

**COLLECTIVE BARGAINING AGREEMENT**

between

**AFSCME COUNCIL 31**

**Local 1058-C**

and

**CITY OF ROCKFORD, ILLINOIS**

**January 1, 2017 through December 31, 2023**

**AFSCME Local 1058-C**  
**TABLE OF CONTENTS**

<b>ARTICLE I</b>	<b>INTENT AND PURPOSE</b>	
1.1.	Intent and Purpose .....	1
<b>ARTICLE II</b>	<b>CITY AUTHORITY</b>	
2.1.	City Authority .....	2
2.2.	Management Rights .....	2
<b>ARTICLE III</b>	<b>UNION RIGHTS</b>	
3.1.	Recognition .....	3
3.2.	Employees Not Covered .....	3
3.3.	Probationary Period .....	3
3.4.	Check-off .....	4
3.5.	Suspension of Deductions .....	4
3.6.	Indemnification .....	4
3.7.	Union Bargaining Committee .....	5
3.8.	Union Access .....	5
3.9.	Bulletin Boards .....	6
3.10.	Safety .....	6
3.11.	Time Off for Union Meetings .....	7
3.12.	Information Provided to the Union .....	7
3.13.	New Employee Orientation .....	7
3.14.	Labor-Management Meetings .....	7
<b>ARTICLE IV</b>	<b>SENIORITY</b>	
4.1.	Seniority .....	9
4.2.	Seniority in Grade .....	9
4.3.	Seniority Lists .....	9
4.4.	Loss of Seniority and Termination of Employment .....	9
4.5.	Equal Seniority .....	10
4.6.	Reduction in Forces .....	10
4.7.	Reduction in Force Procedures .....	10
4.8.	Recall from Lay Off .....	11
4.9.	Job Assignments .....	12
<b>ARTICLE V</b>	<b>CLASSIFICATIONS AND JOB POSTINGS</b>	
5.1.	Job Postings .....	14
5.2.	Temporary Transfers / Assignments .....	14
5.3.	Temporary Transfer Time Limits .....	14
5.4.	Out of Class Pay .....	14
<b>ARTICLE VI</b>	<b>PROMOTIONS/DEMOTIONS AND DISCHARGE</b>	
6.1.	Promotions .....	16
6.2.	Demotion .....	16

6.3.	Discharge .....	16
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**ARTICLE VII**

**DISCIPLINE**

7.1.	Discipline.....	17
7.2.	Multiple Violations.....	17
7.3.	Disciplinary Actions.....	17
7.4.	Notification of Disciplinary Action.....	18
7.5.	Suspension Pending Discharge.....	18
7.6.	Removal of Discipline.....	18
7.7.	Scheduling of Disciplinary Meetings.....	18

**ARTICLE VIII**

**HOURS OF WORK**

8.1.	Work Day/Work Stopping Point.....	19
8.2.	Recording Time.....	19
8.3.	Lunch Periods.....	19
8.4.	Physical Examinations.....	20
8.5.	Break Time.....	20
8.6.	Overtime - Definition.....	20
8.7.	Overtime Calculations.....	20
8.8.	Compensatory Time.....	20
8.9.	Compensatory Time (Head Teachers and Home Visitor Teachers only).....	21

**ARTICLE IX**

**GRIEVANCE PROCEDURE**

9.1.	Definition.....	22
9.2.	Time for Filing a Grievance.....	22
9.3.	Procedure.....	22
9.4.	Arbitration.....	23
9.5.	The Effect of Time Limits.....	25
9.6.	Release Time.....	25
9.7.	General Provisions.....	25

**ARTICLE X**

**HOLIDAYS**

10.1.	General.....	26
10.2.	Eligibility.....	27
10.3.	Holiday Pay.....	27

**ARTICLE XI**

**VACATIONS**

11.1.	Vacation Schedule.....	28
11.2.	Separation from Service.....	29
11.3.	New Employees.....	29

**ARTICLE XII**

**LEAVES OF ABSENCE**

12.1.	Unpaid Leaves of Absence.....	30
12.2.	Paid Leaves of Absence.....	30

12.3.	Accumulation.....	31
12.4.	Personal Leave.....	31
<b>ARTICLE XIII</b>	<b>WAGES</b>	
13.1.	Wage Plan.....	32
<b>ARTICLE XIV</b>	<b>INSURANCE</b>	
14.1.	Insurance Benefit.....	33
14.2.	Coverage and Contributions .....	33
14.3.	Network Options.....	34
14.4.	Alternative Health Plans .....	35
14.5.	Wellness Plan.....	35
14.6.	Chiropractic Limit .....	36
14.7.	Dental.....	36
14.8.	Life Insurance .....	36
14.9.	Voluntary Benefits.....	37
14.10.	Enrollment .....	37
14.11.	2018-2023 Comprehensive Wellness Program .....	37
14.12.	Pre-Certification .....	37
14.13.	Prescription Program .....	38
14.14.	Flexible Spending Account.....	38
14.15.	Changes in Benefits .....	38
<b>ARTICLE XV</b>	<b>LOCKOUT AND STRIKES</b>	
15.1.	Lockout.....	39
15.2.	Strikes .....	39
<b>ARTICLE XVI</b>	<b>MISCELLANEOUS</b>	
16.1.	Entire Agreement.....	40
16.2.	Non-Discrimination .....	40
16.3.	Savings Clause.....	40
16.4.	Contracting Out .....	40
16.5.	Copies of Agreement.....	41
16.6.	City of Rockford Rules & Regulations; Departmental Work Rules .....	41
16.7.	Indemnification–Legal Counsel.....	42
16.8.	Loss of Driver’s License.....	42
16.9.	School Bus Driver Endorsements/C.D.L. Requirements.....	42
16.10.	Criminal Background Checks.....	42
16.11.	Residency.....	43
16.12.	Child Development Accreditation (CDA) Requirement(s) .....	43
<b>ARTICLE XVII</b>	<b>TERMINATION.....</b>	<b>44</b>
<b>APPENDICES AND “MOU/MOA” LISTING.....</b>		<b>45</b>

<b>Appendix A:</b>	<b>List of Classifications.....</b>	<b>46</b>
<b>Appendix B:</b>	<b>Head Start Positions/Schedules .....</b>	<b>47</b>
<b>Appendix C:</b>	<b>Minimum Starting Base Rate - 2017 to December 31, 2023 .....</b>	<b>48</b>
<b>MOU/MOA</b>	<b>With Regard to Program Aides.....</b>	<b>49</b>
	<b>With Regard to Head Start Program Structure .....</b>	<b>50</b>
	<b>With Regard to benefits of former exempt Head Teachers who are now non-exempt Head Start Teachers .....</b>	<b>51</b>



## **ARTICLE I**

### **INTENT AND PURPOSE**

#### **1.1 Intent and Purpose**

This Agreement is made and entered into by the City of Rockford (hereinafter referred to as the "City") and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, for and on behalf of Local 1058-C /Head Start (herein after referred to as the "union"). It is the purpose of this Agreement to assure the efficient and economical operation of the CITY OF ROCKFORD, to secure and sustain maximum work effort of each employee covered by this Agreement to maintain a harmonious relationship between the employees in the bargaining unit and the CITY OF ROCKFORD; and furthermore the UNION agrees that it will cooperate in any reasonable manner with the CITY OF ROCKFORD to support its efforts to assure a fair days work for a fair days pay, that it will combat absenteeism, conserve materials and supplies, maintain quality workmanship, prevent accidents and strengthen good will between the UNION and the CITY OF ROCKFORD.

## **ARTICLE II**

### **CITY AUTHORITY**

#### **2.1. 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 in any way abridging or reducing the authority of the CITY, said elected or appointed officers, or infringing upon the responsibility thereof to the people of the CITY.

#### **2.2. 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:

- A. The exclusive management control and operations of the affected departments including all rights and authority exercised by the City prior to the execution of his Agreement;
- B. The right to set standards of service to be offered to the citizens;
- C. To control, plan and determine the operation of the departments and the services to be delivered to the citizens;
- D. To determine the hours of work, direct the workforce, prescribe overtime and related policies;
- E. To select the managerial and supervisory employees;
- F. To assign, reassign, hire, promote, demote, suspend, discipline and discharge employees. Employees may not be suspended, disciplined or discharged without just cause.
- G. The City shall relieve employees due to lack of work or other legitimate reasons, make and enforce reasonable rules and regulations and make reasonable changes;
- H. Change methods of operations, equipment or facilities, including contracting and subcontracting;
- I. The exercise of any of the above rights shall not conflict with any of the provisions of this Agreement. All of the foregoing is to be in accordance with the currently existing applicable State Statutes, City Ordinances and City Rules & Regulations.

**ARTICLE III**  
**UNION RIGHTS**

**3.1. Recognition**

The CITY OF ROCKFORD recognizes AFSCME Council 31 as the sole and exclusive organized representative for the purposes of collective bargaining with respect to wages, hours of work and conditions of employment for the classifications listed on Appendix A. Any employee occupying a classification listed within Appendix "A" on a regular, full-time or regular, part-time basis shall be considered covered by this Agreement. For regular part-time employees working 32 hours or less per week all benefits provided by this Agreement shall be pro-rated.

**3.2. Employees Not Covered**

Employees not covered under this Agreement will include:

- A. Supervisory employees as defined by the Illinois Public Labor Relations Act and temporary employees;
- B. Any employee covered by another collective bargaining agreement.

**3.3. Probationary Period**

A newly hired or rehired employee will be considered on probation for the first six months of employment or re-employment. During the probationary period the CITY shall be the sole and exclusive judge of the probationary employee's qualifications and ability and shall be the sole and exclusive judge in deciding whether to continue such an employee's employment. During the probationary period new hires and rehires, shall be subjected to dismissal without recourse to the grievance procedure. Promoted or demoted employees, during the probationary period, shall not be dismissed without just cause.

In the event a probationary employee becomes a regular full-time or regular part-time employee, his/her seniority shall accrue to the original date of such employment, if such employee was continuously employed by the CITY in this bargaining unit.

