

AGREEMENT

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

And

**POLICE BENEVOLENT AND PROTECTIVE
ASSOCIATION**

UNIT NO.21

MAY 1, 2007- APRIL 30, 2011

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2011 77

GLOSSARY

Please infer the following definitions when reading this contract:

Chief of Police includes the appropriate designee in the Chief's absence

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

Human Resources Director includes the appropriate designee in the Director's absence

Day Monday through Friday inclusive

His/He/Him includes both male and female officers

Association President includes the appropriate designee in the President's absence

AGREEMENT

This Agreement made and entered into this 1st day of May, 2007 by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and the POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION, UNIT NO. 21 (hereinafter referred to as the "Association"):

WITNESSETH:

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and its officers; 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 grievances; 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 Association as the sole and exclusive bargaining agent for all patrol officers employed by the City's Police Department, excluding sergeants, lieutenants, commanding officers, Chief of Police, clerical employees, part-time employees and all other employees of the City.

The parties agree that the historical pattern of bargaining permits probationary officers to be part of the bargaining unit for wages and insurance purposes only. The parties agree that in all other matters probationary officers are not and have not been included in the bargaining unit.

The length of the probationary period shall be 18 months from the initial date of hire.

Section 1.2. Seniority.

The City shall maintain a seniority list noting the date of hire and current classification for each bargaining unit officer. The Union shall be provided a copy of the seniority roster

each six (6) months, on January 1 and July 1 of each successive year or upon request from the union. 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 hire within the Department. In the event that more than one (1) person is hired on the same day, the person occupying the higher position on the original appointment list shall have the seniority.

Any officers laid off shall be laid off in inverse order of seniority on the Department. Officers so laid off shall be recalled in order of seniority.

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 officer covered by this Agreement the monthly dues in the amount payable by him as certified by the Association to the City. Deductions shall be made equally from earnings payable on the first and second paychecks of each month beginning with the first month immediately following the date of receipt

of such authorization. Such deduction shall be remitted to the Treasurer of the Association within fifteen (15) days after the deduction has been made. The authorization card shall be as follows:

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: CITY OF BLOOMINGTON, ILLINOIS

I hereby request and authorize you to deduct from my earnings the monthly Association membership dues established by the Police Benevolent and Protective Association, Unit No. 21.

I authorize and direct you to deduct one-half of said membership dues from each of my biweekly 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.

Date

Name

Section 2.2. Fair Share.

Officers hired after May 1, 1989, who are covered by this Agreement who are not members of the Association shall be required to pay in lieu of dues their proportionate fair share, in accordance with Section 3(g) of the Illinois Public Employee 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 Association, shall be deducted by the City from the earnings of the nonmember officers and shall be remitted monthly to the Association at the address designated in writing to the City by the Association. The Association 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 nonmember officer's share shall not exceed dues uniformly required to Association members. Officers who are members of the Association who later become nonmembers of the Association shall also be subject to the terms of this provision.

The Association assures the City that any objections made to it regarding payment of officer'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 Association 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 2.4. Duty to Defend.

The parties agree to abide by the requirements of 65 ILCS 5/1-4-6. When an officer is served with process or otherwise receives legal notice that he is being sued for actions and/or omissions taken by the officer in the course of his employment, the officer shall give notice to the City of the lawsuit as set forth in such statute. The City shall furnish legal counsel to defend the officer and shall pay the costs and fees of such counsel. Officers 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 officer.

In cases where there is the probability of a judgment rendered against the officer which would be in excess of the indemnification limits of Section 1-4-6 or of any applicable insurance policies covering such officer, or in cases where there is the probability of a judgment of punitive damages against the officer, the officer 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 officer in excess of the statutory or insurance policy limits is low or in cases where the probability of judgment of punitive damages against the officer 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 officer do not agree on the probability of a judgment against the officer in excess of the statutory or insurance policy limits or on the probability of a punitive judgment against the officer, the officer 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 officer.

Counsel shall be provided to the officer 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.

Section 2.5. Negotiation Release Time.

Four (4) members of the Union's bargaining team will be released from duty and carried on paid time during bargaining sessions. Members so released shall be carried with pay for the length of the actual bargaining sessions, or the number of hours they are scheduled to work, whichever is less. In the interest of preserving the safety of patrol officers working each shift, no more than one member from any shift may be released. (e.g. paid committee members may be comprised of one patrol officer from each shift 7-3, 3-11 and 11-7 and one other officer not assigned to a patrol shift.) Members shall be carried time for time on their

scheduled duty days. Participation in bargaining on non-duty days will not be compensated.

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 officer 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 Association 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 Association 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 patrol officer 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 patrol officer who has a grievance shall submit it in writing to his Supervisor, who is designated for this purpose by the City. The Supervisor 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 patrol officer wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Chief of Police within five (5) days after the designated Supervisor's answer in Step 1 and shall be signed by both the patrol officer and Association President. The Chief of Police shall discuss the grievance within five (5) days with the Association President at a time mutually agreeable to the parties. If no settlement is reached, the Chief of Police shall give the City's written answer to the Association President within five (5) days following their meeting.

STEP 3: If the grievance is not settled in Step 2 and the Association desires to appeal, it shall be referred by the Association President in writing to the Human Resources Director within five (5) days after the Chief of Police's answer in Step 2. A

meeting between the Human Resources Director, the Chief of Police and the Association President 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 Association President. If no settlement is reached, the Human Resources Director shall give the City's written answer to the Association President within five (5) days following the meeting.

Section 3.3. Arbitration.

