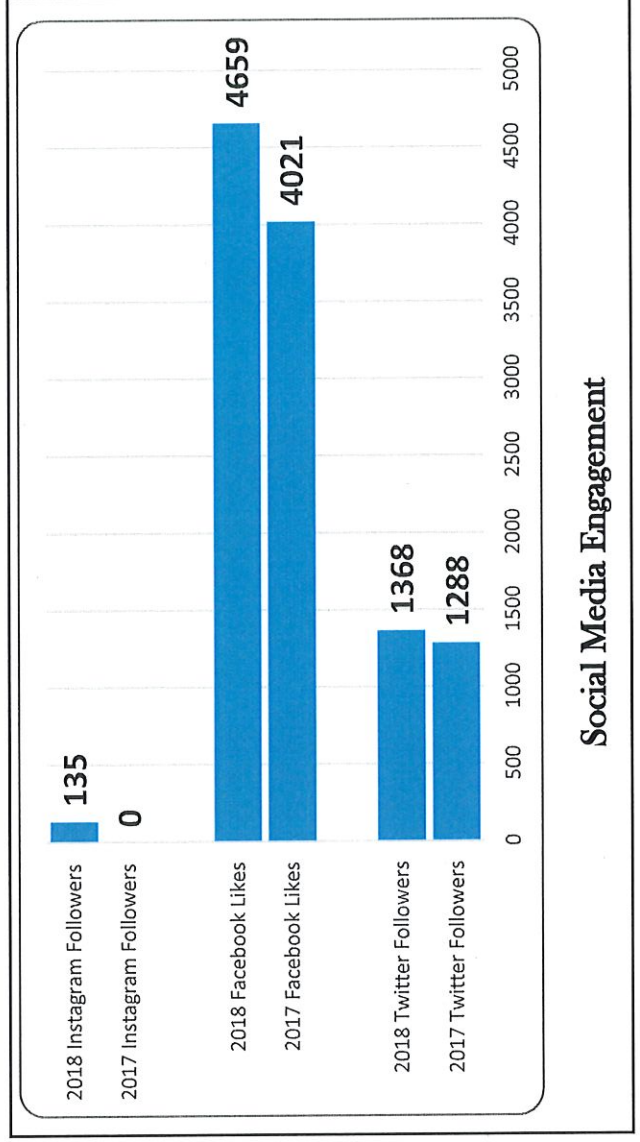


## Inspection Goal Progress

We established a goal to make at least one (1) contact with every business in Bloomington every year, this equals 8,490 inspections