An Employee demoted for failing to meet the qualifications during a six month promotional probationary period shall not be required to serve another probationary period in the position to which he/she is demoted.

### **3.4. Check-off**

The Employer shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. City's compliance with this section is subject to all requirements of State and Federal law.

The Employer agrees to deduct monthly Union dues and Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) contributions from the pay of those employees who are Union members covered by this Agreement and who individually, on a form provided by the Union, request in writing that such deductions be made. The Union shall certify the current amount of Union deductions. A Union member desiring to revoke their Union membership may do so by written notice to the Employer and the Union during the thirty (30) day period prior to the expiration date of this contract.

The amount of the above employee deductions shall be remitted to AFSCME Council 31, 615 So. 2nd St., PO Box 2328, Springfield, IL 62705-2328, after the deduction is made by the Employer with An electronic listing of the employees, the employees' addresses, the employees' social security number, and the amount of the individual employee deduction(s).

The City shall provide to the Union at AFSCME Council 31, 615 So. 2nd St., PO Box 2328, Springfield, IL 62705-2328 within 30 days of hire or reinstatement, the names, addresses, and social security numbers for payroll deduction.

### **3.5. Suspension of Deductions**

Deductions shall not be withheld after the Payroll Officer receives notice of the Employee's death, or an Employee's transfer from or termination of employment, or where there are insufficient funds available in the Employee's earnings after withholding all legal and required deductions. Information concerning deductions not made under this Section shall be forwarded to the Union Treasurer by the Payroll Officer, which action will discharge the City's only responsibility with regards to such cases.

### **3.6. Indemnification**

Only Union monthly dues, fair share charges and the Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) deduction will be deducted, and any deductions improperly made by the City because of Union constitutional or by-law provisions, as well as rebates and death reimbursements, shall be refunded by the Union

to the Employees. The Union will indemnify and hold the City harmless from and against any and all claims, demands, damages, suits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the City for the purpose of complying with the provisions of this Agreement or in reliance upon any list, notice, assignments, authorization or certification furnished to the City. Any sum paid to the Union in error will be refunded upon presentation of proper evidence thereof.

### **3.7. Union Bargaining Committee**

For negotiating purposes and on other matters where the CITY and the UNION meet, the CITY will recognize and deal with the UNION Bargaining Committee (hereinafter referred to as the "Committee") selected by the Employees. The number of Employees attending bargaining sessions as members of the Committee shall not exceed five (5) persons, but rotation of employees will be permitted. In addition, the Committee may be accompanied by additional staff from Council 31 when deemed necessary. The UNION shall furnish the CITY with the names of Employees who shall serve as members of the Committee and shall notify the CITY of any changes made thereafter. Negotiations will be conducted in accordance with good faith bargaining procedures, under working rules agreed upon by the negotiators and their respective teams. The Committee shall be released one hour prior to a scheduled negotiated session.

### **3.8. Union Access**

Unless permitted by mutual agreement between the UNION and the Department Head or his/her designee, UNION business shall be transacted outside of the normal working hours. The processing or participation of grievances may be initiated during working hours subject to the 'work now, grieve later' principle. The investigation and/or discussion of grievances or potential grievances between a covered employee and union officer or steward shall be prohibited during working hours, unless both the Union and City agree that an immediate investigation by a designated Union representative would serve the interest of resolving disputes prior to the initiation of a grievance. In such cases, a union officer or steward shall be the designated representative and shall receive release time. It is understood that such investigations should be done without disrupting operations or productivity. Grievances may be processed by a designated union officer or Steward during normal working hours upon the mutual agreement of the designated representative and the Department Head or his/her designee.

In processing grievances, permission must be received from the Department Head or his/her designee before an employee shall leave a work area to conduct UNION business, or before a UNION officer may enter CITY property to conduct UNION business. The Department Head shall provide notice to the Employee's immediate Supervisor upon occasions in which such mutual agreement has been reached in order that the Employee can be released during normal working hours. If an Employee is required to attend a grievance hearing or a joint UNION/CITY meeting by virtue of being a UNION officer, steward, witness or grievant, and such meetings and participants have been mutually

agreed to by the CITY and the UNION, the Employee shall be allowed to attend such meeting during normal working hours with no loss of pay.

AFSCME Staff Representatives shall have reasonable access to the premises of the Employer to resolve problems. Local Union members shall be allowed time off without pay for legitimate Union business such as State or Area Wide Committee Meeting and International Conventions provided such members give reasonable notice to his/her supervisor of such absence, and provided that departmental staffing levels allow the time off in the opinion of the supervisor. The employee may utilize any accumulated time (holiday, personal, vacation days, compensatory time) in lieu of taking such without pay. Such time off shall not be detrimental in any way to the employee's record.

### **3.9. Bulletin Boards**

The CITY will provide an appropriate number of bulletin boards where brief UNION bulletins may be posted. Such bulletins may provide information on the UNION's meetings, elections and results, educational and social activities, and other UNION-related matters only.

### **3.10. Safety**

The City recognizes its responsibilities to provide a safe and healthful working environment for employees. The Union also recognizes its responsibilities to cooperate with the City in maintaining and improving a safe and healthful working environment. The parties agree to use their best efforts jointly to achieve these objectives. It is understood that reasonable safety rules of the City not inconsistent with Federal, State or Municipal Laws shall be complied with by all employees.

An employee shall not be assigned to any task abnormally dangerous or hazardous at the employee's place of employment. An abnormally dangerous or hazardous task shall be defined as those tasks, the dangers or hazards of which are identifiably and substantially greater than the dangers or hazards inherent to the usual performance of a given job, assignment, or task. This provision shall not be used, however, as an excuse to avoid undesirable or unpleasant work conditions or assignments.

In the interest of each employee's personal safety, the Union agrees to cooperate to the fullest extent with Management's safety and health measures and will impress upon its members the good and common sense of observing all safety procedures and requirements. Employees are required to notify their supervisors of hazardous conditions when he/she become aware or should have become aware of the hazardous condition. Employees are encouraged to make suggestions to correct these conditions to make the workplace safer for all employees and Head Start participants. To this end, the Employer will provide a safety form upon which an employee may notify management of safety items he/she desires to bring to the attention of the Employer. Cooperation in observing safety rules will result in a safer, more pleasant work environment. Failure to observe a safety rule is an unsafe practice and, as such, is subject to corrective disciplinary action.

### **3.11. Time Off for Union Meetings**

The Local President and the Secretary will be allowed time off work with pay for up to the equivalent hours of three (3) working days. Time off of one full day or more must be requested not less than seventy-two (72) hours in advance. Time off of less than one full day must be requested not less than twenty-four (24) hours in advance and must be taken in not less than two (2) hour increments. All such time off shall be for the purpose of conducting Union meetings for employees who are working during the regularly scheduled Union meeting.

### **3.12. Information provided to the Union**

Upon request each year the employer will send an electronic list of names and addresses of all employees covered under this agreement. These lists will be sent to AFSCME, 212 South First Street, Rockford, IL 61104.

### **3.13 New Employee Orientation**

The City of Rockford agrees to provide new employees at orientation an informational brochure with mutually agreeable content as well as a Union enrollment card, to be provided by the Union. The City shall also provide to all new hires whose positions are covered by this Collective Bargaining Agreement, a copy of said agreement. Each newly hired employee will be granted one-hour release time to attend a new employee orientation, at a regularly scheduled quarterly orientation, conducted by the UNION President or his/her designee. The UNION President shall be granted one-hour release time on a quarterly basis to conduct a new employee orientation of all new hires. The orientation shall take place during regular business hours and shall not under any circumstances result in overtime for the UNION president or designee, or the newly hired employee. Should the newly hired employee's supervisor determine that the release time of the employee for this meeting would be detrimental to operations, the employee will be released for the next quarterly meeting. The UNION shall schedule two quarterly sessions in advance. The City's Human Resources Department shall notify the UNION of new hires no later than their first day of work.

### **3.14 Labor-Management Meetings**

The parties endorse the practice of meetings between labor and management for the purpose of maintaining communications between the parties and in order to share information and ideas for the purpose of mutual problem solving.

The parties agree to hold periodic labor management meetings as necessary. Either party may request a meeting. AFSCME 1058-C shall establish a formal labor management committee with appropriate representation and annually notify management of its member composition. Upon request, meetings shall be scheduled in a timely manner but

not in a manner that would disrupt daily operations. Bargaining unit members shall be granted release time to attend Labor-Management meetings.

## **ARTICLE IV**

### **SENIORITY**

#### **4.1. Seniority**

Seniority is defined as an Employee's total length of continuous service with the CITY, measured from the most recent date of hire. An Employee shall be granted credit toward seniority while employed by the CITY but not covered by this Agreement. There shall be no accumulation of seniority during an unpaid Leave of Absence, or extension thereof, which exceeds thirty (30) days.

#### **4.2. Seniority in Grade**

Seniority in grade shall be interpreted to mean time in a classification of an Employee, measured from the date of appointment to his/her current job title plus any time employed by the City in a higher classification in that division.

#### **4.3. Seniority Lists**

A seniority list shall be compiled quarterly of all employees in accordance with length of service as an employee of the CITY OF ROCKFORD as determined by the personnel records. The seniority list will show name, start date, AFSCME range and step (pay grade) and current position title by Department and division and will be available for inspection in the Human Resources Department during working hours. A copy will be furnished to AFSCME.

#### **4.4. Loss of Seniority and Termination of Employment**

Seniority and the employment relationship shall be broken and terminated if the employee:

- A. Quits or retires;
- B. Is discharged for just cause;
- C. Is absent from work for three (3) consecutive working days without notification to the CITY unless the employee cannot notify the CITY because of a proven physical disability;
- D. Fails to advise the CITY of intent to return to work within ten (10) working days after receiving a notice of recall from lay off directed to the employee's last known address by certified mail, return receipt requested;

- E. Fails to return to work within ten (10) working days after notifying the CITY of intent to return to work after receipt of a notice of recall from lay off;
- F. Performs no work for the CITY for a period of time equal to the employee's seniority.
- G. Fails to report for work at the termination of a leave of absence or any authorized extension thereof.

