

# COLLECTIVE BARGAINING AGREEMENT

between

UNIT SIX OF THE POLICE BENEVOLENT  
AND  
PROTECTIVE ASSOCIATION  
(PB&PA Unit 6)

and

CITY OF ROCKFORD, ILLINOIS

January 1, 2009 through December 31, 2011

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## **PREAMBLE**

This Agreement, made and entered into by the City of Rockford, a municipal corporation, hereinafter referred to as the "City", and Unit Six of the Police Benevolent and Protective Association of Illinois, hereinafter referred to as the "Union", has as its general intent the promotion of a sound, harmonious, and mutually beneficial relationship between the parties hereto. In pursuant thereof, it is the specific purpose of this Agreement to establish an equitable and peaceful procedure for the resolution of differences between the parties on the interpretation and application of this Agreement and to set forth the rates of pay, hours of work, and conditions of employment. All references to the male gender apply equally to the female gender.

The parties recognize the interests of the entire community and its citizens are paramount and therefore the parties pledge to be governed by the highest ideals of honor and integrity in all public and personal conduct necessary or proper to safeguard the life, property, and interests of the entire community and its citizens.

## **ARTICLE 1 CITY RIGHTS**

### **1.1 City Authority**

Nothing in this Agreement shall be construed as delegating to others the authority vested in the City, a municipal corporation, in the State of Illinois, and its duly elected and appointed officers, or the Rockford Board of Fire and Police Commissioners, or in any way abridging or reducing the authority of the City, said Board, said elected or appointed officers, or infringing upon the responsibility thereof to the people of the City.

### **1.2 Management Rights**

Except as expressly modified by this Agreement, the City retains the sole right and authority to operate and direct the affairs of the City, including the exclusive management, control, and operations of the Police Department including, but not limited to, all rights and authority exercised by the City and the Police Department prior to the execution of this Agreement. Said rights include, but are not limited to, the right to set standards of service and protection to be offered to the citizens; direct the work forces; prescribe overtime and the policies related thereto; select the managerial and supervisory employees, direct, plan, control, and determine the operations of the Police Department and the services to be delivered to the citizens; assign and reassign employees; hire and promote employees; demote, suspend, discipline, or discharge for just cause; relieve employees due to lack of work or other legitimate reasons; make and enforce rules and regulations and make changes therein; change methods of operations, equipment or facilities, including contracting and subcontracting; provided, however, the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

## **ARTICLE 2 RECOGNITION**

### **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.

### **2.2 Union Membership**

The City shall not, in any manner whatsoever either directly or indirectly, discourage employee membership in the Union. Any employee may withdraw from membership in the Union by giving written notice of such withdrawal to the Union, with a copy thereof to the City. However, the City shall continue to deduct the Fair Share fee, as determined by the Union, from the employee's earnings and remit said fee to the Treasurer of the Union. The Fair Share fee shall not exceed the amount of Union dues.

#### **2.2 (a) Fair Share**

Employees covered by this Agreement who are not members of the Union, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment.

Should any employee be unable to pay their contributions to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the Employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved Labor Board list of charitable organizations to which such payment is to be made. The City will withhold the Fair Share payments from the employee's paychecks and will forward the amount to the chosen charitable organization.

### **2.3 Payroll Deduction**

Pursuant to the Authority created in 50 ILCS 125/2, any employee may request the City to deduct from his earnings and remit to the Treasurer of the Union all dues, membership fees,

or special assessments uniformly levied by the Union by properly executing and submitting to the City's Payroll Officer the "Authorization for Payroll Deduction" form. Said form shall be provided by the Union and approved by the City's Payroll Officer.

The City's Payroll Officer shall honor all "Authorization for Payroll Deduction" forms received by him not later than ten (10) working days prior to the next deduction date. Deductions shall be made in the amount certified to the City by the Treasurer of the Union. Up to two changes in the amount deducted for dues, membership fees, or special assessments shall be allowed each calendar year.

The same payroll deduction plan, and the details therein contained, may be utilized by the Police Relief Association two times per calendar year in the amounts certified to the City's Payroll Officer by the President of the Police Relief Association.

#### 2.4 Remittance of Dues

Total deductions collected for each pay period shall be remitted by the City to the Treasurer of the Union (or, when applicable, to the Police Relief Association), together with a list of employees for whom the deductions have been made, not later than ten (10) calendar days after the date said deductions were withheld.

#### 2.5 Suspension of Deductions

Deductions shall be withheld and remitted to the Treasurer of the Union unless or until such time as the City's Payroll Officer receives duly executed written notice of revocation of an employee's Authorization for Payroll Deduction from the employee (however, the City shall continue to deduct the Fair Share fee, as determined by the Union, from the employee's earnings) or official notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Union Treasurer by the Payroll Officer, and this action will discharge the City's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article 12 (No Strike - No Lock Out).

#### 2.6 Indemnification

Only items contained in this Article will be deducted, and any amounts deducted improperly by the City because of Union constitutional or by-laws provisions, as well as rebates and death reimbursements, shall be refunded by the Union to the employee.

The Union will indemnify and hold the City harmless against any and all claims, demands, damages, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with the provisions of this Article, or in reliance upon any list, notice, assignment or authorization furnished to the City by the Union or the Police Relief Association. Any sum paid to either the Union or the Police Relief Association in error shall be refunded upon presentation of proper evidence thereof. This Article further indemnifies, holds harmless and does not impose any liability upon any individual employee.

#### 2.7 Release Time for Union Business



In recognition of the preamble of this Agreement the City shall grant paid release time to officers and representatives of the Union as enumerated below. Employees shall not otherwise conduct Union business while on duty.

- A. Said release time shall be allowed for Board members to attend the Annual Police Benevolent & Protective Association State Convention, regular monthly Union meetings (limited to two (2) hours each month), labor management meetings, and the annual Union meeting.
- B. The City shall grant paid release time to a maximum of four (4) Board members of the Union to attend at least one (1) labor seminar per calendar year. The Union Board shall determine which seminar will be attended. The Chief of Police, or his designee, will permit one alternate bargaining member to be granted paid release time, if necessary, should a Board member be unable to attend the Annual State Convention.
- C. A Union representative shall have reasonable release time for investigating grievances pursuant to Article 8.3 of this Agreement.
- D. Up to six (6) employees constituting a Union bargaining committee shall be allowed paid release time for negotiation meetings with the City for the purpose of negotiating a successor collective bargaining agreement. "Bargaining Committee" members will be permitted reasonable release time prior to and after contract negotiations.

### **ARTICLE 3 SENIORITY**

#### **3.1 Definition**

Seniority, as distinguished from longevity as defined elsewhere in this Agreement, is defined as full-time service as a sworn officer of the Police Department. An employee's seniority date shall be defined as the date of his original appointment.

Seniority shall accumulate during all authorized and paid leaves of absence. However, effective January 1, 2001 seniority shall not accumulate during unauthorized and authorized unpaid leaves of absence during a period of suspension greater than five (5) days, or subsequent to termination. Seniority shall be deemed lost when, for a period of greater than one (1) year, an employee, has quit, or taken an unauthorized leave of absence, or been terminated for just cause(s).

Employees that retire with a disability pension from the Rockford Police Pension Fund after January 1, 2006, and are later determined to be "fit for duty" shall:

- a) be the first hired when an opening occurs after being approved for return to active duty by a doctor and the pension board, and;
- b) assigned to the same Pay Step, or comparable, which they had at the time they were placed on a disability pension, and;
- c) assigned to the same or similar position held at the time they were placed on a disability pension if available, but if the position is not immediately available upon reinstatement the employee shall be assigned other duties until such position is available, and;

- d) have their department seniority restored. If the employee held the pay status of investigator or sergeant they will retain their pay status, regardless of assignment.

The period of time which the employee was receiving a disability pension shall not be credited towards department seniority.

The affected employee shall not be guaranteed a promotion upon return to duty if they were on a promotional eligibility list that expired or had promotions from the list. If the employee returns to duty from a disability pension and the promotional list has not expired, the employee shall resume their eligibility until said list expires or the employee is promoted from the list.

### 3.2 Seniority List

As of January 1, a seniority list shall be compiled of all employees as determined by the records of the Board of Fire and Police Commissioners. Such list shall be posted and a copy furnished to the President of the Union.

The list shall be final unless objections thereto are received by the Chief of Police within fourteen (14) days after such list has been posted.

The City shall provide an updated seniority list to the President of the Union when an employee is no longer employed by the City or new employees are hired. The updated seniority list shall be provided to the President of the Union no later than five (5) business days following said termination or hiring.

### 3.3 Use of Seniority

Seniority shall be used whenever an employee may exercise length of service in the selection of vacation periods within Department elements as determined by the Chief of Police or this Agreement. When two (2) or more employees have the same seniority date, the employee with the highest entrance test score as recorded in the records of the Fire and Police Commission shall be deemed more senior.

## **ARTICLE 4 HOLIDAYS**

### 4.1 Paid Holidays

"Holiday Pay" shall be defined as the straight time rate of pay earned by an employee for an eight (8) hour workday. Employees scheduled to work in positions that require 24-hour per day, 7-day per week coverage shall receive Holiday Pay for the following paid holidays:

New Year's Day, Martin Luther King, Jr., Day, President's Day, Good Friday (four (4) hours), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve (four (4) hours), and Christmas Day.

Employees who are assigned to the Administrative Bureau shall work or be off on the days listed above at the discretion of the Chief of Police. However, employees assigned to Light Duty shall not be forced to take any optional holiday off. Employees on Light Duty electing to take such holidays off shall use their compensatory time for all hours taken.

Employees who are scheduled other than as described above shall have the following holidays off: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day and shall be compensated for the other days listed above as are the 24-hour, 7-day employees.

All employees shall receive Holiday Pay for all additional holidays declared by the Mayor or his designee for any other City employees.

#### 4.2 Work on a Holiday

An employee performing authorized work on any of the aforementioned paid holidays, in addition to Holiday Pay, shall, at said employee's option, be paid either that employee's regular straight time rate of pay or Compensatory Time Off for all hours worked unless such time constitutes overtime.

An employee scheduled to work on a holiday, as part of said employee's regularly scheduled work week, shall forfeit that part of Holiday Pay proportionate to any part of his regular shift not worked unless specially excused by his superior.

When an employee is called in by a supervisor to work on a holiday, which had been scheduled as that employee's day off, such employee shall be entitled to receive call back pay as specified in Section 5.4.

#### 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 in positions requiring 24-hour, 7-day per week coverage shall have ninety-six (96) hours of holiday hours 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.

All compensatory time accumulated according to this Article shall be taken or paid at the discretion of the employee; provided, however, compensatory time may not be taken if the resulting manpower level falls below that established by the Chief of Police, unless, effective January 1, 2001, such use is tied into vacation leave. Employees shall have the right to use up to three (3) days of compensatory time which is immediately tied into their vacations.

Compensatory time that is tied into vacations must be requested no less than thirty (30) days prior to the start of the vacation or it may be denied due to staffing requirements.

Employees that use compensatory time tied into vacation may work hire-backs for Special Events and other duty assignments at their overtime rate of pay. This includes hiring back to work their normal shift.

The Chief of Police, or his designee, may authorize additional use of compensatory time that is immediately tied into vacation use and his decision shall not be subject to the grievance procedure of this Agreement.

## **ARTICLE 5 OVERTIME**

### **5.1 Overtime Pay or Compensatory Time Off**

Overtime for employees (including but not limited to patrol bureau employees) assigned by agreement to a ten (10) hour per day schedule shall be defined as all time worked in excess of either ten (10) hours per day or all time worked in excess of an average of forty (40) hours per week.

Overtime for all other employees shall be defined as all time worked in excess of either eight (8) hours per day or all time worked in excess of an average of forty (40) hours per week.

Overtime shall be scheduled and worked in accord with current Police Department practices.

"Overtime Pay" shall be computed by multiplying the hours of overtime times one and one-half (1-1/2) the employee's regular rate of pay.

All overtime accumulated, unless otherwise specified in this Agreement, shall be compensated by overtime pay. Compensatory time off may not be taken if the resulting manpower level falls below that established by the Chief of Police.

### **5.2 Court Duty Time**

Employees ordered or subpoenaed to give testimony in any court or any administrative proceeding concerning facts arising out of the performance of the employee's duties as a police officer shall be compensated as follows and subject to applicable laws:

- A. Appearances that immediately precede or follow (i.e., two (2) hours or less) an employee's regular work shift shall be compensated at the overtime rate for actual hours (or fractions thereof) worked;
- B. For appearances that do not immediately precede or follow (i.e., 2 hours or less) an employee's regular work shift, employees shall receive a minimum of four (4) hours of straight time compensation or compensation for actual hours (or fractions thereof) worked at the applicable rate for each appearance, whichever is greater;
- C. For purposes of determining the applicable rate referenced in Section 5.2(B) above, employees shall be compensated at the straight time rate for all hours worked unless the number of hours exceeds ten (10) (for those employees assigned to a ten-hour per day schedule) or eight (8) (for all other employees) in one day or an average of forty (40) hours per week in which case the employee shall receive compensation at the overtime rate.

- D. Employees shall receive the compensation set forth in Section 5.2(B) above for each morning or afternoon appearance.

Subpoenas for multiple cases to appear at the same time on the same date shall be considered one appearance.

Subpoenas for multiple cases to appear during morning court or afternoon court on the same date shall be considered one appearance.

Subpoenas for both morning and afternoon court shall be considered two (2) appearances.

Should an appearance on an individual case extend from the morning court call into the afternoon court call or from the afternoon court call into the next morning court call and so forth, each morning and each afternoon shall be considered a separate appearance for purposes of compensation under Section 5.2(B), including separate four (4) hour minimums.

- E. If an employee is subpoenaed for an appearance and is then contacted and cancelled on the day of the appearance, such employee shall receive compensation as provided above in paragraphs (A)-(D). Such employee is required to obtain the name of the individual who contacted him and cancelled the appearance and must list that name on the time coming slip to his supervisor.

- F. Employees shall receive two (2) hours compensation at their overtime rate of pay if canceled the day "immediately preceding" the day of the appearance and such cancellation is:

1. Less than twenty-four (24) hours the day before the court appearance (Section 5.2(E) applies for cancellation "the day of") and;
2. The employee would have been entitled to compensation as provided in this Article, i.e., not scheduled to work the same hours as the court appearance, **off duty, etc.**

Employees shall submit an overtime slip for said cancellation indicating the original court date as the "date earned" and making a notation in the narrative section identifying the person that canceled the court appearance, **the date, and the "actual time" canceled.**

Employees scheduled for multiple "off duty" court appearances "on the same day" are only eligible for separate two (2) hour compensations if the appearances covered "both" morning and afternoon court sessions.

Multiple appearances for the morning "or" afternoon are eligible for only one (1) compensation of two (2) hours.

### 5.3 Payment of Overtime

Overtime pay shall be paid at the next possible pay period, except as otherwise noted in this Agreement.

#### 5.4 Call Back

Employees may be called back to duty either before or after their regular work shift, or for a work assignment for any period of time which is not part of their regular work shift and if said assignment is not connected to their regular work hours, and they shall receive a minimum of two (2) hours compensation at the overtime rate or compensation at the overtime rate for all hours (or fractions thereof) actually worked, whichever is greater, with such hours being compensated through overtime pay.

#### 5.5 Hire Backs for Special Events

- A. **Definition:** Hire backs for Special Events shall be defined as an assignment outside an employee's regularly scheduled work hours to police applicant testing, performing security duties, and traffic and crowd control at scheduled times/dates. Authority for determination of whether a situation requires off-duty personnel to be hired back rests with the Chief of Police.
- B. **Payment:** Payment for such hire backs shall be at the employee's overtime rate of pay, except for the annual 4<sup>th</sup> of July, Waterfront (hours defined as the first reporting time for a Waterfront event/duty the Thursday prior to Labor Day until the end of duty time for all Waterfront duties including the Labor Day Parade) and New Year's Eve special events. The hourly rate of pay for employees for the listed events shall be at double the employee's regular hourly rate of pay.

Employees that volunteer to fill an overtime/hire-back slot for a Patrol, Traffic, Identification, or other position which normally requires the staffing of an "on-duty" employee shall be compensated at the overtime rate provided in Article 4.2 or this Article, whichever is the greater of the two, during the hours the Waterfront is actually open to the public.

