

AGREEMENT

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

And

**POLICE BENEVOLENT AND PROTECTIVE
ASSOCIATION**

MAY 1, 2011- APRIL 30, 2014

AGREEMENT	1
ARTICLE 1 RECOGNITION	2
Section 1.1 Representation and Bargaining Unit.	2
Section 1.2 Seniority.	2
ARTICLE 2 UNION SECURITY	3
Section 2.1 Dues Check Off.	3
Section 2.2 Fair Share.....	4
Section 2.3 Indemnification.	5
Section 2.4 Duty to Defend.....	5
ARTICLE 3 GRIEVANCE PROCEDURE	7
Section 3.1 Time Limit for Filing.	7
Section 3.2 Definition and Procedure.	8
Section 3.3 Arbitration.	8
Section 3.4 Authority of Arbitrator.....	9
Section 3.5 Expenses of Arbitration.....	10
Section 3.6 Employee Rights.	10
ARTICLE 4 NO STRIKE AND NO LOCKOUT	11
Section 4.1 No Strike.....	11
Section 4.2 No Lockout.	11
ARTICLE 5 DISCIPLINE	11
Section 5.1 Standards of Discipline.	11
Section 5.2 Grievance Procedure.....	12
Section 5.3 Authority of Chief of Police.....	12
Section 5.4 Conduct of Investigations.	13
Section 5.5 Limitation on Use of File Material.....	16
Section 5.6 Administrative Reassignment.	16
Section 5.7 Administrative Leave for Critical Incidents.	16
Section 5.8 Photo Dissemination.....	17
Section 5.9 Polygraph or Chemical Tests.....	17
Section 5.10 Compulsion of Testimony.	18
Section 5.11 Disclosure.....	18
Section 5.12 Notification.....	18
Section 5.13 Fraternalization with Subordinates.	19
Section 5.14 Alcohol and/or Illegal Drug Policy-Prohibitions.....	19
Section 5.15 Drug and Alcohol Testing Permitted.	20
Section 5.16 Order to Submit to Testing.....	20
Section 5.17 Tests to be Conducted.....	21
Section 5.18 Right to Contest.....	24
Section 5.19 Voluntary Requests for Assistance.	24

Section 5.20 Discipline.....	25
Section 5.21 Fitness for Duty.....	27
Section 5.22 Confidentiality of Employee Assistance Program.....	27
Section 5.23 Felony Indictment.....	28
ARTICLE 6 HOURS OF WORK AND OVERTIME	30
Section 6.1 Regular Workday and Workweek.....	30
Section 6.2 Shift Assignments.....	30
Section 6.3 Breaks.....	32
Section 6.4 Overtime.....	32
Section 6.5 Call Back.....	34
Section 6.6 No Pyramiding.....	34
Section 6.7 Training Time.....	34
Section 6.8 Acting Pay.....	37
Section 6.9 Volunteers.....	38
Section 6.10 Court Time Overtime.....	38
Section 6.11 Temporary or Emergency Situations.....	39
Section 6.12 Outside Employment.....	39
Section 6.13 Field Training Supervisor.....	41
Section 6.14 New Positions.....	41
ARTICLE 7 WAGES.....	41
Section 7.1 Wages.....	41
Section 7.2 Payment in Lieu of Holiday Pay.....	43
ARTICLE 8 VACATION.....	43
ARTICLE 9 LEAVES.....	44
Section 9.1 Emergency Leave.....	44
Section 9.2 Personal Convenience Days.....	44
Section 9.3 Sick Leave.....	44
Section 9.4 Jury Duty.....	48
Section 9.5 Court Days.....	48
Section 9.6 Disciplinary Leave.....	49
Section 9.7 Convention Leave.....	49
Section 9.8 Other Leaves of Absence.....	49
ARTICLE 10 UNIFORMS AND CLOTHING	50
Section 10.1 Uniforms.....	50
Section 10.2 Clothing Allowance.....	50
ARTICLE 11 FRINGE BENEFITS	50
Section 11.1 Physical Fitness Incentive.....	50
Section 11.2 Group Health Insurance.....	51
Section 11.3 Health Insurance Committee.....	53
Section 11.4 Tuition Reimbursement.....	54

Section 11.5 Damaged Personal Property.....	55
Section 11.6 Survivor's Benefit.....	55
Section 11.7 Mileage Reimbursement.....	56
Section 11.8 Professional Fees and Subscriptions.....	56
Section 11.9 ICMA Retirement Corporation.....	56
Section 11.10 Transfer of Firearm Upon Retirement.....	57
Section 11.11 Other Fringe Benefits.....	57
ARTICLE 12 MEETINGS BETWEEN THE PARTIES.....	57
ARTICLE 13 MANAGEMENT RIGHTS.....	57
ARTICLE 14 ASSOCIATION RIGHTS.....	58
Section 14.1 Union Security.....	58
Section 14.2 Retaliatory Actions Prohibited.....	58
Section 14.3 Notice of Policy Change.....	59
Section 14.4 Right to Data.....	59
ARTICLE 15 EMPLOYEE SAFETY.....	60
Section 15.1 Unsafe Equipment.....	60
Section 15.2 Parking Lot Safety.....	60
Section 15.3 HIV.....	60
Section 15.4 Violence Prevention Initiative.....	60
Section 15.5 Safety Equipment.....	61
Section 15.6 Inoculations.....	61
Section 15.7 Decontamination.....	61
ARTICLE 16 LIEUTENANT PROMOTIONAL PROCESS.....	62
Section 16.1 Jurisdiction.....	62
Section 16.2 Eligibility.....	62
Section 16.3 Promotional List.....	62
Section 16.4 Process.....	63
Section 16.5 Command Preference Points.....	64
Section 16.6 Test Material.....	64
Section 16.7 Time Line for Promotional Procedure.....	65
Section 16.8 Emergency Situations.....	65
Section 16.9 Assessment Exercises.....	66
Section 16.10 Overtime for Testing.....	66
Section 16.11 Monitors for Exams.....	66
Section 16.12 Rule of Three.....	67
ARTICLE 17 SAVINGS/CONFLICTS.....	67
Section 17.1 Savings.....	67
Section 17.2 Conflicts.....	68
ARTICLE 18 TERM OF AGREEMENT.....	68
ARTICLE 19 DROP PLAN.....	69

ARTICLE 20 MANAGED COMPETITION	69
ARTICLE 21 ENTIRE AGREEMENT.....	70
APPENDIX A - Re: Parking	72
APPENDIX B - Re: Administrative Lieutenant	73
APPENDIX C - Re: Outside Employment	74
APPENDIX D - Re: Professional Standards Lieutenant	75
APPENDIX E - Re: Court Sergeant	76
APPENDIX F - SOP Administrative Reassignment.....	77
APPENDIX G - Re: Straight Time.....	81
APPENDIX H – Wage Table Effective May 1, 2011	85
APPENDIX I – Wage Table Effective November 1, 2011	86
APPENDIX J – Wage Table Effective May 1, 2012	87
APPENDIX K – Wage Table Effective November 1, 2012	88
APPENDIX L – Wage Table Effective May 1, 2013	89
APPENDIX M – Wage Table Effective November 1, 2013	90
GLOSSARY	91

AGREEMENT

This Agreement is made and entered into between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and the POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION LABOR COMMITTEE (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and its employees; aid toward the economical and sufficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievance; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the Constitutions

and laws of the State of Illinois, and Ordinances of the City of Bloomington.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1 Representation and Bargaining Unit.

The City recognizes the Union as the sole and exclusive bargaining agent for all employees employed by the City in the rank of Sergeant or Lieutenant.

Section 1.2 Seniority.

The City shall maintain a seniority list noting the date of promotion and current classification for each bargaining unit employee. The Union shall be provided a new list upon request. Any objection or change to be made to the seniority roster shall be made in writing to the other party within fifteen (15) days of the date of deliverance of the seniority roster or the roster shall stand approved as delivered.

Seniority shall be computed from the date of promotion within the Department. In the event that more than one (1) person is promoted on the same day, the person occupying the higher position on the original promotional list shall have the seniority.

Any employees laid off shall be laid off in inverse order of seniority in the Department. Employees so laid off shall be recalled in order of seniority.

The seniority list shall also be utilized in reverse order when an employee is forced to fill a supervisory vacancy within the department.

ARTICLE 2 UNION SECURITY

Section 2.1 Dues Check Off.

Upon receipt of a signed authorization in the form set forth herein, the City will deduct from the pay of an employee in the manner and amount set forth in the authorization card set forth below.

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: CITY OF BLOOMINGTON, ILLINOIS

I hereby request and authorize you to deduct from my earnings the monthly Union membership dues established by the Policemen's Benevolent Labor Committee.

I authorize and direct you to deduct one-half of said membership dues from each of my bi-weekly paychecks each month after the date this assignment is delivered to you and to remit same to the Treasurer of Unit No. 21.

This Agreement, authorization, and direction shall become operative on the date it is delivered to you and may be revoked in writing at any time.

Name _____ Date _____

Section 2.2 Fair Share.

Employees who are not members of the Union shall be required to pay in lieu of dues their proportionate fair share, in accordance with Section 3(g) of the Illinois Public Labor Relations Act, of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. The fair share payment, as certified by the Union, shall be deducted by the City from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Association members. Employees who are members of the Association who later become non-members of the Association shall also be subject to the terms of this provision.

The Union assures the City that any objections made to it regarding payment of employee's fair share will be handled in a

manner which complies with relevant constitutional procedures set out in Hudson v Chicago Teachers Union, Local 1.

Section 2.3 Indemnification.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City as they relate specifically to this Article, Section 2.1 Dues Check Off and Section 2.2 Fair Share.

Section 2.4 Duty to Defend.