#### **4.5. Equal Seniority**

In cases where two or more employees are hired on the same date, a lottery drawing will be held within ten (10) working days of the date of hire to determine total seniority ranking. The lottery shall be held in the presence of the employees, a representative of management and a representative of the local UNION.

#### **4.6. Reduction in Forces**

Should a reduction in the workforce be required due to lack of work, lack of funds, the closing of a classification, division, department or elimination of a position or positions, the Employer will meet with the UNION to discuss the action to be taken in effecting the reduction before making any final decision.

At this meeting the CITY will provide the UNION with the rationale for reduction in force and give the UNION the supporting data. The UNION may use this information to develop alternative approaches to achieving the same financial and/or organizational goals and present these alternatives to the Employer for discussion within two weeks after receiving the information from the Employer. See Memorandum of Agreement.

#### **4.7. Reduction In Force Procedures**

Any required reduction in the work force shall proceed as follows:

- A. Part-time, temporary and probationary employees within Head Start shall be laid off before regular Employees. Those Employees on probationary status as a result of promotion, however, shall be considered regular Employees with respect to this paragraph. For the purposes of bus drivers and cook aides this paragraph does not apply. These employees are covered according to 4.8 B.
- B. If further reductions are required within Head Start after all part-time, temporary and probationary employees have been laid off, the CITY shall determine the composition of the work force to be retained. The number of Employees in each classification shall then be reduced as necessary by laying off the Employees in that classification in reverse order of their

CITY seniority within a department as well as individual qualification to do the tasks required.

- C. An Employee subject to layoff may bump an Employee with less seniority who is in the same classification within Head Start.
- D. An Employee unable to exercise his/her seniority as provided in 4.8.C. above, may bump Employees with less seniority in the next lower classification(s) within Head Start.
- E. Any Employee who is "bumped" shall have the same rights to bump Employees in equal or lower classification(s) as outlined above. Employees exercising this option must possess the knowledge, skill and ability required to perform the job, as determined by the Department Head or his/her designee.
- F. Employees scheduled to be laid off in accordance with the above provisions will be given the opportunity to transfer to any vacant positions which might exist within Head Start, provided he/she possesses the knowledge, skill and abilities to do the work, as determined by the Department Head or his/her designee.
- G. Any Employees reduced by virtue of bumping will be placed in their former position provided a vacancy exists within Head Start based on seniority.
- H. This section shall not apply to seasonal breaks where no bargaining unit positions are eliminated during the seasonal break.

#### **4.8. Recall from Lay Off**

Employees laid off under the terms of this Article will have recall rights to bargaining unit positions for a period of one (1) year following layoff. See Memorandum of Agreement.

The following provisions shall apply to recalling bargaining unit employees:

- A. Laid off employees will be put on a recall list by City seniority and position classification in reverse order of their layoff;
- B. An Employee laid off from work shall retain his/her seniority and sick leave during such layoff. No benefits shall accrue during the layoff period.
- C. An Employee who removes his/her name from the recall list or fails to notify the Human Resources Department within ten (10) working days

from receipt of the Notice for Recall shall lose all prior seniority rights. The Notice of Recall for any employee who has been laid off shall be sent by certified mail to the last known address of the Employee. Employees on layoff shall forward any change of address to the Human Resources Department.

- D. The Employee is not obligated to accept a position lower than he/she occupied at the time of layoff.
- E. The Employee right to recall shall exist for one (1) year from the date of layoff.
- F. The Employer will not hire any new Employees in position classifications for which a recall list exists, if the Employee(s) on the recall list possess the knowledge skills and abilities to do the work, as determined by the Department Head or his/her designee, or unless all Employees on the list waive their right to recall to that position. New titles or classifications shall not be used to circumvent the intent of this Article.
- G. All recall lists will be made available to the UNION upon reasonable request within a reasonable period of time.
- H. This section shall not apply to seasonal breaks where no bargaining unit positions are eliminated during the seasonal break.

#### **4.9. Job Assignments**

The bid process shall not allow for changes between 49 week vs. 38 week positions. They are separate positions and the movement from one to the other is available only when a position is vacant.

- A. Head Start Staff (excluding bus drivers): New openings at a site will be filled annually during the bid period which shall be conducted during the first full week of May for the following school year. A seniority bid process will determine placement. New openings that occur on or after the annual bid process will be filled by new hires and the positions will be considered for bid the following year.

Management will retain the right to assign teaching staff to classrooms within a site. Management will retain the right to assign employees to a different site on a temporary basis to facilitate operations.

- B. Bus Drivers: New openings will be filled annually during the bid period which shall be conducted the first week staff returns from summer break for the current school year. A seniority bid process will determine placement. New openings that occur on or after the annual bid process

will be filled with new hires and the positions will be considered for bid the following year.

Management will retain the right to assign bus drivers to a site or a route on a temporary basis to facilitate operations.

**ARTICLE V**  
**JOB POSTINGS**

**5.1. Job Postings**

When a regular vacancy, that the CITY wishes to fill, occurs in a job classification covered by this Agreement, the CITY will post the vacancy for a period of seven (7) working days indicating that the position is vacant. The posting shall state the position classification, the current shift assignment, qualifications as required by the CITY, a general statement of the job duties and responsibilities and the rate of pay for the position. An employee may apply for a position by completing the job application. Any bargaining unit employee may apply for a vacant position. Only applications submitted within the time period shall be considered.

**5.2. Temporary Transfers / Assignments**

Documented temporary transfer of Employees outside of their classifications shall be permitted for the following reason.

- A. To replace absent employees who are in the classification
- B. To supplement the number of employees who are in the classification
- C. To train employees
- D. Bus Drivers serving as the second person in the classroom for ratio.

**5.3. Temporary Transfer Time Limits**

Temporary transfer may not exceed thirty (30) days except where the transferee replaces another employee absent due to leave of absence, vacation, illness, disability (of a duration of up to six months), or other unusual circumstances designated by the Department Head or his/her designee.

Employees, upon request, will be provided written documentation of out-of-class opportunity.

**5.4. Out of Class Pay**

An Employee temporarily assigned to a position classification in an equal or lower pay grade than his/her regular position classification shall be paid his/her regular rate. Whenever any Employee is assigned work normally done by those in a higher classification, the corresponding higher rate shall be paid retroactively to the first hour worked, when such assignment exceeds five (5) working days consecutively, and when the Employee shall also accept fully all of the responsibilities and obligations attendant upon the higher classification while on such assignment. There shall be no rotation of temporary assignments to circumvent this provision.

No out-of-class pay shall be paid to an employee while receiving training. For purposes of this section, "receiving training" shall mean being in the presence of an employee, designated as a trainer, for a specified time period. The trainer (individual providing the training) may qualify for out-of-class pay, if applicable, as outlined above.

## ARTICLE VI

### PROMOTIONS/DEMOTIONS AND DISCHARGE

#### 6.1. Promotions

The City of Rockford believes in equal opportunity for all and will employ and/or promote the best qualified persons to fill positions regardless of race, color, creed, sex, age or national origin. For purposes of promotions where the ability and qualifications to perform work are relatively equal, past job performance, performance evaluations, attendance, tardiness, training, testing, interviews, and seniority as determined by the CITY as defined in Article IV shall govern. The order of selection for promotion shall be as follows:

- A. Qualified applicants within Head Start
- B. Qualified applicants within the same department.
- C. Qualified applicants within City service.

It is understood and agreed that City Affirmative Action goals may impact upon the above selection process.

#### 6.2. Demotion

Demotion is assignment of an Employee to a vacant position in a position classification having a lower maximum salary than the classification from which the demotion was made. A Department Head or his/her designee may demote an Employee for substandard performance or for inability to perform all the duties of his/her position. Demotion to a vacant position (provided all parties agree) may be an alternative to dismissal. An Employee shall not be demoted to a position for which he/she is not qualified. Written notice of the demotion shall be given to the Employee and the Union at least three (3) calendar days before the effective date of the demotion.

Twelve (12) calendar days following the effective date of the demotion, the salary of such Employee shall be adjusted to that step of the new classification pay range nearest to, but less than, his/her current rate of pay.

#### 6.3. Discharge

A department head or his/her designee may discharge an employee for substandard performance or for the inability to perform the duties of the classified position. Discharge will be for just cause only.

## ARTICLE VII

### DISCIPLINE

#### 7.1. Discipline

The City agrees with the tenets of progressive and corrective discipline. While progressive discipline is preferable there are instances when a written notice, suspension or dismissal is clearly warranted for the first offense. Disciplinary action, therefore, may result in one of the following:

- A. Written Notice of Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Discharge

Written notices of oral reprimands will not be used for the purpose of progressive discipline after a period of twelve (12) months. Written reprimands will not be used for the purpose of progressive discipline after a period of eighteen (18) months. The stated time period for considering progressive discipline does not include time off for on-the-job injury, extended leave of absence, or illness which extends longer than ten (10) working days. Disciplinary action may be imposed upon an Employee only for just cause unless otherwise provided for in this agreement. An Employee shall not be demoted for disciplinary reasons. Discipline shall be initiated as soon as possible, but not more than five (5) working days after the City is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

The date upon which discipline commences may not exceed forty five (45) days after the completion of the pre-disciplinary meeting.

#### 7.2. Multiple Violations

Disciplinary violations, whether related or not, may be cause for more severe disciplinary action.

#### 7.3. Disciplinary Actions

When disciplinary action is contemplated by the employer the employer shall:

- A. Inform the employee of pending disciplinary action and the nature of the offense;
- B. Set a time and place for the disciplinary meeting; and
- C. Advise the employee that UNION representation may be present at the established meeting.
- D. Normally be done in a manner which will not embarrass the Employee before other Employees or the public.

#### **7.4. Notification of Disciplinary Action**

At the disciplinary meeting the City will furnish the employee with a clear, concise statement for the reasons of disciplinary action. The Employee and Union representative, if present, shall be given the opportunity to rebut or clarify the reasons for such discipline. After the rebuttal or clarification, the City shall determine to reduce or uphold the disciplinary action and inform the Employee and Union representative.

