

City of Rockford Proposals to PB&PA Unit # 6 for the 2012 Collective Bargaining Agreement October 27, 2011

1. Geographic Policing Re-deployment (New Article)

Confirm authority of the department to form multiple, geographically based precincts with altered patrol bureau, detective bureau and special unit staffing, to alter the department structure to transition to said deployment, and to bargain over the impact of said re-deployment. Language to be jointly developed.

2. Sergeants as Supervisors Article 2.1 Recognition

Propose Sergeants recognize their supervisory status and limitations on management rights by virtue of membership in the same Union as subordinates. Sergeants de-certify as members of the PB&PA Unit #6.

2.1 Recognition

The City recognizes the Union as the sole and exclusive collective bargaining agent for all sworn personnel of the Rockford Police Department from the rank of patrol officer ~~to and including the rank of sergeant~~ (hereinafter referred to as the "employee"). The City will negotiate only with the authorized representatives or agents of the Union in all matters relating to wages, hours, and conditions of employment.

The Union agrees that the City may establish certain exempt positions within the command structure of the Rockford Police Department, in accordance with 65 ILCS 5/10-2.1-4. The total number of exempt positions shall not exceed six (6). All employees appointed to such positions shall be from among the sworn officers of the Rockford Police Department, that have actually completed a minimum of 5 years of pension creditable service with the Department, and shall not be civilians or from outside the Rockford Police Department. Such employees shall be appointed and serve at the sole discretion of the Chief of Police.

3. Sergeant re-assignment

Confirm and codify the ability to reassign sergeant supervisors.

4. Residency

All personnel sworn on or after January 1, 2012 shall be required to reside within the corporate boundaries of the City of Rockford within 6 months of the end of any probationary period.

15.7 Residency

Employees hired prior to January 1, 2012 may live anywhere in Winnebago County or anywhere within an area fifteen (15) miles from the Public Safety Building.

Upon original appointment on or after January 1, 2012, an appointee may reside outside said limits but shall be required, as a condition of employment, to ~~comply with said residency requirement~~ reside within the Corporate Limits of the City of Rockford within six (6) months after termination of the appointee's probationary period, and for the duration of employment with the City.

5. OVERTIME Article 4.4 Compensatory Time

Reduce TC tied to vacation to allowing the TC hours only for officer actually working the holiday.

4.3 ~~Miscellaneous~~

~~An employee on vacation at the time the holiday is observed shall, at the employee's option, receive Holiday Pay or Compensatory Time Off; provided, however, that compensatory time may not be taken if the resulting manpower level falls below that established by the Chief of Police.~~

4.4 Compensatory Time

Employees who work ~~holidays in positions requiring 24-hour, 7-day per week coverage~~ shall have ~~ninety-six (96)~~ the number of hours of holiday hours actually worked credited to their holiday bank on January 1 of each year to be used as compensatory time.

~~Employees who work in positions other than as described above, shall have forty-eight (48) hours of holiday hours credited to their holiday bank on January 1 of each year to be used as compensatory time.~~

6. OVERTIME Article 5.5 B

Reduce all double time rates of pay to time and one half.

7. Crime Scene Investigators

City proposes conversion of existing I.D. investigators to civilian investigators, with additional staffing converting to patrol, traffic or other investigative functions. Civilian investigators would also augment investigative bureau functions as assigned.

8. Establish Reserve Officer Unit

Subject to certification as Part-time police officers, establish a part-time or reserve auxiliary unit to augment the functions of the department.

9. Detective Bureau Staffing

In response to the arbitration outcome, remove staffing restrictions/minimums for the Investigative Services Bureau. A recent case involving Oak Lawn established that the staffing level in police departments is not a mandatory subject of bargaining. The City is willing to negotiate on this issue, but reserves the right to maintain that as a permissive topic of bargaining, the matter will not be submitted to arbitration.

D. Assignment:

Employees placed on the Investigator eligibility list shall be in department seniority order, and the Chief of Police shall have sole discretion on which employee is to be assigned from said list when an Investigator opening occurs.

When an Investigator opening occurs, the Chief of Police may determine whether and when to~~shall~~ assign an employee from the active Investigator list ~~within sixty (60) calendar days of such opening~~. The Chief of Police shall determine when the ~~newly assigned~~ employees shall be reassigned from their current duties to their new duties.

10. Selection of Arbitrators (New Language)

Within fourteen (14) calendar days following receipt of the written notice requesting arbitration, the parties shall meet or otherwise attempt to select an impartial arbitrator by mutual agreement. If the parties are unable to agree upon selection of an arbitrator, the parties shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom are members of the National Academy of Arbitrators. The striking the first name shall be determined by a toss of the coin. The other party shall strike the next name, each alternating, until one (1) name remains, and that person shall be the arbitrator, provided, however, that each party prior to striking names shall have the right to reject one (1) panel of arbitrators.

11. Investigator Exam 16.1 A

The City shall be responsible for selection of a qualified third party to administer the investigator's exam. The City shall solicit input from the Union, but shall be entitled to select vendors at the City's sole discretion.

A. Ascertaining Merit and Qualifications:

Employees desiring to be assigned to the Investigator position shall sign up on a provided list up to twenty-one (21) days prior to the giving of the written exam. Posting of the notice of written examination shall be no less than forty-five (45) days prior to the written exam being given. The City ~~and the Union shall jointly may~~ develop a written exam or may select a qualified third party to do so. The written exam shall be administered by a qualified third party selected by the City ~~and Union.~~ The City shall consult with the Union on the development and administration of the exam. Such written exam shall be based upon the bon-a-fide skills and qualifications necessary to perform the duties of an Investigator. In addition, the employee's annual evaluation, pursuant to section 15.11, shall be used.

12. Afternoon Investigator Shift

Remove paragraph C which limits the number of detectives assignable to the Afternoon Shift. Alternative, allow an increase at the discretion of the Chief, of one sergeant and five detectives for each year of the contract up to 50% of the bureau.

F. Afternoon Investigator Shift:

1. The department may deploy an afternoon shift in the Investigative Services Bureau (ISB) no earlier than May 1, 2010.
- ~~2. The shift may consist of no more than five (5) investigators and one (1) sergeant each calendar week.~~

13. Switch pagers to cell phones

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 receive \$365 annual stipend for being assigned a phone. Any personal use in excess of \$10 monthly will be charged to the officer.

14. External Candidates for Command Staff

Reverse the provision added in 2006 that Deputy Chiefs must have 5 years on the RPD.

2.1 Recognition

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15. Physical Fitness General Order 30.08

Establish annual fitness testing. Require all PB&PA Employees to attain and maintain an appropriate level of physical fitness as a condition of continuing employment. The Peace Officer Wellness Evaluation Report (POWER) of the Illinois Law Enforcement Training and Standards Board will be used. Officers with less than 10 years on the department shall be required to meet 90% of standard in 2012. Officers with more than 10 years on the department will be required to test to 80% of standard for 2012, 90% of standard in 2013, and 100% of standard thereafter. Officers will test not later than June of each year, and re-tests will be allowed through September of each year.

16. Furloughs (New Language)

Effective January 1, 2012, upon seven (7) days advance notice to the Union, the City shall have the unrestricted right to temporarily furlough any employee or all employees for a definite length of time, which shall not exceed eighty (80) hours per employee in any fiscal year. Time spent on furlough shall be unpaid and shall be treated as time spent on temporary layoff. Such time spent on furlough shall not affect any employee's seniority. The City shall not be required to follow any contractual lay off procedure with regards to such furloughs. The employee's health insurance coverage shall continue without change during the furlough period. In the event that not all employees in a job title are required to serve the same number of furlough days in accordance with the schedule generated by the City, the more senior employees shall serve the smallest number of furlough days required by the schedule.

17. Fitness for Duty

Codify process for fitness for duty outcomes.

15.15 Fitness For Duty

No employee shall be required to undergo psychological, psychiatric or physiological testing unless the Chief of Police has reasonable cause to believe the employee is then unfit for duty. Basis for the reasonable cause shall be set forth in writing to the employee at the time the employee is ordered to undergo such testing.

Employees shall have the right to Union representation when being informed of the need for testing, and shall have the right to secure similar testing at their own expense from psychiatrists, psychologists, or physicians of their own choosing. The City and employee shall utilize the service of qualified medical doctors, psychiatrist or psychologists.

The employee shall be provided a copy of any and all information, reports and opinions within five (5) business days the City receives such. Information, reports and opinions shall not be released or disseminated in any manner without the express written consent of the affected employee.

Once the Chief has provided the information, reports and opinions to the employee, the officer may submit information reports or opinions to the Chief within 30 days. Thereafter, the Chief may discharge the employee if he determines the information, reports and opinions merit such action, and the parties shall proceed under the procedures set forth in Article 15.9 of this collective bargaining agreement.

18. Wages

Increase of 1% effective 1st payroll period commencing after July 1, 2012.

Increase of 1% effective 1st payroll period commencing after July 1, 2013.

No wage adjustment for 2014.

19. Insurance

The Health focus group has failed to engage in modification of the health plan at a pace that keeps up with the changing health care market. That failure to pursue or progress on its original mission, to reduce health plan costs, has resulted in chaotic negotiations on modifications, and lost opportunities. The City would observe that the Health Focus group has tended to focus on costs of the plan to the employee, rather than costs of the plan to the taxpayer. The proposals for the Health plan are extensive, and complex, and reflect some innovations that should already be part of the plan. Those proposals are:

- a) Increase contribution level to 10% of premium in 2012.
- b) Increase contribution level to 15% of premium in 2013.
- c) Increase contribution level to 20% of premium in 2014.
- d) Employee contribution will be indexed to participation in the City's wellness plan which will from time to time include such things as health related education and fitness events, wellness fairs, health screenings, specific biometrics, health risk assessments, and other wellness items established by the employee wellness committee. A differential will apply based on participation.
- e) Increase deductibles in the PPO by \$50 per person per year.
- f) Spouses who have insurance at their non-City employment are not eligible for City plan.
- g) Establish an office visit co-pay of \$40 for medical benefits.

- h) Allow annual changes in Plan Providers and Prescription Drug Vendors to pursue savings on a notice and consult basis.
- i) Require three tier Rx co-pay (15/30/50) on the same terms as AFSCME and non Represented employees.
- j) Modify Rx coverage to provide free over the counter alternative to prescription under OTC Step Therapy.
- k) Implement a preferred provider network for dental with in network 100/80/50 (increased benefit) and out of network benefits at 100/50/50 (same as now).
- l) Limit Dental annual spend to \$3,000 in network, \$1,500 out of network.
- m) Require/incentivize employees to utilize an on-site or near-site clinic to increase quality of primary care and reduce health plan and work comp expenses.
- n) Change deductible structure of the HSA to per person rather than aggregate.

The City would prefer that the HSA plan be more widely adopted by our employees. A cost comparison between the two plans, particularly in light of the change in the deductible structure, which dramatically reduces exposures to claims for family coverage when only one family member requires significant health Plan services, should make this option much more attractive to our employees.