

PB&PA UNIT 6 SUCCESSOR AGREEMENT OPENING PROPOSALS

Tuesday, September 23, 2014

1. Reverting to a centralized police department on the January 2015 changeover date Pursuant to the July 23, 2013, arbitration-mediation agreement referring to the Pilot Police District (PPD) the Union invokes Article XI subsection "c" and does not agree to "extend, expand or make permanent" the Pilot program. As such it is the Union's intent that the department revert back to a centralized department with the same shift hours the department utilized prior to the establishment of the Pilot Police District. Therefore the department would revert back to ten (10) hour shifts and discontinue utilizing the twelve (12) hour shift effective on the changeover date in January 2015.

2. The Union seeks to incorporate 50 ILCS 135/12 Illinois Local Governmental Employees Political Rights Act in the CBA amending to include the right of bargaining members to serve as an elected official with the same rights provided for firefighters:

50 ILCS 135/12 Local Governmental Employees Political Rights Act

Sec. 12 Elective and appointed office.

(a) A member of any fire department or fire protection district may;

(1) Be a candidate for elective public office and serve in that public office if elected;

(2) Be appointed to any public office and serve in that public office if and

(3) As long as the member is not in uniform and not on duty, solicit votes and Campaign funds and challenge voters for the public office for which the member Is a candidate.

(b) A firefighter who is elected to the Illinois General Assembly shall, Upon written application to the employer, be granted a leave of Absence without compensation during his or her term of office.

(Source: P.A. 94-316, eff. 7-25-05; 95-142, eff. 8-13-07)

NOTE: The CBA language would replace all references to fire department with police department so that bargaining members are able to seek political office while employed as a Rockford police officer. Additionally any language referring to a fire protection district would not be included.

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3. Memorialize in the CBA the agreement regarding providing the Union and the affected bargaining member a copy of any Brady letters that might be issued prior to the issuance of the letter to afford the member and Union the opportunity to dispute the letter being issued.
4. Memorialize in the CBA the agreement regarding providing notification to the member of any requests for release of information pertaining to the member pursuant to a written or electronic FOIA request. No FOIA request will be honored unless it is in writing or requested electronically. The member shall be informed of the written or electronic request no less than 24 hours prior to the release of the requested information. The administration will not release any information pertaining to the member unless it is required by FOIA.
5. Memorialize in the CBA the September 8, 2014, Light Duty memo the Union provided to the administration during the most recent Labor-Management meeting.
6. Memorialize in the CBA the September 9, 2014, Critical Incident Administrative Leave provision the Union provided to the administration during the most recent Labor-Management meeting with the following addition: Officers placed on administrative leave as a result of a critical incident will not be confined to their residence. The officer will provide their personal cell phone number to administration for the purpose of being available if the need arises. If the officer does not have a personal cell phone, or does not want to provide their cell phone number, the administration shall provide a cell phone for the officer for the duration the officer is on administrative leave.
7. Amend Article 15.9 Discipline subsection "B" to read: "Employees, ***including probationary employees***, shall be entitled to have a Union representative present at any conference with the Employer which may result in disciplinary action against them in accordance with **NLRB v. Weingarten**. The Employer shall, at the time he schedules the conference with the employee, notify the employee of this right."

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8. Squad cars: future leasing or purchases of squad cars will be determined by a joint committee consisting of three (3) members appointed by the administration and four (4) members appointed by the president of PB&PA Unit 6. This committee would also be tasked with reviewing any suggestions for new equipment for the squad cars as well as additional equipment designated for use by bargaining members that are assigned to a uniformed position.
9. Peer advisement for police applicants: The president of PB&PA Unit 6 would be able to appoint three (3) PB&PA Unit 6 members to participate in the oral interviews of applicants and provide input to the commissioners.
10. EWS/Blue Team: Eliminate the program and the Office of Professional Standards (OPS) handle complaints whenever an individual files a complaint and sworn against an officer.
11. Business casual for investigators except when appearing in court – then suits unless assigned to Gang Unit or similar position to be identified during negotiations.
12. Eliminate the afternoon shift in the DB
13. Dissolve Neighborhood Resource Unit (NRU) and re-establish the Community Services Unit and M-3 Unit shifts. The M-3 Unit would be re-established pursuant to the original agreement which is attached to this proposal.
14. Reduce the number of days an officer in any unit that currently is able to flex officers starting and ending time to a maximum of four (4) times monthly and not more than once per week. NOTE: See attached M-3 Streets Team provisions for details on the ability to flex officers assigned to the M-3 Streets Team.
15. Nylon Sam Brown belt and appropriate nylon equipment