#### **7.5. Suspension Pending Discharge**

The CITY may suspend an employee for thirty (30) calendar days with or without pay pending the decision for discharge. If the Union desires to contest a discharge, it shall be initiated at the third step of the grievance procedure. In the event the City discharges an employee, the Union shall be immediately notified.

#### **7.6. Removal of Discipline**

An Employee shall have the right to review his/her personnel file and, in accordance with the Illinois Personnel Records Review Act, shall have the right to submit a personnel records correction to any records contained therein. Following eighteen (18) months from the date of any written warning or reprimand, the employee shall have the right to confer with the Human Resources Director or his/her designee regarding the continuing relevance or appropriateness of the document. The record shall then be removed if the Human Resources Director or his/her designee, after consultation with the affected Department Head, agrees that the discipline is no longer relevant or appropriate.

#### **7.7. Scheduling of Disciplinary Meetings**

If the Employee desires Union representation, the disciplinary meeting will be scheduled at a time mutually convenient to the Union representative, the Employee and the Management Representative.

## ARTICLE VIII

### HOURS OF WORK

#### 8.1. Work Day/Work Stopping Point:

- A. The established workweek shall begin at 12:01 a.m. Sunday, and extend to 12:00 midnight the following Saturday and shall consist of forty (40) hours. Regular part-time employees may be assigned to a workweek, which is less than forty (40) hours.
- B. Flex Time - An employee may submit a written proposal to their supervisor for a revision in their working schedule. This schedule must be feasible for the job site. Denials will not be subject to arbitration.
- C. The normal workweek is Monday through Friday.
- D. A workday shall consist of twenty-four (24) hours beginning at 12:01 a.m. and ending at 12:00 midnight and there shall be seven (7) workdays in a workweek.
- E. Employees will be paid every two (2) weeks.
- F. The general work schedules for Head Start Employees shall be set out in appendix B of this agreement. The City may modify work schedules from time-to-time; however, all such changes shall be made in a reasonable manner and notice shall be given to the Employee seven (7) working days before any change in work schedules are made.

#### 8.2. Recording Time

All employees are required to punch or record their own time at the beginning and at the end of each work shift and fill out any necessary work sheets. Non-Exempt Employees reporting late for work shall be docked for only the time missed rounded to the nearest fifteen- (15) minutes, unless a disciplinary suspension has been imposed.

#### 8.3. Lunch Periods

Lunch periods of sixty (60) minutes will be made part of the work schedule. Rest periods shall not be continuous to the lunch period. All established lunch periods will be deducted from the workday in determining the total hours worked. Employee and management may mutually agree to modify a lunch hour to accommodate occasional individual /operational needs.

#### **8.4. Physical Examinations**

Time missed by Employees for medical treatment and/or therapy for work related injuries/illnesses, or to take physical examinations that are required by the City, will be paid for as hours worked at straight time provided such scheduled medical appointment is approved in advance by the Human Resources Director or his/her designee within the Human Resources Department. The employee will be asked to bring a statement from the doctor if the time away from work exceeds two (2) hours. City agrees to pay for cost of physical exams that are required by the City.

#### **8.5 Break Time**

Employees shall be given a break during the workday as needed. Any break should be consistent with meeting minimal operational guidelines and regulations and where it can be accommodated.

#### **8.6 Overtime - Definition**

Non-exempt employees who are required to perform work in excess of forty (40) hours per week shall receive compensation at the rate of time and one-half. Overtime shall not be compounded nor paid on overtime. For purposes of overtime computation, vacation time, holidays, jury duty, and bereavement leave shall be considered as time worked. All overtime must receive prior supervisory approval.

#### **8.7 Overtime Calculations**

All calculations of overtime, time worked prior to or immediately following the employee's regular shift, shall be computed in no less than fifteen (15) minute increments. The excess of any overtime worked, which cannot be divided by fifteen (15) minutes shall be rounded to the nearest fifteen (15) minutes for the purposes of overtime calculations. The overtime will be documented on the employee's time card or time sheet.

#### **8.8 Compensatory Time**

Employees shall accumulate time off subject to the provisions of the Fair Labor Standards Act. All accumulated compensatory time over forty (40) hours shall be paid June 30<sup>th</sup> and December 31<sup>st</sup>. Any request for compensatory time off shall be submitted at least twenty-four (24) hours in advance. The Department Head or his/her designee shall authorize all compensatory time before it is taken after considering the operational needs of the department. When compensatory time is taken and increments of three (3) days or more in conjunction with vacation, the employee shall request such time at least one (1) week in advance.

**8.9 Compensatory Time ( Early Head Start Home Visitor Teachers only)**

Effective with the start of each school year Early Head Start Home Visitor Teachers will receive sixteen (16) hours of compensatory time, which shall be used during the current school year, in no less than one (1) hour increments, subject to the applicable FLSA rules and supervisory approval. Any hours not used by the conclusion of the current school year will be forfeited. Compensatory time of newly hired employees shall be pro-rated based on the month the new employee begins employment with the City.

## ARTICLE IX

### GRIEVANCE PROCEDURE

#### 9.1. Definition

- A. A grievance is defined as any dispute or controversy between the City and the Union or between the City and any employee covered by this Agreement concerning the application or interpretation of this Agreement, or the discipline or discharge of any Employee. Every attempt will be made to keep the grievance procedure free of non-meritorious grievances.
- B. Grievances may be processed by the Union on behalf of an Employee or on behalf of a group of Employees having similar or identical grievances, setting forth name(s) or group(s) of Employee(s). Either party may have the grievant or one grievant representing a group grievance present at any step of the grievance procedure, and the Employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of Employees shall be made applicable to the appropriate Employees within that group.

#### 9.2. Timing for Filing a Grievance

A grievance shall be barred and not considered if based upon a condition or event that has or has not occurred during the ten (10) working days immediately prior to the date on which the employee knew of the event.

#### 9.3. Procedure

The CITY and the UNION agree to the following exclusive procedures of presenting and adjusting grievances, which must be processed in accordance with the following steps, time limits and conditions. Both parties to this Agreement believe that better Employee relationships are promoted by an exchange of ideas and a discussion of mutual problems in a timely manner. The parties further agree that the purpose of this procedure is the resolution of disputes defined in 9.1.A. at the earliest possible step in the grievance procedure.

Step One Following the procedure above, an employee and/or a Union Official may initiate the grievance process by notifying in writing the Head Start Director or his or her designee within ten (10) working days after the event or condition which gave rise to the grievance. In the event a grievance develops, the employee will continue to perform their assigned duties and grieve their complaint later. The City will operate under a "work now grieve later" condition. A written presentation of the grievance should be made by the employee and/or a Union Official to the Head Start Director or his or her designee. The Head Start Director or his or her designee will meet with the employee and Union

Official and attempt to resolve the grievance. The Head Start Director or his or her designee shall respond in writing to the employee's and/or Union Official's presentation within five (5) working days. If this matter is not resolved, the Union Official should proceed to step two.

Step Two If the response of the Head Start Director or his or her designee in Step One is not satisfactory the Union Official, shall present the written grievance and response from Step One to the department head or his/her designee within five (5) working days after the receipt of the answer in Step One. The grievance at this step will be in writing and signed by the employee and/or Union Official. The grievance shall set forth the facts of the dispute; the remedy sought and shall refer to the specific provision or provisions of the contract alleged to have been violated. Only one subject matter shall be covered in any one grievance and the subject matter may not change during the course of the grievance procedure outlined herein.

The department head may investigate the grievance and shall schedule a conference with the Employee within ten (10) working days. The department head or his/her designee will prepare a written response to the employee and/or Union Official within ten (10) working days after the Step Two meeting. The response will be given to the Union Official.

Step Three If the response of the department head to the Union in Step Two is not satisfactory, the Union may present the written grievance from Step Two to the Director of Human Resources or his or her designee within five (5) working days after receipt of the answer in Step Two. The Director of Human Resources or his or her designee shall have a conference with the employee and other employees as necessary to fully review the employee's grievance. Said conference shall be held within fifteen (15) working days of the receipt of the grievance. The Director of Human Resources or his or her designee shall prepare a written response to the employee within twenty (20) working days of the final conference. The response will be given to the Union Official.

In the event that the Director of Human Resources or his or her designee fails to respond to a grievance within twenty (20) days as provided above, the Union shall have five (5) business days to deliver written notice to the Director of Human Resources of such failure. After receipt of such notice the Director of Human Resources shall have five (5) business days in which to furnish a response or the grievance shall be deemed sustained, and the requested adjustment shall be made to the grievant. Any grievance that is sustained pursuant to this paragraph shall be on a non-precedent setting basis. In order for a grievance to be eligible to be automatically sustained, the grievance must meet the requirements outlined in the grievance procedure above, and shall be clear and specific as to the adjustment sought.

#### **9.4 Arbitration**

If the Director of Human Resources' written response in Step Three does not satisfactorily dispose of the dispute, the grievance may be appealed to arbitration by the

Union. Such appeal must be requested within thirty (30) calendar days after the date of the Step III response. Only the Union or the Employer, and not individual employee(s) can submit a demand for arbitration.

Both the Union and City agree to establish a permanent roster of four (4) arbitrators who will hear arbitration cases on a rotating basis in order of date/time received in the Human Resources Department. The arbitrator roster shall be selected by a striking process through separate panels of seven (7) named arbitrators. For each panel, both the Union and the City have the right to reject the panel once. The Union will strike first on the First and Third arbitrator to be selected, and the City will strike first on the Second and Fourth Arbitrator to be selected. All arbitrators submitted on the panel for selection shall be accredited with the American Arbitration Association.

The Roster of Arbitrators will be listed in alphabetical order and such list will be retained by both the Employer and Union. Arbitrators will be designated by the parties in alphabetical rotating order. The designated arbitrator must be notified within seven (7) working days after the date the notice of the appeal request was presented by the Union to the Human Resources Department. If the designated arbitrator is unavailable to hear the grievance within sixty (60) calendar days from the date of notice, the next arbitrator in rotating order shall be chosen, and so on until a selection has been made.