The Chief or his designee may at his discretion adjust the starting times of employees scheduled to work on the same day as the listed events. Said employees shall be paid at double the employee's regular hourly rate of pay for all time outside their regularly scheduled starting time while working said events.

Any employee who is assigned to work one of the above events in an overtime capacity and is reassigned to another task outside of said event would continue to receive double the employee's regular hourly rate of pay during the hours of said events. After said hours the employee will revert back to their regular hourly rate of overtime pay.

- C. **Eligible Personnel for Special Event Hire Backs:** Effective February 1, 2002, and each February 1<sup>st</sup> thereafter, the Department shall establish three (3) separate hire back lists. One list is for each of the following: general hire backs, the annual 4<sup>th</sup> of July event and the Waterfront event.

The lists shall be maintained in departmental seniority order and shall include all employees who have successfully completed their FTO training. As employees successfully complete their FTO training they shall be added to the lists according to their departmental seniority date.

- D. **Hire Back Postings and Acceptance:** As hire back assignments become known they will be posted a reasonable time prior to the date of the assignment. The posting period will be not less than ten (10) days, unless there is not a sufficient time

span between the posting date and the date of the assignment. Each notice of a hire back assignment will contain the date of the assignment, time of the assignment, number of employees required and a brief description of the assignment. Postings will be made in the Patrol roll call room. Any employee interested in a particular assignment should sign-up on that notice regardless of the number of employees required for that assignment.

The Patrol administrative sergeant, or such other person as designated by the Chief, will review all posting notices after the posting period has expired and will give the

assignment to the most senior employee that has signed-up for the assignment. Assignments requiring sergeants shall be made according to seniority in rank.

The Department shall provide the Union President, or his designee, copies of requests for hire backs for special events when the event is posted for sign-up. The Department shall also provide a copy of the final job assignments for such events listing the names of the employees assigned, hours to be worked by each employee and if the employee was forced or volunteered to work the hire back no later than two (2) business days after the final job assignments are made.

- E. **Insufficient Number of Volunteers:** In the event an insufficient number of employees volunteer for a particular hire back assignment, the department shall be able to force employees to work these situations. Forcing shall be done off the appropriate eligibility list (as explained above) but maintained in inverse seniority order.

When a forced work situation occurs, employees will be forced to work it in inverse seniority order. No employee shall be forced to work another forced hire back event until each eligible employee on the forced list has been forced to work an assignment.

Employees are not eligible for force back if they are: scheduled for duty, have TC, on vacation or have regularly scheduled days off immediately before or after vacation, off work with extended illness, utilizing FMLA, assigned to light duty or administrative duty, or assigned training approved by the Department.

Sergeants are subject to additional force backs to fill supervisory positions for hire back events. Assignments requiring sergeants shall be made according to seniority in rank.

Employees may not decline to work a forced situation; however, they may find a replacement to work the situation for them. If an employee forced to work a hire back event finds a volunteer employee to take that assignment, the employee who was originally forced will be credited as if he had worked the forced hire back.

- F. **Miscellaneous:** Employees may be on TC or vacation and still be eligible to volunteer for a special event hire back. Employees whose TC or vacation requests have been approved after they have been advised of a forced hire back for special event are not excused from that duty because of such TC or vacation.

New employees successfully completing their FTO training will be added to the lists in their proper seniority position.

Assignment to special event hire backs will be made without regard to rank or grade in that sergeants and investigators will be allowed to work non-supervisory or non-investigatory assignments. If an assignment specifically requires supervisors, and or

investigators, those assignments will be given only to personnel of the appropriate rank or grade.

Employees who are involved in the planning of a Special Event as part of their regular duties shall be allowed to work the event and shall not be required to bid pursuant to Section D of this Article.

Employees who are deemed to have performed inadequately or who have failed to report to a hire back without giving reasonable notice to the hire back supervisor on hire back assignments may be subject to department disciplinary action.

- G. **Hire Backs for Recruit Testing:** Hire backs for recruit testing shall be first offered to employees that have worked such assignment previously. If an insufficient number of such employees sign-up to work the applicant testing, then the procedure set forth herein shall apply to obtaining additional personnel to work the testing hire back.
- H. **Use of M-3 Streets Team as Bike Officers for Special Events:** The Chief of Police shall determine whether employees assigned to the M-3 Streets Team should be utilized as Bike Officers for hire backs for special events for the following events: Bike Races, Parades, Downtown Pride Tour, Multiple Runs, Marathons, events held at the Metro Centre (located at 300 Elm Street in Rockford) Wing Ding, the annual Ethnic Festival, Hoops for Life, On The Waterfront, and "perimeter security" for events held at Davis Park (with traffic or crowd control being posted as a general hire back).

Should the Chief of Police determine that employees not assigned to the M-3 Streets Team would also be required for the aforementioned or agreed upon events then such additional manpower shall be filled by the utilization of the Hire Back for Special Events procedure described herein.

If the Chief of Police determines that employees assigned to the M-3 Streets Team are to be hired back for the aforementioned or agreed upon events, only employees assigned to the M-3 Streets Team shall be subject to force back for the bike officer positions. If additional manpower is required under the preceding paragraph, the general hire back/force back procedures as described herein shall be utilized for those positions.

The daily work schedules of M-3 Streets Team employees shall not be changed, either voluntarily or involuntarily, to avoid payment of overtime to work Special Event Hire Backs. This section shall not prohibit the flexing of M-3 Streets Team employee's hours on their regularly scheduled workdays.

Voluntary and force back assignments shall be done in the same manner as described in Sections D and E of this Article.

The Chief of Police and the Union President, or their designees, must meet and mutually agree for the use of the M-3 Streets Team to work a special event as a hire back for any event not specifically listed herein and such use may not be unreasonably denied.

#### 5.6 Cancellation of Hire Back for Special Events

If a hire back is cancelled less than twenty-four (24) hours before the actual time of work occurs, it will be compensated for at the call back rate as specified in Article 5.4 of this Agreement. If a hire back is cancelled more than twenty-four (24) hours before the actual time of work occurs, then there will be no compensation.



**ARTICLE 5A  
TEN-HOUR SHIFTS**

This Article shall pertain to those employees who by agreement are assigned to a ten (10) hour per day schedule, as follows:

5A.1 Shift Selection: Effective March 1, 2010, the Department may deploy a Day Cover Shift in Patrol. Said shift may consist of 14 officers for 2010, and shall be assigned to the Day Shift Commander and supervisors. The Department shall post for volunteers for 14 days, after which time the Department may assign personnel via inverse department seniority or utilize the four (4) year provision of this Article to fill the assignments. If the Department determines to deploy a Day Cover Shift for 2011, said shift shall be included in the annual shift bidding process. All employees assigned to the shift shall work a 10 hour shift with the starting time of 0900 hrs and ending time of 1900 hrs and shall receive a \$.40 shift differential for hours worked on that shift. A minimum of one Day Cover Shift employee shall be allowed on vacation at any given time. The Department may alter the start time of the Day Cover Shift by up to two (2) hours by giving notice to the Union not later than September 15. The Department shall not adjust the start times of any other patrol shifts for the balance of this CBA term absent agreement of the Union. The parties shall meet to discuss shift scheduling and call volume on an annual basis to promote efficiency in the operations of the Department.

- A. Employees shall sign up for shifts by listing their first and second choices and turning them into designated Department personnel. Shift selection will then be made by seniority when there are too many for the staffing level set by the Department. If too few employees' sign up for a particular shift based on their choices, assignment will be made by assigning the least senior employees.
- B. Sergeants shall sign up for, and be assigned to shifts by seniority in rank, as set forth in section A., above. Such assignment shall be made prior to the selection described in section A., above.
- C. Employees who have less than four (4) years of service on the Department shall not be assigned as set forth in subsection A., but instead shall be rotated by the Department so that they will have worked on all three (3) shifts during this four (4) year period. After the fourth year, employees will be assigned to shifts as set forth in section A., above.
- D. Employees assigned to the Traffic or Identification Units shall sign up for shifts as noted in Section A except that shift selection will then be made by seniority based on the length of time assigned to the unit as investigator. Department seniority shall determine shift selection when investigators were assigned to the unit on the same date.

## 5A.2 Shift Trades

Employees shall be allowed to trade workdays with other employees within their shift, provided no overtime results for the Department as a result of the trade, and prior written notice is given to the shift supervisor, on a form to be provided by the Department.

Trades with other employees of the Patrol Division subject to this Article normally assigned to a different shift will be allowed in extraordinary emergency situations upon approval of the Department.

Employees that trade workdays and subsequently miss that workday due to illness, shall work another day of the Department's choice. The employee owing the work day is the employee that was scheduled to work for the employee making the trade.

## 5A.3 Shift Transfers

Transfers from shifts may be made in the following manner:

- A. The process of shift selection described above shall begin October 1 of each year, and shall be completed by November 1. All shifts will be re-selected each year.
- B. Employees requesting a transfer at times other than those set forth above may do so by submitting a written request to the Chief of Police setting out the reasons for the request. Such transfers will only be made for reasons of continuing family or employee medical necessity. An employee who moves in this manner shall have his slot filled from among those on the shift to which the employee moves, in accordance with the normal selection procedures. Should the shift which the employee is requesting be short of manpower, then no exchange of employees would be required.
- C. The Department shall have the authority to move an employee off a shift if it deems such a move to be in the best interests of the Department/employee. The Department shall discuss such move with the President of the Union prior to the movement being made. The slot vacated shall be filled utilizing the normal selection procedures. An employee moved by the Department may be kept on the new shift through the next normal selection cycle (i.e., a maximum of twenty-four (24) months). Employees shall not be moved for disciplinary reasons.
- D. Openings created in Patrol, Traffic, and I.D. by retirements, promotions, or termination of employment, if the Chief determines that such openings be filled, shall be subject to the seniority bidding procedures contained herein for employees holding the same rank within each unit as the opening to be filled. Such bidding shall commence within seven (7) business days of the Department being notified in writing of the opening, or official action is announced to create the opening, and shall last for fourteen (14) calendar days. This re-bidding process shall apply only to the opening created and shall not apply to the openings created by this process.

## **ARTICLE 6 VACATIONS**

### 6.1 Vacations

The following schedule sets forth the amount of vacation for which an employee may qualify according to seniority, which, for purposes of this section, includes time spent as a cadet:

<u>Length of Service</u>	<u>Vacation</u>
First full month through completion of 1 year	Eight (8) hours per month (Eighty (80) hours maximum)
First day of the second year through completion of 5 years	Eighty (80) hours
First day of the 6 <sup>th</sup> year through completion of 14 years	One hundred-twenty (120) hours
First day of the 15 <sup>th</sup> year through completion of 24 years	One hundred-sixty (160) hours
First day of the 25 <sup>th</sup> year and over	Two hundred (200) hours

## 6.2 Vacation Accreditation and Use

Vacation will be accredited to the employee on January 1 of each year of this Agreement based on his/her length of seniority on that date. However, when an employee passes an anniversary date which qualified the employee for an extra forty (40) hours of vacation, those forty (40) hours then will be credited to the employee. Vacation may be taken at any time throughout the calendar year within administrative guidelines as established by the Chief of Police and Article 6.3 of this Agreement. However, new employees shall not use any vacation until after the completion of twelve (12) months of duty.

Employees who resign from the Police Department with less than one (1) year of seniority shall not be entitled to any vacation benefits.

## 6.3 Vacation Selection

- A. Seniority shall be used in selecting vacation periods, however, the Chief of Police or his designee(s) shall determine the number and classifications of employees to be on vacation at any given time.
- B. Vacation selection for the upcoming year shall be initiated within fourteen days of the completion of the annual shift bidding process and day off group assignment, which shall be concluded no later than October 31st in any year. Two weeks of an employee's vacation shall be selected not later than April 15<sup>th</sup> of the year utilized and the balance must be selected or converted to vacation time coming not later than July 1<sup>st</sup> of the actual year the vacation would be used. Vacations may be selected in the following manner:
  1. If vacations are selected in blocks of weeks each week shall consist of seven consecutive calendar days, beginning on a Sunday.
  2. For employees on ten (10) hour schedules pursuant to Article 5A, who select weeks of vacation which result in having ten (10) hours remaining to be used shall have such hours converted as set forth in subsections 3-6, below;

employees who select weeks of vacation which result in requiring an additional ten (10) hours to be used shall be allowed to use accumulated holiday, compensatory or vacation time coming to make up the difference. Hours so used shall be guaranteed as vacation time, as set forth by current Department practices.

3. Any employee may designate one (1) or two (2) forty (40) hour blocks of his vacation to be used as time off in one (1) hour increments. The total vacation time taken in this manner shall not exceed eighty (80) hours in one (1) year. This forty (40) or eighty (80) hours shall be the equivalent of one (1) or two (2) seven (7) day calendar weeks vacation.
4. Once an employee elects to take a week of his vacation in less than one (1) week increments, forty (40) or eighty (80) hours will be recorded as "vacation time coming" in the compensatory time record. The employee will then take this "vacation time coming" as off duty time in the same manner as currently used for taking off on compensatory time.
5. For such time selected as "vacation time coming" it is the employee's responsibility to use all of this time during the calendar year.
6. As with regular vacation time taken in week long blocks of time, "vacation time coming" cannot be allowed to accumulate and cannot be carried over from one year to the next without: (a) an extraordinary reason as approved in writing by the Chief of Police or (b) the employee has completed twenty (20) years of service. Employees who have completed twenty (20) years of service can carry over from one year to the next a maximum of five (5) weeks vacation. Such carryover can only be converted to pay, and only upon termination of employment.
7. Prime Time vacation periods shall be from the first Sunday in June through the Labor Day weekend in September and the calendar weeks that include Christmas Eve, Christmas Day and New Year's Eve.

Bidding by seniority for prime time vacation periods shall be as follows:

- A. First and second round picks by seniority will be used to select vacations "during prime time only." An employee may not request more than two consecutive "Prime Time" weeks of vacation during the first round of "Prime Time" picks. The employee may select additional consecutive weeks in "Prime Time" if weeks are available during subsequent rounds of the "Prime Time" selection process. Employees who have submitted their retirement notification are exempt from this restriction in the year of retirement.
- B. First round prime time vacation picks will start on the Sunday of the last full week of January and will last four (4) weeks.
- C. Second round prime time vacations picks by seniority will begin immediately after the first round pick ends and will last four (4) weeks.
- D. All other vacation picks, "and all picks outside prime time," will be on a first requested – first honored basis.

#### 6.4 Prorata Vacation

Employees shall, upon retirement, layoff, discharge or resignation, be entitled to vacation pay for leave earned but not used as of the date of separation. This shall include a prorata calculation of any vacation earned since January 1 of the year of separation.

#### 6.5 Miscellaneous

Employees on approved military leave as provided herein shall continue to accrue length of service for purposes of determining future vacation benefits upon return to department service.

#### 6.6 Personal Leave Day

All employees who have five (5) or more years of seniority shall receive a personal leave day. All employees who have fifteen (15) or more years shall receive two (2) personal leave days. These days shall be credited as eight (8) hours of compensatory time, to be used in accordance with Article 5.1.

### **ARTICLE 7 LEAVES OF ABSENCE**

#### 7.1 Funeral Leave

Where there is a death in the employee's immediate family, the employee shall be granted three (3) consecutive calendar days off, one of which must be the day of the funeral. Regularly scheduled workdays off during the leave shall be with pay.

"Immediate family" shall include: Father, mother, spouse, children, father-in-law, mother-in-law, brother, sister, grandparents, grandparents of spouse, grandchildren, brother-in-law and sister-in-law, step-parents, step-children, step-siblings or step-grandchildren. This leave shall not be granted for the day(s) an employee is on approved leave or vacation or holiday as provided herein.

The Chief of Police may, at his discretion, authorize time off without pay in situations not covered in this Article.

#### 7.2 Military Leave

Employees who are duly enrolled members of a reserve unit of the Armed Forces of the United States, including the National Guard, shall be granted a leave of absence not to exceed two (2) calendar weeks per year for the purpose of attending camps or schools. Employees who are called to duty by reason of civil disobedience, rioting or other emergencies shall be granted a leave of absence not to exceed two (2) calendar weeks or ten (10) working days. Employees on approved military leave shall be paid the difference between their military pay, excluding expense allowances, and their straight time pay. The employee shall keep the military check and receive the difference from the City upon submitting proof of the amount of military pay received.

