



MEMORANDUM

CITY OF BLOOMINGTON LEGAL DEPARTMENT

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

INTRODUCTION

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

BACKGROUND

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

SUBSTANTIVE CHANGES

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

Percentage Salary Increases

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

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

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

Longevity

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

Specialty Pay

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

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

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

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

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

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

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

Shift Differential

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

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

Contractual Overtime

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

Shift Transfers (Shift Bids)

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

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

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

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

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

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

Time Off for Union Business

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

Probationary Officer Leave

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

Detective On-Call Clarification

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

Sick Note Clarifications

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

CONCLUSION

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