The parties may mutually agree not to use a particular arbitrator for a specific case, or to select an arbitrator who is not on the roster. The term for each arbitrator shall not exceed two (2) calendar years. For the initial panel, the first and second arbitrator selected shall serve a three- (3) year term, and the third and fourth arbitrator shall serve a two- (2) year term. The removal of an arbitrator shall not interfere with any arbitration cases already designated. The parties may mutually agree at any time to remove any arbitrator from the Roster. The selection of a new arbitrator shall be in accordance with the above described selection process.

Arbitration shall be conducted in accordance with the American Association Rules for Expedited Arbitration, except as amended in this agreement, subject to the following conditions:

- A. The arbitrator has no authority to change an existing wage rate, establish a new wage rate, or rule on the city's right to manage or direct its workforce unless this Agreement contains a specific and explicit limitation of such right and the arbitrator may not infer from any provision of this Agreement any limitations of such rights.
- B. The arbitrator shall not add to, subtract from, ignore, or change any of the provisions of this Agreement.
- C. Each party shall furnish to the arbitrator and to the other party whatever facts or materials the arbitrator may require to properly weigh the merits of the grievance being arbitrated, provided, however, that such facts or

materials must have been presented and discussed during the grievance procedure preceding arbitration.

- D. Both parties shall equally share the cost and expenses of the arbitration proceedings, including transcript fees and fees of the arbitrator.
- E. The arbitrator's decision on an arbitrable matter within his/her authority shall be final and binding on both parties.

If either party wishes to submit a post hearing brief for a particular grievance, it shall notify the other party prior to the designation of an arbitrator. In the event of the filing of briefs, the arbitrator shall render his/her decision within thirty (30) calendar days after the agreed upon submittal date for the filing of briefs.

#### **9.5. The Effect of Time Limits**

The parties agree to follow each of the foregoing steps in the processing of a grievance; and if in any step, the CITY'S representative fails to give their written answer within the time limit, the grievance shall automatically be transferred to the next step. Any grievance not moved by the UNION to the next step within the time limits provided following the CITY'S answer will be considered settled on the basis of the CITY'S last answer. Extensions of days to answer or move a grievance or hold a meeting may be allowed by mutual agreement (in writing).

#### **9.6. Release Time**

During the grievance meeting and during the arbitration hearing the grievant, a designated representative from the Union and any pertinent Employee witnesses shall, during working time, be granted release time and time spent in such attendance shall be counted as time worked. There shall be no release time granted to Employees for investigating grievances, unless mutually agreed to subject to the provisions in Section 3.9. Union Access.

#### **9.7. General Provisions**

All documents upon which the past grievance decision was based, shall be provided prior to the next step of the grievance procedure.

**ARTICLE X**  
**HOLIDAYS**

**10.1. General**

Holidays with pay, as provided herein, are listed below:

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday of January
3. President's Day
4. Good Friday - four (4) hours p.m.
5. Memorial Day
6. Independence Day (July 4)
7. Labor Day (first Monday in September)
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Friday after Thanksgiving Day
12. Christmas Eve
13. Christmas Day (December 25)

The Mayor may declare additional holidays when it is deemed in the best interest of the City and consistent with good business practice.

Whenever a holiday falls on Sunday, such holiday will be observed on the following Monday; whenever a holiday falls on a Saturday, it will be observed on the preceding Friday.

## **10.2. Eligibility**

A regular full-time or part-time employee shall be eligible for holiday pay if the employee has been in the employ of the City for at least thirty (30) days and work their full schedule of hours on the last scheduled work day before the holiday and must work the first scheduled work day after the holiday; provided, however, that absence on either such day caused by any of the following conditions shall not result in disqualification:

- A. Illness which is substantiated by a doctor's certificate where required by the Department Head or his/her designee.
- B. Death in the immediate family as defined by Bereavement Leave within this contract.
- C. Appearance in Court on City business, jury duty, or by official order of a government agency.
- D. Employees who are on vacation or compensatory time off.
- E. Time off for official Union business when requested by the Union president and authorized by the City.

## **10.3. Holiday Pay**

Eligible full-time and part-time employees who qualify shall receive holiday pay for those holidays falling on regularly scheduled workdays of the Employee as defined in Article 10.1. The pay shall be the number of hours in the shift they work times their straight hourly rate in effect on the holiday.

## ARTICLE XI

### VACATIONS

#### 11.1. Vacation Schedule

Vacation for regular full-time employees shall be allowed as indicated below based on continuous, uninterrupted employment pursuant to Article IV, Seniority. Vacation shall accumulate as follows:

<u>Length of Employment</u>	<u>Vacation Earned</u>
<b>Exempt Employees</b>	
First full month through 14 years	10.00 hours/month (120 hours)
Start of 15 <sup>th</sup> year through 24 full years	13.333 hours/month (160 hours)
Start of 25 <sup>th</sup> year and over	16.667 hours/month (200 hours)
<b>Non-Exempt Employees</b>	
First full month through 8 full years	6.667 hours per month (80 hours)
Start of 9 <sup>th</sup> year through 14 full years	10 hours per month (120 hours)
Start of 15 <sup>th</sup> year through 24 full years	13.333 hours per month (160 hours)
Start of 25 <sup>th</sup> year and over	16.667 hours per month (200 hours)

Vacation requests must be made in advance to the supervisor. Seniority will be used in determining vacation approval, however, where conflicts arise, the date of the request submittal shall prevail. Vacation periods must be taken in no less than one half (1/2) day increments. Two weeks prior approval of the supervisor is required for use of vacation requests of more than two (2) days. The supervisor or designee shall, upon receipt of a vacation request for more than two (2) days, respond within seven (7) calendar days. Vacation request for two (2) days or less, must be presented no less than twenty-four (24) hours in advance. All vacation requests must be submitted in writing.

All vacation time should be taken by the end of the calendar year after which it is earned. Employees failing to take earned vacation accrued beyond two year's shall forfeit future vacation accrual.

No Employee shall be paid vacation time in lieu of taking time off. The hourly rate in effect for the pay period prior to the commencement of the Employee's vacation shall be utilized in calculating vacation pay. Vacation pay shall be available no later than three (3) days prior to the commencement of the Employee's vacation.

### **11.2. Separation from Service**

A regular full-time or regular part-time Employee with at least one (1) year of seniority upon retirement, being laid off or leaving City service shall be entitled to vacation pay for vacation earned but not received as of the date of separation.

### **11.3. New Employees**

Newly hired or rehired employees may accrue vacation leave during their probation period, but may not utilize such until successful completion of their probationary period or after six months from date of hire, whichever is shorter. Any requested time off during this period shall be unpaid and require approval in accordance with the above.

## ARTICLE XII

### LEAVES OF ABSENCE

#### 12.1 Unpaid Leaves of Absence

Unpaid leaves of absence as set forth in the Rules & Regulations of the City of Rockford are accepted by the parties for the following types of leave. If unpaid leave changes during the term of this agreement, the Union reserves the right to negotiate these six types of leave.

Section XXV.	Rules & Regulations of the City of Rockford
III (a)	General
III (c)	Military
III (f)	Maternity
III (g)	Educational
III (h)	Job Related Disability Leave
III (i)	Non-Job Related Disability Leave
III (j)	Family Medical Leave

#### 12.2 Paid Leaves of Absence

- A. Jury Duty: Regular full-time employees shall be paid the difference between their regular straight time wages and that received while serving on jury duty in a court of record in the State of Illinois. If jury pay is turned into the CITY, the employee will receive his/her regular straight time weekly pay.
- B. Bereavement: Where there is a death in a regular full-time employee's immediate family, the employee shall be granted three (3) consecutive scheduled workdays off, with pay for the bereavement of a member of the employee's immediate family. "Immediate Family" shall include: father, mother, spouse, children, step-children, grandchildren, grandparents, grandparents of spouse, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, step-parents, step-siblings or step-grandchildren. Additionally, the department head or his/her designee may in his/her discretion, authorize time off without pay, or if the employee chooses, use of accumulated paid benefit time (excluding sick leave, unless the employee qualifies under 13.2 (c)). Such authorization shall not be unreasonably denied.
- C. Sick Leave: All regular full-time employees shall earn sick leave with pay at the rate of eight (8) hours per month on an accrual basis for each month of service beginning thirty (30) days after the date of hire. Sick leave shall

be authorized for absence from duty because of personal illness, legal quarantine, illness in their immediate family, or for doctor/dentist appointments.

Before sick leave will be granted, the Employee must contact the designated person in his/her department no later than one-half (1/2) hour before he/she was to report for work, and he/she may be required to submit a statement on his/her return to work indicating the nature of the illness. After three (3) consecutive days of absence or two (2) separate occurrences of absence within a thirty (30) calendar day period, the Employee may be required to submit a certificate signed by a physician stating the nature and extent of the Employee's disability.

### **12.3. Accumulation**

Sick leave may be accumulated to a maximum of 1,000 hours. Upon death or retirement the employee, as defined by IMRF, is entitled to receive payment for 75% of their accumulated sick leave, not to exceed 600 hours. In the event of an employee's death this payment shall go to the employee's estate.

### **12.4. Personal Leave**

All regular full-time employees covered under this agreement shall be allowed up to sixteen (16) hours personal leave in each calendar year, to be deducted from their sick leave accrual balance. For new hires and rehires, Personal Leave shall be credited in four (4.0) hour increments based on the beginning of the next calendar quarter following their date of hire.

Use of such personal leave shall be subject to the following conditions:

- A. Personal leave shall be subject to prior approval of the department head or his/her designee.
- B. The employee must give the employer one- (1) days notice prior to taking personal leave.
- C. Personal leave may be taken in no less than one-hour increments.
- D. If the employee does not use the personal leave in the calendar year, the right to the use of the accumulated sick hours for this purpose is lost, however any unused personal hours shall roll back to sick hours.

In the event of a bona fide emergency, a department head, or his/her designee, at his/her discretion, may waive the one- (1) day notice as required in 13.5.B, above.

## **ARTICLE XIII**

### **WAGES**

#### **13.1 Wage Plan**

Appendix "C" attached hereto displays the starting base rate of pay for position covered under this agreement from January 1, 2017 through December 31, 2023.