The parties agree to abide by the requirements of 65 ILCS 5/1-4-6. When an employee is served with process or otherwise receives legal notice that he is being sued for actions and/or omissions taken by the employee in the course of his employment, the employee shall give notice to the City of the lawsuit as set forth in such statute. The City shall furnish legal counsel to defend the employee and shall pay the costs and fees of such counsel. Employees that have retired, resigned, taken a leave of absence, are on light duty, medical leave, are on suspension or administrative leave shall enjoy this benefit with functionality equal to an active City employee.

In cases where there is the probability of a judgment rendered against the employee which would be in excess of the indemnification limits of Section 5/1-4-6 or of any applicable

insurance policies covering such employee, or in cases where there is the probability of a judgment of punitive damages against the employee, the employee shall be entitled to choose counsel from a list of attorneys competent in the area of tort or civil rights defense law. The attorneys on such list shall have been mutually agreed to by the Union and the City.

In all other cases (that is, in cases where the probability of a judgment against the employee in excess of the statutory or insurance policy limits is low or in cases where the probability of judgment of punitive damages against the employee is low), the City or the agent of the City shall furnish counsel of the City's choosing or of the City's agent's choosing. If the City and the employee do not agree on the probability of a judgment against the employee in excess of the statutory or insurance policy limits or on the probability of a punitive judgment against the employee, the employee and the City shall select a mutually agreeable third party who shall decide the appropriateness of the choice of counsel as soon as reasonably practicable. During the pendency of such decision, the City shall be under a duty to provide counsel to take appropriate actions in court to prevent the entry of a default judgment against the employee.

Counsel shall be provided to the employee through all stages of litigation as set forth above, up to and including the

conclusion of a single appeal. The City will not be obligated to provide counsel after the conclusion of a single appeal, unless the appeal results in a remand which requires a new trial, in which case counsel shall continue to be furnished during the pendency of the new trial and any single appeal following the second trial.

ARTICLE 3 GRIEVANCE PROCEDURE

Section 3.1 Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted within ten (10) days after the occurrence of the event giving rise to the grievance or within ten (10) days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step.

Section 3.2 Definition and Procedure.

A grievance is a dispute or difference of opinion raised by one (1) or more employees against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

STEP 1: Any employee, who has a grievance, shall submit it in writing to the Chief of Police or his designee. The Chief of Police shall give his written answer within five (5) days after such presentation.

STEP 2: If the grievance is not settled in Step 1 and the employee desires to appeal, it shall be referred by the elected representatives of the bargaining unit in writing to the Human Resources Director within five (5) days after the Chief of Police's answer in Step 1. A meeting between the Human Resources Director, the Chief of Police and the elected representatives of the Union shall be held within five (5) days. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director and the Union's elected representatives. If no settlement is reached, the Human Resources Director shall give the City's written answer to the Union's elected representatives within five (5) days following the meeting.

Section 3.3 Arbitration.

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to

arbitration within five (5) days after receipt of the City's answer in Step 2. The parties shall attempt to agree upon an arbitrator within five (5) days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to alternately strike two (2) names from the panel one (1) at a time. The party requesting arbitration shall make the first strike. The remaining person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place for the arbitration meeting, subject to the availability of the City and Union representatives.

Section 3.4 Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the Union's elected representatives and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and

regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section 3.5 Expenses of Arbitration.

The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union, provided however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 3.6 Employee Rights.

Nothing in this Agreement prevents an employee from presenting a grievance to the City and having the grievance heard and settled without the intervention of the Union; provided that the Union is afforded the opportunity to be present at such conferences and that any settlement made shall not be inconsistent with the terms of an Agreement in effect between the City and the Union. Nothing herein shall be construed to limit the Union's right to exercise its discretion to refuse to process employee grievances which it believes not to be meritorious.

ARTICLE 4 NO STRIKE AND NO LOCKOUT

Section 4.1 No Strike.

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be disciplined by the City up to and including discharge.

Section 4.2 No Lockout.

The City will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 DISCIPLINE

Section 5.1 Standards of Discipline.

a) All disciplinary action against employees shall be carried out in accordance with department rules, regulations, orders, policies, procedures, City ordinances or State laws governing the investigation and discipline of peace officers.

b) The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination/demotion, depending on the seriousness of the incident. A suspension will

be upheld unless it is arbitrary, unreasonable or unrelated to the needs of the service. A termination/demotion will be upheld if a substantial shortcoming of the employee is proved, which is defined as that which renders the employee's continuance in office in some way detrimental to the discipline and efficiency of the service and which the law and sound public opinion recognize as good cause for his no longer holding the position. No non-probationary employee shall be disciplined without just cause.

Section 5.2 Grievance Procedure.

a) Disciplinary charges seeking an employee's termination/demotion or suspension shall be subject to the jurisdiction of the grievance procedure hereof. Disciplinary grievances shall be filed at Step 2 of Article 3, Section 3.2 of this Agreement.

b) An employee shall have ten (10) days from written service of charges upon an officer to file a grievance.

Section 5.3 Authority of Chief of Police.

The Chief of Police shall have the exclusive authority to suspend officers for a period of up to thirty (30) days. The Chief of Police shall have the authority to suspend in excess of thirty (30) days or to terminate/demote, subject to review by the arbitrator selected pursuant to Article 3, Section 3.3 hereof. The parties to this Agreement will mutually agree on expedited procedures for

the selection of an arbitrator in cases of suspensions in excess of thirty (30) days or termination/demotion when the officer subject to suspension or termination/demotion chooses to use the arbitration process. The Chief of Police may suspend an employee with or without pay pending the imposition of a suspension in excess of thirty (30) days or termination/demotion by the arbitrator. Nothing in this Article shall be interpreted as prohibiting the grievance arbitrator from terminating/demoting an employee even though the recommendation of the Chief is for suspension only.

Section 5.4 Conduct of Investigations.

Investigations shall be conducted in accordance with the provisions of the Uniform Peace Officers Disciplinary Act. Employees shall be informed in writing of their rights under said Act and of their constitutional rights as dictated by current decisions of the U. S. Supreme Court prior to any interrogation. From the date an employee is notified of an investigation the department will, every thirty (30) days, give a written status report to the employee.

a) The City shall determine that an investigation will not be conducted if an investigation was previously conducted based on identical allegations and when there is no reasonable likelihood that new information is available regarding the allegations.

b) Anonymous complaints shall not normally be made the subject of a formal inquiry or internal investigation.

c) Unless specifically authorized in writing by the City Manager, no complaint of misconduct or allegation of any misconduct concerning any incident or event which occurred five (5) years prior to the date the complaint or allegation became known to the department shall be made the subject of an investigation or informal inquiry.

d) Any internal investigation or informal inquiry shall be completed in a reasonable period of time. The parties herein agree a reasonable period of time shall be deemed to be no longer than 180 days after the receipt of the complaint. Mutual agreements for extensions will be allowed if the City can show due diligence in the processing of the investigation. Nothing in this section shall apply to any investigation of allegations of criminal wrongdoing by an employee.

e) At least seventy two (72) hours prior to the interrogation of an employee, the employee shall be informed, in writing, of the name of the person conducting the investigation.

f) Disciplinary action based on the complaint shall be commenced no later than forty-five (45) days after completion of the investigation.

g) The employee shall be notified, in writing, of the findings of the investigation or informal inquiry within fifteen (15) days after the completion of the investigation.

h) The provisions of 50 ILCS 725/1 et. seq. shall apply to all disciplinary investigations of conduct of an employee except to the extent to which the provisions of this Agreement provide specifically to the contrary.

i) Nothing in this section shall apply to questions from a superior officer in the course of performing his normal day-to-day supervisory duties.

j) Employees may conduct an investigation into other members of the bargaining unit, however, an employee who is asked to conduct such an investigation may be excused from such duty assignment upon showing reasonable cause.

k) Employees shall be notified of all exculpatory evidence known to the City within a reasonable time of its discovery by the person conducting the investigation on behalf on the City.

l) The City shall notify the Union of any books, papers, documents, charts, logs, handwritten logs, memoranda, photographs, or tangible objects which the City or its agents intends to use in any disciplinary hearing upon appropriate request by the employee or the employee's representative.

m) There shall be no off-the-record questions asked of the member during a formal interrogation.

Section 5.5 Limitation on Use of File Material.

Any record of reprimand may be used for a period of time not to exceed three (3) years (five (5) in the case of vehicle use violations) from the date the discipline is entered in the employee's permanent record and shall thereafter not be used to support or as evidence of adverse employment action, contingent on the employee having no other disciplinary actions during that period of time. If an employee is subjected to discipline within such period, all records of discipline in the employee's file shall be permitted to be used to support or as evidence of adverse employment action an additional five (5) years.

Section 5.6 Administrative Reassignment.

The City and the PBPALC recognize that the City has the right to place an employee on forced administrative reassignment under Bloomington Police Department SOP 4.11 found in Appendix F of this agreement.

Section 5.7 Administrative Leave for Critical Incidents.

An officer involved in any incident in which the officer causes serious bodily injury or death, or is involved in any other serious incident as determined by the Chief to be of like or similar nature

may, at the discretion of the Chief of Police, be placed on paid administrative leave with no diminution of benefits.

Section 5.8 Photo Dissemination.

Subject to the Illinois Freedom of Information Act, no photograph of an employee shall be made available to the media without the express written consent from said employee.

Section 5.9 Polygraph or Chemical Tests.

No employee shall be disciplined for refusing to submit to a polygraph test, or any other test questioning by means of chemical substance. Any polygraph or chemical test that an employee does submit to shall be completely voluntary. The results of the polygraph exam or chemical exam voluntarily submitted to by an employee shall not be admissible as evidence in proceedings before the BFPC or an arbitrator, unless written consent is obtained from the Union's legal counsel. The preceding sentence shall not be interpreted as prohibiting the admission of statements made by the employee to a polygraph examiner during the course of an examination. The accused officer and/or the Union's legal counsel will be provided with a copy of any test results at no expense.

Section 5.10 Compulsion of Testimony.

The City shall not compel a bargaining unit employee to speak or testify before, or to be questioned by a citizen review board or similar entity relating to any matter or issue.

Section 5.11 Disclosure.