If the grievance is not settled in accordance with the foregoing, procedure, the Association may refer the grievance to arbitration within five (5) days after receipt of the City's answer in Step 3. 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 Association 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 Association requesting that he set a

time and place for the arbitration, subject to the availability of the City and Association 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 Association 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 including the cost associated with requesting a list of arbitrators, and the

cost of a written transcript shall be divided equally between the City and the Association 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 officer from presenting a grievance to the City and having the grievance heard and settled without the intervention of the Association; provided that the Association 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 Association. Nothing herein shall be construed to limit the Association's right to exercise its discretion to refuse to process officer's grievances which it believes not to be meritorious.

ARTICLE 4 NO STRIKE AND NO LOCKOUT

Section 4.1. No Strike.

Neither the Association 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 discharged or otherwise disciplined by the City.

Section 4.2. No Lockout.

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

ARTICLE 5 DISCIPLINE

Section 5.1. Standards of Discipline.

(a) All disciplinary action against officers covered by this Agreement shall be carried out in accordance with department rules, regulations, orders, policies, procedures, City ordinances or State laws governing the investigation and discipline of law enforcement officers.

(b) The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination, 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 will be upheld if a substantial shortcoming of the officer is proved, which is defined as that which renders the officer'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.

Section 5.2. Jurisdiction of the Grievance Procedure.

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

(b) An officer 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, 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 when the officer subject to suspension or termination chooses to use the arbitration process. The Chief of Police may suspend an officer with or without pay pending the imposition of a suspension in excess of thirty

(30) days or termination by the arbitrator. Nothing in this Article shall be interpreted as prohibiting the grievance arbitrator from terminating an officer even though the recommendation of the Chief of Police 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 and the provision of this agreement. Officers 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 officer is notified of an investigation the department will, every thirty (30) days, give a written status report to the officer. If an officer is questioned by a superior officer in the course of a formal or informal investigation and the officer reasonably believes the questioning may lead to his or her discipline, the officer may request union representation. In that event, the interview shall be delayed to provide the officer reasonable opportunity to obtain that representation.

- (a) The City shall not reinvestigate any incident that was previously investigated by an appropriate authority unless there is reasonable belief the new information is available. An appropriate authority

is defined as the Chief, Assistant Chief, Internal Affairs Officer or such other person expressly designated by the Chief of Police to conduct a specific investigation.

- (b) 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.
- (c) 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 officer.
- (d) At least seventy two (72) hours prior to the interrogation of an officer, the officer shall be informed in writing of the name of the person conducting the investigation.
- (e) Disciplinary action based on the complaint shall be commenced no later than forty-five (45) days after completion of the investigation.

- (f) The officer shall be notified in writing of the findings of the investigation or informal inquiry within fifteen (15) days after the completion of the investigation.
- (g) The provisions of 50 ILCS 725/1 et seq. shall apply to all disciplinary investigations of conduct by an officer except to the extent to which the provisions of this Agreement provide specifically to the contrary.
- (h) Nothing in this Section shall apply to questions from a superior officer in the course of performing his normal day-to-day supervisory duties.
- (i) Officers 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 of the City.
- (j) 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 intend to use in any disciplinary hearing upon appropriate request by the officer or the officer's representative.
- (k) There shall be no off-the-record questions asked of the officer 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 one (1) year (three (3) years in the case

of vehicle use violations) and shall thereafter not be used to support or as evidence of adverse employment action and at the officer's request shall be removed from their personnel file. Any record of discipline greater than a reprimand shall not be used to support or as evidence of adverse employment action after five (5) years from the date of imposition of said discipline and at the officer's request shall be removed from their personnel file. The preceding sentences are contingent on the officer having no other similar disciplinary actions during that period of time. Documents removed at an officer's request will be maintained for the sole purpose of retention of evidence in the event the City needs such records to defend itself against allegations of discrimination and/or deprivation of civil rights. Such documents shall be retained by the City Legal Department.

Section 5.6. Photograph Dissemination.

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

Section 5.7. Polygraph or Chemical Tests.

No officer 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 officer does submit to shall be completely voluntary. The results of the polygraph exam or chemical exam voluntarily submitted to by an officer shall not be admissible as evidence in proceedings before the BFPC or an arbitrator, unless written consent is obtained from the Association's legal counsel. The preceding sentence shall not be interpreted as prohibiting the admission of statements made by the officer to a polygraph examiner during the course of an examination.

Section 5.8. Compulsion of Testimony.

The employer 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 5.9. Disclosure.

Officers 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 officers otherwise intended to be exempt from any state or local freedom of information statute, ordinance or executive order.

Section 5.10. 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 Employer will notify the affected officer within forty eight (48) hours of the presence of the subpoena. The City further agrees to provide the affected officer with a copy of said subpoena upon initial notification.

Section 5.11. Alcohol and/or Illegal Drug Policy.

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 officers 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 officers. Officers 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 officer'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) possessing selling, purchasing consuming or delivering any illegal drug at any time, provided that officers 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 .02 based upon the grams of alcohol per 100 milliliters of blood during the course of the workday or when reporting for scheduled work;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- (e) consuming or possessing illegal drugs at any time, on or off duty, provided that officers may possess illegal drugs in the course of their official duties.

Section 5.12. Drug and Alcohol Testing Permitted.

Where the City has reasonable suspicion to believe that an officer is then under the influence of alcohol or illegal

drugs during the course of the workday, the City shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. At least two supervisors must certify their reasonable suspicions concerning the affected officer prior to any order to submit to the testing authorized herein. There shall be no random testing of officers, except random testing of an individual officer as authorized in Section 5.18 below. The foregoing shall not limit the right of the City to conduct such tests as it may deem appropriate for persons seeking employment as police officers prior to their date of hire.