Effective January 1, 2017, AFSCME C employees shall receive a wage increase only in the event that non-union Head Start employees receive a wage increase from Head Start funds. Said wage increase shall be equal to the non-union wage increase.

The Union recognizes and agrees that the City of Rockford Head Start Program shall remain one hundred percent (100%) grant funded and shall not be supplemented by the General Fund.

## ARTICLE XIV

### INSURANCE

#### 14.1. Insurance Benefit

The payment of these benefits constitutes the sole liability and responsibility of the City with regard to 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, in an ongoing basis, continue to review health insurance and health-related issues and make recommendations to the City regarding the City's Health Plan. The City reserves the right to change insurance carriers, self-insure or implement cost containment features so long as the overall coverage available to employee's employed on the date of this Agreement is substantially the same. The City may implement annual changes in Plan Providers and Prescription Drug Vendors to pursue savings on a notice and consult basis, so long as coverage does not substantially change. Any changes in coverage shall be subject to collective bargaining negotiations and prior to any implementation of plan changes then respective bargaining units must notify the City of their acceptance of such changes or reach an agreement through collective bargaining with the City.

#### 14.2. Coverage and Contributions

##### CITY OF ROCKFORD HEALTH PLAN

PPO PLAN 2010	Annual EE Contribution with Discount	Payroll EE Contribution with Discount	Payroll EE Contribution w/o Discount	Annual Deductible In-network	Annual Out of Pocket In-network
Single	\$650	\$25	\$27.50	\$400	\$1,200
Plus One	\$1,300	\$50	\$55.00	\$800	\$2,400
Family	\$1,950	\$75	\$82.50	\$1,200	\$3,600

HSA PLAN 2009	Annual EE Contribution	Payroll EE Contribution	Annual Deductible In-network	Annual Out of Pocket In-network
Single	\$130	\$5	\$1,500	\$3,000
Plus One	\$260	\$10	\$3,000	\$6,000
Family	\$390	\$15	\$3,000	\$6,000

Effective January 1, 2015 through December 31, 2016:

The City's Preferred Provider Plan (PPO) premium to retirees as presently calculated shall serve as the basis for determining the employee contribution to the plan. The employee contribution rate shall be 10% of the retiree premium; however, for 2015 and 2016, the employee contribution shall not exceed the amounts charged in 2009 and 2010 (listed in the charts above). The employee contributions for the Preferred Provider Plan (PPO) also reflect an additional 10% to contribution for employees not participating in the minimum wellness requirements. Employee contributions shall be satisfied through payroll deduction.

Employees shall also not see an increase in premium contributions or deductibles until such time that premium contributions and/or deductibles paid by PB&PA Unit #6 and IAFF Local 413 personnel have reached and exceeded the level currently paid by AFSCME-C employees. The contribution and deductible changes shall not be applied retroactively. If the premium contributions and/or deductible paid by the PB&PA Unit #6 and IAFF Local 413 personnel have reached and exceed the level paid by AFSCME-C employees, the increase in premium contributions and/or deductibles shall be bargained.

1. City will contribute \$750 to HSA accounts on Single coverage and \$1,500 to HSA accounts on Plus One and Family coverage as soon as possible after the first day of each plan year.
2. PPO Plan Participants will incur a 10% contribution surcharge if not participating in the Wellness Plan.
3. In-network coinsurance is 90/10 for the PPO, 80/20 for the HSA. Out-of-network deductible and out-of-pocket are double the annual in-network amounts. Out-of-network co-insurance is 60/40 for both plans.

The wellness plan is mandatory for the HSA plan participants. Deductibles for the HSA plan are subject to any change required by modification to federal regulations. The Qualified High Deductible Plan (HSA) is subject to federal regulation; therefore, the City may be compelled to alter deductible, out of pocket maximums, and other aspects of the plan as such regulation(s) may indicate. The City will give notice of any mandatory HSA plan changes prior to implementation, but would negotiate on any non-mandatory plan changes prior to making any change affecting coverage, benefit levels or employee contributions.

The City will impose a twenty five dollar (\$25.00) Office Visit Co-pay for visits outside of the Wellness Center. However, employees shall not be required to pay the Office Visit Co-pay until such time that PB&PA Unit #6 and IAFF Local 413 have reached an agreement to pay the Office Visit Co-pay.

### **14.3 Network Options**

BlueCross/Blue Shield of Illinois (BCBS) shall serve as the network for the City. The change from the ECOH Network to BCBS was effective January 1, 2011. Inpatient and

ancillary services provided by OSF St. Anthony will be at 100% with no deductible. Rockford Memorial Hospital is a non-network facility. For the year 2011 only, facility expenses incurred shall be paid as if the hospital were an in-network provider.

#### **14.4. Alternative Health Plans**

##### **HMO**

The City may offer a health maintenance organization (HMO) to non-union personnel, to employees by bargaining unit or individually. Knowing that regulation, cost, marketplace, and employee satisfaction change from time to time, the City may cease to offer an HMO. HMO Employee Contribution remains to be determined.

##### **Fully Insured Option**

The City may select a Fully Insured option to non-union personnel, or to employees by bargaining unit or individually. Knowing that regulation, cost, marketplace, and employee satisfaction change from time to time, the City may cease to offer a fully insured option. Fully Insured Option Employee Contribution remains to be determined.

##### **Plan Options**

The City may offer alternative plan options to other bargaining units. However, any plan option offered to non-union personnel shall also be offered to AFSCME-C union members.

#### **14.5. Wellness Plan**

Effective January 1, 2007, a Wellness Plan shall be established to invest in prevention through measurement, education and reward. Employee contributions when enrolled in the health insurance plan are indexed to participation in the City's wellness plan. Activities and events in the wellness plan may include but are not be limited to:

- Health Risk Assessment (HRA)
- Biometric and Blood Pressure Screenings
- Wellness Fair
- Health Related Education and Fitness Events
- Smoking Cessation

The City may also be entitled to offer additional rewards through offerings unique to the HSA Plan participants.

The Health 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.

#### **14.6. Chiropractic Limit**

The annual limit on chiropractic care is limited to 40 visits per covered member.

#### **14.7. Dental**

The City may implement a dental PPO with decreased benefit levels for out of network services. Effective January 1, 2007 through December 31, 2009, dental coverage will remain at fifty percent (50%) for non-preventative dental work, but the City shall institute a one hundred dollar (\$100.00) deductible per participant, not to exceed three hundred dollars (\$300.00) per family. There will be an annual maximum on dental work of three thousand dollars (\$3,000.00) per participant. Coverage for preventative dental care, i.e. paid dental cleaning two (2) times per calendar year, will remain unchanged. Effective January 1, 2007 through December 31, 2009, a lifetime orthodontia limit of three thousand dollars (\$3,000.00) per participant will be instituted.

Effective January 1, 2015, the City may implement a dental Preferred Provider Network with increased benefits with in-network providers. Dental coverage will be per the chart below.

<b>Dental 2015</b>	<b>In-Network Coverage</b>	<b>Out-of-Network Coverage</b>
Preventive	100%	100%
Basic	80%	50%
Major	50%	50%
Orthodontia	50%	50%

The annual deductible of one hundred dollars (\$100.00) per participant, not to exceed three hundred dollars (\$300.00) per family, shall remain. Preventive dental care remains at two (2) times per calendar year. The annual maximum on dental work shall be three thousand dollars (\$3,000.00) in-network and one thousand five hundred dollars (\$1,500.00) out-of-network. Out-of-network service shall remain subject to Usual & Customary allowances. Lifetime orthodontia limit remains at three thousand dollars (\$3,000.00).

#### **14.8. Life Insurance**

The City shall provide each eligible employee with a paid twenty-five thousand dollar (\$25,000.00) group term life insurance and an additional \$50,000 Accidental Death & Dismemberment. The City shall provide, at the employee's expense, optional supplemental group term life insurance in increments of ten thousand dollars (\$10,000.00) to a maximum of three hundred thousand dollars (\$300,000.00). Upon the initial opportunity for a new employee to enroll in the supplemental group term life

insurance, one hundred and fifty thousand dollars (\$150,000.00) is available without evidence of insurability.

#### **14.9 Voluntary Benefits**

The City may offer employees access to an array of voluntary benefits. There may be a special voluntary benefit enrollment. If so, it is expected that each employee will indicate in writing their interest in the voluntary benefit(s) offered.

#### **14.10 Enrollment**

The City shall hold an open enrollment period each year allowing employees to enroll in and/or change benefit elections to be effective the following January 1st. Employees will be required to submit the appropriate documents by the close of the enrollment period. Mid-year enrollments may occur and shall be subject to the same requirements.

#### **14.11 2018-2023 Comprehensive Wellness Program**

The Comprehensive Wellness Program shall be in effect from January 18, 2018, until May 30, 2018. Employees who complete the following during said time period will be eligible for the \$100 Pilot Comprehensive Wellness Program bonus: (1) submit to a comprehensive exam at the Wellness Center, including the follow-up visit; and (2) complete the online assessment. Employees will be allowed two (2) hours of compensatory time for the comprehensive exam, provided that the compensatory time is approved in advance with the operational supervisor, subject to operational concerns.

#### **2019-2023 Comprehensive Wellness Program**

To be eligible for a \$100 pilot Comprehensive Wellness Program bonus, employees must complete the following within 12 months of January 1, 2019, and each subsequent year of this contract (not to exceed beyond 2023 unless mutually agreed to by the parties):

- Employees must submit to a comprehensive exam at the wellness center, including the follow-up visit;
- Employees must also complete the online assessment;
- Employees will be allowed two hours of compensatory time for the comprehensive exam, provided that the compensatory time is approved in advance with the operational supervisor, subject to operational concerns;

#### **14.12 Pre-Certification**

Employees covered under this Bargaining Agreement shall conform to the Pre-Certification requirements as currently in place for other City employees.

### **14.13. Prescription Program**

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 level described in 15.3 (90/10).

