

PBPA UNIT 6 MEDIATED **“OFF THE RECORD”** PACKAGED PROPOSAL
February 17, 2015

On January 15, 2015, the parties jointly signed a letter requesting the assistance of a federal mediator as the parties had declared they were at an impasse. The Federal Mediation and Conciliation Services assigned Commissioner Randall Larson to assist the parties with negotiations and scheduled a mediation session for Tuesday, February 17, 2015. The Union submits this packaged **“OFF THE RECORD”** proposal to the Employer in an attempt to aid in the mediation process. This **“OFF THE RECORD”** packaged proposal is tendered under the condition the Employer cannot disclose the proposal should the parties require the assistance of an arbitrator. The Union is entitled to maintain its previous positions on all Union and Employer proposals should the Employer not accept this **“OFF THE RECORD”** packaged proposal. All working conditions identified in this **“OFF THE RECORD”** packaged proposal shall be implemented no later than thirty (30) days after ratification of the successor agreement by the parties. All economic issues will be paid retroactively to January 1, 2015, unless otherwise indicated. All retro pay shall be disseminated no later than two pay periods after ratification of a successor agreement by the parties.

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1. **Geographic Policing Re-deployment**

The administration will convert to the Geographic Policing Model as follows:

- a. The administration will establish three (3) distinct Police Districts in three (3) locations within the geographic boundaries of the City of Rockford.
- b. The administration will assign one commander to each of the three (3) Districts. The commanders will oversee, among other things, day-to-day patrol and traffic operations within their respective District.
- c. The administration will assign two (2) commanders to work opposite work groups on the night shift as to perform as the “Officer-In-Charge (OIC)” for the entire City
- d. **Patrol Sergeants, Traffic Investigators, and Patrol Officers assigned to the Districts**

The administration shall annually request letters of interest from all bargaining members for their preference of duty assignment for the following calendar year. Administration will issue a Memo the first week of October each year requesting letters of interest. Assignments shall be completed no later than December 1st of each year. Assignments will be determined by the bargaining member’s department seniority if they hold the rank of patrol officer and “time-in-grade” for investigators and sergeants.

Bargaining members assigned to the Districts shall bid annually for their assignments to the Districts with assignments being made by time-in-grade for Sergeants, time-in-grade as an investigator if being assigned as a Traffic Investigator and by department seniority for Patrol Officers. In addition to annual bidding for District assignment the bargaining members shall also bid, using the same method as indicated previously, for their shift (days, afternoons, nights and cover shifts if any are determined for the following year) and the patrol area they wish to be assigned to including the transport (squadrol) position and their day off or work group. **NOTE:** This will eliminate the current four year seniority rule whereas the Chief of Police can mandate which shift the officer is assigned to and the successor agreement amended to delete any reference to the discretionary shift assignments by the Chief.

The Chief of Police may decline a bargaining member’s bidding preference upon informing the affected bargaining member and the President of the Union, or his designee, of the reason or reasons for denying the bargaining members request which must be for

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“**just cause**”. If the Chief of Police has proven “**just cause**” for denying the bidding preference of the bargaining member then the affected bargaining member shall be granted an opportunity to bid a second time for assignment to whatever bidding preference was denied.

e. **Investigative Services Bureau Investigator Assignments**

The past assignments of investigators to the Investigative Service Bureau (ISB) shall remain “**status quo**” **with the exception of annual bidding for assignments and eliminating the afternoon shift for investigators assigned to the ISB.** That is the ISB shall operate as it has prior to the Pilot Policing District and afternoon shift being established. All specific ISB units identified in the previous contracts shall remain centralized in the Public Safety Building (PSB) until the new District Police Station is completed at the corner of West State and Avon Streets and they are able to relocate to that facility.

Investigators may be internally assigned to handle follow-up investigations for specific Districts but continue to participate with their specific unit for major investigations.