Department Wide Testing – The City may at its discretion submit the entire bargaining unit to an annual drug test. Should the City exercise such “department wide testing” under this section, every officer shall be required to submit to drug testing once per calendar year, and such test shall ordinarily be administered according to shift, unit of assignment, or division (e.g. all of first shift patrol, traffic unit, CID, etc.) An officer may be excused by the Chief of Police or his designee from participating in the annual drug test administered to his or her work group, but said officer shall be required to make up any missed test at the discretion of the Chief of Police. No officer who tests negative shall,

pursuant to this section (b), be tested more than once in a calendar year, or be subject to a subsequent annual test unless every other bargaining unit member who is available for duty has already been tested.

Section 5.13. Order to Submit to Testing.

At the time an officer is ordered to submit to testing authorized by this Agreement, the City shall provide the officer 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 officer shall be permitted the opportunity to consult with a representative of the Union at the time the order is given. No questioning of the officer shall be conducted without first affording the officer the right to Union representation and/or legal counsel. Refusal to submit to such testing may subject the officer to discipline, but the officer'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 officer 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 5.14. 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 is accredited by SAMHSA;
- (b) insure that the laboratory or facility selected conforms to all SAMHSA 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 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 reserved for later testing if requested by the officer;
- (e) collect samples in such a manner as to preserve the individual officer's right to privacy and to insure a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample, except in circumstances where there is reasonable belief that the officer 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;
- (e) provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense; provided the officer 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 forum adverse to the officer's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the officer is impaired, test results that show an alcohol concentration of .04 or more based upon the

grams of alcohol per 100 milliliters of blood be considered positive. (Note: the foregoing standard shall not preclude the City from attempting to show that test results between .02 and .04 demonstrate that the officer was impaired, but the City shall bear the burden of proof in such cases);

- (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 officer 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 5.15. Right to Contest.

The Association and/or the officer, with or without the Association, 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. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any

manner restricted, diminished or otherwise impaired any legal rights that officers may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Association.

Section 5.16. Voluntary Requests for Assistance.

The City shall take no adverse employment action against an officer 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 officer 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 officer 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 officer's interests, except reassignment as described above.

Section 5.17. Discipline.

Officers 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. Officers 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 officer is not discharged, his continued employment is conditioned upon:

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

Officers 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 officer 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 officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. When an officer 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 officer's submission to such treatment. Officers who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the officer's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable police duties.

Section 5.18. Fitness for Duty.

No officer shall be requested or required to undergo physiological, psychiatric or psychological testing unless the Chief of Police has reasonable cause to believe the officer is unfit for duty. The basis for reasonable cause shall be set forth in writing to the officer at the time the officer is ordered to undergo such testing. Officers shall have the right to Association 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 officer'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 officer.

Section 5.19. Confidentiality of Employee Assistance Program.

The City agrees that any communication whether verbal, written, electronic or otherwise, made by an officer to any counselor or employee of the EAP, peer counselor or PATH counselor, shall be confidential and privileged. Such communication shall be protected from disclosure unless disclosure of communication regarding eminent danger is legally required. Information about an officer participating in the EAP program will not be disclosed to anyone without written permission from the officer unless such disclosure is necessary to protect the safety of the officer or others. The officer'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 5.20. Positive Results.

Concentration of a drug at or above the levels established by SAMHSA shall be considered a positive test result when using the initial immunoassay drug screening test. The parties recognize that such “cut off” levels change from time to time. It is in the interest of the parties to adapt and incorporate any such changes into this Agreement at such time as they are adopted by SAMHSA. At the present time, those levels are:

INITIAL TEST

Level – Nanogram/Milliliter (hereafter referred to as (ng/ml)	
Marijuana metabolite	50
Cocaine metabolite	300
Opiate metabolite.....	2000
Phencyclidine	25
Amphetamines	1000

Concentration of a drug at or above the levels established by SAMHSA for confirmatory tests shall be considered a positive test result when performing a confirmatory Gas Chromatography/ Mass Spectrometry test on a urine specimen that tested positive using a technologically different initial screening method. The parties recognize that such “cut off” levels change from time to time. It is the intent of the parties to adapt and incorporate any such changes

into this Agreement at such time as they are adopted by SAMHSA.

CONFIRMATORY TEST	Level (ng/ml)
Marijuana metabolite	15*
Cocaine metabolite	150**
Opiates:	
Morphine	2000
Codeine.....	2000
6-Acetylmorphine.....	10***
Phencyclidine	25
Amphetamines:	
Amphetamines	500
Methamphetamine.....	500****

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** Benzoylcegonine

*** Test for 6-AM when morphine concentration exceeds 2000 nanograms/milliliter

**** Specimen must also contain amphetamine at a concentration ≥ 200 nanograms/milliliter

Section 5.21. 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 5.22. 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. Application of this Article.

This Article shall not be construed as a guarantee of hours of work per day or per week.

Section 6.2. 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 a patrol officer starts work or is scheduled to start work. The regular workweek shall be forty (40) hours per week and such additional time as may from time to time be required in the judgment of the City to serve the citizens of the City and shall commence with the patrol officer's first regular workday commencing on or after Sunday of each week.

Section 6.3. Shift Assignment.

(a) Annual Scheduling. For a period of fifteen (15) days beginning December 1 of each calendar year, the Chief of Police shall post a list of all shift assignments and available consecutive days during the coming calendar year

within the Patrol Division. Such assignments will be chosen by seniority during the said fifteen (15) day period by members of the Patrol Division who have completed their probationary period prior to December 1. Probationary officers are freely assignable. The new schedule shall be implemented during the last seven (7) days of December and the first seven (7) days of January. During such two week period (which is a transition period), officers may be assigned different days off from those bid by the officer, but in no event shall an officer work more than five (5) consecutive days without payment of overtime; officers are not guaranteed of receiving two (2) consecutive days off during such transition period.