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 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 name brand drugs that are part of the formulary list shall be \$30.00. Where the actual cost of the prescription is less than thirty dollars (\$30.00) the actual cost shall apply.
3. The employee co-pay for brand name drugs that are not on the formulary list and Special Pharmacy medications shall be \$50.00. Covered members filling prescriptions for specialty medications will do so through the City's specialty pharmacy program. Where the actual cost of the prescription is less than fifty (\$50.00) the actual cost shall apply.
4. The co-pay provisions apply to prescriptions in 30-day increments. Maintenance drugs/prescriptions may continue to be issued in 90-day increments; however, if filled at a retail pharmacy, three (3) individual co-pays shall apply. Maintenance drugs/prescriptions issued as a 90-day supply via mail order shall be limited to two (2) co-pays.

### **14.14. Flexible Spending Account**

The City shall provide flexible spending accounts under Section 125 of the IRS Code commonly known as Flexible Benefits at no charge to the employee.

The City shall provide a voluntary Vision Benefit Plan through a Section 125 plan with premiums deducted on a pre-tax basis.

### **14.15 Changes in Benefits**

For the duration of this Agreement, the City guarantees that there will be no reduction in insurance benefits provided for employees represented by this Agreement.

## ARTICLE XV

### LOCKOUT AND STRIKES

#### 15.1. Lockout

No lockout of Employees shall be instituted by the City while this Agreement is in effect.

#### 15.2. Strikes

No strikes of any kind, work interruption, or group absenteeism shall be called, caused, sanctioned, or condoned by the Union while this Agreement is in effect. Any violations of this Article by the Union will result in the immediate termination of this Agreement. Employees who participate in any such actions will be disciplined in accordance with the Rules and Regulations of the City of Rockford.

In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable effective and affirmative action as determined by the Union to secure the members' return to work as promptly as possible.

Any or all of the Employees who violated any of the provisions of this section may be discharged 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.

## **ARTICLE XVI**

### **MISCELLANEOUS**

#### **16.1. Entire Agreement**

This Agreement contains all the understandings reached by the parties after collective bargaining. It is the only written document between the parties and will be prepared for distribution to the Employees. Its specific provisions, which become effective as set forth herein, supersede all previous relationships (except as provided in City Ordinances and in the City of Rockford Personnel Rules & Regulations) between the City and the Employees. The Agreement may be altered only as provided for herein.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

#### **16.2 Non-Discrimination**

The City and the Union agree that the provisions of this Agreement shall be applied to the Employees without regard to race, color, creed, sex, age, marital status, national origin, disability, religion, sexual orientation, political party members, or membership or non-membership in the Union.

#### **16.3 Savings Clause**

Should any Article, or portion thereof, of this Agreement be held unlawful or unenforceable by any court or governmental administrative agency of competent and final jurisdiction under legislation, State or Federal, in effect on the effective date hereof, such decision of such court or agency shall apply only to that specific Article, or portion thereof, and shall not invalidate any other provision of this Agreement.

#### **16.4 Contracting Out**

- A. The City reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy or other related factors.
- B. The City agrees that upon formal consideration to contract out any work performed by bargaining Employees which would affect the job security or classification status of such Employees, it shall:

1. Provide reasonable advanced notice in writing, to the Union.
2. Meet with the Union for the purposes of discussing the reasons for its proposal. At this meeting the City will provide the Union with the rationale for contracting out and give the Union the supporting data. The Union may use this information to develop alternative approaches to achieving the same financial and/or organizational goals and present these alternatives to the Employer for discussion within two (2) weeks after receiving the information from the Employer.
3. Any Employee(s) whose position will be eliminated due to contracting work out will be subject to the provisions of Article IV Reduction in Forces, of this Agreement.

#### **16.5. Copies of Agreement**

The City shall provide copies of this Agreement to all members of the Bargaining Unit.

#### **16.6. City of Rockford Rules & Regulations; Departmental Work Rules.**

The parties to this Agreement agree to recognize and be bound by the document entitled "City of Rockford Personnel Rules & Regulations." Where inconsistencies occur between the provisions of this Collective Bargaining Agreement and provisions of the City of Rockford Personnel Rules & Regulations, or any other policies and work rules, the provisions of this Agreement shall govern to the extent of the inconsistency. In all cases where the Federal, State or Local, statutes regulations, rules or ordinances are inconsistent with the City of Rockford Personnel Rules & Regulations and/ or this contract, the Federal, State or Local, statutes, regulations, rules or ordinances shall prevail. The City agrees to provide the Union with a copy of the City of Rockford Personnel Rules & Regulations in effect at the time this Agreement is signed. The City further agrees to notify the Union of any proposed changes in the Personnel Rules & Regulations ten (10) calendar days prior to their being submitted to the City Council for adoption.

Individual departments will submit any change in departmental personnel rules ten (10) calendar days prior to scheduled implementation.

It is further understood and agreed that alleged violations of this Collective Bargaining Agreement are to be pursued through the provisions of Article IX, Grievance Procedure. Questions or disputes regarding the application of the City of Rockford Personnel Rules & Regulations that are not specifically addressed in this Agreement are subject to the grievance procedure contained in this Collective Bargaining Agreement with the exception of Section V, Classification. Parallel appeals through the contractual grievance procedure and the appeal procedure set forth in the City of Rockford Rules & Regulations shall not be allowed.

#### **16.7. Indemnification-Legal Counsel**

Whenever any Employee is involved in an incident which gives rise to potential civil liability for actions arising in the scope of his/her employment, the City agrees to furnish the employee counsel from the City of Rockford Department of Law.

In the event the Legal Director determines that the employee should be represented by outside counsel, the City agrees to furnish the employee counsel mutually agreed upon by the City and the employee.

Counsel shall be provided through all states of litigation 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 or federal law.

#### **16.8. Loss of Driver's License**

This clause applies to those employees whose job requires a valid driver's license. Any employee who has his/her driver's license suspended or revoked, has the responsibility to immediately notify his/her supervisor. The employee must state in writing the reason for the revocation/suspension, and the expected time period at which his/her driver's license will be made active. Any employee having his/her license revoked shall be immediately discharged if there is no position into which the employee may be placed for which the employee is qualified.

The obtaining of an active driver's work permit meeting the employee's license requirements will be considered sufficient.

#### **16.9. School Bus Driver Endorsements/C.D.L. Requirements**

Any employee in the classification of Head Start Bus Driver only, shall be required to complete and maintain all School Bus Driver Endorsements and CDL requirements as provided by law including random and annual drug testing. Any failure to do so will result in the employee being discharged, including for testing positive in a random drug test. Upon an employee's successful completion/renewal of a CDL and School Bus Driver permit, the City will reimburse for those expenses. The City will reimburse active employees for CDL renewal fees during the time they are active an employee with the City.

#### **16.10. Criminal Background Checks**

The City shall perform criminal background checks on all positions as required by Federal, State, Local statues, regulations or rules, or the City's Rules and regulations. It is understood that criminal background checks will be used in the hiring process as well as a disqualification as required by law.

Should any employee fail, at any time, to comply or is otherwise disqualified by a Federal, State or Local statute, regulation, rule or ordinance then said employee shall be subject to discharge even if the employee has completed the probationary period. Discharge pursuant to this paragraph shall not be subject to the grievance procedure.

#### **16.11 Residency**

1. Effective June 1, 2018 all newly hired employees shall live within the municipal boundaries of City of Rockford within six (6) months of their completion of their introductory period.
2. Employees hired prior to January 1, 1984 shall be subject to any residency requirement in effect at that time.
3. Employees hired from January 2, 1984 to May 31, 2018 shall reside anywhere in Winnebago County or anywhere within fifteen (15) miles of the Winnebago County Public Safety Building or City Hall within six (6) months of completion of their introductory period.

#### **16.12 Child Development Accreditation (CDA) Requirement(s)**

Effective January 1, 2008, new hire candidates who have not previously obtained a CDA or who do not otherwise meet the minimum requirements for Head Teacher and Assistant Teacher positions will not be considered for hire.

**ARTICLE XVII**

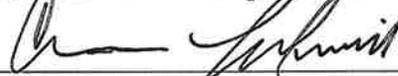
**TERMINATION**

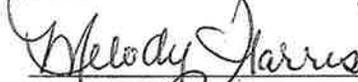
This Agreement shall be effective as of January 1, 2017 and shall remain in effect until midnight, December 31, 2023, and shall continue hereafter in full force and effect from year to year unless written notice of desire to terminate or amend this Agreement is given by either party to the other on or before October 1, 2023, or any succeeding October 1. The Union shall serve the above notice on the Director of Human Resources. The City of Rockford shall serve the above notice on the President of the Union.

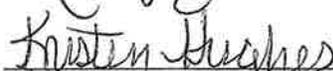
In the event that the above notification is given, the parties agree to enter into negotiations no later than October 15th of the year in which the notice is served. If negotiations have not been satisfactorily completed at the anniversary date, neither party may terminate the Agreement unless it gives 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.