Investigators will bid annually for investigators assignments by “time as an investigator”.

f. **Re-deployment of the M-3 Streets Team Unit**

The administration will re-deploy the M-3 Streets Team Unit with all bargaining members being re-assigned to the M-3 Streets Team Unit that were in the M-3 Streets Team Unit prior to the 2015 changeover. All such officers shall continue with their appropriate time in the unit being counted towards their contractual limit.

g. **PBPA Leadership granted release time to visit District roll calls and meet with bargaining members**

The President of PBPA Unit 6 will be permitted to designate Union Stewards that will be permitted to meet with bargaining members at least twice monthly to determine if they membership have any concerns that may require the assistance of the leadership. The President will be entitled to visit the roll calls of each District either while on-duty or off-duty. If the President or the Union Stewards attend roll calls when off-duty they shall not be compensated by the administration for time spent conducting PBPA Unit 6 business.

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If the President or Union Stewards visit with members while on-duty they shall be considered “on special assignment” and be compensated while visiting with members.

The President and Union Stewards must notify their respective supervisors in advance of their desire to visit the roll calls of the Districts or to meet with members regardless if the President or the Union Stewards are on-duty or not. Additionally, the President and the Union Stewards must also provide advance notification to the District Commanders of their desire to attend roll calls.

2. **Detective Bureau Staffing – Assignment**

Effective upon ratification of a successor agreement the timeframe for the Chief to assign a bargaining member to a vacant investigator position will be increased to ninety (90) days from the current sixty (60) days. When an opening occurs the Chief of Police shall appoint the most senior bargaining member on the current eligibility list. This proposal requires amending the current CBA provision regarding investigator assignments with the deletion of the Chief’s discretion for appointments.

3. **Residency**

Effective upon ratification of a successor agreement the City of Rockford shall offer an incentive for bargaining members to reside within the corporate city limits. The incentive shall be the reimbursement of their property taxes owed for the City of Rockford or a cash payment of \$3,000 (whichever is greater) with the City deducting the appropriate federal and state income taxes for the amount disbursed to the bargaining member. The bargaining member shall submit a form to be provide by the Union to the City Finance Department that either has a copy of their property tax bill attached or a request for the \$3,000. Such form must be submitted to the Finance Department no later than October 15th of each year beginning in the year 2015.

4. **Switch from pagers to cell phones**

This has already been done. The Union amends the City proposal to that of the bargaining member having to pay for personal calls that are in excess of \$15 monthly. Therefore the City proposal would be: Officers will be paid for actual time worked at time and one-half for any off-duty time spent on department related matters. Personnel assigned phones will a \$365 annual stipend for being assigned a phone. Any personal use in excess of \$15 monthly will be charged to the officer.

All other provisions of the current Pager provision of the CBA will remain “status quo”.

5. **Physical Fitness General Order**

Effective January 1, 2016, the administration will establish an annual fitness testing program consisting of the Peace Officers Wellness Evaluation Report (POWER) of the Illinois Law Enforcement Training and Standards Board. Once established all bargaining members passing the POWER test shall receive a stipend of \$1,200 added to their salary until the next annual POWER test is conducted.

To qualify for the \$1,200 stipend officers with less than 10 years on the Rockford Police Department shall be required to meet 90% of the standard. Officers with more than 10 years on the Rockford Police Department will be required to meet 80% of the standard.

Bargaining members that do not pass the POWER testing shall not be disciplined.

6. **Wages**
- 3.75% across the board effective January 1, 2105
 - 3.75% across the board effective January 1, 2016
 - 3.75% across the board effective January 1, 2017

7. **Health Insurance**

- a) **There shall not be any increase to the health insurance premium for the year 2015**
- b) **Effective January 1, 2016**, increase the bi-monthly health insurance premium cost to the bargaining member by \$10 for whatever coverage they have.
- c) **Effective January 1, 2017**, increase the bi-monthly health insurance premium cost by \$10 for whatever coverage they have.
- d) Employee contribution will be index by utilizing the same criteria as previously done to be given a premium differential for Wellness.
- e) The Union will allow the City, after consulting with the Wellness Committee, to implement bonuses and other programs that incentivize wellness after notifying the Union leadership and meeting with the leadership to explain the bonus or

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incentive program. For instance, an individual that completes a health and wellness center comprehensive health review or reaches or maintains certain goals might receive a one-month premium holiday or modest monetary bonus.