(b) Vacancies. In the event of a vacancy in any shift in the Patrol Division during the year, the Chief of Police will post within a reasonable time, the vacancy for a period of ten (10) calendar days. During said ten (10) day period, members of the Division may bid for the vacancy on the basis of their seniority in the Department. The Chief of Police shall attempt to give notice of the vacancy to any member of the Department not scheduled to work during such ten (10) day period. Notice may be given by mailing a copy of the notice of vacancy by first class mail to the member at his

residence according to departmental records, or if he has left such an address with the Chief of Police prior to such ten (10) day period, at the member's temporary address. Prior to the time a patrol officer completes his probationary period, the Chief of Police will determine the shift to which such probationary patrol officer (or other officer) is to be assigned for the remainder of the year. Such position shall be treated as a vacancy subject to bidding.

Section 6.4. Breaks.

For all officers hired prior to May 1, 1995, all on-duty breaks must be taken within the corporate limits of the City of Bloomington, except that an officer 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 all officers hired on or after May 1, 1995, all on-duty breaks must be taken within the corporate limits of the City of Bloomington.

Section 6.5. Overtime.

(a) The term "authorized overtime" shall be defined as any hours worked by a patrol officer in 'excess of eight (8)

hours a day, or in excess of forty (40) hours in a workweek as defined in Section 6.2, where said patrol officer is assigned or directed to perform such work by a supervisor.

(b) All authorized overtime worked by a patrol officer shall be either paid at one and one-half (1½) times his straight time hourly rate for each overtime hour worked or be given compensatory time figured at the rate of one and one-half (1½) hours for each such overtime hour worked for use as additional vacation time or time off. In no case will a patrol officer be allowed to accumulate compensatory time in excess of sixty (60) hours. Officers shall have the option to select compensatory time in lieu of pay for outside work as per all other authorized overtime contained herein.

(c) The maximum amount of time an officer may work is capped at 16 hours in a 24 hour period or 64 hours in a work week. This time is tracked from the start of the officer's regularly scheduled shift. Court time will not counted towards the 16 hour max per day or 64 hours in a work week. Major investigations and emergency responses may be waived at the discretion of the Police Chief.

(d) The provisions of this Section shall apply only to the extent that they are consistent with the Fair Labor Standards Act.

Section 6.6. Call Back Pay.

Any officer who has completed his scheduled work period and who, after having left work, is called back to work on that day for emergency reasons as authorized by the Chief of Police, shall receive a minimum of two (2) hours work and receive two (2) hours pay at the appropriate rate.

Section 6.7. Training Time.

1. Assigned by Supervisor:

- (a) If an officer 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 6.5.
- (b) If training occurs on an officer's regularly scheduled workday, the shift commander/supervisor has the option of making the training assignment the officer's regular work assignment for that day or to require the officer to work his regularly scheduled assignment in addition to attending training.
- (c) If an officer 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 6.5.

2. Voluntarily Attended With Supervisor Approval

If training is voluntarily attended with approval of the officer'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 patrol officer and his 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 officer to take time off. The supervisor will provide the officer those dates and allow the officer 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 officer fails to schedule a TAL, the TAL will 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 6.5.

If more than one officer from the same shift is scheduled for training on the same day, 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 an officer attends training without supervisor approval no overtime will be paid, nor will a training allowed leave day be owed.

Section 6.8. No Pyramiding.

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

Section 6.9. 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 a police officer to duties within the Patrol Division without regard to seniority, he may do so for a period not to exceed thirty (30) calendar days in any calendar year. Such assignments shall be made on the basis of seniority within each shift for voluntary assignments, and reverse seniority for involuntary assignments. In the event that the seniority list on any shift is exhausted during any calendar year, the seniority list for that shift shall begin anew. The taking of an involuntary assignment shall not render an officer ineligible to bid on a voluntary assignment, nor shall the taking of a voluntary assignment disqualify an officer from bidding on or being required to take a

subsequent assignment. Assignments pursuant to this Section shall not be arbitrary or capricious.

Section 6.10. Acting Pay.

When an officer covered by this Agreement is required to work a full shift or longer on a temporary or acting basis as and in lieu of a Sergeant, he shall receive one (1) hour of overtime.

Section 6.11. Court Time Overtime.

An officer 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 officer's regular duty hours and such appearances are in the officer's official capacity as a City of Bloomington police officer.

If, at the expiration of the two (2) hour period referred to in the previous paragraph, the officer is still in court or at the State's Attorney's Office, the officer shall receive overtime compensation for any additional time actually spent by the officer, 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 officer 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 officer's regular duty hours, the officer 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 6.12. Field Training Officer.

An officer shall receive in addition to any other pay he may be entitled to under this Agreement, one and a half (1.5) hours additional pay at an overtime rate for each duty day that he is assigned a recruit. Officers shall have the option to select compensatory time in lieu of pay. Prohibitions against pyramiding shall not apply to any part of this section.

Section 6.13. Outside Employment.

All outside employment situations involving the use of general police powers shall be assigned by the Department. The officer shall be considered on duty with the Department. The City shall enter into a contract with the outside entity desiring police services.

No officer shall engage in outside employment involving the exercise of general police powers absent

assignment by the Department and a contract with the outside entity. Assignments shall first be made on the basis of seniority in the Department. Once an officer declines an assignment or serves an assignment, his name shall be placed at the bottom of the seniority list. Officers will not be allowed to accept outside employment if they are regularly scheduled to work.

Nothing herein prohibits an officer from utilizing compensatory time due the officer to obtain an excused absence from his regularly assigned duties and then accepting a currently posted outside employment assignment provided the officer would otherwise be permitted to use compensatory time. Officers shall have the option to select compensatory time in lieu of pay for outside work as per all other authorized overtime contained herein, unless the terms of a grant, which is used to compensate officers prohibits the acceptance of compensatory time in lieu of overtime pay.

Section 6.14. Early Out.

Police officers who work 3rd shift (11:00 p.m. - 7:00 a.m.) shall have the opportunity to leave early (not more than two hours) on the last day of their work week at the

discretion of their shift supervisor based upon manpower level, work load, and individual officer performance. Individual officer performance standards for the purpose of this benefit shall be communicated to each officer at the annual shift meeting.

All police officers shall have the opportunity to leave four (4) hours early on their last day of work preceding five (5) consecutive vacation days two (2) times per calendar year, manpower and work load providing.

Section 6.15. New Positions.

If any specialized positions are created and filled, the parties agree to negotiate regarding the impact of those decisions on terms and conditions of employment not already governed by the Agreement.

ARTICLE 7 WAGES

(a) Effective May 1, 2007, 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, 2006, except as otherwise provided in Appendix "A".

(b) Effective November 1, 2007, the rates of pay for all officers covered by this Agreement will be increased by

2.00% over the rates of pay in effect on May 1, 2007 except as otherwise provided in Appendix "A".

(c) Effective May 1, 2008, the rates of pay for all officers covered by this Agreement will be increased by 3.50% over the rates of pay in effect November 1, 2007, except as otherwise provided in Appendix "A".

(d) Effective May 1, 2009, the rates of pay for all officers covered by this Agreement will be increased by 3.00% over the rates of pay in effect May 1, 2008, except as otherwise provided in Appendix "A". The Union reserves the right to reopen wages for May 1, 2009 no later than 60 days prior to the beginning of the fiscal year.

(e) (d) Effective May 1, 2010, the rates of pay for all officers covered by this Agreement will be increased by 3.00% over the rates of pay in effect May 1, 2009, except as otherwise provided in Appendix "A". The Union reserves the right to reopen wages for May 1, 2010 no later than 60 days prior to the beginning of the fiscal year.

Nothing contained in this Agreement, particularly the scheduled pay increases and salary schedules incorporated herein, is understood by the parties or to be construed by anyone else to preclude any officer covered by the Agreement, from voluntarily reducing his pay as provided in

the Agreement pursuant to a salary reduction Agreement in order to participate in the City of Bloomington's Flex Cash Plan.

The Association agrees that during the term of this Agreement, the act of depositing a paycheck while on duty is not an act arising out of or in the course of an officer's employment for purposes of the Workers' Compensation Act.

ARTICLE 8 PAYMENT IN LIEU OF HOLIDAY PAY

Officers covered by this Agreement shall be paid in lieu of Holiday Pay an amount equal to 139 hours at their regular rate for the eleven and one-half (11½) Holidays. This additional pay shall be prorated among all said officers and shall be included in the basic biweekly salary set forth in the Appendixes to this Agreement.

In recognition of the fact that they are already paid for holidays, officers covered by this Agreement will not be paid additional compensation for work performed on a Holiday, subject to the requirements of the Fair Labor Standards Act.

ARTICLE 9 VACATION

The parties recognize a calendar year, defined as January 1 through December 31, for purposes of scheduling vacation leave. Vacation leave is accrued upon the occasion of an officer's anniversary date according to the following schedule:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
DOH	2 weeks
1 Year, but less than 8 years	2 weeks
2 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

Officers may, subject to the needs of the City, be allowed to use any additional vacation leave accrued during a calendar year on or after the occurrence of an anniversary date on which it is earned. For scheduling purposes, officers may, subject to the needs of the City, be allowed to schedule any additional accrued vacation leave in advance so long as it is scheduled on or after the anniversary date upon which it is accrued.

Officers whose anniversary dates fall on or between October 1 and December 31 of any calendar year, and who accrue additional vacation leave in said calendar year, shall

be allowed to carry such additional vacation leave over into the following calendar year.

In addition to the regular vacation sign-up, those wishing to hold one week's (40 hours) vacation may do so. A separate sign-up, just to show intention, will be posted in addition to the primary form.

After the vacation schedule is complete, each officer, by seniority, will be called before the shift commander and may, if he desires, choose one (1) Holiday during the forthcoming year as a vacation day, providing such Holiday is available and/or allowable.

All remaining vacation days, per person, shall be on a first come basis. Vacation days are considered equal to PC Days and Comp time. They do not have priority.

On or about September 1st, all officers must declare the remaining days they wish to have off prior to December 31st of that year, to insure against loss of vacation time.

An officer's vacation time shall coincide with the officer's regular work week. This paragraph shall not be construed or interpreted to alter the amount of vacation to which any officer is entitled under this Agreement.

No more than one (1) officer per shift will be permitted to take vacation leave on the same day unless the shift

commander for that shift gives advance approval for such vacation leave.

Fifty percent (50%) of accumulated unused, vacation from one year may be carried over to the next calendar year.

ARTICLE 10 LEAVES

Section 10.1. Emergency Leave.

When there is an emergency situation and/or serious illness or other serious extenuating circumstance at the home of an officer covered by this Agreement, said officer may be granted time off duty, at the discretion of the Chief of Police, to make arrangements to alleviate the emergency situation.

Section 10.2. Personal Convenience Days.

Each officer 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 officer subject to the discretion of the Department Head. Personal Convenience Days may not be accumulated from one fiscal year to another.

Section 10.3. 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 or obtaining medication related to the illness.

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 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 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 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:

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

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 officers. If an officer (or their immediate family

member) is experiencing an on-going medical situation they may provide information from their doctor detailing their need for sick leave. If an officer can not provide or elects to not provide information progressive discipline will be administered. In situations of suspected sick leave abuse, officers 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.

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 10.4. Jury Duty.

Upon submission of official notification from the Jury Commission, an officer called to jury duty shall be released as provided in this Section. If the jury service occurs during the officer's shift, the officer shall be released without loss of pay; if the service occurs on the same day as an officer's duty, but not on his shift, the officer 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 officer released under this Section shall pay the City all amounts received for jury service for the period of time the officer is released.

Section 10.5. Court Days.

In recognition of the inconvenience endured by police officers in preparation for criminal trials which result in continuances or pleas of guilty which make the officer's appearance in court unnecessary, officers are granted thirty-two (32) hours paid leave per year which is in addition to all

other paid leaves granted by this Contract, which is 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. The officer shall request such time off from his shift commander, who shall not unreasonably withhold permission for such time off.

Section 10.6. Bereavement Leave.

The City may grant officers paid time off from work in the event of the death of someone close to them, including family members and longtime friends. The amount of time off will depend upon the circumstances and the personal needs of the officer and is at the discretion of the department head.

If leave is required beyond the initial authorization by the department head, approval must be obtained for the additional leave. The officer may be required to use available vacation or personal time.

Section 10.7. Pregnancy.

Officers who become pregnant and who are restricted from fulfilling the physical requirements of police work by their physician, shall be allowed to work in a light duty assignment, upon the request of the officer accompanied by a note from their physician, on a temporary basis not to

exceed the length of the pregnancy up to the date of delivery.

Section 10.8. Duty Related Injuries.

Each employee covered by this Agreement who is injured in the line of duty shall receive the benefits provided for in the Public Employee Disability Act, 5 ILCS 345. Any employee covered by this Agreement who disputes amounts paid under this provision may file a grievance, if he executes a waiver of other legal remedies which may be available to the employee under 5 ILCS 345. No arbitrator shall have jurisdiction to decide such a grievance absent execution of a waiver.

Section 10.9. Convention Leave

Executive Board members and/or delegates shall be allowed up to 160 hours paid release time annually in aggregate to attend the Policemen's Benevolent and Protective Association of Illinois State Convention. The president shall give notice of the delegates not less than 14 calendar days prior to the leave.

Section 10.10. Other Leaves of Absence.

Leaves of absence as defined by Bloomington Employee Handbook insofar as they are applicable to the

Police Department and not contained or otherwise provided for in this Agreement, are hereby incorporated into this Agreement.

Section 10.11. Scheduled Leave Days.

There shall be no less than one (1) slot per shift on each shift, including first, second, third and power shifts, for the use of scheduled leave days. An officer may use held back individual vacation days, personal convenience days, court exchange days and compensatory time days for scheduled leave.

Scheduled leave days cannot be requested more than sixty (60) days prior to the proposed use of such time. Scheduled leave time shall be on a “first come, first served” basis. Scheduled leave time shall be in addition to annual bid vacation time. This Section shall not be interpreted to in any way limit the number of officers that a supervisor may additionally grant leave.

Once a scheduled leave day is granted it will not be revoked except in emergency circumstances.

ARTICLE 11 UNIFORMS AND CLOTHING

Section 11.1. Uniforms.

The City agrees to furnish officers covered by this Agreement with uniforms and leather goods such as belts and holsters.

Officers covered by this Agreement shall maintain their uniform and leather goods in good repair in accordance with departmental rules.

Uniforms and leather goods damaged in the line of duty will be repaired or replaced at the expense of the City.

Section 11.2. Clothing Allowance.

Non-uniformed officers shall be furnished an allowance of \$1000 per year if they are assigned to duties requiring plain clothes on January 1 of any calendar year. Payment shall be made to such eligible officer by January 15 of said calendar year. If an officer enters a plain clothes assignment after January 1st the officer shall receive \$83.00 per remaining calendar month. The allowance shall be paid in lump sum.

ARTICLE 12 FRINGE BENEFITS

Section 12.1. Physical Fitness Incentive.

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

center designated by the City for any officer covered by this Agreement who desires to receive such contribution. Any officer 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 12.2. 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 Health Benefit Plan, 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 for plan year 2009 ninety percent (90%) 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.

The City agrees to pay for plan year 2010 eighty percent (80%) 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.

The City agrees to pay for plan year 2011 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 officers and their dependents.

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

(f) An officer 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 officer can show substantially changed and unanticipated family circumstances (such as divorce) 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.

Section 12.3. Tuition Reimbursement.

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

- (1) The officer notifies the Chief of Police prior to registration of his intent to claim tuition reimbursement for the course.
- (2) The course is required or part of a required sequence leading to a Bachelors or Masters 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.
- (3) At the end of any course eligible for tuition reimbursement under this Section, the City will reimburse the officer 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)

The amount reimbursed to the officer will be less any amount received for scholarships, military, financial aid grants, etc. Officers are required to disclose this information at the time their bills and grades are submitted. Monies received from what is commonly referred to as the "G.I. Bill" will not be considered when calculating the reimbursement.

(b) An officer who leaves the Department within one (1) year of receiving reimbursement for BA/BS classes will

refund to the City the amount reimbursed for the previous twelve (12) months.

(c) An officer who leaves the Department within three (3) years of receiving reimbursement for MA/MS classes will refund to the City the amount reimbursed for the for the previous three (3) years.

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

Section 12.4. Damaged Personal Property.

The City agrees to replace or repair at no cost to the officer personal items lost, damaged or stolen in the course of duty up to two hundred dollars (\$200.00) per item. Personal items shall be defined to include such things as an officer's wristwatch, gloves, flashlight or other items deemed appropriate by the City for replacement. Officers must request that the State's Attorney seek restitution for the value of personal property as a precondition for receiving reimbursement from the City. If restitution is obtained, the officer shall repay the City the full amount of the restitution or

the amount they were reimbursed by the City, whichever is less.

Section 12.5. Mileage Reimbursement.

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

Section 12.6. Survivor's Benefit.

The City agrees that upon the death of an officer, the officer's estate shall receive full financial compensation for all unused vacation time, personal convenience time, wellness and accumulated earned time. The value of said time will be calculated at the deceased officer's hourly rate of pay and multiplied by the amount of unused time as defined above.

Section 12.7. Parking.

The City shall provide, at no cost to the officer, two parking stickers for the lower parking lot directly east of the Department, which shall permit the officers to park in that lot so long as it is available for employee parking.

Section 12.8. Professional Fees and Subscriptions.

If, as a condition of employment, the City requires an officer to become a member of a professional organization, or if the City requires an officer 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 Public” status.

Section 12.9. Other Fringe Benefits.

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

ARTICLE 13 MEETINGS BETWEEN THE PARTIES

At least once each three (3) months the officers of the Police Benevolent and Protective Association, the Chief of Police, and a municipal administrative officer shall meet at a mutually agreeable time and place to exchange views and discuss matters of mutual concern. This Section shall not be applicable to any matter that is the subject of grievance that is being processed pursuant to the grievance procedure set forth herein.

ARTICLE 14 MANAGEMENT RIGHTS

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Police 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 Police 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 15 OFFICER SAFETY

Section 15.1. Unsafe Equipment.

Ordinarily, no officer 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 officers in parking areas, the City will take reasonable steps to safeguard officer 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 officers will have available to them, at no cost, high quality HIV germicidal available for immediate use.

Section 15.4. Violence Prevention Initiative.

The parties agree that the safety of officers 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.

Section 15.5. Safety Equipment.

The City may require officers to wear certain protective equipment. The City shall furnish any required safety clothing, at no cost to the officer. 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 officer without the officer's knowledge and consent.

Section 15.6. Inoculations.

The City of Bloomington agrees to pay all expense for reasonable inoculations or immunization shots for officers and/or members of their immediate family or household member when such becomes medically necessary as a result of said officer'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 an officer and/or members of the officer's family or household when such becomes necessary as a result of said officer's exposure to anthrax, other biological weapon(s) or similar calamities, poison gas exposure such as to sarin, toxic material or substances, or radioactive exposure. The

exposure(s) to such hazard(s) must be suffered by the officer while in the line of duty.

ARTICLE 16 ASSOCIATION RIGHTS

Section 16.1. Retaliatory Actions Prohibited.

No officer 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 16.2. Notice of Policy Change.

In an effort to encourage trust and communication, the City agrees, when operationally possible to give the existing Association 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 or employment.

Section 16.3. Right to Data.

The Association 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 Association's right to challenge a denial in Circuit Court or at the Illinois State Labor Relations Board.

Section 16.4. Union Security.

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

ARTICLE 17 SAVINGS/CONFLICT

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 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 Association 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.

ARTICLE 19 DROP PLAN

In the event the Illinois Statute applicable to officers 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 provision of Section 14 of the Illinois Public Relations Act.

ARTICLE 20 TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of May, 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 precedential. 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 a new agreement has been negotiated or arbitrated, and executed by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2008.

**POLICE BENEVOLENT AND PROTECTIVE
ASSOCIATION, UNIT NO. 21**

/s/ _____

/s/ _____

/s/ _____

/s/ _____

/s/ _____

/s/ _____

CITY OF BLOOMINGTON, ILLINOIS

/s/ _____

/s/ _____

/s/ _____

/s/ _____

/s/ _____

**APPENDIX "A" – POLICE SALARIES May 1, 2007-April
30, 2011**

May 1, 2007 - April 30, 2008

		BI-WEEKLY BASE	ANNUAL BASE	HOLIDAY PAY	TOTAL ANNUAL	BI-WEEKLY PAY	HOURLY RATE	OVERTIME RATE
Probationary		\$1,674.43	\$43,535.18	\$2,909.32	\$46,444.50	\$1,786.33	\$20.93	\$31.40
1 Year		\$1,864.77	\$48,484.02	\$3,240.04	\$51,724.06	\$1,989.39	\$23.31	\$34.96
2 Years		\$2,020.52	\$52,533.52	\$3,510.65	\$56,044.17	\$2,155.55	\$25.26	\$37.88
3 Years	(BASE)	\$2,204.19	\$57,308.94	\$3,829.78	\$61,138.72	\$2,351.49	\$27.55	\$41.33
5 Years	4%	\$2,292.36	\$59,601.36	\$3,982.98	\$63,584.34	\$2,445.55	\$28.65	\$42.98
10 Years	7%	\$2,358.48	\$61,320.48	\$4,097.86	\$65,418.34	\$2,516.09	\$29.48	\$44.22
15 Years	9%	\$2,402.57	\$62,466.82	\$4,174.47	\$66,641.29	\$2,563.13	\$30.03	\$45.05
20 Years	14%	\$2,512.78	\$65,332.28	\$4,365.96	\$69,698.24	\$2,680.70	\$31.41	\$47.11