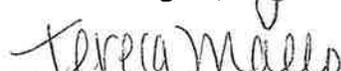
LOCAL #1058, COUNCIL 31  
AMERICAN FEDERATION OF STATE,  
COUNTRY AND MUNICIPAL  
EMPLOYEES

  
Jay Ferraro, Chief Spokesperson  
Council 31, Staff Representative

  
Christina Loudermilk, President of Local  
1058

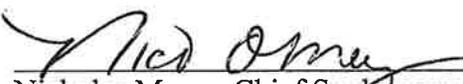
  
Melody Harris, Negotiating Committee

  
Kristen Hughes, Negotiating Committee

  
Teresa Mallo, Negotiating Committee

  
Traci Madison, Negotiating Committee

CITY OF ROCKFORD, A MUNICIPAL  
CORPORATION

  
Nicholas Meyer, Chief Spokesperson  
Legal Director

APPENDICES  
AND  
MEMORANDUM OF UNDERSTANDINGS

Appendix A: List of Classifications

Appendix B: Head Start Positions/Schedules

Appendix C: Minimum Starting Base Rate Effective January 1, 2017 to December 31, 2023

MOU With Regard to Program Aides

MOA With Regard to Head Start Program Structure

MOU With Regard to benefits of former exempt Head Teachers who are now non-exempt Head Start Teachers

**APPENDIX "A"**

**List of Classifications**

Head Start Teacher

Family Support Specialist

Bilingual Family Support Specialist

Nutrition Assistant

Health Technician

Office Assistant

Bilingual Office Assistant

Maintenance Repair Technician

Early Head Start Home Visitor Teacher

Program Support Assistant

**APPENDIX "B"**

**HUMAN SERVICES DEPARTMENT  
Head Start Positions/Schedules**

<b>Position</b>	<b>Schedule Administration, Fairgrounds, &amp; Rockford Day Nursery</b>	<b>Schedule All Head Start locations</b>
HEAD START TEACHER	7:30 a.m.-4:00 p.m. 40 hours	7:30a.m.-4:00 p.m. 40 hours
EARLY HEAD START HOME VISITOR TEACHER (EXEMPT)	8:00 a.m. – 5:00 p.m. 40 hours	
PROGRAM SUPPORT ASSISTANT	8:00 a.m. – 5:00 p.m. 40 hours	
FAMILY SUPPORT SPECIALIST (NON-EXEMPT)	7:30 a.m.-4:00 p.m. 40 hours	7:30 a.m. – 4:00 pm 40 hours
OFFICE ASST (NON-EXEMPT)	8:00 a.m. – 5:00 p.m. 40 hours Administration	
BILINGUAL OFFICE ASST (NON-EXEMPT)	8:00 a.m. – 5:00 p.m. 40 hours Administration/Fairgrounds	

**APPENDIX "B"**

**HUMAN SERVICES DEPARTMENT  
Head Start Positions/Schedules**

<b>Position</b>	<b>Schedule Administration, Fairgrounds, &amp; Rockford Day Nursery</b>
MAINTENANCE REPAIR TECHNICIAN (NON-EXEMPT)	6:45 a.m. -11:45 a.m. 25 hours Fairgrounds site only

**APPENDIX "C"**

Minimum Starting Base Rate – January 1, 2017 to December 31, 2023

Early Head Start Home Visitor Teacher	\$19.73
Family Support Specialist	\$19.73
Head Start Teacher	\$15.56
PACE Teacher	\$15.56
Maintenance Repair Technician	\$15.56
Program Support Assistant	\$15.56
Office Assistant	\$13.52
Bilingual Office Assistant	\$13.52

Memorandum of Understanding  
Between  
The City of Rockford and AFSCME 1058-C

With Regard to Program Aides

*APB* The City of Rockford and the Union understand and agree that Program Aides are <sup>in</sup> ~~the classroom~~ to supplement the covered employees assigned to <sup>the classroom and</sup> ~~the classroom~~ and not to serve as replacements for such covered employees. *APB*  
Under no circumstances should a Program Aide serve in the capacity of fulfilling required adult-child ratios in the classroom. *APB*

*Joseph A. Buncak* 2/18/05  
City of Rockford

*[Signature]*  
AFSCME 1058-C  
2/18/05

*APB*



**MEMORANDUM OF AGREEMENT BETWEEN  
THE CITY OF ROCKFORD AND AFSCME  
LOCAL 1058-C**

The City of Rockford and AFSCME Local 1058-C have agreed upon the following summary of the Early Head Start/Head Start Programs effective upon ratification/approval of the 2018-2020 Collective Bargaining Agreement:

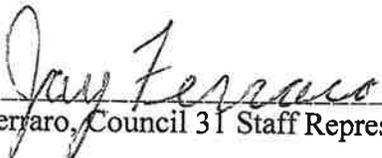
The City will partner with Rockford Public School District #205 (RPS 205), the YMCA, and Hand In Hand for Head Start (3-5 years). Head Start classrooms will be location at those agencies. The City will partner with Trinity Day Care, Rockford Day Nursery, and Hand In Hand for Early Head Start (birth to 3 years). The City will also open an Early Head Start facility at Fairgrounds, which will be staffed by City of Rockford employees.

1. Approximately sixteen (16) Head Start Teacher/Assistant Teachers (ages 3-5) will remain City of Rockford employees at their current rate of pay, but will be placed in RPS 205 classrooms at their current rate of pay. One (1) additional Head Teacher and one (1) additional Assistant Teacher will be placed at Rockford Day Nursery for the 2018-2019 school year and will be subject to layoff at the end of the 2018-2019 school year. One (1) additional Assistant Teacher shall be retained for the 2018-2019 school year and shall not be assigned to any specific classroom, but shall act in "floating" capacity as assigned. The Assistant Teacher will be subject to layoff at the end of the 2018-2019 school year. For purposes of this agreement, the Head Start Teachers and Assistant Teachers will be combined into one list for seniority purposes. Section 4.7 will need to amended accordingly.
2. When any of the approximately sixteen (16) Head Start Teachers/Assistant Teachers assigned to an RPS 205 classroom (ages 3-5) separates employment, that vacancy will be filled by an Assistant Teacher position at the Assistant Teacher wage rate.
3. The remaining Head Start Teachers/Assistant Teachers who are not assigned to RPS 205 classrooms shall be laid off (approximately sixteen (16) employees), subject to recall under Section 4.8 of the CBA. For purposes of this agreement, the recall period shall be extended to two (2) years. Except that any employee who has not been recalled within one (1) year from his/her date of layoff shall contact the City in writing within thirty (30) days of their layoff anniversary to confirm that they want to remain on the layoff list. Said employees must keep their address current with the City as required under Article 4.8.
4. The City will create approximately nine (9) new Early Head Start (EHS) Teacher positions (new job classification) upon receiving grant approval (likely to begin Spring 2019). The EHS Teacher rate of pay will be equal to the Assistant Teacher rate of pay.

5. Head Start Teachers and Assistant Teachers who have been laid off will be subject to recall to fill the new EHS Teacher positions at Fairgrounds under Article 4.8 of the CBA at the new job classification rate of pay (equal to Assistant Teacher rate of pay).
6. All bus drivers shall be laid off effective at the end of the 2017-2018 school year. Bus services beginning with the 2018-2019 school year shall be contracted out.
7. The City will hire an additional two (2) Home Visitor Teachers for EHS likely beginning in the Fall 2018.
8. All Family Support Staff shall remain City of Rockford employees. The two positions vacant as of May 17, 2018 shall be retained for the 2018-2019 school year and first preference shall be given to the qualified laid off employees. If the position is filled by a laid off employee, all benefits shall be reinstated retroactive to the date of layoff with no lapse in coverage.
9. All four (4) current Office Assistants shall remain City employees for the 2018-2019 school year. The City will likely layoff at least two (2) Office Assistants at the end of the 2018-2019 school year.
10. The Maintenance Technician positions will be retained.
11. The Union shall dismiss the Unfair Labor Practice Petitions for the 2015-2016 wage reopeners and wage demands for 2015-2016.
12. AFSCME-C employees shall receive a wage increase only in the event that non-union Head Start employees receive a wage increase from Head Start funds. Said wage increase shall be equal to the non-union wage increase.
13. The Union agrees that the City of Rockford Head Start Program shall remain one hundred percent (100%) grant funded and shall not be supplemented by the General Fund.
14. The pay out of sick time shall be governed by Article 12.3 of the CBA. Bus Drivers that are not eligible for retirement shall receive fifty percent (50%) of their sick time accruals upon separation of employment.
15. The City does not agree to maintain employees laid off on the City's health insurance until December 31, 2018. The City will continue to follow its current agreement with its insurance provider to allow employees to remain on the City's insurance through the end of the month (May 31, 2018). Any employee that accepts the severance payment waives his/her right to recall and shall not be placed on the recall list.
16. Any employee who has separated from employment shall receive two (2) weeks of severance pay. Any said employee shall elect to accept the severance payment no later than May 31, 2018. Any employee that accepts the severance payment waives his/her right to recall and shall not be placed on the recall list.

17. AFSCME-C employees separating employment from the City due to the reduction in force in May 2018 shall receive an additional eight (8) hours of vacation time payout. As a one-time consideration, AFSCME-C employees remaining in the City's employment shall receive an additional eight (8) hours of vacation time that may only be scheduled during an enforced break in which operations will not be affected.

Dated this 16 day of August, 2018.

  
Jay Ferraro, Council 31 Staff Representative

  
Nicholas Meyer, Chief Spokesperson and  
Legal Director

  
Christina Loudermilk, President Local 1058



## Memorandum of Understanding

AFSCME Local 1058-C ratified the Collective Bargaining Agreement effective from 2016-2023. Rockford City Council approved the Collective Bargaining Agreement effective from 2016-2023. The parties also entered into a Memorandum of Agreement, executed on August 16, 2018, regarding the impact of the City's new Head Start Program structure. This Memorandum of Understanding is intended to supplement the Agreement dated 8/16/18 and is not intended to alter its terms in any way.

Subsequent to the ratification and adoption of the Collective Bargaining Agreement and the execution of the Memorandum of Agreement, the Legal Department and Human Resources Department determined that the new job classification of "Head Start Teacher" is a non-exempt classification per Department of Labor guidelines. The new classification of "Early Head Start Home Visitor Teacher" is an exempt position per Department of Labor guidelines.

The parties did not negotiate benefits of the new classifications under Article 8.9 (Comp Time) and Article 11.1 (Vacation Schedule). The intent of the parties was not to diminish existing benefits of the existing Head Teachers, but to preserve the status quo of those employees. This issue was complicated by the new job classification of "Head Start Teacher" being set as non-exempt. Whether a position is classified as exempt or non-exempt is not a subject of bargaining, but is instead dictated by the DOL guidelines.

To address the issue of benefit accrual for existing Head Teachers being re-classified as "Head Start Teachers," the parties agree as follows:

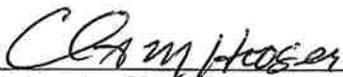
The current employees that were previously classified as exempt "Head Teachers" who are now non-exempt "Head Start Teachers" shall receive 16 hours of compensatory time that may only be scheduled pending supervisor approval during an enforced break in which operations will not be affected. The purpose of this agreement is not to create additional comp time accrual in excess of the 16 hour comp time bank for said employees. Employees receiving sixteen (16) hours of compensatory time shall not earn additional comp time until they have worked in excess of ten (10) hours of overtime. