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## REPORT TO CITY COUNCIL

**FROM:** Dorothy Ann David, City Manager

**DATE:** February 25, 2022

**SUBJECT: EXPLANATION OF COUNCIL BILL NO. 2022-026**

**A. Introduction:** The purpose of this Council Bill is to authorize the City Manager to execute a collective bargaining agreement between the City of Champaign and the Illinois Fraternal Order of Police Labor Council. The three-year agreement provides for an annual pay increase of 3 percent for Fiscal Year 2021-2022, 3.25 percent in Fiscal Year 2022-2023, and 3.5 percent for Fiscal Year 2023-2024, and includes various operational and financial provisions.

**B. Recommended Action:** The Administration recommends approval of this Council Bill.

**C. Previous Council Action:**

- This is the 12<sup>th</sup> collective bargaining agreement (“CBA”) between the City and the Illinois Fraternal Order of Police Labor Council (“FOP” or “Union”).
- On February 5, 2019, the City Council adopted [Council Bill 2019-012](#), which approved the current (11<sup>th</sup>) CBA between the City and the FOP.

**D. Summary:**

- City staff and representatives of the FOP negotiated over the course of several months to arrive at an agreement for a successor CBA to cover the period of July 1, 2021 through June 30, 2024.
- There are various provisions included in the proposed agreement, including an increase to wages and premium pay for special assignments and duties, two one-time retention-related payments, changes to shift sign-ups and vacation scheduling, benefit increases related to accrued leave, and operational changes to various provisions associated with training. A description of each proposed change is listed in the next section.

**E. Background:**

**1. Labor Negotiations.** The current CBA expired on June 30, 2021. Staff presented information and sought bargaining direction during closed sessions with the City Council on eight occasions between February and December 2021. The City’s bargaining team and the Union met on several occasions during this time to discuss proposals. With direction from the City Council to proceed, the City and the Union bargaining representatives arrived at a tentative

agreement on the provisions outlined in the attached redlined copy of the CBA. The Union voted to ratify this proposed agreement on February 10, 2022.

**2. Contractual Changes.** The following changes to the current CBA were agreed upon during negotiations:

**a. Special Duty Assignments.** The City and the Union agreed to add the assignment of High Tech Crimes Investigator to the list of Special Duty Assignments that are eligible for a premium wage due to the specialized nature of the work. Special Duty Assignments are filled on a full-time basis by an Officer or Sergeant and require performing duties that are substantially different from regular patrol duties. These specialized assignments carry a 2.5% wage premium over and above the standard pay for patrol officers. The High Tech Crimes Investigator will be responsible for using specialized technical expertise and tools to investigate crimes. The increase in technology-based crime and the increase in availability of digital evidence has created a need for this kind of specialized role. The parties also agreed to remove the Special Duty Assignment of Street Crimes Officer. This assignment is no longer used after the Department dissolved the Street Crimes Unit.

**b. Stand-by Duty.** This agreement clarifies that Detectives, Sergeants in the Investigation Division, and Officers assigned to the Crime Scene Unit may be assigned by a Division Commander to stand-by duty, during which the Detective, Sergeant, or Officer must remain “on-call” and able to respond if called to work during times outside of their regularly scheduled work shift. Officers and Sergeants who are assigned to stand-by duty are compensated at one hour of pay for every eight hours of stand-by duty.

**c. Compensatory Time.** This agreement clarifies that Sergeants are entitled to accrue compensatory time and increases the maximum amount of compensatory time that may be accumulated from 40 to 80 hours.

**d. Wages.** The parties agreed to across-the-board wage increases for all positions covered by the CBA of 3% for Fiscal Year (FY) 2021-22, 3.25% for FY 2022-23, and 3.5% for FY 2023-24. These increases are intended to ensure a competitive salary in a labor market for Police Officers that has grown increasingly difficult to attract and retain a qualified, diverse workforce. Offering competitive wages will bolster the City’s ability to recruit and hire top candidates to serve as Police Officers.

**e. One-Time Payments.** The City and the Union agreed to extend a one-time payment of \$10,000 to Union members who were employed on July 1, 2021, and who remain employed at the time the new agreement is executed. Furthermore, any individual who receives this one-time payment and leaves employment for any reason other than retirement prior to June 30, 2022, will be required to repay the full amount. The parties also agreed to extend an additional one-time payment of \$10,000 to members of the Union who were employed on July 1, 2021, and who remain employed in the Union on June 30, 2024. Both one-time payments are intended to encourage retention and discourage attrition during this time of significant staffing shortage in the Police Department.

**f. Longevity Steps.** This agreement would add two additional longevity pay steps, one that would apply to Officers and Sergeants who reach 25 years of service, and one at 28 years. These longevity steps provide additional compensation based on years of service and are designed to encourage retention of senior personnel.

**g. Field Training Pay.** The parties agreed to increase the wage premium that an Officer is eligible to receive when they serve as a Field Training Officer (FTO) from \$3.00/hour to \$5.00/hour. An FTO is responsible for training new recruits during the 15-week training program that new Officers must complete. The FTO premium had been set at a flat dollar amount for many years without an increase. This agreement also adds additional premium pay for Sergeants who serve in the Field Training Program.

**h. Training Provisions.** This agreement reflects several changes to the operational administration of training and the way that Officers and Sergeants are compensated while attending training, how they are scheduled to accommodate training time, what constitutes “mandatory” versus “voluntary” training, and when an Officer working the Evening or Midnight shifts must be released from duty the night before a training.

**i. Personal Leave Provisions.** The parties agreed to credit officers with 30 hours (increased from 24 hours) of Personal Leave at the start of each fiscal year to be used as paid time off during the year. The change was designed to reflect the 10-hour per day schedule that most Officers and Sergeants work. The original allotment of 24 hours was instituted at a time when all Union personnel worked 8-hour days and was intended to reflect 3 full days of leave time. Many years ago, members of the Patrol division were assigned to work 10-hour shifts. However, the allotment of personal leave was not adjusted to ensure these personnel would receive 3 days of Personal Leave as they had previously. This change reconciles the amount of Personal Leave that is accrued to align with the 10-hour schedule. In addition, this agreement would allow Officers to take one day per year as a Priority Personal Leave, which is not subject to the normal approval requirements.

**j. Vacation Leave Provisions.** The proposed agreement would increase the amount of vacation time that is accrued on a biweekly basis for Officers who have 10 or more years of service. The agreement would also expand the maximum number of vacation hours that may be accumulated from 200 to 400. Finally, the parties agreed to limit the amount of vacation time that may be signed up for during the annual vacation sign-up period to 2 weeks.

**k. Sick Leave Provisions.** This agreement increases by 10% the amount of accumulated sick leave that is eligible for payout at separation and increases the amount of sick leave usage that would trigger suspicion for sick leave “abuse” from 64 to 80 hours in a year, when no physician’s statement is provided to validate the need for sick leave.

**l. Residency Incentives.** The parties agreed to increase the amount of reimbursement for expenses related to moving that is offered to Officers who establish residency in the City of Champaign from \$3,000 to \$10,000. In addition, this agreement establishes a Residency Stipend of \$7,000 to be paid annually to Officers whose primary, full-time residence is located within the City of Champaign. Both provisions are designed to incentivize Officers to invest and engage in the City in which they serve by making their home in the City.

**m. Shift Scheduling.** The agreement reduces the number of years of service that an Officer is required to have to be eligible to participate in annual shift sign-ups from 4 to 3. Officers with less than 3 years of service may be assigned by management to any shift as needed. This provision also eliminates the requirement that management must adhere to a certain percentage of slots to be made available for shift sign-up each year. Both of these provisions were agreed to apply only to the term of the current CBA and would revert back to original language with the next CBA unless the parties mutually agree otherwise during negotiations for the next CBA.

**n. Juneteenth Holiday.** The agreement includes the provision previously agreed to in a Memorandum of Understanding (MOU) and approved by City Council dated January 19, 2022, to add June 19<sup>th</sup> (Juneteenth) to the list of paid employee holidays each year.

**F. Alternatives:**

1. Approve the Council Bill entering into an Agreement with the FOP for FY 2021-2022 through FY 2023-2024.
2. Reject the Council Bill and provide further direction to Staff.

**G. Discussion of Alternatives:**

**Alternative 1** will approve the Council Bill and authorize the City Manager to execute a three-year collective bargaining agreement with the FOP.

**a. Advantages**

- The agreement will provide for a three-year contract with the FOP.
- The proposed wage increases and one-time payments provide competitive wages to bolster recruiting and retention.
- The proposed residency stipend will encourage new and current Officers to locate their residence in the City of Champaign, bolstering community engagement and investment.

**b. Disadvantages**

- The wage increase for FY 2021-22 will obligate the City to increase the wages for two other union groups (the American Federation of State, Municipal, and County Employees – AFSCME – and the Plumbers & Pipefitters group) due to the “Me Too” clauses in those contracts that require wage parity.

**Alternative 2** would not approve the Council Bill and would provide direction to staff.

**a. Advantages**

- There are no apparent advantages to rejecting this Council Bill.

**b. Disadvantages**

- Per the City’s statutory bargaining obligations, staff would be required to return to negotiations with the Union with no reason to believe that terms and conditions that are more advantageous would result.
- Members of the Union would be required to continue to work without a contract, increasing frustration among Union personnel and decreasing morale.

**H. Community Input:** Community input was not sought beyond this Council Bill due to the confidential nature of the collective bargaining process; however, input from the community on Police staffing, criminal justice reform, and other policing matters has been received at multiple Study sessions and Regular Meetings of the City Council during the last two years.

**I. Budget Impact:** The proposed Collective Bargaining Agreement will result in increased budget impact for wages, residency incentives, one-time payments, and premium pay for stand-by duty and field training.

- **Wages (Salaries and Longevity Steps).** The annual salaries included in this agreement and the estimated cost of the two additional longevity steps are reflected in the table below:

Expense	Salaries	Increase	New Longevity Steps	Total Increase to Budgeted Salaries
FY 20-21 (current) Budget	\$9,682,035.48	n/a	n/a	n/a
FY 21-22 Proposed Salaries	\$10,125,501.92	\$443,466.44	\$28,148.24	\$471,614.68
FY 22-23 Proposed Salaries	\$10,550,676.24	\$425,174.32	\$3,630.23	\$428,804.55
FY 23-24 Proposed Salaries	\$11,005,326.22	\$454,649.98	\$1,101.62	\$455,751.60

The annual budget impact of the 25-year and 28-year longevity steps will have a varying impact from year to year depending on the number of officers at that stage of their career.

- **Residency Incentives.** The proposed contract provides \$10,000 for officers who apply for a relocation reimbursement after moving into the City of Champaign, an increase of \$7,000 per application over the current reimbursement amount of \$3,000. The City receives an average of one application for residency reimbursement per year; however, with the addition of the proposed residency stipend this number is likely to increase.

The proposed residency stipend of \$7,000 per year for any officer who lives in the City of Champaign is expected to result in a budget increase of approximately \$133,000 per year, based on the number of officers who currently live in the City (17) and an estimated 10% per year increase to the number of officers with City residency in each of the next two years as more officers elect to reside in the City.

With the addition of the residency stipend, the starting salary for a newly hired Police Officer will be:

	FY 21-22		FY 22-23		FY 23-24	
	With Residency	Without Residency	With Residency	Without Residency	With Residency	Without Residency
Probationary Police Officer	\$73,724.19	\$66,724.19	\$75,892.72	\$68,892.72	\$78,303.96	\$71,303.96
After 15-month Probation	\$79,645.04	\$72,645.04	\$82,006.10	\$75,006.10	\$84,631.32	\$77,631.32

- **One-time Payments.** The cost of the retention payments will be approximately \$1,860,000 in total, or approximately \$620,000 annualized for each of the three years of the agreement.
- **Stand-by and Field Training Pay.** The changes to pay for stand-by duty will have a budget impact of approximately \$43,555 and the cost of Field Training pay is expected to be approximately \$22,967 each year.
- **Budget Impact of Leave Time Provisions.** The cost of provisions in the agreement related to leave time will depend on factors that vary from one person to another, such as total leave accumulations, years of service at separation, amount of leave time taken during the span of one’s career, or they may have no dollar cost but instead have a productivity cost. These unpredictable financial costs, particularly those incurred when an employee separates from employment, are generally offset by the salary savings that accrues when a position is vacated.

**J. Staffing Impact:** The City bargaining team included representatives from the Human Resources, Legal, Finance, and Police management, utilizing approximately 360 staff hours for negotiation sessions, preparation, and planning meetings.

Prepared by:

Reviewed by:

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Human Resources Director

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Attachment A: Tentative Collective Bargaining Agreement between the City of Champaign and the Illinois Fraternal Order of Police Labor Council (Strike-Out Copy)