November 1, 2007 - April 30, 2008

		BI-WEEKLY BASE	ANNUAL BASE	HOLIDAY PAY	TOTAL ANNUAL	BI-WEEKLY PAY	HOURLY RATE	OVERTIME RATE
Probationary		\$1,707.92	\$44,405.92	\$2,967.51	\$47,373.43	\$1,822.06	\$21.35	\$32.02
1 Year		\$1,902.07	\$49,453.82	\$3,304.85	\$52,758.67	\$2,029.18	\$23.78	\$35.66
2 Years		\$2,060.93	\$53,584.18	\$3,580.87	\$57,165.05	\$2,198.66	\$25.76	\$38.64
3 Years	(BASE)	\$2,248.27	\$58,455.02	\$3,906.37	\$62,361.39	\$2,398.52	\$28.10	\$42.16
5 Years	4%	\$2,338.20	\$60,793.20	\$4,062.62	\$64,855.82	\$2,494.45	\$29.23	\$43.84
10 Years	7%	\$2,405.65	\$62,546.90	\$4,179.82	\$66,726.72	\$2,566.41	\$30.07	\$45.11
15 Years	9%	\$2,450.61	\$63,715.86	\$4,257.93	\$67,973.79	\$2,614.38	\$30.63	\$45.95
20 Years	14%	\$2,563.03	\$66,638.78	\$4,453.26	\$71,092.04	\$2,734.31	\$32.04	\$48.06

May 1, 2008 - April 30, 2009

		BI-WEEKLY BASE	ANNUAL BASE	HOLIDAY PAY	TOTAL ANNUAL	BI-WEEKLY PAY	HOURLY RATE	OVERTIME RATE
Probationary		\$1,767.70	\$45,960.20	\$3,071.38	\$49,031.58	\$1,885.83	\$22.10	\$33.14
1 Year		\$1,968.64	\$51,184.64	\$3,420.51	\$54,605.15	\$2,100.20	\$24.61	\$36.91
2 Years		\$2,133.06	\$55,459.56	\$3,706.19	\$59,165.75	\$2,275.61	\$26.66	\$39.99
3 Years	(BASE)	\$2,326.96	\$60,500.96	\$4,043.09	\$64,544.05	\$2,482.46	\$29.09	\$43.63
5 Years	4%	\$2,420.04	\$62,921.04	\$4,204.82	\$67,125.86	\$2,581.76	\$30.25	\$45.38
10 Years	7%	\$2,489.85	\$64,736.10	\$4,326.11	\$69,062.21	\$2,656.24	\$31.12	\$46.68
15 Years	9%	\$2,536.39	\$65,946.14	\$4,406.98	\$70,353.12	\$2,705.89	\$31.70	\$47.56
20 Years	14%	\$2,652.73	\$68,970.98	\$4,609.12	\$73,580.10	\$2,830.00	\$33.16	\$49.74

**APPENDIX "A" – POLICE SALARIES May 1, 2007-April
30, 2011**

May 1, 2009 - April 30, 2010

		BI-WEEKLY BASE	ANNUAL BASE	HOLIDAY PAY	TOTAL ANNUAL	BI-WEEKLY PAY	HOURLY RATE	OVERTIME RATE
Probationary		\$1,820.73	\$47,338.98	\$3,163.52	\$50,502.50	\$1,942.40	\$22.76	\$34.14
1 Year		\$2,027.70	\$52,720.20	\$3,523.13	\$56,243.33	\$2,163.21	\$25.35	\$38.02
2 Years		\$2,197.05	\$57,123.30	\$3,817.37	\$60,940.67	\$2,343.87	\$27.46	\$41.19
3 Years	(BASE)	\$2,396.77	\$62,316.02	\$4,164.39	\$66,480.41	\$2,556.94	\$29.96	\$44.94
5 Years	4%	\$2,492.64	\$64,808.64	\$4,330.96	\$69,139.60	\$2,659.22	\$31.16	\$46.74
10 Years	7%	\$2,564.54	\$66,678.04	\$4,455.89	\$71,133.93	\$2,735.92	\$32.06	\$48.09
15 Years	9%	\$2,612.48	\$67,924.48	\$4,539.18	\$72,463.66	\$2,787.06	\$32.66	\$48.98
20 Years	14%	\$2,732.32	\$71,040.32	\$4,747.41	\$75,787.73	\$2,914.91	\$34.15	\$51.23

May 1, 2010 - April 30, 2011

		BI-WEEKLY BASE	ANNUAL BASE	HOLIDAY PAY	TOTAL ANNUAL	BI-WEEKLY PAY	HOURLY RATE	OVERTIME RATE
Probationary		\$1,875.35	\$48,759.10	\$3,258.42	\$52,017.52	\$2,000.67	\$23.44	\$35.16
1 Year		\$2,088.53	\$54,301.78	\$3,628.82	\$57,930.60	\$2,228.10	\$26.11	\$39.16
2 Years		\$2,262.96	\$58,836.96	\$3,931.89	\$62,768.85	\$2,414.19	\$28.29	\$42.43
3 Years	(BASE)	\$2,468.67	\$64,185.42	\$4,289.31	\$68,474.73	\$2,633.64	\$30.86	\$46.29
5 Years	4%	\$2,567.42	\$66,752.92	\$4,460.89	\$71,213.81	\$2,738.99	\$32.09	\$48.14
10 Years	7%	\$2,641.48	\$68,678.48	\$4,589.57	\$73,268.05	\$2,818.00	\$33.02	\$49.53
15 Years	9%	\$2,690.85	\$69,962.10	\$4,675.35	\$74,637.45	\$2,870.67	\$33.64	\$50.45
20 Years	14%	\$2,814.28	\$73,171.28	\$4,889.81	\$78,061.09	\$3,002.35	\$35.18	\$52.77