#### 7.3 Jury Service Leave

Employees who are called for jury service in any court of the State of Illinois or of the United States shall be granted paid leave of absence to serve as a juror if such duty is on an employee's regularly scheduled workday. Such employees shall be entitled to the option of either receiving their jury duty pay or receiving their regular straight time pay from the City. If the employee chooses to receive his regular straight time pay from the City, the full amount of jury duty pay, excluding expense allowances, shall be reimbursed to the City by the employee.

In the event that an employee reports for jury duty and that day is a regularly scheduled workday, that day shall constitute a jury service day for that employee notwithstanding the length of time he actually serves that day; such jury service day shall be that employee's work/duty day, and he shall not have to work any shift that begins on the same day as his jury service.

#### 7.4 Family Medical Leave

Employees shall be granted all the rights of the Family Medical Leave Act (FMLA).

Employees shall not be required to use paid leave under this Agreement prior to invoking their right to FMLA Qualifying Leave.

#### 7.5A. Sick Leave

Sick leave shall be administered pursuant to the past practice of the parties hereto, except as provided in Article 7.5 B below.

#### 7.5B Use Of Paid Leave For FMLA Purposes

1. Employees may use sick leave for the employee's own Family Medical Leave Act (FMLA) eligible conditions. The use of paid sick leave for FMLA for the care of eligible persons other than the employee may also be used to a maximum of sixty (60) hours in a twelve-month period. Paid sick leave shall only be used for serious health conditions as defined under FMLA, and therefore **not used for the birth or adoption of a child**. The twelve month period shall begin with the first hour of sick leave taken for FMLA.

Employees may use said sixty (60) hour paid sick leave bank, to care for an eligible person as defined by FMLA, without contacting FMLA Source. The reason for the leave under said sixty (60) hour sick leave bank shall fit the criteria described in this collective bargaining agreement, including the "care of eligible persons other than the employee."

In order to use said sixty (60) hour paid sick leave bank, the employee must:

- (a) advise the FMLA specialist in the City's Human Resources Department or the Police Department's Administrative Deputy Chief of the pending need to use paid leave for FMLA purposes, if possible, and;
- (b) the employee must produce documentation from the treating physician that includes the following information: identity of the family member and for what condition he or she (the family member) is being treated, specify the anticipated amount of time needed, define over what period of time the paid time will be used; and include how the time will be taken; full days, intermittent days, or partial days.

The proper documentation will be given to the Deputy Chief of Administration at the employee's earliest convenience, prior to the start of leave (if possible) to insure proper tracking and payment

2. In the event an employee exhausts his/her FMLA protected leave the employee shall be entitled to an additional six (6) weeks of unpaid leave without loss of seniority or benefits per year ("per year" as defined by the City's FMLA tracking policy) for the care of an eligible dependent. Provided this additional six (6) weeks of leave time shall be taken in one (1) full workday increments.
3. If not previously exhausted, the sixty (60) paid leave hours referenced in Section 7.5 (B) shall be included in the additional six (6) week leave referenced in item #2 above.
4. Maternity leave benefits under the agreement shall include the following:
  - a) Six (6) weeks of paid time off upon the birth of a child, pursuant to the General Order; and
  - b) Six (6) additional weeks of unpaid leave for a total of twelve (12) weeks off after the birth of a child.
  - c) This maternity leave shall be granted regardless of any leave time that the employee utilizes prior to the birth of the child. Furthermore, this maternity leave or any portion thereof shall qualify as FMLA leave pursuant to the City's FMLA tracking policy.
5. Employees may opt to be paid during the periods of unpaid leave referenced above by exchanging paid leave benefit time (i.e. vacation, personal days, etc.).

## **ARTICLE 8 CONTRACT GRIEVANCE PROCEDURE**

### **8.1 Grievance Procedure**

As used herein, "Grievance" shall mean any dispute or complaint concerning the interpretation of, application of, or compliance with, the terms of this Agreement.

It is the intent and purpose of both parties to use their individual and collective best efforts to settle and resolve their differences on a prompt and informal basis. Where such informal efforts are unsuccessful in resolving an issue which is believed to be a violation of this Agreement the following procedure shall be followed.

Either the Union or the City may initiate this Grievance Procedure by filing written notice of a grievance with the other not later than thirty (30) calendar days from the latter of the occurrence giving rise to the grievance or from the filing party's notice in fact of the occurrence giving rise to the grievance. The Union shall file said written notice to the City by delivery thereof to the Chief of Police, and the City shall serve said notice to the Union by delivery thereof to the President of the Union. The aforesaid written notice shall include a full and detailed statement of all facts giving rise to the grievance, including names and dates, together with the portion or portions of the Agreement thereby placed in issue.

Within fourteen (14) calendar days of receipt of the notice of grievance, the designated representative of the City shall meet with the President of the Union, or his designated

representative, for the purpose of resolving the grievance. If the parties are unable to resolve the grievance at this meeting, the party against whom the grievance was filed will issue a written decision denying or granting the grievance within fourteen (14) calendar days of the date of the meeting. Within fourteen (14) calendar days of receipt of the written statement denying the grievance, the grieving party (City or Union) may take the grievance to Arbitration under the procedures detailed in the following Section providing the other party with written Notice of Intent to Arbitrate.

If the last day of any of the time periods listed above falls on a Saturday, Sunday, or holiday, the deadline shall be moved to the first calendar day following the weekend or holiday.

## 8.2 Contract Arbitration

Within fourteen (14) calendar days of service of Notice of Intent to Arbitrate, the parties, by their designated representative, shall attempt to mutually agree to the joint designation of an impartial Arbitrator. If the parties are unable to reach such an agreement within said fourteen (14) day period, they shall jointly request the Federal Mediation and Conciliation Service to furnish them a list of the names of seven (7) Arbitrators. Within fourteen (14) calendar days of receipt of said list, the parties shall alternately strike names from the list until only one (1) remains who shall be the Arbitrator. The party requesting the Arbitration shall strike first.

The Arbitrator shall have power, authority and jurisdiction to interpret, apply and determine compliance with this Agreement and shall not add to, subtract from or modify in any way its terms and provisions.

The decision of the Arbitrator shall be final and binding upon both parties hereto. The Arbitrator will have thirty (30) days after conducting a hearing to reach a decision.

## 8.3 Release Time and Time Limitations

### A. Release Time

During the grievance meeting and during the arbitration hearing, the grievant, a designated representative from the Union, and up to three (3) employee witnesses shall, during working time, be granted release time, and time spent in such attendance shall be counted as time worked.

A Union representative shall be granted reasonable release time for investigating and processing each grievance, prior to or after the time of filing. The representative shall request such time from the Chief of Police, who shall not unreasonably deny such request.

### B. Time Limitations

Unless mutually agreed upon in writing beforehand, the failure of either party to comply with the time requirements shall be deemed to mean that each accepts the other's position at the last stage of the Grievance Procedure.

## 8.4 Employee Rights



Nothing in this Agreement prevents an employee from presenting a grievance to the City and having the grievance heard and settled without the intervention of an employee organization; provided that the Union is afforded the opportunity to be present at such conferences and that any settlement made shall not be inconsistent with the terms of any Agreement in effect between the City and the Union.

Nothing shall be construed to limit the Union's right to exercise its discretion to refuse to process grievances of employees which it believes to be not meritorious.

## **ARTICLE 9 UNIFORMS**

### 9.1 Uniforms or Annual Clothing Allowance

The City shall issue uniforms, including shoes and required accoutrements, to all uniformed employees and shall replace any such items which become unserviceable through normal usage. Issue, replacement, and return of uniforms (including the requirements that upon an employee's separation from the Department, he must return all uniform items) shall be governed by Directives from the Chief of Police.

All non-uniformed employees shall receive an Annual Clothing Allowance of \$400.00. Claims for clothing items of non-uniformed employees which are damaged in the line of duty, may be submitted to the City Legal Department under existing claims procedures.

### 9.2 Cleaning Allowance

All employees shall receive an annual cleaning allowance of \$200.00.

### 9.3 Payment

Payment of all cash allowances pursuant to this Article shall be issued in two (2) equal installments on February and August 15th of each year. Employees assigned to the rank of Investigator shall receive a prorata share of the clothing and cleaning allowance described in this Article, based upon the amount of time the employee spent in the rank of Investigator during the previous six (6) months. Upon an employee's retirement, the earned allowances provided in this article shall be paid on a pro-rated basis to that employee.

## **ARTICLE 10 INSURANCE**

### **Effective October 21, 2008:**

#### 10.1 Paid Premiums of Employees

Employees who have single coverage shall pay \$15.00 per pay period (26 per year) and those with single plus one coverage shall pay \$30.00 per pay period (26 per year) and

those with family / dependent coverage shall pay \$45.00 per pay period (26 per year). The City agrees to pay the remainder of the cost of health and dental insurance under the City's designated health and dental plan adopted December 29, 2003, by Ordinance 2003-2004 for the employee and covered dependents, except as the City's share of these costs is amended in this agreement.

The City will continue to provide a preferred provider plan for employees. For services rendered by non-preferred providers, the co-payment percentages will be 60 percent City and 40 percent employee, of the first \$5,000 following satisfaction of applicable deductibles.

The employee contributions, deductibles and maximum payments are stated in the box below.

<b>PPO Plan</b>	Annual EE Contribution with Discount	Payroll EE Contribution with Discount	Payroll EE Contribution w/o Discount	Annual Deductible	Annual Out-of-Pocket In-network
Single	\$390	\$15	\$25	\$200	\$1,000
Plus One	\$780	\$30	\$50	\$400	\$2,000
Family / Dependant	\$1,170	\$45	\$75	\$600	\$3,000

Deductibles for services rendered shall be a maximum \$200.00 per person per calendar year, a maximum of \$400.00 for single + 1 or a maximum of \$600.00 per family per calendar year.

PPO in-network co-insurance is 90/10 of the first \$10,000 per person (\$1,000) or \$2,000 for single plus one or \$3000 for family. PPO out-of-network is 60/40 of the first \$5,000 per person (\$2,000) or \$4,000 for single plus one, or \$6,000 for family.

Prescription drugs shall be paid for under the prescription benefit plan only. Medically necessary prescription drugs not available through the prescription drug plan will be payable at the in-network benefit level. (90/10 of the first \$10,000).

Employees shall be enrolled in a prescription card program, and shall be subject to the following conditions:

1. The employee co-pay for generic prescription medication and brand prescription medication where no generic equivalent is available shall be \$15.00 per prescription. Where the actual cost of the prescription is less than fifteen dollars (\$15.00) that actual cost shall apply.
2. The employee co-pay for brand prescriptions where generic equivalent is available shall be \$15.00 plus the price difference between the brand and generic equivalent. Where the physician mandates "no substitutions" only, the not-to-exceed \$15.00 co-pay shall apply.
3. The co-pay provisions apply to prescriptions in 30-day increments. Maintenance drugs/prescriptions may continue to be issued in 90-day increments; however, three (3) individual co-pays shall apply. Maintenance drugs/prescriptions issued in 90-day supplies via mail order shall be limited to

two (2) co-pays as described in item 1 and item 2 above. Maintenance drugs are those as identified in the Medispan Master Drug List.

4. After a 90-day period has been reached on any prescription and it is determined that the prescription is eligible for mail order, the mail order program will be utilized. If an employee opts not to order through the mail order program, the co-pay will be double the regular co-pay.

Prescription drugs shall be paid for under the prescription benefit plan only. Medically necessary prescription drugs not available through the prescription drug plan will be payable at the in network benefit level. (90/10 of the first \$10,000)

The employee contributions for the PPO plan reflect a discount for participation in the wellness plan. PPO plan members not participating in the wellness plan will not be entitled to a discount. Wellness plan is mandatory for the HSA plan participants.

Employee contributions for the HSA plan are waived for 2007 and 2008. Deductibles for the HSA plan are shown in the chart below (HSA plan) and will remain level for 2007 and 2008 subject to any change required by modification to federal regulations.

**High Deductible Plan (HSA):** The City will continue to provide a Preferred Provider Organization (PPO) plan and may offer additional alternative plans, such as a Qualified High Deductible Plan (HSA). A Qualified High Deductible Plan (HSA) subject to federal regulation and its deductibles, out of pocket maximums, and other aspects of the plan may be altered pursuant to such federal regulations. The City will give notice of any mandatory HSA plan changes prior to implementation and will negotiate on any non-mandatory plan changes prior to making any change affecting coverage, benefit levels or employee contributions. The City will negotiate with the Union the effect of any mandatory changes that may be required by federal regulations.

The employee contributions, deductibles and maximum payments are stated in the box below:

<b>HSA Plan</b>	Annual EE Contribution	Payroll EE Contribution	Annual Deductible	Annual Out-of-Pocket In-network
Single	\$0	\$0	\$1,500	\$3,000
Plus One	\$0	\$0	\$3,000	\$6,000
Family	\$0	\$0	\$3,000	\$6,000

1. City will contribute \$750 to HSA accounts on Single coverage, and \$1,500 to HSA accounts on Single Plus One and Family coverage on the first day of each plan year.

2. PPO Plan Participants in the wellness plan shall receive a bi-weekly Wellness discount of 40% reduction in employee contributions. Employees will be offered enrollment in the Wellness Program prior to any contributions of premiums.

3. The wellness plan does not include IHAP since IHAP participation is voluntary.

4. HSA network co-insurance is 80/20 of the first \$15,000; per person maximum out-of-pocket \$3000, single plus one or family, maximum out-of-pocket \$6,000. HSA out-of-network co-insurance is 60/40 of the first \$15,000; per person maximum out-of-pocket \$6,000 single plus one or family maximum out of pocket \$12,000.

## 10.2 Summary of Benefits

A. The payment of these benefits constitutes the sole liability and responsibility of the City with regard to the employee's insurance program. The City agrees to maintain substantially equivalent benefits during the term of this Agreement. The City further agrees to discuss proposed benefit changes with the Union before implementation. The Health Insurance Focus Group shall meet on a quarterly basis (at a minimum) and shall continue to review health insurance and health related issues and makes recommendations to the City regarding the City's Health Plan. The Health Insurance Focus Group may request information about the operation of the City's health plan, and the City shall provide such information in a timely basis. The Health Insurance Focus Group shall monitor the costs of health insurance benefits, review proposals of cost saving measures, review wellness programs that could lower medical costs, and make recommendations to the City.

B. The City reserves the right to change insurance carriers, self-insure or implement cost containment features so long as the overall coverage available to employees employed on the date of this Agreement is substantially the same. Any changes in coverage shall be subject to collective bargaining negotiations and prior to any implementation of plan changes the respective bargaining units must notify the City of their acceptance of such changes or reach an agreement through collective bargaining with the City.

C. In an effort to provide an insurance package that is financially responsible to the City and Union, the City will engage in competitive bidding with review and recommendations provided by the Health Insurance Focus Group of the proposed requests for proposals (RFPs) and any summaries prepared by the City of responses to the RFPs.

The competitive bidding will cover the following services: the healthcare plan, including but not limited to: related network and the selection of service providers, healthcare consultants, third party administrators or other vendors for the PPO, mental health and substance abuse services for the PPO, utilization review services for PPO's medical reimbursement account and the dependant healthcare account, pharmacy services, dental and vision care benefits.

The City shall develop the factors to be considered in evaluating the responsible bidders and shall inform the Health Insurance Focus Group of these factors. The parties agree to accept the recommendations of the Health Insurance Focus Group for changes in vendors that provide services for the Health Insurance and Dental Plan.

D. Where an employee receives a referral by the employee's primary care physician to an out-of-network provider whose services are located greater than a 50-mile radius from the City of Rockford, the co-pay shall be maintained at ninety (90) percent by the City and ten (10) percent by the employee, to the first ten thousand dollars (\$10,000). Employees requiring emergency services as defined by the City of Rockford Health Plan and are at a location more than fifty 50 miles as described above, shall pay a co-payment percentage of eighty (80) percent by the City, twenty (20) percent to the employee, of the first five thousand dollars (\$5,000).

E. The lifetime maximum shall be \$2,000,000 per person.

F. Employees shall receive two (2) free prophylaxis (teeth cleaning) per year.

## 10.3 Integrated Health Advocacy Program (IHAP)

The City may implement the Integrated Health Advocacy Program (IHAP). IHAP is offered by the Illinois Hospital Association to address the needs of severely ill plan participants via intervention with an integrated health strategy to promote recovery and efficient use of plan resources. The program is by invitation, confidential, and has shown great promise in the entities that subscribe to the service. This program will be voluntary on the part of the participants.

#### 10.4 Wellness Plan

On or before December 21, 2008, a wellness plan shall be established to invest in prevention through measurement, education and reward. This plan shall be offered to employees and their spouses.

The wellness program shall include the following:

- a. Health risk appraisal or assessment  
Early detection programs will include; blood pressure, basic blood diagnostics, and cholesterol and glucose tests.
- b. The employer shall provide to employees and their spouses the following optional elements:  
  
Behavior and lifestyle counseling including nutrition, alcohol, and tobacco.
- c. System of rewards:  
  
The City shall offer additional rewards (to be determined in its discretion) through offerings unique to the HSA Plan participants.
- d. The Health Insurance Focus Group shall explore expansion of the wellness plan, subject to the City's approval of any cost issues. The group will also serve as a communication channel on plan changes and implementation.

#### 10.5 Chiropractic Limit

Chiropractic treatment shall be subject to an annual benefit limit of \$1,500.

#### 10.6 Life Insurance

The City will provide a group life plan that includes a guaranteed \$25,000 life insurance coverage for all employees.

#### 10.7 Supplemental Life Insurance

The life insurance plan will include, at employee expense, optional group term life in increments of \$10,000 to a maximum of \$300,000 of which \$150,000 will be issued without evidence of insurability, subject to enrollment. (This option will be subject to change after the initial open enrollment period, based on offerings available to the City.)

#### 10.8 Accidental Death and Dismemberment

The City's group life insurance plan shall include Accidental Death and Dismemberment benefit in the amount of \$50,000.

#### 10.9 Health Insurance Focus Group (HFG)

Effective January 1, 2004, the City agrees that a Health Focus Group (HFG) shall be maintained to monitor the costs of health insurance benefits, review proposals for costs savings measures, review wellness programs that could lower medical costs, and make recommendations to the City Finance and Personnel Committee.

Said group would consist of three (3) bargaining units. The presidents for each bargaining

unit shall make appointments for both the active and retired members. Additionally, the City may appoint two (2) non-represented employees; two (2) exempt employees and one (1) retired employee to the group.

The group will be established regardless if any of the three (3) bargaining units do not want to participate.

### **ARTICLE 11 SAVINGS CLAUSE**

If any Article or Section, or portion thereof of this Agreement should be held invalid by operation of law or by any tribunal of competent and final jurisdiction, or if compliance with or enforcement of any Article or Section, or portion thereof, should be restrained by such tribunal pending the final determination of its validity, the remainder of this Agreement shall not be invalidated or otherwise affected thereby.

In the event that any Article or Section, or portion thereof, is held invalid or enforcement thereof or compliance therewith has been restrained as above set forth, the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section, or portion thereof.

### **ARTICLE 12 NO STRIKE - NO LOCK OUT**

The Union, its officers and agents, and the employees agree not to instigate, promote, sponsor, engage in, or condone any strike, slowdown, picketing (other than informational picketing which shall be permitted), concerted stoppage of work or any other intentional interruption of operations. The City will not lock out any employees during the period this Agreement remains in effect as the result of a labor dispute with the Union.

Upon notification by the City to the Union in writing that certain of its members are, or may be, engaged in a violation of this provision, the Union shall cease, provide the City with a copy of such an order, and a responsible official of the Union shall make public that order. The Union agrees to take all reasonable effective and affirmative action to secure compliance with the order as promptly as possible. Failure of the Union to issue the order and take the action required herein shall be considered in determining whether or not the Union has violated this provision.

Any or all of the employees who violate any of the provisions of this section may be disqualified or disciplined by the City. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity.

Either party which violates this Article shall be subject to the laws of the State and Federal Government and the rules and regulations of the Board of Fire and Police Commissioners.

### **ARTICLE 13 INDEMNIFICATION - LEGAL COUNSEL**

Whenever any employee incurs potential civil liability for actions arising in the course of his employment, the City's liability shall be governed by 65 ILCS 5/ 1-4-6. The City further agrees, in the aforementioned situations, to furnish the employee counsel from the City of Rockford, Department of Law.

In the event the Legal Director or the employee has reasons for desiring outside counsel, the Legal Director or the employee shall present those reasons to the other along with the name of the attorney requested by the employee. If the employee and the Legal Director do not agree as to the appropriateness of hiring outside counsel, then a third party shall decide the appropriateness of hiring outside counsel. The selection of a third party to review the Legal Director's or employee's request for outside counsel shall be made from a rotating panel of three (3) previously agreed upon Illinois licensed attorneys, who are competent to practice "Police Civil Liability". Further, if the third party decides outside counsel is necessary and appropriate, then the attorney that is next on the list from the rotating panel shall represent the employee.

Said panel shall be established initially by agreement of the parties. The panel shall consist of three Illinois licensed attorneys, who are competent to practice "Police Civil Liability" and are members of the Winnebago County Bar Association. The panel shall be reviewed every two (2) years beginning on October 1 (after the initial panel is chosen), with any changes implemented by the following January 1.

The three (3) panel members shall create an initial list of its members in random order for assignment of duties under this Article. Should any member of the panel refuse to serve then the next attorney on the list shall be offered the opportunity. Should any member withdraw from the panel, then the parties shall have sixty (60) days to meet and confer to select a replacement. In that event, the next attorney on the list shall be offered the opportunity. Also, should the parties be unable to agree on the replacement, then the vacancy shall be skipped until filled, to ensure that the process of reviewing and providing counsel continues in a timely manner.

In the event it is mutually agreed or a third party decides it is appropriate to hire outside counsel, the City agrees to furnish the employee the next panel member on the list.

Counsel shall be provided through all stages up to and including a single appeal unless and/or until the employee is found guilty of criminal liability or willful and wanton misconduct in violation of State and Federal law. If a further appeal is involved in any civil action, the Legal Director, in his sole discretion, may assume the defense of such appeal. No other legal representation will be provided.

Whenever an employee is summoned before the Fire and Police Commission, upon a complaint from any party other than the City, regarding either preliminary hearings or actual hearings covering a disciplinary action which may be taken against the employee, the City shall furnish the employee counsel as provided herein. The City's liability to provide such counsel shall extend only through the local Circuit Court and the City shall assume no liability for such expenses as a result of appeal taken there from.

Whenever the City is a Complainant before the Fire and Police Commission, the City shall have no liability whatsoever to provide legal counsel or other expenses of the employee's defense against said complaint.

Any disagreement as to the selection of counsel or fees for said counsel shall not be subject to the grievance procedure or binding arbitration.

## **ARTICLE 14 WAGES**

### 14.1 Wage Plan

The basic wage plan for all employees shall be shown in Appendix A.

### 14.2 Longevity Pay

For each five (5) years of service there will be an increase of two per cent (2%) of the base rate of an eligible employee to a maximum of ten per cent (10%).

Longevity pay shall be prorated on each individual pay period over the calendar year from January 1st to December 31st. An employee becomes eligible for longevity on the anniversary date of his employment, including time spent as a cadet.

### 14.3 Training Program

Employees who are required to attend training programs scheduled outside of regular duty hours shall be paid at the rate of one and one-half (1-1/2) times their straight time hourly rate of pay for all hours spent at such required training programs, except for meal breaks

For purposes of this Article only, when an employee attends a school requiring overnight travel, he shall receive only his regular pay regardless of the hours spent in training.

Employees work schedules and days off will not be adjusted without their consent to avoid payment of overtime compensation except in the case of training. The Department may change an employee's work schedule or days off a maximum of three (3) times during a calendar year in order to have the employee attend training programs.



Employees assigned to ten (10) hour per day schedules per Article 5A attending training sessions which last less than ten (10) hours but more than seven (7) hours (which includes time taken for meal breaks), shall not be required by the Department to perform other duties to finish a ten (10) hour shift. Such training sessions shall be considered as the employee's full duty day.

#### 14.4 Special Pay

Employees who are designated by the Department as SWAT members Bomb Disposal Officers, Interpreters, Firearms Instructors, or Critical Incident Negotiators shall be compensated in the amount of \$600.00 per year, payable in equal portions on each paycheck during the year.

Employees who are designated by the Department as Field Training Officers shall be compensated in the amount of \$1,600 per year, payable in the same manner.

Employees designated as such shall begin earning the proportional payments in the first pay

period following their designation and shall earn such payments so long as they continue as designated above. The Department shall designate these employees for each year by January 1, and shall notify the Union President of such designations and any changes during the course of the year.

To be eligible for appointment as a Field Training Officer, SWAT member Bomb Disposal Officer, Critical Incident Negotiator, or Firearms Instructor of the Department, an employee must have completed a minimum of 3 years of full time service as a sworn officer of the Department.

To be eligible for appointment as an Interpreter an employee must have successfully completed his eighteen (18) months of probation.

SWAT members, Bomb Disposal Officers and Critical Incident Negotiators, may have their schedules adjusted as necessary for training purposes, without accrual of overtime to the City.

Employees designated as Interpreters shall be employees who may be called back to perform such duties. Any employee may be called on, without additional compensation, to interpret when the employee is already on duty.

#### 14.5 Temporary Assignments

Employees who are temporarily assigned to a rank or position with a higher rate of pay shall not receive the higher rate of pay unless they are so assigned for a period of thirty (30) consecutive days. Employees who are so assigned for a period of thirty (30) days or more shall receive the higher rate of pay for all time served in the rank or position from the first day of temporary assignment.

Except in cases of immediate need, each temporary assignment shall be posted for a minimum of one (1) week before such vacancy is to be filled. In cases of such immediate need, the Chief of Police or his designee shall notify the President of the Union in writing of his reasons for declaring an immediate need, unless directed not to do so by another Governmental Police Agency. When such temporary assignment is to continue for a period of longer than twenty-one (21) days, in cases of immediate need, the position shall

nevertheless be posted as otherwise provided herein or soon as practical. The Department shall post the name of the person to fill such vacancy as soon as it has selected the person.

No person shall be assigned to such position for a period longer than six (6) months, unless that individual's continued participation is reasonably deemed essential by the Chief of Police. The City shall not make such temporary assignments to avoid or circumvent making promotions. The Chief of Police or his designee shall notify the President of the Union of his reasons for declaring such individual's continued temporary assignment to be deemed essential in writing, unless directed not to do so by another Governmental Police Agency.

#### 14.6 Non-Bargaining Unit Work

Full-duty employees shall not perform work duties regularly assigned to non-unit employees (e.g. Communications and Records Bureau, carpentry, plumbing, painting and other craft work, etc.) except as call-backs.

#### 14.7 Sergeant's Out of Rank Pay

When a sergeant is temporarily assigned to a rank or position with a higher rate of pay, he shall be paid five (5) percent above his base salary retroactive to the first hour worked when such assignment exceeds four (4) hours; however, such sergeant shall continue to be eligible for overtime and other benefits as provided to sergeants under the Agreement. All such assignments are the prerogative of the Chief of Police.

### **ARTICLE 15 MISCELLANEOUS**

#### 15.1 Negotiations

This Agreement constitutes the entire Agreement between the parties and no verbal statement shall supersede or modify any of its provisions. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement. The City shall provide a printed copy of this Agreement to each member of the unit within thirty (30) days of its ratification by the parties.

#### 15.2 Non-Discrimination

The parties agree that their respective policies and the application of interpretation of this Agreement shall not violate the rights or discriminate against any employee because of race, creed, color, religion, national origin, sex, age, affiliation or non-affiliation with the Union or political affiliation. However, the parties agree that any alleged breaches of this provision shall be processed according to the appropriate Federal and State procedure rather than through Article 8, "Contract Grievance Procedure", of this Agreement. All references in this Agreement to the male employee shall be equally applicable to female employees and all references to the singular shall be equally applicable to the plural.

#### 15.3 Conflicting Ordinances and Resolutions

The City agrees that in the event there is a conflict between the terms of this Agreement and any ordinance, resolution, Rule and Regulation of the Board of Fire and Police Commissioners, Order, Rule and Regulation of the Police Department, or the Personnel Rules and Regulations of the City, the terms of this Agreement shall prevail. The foregoing shall not limit the right of the Chief of Police to issue reasonable rules, regulations and general orders. To the extent that a subject is not otherwise covered by the terms of this Agreement, the current Personnel Rules and Regulations of the City shall apply to bargaining unit employees.

#### 15.4 Grandfather Clause

No employee shall, due to the execution of this Agreement, suffer a reduction in wages, benefits or seniority as set forth in this Agreement.

#### 15.5 Parking

The City shall provide at no cost to the employee one (1) parking space within three (3) blocks of the Public Safety Building. When an employee is on duty away from the Public

Safety Building without a City-owned car, the City shall provide at no cost to the employee one (1) parking space within three (3) blocks of that tour of duty.

#### 15.6 Employee Assistance Program (EAP)

The City and the Union agree to aid in the maintenance of a mutually satisfactory Employee Assistance Program (EAP) for the benefit of bargaining unit members, and other City employees. The costs of any such program shall be borne by the City. The City agrees to maintain a committee to implement such a program, with representation on the committee consisting of members of this Union, members of AFSCME Local 1058, members of IAFF Local 413, and non-represented City employees, in addition to City representatives. Voting memberships on this committee shall be divided equally between City representatives and City employees.

The City and the Union agree that no information derived from such a program shall be used to demote or economically harm an employee.

The City shall train its management staff, and otherwise inform members of the Department in the proper use of the Critical Incident Team and shall encourage utilization of the team in appropriate circumstances. The Chief of Police and President of the Union, or their designees, shall consult on a regular basis as to the successful use of the team by the Department.

#### 15.7 Residency

Employees may live anywhere in Winnebago County or anywhere within an area fifteen (15) miles from the Public Safety Building.

Upon original appointment an appointee may reside outside said limits but shall be required, as a condition of employment, to comply with said residency requirement within six (6) months after termination of the appointee's probationary period.

#### 15.8 Off Duty Employment

- A. All employees who work police or security off-duty jobs must submit an Officer's Report containing the following information (for jobs where multiple employees work, only one Officers Report is required):
1. a detailed description of all job duties including the days and hours of employment.
  2. indicate whether the uniform or plain clothes is worn on the job.
  3. name, address, and phone number of the person or business hiring the employee(s).
  4. a list of employees that normally work the job.
  5. each officer working off-duty in a police or security role shall furnish the Department upon request a daily activity sheet of all activities while engaged in police or security related off-duty employment.
- B. In addition to the Officer's Report, the off-duty employer must provide the following:
1. a letter to the Chief of Police verifying that the officer is an employee. Subcontracting is not permitted unless the subcontractor meets these requirements.
  2. obtain and at all times the employee is so employed by Employer, maintain an insurance policy issued by a company licensed to do business in the State of Illinois providing coverage to the employer and all employees including the employee providing commercial general liability coverage with combined single limits of \$1,000,000.00. The City of Rockford shall be listed as co-insured on this policy.
  3. furnish proof of such insurance coverage by filing with the Police Department a certificate of insurance listing the City of Rockford as certificate holder and providing insurance coverage, and by filing with the Police Department a copy of the Employer's commercial general liability policy.
  4. execute and file with the Police Department an Indemnification and Hold Harmless Agreement. Agreement forms will be furnished by the administration.
- C. The Department will review all requests and respond in writing whether they have been approved or denied based on the above listed requirements. Employees will be permitted to work only those jobs that have been approved through this evaluation process. Requests to work for an establishment that sells or provides liquor to patrons will generally be denied except for functions sponsored by charitable organizations which will be considered on a case by case basis.

- D. Employees currently working for off-duty employers will have until February 1, 2001 to comply with this article. The information may be required on an annual basis. This article does not apply to employees working Department hire backs.

15.9 Discipline **(Effective until March 15, 2009)**

In addition to the rights guaranteed by the laws of the State of Illinois and the United States of America and the Rules and Regulations of the Rockford Fire and Police Commission, the parties agree that bargaining unit employees shall have the following rights in discipline cases.

- A. Discipline in the Rockford Police Department shall be for just cause and shall be progressive and corrective, designed to improve, not merely punish behavior. Employees may be disciplined by an oral reprimand, corrective action/recognition notice, a written reprimand, a suspension from duty, and/or termination. The disciplinary action slips known as "corrective action/recognition notices" or "green slips" in an employee's file shall accumulate each year until completion of an employee's annual evaluation pursuant to Article 15.11. Upon completion of the evaluation, accumulated slips shall be destroyed and a new accumulation (if any) begun. Written reprimands may be used for disciplinary purposes for a period of time not to exceed two (2) years, except for vehicle violations, which may be used for a period not to exceed three (3) years.
- B. 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. The Union shall ensure that representatives are available at any time for this purpose.

If an employee requests a Union representative at such a meeting, and a representative does not arrive within thirty (30) minutes, the meeting may proceed without a representative. The role of a Union representative at such a meeting shall be limited to advising the employee of his rights and shall not include the representative being an advocate for the employee.

In the event an employee is to be relieved of duty pending the outcome of an internal investigation which may result in discipline, then that employee shall first be given an opportunity to consult with a Union representative prior to being relieved of duty. Such consultation must occur within thirty (30) minutes of being informed of the right to Union representation. If, however, after being informed of Union representation the employee declines Union representation, the employee will execute the "Waiver of Union Representation Agreement." The Union President or his designee shall be provided a copy of the Agreement no later than five business days after the employee is relieved of duty if the employee elects this option.

When an employee is removed from their regular assignment and is instead assigned to their place of residence they must remain at their residence from 8:00 a.m. to 5:00 p.m. Monday through Friday, not including City observed holidays, and will be available to the Department if needed. Said employee shall be allowed to leave their residence for a 1 hour unpaid lunch to be taken during the normal lunch hours of 11:00 a.m. to 1:00p.m. An employee

so assigned must contact the Chief of Police, or his designee, for any time off such as vacation, Time Coming (TC), personal leave days or funeral leave.

If the internal investigation ultimately results in disciplinary action against the employee, the president of the Union, or his designee, shall be provided (by the Chief of Police, or his designee) a copy of the notice to the employee advising him of disciplinary action being taken against him. Such notice shall be furnished simultaneously with its service upon the employee.

- C. Within five (5) business days of the receipt by Internal Affairs of a complaint against an employee, the employee shall receive notification in writing of the allegations made against the employee including the name of the complainant (which may be a member of the Department) and a copy of the complaint, unless exceptional circumstances exist. Investigation of the complaint shall be completed by Internal Affairs within a reasonable time, but no later than sixty-five (65) days after receipt of the complaint by Internal Affairs, unless exceptional circumstances exist.

Disciplinary action based upon the complaint shall be commenced no later than twenty-one (21) days after the completion of the investigation by Internal Affairs and the employee notified in writing. In the event no disciplinary action is to be commenced, the employee shall be so notified in writing within such twenty-one (21) days. The notification deadlines specified above and deadline for commencement of disciplinary action shall not apply if such action would interfere with a pending criminal investigation. A list of known witnesses shall be provided to the employee no later than the start of any probable cause hearing before the Board of Fire and Police Commissioners. The President of the Union, or his designee, shall receive written notification the Internal Affairs investigation has been concluded within three (3) business days of such conclusion, if authorized by the employee.

- D. The provisions of the Uniform Peace Officers Disciplinary Act, 50 ILCS 725/1 *et seq.* shall apply to all disciplinary investigations of employee conduct except to the extent to which the provisions of this Agreement provide specifically to the contrary.
- E. If an employee is compelled to provide a written Officer's Report he shall have until 5:00 p.m. of the seventh business day after being actually served the request to submit his Officer's Report on the day it is due.
- F. It is acknowledged the Chief of police has lawful authority to suspend employees for a period not to exceed five (5) calendar days, with cause. It is also acknowledged the Board of Police and Fire Commissioners has lawful authority to suspend employees for a period not to exceed thirty (30) days, with cause. Such days of suspension shall be eight (8) hour days.
- G. Any unfounded, unsubstantiated, or not sustained citizen or internal complaint filed against an employee shall not be used for purposes adverse to the employee after two (2) years of the original filing of the complaint.
- H. Any time an employee is interviewed or interrogated by the Internal Affairs Officer, as part of an informal inquiry, the employee may request a Union representative and shall be given thirty (30) minutes to obtain such

representation. Nothing in this section (H) shall constitute a waiver of any rights enumerated in this agreement.

#### 15.9 Discipline (Effective March 15, 2009)

##### A. In General

The parties agree that all newly hired employees must serve a probationary period during which time they are employees-at-will and may be disciplined or discharged subject only to the procedures of the Rockford Police Department (hereinafter referred to as "RPD") and/or the Board of Fire and Police Commissioners of the City of Rockford, Illinois (hereinafter referred to as "Board").

In addition to the rights guaranteed by the laws of the State of Illinois and the United States of America and the Rules and Regulations of the Board, the parties agree that post-probationary bargaining unit employees shall have the following rights in discipline cases:

Discipline in the RPD for non-probationary employees shall be only for just cause. The parties recognize the principles of progressive and corrective discipline. The parties further recognize that, in some instances, an incident may justify more severe disciplinary action than a reprimand, including suspension or termination, depending on the seriousness of the incident. Employees may be disciplined by an oral reprimand, corrective action/recognition notice, a written reprimand, a suspension from duty, and/or termination. The disciplinary action slips known as "corrective action/recognition notices" or "green slips" in an employee's file shall accumulate each year until completion of an employee's annual evaluation pursuant to Article 15.11. Upon completion of the evaluation, accumulated slips shall be destroyed and a new accumulation (if any) begun. Written reprimands may be used for disciplinary purposes for a period of time not to exceed one (1) year except for vehicle violations, which may be used for a period not to exceed three (3) years.

##### B. Employee investigations

All complaints against a non-probationary employee shall be processed in accordance with the procedures set forth in Appendix C. Within five (5) business days of the receipt by the Office of Professional Standards (hereinafter "OPS") of either a complaint against an employee supported by a sworn affidavit, the issuance by OPS of a written complaint against the employee or the initiation of an OPS investigation, whichever occurs first, the employee shall receive notification in writing of the allegations made against the employee including the name of the complainant (which may be a member of the RPD) and a copy of the complaint, unless exceptional circumstances exist. Investigation of the complaint shall be completed by OPS within a reasonable time, but no later than sixty-five (65) days after receipt of the complaint supported by a sworn affidavit, the issuance by OPS of a written complaint against the employee or the initiation of an OPS investigation, whichever occurs first, unless exceptional circumstances exist.

If an employee is compelled to provide a written Officer's Report to OPS he shall have until 5:00 p.m. of the seventh (7<sup>th</sup>) business day after being actually served the request to submit his Officer's Report on the day it is due.

The provisions of the **Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1 et seq.**, shall apply to all disciplinary investigations of employee conduct except to the extent to which the provisions of this Agreement provide specifically to the contrary. An "informal inquiry" is defined as a meeting between an officer and his supervisor or command personnel regarding

an allegation of misconduct that has come to the attention of such supervisor or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced. "Informal inquiries" shall not be conducted by OPS.

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. The Union shall ensure that representatives are available at any time for this purpose. If an employee requests a Union representative at such a meeting, and a representative does not arrive within thirty (30) minutes, the meeting may proceed without a representative. The role of a Union representative at such a meeting shall be limited to advising the employee of his rights and shall not include the representative being an advocate for the employee.

A "formal investigation" is defined as an investigation conducted by OPS or an outside agency at the direction of the RPD Chief of Police ((hereinafter referred to as "Chief") or his designee, during which an officer is questioned regarding alleged misconduct which may be the basis for disciplinary action including removal, discharge or suspension.

"Interrogation" means the questioning of an officer pursuant to the formal investigation procedures of OPS in connection with an alleged violation of RPD's rules and regulations which may be the basis for filing charges seeking his or her suspension, removal or discharge. "Interrogation" does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of RPD rules and regulations which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of 3 days. Employees interviewed pursuant to an "interrogation" shall have the right to have any attorney, and/or a union representative with him or her during any "interrogation".

In the course of any "interrogation" no officer shall be required to submit to a polygraph test, or any other test questioning by means of a chemical substance, except with the officer's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record.

Employees shall not be required to disclose any item of his or her property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household), unless such information is reasonably necessary to monitor the performance of the officer's job, violations of reasonable Employer rules, statutes, ordinances or this Agreement. The parties agree that the disclosure of such personal information shall not be made available for public inspection and copying because such would be an unwarranted invasion of personal privacy of the officer, and/or is intended to otherwise be exempt from any state or local freedom of information statute, ordinance or executive order, unless ordered by a court of competent jurisdiction to disclose said personal information.

Disciplinary action based upon the disciplinary complaint against an employee shall be commenced no later than twenty-one (21) days after the completion of the investigation by OPS. The notification deadlines specified above and deadline for commencement of disciplinary action shall not apply if such action would interfere with a pending criminal investigation. The President of the Union, or his designee, shall receive written notification the OPS investigation has been concluded within three (3) business days of such conclusion, if authorized by the employee. Any unfounded, unsubstantiated, or not sustained citizen or internal complaint filed against an employee shall not be used for purposes adverse to the employee after two (2) years of the original filing of the complaint. If the internal investigation ultimately results in disciplinary action against the employee, the President of the Union, or



his designee, shall be provided (by the Chief, or his designee) a copy of the notice to the employee advising him of disciplinary action being taken against him. Such notice shall be furnished simultaneously with its service upon the employee.

**C. Administrative Leave**

The RPD and Union recognize that the RPD and the Board has the right to place an employee on forced administrative leave (or residential reassignment) subject to the Board's statutory powers and the following conditions:

In the event an employee is to be relieved of duty pending the outcome of an internal investigation which may result in discipline, then that employee shall first be given an opportunity to consult with a Union representative prior to being relieved of duty. Such consultation must occur within thirty (30) minutes of being informed of the right to Union representation. If, however, after being informed of Union representation the employee declines Union representation, the employee will execute the "Waiver of Union Representation Agreement." The President of the Union or his designee shall be provided a copy of the Waiver of Union Representation Agreement no later than five (5) business days after the employee is relieved of duty if the employee elects this option.

Upon being assigned to administrative leave, the employee shall surrender to RPD any RPD issued firearm(s) in the employee's possession. In the event the employee is in possession of a non-RPD issued firearm at the time he or she is placed on such leave, the RPD shall without undue delay, arrange to have a Union representative take custody of said firearm and legally transport it to the employee's residence.

When an employee is removed from their regular assignment and is instead assigned to their place of residence, they must remain at their residence from 8:00 a.m. to 5:00 p.m. Monday through Friday, not including City observed holidays, and shall be available to the RPD if needed by the RPD. Said employee shall be allowed to leave their residence for a 1 hour unpaid lunch to be taken during the normal lunch hours of 11:00 a.m. to 1:00 p.m.

An employee assigned to administrative leave must contact the Chief or his/her designee, for any time off such as vacation, Time Coming (TC), personal leave days or funeral leave. Said administrative leave shall be with or without full pay and benefits. If written disciplinary charges against the employee on administrative leave are pending with the Board, the Board pursuant to its' statutory powers may suspend the employee pending a disciplinary hearing before the Board with or without pay, but not to exceed thirty (30) days. If the Board determines the charges against an employee are not sustained, the employee shall be reimbursed for all wages withheld, if any.

**D. Chief's Authority, Board's Authority and Effective Date of Discipline**

It is acknowledged the Chief has lawful authority to suspend employees with or without pay for a period not to exceed thirty (30) calendar days with just cause. The Chief shall have the authority to suspend employees without pay in excess of thirty (30) days only if the Union and the affected employee agree to such suspension. The Chief shall also have the authority to discharge employees for just cause. Said suspensions or discharge may be referred by the Union to arbitration or by the employee to the Board, but not both pursuant to the Choice of Appeal process described below in Section 15.9 E. 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 discharge when the Union chooses to use the arbitration process. The Chief has the right and discretion to impose discipline immediately for suspensions without pay of fifteen (15) days or less and/or discharges. Suspensions in excess of fifteen (15) days without pay shall not be served unless or until an arbitrator rules on the merits of a grievance or the Board rules on the disciplinary charge(s)

filed by the Chief with the Board. It is also acknowledged the Board has lawful authority to suspend employees without pay for a period not to exceed thirty (30) days, or discharge employees, for just cause. Such days of suspension by the Chief or the Board shall be eight (8) hour days.

**E. Choice of Appeal – Arbitration or Board Hearing**

This Agreement does not create or convey to any member of the bargaining unit a right to determine whether any grievance shall be advanced to arbitration. The right to elevate any grievance and determine whether that grievance is withdrawn, settled or advanced to any form of arbitration remains solely the right of the Union. At the post-probationary employee's option, any suspension or discharge against the employee may be appealed either through the Board or subject to approval by the Union, through the grievance and arbitration procedures of Article 8 of this Agreement, but not both. Once an employee has exercised his/her option he/she waives any right to review under the alternative option.

Oral reprimands, corrective action/recognition notices, and written reprimands are not subject to appeal. However, an employee who wishes to rebut a written reprimand may do so by

filing a written response with the employee's immediate supervisor and such written response will be kept in the employee's file the same duration as the written reprimand.

In cases involving suspensions and terminations, a post-probationary employee must execute an Election, Waiver and Release form ("Election Form") agreed to by the parties to this Agreement (attached as Appendix D). Such Election Form shall be given to the employee at the time the suspension or termination is communicated to the employee by the Chief or the Chief's designee. Simultaneously with giving the Election Form to the employee, RPD shall provide the Union with a copy of the complete OPS investigative report of the employee. The employee shall have ten (10) business days (Monday through Friday, excluding weekends and holidays) upon receipt of the Election Form to tender the executed Election Form to the Chief or the Chief's designee. If the employee with required approval from the Union selects arbitration as the method of contesting the discipline, the Election Form shall constitute a grievance. In the absence of a timely filed Election Form, such failure shall be deemed a waiver of the right to contest or appeal the Chief's discipline imposed on the employee. In the event the Union decides not to file a grievance regarding the discipline of the employee, the employee's sole recourse will be through the Board. If a post-probationary employee elects to have his/her discipline reviewed by the Board, the Chief must file the appropriate disciplinary charges before the Board.

The Department or the Department's representative(s) shall notify the Union and the Union or the Union's representative(s) shall notify the Department of any witnesses, books, papers, documents, charts, logs, memoranda, photographs, or tangible objects which the Department or Union or the Department's or Union's representative(s) intends to use in any disciplinary hearing upon appropriate request by the employee, or the employee's representative, the Department, or the Department's representative.

**F. EXPEDITED ARBITRATION**

In those cases where arbitration is selected in cases of suspensions of thirty (30) days or less, arbitration shall be expedited directly to the last grievance procedure, set forth in this Agreement, including the following:

1. All just cause discipline cases brought under Article 8 of the Collective Bargaining Agreement which challenge disciplinary action involving a thirty (30) day suspension or less,

or any other grievance arising under this agreement, will be heard under this expedited procedure unless designated by either party for a hearing under the full arbitration hearing procedure.

2. Cases subject to the expedited procedure will be heard in as close to chronological order as possible, according to the date filed. Exceptions will be made only in order to facilitate the use of non-employee witnesses.
3. Cases currently scheduled for arbitration may be subject to this expedited procedure, subject to agreement of the parties.
4. Five Arbitrators constituting an "expedited" panel will be selected by the parties. The "expedited" panel will be reviewed every six months, at which time substitutions may be made by mutual agreement. The Federal Mediation and Conciliation Service will be jointly requested to send a list of five (5) Arbitrators from the Midwest region with arbitration experience. Each party will strike two (2) names from the list received from FMCS. In addition to the Arbitrator selected from the FMCS list each party shall appoint two Arbitrators to the panel.

The names of the five (5) Mediator-Arbitrators selected will be placed in a hat and drawn out to establish the selection rotation of the initial panel. Any vacancies that may occur on the panel later will be filled through the FMCS request and strike-off procedure outlined above.

In the event that the Arbitrator selected to handle the hearing is unable to schedule the hearing date within 30 days, the next Arbitrator on the panel rotation will be selected, and so forth, until an Arbitrator is chosen who can meet the hearing time deadline. If no Arbitrator on the panel can comply with the 30 day hearing requirement, the Mediator-Arbitrator with the earliest hearing date available shall be selected.

5. In scheduling hearings, the Arbitrator on the panel will be required to schedule a block of two or three consecutive hearing days. The parties rotate the scheduling equitably among all Arbitrators on the expedited panel, subject to their availability.
6. Arbitrators will receive all grievance documents and relevant documents from the Office of Professional Standards file at least one week prior to the hearing, at the discretion of the Arbitrator.
7. Arbitrators will be permitted to issue subpoenas in accordance with applicable law. Subpoenas shall not be used for purposes of delay.
8. Hearings will be scheduled at City Hall.
9. Each party will represent itself at the hearing, and may designate its own representative.
10. The hearings shall be informal. The Arbitrator shall assist the parties in ensuring that there is a complete record.
11. The Arbitrator may require witnesses to testify under oath.
12. The City and the Union shall equally split the cost of the Arbitrator's fees and expenses. In the event a court reporter is used, the parties shall equally share in the cost of

the reporter and the arbitrator's copy of the transcript. The parties shall be responsible for their own costs of a transcript of the hearing.

13. The rules of evidence normally followed in arbitration proceedings shall apply. The Arbitrator shall be the sole judge of the relevance and materiality of the evidence offered. The arbitrator shall have no right to amend, modify, disregard, nullify, ignore, add to or subtract from the provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue or issues presented to the Arbitrator and shall have no authority to make a decision on any other issues not so submitted. The decision shall be based upon the Arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented.

14. The parties will not file post-hearing briefs unless both parties agree to the contrary. The parties may argue orally on the record and may present relevant authorities to the Arbitrator at the hearing, except that any decisions rendered in the expedited proceedings under these rules may not be cited to the Arbitrator.

15. The Arbitrator will issue a written decision no later than thirty (30) days after the close of the record. His/her decision shall be based upon the record developed by the parties before and at the hearing, and shall include reference to the evidence considered and the role that evidence played in reaching his/her decision.

#### **G. Handling of Disciplinary Actions**

The Department will discipline an employee in a private manner so as to avoid embarrassing the employee. Results of disciplinary action shall not be published via Departmental e-mail, or otherwise released to any other person other than RPD Command Staff and RPD supervisors, the employee, union officials and the Board. Provided that the Employer may maintain a department, disciplinary history log which may contain the following information – rule infraction, brief factual synopsis and final disciplinary action. Log entries shall be given to the Union five (5) days prior to being put on the log. The disciplinary history log shall not contain any personal information or other identifying information that would conflict with the first sentence of this paragraph.

#### **H. 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 City will promptly send a copy of such subpoena to the affected employee. The City further agrees to provide the affected employee with a copy of said subpoena upon initial notification.

#### **15.10 Daylight Savings Time**

Employees scheduled to work on any shift which would include the hour which clocks are either turned forward or backward to adjust for Daylight Savings Time will have their starting times adjusted so that they are only scheduled to work their normal eight (8) or ten (10) hour shift.

#### **15.11 Yearly Evaluations**

A round table discussion of supervisors shall be conducted prior to completion of an employee's yearly evaluation. For patrol, three (3) sergeants and the shift commander shall conduct the discussion and the sergeant actually writing the employee's yearly evaluation shall be from the same day off group as the employee being evaluated or, if a sergeant is not assigned to the same day off group, from a day off group which works with the employee being evaluated no less than three (3) work days per week. The other two (2) sergeants shall be from day off groups which work with the employee being evaluated no less than two (2) days per week.

In areas where there are less than three (3) supervisors for an employee, all supervisors shall participate. In all cases, all supervisors who participated in the employee's evaluation shall sign the evaluation. Roundtable discussions may be scheduled by the Chief of Police or his designee.

#### 15.12 Critical/Major Incident Employee Rights Procedures

A. **Definition:** For purposes of this Article, Critical/Major Incident shall be defined as any time an employee shoots a person, or intentionally discharges his weapon at a person, or any other incident that results in life threatening injuries or death.

B. **Union Representation:** In the event an employee is involved in a critical/major incident the Union shall be immediately notified of the incident by the employer. The Union shall provide a list to be kept in the Shift Commander's office of who is on-call for such notification at all times. An employee shall not be eligible to act as the Union representative if he is a material witness to the incident, a supervisor who is working at the time of the incident, or an employee assigned to investigate or gather evidence regarding the incident. The obligation of the City has been met when a listed eligible Union representative is actually contacted. When the Union representative arrives at the scene of the incident, he may consult with the involved employee(s) concerning the employee's rights and responsibilities under this Agreement.

The Union representative's conduct shall not interfere with the ongoing criminal or internal investigation into the incident. The Union representative shall be afforded release time hereunder if he is otherwise on-duty; if off-duty no compensation shall be required. The shift commander shall approve the response of an on-duty Union representative if operationally practical; such approval shall not be unreasonably withheld.

C. **On Scene Preliminary Information:** When medically practical, employees involved in a critical/major incident shall be compelled by verbal order, the Rules and Regulations of the Rockford Police Department, and by Department General Order #1967-04 to provide preliminary information to the first supervisor that arrives at the scene. The involved employee may also be ordered, in the presence of a Union representative witness, to conduct a walk-through of the incident with no more than four departmental personnel and the Union representative. The involved employee shall be removed from the scene immediately following the walk-through. If an employee is unable to provide information for medical reasons they shall provide this preliminary information as soon as is medically practical.

D. **Post-Incident Report:** Employees that are involved in critical/major incidents shall prepare and submit a complete Supplemental Report within 24 hours of being removed from the scene. More time to complete the report may be granted by the

Chief of Police, or his designee, on a case by case basis (i.e. if the employee was injured, etc.).

- E. **Post-Incident Interview/Interrogation:** In the event an employee is subject to interview or interrogation as a result of being involved in a critical/major incident, the employee shall have the right to have an attorney and a Union representative present during such interview or interrogation.
  
- F. **Rights Notification:** The "rights" notification card shown below explaining application of the **Garrity Rule** in situations arising under paragraph A, above, will be provided by the Union to each employee. Whether or not the **Garrity Rule** is asserted during an ensuing criminal trial and issues related to the use of compelled statements during such a trial are issues which are exempt from application of Article 8 (Grievance Procedure) as non-arbitrable subjects.

### ***"Your Rights Against Self-Incrimination"***

"When you are involved in an incident and you prepare any written report to the Department (e.g., Officer's Report, Incident Report, Supplement Report, Accident Report, Witness Statement, or Insurance Form) or give any oral statement to another employee, arising from the incident, **YOU HAVE BEEN COMPELLED TO DO SO** by Department mandate. Such compelled statements are subject to the **Garrity Rule** which precludes their use as evidence in criminal proceedings in which you are charged with a crime arising from the incident.

If you are given your **Miranda rights**, any statements you make thereafter are voluntary and not compelled; they would not be subject to the **Garrity Rule** of preclusion and could be used against you in court."

#### 15.13 Promotions to Sergeant

Promotions shall be made according to the rules of the Board of Fire and Police Commissioners (B.F.P.C.) except as provided herein. The Department shall notify the President of the Union of any proposed changes of which it is aware in the rules of the B.F.P.C. not less than thirty (30) days prior to the adoption of said change by the Commission. The Department shall also be required to notify the President of the Union of any upcoming promotional examinations and a list of recommended study materials not less than sixty (60) days prior to the examination.

Upon the request of the President of the Union, the city of Rockford shall consult with the President of the Union, or his designee, on the scope, nature and subjects of the promotional examinations for Sergeant and Lieutenant.

An employee must have completed a minimum of five (5) years with the Department as a full time sworn police officer in order to be eligible to take the Sergeant's Exam.

All grades are based on a maximum of one hundred (100) points. The various components of the Sergeant's promotional exam will be as follows and will be weighted as follows:

	<u>% Attributed to Final Overall Weighted Grade</u>
Written examination shall be a maximum of 46.25 points	46.25%
Oral exam shall be a maximum of 46.25 points	46.25%

Seniority shall be a maximum of 7.5 points \*

7.50%

\* Employees shall receive one-half point for each year of service with the Department starting with the 10th year to a maximum of 25 years for a maximum of 7.5 points.

Psychological and yearly examinations shall be advisory only.

Following the Written and Oral exams, seniority points shall be added to the scores of the candidates and the tentative promotional list shall be posted with each portion itemized, for all candidates attaining a cumulative score of 70% or greater. Applicants not eligible for promotion shall receive their scores via mail, to be postmarked within seven (7) days of the determination of the tentative list. Employees eligible for military points may apply said points to their overall score, if they desire, pursuant to state law.

The City and Union shall each be permitted to have a neutral observer present during the interviews of all the candidates. The sole role of the observers shall be to report the deviance from any laws, rules or regulations in the conduct of the promotional process to the party assigning the observer. The observers shall not be entitled to disrupt the proceedings.

The Chief of Police, or his designee, may be present at the oral interviews, and may respond to any questions posed by the Board. The Chief, or his designee, may also be present during any portion of the deliberations at the invitation of the Board. Should the Board invite the

Chief, or his designee, to any portion of their deliberations, the observers shall be entitled to be present.

#### 15.14 Drug Free Workplace

I. POLICY: It is the policy and commitment of the City and the Union to provide a workplace which is free from the use of illegal drugs in order to protect the employees as well as the health and safety of the public. The City and the Union encourage employees to voluntarily utilize the City's employee assistance program. Employees who voluntarily seek such assistance, prior to any order to submit to testing herein, shall not be subject to discipline for seeking such assistance, but shall still be subject to the testing and discipline provided in this article.

#### II. ILLEGAL DRUGS PROHIBITED

1. Any employee who consumes, possesses, distributes, or tests positive for illegal drugs may be recommended for termination by the Chief to the Fire and Police Commission on a confirmatory test.
2. Any employee who fails to notify the City within five (5) days after they are charged with a criminal drug offense regardless of when or where that act take place will be recommended for termination by the Chief to the Fire and Police Commission.
3. Any employee convicted of a criminal drug offense regardless of when or where that act takes place, will be recommended for termination by the Chief to the Fire and Police Commission.

#### II. PROCEDURE

A. The Chief or his designee may order any employee to submit to an immediate test of his blood, and/or urine at any time he has reasonable suspicion to believe the employee to be under the influence of illegal drugs. The basis for the reasonable suspicion shall be documented and, upon request, given to the employee in writing within a reasonable period of time. If the results of the drug tests are negative the Union shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

In addition, the Chief shall have the right to order random tests for the presence of illegal drugs of all employees. In addition to "employees" as defined in this Agreement, the random test pool shall include all other sworn officers in the Rockford Police Department.

A test for the presence of illegal drugs shall also be a part of any medical examination ordered by the City in connection with promotions, recall, or the return to duty after leaves. All test ordered by the City shall be at the expense of the City.

The refusal by any employee to submit to and complete any testing provided for under this

Article, or the employee providing a positive test, adulterated test, substituted test, or invalid test, shall result in that employee being recommended for termination by the Chief of the Fire and Police Commission.

Employees who submit to such test shall not be deemed to have waived or otherwise impaired their rights to contest any aspect of the testing as may be provided by law or this Agreement. For reasonable suspicion testing, employees shall have the right to Union

representation during the testing procedure, except during actual collection of the sample. The testing procedure for reasonable suspicion testing shall not be delayed beyond ninety (90) minutes due to unavailability of a Union representative.

B. The City agrees that its testing procedure for the presence of illegal drugs shall conform to the following:

- (1) Use only a SAMHSA (Substance Abuse and Mental Health Services Administration) certified or licensed laboratory to test body fluids or materials for illegal drugs whose collection, handling, testing and preservation of sample and reporting are in accordance with SAMHSA standards;
- (2) Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of and identity of each sample and test result;
- (3) Collect a sufficient sample of the same body fluid or material to permit for an initial screening, a confirmatory test, and sufficient amount to be set aside and reserved for later testing if requested by the employee. In the case of urine testing, it shall be a split sample;
- (4) Collect all samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Proper testing may be conducted to prevent the submission of a false or adulterated sample;
- (5) Confirm any sample that tests positive in the initial screening for illegal drugs by use of gas chromatography, with mass spectrometry or an equivalent scientifically accurate and accepted method that provides quantitative data about the drug metabolites



- (6) Provide the employee tested with an opportunity to have an additional portion of the same blood or urine sample tested by a licensed testing facility of his own choosing, at his own expense;
- (7) Require that the clinical laboratory report to the City through its Medical Review Officer positive results only in the case where both the initial and confirmatory test results are positive as to the same sample;
- (8) Provide each officer with a report of the confirmed positive results of each drug test that includes the types of test conducted, the results of each test, the detection level use by the laboratory and any other information provided to the City by the laboratory;
- (9) Insure that all positive samples are maintained for a period of not less than 120 days to permit additional testing at the election of and the expense of the employee;
- (10) Insure that no officer is subject to any discipline during any testing procedure pending the results thereof;
- (11) The body fluid sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the City shall be held until the confirmation test results are obtained;
- (12) A body fluid specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test;
- (13) Personnel utilized for testing will be certified as qualified to collect samples or adequately trained in collection procedures;
- (14) Concentration of an illegal drug at or above the levels established by SAMHSA shall be considered a positive test result when using the initial immunoassay drug screening test and confirmatory test.
- (15) For random drug tests, the following additional conditions shall apply:
  - (a) The City will contract with an independent third party to provide random selection services through use of a computerized random number generator program based on unique 3-digit identification numbers developed by the City for random testing process. The City shall specify the percentage of commissioned positions (which shall be at least 25%) that are to be tested annually, and the number of dates on which the body substance specimens are to be collected. The random number generator will then select the dates, the individuals to be tested on each date, and the shift and/or units on which the collections shall begin.
  - (b) To maintain the security of the selection system, the contractor shall deal exclusively with the Chief of Police or his designee, for purposes of notifying the City of testing dates and individuals selected, verifying and updating the pool and supplemental selection of individuals, if necessary.
  - (c) When the department contact person is notified of a testing date by the selection contractor, he shall contact the President of the Union, or such other

individual as has been previously designated in writing by the President on the test date. In the absence of the President or designated alternate, the department shall attempt to notify the officers of the Union in descending order of their office. It shall be the obligation of the Union representative to promptly come to the office of the Chief to participate in the verification of the random drug test pool roster, and verification of the selection of officers to be tested.

- (d) Upon the arrival of the Union representative, the department contact person shall notify the selection contractor to fax the existing random drug test pool roster and the roster of randomly selected employees. The department contact person and the Union representative will then check the selection list against the updated roster to insure that all of the numbers selected are on the roster and scheduled to work that day. Any officer not scheduled to work on the day of testing will be removed from the list within one week after the testing date, the department shall deliver to the Union "signed off" copies of all documents described above.
- (e) The department contact person will then create a list of names from the identification numbers and will sort the list by unit and shift for notification of the officers to be tested. After the start of the shift on which the testing is to begin, the department contact person shall deliver the respective lists of names in sealed envelopes to the shift commanders of the officers to be tested. It shall be the responsibility of the shift commander to insure that all of the officers in his command to be tested report to the collection site as promptly as practical, but in any event before they secure from the shift.
- (f) Any officer selected who is on authorized time off which was applied for an approved prior to notice to the department of the date of the test shall be required to report to the collection site on his/her first day back from pre-approved leave. Any officer who requests leave of any type after the department has been notified of the testing date shall be required to report to the collection site on the shift he would otherwise have been required to report unless he is excused by the Chief for good cause shown. Any officer so excused shall be required to report to the collection site on his first day back to work.
- (g) When an officer is selected in the random process, he shall promptly report to the appropriate collection site upon the direction of his commanding officer or supervisor. The officer shall provide specimens of urine sufficient to allow for "split sample" collection and processing of the specimens.
- (h) The City will direct the laboratory to provide the Union, at the Union's mailing address, copies of the quarterly statistical summary which shows the number and types of test performed and the number of tests showing positive or negative, as well as copies of the proficiency reports of the laboratory at the same time they are sent to the City.

#### 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.

#### 15.16 Field Training Officer Committee

The City and the Union shall form a joint committee to study a new evaluation system/program for the training of newly hired officers working with a Field training Officer (FTO). Said committee will be formed and convened within thirty (30) days of the signing of a successor Collective Bargaining Agreement. The Committee shall only make "Non-Binding" recommendations to the Chief of Police or his designee.

#### 15.17 Tuition Reimbursements

Effective January 1, 2006 tuition reimbursements shall be \$1,500 per calendar year. Such tuition reimbursements shall be in accordance with Appendix E

## **ARTICLE 16 INVESTIGATORS AND SPECIAL UNITS**

#### 16.1 Assignment to Investigator Position

Assignment to the position of Investigator within the Rockford Police Department shall be made based upon ascertained merit and qualifications for the position. Employees currently holding such position shall not be required to submit to the assessment process of sub-paragraph (A) below in order to continue in such assignment, but may be removed therefrom according to the procedure set forth below in sub-paragraph (B).

##### **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 develop a written exam. The written exam shall be administered by a qualified third party selected by the City and Union. 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.

Evaluators must have supervised the employee being evaluated for more than ninety (90) days.

A minimum score of seventy (70) percent is required to pass the written exam, and the final list shall be published in department seniority order.

The Investigator testing process shall commence when there are less than three (3) candidates remaining on the most current Investigator list or within ninety (90) days of the expiration of said list, whichever occurs first. Assignment to Investigator shall not be made from the supplemental list until all candidates from the previous list have been assigned to Investigator or the list has expired. Should an opening occur prior to the expiration of the list, that opening shall be filled from the existing list.

Each list shall expire one (1) year after the first candidate is assigned off the list to Investigator. When the first candidate is assigned to Investigator, off an established list, it shall be noted on the list of candidates and the expiration date clearly indicated.

**B. Removal:**

No employee shall be removed from their assignment as an Investigator without just cause. In the event that the City determines that an employee assigned to an Investigator position is not satisfactorily meeting the performance evaluation criteria, jointly developed for his position, the City shall notify such employee in writing and give specific goals and objectives necessary to improve his performance.

The employee shall be afforded a reasonable opportunity, not less than sixty (60) days, in which to improve his work performance and make progress in meeting those goals and objectives, after which the City may elect to remove him from such assignment or to provide a reasonable additional period of time in which to further improve work performance.

Employees assigned to the Detective Division, which includes Burglary, Forgery, Gangs, General Case, Metro Narcotics, Violent Crimes, and Youth, may be moved from one unit to another, at management's discretion, but may not be moved to the Traffic or Identification Units without their consent or without just cause. Investigators may not be reassigned to the Patrol Division unless Article 16.1 Section "B" Paragraph (1) applies.

**C. Eligibility:**

Employees shall not be eligible for assignment to Investigator unless they have completed five (5) years of full-time service as a sworn police officer with the Department. Such employee must have his five (5) years of service as of the date of the written exam.

Employees must have a minimum average score of thirty-six (36) from their two (2) most recent yearly evaluations to be eligible to take the written exam for Investigator.

**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 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.

Employees may, at the discretion of the Chief of Police, be assigned as an Investigator for the following positions: one (1) Research and Development Investigator, one (1) Personal Services Investigator, and one (1) Training Officer. Such assignments shall be exempt from the foregoing assessment process and shall be assigned from employees who have completed five (5) years of full time service as a sworn police officer with the Department. Investigators so assigned to these positions must undergo the foregoing testing and assessment process prior to their assignment to any other Investigator position.

## 16.2 Investigator Hours

Employees assigned to the Detective and Youth Units shall work a rotating five (5) day, eight (8) hour per day – four (4) day, ten (10) hour per day work schedule as follows:

- A. Approximately one-half of the employees assigned to said units shall work five (5) consecutive eight (8) hour days (Monday through Friday) and the other one-half shall work four (4) consecutive ten (10) hour days (Monday through Thursday). The shifts will then rotate the following week to the opposite work schedule.
- B. Supervisors in said units shall work five (5) consecutive eight (8) hour days (Monday through Friday) all weeks. On a rotating basis, each week, one (1) supervisor's hours will be adjusted so his eight (8) hour shift ending time matches those investigators working the ten (10) hour day. The detective supervisors will be compensated in the amount of sixteen hundred dollars (\$1600) per year, payable in equal portions on each paycheck during the year. Said compensation shall be pension eligible. This section includes supervisors assigned to Detective, Youth, Identification and Traffic Units.
- C. The Chief of Police or his designee shall assign employees to one shift or the other.
- D. Employees assigned to the Gang or Narcotics units will be paid the 1600-0200 hours shift differential and their starting times may be adjusted as necessary. These employees will work eight (8) hour shifts Monday through Friday.
- E. Employees working the ten (10)-hour shift when it is a mandatory day off for a holiday shall have two (2) hours of TC deducted from their TC bank.
- 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.
  - 3. The investigators and sergeants assigned to the ISB shall bid for their calendar weeks for being assigned to the afternoon shift and the weeks they select shall be on their On-Call weekends. The investigators/sergeants may select a maximum of two (2) calendar weeks per selection period. The selection process shall be conducted in the same manner as the vacation selections by seniority in the ISB and not by department seniority. The selection process will be for the calendar periods as the changeover dates for the Patrol shifts.
  - 4. Employees scheduled to be assigned to the afternoon shift shall be permitted to trade or exchange work hours for their workday or entire workweek with another employee

assigned to the ISB who has the same job classification and is eligible for assignment to the afternoon shift. Such trades or exchange of work hours shall be allowed provided no overtime results for the department as a result of the trade or exchange of work hours. The employee shall provide prior written notice to the ISB commander or his designee on a form provided by the department.

5. Employees will not be permitted to request vacation for the week they are scheduled for the afternoon shift unless they are able to arrange for eligible employees to work each day or the entire week they request vacation for.
6. Employees assigned to the ISB may trade their assigned week to work the afternoon shift with another eligible employee and still retain their On-Call weekend.
7. Employees shall be compensated with the 2100-0700 hour shift differential for all hours worked. Therefore any employee that is scheduled to the afternoon shift but trades with another eligible employee, only the employee that actually works the afternoon shift shall receive the shift differential.
8. Employees may request compensatory time use by hour(s) or complete days. Such requests may be denied and such denial shall not be subject to the grievance procedure. Each request for compensatory time use shall be considered on case by case basis.

### 16.3 On-Call Assignments

Not more than five (5) Investigators and one (1) Sergeant assigned to the Investigative Services Bureau (ISB), excluding Sergeants assigned to the Identification or Domestic Violence Unit shall serve on a Primary On-Call group for weekend assignments. Employees assigned to the Gang, Identification and Metro Narcotics Units shall not be subject to On –

Call assignments. However, the Sergeant assigned to the Gang Unit shall be included for On-Call assignment. The Primary On-Call group shall be rotating groups of those Investigators coming off the five (5) day – eight (8) hour workweek as described in Article 16.2 (Investigator Hours). The Chief of Police or his designee shall determine the composition of each group.

Effective in July 2009, two Traffic Investigators, one of whom shall be a certified reconstructionist, shall be On-Call each weekend in addition to the personnel described above. Those investigators shall receive the same compensation as those assigned to the Investigative Services Bureau (ISB).

When an employee's Primary On-Call group is placed On-Call, he (and the On-Call supervisor) shall be On-Call from 1600 hours that Friday until 0800 hours the following Monday and shall be compensated \$150.

On-Call assignments on holiday weekends shall commence 1600 on Thursday for Friday observances and extend through 0800 Tuesdays on Monday observances, and that the compensation holiday weekends shall be \$200.

Primary On-Call groups shall answer and respond to all pages or callbacks and shall be fit to report to duty. Primary On-Call personnel must respond within twenty (20) minutes after being paged and must report to duty within one (1) hour after being called back.

Primary On-Call personnel may, at the employee's option, be assigned a vehicle to take home for duty related use while On-Call.

Effective by January 31, 2003, Investigators assigned to the Gang Unit shall be included in the rotation roster. However, such employees may volunteer to be On-Call if there are openings for any specific weekend with approval of the On-Call supervisor during the year 2002. Any Gang Unit Investigators serving an On-Call weekend shall be compensated as above.

Employees assigned to Identification, Gangs, and Metro Narcotics will not be subject to the Primary On-Call group and may be called back for special circumstances for situations normally assigned to their units. Where a situation occurs that the Chief of Police, or his designee, determine that a particular employee or employee of a particular unit's training or experience may provide special skills, the Chief of Police, or his designee, may call back that particular employee without regard to Primary On-Call assignments. However, this provision is not intended to circumvent Article 5.5 (Hire-backs for Special Events).

Primary On-Call Personnel shall be allowed to trade with other Investigators assigned to their same unit with advance notice to the appropriate supervisor.

#### 16.4 Pagers

Pagers issued to employees should be worn or monitored whenever practicable.

This includes on and off duty time, holidays and during use of compensatory time (TC), but does not include funeral leave or vacation time.

While employees are at their residence, the pager should be worn or monitored if the employee is not readily available to answer the telephone or the telephone is being answered by an answering machine. When a call is made by the Department, a message will be left at home (if possible) and on the issued pager.

Once a pager is called, employees shall respond within thirty (30) minutes of being paged. If an employee will incur long distance telephone charges, the call may be made collect.

All Detective Sergeants, the Identification Sergeant, the Traffic Sergeant, and Investigators required to carry pagers shall receive a yearly bonus of three-hundred and sixty-five

(\$365.00) payable in two (2) equal installments on the 15<sup>th</sup> day of February and August of each year beginning February 15, 2001, for the previous six months.

Employees newly assigned to Investigator rank and required to carry a pager shall receive a prorata share of the pager bonus based upon the amount of time assigned as an Investigator during the previous six (6) months.

#### 16.5 Special Unit Assignments – Service Qualifications

- A. Unless specifically provided to the contrary in this agreement, no employee with less than four (4) years service with the City as a sworn Police Officer shall be assigned to a special unit provided for in this Article.
- B. Beginning 1/1/2002, except for the canine unit, no employee may serve more than five (5) consecutive years in any one special unit provided for in this Article. For those employees in special units as of 1/1/2002, the five (5) years shall begin as of that date.
- C. No employee shall be removed from such special units without articulable reasons relating to job performance, or elimination of the unit positions, or upon the request of the employee.

#### 16.6 Assignment to K-9 Handler

Dog handling and training requires a significant time commitment, while no minimum or maximum time limit is imposed, interested employees should realize this assignment normally may extend for several years.

In addition to the criteria set forth in Article 16.5 of this Agreement the criteria and working conditions for K-9 handlers are:

- A. To be considered for a K-9 handler, an officer must have completed no less than five (5) years service with the City as a sworn Police Officer and hold the rank of patrol officer.
- B. Selection and/or removal of employees to and/or from the position of K-9 handler shall be done at the sole discretion of the Chief of Police.
- C. Employees shall have one (1) hour per duty day for kennel time.
- D. Employees shall be compensated one (1) hour per day off for kennel time which shall be subject to the employee's overtime rate of pay.
- E. All supplies, equipment, and special uniforms will be provided by the Department.
- F. One marked vehicle fully equipped for K-9 service will be permanently assigned to each K-9 officer.
- G. Call-back for K-9 handlers will be pursuant to Article 5.4 of this Agreement.
- H. K-9 handlers will be provided a Department pager.
- I. K-9 handlers shall receive the appropriate shift differential from Appendix A added to their hourly rate of pay when assigned to work any shift that begins after 1530 hours.
- J. Employees shall receive a \$600.00 per year stipend.

#### 16.7 Assignment to Rockford Housing Authority Unit (RHA)

This section was deleted with formation of M-3 Streets Team Unit



16.8 Assignment to Tactical Unit (TAC Unit)

This section was deleted with formation of M-3 Streets Team Unit

16.9 Assignment to Bike Unit

This section was deleted with formation of M-3 Streets Team Unit

16.10 Assignment to Community Services Unit

- A. The Chief of Police shall have sole discretion for selection of the employees to be assigned to the unit; however, employees shall have the option during the annual shift bidding process to bid for reassignment, provided the employee has completed no less than four (4) years service with the City as a sworn Police Officer.
- B. Employees may be removed from assignment to the unit by the Chief of Police. The Chief of Police shall provide advance written notice to the President of the Union before removal of an employee from the unit. In addition, the Chief of Police shall inform the affected employee either verbally or in writing as to the reason(s) for their removal for informational purposes only.
- C. Working hours shall be Monday through Friday, 8:00 A.M. to 4:00 P.M. The unit supervisor has the ability to change (flex) the working hours of unit employees up to two (2) times per week on forty-eight (48) hours advance notice to the employee of such change.

Any changes in hours shall be limited to eight (8) consecutive hours between 7:00 A.M. and 10:00 P.M. on weekdays only.

Any and all work outside these specified hours shall be compensated at the employee's overtime rate of pay unless such overtime is a Call Back after the employee has already worked their eight (8) consecutive hours for which the employee shall be compensated with a minimum of two (2) hours pay at their overtime rate of pay.

- D. Employees assigned to the unit shall have the following holidays off:

New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day and shall be compensated for the other days listed in Section 4.1 of this Agreement for 24-hour/7-day employees.

- E. Employees that work in this position shall have forty-eight (48) hours of holiday time coming credited to their holiday bank on January 1 of each year to be used as compensatory time, in accordance with Article 4.4 of this Agreement.

Employees shall be considered uniformed employees; however, employees may be assigned to wear plain clothes on occasion, as determined by the unit supervisor.

- F. Employees assigned to the unit shall be compensated with a six-hundred dollar (\$600.00) yearly stipend payable in equal portions on each paycheck during the year.

16.11 Assignment to School Liaison Officer

- A. Employees must have completed four (4) years with the City as a sworn police officer to apply for the School Unit.
- B. Employees will be selected from those employees submitting letters of interest. The period to submit letters of interest shall be fourteen (14) days from the date of posting. Employees will be removed from the School Liaison Program at the sole discretion of the Chief of Police. The Chief will give the PBPA President advance notice of the reason for the removal of an officer from the Liaison Program. Employees shall have the option during the annual shift bidding process to bid for reassignment, provided the employee shall have served at least one (1) full calendar in the unit at the time of the actual shift change.
- C. Employees will take Labor Day, Thanksgiving, Christmas, New Year's Day and Memorial Day as mandatory holidays off and shall be compensated for the other days listed in section 4.1 of this Agreement for 24-hour/7-day employees.
- D. Employees will be scheduled to work Monday through Friday while assigned to the School Liaison Unit. Starting times will be one half hour prior to the school start time.
- E. Employees will work eight (8) consecutive hours while assigned to the School Liaison Unit.
- F. Employees will be assigned to the day shift in patrol when school is not in session and they shall work Monday through Friday 0700-1500. This language shall not apply to breaks that are shorter than one (1) school week. During the summer when school is not in session they shall be assigned to a ten (10) hour work group on day shift patrol unless their assignment has been extended by the Chief or his designee.
- G. Employees will be permitted to work "after school" events at their contractual overtime rate of pay.
- H. Employees assigned to the School Unit shall be permitted to select vacations separately from the Day shift and their vacation selection shall not apply the staffing requirements of patrol shifts.
- I. This Article shall be applicable to patrol officers assigned to the School Liaison Unit. The Department will assign a Sergeant to the School Liaison Unit for the entire calendar year the Sergeant shall work eight (8) consecutive hours Monday through Friday with flexible starting times and shall have the same holidays as provided in section "C" above. During the summer when school is not in session The Sergeant shall be assigned to a ten (10) hour work group on day shift patrol unless their assignment has been extended by the Chief of Police or his designee.

#### 16.12 Truancy Officer Assignment

The following applies to the position of Truancy Officer:

- A. The Truancy Officer will be scheduled to work eight (8) consecutive hours Monday Friday.
- B. The same holiday schedule that applies to the School Unit employees shall apply to the Truancy Officer.

- C. The Department may flex the Truancy Officer's starting and ending times to attend Truancy hearings no more than two (2) times per week to avoid payment of overtime.
- D. The Truancy Officer will be permitted to work overtime for after hour events sponsored by the Rockford Public School District 205 as the employees of the School Unit.
- E. The Department and the PBPA will conduct a "meet and confer" meeting during the month of June or July to discuss the performance of the position and the tasks the employee was required to do. The Department and PBPA must mutually agree to any changes in the above during the term of the contract unless the School District terminates the position.
- F. If the position is terminated, the employee shall first be offered an opportunity to stay in the School Unit if an opening exists. If no opening exists; the employee shall be permitted to "bump" the most junior employee in the Scholl Unit, unless the Truancy Officer is the most junior. Seniority is determined by the length of time actually served in the unit. The employee that is actually removed from the unit shall be reassigned to a patrol shift or Special Unit if an opening exists at that time.
- G. The provisions not identified that apply to the School Unit employees shall apply to the employee that is assigned to the Truancy Officer position.
- H. The Department shall put in writing the initial expectations of the Truancy Officer's duties that were discussed by the parties on Monday, November 13, 2006.

16.13 M-3 Streets Team Unit (Effective January 14, 2007)

1. Effective on the change over date of January 14, 2007, 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 change over date of January 14, 2007, and the former Bike, TAC and RHA units would be dissolved.
- b. 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, until 1300 hours on Tuesday, December 26, 2006. 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. 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 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. 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.
- i. The Department will be permitted to flex the starting time of employees assigned to the unit to perform their normal duties. 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) hours 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) 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 cents (\$1.25) per hour (and the sergeant shall receive two dollars (\$2.00) 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 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 the employees shall be assigned as indicated in Section 1 "g" of this Article
- 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 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 4<sup>th</sup>, 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 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 selection 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) 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.
- 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, 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, 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. The three M-3 sergeants would continue the use of the take home car until the end of the 2009 year.
2. The five (5) year maximum requirement for remaining in the Special Units will be amended to a maximum of eight (8) years effective in 2007. Any employee currently assigned to a Special Unit will have an additional eight (8) years, effective January 14, 2007, to remain in their unit. School Unit employees will not be removed from the School Unit until the school year has ended in the year they must leave the unit. The new assignments of School Unit employees will be made prior to the start of a school year. The Department and the PBPA will conduct “meet and confer” meetings to establish the time frame for submitting letters of interest to be assigned or reassigned to/from the School Unit and how shift bidding or placement would work. The language in Article 16.5 will be amended to include the actual name of each Special Unit including, but not limited to, the Community Services Unit, School Unit and the M-3 Streets Team Unit.

#### 16.14 All Terrain Vehicle Unit

The criteria and working conditions of the All Terrain Vehicle (ATV) Unit are:

- I. Patrol officers must have completed a minimum of five years continuous service with the Rockford Police Department to be eligible for assignment to utilize an ATV.
- II. Selection and/or removal of employees to and/or from the ATV Unit shall be done at the sole discretion of the Chief of Police.

- III. A minimum of four (4) patrol officers from Day Patrol Shift and another four (4) patrol officers from the Afternoon Patrol Shift will be selected for the ATV Unit. The department may select two additional officers from the night shift.
- IV. ATV Patrol Officers will not be assigned to the same day off group as the other ATV patrol officers on that particular shift unless there is an insufficient number of volunteers from one, or both, of the patrol shifts.
- V. Shift Commanders may utilize the ATV Unit during the officers regularly scheduled duty hours.
- VI. Employees shall receive a \$600.00 stipend.
- VII. The Unit maybe deployed year round, based on weather and other circumstances.
- VIII. Officers that have volunteered for the assignment to the ATV Unit will not be placed in a force back situation to work as an ATV officer other than the exception of specific Special Events. If the Department utilizes the ATV Unit by invoking General Order 40.11 the Department will notify the President of the Union, or his designee, within 24 hours of deploying the ATV Unit.
- IX. The Department will provide a minimum of thirty (30) calendar days advance notice to an officer assigned to the ATV Unit of an assignment for a Special event that is agreed to by the Union and the Department. Should the Department wish to deploy the ATV Unit for a Special event agreed to by both parties, the Department will first post the assignment as a hire back for the Special event with the most senior officer being given the assignment. If no one from the ATV Unit volunteers through the hire back notification procedure the Department will force back the most junior officer that is scheduled off on the date of the Special Event. No ATV Unit officer will be forced back a second time until all ATV Unit officers have been forced back. All force back notifications must be made at least fifteen (15) days in advance of the Special event.
- X. Selected officers will be required to complete training prior to operating the ATV.
- XI. Officers assigned to this Unit will receive annual training on the operation of the ATV and operating a vehicle in tow. The Department may utilize Department personnel for the annual training that have a valid and current certification to teach the safe operation of an ATV.
- XII. The Unit will be deployed with two officers at all times for safety purposes.
- XIII. Management has the sole discretion to discontinue the ATV Unit.

**ARTICLE 17  
SAFETY ISSUES**



The Department shall take all reasonable steps for the protection and safety of employees during work hours and during performance of their duties. (The foregoing shall not be construed to require the Department to eliminate those risks which are inherent in the normal performance of police duties.) The Department and the Union agree to cooperate to the fullest extent reasonably possible to promote the use of safe equipment and facilities.

The Chief of Police shall designate three (3) sworn officers of the Department and the President of the Union shall designate three (3) employees to comprise a safety committee for the purpose of discussing safety and health issues relating to employees and recommend reasonable safety and health criteria relating to equipment, facilities and working conditions. The committee shall meet by mutual agreement not less than once every three (3) months, provided one party has notified the other party in writing at least three (3) days before the scheduled meeting that there is an item of business to discuss. Recommendations of the committee members shall be submitted in writing to the Chief of Police with a copy to the President of the Union, but shall not be binding upon the Department or Union.

The provisions contained within this Article shall not be subject to grievance procedure or binding arbitration.

## **ARTICLE 18 DURATION OF AGREEMENT**

- **The signed original is on file in the City Legal Department**

This Agreement shall be effective as of January 1, 2009, and shall remain in effect until midnight, December 31, 2011, and shall continue thereafter in full force and effect from year to year unless written notice of desire to terminate or amend this Agreement is given by either party to the other on or before August 1, 2011, or any succeeding August 1st. The Union shall serve the above notice on the Legal Director and the City shall serve the above notice on the President of the Union. In the event the above notification is given, the parties agree to enter into negotiations no later than September 1st of the year in which the notice is served.

If negotiations have not been satisfactorily completed at the anniversary date, neither party may terminate the Agreement unless it gives at least ten (10) days notice to the other party in writing during which time all provisions of this Agreement shall remain in full force and effect.

POLICEMEN'S BENEVOLENT AND  
PROTECTIVE ASSOCIATION OF  
ILLINOIS, LOCAL 6

Aurelio DeLaRosa  
*President*

CITY OF ROCKFORD, A MUNICIPAL  
CORPORATION

Lawrence J. Morrissey  
*Mayor*

Bruce Brannum  
*Vice President*

Patrick W. Hayes  
*Legal Director*

Eddie Torrance  
*Treasurer*

Lori Sweeney  
*Deputy Chief*

Kevin Ogden  
*Negotiator*

Michael Booker  
*Deputy Chief*

Dave Cone  
*Negotiator*

Jessica Jones  
*Human Resources Director*

Joe Stevens  
*Negotiator*

Ronald N. Schultz  
*City Attorney*

\_\_\_\_\_  
Doug Block  
*Union Labor Representative*

ATTEST:

\_\_\_\_\_  
Patrick Hayes  
*Legal Director*

## APPENDIX A

### WAGE SCALE

		<u>1/1/2009</u>	<u>7/1/2010</u>	<u>10/1/2011</u>
		<u>Base Pay</u>	<u>Base Pay</u>	<u>Base Pay</u>
<u>Patrol Officers</u>				
Start of 1 Year	Patrol A	\$43,859.00	\$44,736.00	\$45,631.00
Start of 2 Years	Patrol B	\$47,322.00	\$48,268.00	\$49,233.00
Start of 3 Years	Patrol C	\$50,783.00	\$51,799.00	\$52,835.00
Start of 4 Years	Patrol D	\$54,246.00	\$55,331.00	\$56,438.00
Start of 5 Years	Patrol E	\$56,555.00	\$57,686.00	\$58,840.00
Start of 6-10 Years	Patrol F	\$59,440.00	\$60,629.00	\$61,842.00
Start of 11-15 Years	Patrol G	\$62,590.00	\$63,842.00	\$65,119.00
Start 16 Years	Patrol H	\$63,844.00	\$65,121.00	\$66,423.00
<u>Investigators</u>				
Start 5 Years/Dept	INV A	\$59,948.00	\$61,147.00	\$62,370.00

6-10 Years/Dept	INV B	\$63,006.00	\$64,266.00	\$65,551.00
11-15 Years/Dept	INV C	\$66,346.00	\$67,673.00	\$69,026.00
Start 16 Years/Dept	INV D	\$67,673.00	\$69,026.00	\$70,407.00
<u>Sergeants</u>				
1st 18 Months	Sgt A	\$74,440.00	\$75,929.00	\$77,448.00
Comp of 18 Months	Sgt B	\$75,928.00	\$77,447.00	\$78,996.00

Hourly rate based upon 2080 hour year

For employees covered by Article 5.A (ten hour shift):

- Employees who are regularly assigned to the afternoon shift shall have an amount equal to three (3) percent of their hourly wage added to their rate, not to exceed \$.75 per hour.
- Employees who are regularly assigned to the night shift shall have an amount equal to five (5) percent of their hourly wage added to their rate of pay, not to exceed \$1.25 per hour.
- Employees assigned to the 1800-0400 shift shall have an amount equal to four (4) percent of their hourly wage added to their rate, not to exceed \$1.00.

For Sergeants the “not to exceed” rates for shift differential shall be: afternoon shift \$.90 per hour, night shift \$1.40 per hour, and 1800-0400 shift \$1.15 per hour

## **APPENDIX B**

### **MEMORANDUM OF AGREEMENT**

#### **COURT PAY FOR RETIREES**

It is agreed between the parties the City shall issue the letter below to all bargaining members within five (5) business days upon retirement from the Rockford Police Department:

Dear Retired Officer:

This letter is to advise you of the City of Rockford’s change in policy regarding retired officers and required court appearances.

The City of Rockford will compensate you for court appearances up to one year from the date of your retirement. Compensation shall be one hundred dollars (\$100.00) per appearance. Each court call (morning or afternoon) shall constitute a separate appearance. The following conditions apply:

- Employee must be retired and receiving a pension (completion of 20 years service, 50 years of age).

- Court appearance must be related to former duties as a City of Rockford Police Officer (officer who is a defendant does not qualify).
- Subpoena may be issued by any court or administrative body.
- Retired officers will be considered an independent consultant and issued an IRS Form 1099 at year's end from the City to report all such compensation.
- Such compensation shall not render former employees of the City for purposes of liability, worker's compensation, health, or pension benefits or for any other purpose.
- Additionally, retired officers must complete a Time Earned Slip (pink in color) and attach a copy of the subpoena or order to it. Time Earned Slips can be obtained in the patrol bureau area or the administrative offices. The completed Time Earned Slip with the attached order or subpoena should be submitted to the Deputy Chief in Administration for payment. It normally takes about 30 days for the City to process claims.

Please look at the attached page to view a copy of a Time Earned Slip correctly filled out. If you have any questions, please call DC XXXXXXXXXX at 815-XXX-XXXX.

Best Wishes,

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XXXXXXXXXXXXXXXXXX  
Chief of Police

## **APPENDIX C**

### **AFFIDAVITS IN DISCIPLINARY INVESTIGATIONS**

1. All affidavits in support of complaints against peace officers will be sworn under oath that the allegation(s) and statement(s) made by the complainant are true and correct, except as to matters therein stated to be on information and belief and as to such matters the complainant certifies he or she verily believes the same to be true.
2. In the case of a minor, that being someone under the age of 16 years, a parent, a legal guardian or someone else in *loco parentis* can sign the affidavit.
3. Nothing in this agreement would preclude the City of Rockford or the Rockford Police Department from proceeding with an anonymous complaint against an officer if the Department developed independent knowledge based on its own investigation, in which case the affidavit would be signed by the head of the Rockford Police Department's Office of Professional Standards based upon information and belief.

## **APPENDIX D**

### **ELECTION, WAIVER AND RELEASE WITH REGARD TO DISCIPLINE SUBJECT TO THE JURISDICTION OF THE ROCKFORD BOARD OF FIRE AND POLICE COMMISSIONERS**

I, \_\_\_\_\_, being subject to discipline by the City of Rockford Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the collective bargaining agreement between the City of Rockford, Illinois and the Police Benevolent & Protective Association (PB&PA) of Illinois. I fully understand this Election, Waiver and Release does not create or convey to me a right to determine whether any grievance shall be advanced to arbitration. The right to evaluate any grievance and determine whether that grievance is withdrawn, settled or advanced to any form of arbitration remains solely the right of the PB&PA. In the event the PB&PA determines it will not advance a grievance(s) to arbitration, I understand my sole recourse for the review and/or challenge of discipline shall be with the Rockford Board of Fire and Police Commissioners. I agree that if the PB&PA decides to advance a grievance(s) involving my discipline to arbitration, such grievance shall be my sole remedy to the exclusion of other remedies available to me, including but not limited to, the provisions of any Illinois civil service law, rule or regulation, such as 65 ILCS 5/10 *et seq.*, as amended.

In the event the PBPA decides to advance a grievance(s) involving my discipline to arbitration, I acknowledge that by making this election of remedy I am waiving the rights and remedies of any alternative review or appeal procedure available to me, such as provided for

in any Illinois civil service law, rule or regulation, such as 65 ILCS 5/10 *et seq.*, as amended, in favor of the rights and remedies afforded to me under the provisions of the collective bargaining agreement between the City of Rockford and the PB&PA. Furthermore, I acknowledge and agree that execution of this Election, Waiver and Release shall be a prerequisite to processing of any grievance concerning the discipline of me by the Rockford Police Department. By selecting the grievance process alternative, I acknowledge my understanding that the City of Rockford Police Department has the right to unilaterally and immediately impose discipline of suspension without pay of fifteen (15) days or less and/or discharge of my employment with the Rockford Police Department, subject to possible later modification or reversal by an arbitrator should the PB&PA choose to advance a grievance involving my discipline to arbitration.

By election to pursue a grievance over my suspension or discharge, I hereby release the City of Rockford, the City of Rockford Police Department, the Rockford Board of Fire and Police Commissioners and the PB&PA of Illinois, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Approved:

\_\_\_\_\_  
PB&PA Unit 6

\_\_\_\_\_  
Date

## **APPENDIX E**

Rockford Police Department: Tuition Reimbursement Policy  
April 11, 2006

### **TUITION REIMBURSEMENT POLICY AND PROCEDURES**

The City of Rockford supports officers who wish to continue their education to secure increased responsibility and growth within their professional careers. In keeping with this philosophy, the City has established a reimbursement program for expenses incurred through approved institutions of learning. If you are a full-time regular officer and have completed your probationary period, you are eligible for participation in this program as long as the courses are job-related.

The City will reimburse up to a maximum of \$1500.00 per year incurred by an officer for continuing education through an accredited program that either offers growth in an area related to his or her current position or might lead to promotional opportunities. This can include college credit courses for an undergraduate or graduate degree, or continuing education courses. In order to receive reimbursement the officer must secure a passing grade of a "C" for undergraduate courses; "B" for graduate level courses; or the appropriate passing designation for continuing education courses. The City will only reimburse for those

fees directly related to the course. Late registration fees, parking permits, and books are examples of fees that will not be reimbursed. A receipt showing that tuition has been paid in full and a copy of the final grade or certification must validate expenses.

To receive tuition reimbursement, officers should follow the procedures listed here:

1.The pre-approval section of the tuition reimbursement form should be completed and all the appropriate signatures obtained prior to enrolling.

2.When submitting the pre-approval form, the officer must have the following:

- A Career Development plan must be completed or currently be on file with the Training Division and the City of Rockford Personnel Department.
- The officer must provide information about the course for which he/she would like to receive reimbursement.

3.The pre-approval form and supporting documentation will be submitted to the Training Division for appropriate signatures. A copy will be kept in the officer's files. The officer will maintain the original until he or she has completed the course.

4.Upon completion of the course, the officer should resubmit to the Training Division the attached. The Training Division will forward as appropriate.

5.Finale reimbursement requests must be received within one month of completing the class. Late requests cannot be accepted.