- f) **Effective January 1, 2016** increase deductibles by \$100 and then \$50 **January 1, 2017**, for the same maximum number of individuals as previous years (max of 3 individual deductibles).
- g) **There shall be no “spousal carve-out”** in that bargaining members whose spouse is employed shall not be required to participate in their employer’s health insurance coverage if one is offered to be covered by the City of Rockford health insurance plan.
- h) **Effective January 1, 2016**, bargaining members shall pay a \$15 co-pay for office visits to any specialty physician. **There shall not be a co-pay for any other medical office visit.**
- i) Effective January 1, 2016, the drug co-pays shall be:
 - 30 day retail (local): Tier 1 \$20 generic or the actual cost, whichever is less
Tier 2 \$40 Preferred Formulary Brand Drugs
Tier 3 \$60 Non-Preferred Non-Formulary Brand and Preferred formulary specialty drugs
 - 90 day mail order: \$40/\$80/\$100 (or actual cost, whichever is less)
 - 90 day retail (local): \$60/\$120/\$180
- In addition to the above add a Tier 4 whereby Non-Preferred Non-Formulary specialty drugs will include a member paid \$10% co-insurance. * These drugs are usually eligible for a manufacturer co-pay program but the member must have a significant liability before the manufacturer will cover the cost of the drug.
- j) Effective January 1, 2015, implement a preferred provider network for dental with the in-network being 100/80/50 percent (increased benefit) and out-of-network benefits at 100/50/50 percent (same as now).
- k) Limit Dental annual spend to \$3,000 in-network and \$2,000 out-of-network
- l) Effective January 1, 2016, implement a \$100 deductible for Dental
- m) Effective January 1, 2016, implement a lifetime orthodontia limit of \$3,500

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- n) Under ACA, eliminate lifetime maximums for medical care
 - o) Under ACA, replace monetary maximum for chiropractic with that of 50 visits per year.
 - p) The Union does not accept this proposal in its entirety
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- 8. **Light Duty Memo/Policy** - The City accepts the Union proposal for the Light Duty Memo/Policy
 - 9. **Critical Incident Administrative Leave Policy/General Order** - The City accepts the Union proposal for the Critical Incident Administrative Leave Policy/General Order.
 - 10. **Prior Notification of Brady Letters Being Issued** - The City accepts the Union proposal for prior notification of Brady letters and opportunity for the officer and Union to appeal the decision to issue one.
 - 11. **Prior Notification of FOIA Requests** - The City accepts the Union proposal to notify the bargaining member prior to complying with FOIA requests.
 - 12. **Amend Article 15.9 – Discipline** - The City accepts the Union proposal to amend Article 15.9 – Discipline subsection “B” to read “Employees, **including probationary employees**, shall be
 - 13. **Eliminate EWS/Blue Team Program** - The City accepts the Union proposal reference EWS/Blue Team as amended: Eliminate the program but commanders will handle all low level complaints and/or inquiries and the Office of Professional Standards (OPS) handle complaints whenever an individual files a complaint accompanied with a signed sworn affidavit by the individual that is filing the complaint.
 - 14. **Investigator Exam** - Status quo with the exception of amending to appointment of the most senior bargaining member.

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15. **One (1) Year Special Unit Rule** - The City accepts the Union proposal for requiring one (1) year before a bargaining member that had served in a special unit can be reassigned to a special unit.

16. **Five (5) Years To Be FTO** - The City accepts the Union proposal to increase the number of years required to be a Field Training Officer from the current three (3) years to five (5) years.

17. **General Assembly Service**

Unless Illinois state statutes provide more beneficial terms for elected officials, in the event any bargaining member is appointed or elected to serve in the Illinois General Assembly, as a State Representative (House Representative) or State Senator, the bargaining member shall be permitted to continue to serve as a full-time law enforcement officer with the City of Rockford Police Department without loss of seniority or service credit. Provided that the employee shall, to the extent necessary in order to perform their duties related to service in the Illinois General Assembly, and to perform duties related to the Rockford Police Department, be permitted to use paid time off, flex their work schedules or utilize the shift trade provision of the CBA including the ability to trade with themselves or others performing the same duties as the bargaining member as necessary. In lieu of the aforementioned the bargaining member shall be entitled to take unpaid leave of absences to perform their duties for the Illinois General Assembly.