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16. Elimination of Article 5A subsection "C" which is the four (4) year rule permitting the administration to assign patrol officers with less than four (4) years completed to whichever patrol shift administration desires.
17. An officer that serves in a special unit will not be eligible for assignment to different special unit for at least one (1) full year after being removed from a special unit. The special units affected by this provision will be identified during negotiations by the Union. No officer will be permitted to serve a second term in any of the special units identified during negotiations. An exception would be if the officer had not served the maximum years in the identified special units. In such case the officer would be eligible to complete the maximum number of years in a different special unit. Additionally, if no one applies for an opening in a special unit then the one (1) year rule may be waived.
18. Increase the number of years required to be eligible to serve as a Field Training Officer from the current three (3) years to a minimum of five (5) years.
19. Computer access to Time Coming (TC) banks as well as vacation hours and other personal information. Rockford Memorial Hospital (RMH) employees are able to access their previous ten (10) years of payroll records, TC hours and usage/accrual, their benefit selections and various additional personal benefit information via the Internet from their residence or while working.
20. Issue Tasers to all patrol officers that are equipped with cameras by July 1, 2015
21. Minimum staffing for patrol and traffic shifts (timely response to calls for service, proper back-up response, fatigue - safety issue, vacation and compensatory time coming usage, sick leave, FMLA related matters, training, workers compensation injuries, etc.) Additionally, the administration will assign no less than two (2) squadrols per patrol shift daily for 24/7 operations.
22. Take home squads for investigators and continued assignment of take home vehicles for all bargaining members that currently have one.

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23. Ability to designate overtime to TC bank with a cap of not more than 480 hours
24. Provide subsidized vision care and purchase of glasses through Dental Vision Insurance Plan or similar.
25. Revert to “past practice” of issuing two (2) pairs of footwear (shoes or boots) annually
26. Reimbursement for membership to a health club or gym up to \$75 monthly and/or provide a larger wellness discount for health insurance premiums if a bargaining member belongs to a health club or gym.
27. Education pay equivalent the comparable police agencies (amounts will be determined during contract negotiations)
28. Increase On-Call Pay by \$75
29. Increase all stipends by \$400 – Field Training Officers (FTO) by \$700
30. Negotiate stipends for all special units and positions requiring certifications equal to or greater than stipends paid currently for being assigned or designated to a special unit or holding specific certifications. Examples of such assignments that would have stipends added as compensation would be, but not limited to, ILEAS, Mobil Field Force, Dignitary Protection Team, Color Guard and the Mobil Command Unit.
31. Eliminate caps for shifts differentials and all other stipends that have a dollar amount cap figured off a percentage. The percentage for the applicable stipend would remain the same without reference to a specific dollar amount cap.

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32. Increase the number of “full service” K-9 dogs and handlers to a total of no less than six (6) and no less than two (2) “bomb” dogs and handlers.

33. Create a dedicated “full time” sergeant position to supervise the K-9 officers and their training. Said sergeant’s duties would be entirely dedicated to supervising the K-9 program.

34. Wages:	January 1, 2015	3.75%
	January 1, 2016	3.75%
	January 1, 2017	3.75%

35. Retirement Incentive –

The City of Rockford and the Union agree to an early retirement incentive that will be in effect until a new collective bargaining agreement is reached.

In order to avail him/herself of this incentive, the bargaining member of the union must have given a minimum of sixty (60) days written notice to the City, with the specific date of termination of employment indicated.

A bargaining member who is at least 50 years old and having a minimum of twenty (20) years of continuous service with the City and is eligible to receive a pension from the Police Pension Fund shall be entitled to remain on the City of Rockford’s health and dental insurance plan with the City paying seventy percent (75%) of the applicable premium for the health and dental insurance coverage selected by the bargaining member and the bargaining member shall pay thirty percent (25%) of the applicable premium for the first sixty (60) months of coverage upon retirement.

The retiree’s spouse shall be allowed to continue with the City’s health and dental insurance coverage with the same applicable rate and conditions should the retired employee predecease the spouse.

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ORIGINAL AGREEMENT ESTABLISHING THE M-3 STREETS TEAM UNIT

- This provision would be revised to update the effective dates to that of the January 2015 department changeover date.

16.13 M-3 Streets Team Unit (Effective January 14, 2007 ~~_____~~, **2015**)

1. Effective on the changeover date of January 14, 2007 ~~_____~~, **2015**, the former Bike, TAC and RHA units will be dissolved and the M-3 Streets Team Unit will become functional.

This unit will perform the same tasks as previously performed by the Bike, TAC and RHA employees. All employees assigned to the new unit would be crossed trained to perform the previous tasks of the former units including training as Bike Officers. The Department may direct the employees of the unit to actively serve warrants, similar to the previous warrant officer position, in addition to their other tasks. The unit shall be established as follows:

- a. The M-3 Streets Team Unit would become functional on the changeover date of January 14, 2007 ~~_____~~, **2015**, and the former Bike, TAC and RHA NRU units would be dissolved.
- b. **All officers currently assigned to either the M-3 Unit or the NRU Unit will be automatically assigned to the M-3 Streets Team unless the individual officer submits a written request to be reassigned to a patrol shift. The current officers assigned to either the M-3 Unit or NRU Unit will bid for which shift they would want to be assigned. Once the bidding process for current officers assigned to either the M-3 Unit or NRU Unit is completed the** The Department would immediately issue a memo indicating it would be accepting letters of interest for the M-3 Streets Team Unit beginning Friday, December 15, 2006 ~~_____~~ **12, 2014**, until 1300 hours on Tuesday, December 26, 2006 ~~_____~~ **23, 2014**. The minimum requirement for applying for the M-3 Streets Team Unit is the completion of at least four (4) years on the Rockford Police Department as a sworn officer ~~by January 14, 2007~~. The employees shall include their first choice of shift assignment, either the Day or Night Shift, in their letter of interest.
- c. **NOTE: THIS SECTION COULD BE INSERTED AS SECTION "b" OR DELETED AS THE NEW VERBIAGE IN SECTION "b" SERVES THE SAME PURPOSE – PERMITTING CURRENT OFFICERS ASSIGNED TO EITHER THE M-3 OR NRU UNITS TO BE PROVIDED THE FIRST OPPORTUNITY TO SERVE ON THE M-3 STREETS TEAM** Any employee currently assigned to the Bike, RHA, or TAC unit must submit a letter of interest to be assigned to either the M-3 Streets Team Unit, assigned to a different special unit, or assigned to a patrol shift. If an employee currently assigned to the Bike, RHA, or TAC unit submits a letter of interest they shall automatically be assigned to the M-3

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Streets Team Unit. If the employee does not request to be assigned to the M-3 Streets Team Unit, they shall be granted their request for reassignment of their choice of either another special unit or patrol shift if there is an opening. If there is no opening the employee will be reassigned as deemed necessary by the Department.

- d. Assignments to the M-3 Streets Team Unit will be posted no later than 48 hours after the deadline for submission of letters. Assignment to the unit will be from the list compiled of employees that submitted letters of interest. If an insufficient number of employees volunteer for the unit, the Department shall force the most junior officer(s) that have completed a minimum of four (4) years as a sworn officer on the Rockford Police Department by January 14, 2007 ~~___~~, 2015. Assignments to the Day and Night Shifts for the M-3 Streets Team Unit will be done in the manner as shift bids for employees assigned to a patrol shift. ~~Employees currently assigned to the Bike, RHA, or TAC units will be eligible to be forced, if they meet the force back conditions, to the M-3 Streets Team Unit if they had requested to be assigned to either another special unit or a patrol shift.~~
- e. ~~The Department may, at any time, determine to staff the unit with less than the maximum number of employees authorized by this proposal. The Department will have authority to staff the unit with the maximum number of employees at any time during a calendar year. The maximum number of employees for the unit shall be thirty-six (36) patrol officers and three (3) sergeants. Assignments made to the unit after the initial period of accepting letters shall be first made from the existing applicants, if any. If the applicant list is depleted the Department shall request letters of interest before forcing any employee to the unit.~~
- f. The unit shall consist of a permanent Day Shift consisting of not more than ten (10) patrol officers and one (1) sergeant and a permanent Night Shift consisting of not more than twenty-eight (28) patrol officers and two (2) sergeants.
- g. Employees assigned to the Day Shift shall work eight (8) consecutive hours and their regularly scheduled hours will be 0800 to 1600. Employees assigned to the Night Shift shall work ten (10) consecutive hours and their regularly scheduled hours will be 1900 to 0500. Effective on the changeover date in January 2010 there shall be one (1) group of M-3 Streets Team Unit employees assigned to the Afternoon Patrol Shift and one (1) group assigned to the Night Patrol Shift. The M-3 Streets Team Unit members assigned to the Afternoon or Night Patrol Shifts would be under the command of the appropriate Patrol Shift Commander. The M-3 Streets Team Unit assignments and duties would remain the same, but this allows flexibility for their usage to the discretion of the Shift Commander based on the current situation.
- h. The Department may, when a sergeant in the unit is not scheduled to work the Day Shift, assign the Day Shift employees to report to the 6:30 AM roll call for the Patrol Day Shift. The Patrol Day Shift supervisors would then supervise the employees of the unit on that day.

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- i. The Department will be permitted to flex the starting time of employees assigned to the unit to perform their normal duties **by a maximum of two (2) hours either prior to or after the employee's normally scheduled workday.** The Department must provide the employee a minimum of forty-eight (48) hours advance notice of their starting time being flexed with the exception of an unforeseen event. The Department may, due to unforeseen events, and with the permission of the president of PBPA Unit 6 (or his designee) who shall not unreasonably deny the request, flex the starting times of the employees with less than forty-eight (48) hour notice a maximum of two (2) times monthly.
- j. The Department will be permitted to flex the starting times of the Day Shift employees to work past 1900 hours no more than ~~eight (8)~~ **four (4)** days per calendar month.
- k. Employees assigned to the M-3 Streets Team Unit Day Shift shall, in addition to their regular hourly rate of pay, be compensated at the rate of one dollar and ~~twenty-five~~ **seventy-five** cents (~~\$1.25~~ **\$1.75**) per hour (and the sergeant shall receive two dollars ~~and fifty cents~~ (~~\$2.00~~ **\$2.50**) per hour) for all hours scheduled to work past 1900 hours. The employee will fill out a pink compensation slip at the end of their shift to receive the compensation. The Day Shift employee shall not be entitled to **such** ~~said~~ compensation unless the hours worked were due to their hours being flexed on a regularly scheduled workday.
- l. The Day Shift will consist of two (2) work groups and the Afternoon and Night Shifts will consist Day Off Groups three (3) and six (6) used by the patrol shifts. The Department shall determine the number of employees assigned to each work group or Day Off Group.
- m. Employees will be permitted to initially bid for their shifts and work group or Day Off Group assignment by department seniority, sergeants by "time in grade". After the initial formation of the unit the employees cannot be forced to change their shift, work group or Day Off Group unless it is necessitated by a realignment of manpower. The Department will confer with the president of PBPA Unit 6, or his designee, prior to forcing an employee to change their shift, work group or Day Off Group and it will be done by most junior if no volunteers.
- n. The Day Shift shall consist of two rotating work groups – A and B. One (1) group will initially work Monday through Friday and the other group will work Tuesday through Saturday. The work groups will rotate their schedules every twenty-eight (28) calendar days. The Department may schedule both groups to work the same shift, Monday through Friday or Tuesday through Saturday, if deemed necessary. The Department must notify the employees of their work schedules at least two (2) calendar months in advance. Effective on the changeover date in January ~~2010~~ **2015** the employees shall be assigned as indicated in Section 1 "g" of this Article

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- o. The Department may schedule either one (1) of the Night Shift sergeants to cover the hours of the Day Shift sergeant, on their regularly scheduled work days, when the Day Shift sergeant is attending training or on authorized leave of absence such as TC, vacation, long term illness or workmen's compensation injury. The Department will provide advance notice to the Night Shift sergeant assigned to cover the Day Shift sergeant's hours. Said advance notice shall not be less than seven (7) calendar days prior to the temporary assignment. Effective on the changeover date in January ~~2010~~ 2015 the supervisors assigned to the Afternoon or Night Patrol Shifts may provide supervision of the M-3 Streets Team Unit employees assigned to that Patrol Shift when the Day Shift M-3 Sergeant is not available.
- p. Only one (1) sergeant in the M-3 Streets Team Unit will be permitted to be on vacation per week. The use of TC tied into vacation shall be considered "on vacation" for the calendar weeks that include July 4th, ~~the annual Waterfront Event, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.~~ If a sergeant requests vacation for any of the aforementioned weeks they will not be guaranteed the use of TC tied into vacation if another **M-3 Streets Team** sergeant is granted vacation for the week preceding or immediately after one (1) of the aforementioned weeks. TC tied into vacation, in accordance with Article 4.4 of the CBA, will be honored if requested prior to another sergeant being granted such a week. ~~This language shall only apply to the sergeants assigned to the M-3 Streets Team Unit and the City agrees that if the parties do not reach an agreement on TC tied into vacations, for the ongoing contract negotiations, this language will not be used in an arbitration hearing. Likewise, if there are changes to the TC tied into vacation language, either by agreement or arbitration, the parties will incorporate that language into this agreement.~~ Vacation election for employees assigned to the unit shall be pursuant to the same provisions identified in Article 6 of the CBA.
- q. The Department will first offer any overtime opportunities in the unit due to illnesses, workmen's compensation injuries, TC, vacations, training, or other reason to the employees of the unit first. Openings requiring patrol positions will be filled by employees of patrol pay status. Openings for overtime not voluntarily filled by employees of the unit will be filled by posting the openings as a department "Call Back" for employees in the appropriate pay status, i.e., patrol pay or sergeant pay. If posted as a Call Back the most senior employee eligible will be provided the overtime assignment.
- r. Employees assigned to the Night Shift shall be compensated a shift differential equal to five percent (5%) of their hourly wage added to their rate of pay. Said compensation shall not be pension eligible.
- s. All employees assigned to the M-3 Streets Team Unit shall be compensated an annual stipend of ~~eight hundred dollars (\$800.00)~~ **twelve hundred dollars (\$1200)** yearly payable in equal portions on each paycheck during the year for the ability of the Department to flex their hours on their normally scheduled work days. Said stipend shall be pension eligible.

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- t. All employees assigned to the M-3 Streets Team Unit shall be compensated an annual clothing allowance of two-hundred dollars (\$200.00) for the ability of the Department to direct the employees to wear either uniforms or civilian attire. The allowance will be paid in the same manner as described in Article 9.3 of the CBA.
- u. The Department shall have the same authority to utilize employees assigned to the unit in the same manner as described in Article 5.5H (Hire Backs for Special Events) if an event would require an employee to perform Bike Patrol. However, a minimum of fifty percent (50%) of the required manpower for any special event must be posted pursuant to the procedures set forth in Article 5.5D. If an employee that signed-up for a hire back for a Special Event cannot, on the actual day of the hire back assignment, work the event the Department may replace that employee with a member of the unit. It is not the intent of the Department to eliminate hire back opportunities for Special Events as described in Article 5.5
- v. The requirements for Special Unit Assignment set forth in Article 16.5 applies to the employees assigned to the unit.
- w. ~~Articles 16.7, 16.8, and 16.9 of the CBA shall be replaced with this contract language.~~
- x. The parties agree to conduct a “meet and confer” monthly beginning in April ~~2007~~ **2015**, to discuss the performance of the new unit. Items of discussion shall include possible changes to the contract language to address unforeseen issues. Both parties must mutually agree to any changes during the term of the contract. Such monthly meetings will be conducted for the remainder of ~~2007~~ **2015**, and thereafter on an “as needed” basis for the term of the contract.
- y. Holiday Hours: The Day Shift employees will be credited forty-eight (48) hours of Holiday Hours to their TC bank and have the same holidays off as the employees assigned to the Community Services Unit. The Night Shift employees will be credited ninety-six (96) hours of Holiday Hours to their TC bank in the same manner as the patrol shifts.
- z. ~~Each of the three M-3 sergeants would continue the use of the~~ **will be issued a** take home car ~~until the end of the 2009 year.~~