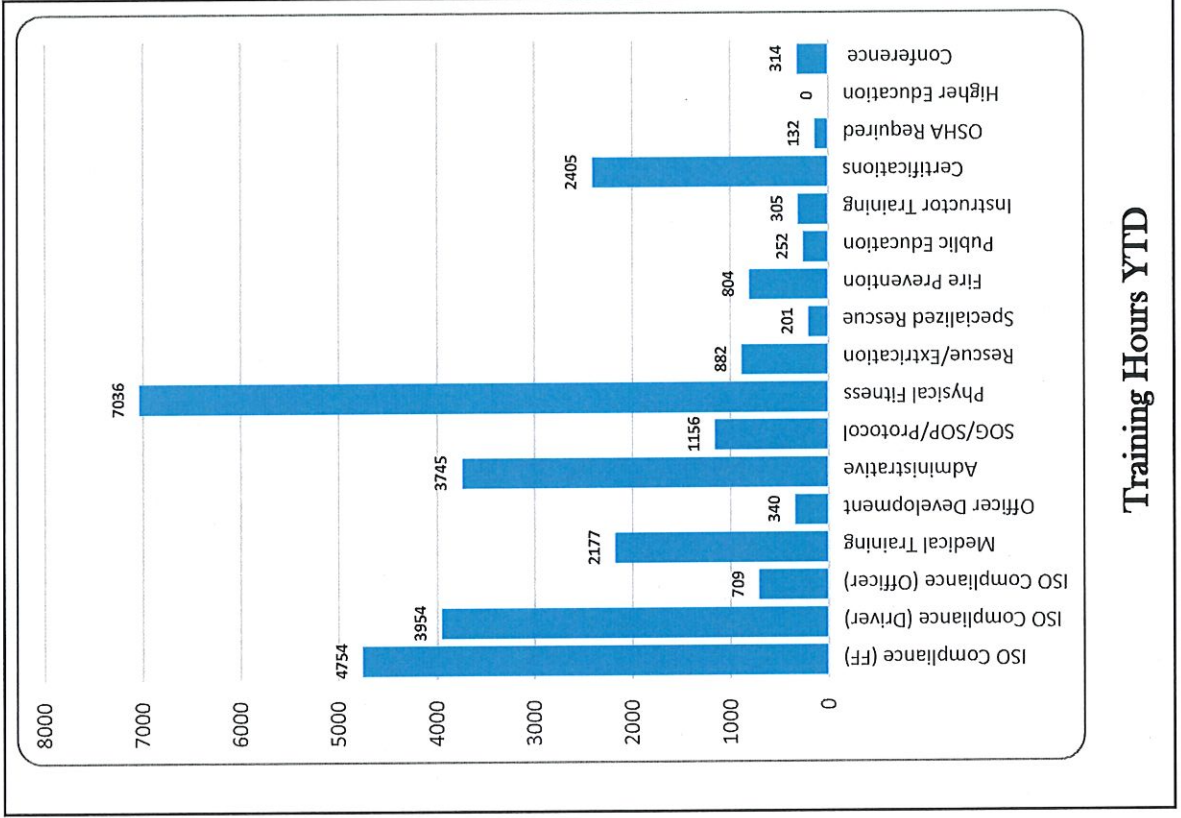
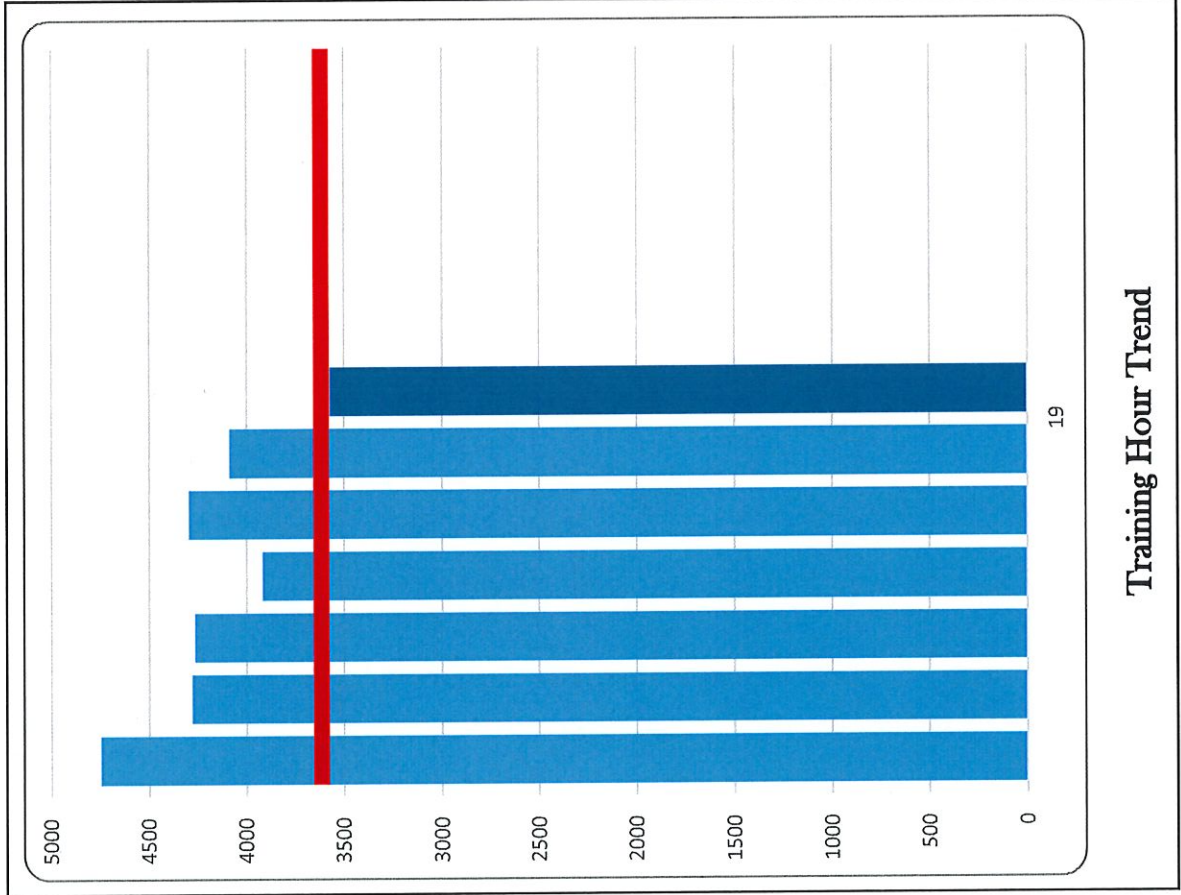


## Public Education Contacts



## Social Media Engagement

# Training and Education



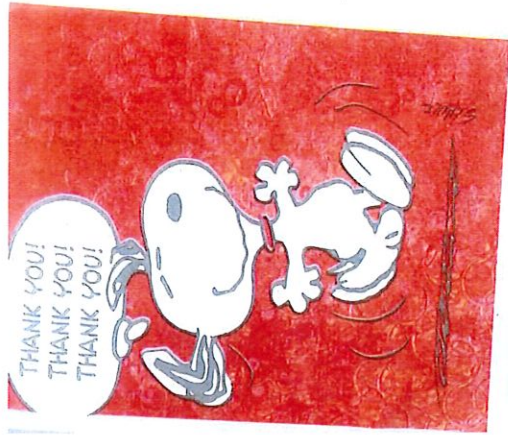
*Letters Of Appreciation*



*Commendation*



## Letters of Appreciation / Commendation



Chris Moore,

Thank you for allowing me  
to ride in engine 4 in the fourth  
of July parade!

Your friend,  
Luke



PAYROLL

ANY QUESTIONS?