18. **Minimum Staffing** – The City accepts the Union proposal for minimum staffing to accommodate for timely responses for calls for service, proper back-up response, fatigue, vacations, sick leave, funeral leave, FMLA leave, worker compensation injuries, training, court appearances, special assignments, and other types of leaves or absences that impact staffing and the safety of the bargaining members that are scheduled to work. This provision shall take effect on January 1, 2016.

19. **Take Home Squad Cars** – The City agrees to continue to provide take home squads for special unit supervisors as well as phase in over the duration of the successor agreement take home squads for all investigators and bargaining members assigned to the SWAT Team, Bomb Unit and as an FTO.

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20. **Ability to designate court and overtime to a Compensatory Time Coming Bank**

The City accepts reverting to the past practice of bargaining members being permitted to designate court time and overtime to a compensatory time coming bank or pay. Bargaining members may maintain a maximum of 480 hours in their bank. When a bargaining member terminates their employment with the City of Rockford Police Department they shall receive pay for all hours in their bank in their final paycheck. The ability to accumulate compensatory time in lieu of pay shall be **effective January 1, 2016**.

21. **Education Pay** – The City accepts the Union proposal to compensate bargaining members Educational Pay equivalent to the comparable law enforcement agencies which are Aurora, Bloomington, Champaign, DeKalb, Elgin, Joliet and Springfield. The Union proposes using the average Education Pay of all the comparable agencies that offer Education Pay. The Education Pay would be **effective January 1, 2016**, and added to the bargaining member’s hourly rate of pay.

22. **Reimbursement for Physical Fitness Facility Membership Fees** – The City accepts the Union proposal to reimburse bargaining members their membership fees for physical fitness facilities (maximum \$75 monthly) upon proof of payment effective January 1, 2016. In addition to the membership fee reimbursement the City shall offer an additional \$10 health insurance premium discount to what it offers for the Wellness Discount **effective January 1, 2016**.

23. **Increase On-Call Pay** – The City accepts the Union proposal to increase the “On-Call” pay by \$75 **effective January 1, 2016**

24. **Increase all stipends by \$400 – FTO by \$750** – The City accepts the Union proposal to increase all stipends by \$400 and the FTO stipend by \$750 **effective January 1, 2016**.

25. **Stipends for all special units not currently receiving a stipend**

The City accepts the Union proposal to pay stipends to all bargaining members assigned to any special unit that is currently not receiving a stipend. Such units would be, but not limited to, Mobil Field Force, Dignitary Protection Team, Color Guard, Mobil Command Unit, ILEAS and any other special unit which does not currently receive a stipend. The

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stipends would be \$600 which would be added to the bargaining member’s hourly rate of pay and **effective January 1, 2016**.

26. **Eliminate Dollar Caps on Shift Differentials** – **Effective on the January 2016 changeover date** the dollar caps on all shift differentials shall be deleted and there shall be no dollar cap on shift differentials.
27. **Increase the number of full-service and bomb K-9 dogs and handlers** – Effective January 1, 2016, the City will increase the number of full-service K-9 dogs and handlers to no less than six (6) and no less than two (2) bomb dogs and handlers.
28. **Create a dedicated full-time sergeant position to supervise the K-9 officers** – **Effective on the changeover date in January 1, 2016**, the City will establish a dedicated full-time sergeant position to supervise only the K-9 officers. The sergeant will be compensated the same K-9 stipend as the K-9 officers.
29. **Retirement Incentive** – The City accepts the Union proposal for a retirement incentive which subsidizes the bargaining member’s health insurance premium for sixty (60) months. The retirement incentive would be effective no less than thirty (30) days after ratification of a successor agreement by the parties.
30. **ALL PROPOSALS BY BOTH PARTIES NOT IDENTIFIED IN THIS PACKAGED PROPOSAL ARE WITHDRAWN BY BOTH PARTIES. THIS PACKAGED PROPOSAL CONCLUDES SUCCESSOR AGREEMENT NEGOTIATIONS.**