Employees shall not be required to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household), except for Ethics Statements legally required to be filed and formal investigations under the Police Officers' Disciplinary Act. The parties agree that disclosure of such personal information known to the Department via any means shall not be made available for public inspection or disclosure. The parties agree that such disclosure would be an unwarranted invasion of the personal privacy of employees otherwise intended to be exempt from any state or local freedom of information statute, ordinance or executive order.

Section 5.12 Notification.

In the event the City or the Department receives a subpoena requiring the inspection, tender or submission of personnel, training, evaluative, disciplinary or investigative records and/or files (other than Grand Jury subpoena which would specifically preclude disclosure) the City will notify the affected employee

within forty eight (48) hours of the presence of the subpoena. The City further agrees to provide the affected employee with a copy of said subpoena upon initial notification.

Section 5.13 Fraternalization with Subordinates.

Fraternalization with patrol officers on or off duty shall not, in and of itself, be grounds for disciplinary action.

Section 5.14 Alcohol and/or Illegal Drug Policy-Prohibitions.

It is the policy of the City that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City has the right to expect their employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as to not violate any established rights of employees. Employees shall be prohibited from:

- a) Consuming or possessing alcohol at any time during the workday or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business, unless such consumption or possession of alcohol is performed in the course of his official duties;
- b) illegally possessing, selling, purchasing, consuming or delivering any illegal drug at any time, provided that employees may purchase, possess, or deliver illegal drugs in the course of their official duties;

- c) being under the influence of alcohol or having a concentration of alcohol greater than .00 based upon the grams of alcohol per 100 milliliters of blood during the course of the workday or when reporting for scheduled work;
- d) being under the influence of alcohol or having a concentration of alcohol of .04 or more based upon the grams of alcohol per 100 milliliters of blood when recalled or ordered into work;
- e) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 5.15 Drug and Alcohol Testing Permitted.

Where the City has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs or has alcohol or illegal drugs in their bloodstream during the course of the workday, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. A supervisor must document his reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 5.20 below.

Section 5.16 Order to Submit to Testing.

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee

with a written notice of the order, setting forth objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted the opportunity to consult with a representative of the Union at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have. In cases where an employee is recalled or ordered into work, and he believes there is a possibility that his blood alcohol content is in excess of the permissible levels he may request to take a breath test without any repercussions.

Section 5.17 Tests to be Conducted.

In conducting the testing authorized by this Agreement, the City shall:

- a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- b) insure that the laboratory or facility selected conforms to all NIDA standards;

- c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- d) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- e) collect samples in such a manner as to preserve the individual officer's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate accepted method that provides quantitative data about the detected drug or drug metabolites;
- g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Human Resources Director within seventy-two (72) hours of receiving the results of the tests and provides a written copy

of the subsequent test results to the Human Resources Director;

- h) require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or form adverse to the employee's interests;
- i) require that with regard to alcohol testing, test results that show an alcohol concentration of .01 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (applies in situations covered by Section 5.14 (c); in cases covered by Section 5.14 (d), test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive);
- j) provide documentation of a positive test result to the officer including a copy of all information and reports received by the City in connection with the testing and the results;
- k) insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 5.18 Right to Contest.

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Union.

Section 5.19 Voluntary Requests for Assistance.

The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, solely by reason of such seeking of treatment, counseling or other support, other than the City may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The City shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the City shall not be used in any manner

adverse to the employee's interests, except reassignment as described above.

Section 5.20 Discipline.

Employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City by reason of seeking such assistance. Employees ordered to submit to drug or alcohol testing under this article who test positive on both the initial and the confirmatory test for drugs or are found to be under the influence of alcohol may be disciplined up to and including discharge. If such employee is not discharged, his continued employment is conditioned upon:

- a) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b) the employee discontinues his use of illegal drugs or abuse of alcohol;
- c) the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- d) the employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. When an employee voluntarily submits to treatment for alcohol or drug abuse, any discipline imposed upon such officer shall not be increased or imposed solely due to the employee's submission to such treatment. Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable police duties.

Section 5.21 Fitness for Duty.

No employee shall be requested or required to undergo physiological, psychiatric or psychological testing unless the Chief of Police has reasonable cause to believe the employee is unfit for duty. The basis for reasonable cause shall be set forth in writing to the employee at the time the employee is ordered to undergo such testing. Employees shall have the right to Union representation when being informed of the need for testing, and shall have the right to secure similar testing, at their own expense, from licensed psychiatrists, psychologists or physicians of their own choosing. The City recognizes the employee's right to privacy and agrees that any information obtained pursuant to this section shall be maintained in the strictest of confidence. Any and all information, reports and opinions that are provided to the City as a result of such tests shall be provided, in full, to the employee.

Section 5.22 Confidentiality of Employee Assistance Program.

The City agrees that any communication whether verbal, written, electronic or otherwise, made by an employee to any counselor or employee of the EAP, peer counselor or PATH counselor, shall be confidential and privileged. Such communications shall be protected from disclosure unless disclosure of communication regarding eminent danger is legally required. Information about an employee participating in the EAP

program will not be disclosed to anyone without written permission from the employee. The employee's job security and promotional opportunities will not be jeopardized solely by participating in the EAP program or programs referred to by the EAP program.

Section 5.23 Felony Indictment.

When an employee is arrested for or charged with a criminal offense or when a domestic violence order of protection that includes a firearms prohibition is issued against an employee, the employee will be immediately placed on administrative leave with pay unless the employee has been formally charged in court with a felony, in which case the administrative leave shall be without pay.

When a domestic violence order of protection that includes a firearm prohibition is issued against an employee as a result of an emergency or interim hearing and the employee has not been formally charged in court with felony, the employee will be immediately placed on administrative leave with pay, or at the Chief's discretion, on restricted duty with police powers suspended for a period of up to ninety (90) calendar days pending a plenary hearing or the dismissal of the order of protection, whichever occurs first.

When an officer is formally charged with a felony and such charge results in anything other than a finding of guilty, the City shall make the officer whole for any regular wages, accrued benefits and seniority forfeited between the time the officer was placed on Administrative leave without pay and the time of the ruling and/or decision by the court or the State's Attorney. It is understood that any disciplinary suspension or termination related to the criminal offense or felony charge is subject to the grievance procedure, and that the determination of any forfeited compensation, if any, will be based on the settlement of the grievance or the decision of the labor arbitrator.

The City shall promptly investigate the incident consistent with the City's policy of not interfering with a criminal investigation. In the event that criminal charges are filed by indictment or information, or in the event a domestic violence order of protection that includes a firearms prohibition is entered or continued after a plenary hearing at which the employee had the opportunity to appear, the employee will be carried on administrative leave without pay, (1) pending resolution of the criminal charge; (2) a determination by the City that, because of the nature of the charges, the employee may be returned to full or restricted duty during the pendency of the charges; or (3)

termination of an order of protection that includes a firearms prohibition.

Time on such administrative leave without pay shall not be considered discipline, but the City shall credit such time on administrative leave without pay against any suspension that might subsequently be entered against the employee for that incident.

ARTICLE 6 HOURS OF WORK AND OVERTIME

Section 6.1 Regular Workday and Workweek.

Definition. The regular workday shall be eight (8) hours of work within a twenty-four (24) hour period and shall commence when an employee is scheduled to start work. The regular workweek shall be forty (40) hours per week and shall commence with the employee's first regular workday commencing on or after Sunday of each week.

Section 6.2 Shift Assignments.

- (a) Annual Scheduling. For a period of fifteen (15) days, beginning November 10th of each calendar year, the Chief of Police shall post a list of shift assignments available to the Sergeants of the Patrol Division and a separate list for Lieutenants of the Patrol Division. Said assignments shall be chosen by seniority in rank during said fifteen (15) day period. The new schedule shall be implemented beginning the last week of the current year and the first week of the coming calendar year. During such two (2) week period

(which is a transition period), Sergeants or Lieutenants may be assigned different days off from those bid. In no event shall a Sergeant or Lieutenant work more than five (5) consecutive days without payment of overtime. Sergeants and Lieutenants are not guaranteed of two (2) consecutive days off during the transition period.

- (b) Vacancies. In the event of a vacancy in the patrol division during the year, in a reasonable period of time, the Chief of Police will post the vacancy for a period of ten (10) days. During the period of time which the vacancy is posted, employees may bid for the vacancy based on seniority in rank. The Chief of Police shall attempt to give notice of the vacancy to any member of the bargaining unit not scheduled to work during such ten (10) day period. Notice may be given by making in person contact via the telephone with the employee or by mailing a copy of the notice of vacancy by first class mail to the employee at his residence according to departmental records.

- (c) Training Assignments. There shall be no probationary period preceding permanent appointment to either the rank of Sergeant or Lieutenant. However, for training and evaluation purposes a candidate for promotion to the rank of sergeant will receive on-the-job training in the capacity of an acting sergeant for a period of not more than six months. At the end of the training period the Chief of Police shall determine whether to recommend to the Board of Fire and Police Commissioners that the candidate be permanently appointed to the position of sergeant or to recommend another candidate.

- (d) Special Assignments. The parties agree that a Sergeant or Lieutenant, based on specific articulable talents, may be temporarily reassigned to a special project by the Chief of Police. Reasonable efforts to minimize hardship(s) created by the reassignment shall be made whenever possible. No other employee shall be involuntarily reassigned as a result of the special project employee's shift change. The assignment of an employee to a special project shall not be done for punitive reasons or to circumvent the bidding process.

Section 6.3 Breaks.

For all employees promoted prior to February 22, 1996, meal breaks may be at their residence. For all employees promoted after February 22, 1996, all on-duty breaks must be taken within the corporate limits of the City of Bloomington, except that an employee on second shift living within the corporate limits of the Town of Normal, or on a lot which is adjacent to and contiguous with the corporate limits of the City of Bloomington, or on a lot which is unincorporated but inside the corporate limits of the City of Bloomington, shall be allowed to take his main meal break at his residence. For any employee who moves from his current residence as of May 1, 1999, all on-duty breaks must be taken within the corporate limits of the City of Bloomington.

Section 6.4 Overtime.

- (a) The term "authorized overtime" shall be defined as any hours worked by an employee in excess of eight (8) hours a

day, or in excess of forty (40) hours in a workweek as defined in Section 6.1 Regular Workday and Workweek where said employee is assigned or directed to perform such work by a supervisor.

(b) All authorized overtime worked by an employee shall either be paid at one and one-half (1-1/2) times the straight-time hourly rate for each overtime hour worked or be placed in the employee's compensatory time off bank as described below. All overtime will automatically be paid each pay period unless the officer notifies the Police Department that they would like to bank all or a specific portion of their overtime. Time placed in an employee's compensatory time off bank shall be calculated at one and one-half (1-1/2) times the overtime hours worked, and placed in their bank at straight-time hours to a maximum bank of one hundred twenty (120) straight time hours. Any overtime over the 120 hour straight time hour maximum on the last day of the month shall be sold first from the City overtime bank and then from the non-City entity bank, it will be paid out at their straight-time rate of pay. If an employee's time is sold from their compensatory time off bank, it will be paid out at their straight-time rate of pay. Officers are only allowed to utilize as compensatory time off up to forty (40) straight-time hours of compensatory time earned from hire-back work for a non-City entity (e.g., Wal-mart; Bloomington High School) per calendar year; the remaining hours earned from hire-back work for a non-City entity shall be paid to the employee. In no case will an officer be allowed to utilize compensatory time off from any source in excess of one hundred twenty (120) hours per calendar year.

(c) No employee covered by this agreement will be permitted to work any job in excess of sixteen (16) hours in any twenty-four (24) hour period or more than sixty-four (64) hours during any week unless authorized by the Chief of Police or

his designee. However, court time, police emergencies, or major criminal investigations shall not count in the computation of these overtime caps.

- (d) Should any provision of the Agreement be found by the United States Department of Labor, or a court of competent jurisdiction, to violate the provisions of the FLSA concerning the use of compensatory time off, then the provision(s) found to be violative of the FLSA relating to the use of compensatory time off in lieu of pay shall immediately sunset and thereafter be subject to renegotiation upon the request of either party.

Section 6.5 Call Back.

Employees who have completed their scheduled work period and who, after having left work, are called back to work on that day as authorized by the Chief of Police, or his designee, shall receive a minimum of two (2) hours work or two (2) hours pay at the appropriate rate.

Section 6.6 No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 6.7 Training Time.

- 1. Assigned by Supervisor:
 - (a) If a Sergeant or Lieutenant is assigned by a supervisor to attend training on his/her regular allowed leave day, he will be compensated as overtime in the manner provided in Section 6.4 Overtime.

- (b) If training occurs on a Sergeant's or Lieutenant's regularly scheduled workday, the supervisor has the option of making the training assignment the Sergeant's regular work assignment for that day or to require the Sergeant to work his regularly scheduled assignment in addition to attending training.
- (c) If a Sergeant or Lieutenant attends training as his regular duty assignment and is also required to work his regular duty assignment on the same day, he will be compensated as overtime in the manner provided in Section 6.4 Overtime.

2. Voluntarily Attended With Supervisor Approval:

If training is voluntarily attended with approval of the Sergeant's supervisor, it will be compensated as "Training Allowed Leave" (TAL) time and is to be taken during the pay period in which the training occurred. The Training Allowed Leave benefit time will be "mutually agreed upon" by the Sergeant and his/her supervisor. In order to arrive at a "mutually agreed upon" TAL, the supervisor will determine which dates during the pay period are sufficiently staffed to permit the Sergeant to take time off. The supervisor will provide the Sergeant those dates and allow the Sergeant to select his TAL. Once granted, the TAL is treated as a benefit day and will not be canceled except under emergency conditions. If there are days available within the pay period and the Sergeant fails to schedule a TAL, the TAL may be assigned by the supervisor. If there are no days available during

the pay period, any training attended in excess of the officer's eight (8) hour work day or forty (40) hour work week will be compensated as overtime in the manner provided in Section 6.4 Overtime.

If a Lieutenant voluntarily attends training with approval of his supervisor, it will be compensated as "Training Allowed Leave" (TAL) time and is to be taken at the Lieutenant's discretion during the pay period in which the training occurred.

If more than one staff officer from the same shift or division is scheduled for training on the same day, rank and seniority will determine who will be offered the choice of Training Allowed Leave time in lieu of working the regular duty assignment that day.

3. Voluntarily Attended Without Supervisor Approval:

If a Sergeant or Lieutenant attends training without supervisor approval no overtime will be paid, nor will a Training Allowed Leave (TAL) day be owed.

4. Special Supervisory Training:

In recognition of the exceptional hardships incurred while attending the ten-week School of Police Staff and Command, the City and the Union agree to the following:

The Chief of Police has the right to require all Sergeants to attend the ten-week School of Police Staff and Command. The Sergeant shall not receive overtime as a result of such attendance (i.e., homework, research, etc.), including driving time to and from the school.

The City shall allow the Sergeant to have two (2) additional paid leave days off before the school begins and two (2) paid leave days off immediately after the school ends.

For Dimensional Management Training II (DMT II) and the two (2) week Police Supervision School, employees may have their schedules adjusted to avoid overtime payment to the employee as a result of attending these schools.

Section 6.8 Acting Pay.

When an employee covered by this Agreement is designated by the Chief of Police or the Chief's representative to perform the duties of a superior officer for a full shift or longer on a temporary or acting basis, he shall receive one (1) hour of overtime per working day in addition to any other authorized overtime to which he is entitled. This section shall apply to extended illness, disability, training or other extended absences in excess of ten (10) working days. This section shall not apply to vacations.

Section 6.9 Volunteers.

The use of volunteers, including Explorers and other civilians, will not result in a circumvention of, or reduction in, supervisory overtime slots available to employees covered by this agreement while working in a supervisory position.

Section 6.10 Court Time Overtime.

An employee shall receive a minimum of two (2) hours of compensation at his appropriate overtime rate for appearances in court or at the State's Attorney's Office when such appearances occur outside of the employee's regular duty hours and such appearances are in the employee's official capacity as a City of Bloomington Police Officer.

If, at the expiration of the two hour period referred to in the previous paragraph, the employee is still in court or at the State's Attorney's Office, the employee shall receive overtime compensation for any additional time actually spent by the employee in court or at the State's Attorney's Office.

If at any time after the expiration of the original two (2) hour period referred to in the first paragraph of this Section, the employee is released from attendance in court or the State's Attorney's Office but is required to make a subsequent appearance that same day outside of the employee's regular duty hours, the employee shall receive a new minimum of two (2)

hours overtime compensation for such subsequent appearance. Overtime in excess of the two (2) hour minimum for the subsequent appearance shall be calculated in the same manner as for overtime in excess of the original two (2) hour minimum.

Section 6.11 Temporary or Emergency Situations.

Whenever it is determined by the Chief of Police that an emergency exists or the efficiency of the Department requires the assigning of an employee to duties without regard to seniority, he may do so for a period not to exceed thirty (30) calendar days in any calendar year. Assignment shall not be made for punitive reasons or in an effort to circumvent the bidding process.

Section 6.12 Outside Employment.

All outside employment situations involving the use of general police powers shall be assigned by the Department. The employee shall be considered on duty with the Department. The City shall enter into a contract with the non-City entity desiring police services. No employee shall engage in outside employment involving the exercise of general police powers absent assignment by the Department and a contract with the non-City entity. Assignments shall first be made on the basis of seniority in the Department. Once an employee declines an assignment or serves an assignment, his name shall be placed at the bottom of the seniority list. Nothing herein prohibits an employee from

utilizing compensatory time due to the employee to obtain an excused absence from his regularly assigned duties and then accepting a currently posted outside employment assignment, provided, the employee would otherwise be permitted to use compensatory time.

Employees shall have the option to select compensatory time in lieu of pay, as outlined in Section 6.4 (b) Overtime, for outside work, unless the terms of a grant which is used to compensate employees prohibit the use of compensatory time in lieu of overtime.

The City agrees that if it increases the rate charged for hire back work beyond \$70 per hour, except as provided below, then the Union may elect to have the language of the prior contract, May 1, 2007-April 30, 2011, on the issue of Compensatory time off supersede the current language of Section 6.4 (b) Overtime of this contract on the same subject. Beginning May 1, 2012 and beginning May 1 of each succeeding year, the hourly rate sufficient to trigger the reversion to the prior contract language shall be adjusted upward by the amount of the percentage wage increase, if any, received by bargaining unit members in the previous year.

Section 6.13 Field Training Supervisor.

Prohibitions against pyramiding shall not apply to any part of this section. An employee designated and trained as a Field Training Sergeant shall receive $\frac{3}{4}$ hour of overtime per day, per probationary patrol officer, when working as a Field Training Sergeant in Phase II (until the officer is certified for solo patrol) of the Field Training Process, or its equivalent. The Field Training Lieutenant shall receive $\frac{3}{4}$ of an hour of overtime per day while there are trainees Phase II (until the officer is certified for solo patrol) of the Field Training process, or its equivalent, except when performing the duties of a Field Training Sergeant, at such time he shall receive the same benefits as a Field Training Sergeant in addition to his pay as the Field Training Lieutenant.

Section 6.14 New Positions.

If any new specialized Sergeant or Lieutenant positions are created, and filled, the parties agree to negotiate regarding terms and conditions of employment not already governed by this agreement.

ARTICLE 7 WAGES

Section 7.1 Wages.

- a) Effective May 1, 2011, the rates of pay for all officers covered by this Agreement will be increased by 2.00% over

- the rates of pay in effect May, 1, 2010, except as otherwise provided in Appendix "H" of the previous contract.
- (b) Effective November 1, 2011, the rates of pay for all officers covered by this Agreement will be increased by 1.00% over the rates of pay in effect on May 1, 2011 except as otherwise provided in Appendix "I".
 - (c) Effective May 1, 2012, the rates of pay for all officers covered by this Agreement will be increased by 1.50% over the rates of pay in effect November 1, 2011, except as otherwise provided in Appendix "J".
 - (d) Effective November 1, 2012, the rates of pay for all officers covered by this Agreement will be increased by 1.50% over the rates of pay in effect May 1, 2012, except as otherwise provided in Appendix "K".
 - (e) Effective May 1, 2013, the rates of pay for all officers covered by this Agreement will be increased by 1.50% over the rates of pay in effect November 1, 2012, except as otherwise provided in Appendix "L".
 - (f) Effective November 1, 2013, the rates of pay for all officers covered by this Agreement will be increased by 1.50% over the rates of pay in effect May 1, 2013, except as otherwise provided in Appendix "M".

Section 7.2 Payment in Lieu of Holiday Pay.

Effective May 1, 2003 Sergeants and Lieutenants shall be paid in lieu of Holiday pay an amount equivalent to one hundred and thirty-nine (139) hours at their regular rate. This additional pay shall be prorated among all said employees and shall be included in the basic bi-weekly salary set forth in the Appendixes to this Agreement.

ARTICLE 8 VACATION

Vacation leave is accrued upon the occasion of the anniversary of an employee's original date of hire according to the following schedule:

Years of Continuous Service	Length of Vacation
3 years, but less than 8 years	2 weeks
8 years, but less than 15 years	3 weeks
15 years, but less than 20 years	4 weeks
20 years or more	5 weeks

Fifty percent (50%) of any accumulated unused vacation time may be carried over from year to year. The City has the right to require one (1) employee to be scheduled per shift which does not require the payment of overtime to an employee.

ARTICLE 9 LEAVES

Section 9.1 Emergency Leave.

When there is an emergency situation and/or serious illness or other serious extenuating circumstance at the home of an employee, said employee may be granted time off duty, at the discretion of the Chief of Police, to make arrangements to alleviate the emergency situation. An employee on Emergency Leave under this Section shall utilize accrued paid time off (except sick leave) in order to remain in a paid status during the period of such emergency leave.

Section 9.2 Personal Convenience Days.

Each employee shall be granted two (2) Personal Convenience Days. Such Personal Convenience Days may be taken in increments of full or half days at the convenience of the employee subject to the discretion of the Department Head. Personal Convenience Days may not be accumulated from one fiscal year to another.

Section 9.3 Sick Leave.

Sick Leave Accrual. Officers will accrue sick leave at a rate of twenty (20) hours each month of completed service for the first twelve (12) months of employment, after which it shall accrue at a rate of eight (8) hours for each month of completed service up to

a maximum of one thousand four hundred forty (1440) hours which will be paid at full pay during the time of illness.

Sick Leave Usage. Sick leave is intended for officer illnesses or injuries which are non-duty related. Officers may also use sick leave for doctors visits and illnesses within the officer's immediate family (defined as spouse, child, step child). It is expected that an officer utilizing sick leave will be at their residence during their hours of work unless they are seeking medical treatment, obtaining medication related to the illness or otherwise engaged in activity consistent with the use of sick leave.

Officers calling in sick should contact the Shift Commander as soon as possible, but at least one (1) hour prior to the assigned reporting time. They should notify the Shift Commander if they are using sick leave for themselves or an immediate family member. When an employee has used sick or injury leave for a period of three (3) full consecutive scheduled work days or longer, excluding regularly scheduled days off, it will be that employee's responsibility prior to his first day returning to work to provide a signed return to work release from his health care provider.

Rapid Accrual. Whenever an officer with at least 160 hours of sick leave uses 160 hours of sick time or more by reason of a serious health condition, defined as an illness, injury, impairment or physical or mental condition involving in-patient

care or continuing treatment by a health care provider, and depletes all but eighty (80) hours or less of sick leave by reason of such serious health condition, the officer upon return to full-time work shall accrue sick leave at the rate of twenty (20) hours per month, less any time used during accrual, until his sick leave returns to the level maintained before the serious health condition.

Sick Leave Abuse. Abuse of paid sick leave is prohibited. Without limiting the City's ability to monitor, investigate and discipline sick leave abuse, the following situations are examples of potential sick leave abuse:

- 1 A pattern of sick leave usage, such as repeated use of one or two days of sick leave in conjunction with regular days off, holidays, vacations or other days off, or repeated use of sick leave on a particular day of the week
- 2 Use of sick leave and being seen engaged in activities that indicate an ability to work.

Concerns regarding sick leave abuse will be addressed with the officer involved as follows:

If the Officer (or his immediate family member) is experiencing an on-going medical situation the employer will provide the officer with the opportunity to provide information regarding the medical need for the officer to be absent from work from the treating physician. If the officer does not provide information which verifies the medical need for use of sick leave

the employer may investigate and, if appropriate, discipline the officer. In situations where sick leave abuse is confirmed, the officer involved may be required to provide medical verification of absences for any future sick leave occurrences for a period of six months.

Sick Maximum/RHS. Officers who reach the 1440 hour maximum will be eligible for eight (8) hours of the previous month's accrued but unused hours of sick time to be placed in the Retirement Health Savings account at the employee's month ending hourly rate. To be effective at time of ratification by the bargaining unit.

Sick Leave Buy Back. Officers who retire or leave the employment of the City under honorable circumstances (defined as any separation of service other than termination), with 20 or more years of service as recognized by the Police Pension Board as a sworn police officer, shall convert accrued sick leave to a Retirement Health Savings (RHS) account. The eligible conversion is up to a maximum of one thousand four hundred forty (1440) hours of accumulated unused sick leave at the officer's final hourly rate.

If an officer dies while employed with the City and would have been eligible to receive payment of accumulated sick leave, said payment shall be paid to the RHS pursuant to the RHS plan

document. The RHS plan document will be administered pursuant to the document in effect as of May 2008.

Section 9.4 Jury Duty.

Upon submission of official notification from the Jury Commission, an employee called to jury duty shall be released as provided in this Section. If the jury service occurs during the employee's shift, the employee shall be released without loss of pay; if the service occurs on the same day as an employee's duty, but not on his shift, the employee shall be given release time with full pay in an amount equal to the length of jury service but not to exceed eight (8) hours. An employee released under this Section shall pay the City all amounts received for jury service for the period of time the employee is released.

Section 9.5 Court Days.

In recognition of the inconvenience endured by employees in preparation for criminal trials which result in continuances or pleas of guilty which make the officer's appearance in court unnecessary, employees are granted thirty-two (32) hours paid leave per year. This is in addition to all other paid leaves granted by this Contract, and shall be referred to as "Court Days". These days are to be used for paid leave purposes only, and are not subject to overtime, compensatory time off, or carryover.

Section 9.6 Disciplinary Leave.

The parties agree that when a disciplinary suspension is assessed, an employee may elect to work those suspension days and forfeit an equivalent amount of vacation, PC, CE, earned time or straight time in lieu of serving the suspension without pay and without impact to his seniority. However, for purposes of progressive discipline, the official record and employment personnel file shall show that the disciplinary suspension was given and served.

Section 9.7 Convention Leave.

Executive Board members and/or delegates shall be allowed up to 48 hours paid release time annually in aggregate to attend the Policemen's Benevolent and Protective Association of Illinois State Convention. The president or his designee shall give notice to the Police Chief or his designee and all effected supervisors of the names of the delegates attending the convention and the period to be covered under this section. Notice should be given not less than 14 calendar days prior to the leave.

Section 9.8 Other Leaves of Absence.

Leaves of absence as defined by Bloomington City Policy, insofar as they are applicable to the Department and not

contained or otherwise provided for in this Agreement, are hereby incorporated into this Agreement.

ARTICLE 10 UNIFORMS AND CLOTHING

Section 10.1 Uniforms.

The City agrees to furnish employees with equipment pursuant to Department rules and regulations in effect on May 1, 1999. Such equipment not maliciously damaged by the employee in the line of duty will be repaired or replaced at the City's expense.

Section 10.2 Clothing Allowance.

Effective May 1, 2002, non-uniformed employees shall be furnished an allowance of One Thousand Dollars (\$1,000.00) per year if they are assigned to duties requiring plainclothes on January 1 of any calendar year. Payment shall be made to such eligible employee by January 15 of said calendar year. If an employee enters a plainclothes assignment after January 1, the employee shall receive \$83.00 per remaining calendar month. The allowance shall be paid in lump sum.

ARTICLE 11 FRINGE BENEFITS

Section 11.1 Physical Fitness Incentive.

The City will pay seventy-five dollars (\$75.00) toward the annual dues at any physical fitness center designated by the City

for any employee covered by this Agreement who desires to receive such contribution. Any employee desiring to participate, as a condition of participation, shall agree to the use of facilities of the centers so designated on an average of not less than twice per week over the course of the membership year or to refund the seventy-five dollars (\$75.00) to the City for any year in which his attendance averages less than twice per week.

Section 11.2 Group Health Insurance.

(a) The City will enroll all officers covered by this Agreement in one of the components of the City of Bloomington Employee Group Wellness Health Benefit Plans, unless an officer has elected Union Health Insurance coverage. The City agrees that an officer may select the Association Plan for himself, or for himself and his dependents in lieu of coverage under the City's Group Health Benefit Plan. If the officer makes such election, the City shall pay a portion of the monthly premium as outlined in subsection b.

(b) The City agrees to pay seventy-five percent (75%) of the full health insurance premium for employee coverage and seventy-five (75%) of the full health insurance premium for Employee +1 and Family for group health insurance under the City of Bloomington Employee Health Care Plan or Association Plan for all benefited employees.

(Example of Family Coverage: Full family coverage premium X 75% equals City share; full family coverage premium X 25% equals employees share.)

c) In any year in which the total amount of medical benefits paid is more than 150% of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Health Benefit Plan.

d) The City will pay 50% of the premium for dental insurance for the employee and their dependents.

e) The City will pay 50% of the premium for vision insurance for the employee and their dependents.

f) On or before December 1, 1999, employees shall in writing (assuming proof of insurability and other insurance prerequisites are met), elect coverage under either the City's group health benefit plan or under the Association plan. An employee once electing coverage under the City's group health benefit plan or the Association plan may not thereafter change to coverage under the other plan except through mutual agreement of the parties, unless the employee can show substantially changed and unanticipated family circumstances (such as divorce or retirement) unrelated to the health of the individual or his dependents.

g) The City and the Union may meet during the term of this Agreement to propose changes and amendments to the City of Bloomington Group Health Care Plan. No changes in the level of benefits shall be made except by mutual agreement of the parties.

h) Life Insurance. The City will carry in effect a group life insurance policy for covered employees which pays \$50,000 to a beneficiary designated by the employee in the event of the employee's death (double that amount for accidental death and dismemberment). The City will pay the premiums for such policy.

Section 11.3 Health Insurance Committee.

The Union agrees to participate in a health insurance committee to monitor and study changes and issues related to health insurance plans offered by the City. Said committee may meet from time to time and make recommendations regarding the health insurance plans. Participation in the committee shall not waive either parties collective bargaining rights or obligations and committee recommendations shall not be binding on either party. Bargaining unit members who participate in committee meetings shall either (1) attend meetings as part of their regular duty day or (2) in the event a meeting takes place outside their regular duty day, be credited time spent at the meeting (at their regular rate of pay).

Section 11.4 Tuition Reimbursement.

1) The City will reimburse an employee for the cost of tuition, fees and any required books for a college course under the following conditions:

- a) The employee notifies the Chief of Police prior to registration of his intent to claim tuition reimbursement for the course.
- b) The course is required or part of a required sequence leading to a Bachelor's or Master's Degree in Labor Relations, Criminal Justice, Public Administration, Police Science, Traffic and Safety Management or other course deemed by the Chief of Police or City Manager in his discretion to be of benefit to the Department.
- c) At the end of any course eligible for tuition reimbursement under this Section, the City will reimburse the employee for tuition, fees and required books according to the following schedule:

100% for a grade of A
100% for a grade of B
75% for a grade of C
(includes pass in a pass/fail option)

2) An employee who leaves the Department within one (1) year of receiving reimbursement for a BA/BS degree will refund City

the amount reimbursed for the previous twelve (12) months. This sum may be withheld from the final paycheck.

An employee who leaves the Department within one (1) year of receiving reimbursement for a MA/MS degree will refund to the City the amount reimbursed for the previous thirty (30) months. This sum may be withheld from the final paycheck.

In the event an employee dies or becomes disabled and no longer able to function in the capacity as a police officer, and the aforesaid time limitations have not expired, no fee or cost whatsoever shall be assessed to the employee or the employee's estate.

Section 11.5 Damaged Personal Property.

The City agrees to replace or repair at no cost to the employee personal items lost, damaged or stolen in the course of duty up to \$200.00 per item. Personal items shall be defined to include such things as an employee's wristwatch, gloves, flashlight or other items deemed appropriate by the City for replacement. Employees must exhaust all other reimbursement options prior to receiving reimbursement from the City.

Section 11.6 Survivor's Benefit.

The City agrees that upon the death of an employee, the employee's estate shall receive full financial compensation for all unused Vacation time, Personal Convenience time, Court

Exchange time, Wellness time and accumulated Earned time. The value of said time will be calculated at the deceased employee's hourly rate of pay and multiplied by the amount of unused time as defined above.

Section 11.7 Mileage Reimbursement.

Employees required to use their private automobiles for pre-approved Department business shall be compensated at a rate set forth in applicable IRS regulations.

Section 11.8 Professional Fees and Subscriptions.

If, as a condition of employment, the City requires an employee to become a member of a professional organization, or if the City requires an employee to subscribe to a professional journal, the City agrees to pay such fees or subscriptions. This includes, but is not limited to, fees associated with becoming and maintaining "Notary of the Public" status and SPSC alumni membership dues.

Section 11.9 ICMA Retirement Corporation.

The City agrees to give the PBPALC sixty (60) days written notice prior to implementation of any substantial changes to the benefits afforded to employees via the ICMA Retirement Corporation. The purpose of the notice provided herein is to permit input from the Union regarding the change(s).

to the

Section 11.10 Transfer of Firearm Upon Retirement.

Sworn Police Officers retiring in good standing or leaving on disability with a minimum of twenty years of uninterrupted service with the Bloomington Police Department will be issued their BPD service weapon and one ammunition clip on their last day of actual work.

Section 11.11 Other Fringe Benefits.

All other existing fringe benefits, in effect immediately prior to the execution of this Agreement shall remain the same during the term of this Agreement.

ARTICLE 12 MEETINGS BETWEEN THE PARTIES

At least once each three (3) months the employee representatives shall meet with the Chief of Police at a mutually agreeable time and place to exchange views and discuss matters of mutual concern.

ARTICLE 13 MANAGEMENT RIGHTS

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Department in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct, and control all the operations and services of the Department; to determine the methods, means, organizations,

and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 14 ASSOCIATION RIGHTS

Section 14.1 Union Security.

The City agrees that it will not replace employees or allow employees other than union employees to perform work which is recognized and has historically been performed by Union employees, except during limited training or in cases of emergency (i.e. natural or manmade disasters).

Section 14.2 Retaliatory Actions Prohibited.

No employee shall suffer adverse employment action or otherwise be discriminated against in regard to his employment or threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted under this Agreement.

Section 14.3 Notice of Policy Change.

In an effort to encourage trust and communication, the City agrees to give the existing Union President fifteen (15) days notice prior to implementation of any changes to the written policies or work rules of either the police department or City involving conditions of employment. The purpose of the notice provided herein is to solicit input from the Union regarding the written policy change. This provision shall not be construed to limit or discourage efforts of either the Union and/or police department administration to discuss additional matters of mutual concern.

Section 14.4 Right to Data.

The Union has the right to be furnished, upon request, and to the extent not prohibited by law, data and other information maintained by the City which is available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining. Denials of requests shall be in writing articulating the reason(s) for the refusal to provide said information. Denials of requests shall be grievable to Step 2 of the grievance procedure which shall not preclude or in any way limit the Union's right to challenge a denial in Circuit Court or at the Illinois State Labor Relations Board.

ARTICLE 15 EMPLOYEE SAFETY

Section 15.1 Unsafe Equipment.

Ordinarily, no employee shall be required to use any equipment that is unsafe or not in proper working order for the use that said equipment is intended.

Section 15.2 Parking Lot Safety.

Recognizing the need for adequate security for all employees in parking areas, the City will take reasonable steps to safeguard employee security.

Section 15.3 HIV.

The parties understand that HIV is a highly communicable disease that could be life threatening if proper safety procedures are not followed. Facilities and employees will have available to them, at no cost, high quality HIV germicidals available for immediate use.

Section 15.4 Violence Prevention Initiative.

The parties agree that the safety of employees is of paramount importance. Therefore, the parties agree that the City shall abide by the Bloomington Police Department SOP 6.22 titled "Threats Against Police Officers" as submitted on August 15, 2002, in a manner that is not arbitrary or capricious.

Section 15.5 Safety Equipment.

The City may require employees to wear certain protective equipment. The City shall furnish any required safety clothing, at no cost to the employee. This may include, but is not limited to, bullet resistant vests, reflective vests, safety shoes, helmets, gloves, etc. The City shall provide necessary training for the use of safety equipment. The department shall replace the safety equipment in accordance with the manufacture's guidelines. No expired bullet resistant vest shall be issued to an employee without the employee's knowledge and consent.

Section 15.6 Inoculations.

The City of Bloomington agrees to pay all expenses for reasonable inoculations or immunization shots for a Sergeant or Lieutenant and/or members of the Sergeant's or Lieutenant's family or household member when such becomes medically necessary as a result of said Sergeant's or Lieutenant's exposure to a contagious disease, as defined by the United States Center for Disease Control, hazardous material, poison, poison gas, toxic materials or substances, radioactive material, biological weapon or similar calamity in the line of duty.

Section 15.7 Decontamination.

The City of Bloomington agrees to pay all expenses for reasonable decontamination or sterilization of the personal

property of a Sergeant or Lieutenant and/or members of the Sergeant's or Lieutenant's family or household when such becomes necessary as a result of said Sergeant's or Lieutenant's exposure to anthrax, other biological weapon(s) or similar calamities, poison gas exposure such as to sarin, toxic materials or substances, or radioactive exposure. The exposure(s) to such hazard(s) must be suffered by the Sergeant or Lieutenant while in the line of duty.

ARTICLE 16 LIEUTENANT PROMOTIONAL PROCESS

Section 16.1 Jurisdiction.

The Board of Fire and Police Commissioners shall retain jurisdiction over the Lieutenant promotional process pursuant to the following rules.

Section 16.2 Eligibility.

All Sergeants are eligible to take the exam. However, Sergeants must have served a minimum of 18 months in the rank of Sergeant to be eligible to be promoted to Lieutenant.

Section 16.3 Promotional List.

A new promotional procedure will be initiated every three (3) years. The promotional list generated by the procedure herein will be good for three (3) years. The Department shall be required to maintain a current promotional list at all times.

Section 16.4 Process.

The promotional process shall consist of the following components and their corresponding weights. All points shall be rounded to the nearest one hundredth of a point (two ((2)) decimal points). Two (2) education points will be granted for a Bachelor degree from an accredited college or university that is recognized and approved by the U.S. Department of Education and four (4) educational points (not cumulative with the Bachelors) shall be granted for a Masters degree from an accredited college or university that is recognized and approved by the U.S. Department of Education. Education points will be awarded on the first day of the written exam. Seniority points will be awarded with a ½ point for each completed year of seniority as a Sergeant up to a max of four (4) points, with such computation beginning on the first day the employee is promoted to Sergeant and ending on the first day of the written test.

1. Written Examination	50 points
2. Assessment Exercise(s)	40 points
3. Command Preference Points	10 points
4. Education Points	4 points (max)
5. Seniority Points	4 points (max)
Total	108 points possible

Section 16.5 Command Preference Points.

The Chief of Police may give up to ten (10) points. Said points shall be determined in the following manner. Current Lieutenants and the two Assistant Chiefs shall rank individually the candidates, giving a maximum of 10 points for each candidate. The points received by each candidate from the Lieutenants and two Assistant Chiefs shall be averaged. The Chief of Police shall not deviate from the points so assigned by more than three (3) points.

Section 16.6 Test Material.

The City shall provide, at no cost to the employee, all relevant study material. The material, in its entirety, shall be prepared for the employee. The material shall be provided in accordance to the time restrictions as set forth in this article. Any candidate not taking the test shall reimburse the City for the actual cost of test materials provided to the candidate and for the actual cost of the tests administration. The Chief of Police may, at his option, elect to waive the reimbursement to any candidate who did not take the test if the candidate can show good reason (sickness, activated for military service, death in family, etc.) for his inability to take the test.

Section 16.7 Time Line for Promotional Procedure.

1. A minimum of 150 days prior to the scheduled testing date, the Department will post notice of the upcoming test. If the written test is to be given on a separate day than the assessment exercise(s), then the dates of said tests shall clearly be posted.
2. A minimum of 135 days prior to the scheduled testing date, all candidates wishing to participate in the promotional process shall declare their intent.
3. A minimum of 120 days prior to the scheduled testing date, the Department will furnish each candidate with all the study materials required for the testing process.
4. A minimum of 30 days prior to the scheduled testing date, the department will furnish each candidate with their Command Preference Points.
5. Test results for the written examination shall be provided to the candidates as soon as practicable after the written examination has concluded.

Section 16.8 Emergency Situations.

In situations where the Department has an emergency, the Department may postpone the written or assessment test(s). In the event one and/or more of the candidates has an emergency situation, the Union may request the Department to postpone the written and/or assessment tests. The parties will meet within twelve (12) hours from the postponement of the tests by the

Department to discuss the rescheduling of the test. The parties will meet within the twelve (12) hours of the request of the Union for a postponement to discuss whether to postpone the process and the possible rescheduling of said promotional process. The decision whether to postpone the tests shall not be arbitrary and capricious. Only those candidates having previously declared their intent to take the original test, as defined in Section 16.7 Time Line for Promotional Procedure shall be allowed to take the promotional exam on the newly scheduled date.

Section 16.9 Assessment Exercises.

Reasonable efforts will be made to administer assessment exercises fairly. Employees taking assessment exercises shall not be allowed to have other people assist them with the completion of the test.

Section 16.10 Overtime for Testing.

No overtime will be paid to candidates for participating in the promotional process. However, candidates participating in the process may do so while on duty status without diminution of benefits.

Section 16.11 Monitors for Exams.

The Union shall be allowed a maximum of two (2) monitors on any day that any part of the exam is being administered. The monitors shall be chosen solely by the Union. The monitors shall

be employees holding the rank of Lieutenant. No monitor shall be used that is an acting Lieutenant or Sergeant. Monitors shall be allowed to double check the accuracy of all mathematic calculations.

Section 16.12 Rule of Three.

All promotions to the rank of Lieutenant shall be made by the Chief from the three (3) candidates having the highest rating on the promotional eligibility register at the time of such promotion. Where there are less than three (3) names on such register, as originally posted, or remaining thereon after appointments have been made therefrom, appointments to fill existing vacancies shall be made from those names or name remaining on the promotional register.

ARTICLE 17 SAVINGS/CONFLICTS

Section 17.1 Savings.

If any provision in this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Illinois Compiled Statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 17.2 Conflicts.

Ordinances, rules and regulations of the City in conflict with the provisions of this Agreement are superseded as provided in Section 15(b) of the Illinois Public Labor Relations Act.

ARTICLE 18 TERM OF AGREEMENT

This Agreement shall be effective retroactive to May 1, 2007, and shall remain in full force and effect until the 30th day of April, 2011. The parties agree that the term of this Agreement shall not be presidential, it shall be automatically renewed from month to month thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE 19 DROP PLAN

In the event an Illinois Statue applicable to members of the bargaining unit is revised to authorize a Deferred Retirement Option Plan, the parties agree to bargain over the terms and conditions of implementation thereof. In the event the parties reach impasse, either party may invoke the impasse resolution provisions of Section 14 of the Illinois Public Labor Relations Act.

ARTICLE 20 MANAGED COMPETITION

The City agrees that it will not replace officers or allow officers other than bargaining unit members to perform traditional core police functions such as patrol and investigations as has historically been performed by bargaining unit members, except during limited training or in cases of emergency (i.e. natural or man-made disasters). The City may, however, assign the following work to other than bargaining unit members, including volunteers, where such assignment of work does not result in the layoff or replacement of any full-time bargaining unit member(s) in violation of Section 14.1 Union Security: grant writing, fleet maintenance or other activities which historically have not been performed by bargaining unit members.

ARTICLE 21 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The Union shall have the right to any impact or effects bargaining as provided by law.

IN WITNESS WHEREOF, the parties hereto have set their hands
this 19th day of May, 2014.

**POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION
LABOR COMMITTEE**

/s/ Paul D. Williams

/s/ [Signature]

/s/ [Signature]

/s/ _____

/s/ _____

CITY OF BLOOMINGTON, ILLINOIS

/s/ Chg E WRL

/s/ Emily Bell

/s/ Byron

/s/ [Signature]

APPENDIX A - Re: Parking

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF BLOOMINGTON AND THE PBPALC**

The parties hereby agree to the following benefit:

The City shall provide, at no cost to the employee, two (2) parking stickers for the parking lot directly east of the Department.

APPENDIX B - Re: Administrative Lieutenant

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF BLOOMINGTON AND THE PBPALC**

It is understood and agreed between the parties that the creation of a bargaining unit position of one Administrative Lieutenant is hereby mutually consented to. It is also understood and agreed upon by the parties that the Lieutenant selected to fill the position of Administrative Lieutenant shall be a management decision and the assignment to this position is not subject to the bidding process.

It is understood and agreed between the parties that the position of Administrative Lieutenant is a bargaining unit position, and as such, subject to the terms and conditions of employment otherwise covered in the collective bargaining agreement. It is understood and agreed between the parties that no other special considerations nor exclusions from, the current collective bargaining agreement have been authorized.

APPENDIX C - Re: Outside Employment

SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE PBPALC

It is understood and agreed between the parties that upon ratification of a successor bargaining agreement between the City of Bloomington and the PB&PA Unit 21, with respect to Section 6.13, of the patrol union contract titled “Outside Employment”, if said section is modified in Unit 21’s agreement, effective 05-01-04, the “Outside Employment” language of the Command contract shall be reopened for further negotiations. The provisions of the article titled “Entire Agreement” of the Command contract notwithstanding.

It is understood and agreed between the parties that no other special considerations nor exclusions from, the current collective bargaining agreement have been authorized.

APPENDIX D - Re: Professional Standards Lieutenant
SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF BLOOMINGTON AND THE PBPALC

It is understood and agreed between the parties that the creation of a bargaining unit position of one Professional Standards Lieutenant is hereby mutually consented to. It is also understood and agreed upon by the parties that the Lieutenant selected to fill the position of Professional Standards Lieutenant shall be a management decision and the assignment to this position is not subject to the bidding process.

It is understood and agreed between the parties that the position of Professional Standards Lieutenant is a bargaining unit position, and as such, subject to the terms and conditions of employment otherwise covered in the collective bargaining agreement. It is understood and agreed between the parties that no other special considerations nor exclusions from, the current collective bargaining agreement have been authorized.

APPENDIX E - Re: Court Sergeant

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF BLOOMINGTON AND THE PBPALC**

It is understood and agreed between the parties that the creation of a bargaining unit position of one Court Sergeant is hereby mutually consented to. It is also understood and agreed upon by the parties that the Sergeant selected to fill the position of Court Sergeant shall be a management decision and the assignment to this position is not subject to the bidding process.

It is understood and agreed between the parties that the position of Court Sergeant is a bargaining unit position, and as such, subject to the terms and conditions of employment otherwise covered in the collective bargaining agreement. It is understood and agreed between the parties that no other special considerations nor exclusions from, the current collective bargaining agreement have been authorized.

benefit leave time is at the Chief's discretion. In no case shall pyramiding occur.

An employee on administrative reassignment will be assigned to an 8:00 AM to 4:00 PM schedule, Monday through Friday, for the duration of the administrative reassignment with job tasks to be determined by the Chief of Police at the time of the reassignment. He may be required to notify the Chief of Police or his designee of his whereabouts during the pendency of the administrative reassignment. Any activity that would impede the employee's ability to respond to the Police Department during his assigned duty hours requires administrative authorization. The employee shall respond to the Chief's Office within a reasonable period of time after being so notified. Provided however, administrative reassignment shall not interfere with any previously scheduled time off of an employee. Additionally, the employee shall be accessible by telephone, cell phone, and or pager during his assigned duty hours, as though he were working any other duty assignment. The Chief of Police may require the employee to abstain from consumption of alcoholic beverages during his assigned duty hours.

An employee placed on administrative reassignment shall be advised in writing as to whether the employee is expected to attend any job related events. If out of town travel is required to

attend job related events approved by the employee's supervisor, the City shall provide transportation, or in the event the employee is authorized to use personal transportation, the City shall reimburse the employee at the standard mileage reimbursement rate. If an employee does not receive twenty-four (24) hours notice prior to the required commitment, the employee shall not be disciplined for missing said commitment.

An employee on administrative reassignment may have his service weapon, badge(s), uniforms or police identification taken away from him while on administrative reassignment at the discretion of the Chief of Police when the Chief reasonably believes that the retention of those items by the officer would:

- a. hamper the functioning of the Bloomington Police Department or any officer of the Department; or
- b. cause embarrassment to the Department or any officer of the Department before one or more citizens; or
- c. reflect adversely upon the accused officer, the Bloomington Police Department, or any officer of the Bloomington Police Department; or
- d. pose a safety risk to the Department or any person.

An employee on administrative reassignment may be denied access to any or all parts of the police building and facilities at the

discretion of the Chief of Police if he deems it appropriate in view of the nature of the reason(s) giving rise to the administrative reassignment. The reasons for seizing issued equipment and clothing and for limiting building access will be included in the statement justifying the administrative reassignment.

APPENDIX G - Re: Straight Time

SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE PBPALC

It is understood and agreed between the parties that the custom of Straight Time is a historical practice that has been in effect for many years and is hereby mutually consented to. It is also understood and agreed upon by the parties that the process of earning, accumulating and the use of Straight Time is a benefit that shall not be altered except via the collective bargaining process once this memorandum is signed by all parties. It is also understood and agreed between the parties that the provisions of this memorandum shall constitute a voluntary change, instituted by both parties, to modify specific portions of the historical practice and thereby promulgate a new modified practice.

It is understood and agreed between the parties that Straight Time shall be earned at a rate of one half hour per actual day worked by every Sergeant and Lieutenant assigned to the patrol division and proactive division. It is understood and agreed between the parties that the one half hour per day worked is primarily intended for, but not necessarily specifically limited to, time used for preparation and miscellaneous duties conducted by

patrol supervisors and proactive supervisor(s) prior to the Sergeant(s) and Lieutenant(s) actual tour of duty. It is understood and agreed between the parties that the earning of Straight Time is not predicated upon the number of Sergeant(s) or Lieutenant(s) working a shift on any given day.

It is also understood and agreed between the parties that earning straight time is not automatic, nor based upon a Sergeant or Lieutenant simply being on duty. It is understood and agreed the earning of straight time is contingent upon actually being engaged in some sort of shift preparation work or other miscellaneous duty that exceeds the Sergeant or Lieutenant's regular shift.

It is understood and agreed between the parties that Straight Time shall be available to Sergeants and Lieutenants of all divisions. However, the earning of this Straight Time shall not be connected to the preparation of shift briefings for specialized divisions. Straight Time can be accumulated, at the discretion of said supervisor of any division, subject to good judgment and documentation. It is understood and agreed between the parties that this provision constitutes no change in the past practice.

It is understood and agreed between the parties that up to a maximum of twenty four (24) hours of Straight Time can be banked by any supervisor assigned to the patrol division or

specialized division. All Straight Time in excess of twenty four (24) hours shall be forfeited. It is understood and agreed between the parties that any Sergeant or Lieutenant with over 24 hours of accumulated Straight Time, at the time this agreement is signed by all parties, shall have until December 31, 2001 to comply with this provision.

It is understood and agreed between the parties that Straight Time may be taken in any increment. This includes the ability of a Sergeant or Lieutenant to use Straight Time to take an entire day off if the Sergeant or Lieutenant so desires.

It is understood and agreed between the parties that the *earning* of straight time shall be time for time. It is also understood and agreed between the parties that the *use* of straight time shall be time for time. An example of this would be as follows: One half (1/2) hour of banked straight time entitles the employee to one half (1/2) hour of time off. Eight hours of banked straight time entitles the employee to eight hours off. Nothing herein suggests that the Sergeant or Lieutenant must use the straight time in any specific increment. The aforesaid is proffered for the purpose of clarity only.

It is understood and agreed between the parties that a Sergeant or Lieutenant shall not be ordered to accumulate Straight Time in order to avoid earning overtime. It is understood

and agreed between the parties that this Memorandum of Understanding is not meant to conflict with other provisions of the Collective Bargaining Agreement and, as such, no other terms or conditions of employment are intended to be modified as a result of the parties promulgating the conditions set forth herein. It is understood and agreed between the parties that no other special considerations nor exclusions from the current collective bargaining agreement, not specifically outlined herein, have been authorized.

APPENDIX I – Wage Table Effective November 1, 2011

Wage Table Effective November 1, 2011							
			1% Increase				
POLICE SERGEANTS AND LIEUTENANTS							
SERGEANTS		Entry	1 year	2 years	4 years	6 years	8 years
Annual		\$82,421.02	\$84,260.78	\$86,100.54	\$87,940.29	\$89,780.04	\$91,619.80
Bi-Weekly		\$3,170.04	\$3,240.80	\$3,311.56	\$3,382.32	\$3,453.08	\$3,523.84
Hourly		\$39.63	\$40.51	\$41.39	\$42.28	\$43.16	\$44.05
OT		\$59.44	\$60.76	\$62.09	\$63.42	\$64.75	\$66.07
Holiday Total/Yr		\$5,507.94	\$5,630.89	\$5,753.83	\$5,876.78	\$5,999.72	\$6,122.67
TOTAL W/HOLIDAY		\$87,928.96	\$89,891.67	\$91,854.37	\$93,817.07	\$95,779.76	\$97,742.47
Bi-Weekly w/holiday		\$3,381.88	\$3,457.37	\$3,532.86	\$3,608.35	\$3,683.84	\$3,759.33
LIEUTENANTS		Entry	1 year	3 years			
Annual		\$95,153.17	\$97,218.47	\$99,308.32			
Bi-Weekly		\$3,659.74	\$3,739.17	\$3,819.55			
Hourly		\$45.75	\$46.74	\$47.74			
OT		\$68.62	\$70.11	\$71.62			
Holiday Total/Yr		\$6,358.79	\$6,496.81	\$6,636.47			
TOTAL W/HOLIDAY		\$101,511.96	\$103,715.28	\$105,944.79			
Bi-Weekly w/holiday		\$3,904.31	\$3,989.05	\$4,074.80			

APPENDIX K – Wage Table Effective November 1, 2012

Wage Table Effective November 1, 2012							
			1.5% Increase				
POLICE SERGEANTS AND LIEUTENANTS							
SERGEANTS		Entry	1 year	2 years	4 years	6 years	8 years
Annual		\$84,912.19	\$86,807.56	\$88,702.92	\$90,598.29	\$92,493.64	\$94,389.01
Bi-Weekly		\$3,265.85	\$3,338.75	\$3,411.65	\$3,484.55	\$3,557.45	\$3,630.35
Hourly		\$40.82	\$41.73	\$42.65	\$43.56	\$44.47	\$45.38
OT		\$61.23	\$62.60	\$63.97	\$65.34	\$66.70	\$68.07
Holiday Total/Yr		\$5,674.42	\$5,801.08	\$5,927.74	\$6,054.40	\$6,181.07	\$6,307.73
TOTAL W/HOLIDAY		\$90,586.61	\$92,608.64	\$94,630.67	\$96,652.69	\$98,674.71	\$100,696.73
Bi-Weekly w/holiday		\$3,484.10	\$3,561.87	\$3,639.64	\$3,717.41	\$3,795.18	\$3,872.95
LIEUTENANTS		Entry	1 year	3 years			
Annual		\$98,029.17	\$100,156.89	\$102,309.92			
Bi-Weekly		\$3,770.35	\$3,852.19	\$3,935.00			
Hourly		\$47.13	\$48.15	\$49.19			
OT		\$70.69	\$72.23	\$73.78			
Holiday Total/Yr		\$6,550.99	\$6,693.18	\$6,837.06			
TOTAL W/HOLIDAY		\$104,580.16	\$106,850.07	\$109,146.97			
Bi-Weekly w/holiday		\$4,022.31	\$4,109.62	\$4,197.96			

APPENDIX M – Wage Table Effective November 1, 2013

Wage Table Effective November 1, 2013							
			1.5% Increase				
POLICE SERGEANTS AND LIEUTENANTS							
SERGEANTS		Entry	1 year	2 years	4 years	6 years	8 years
Annual		\$87,478.66	\$89,431.32	\$91,383.97	\$93,336.62	\$95,289.26	\$97,241.91
Bi-Weekly		\$3,364.56	\$3,439.67	\$3,514.77	\$3,589.87	\$3,664.97	\$3,740.07
Hourly		\$42.06	\$43.00	\$43.93	\$44.87	\$45.81	\$46.75
OT		\$63.09	\$64.49	\$65.90	\$67.31	\$68.72	\$70.13
Holiday Total/Yr		\$5,845.93	\$5,976.42	\$6,106.91	\$6,237.40	\$6,367.89	\$6,498.38
TOTAL W/HOLIDAY		\$93,324.59	\$95,407.74	\$97,490.88	\$99,574.02	\$101,657.15	\$103,740.29
Bi-Weekly w/holiday		\$3,589.41	\$3,669.53	\$3,749.65	\$3,829.77	\$3,909.89	\$3,990.01
LIEUTENANTS		Entry	1 year	3 years			
Annual		\$100,992.10	\$103,184.14	\$105,402.23			
Bi-Weekly		\$3,884.31	\$3,968.62	\$4,053.93			
Hourly		\$48.55	\$49.61	\$50.67			
OT		\$72.83	\$74.41	\$76.01			
Holiday Total/Yr		\$6,748.99	\$6,895.48	\$7,043.71			
TOTAL W/HOLIDAY		\$107,741.10	\$110,079.61	\$112,445.94			
Bi-Weekly w/holiday		\$4,143.89	\$4,233.83	\$4,324.84			

GLOSSARY

Please infer the following definitions when reading this contract:

Chief of Police includes the appropriate designee in the Chiefs absence.

City Manager includes the appropriate designee in the Manager's absence.

Human Resource Director includes the appropriate designee in the Director's absence.

His/He/Him includes both male and female officers.

Union President includes the appropriate designee in the President's absence.

City means the City of Bloomington, Illinois.

Union means the Policemen's Benevolent Labor Committee.

Employee means any Sergeant or Lieutenant employed by the City excluding the Chief of Police and Assistant Chiefs of Police.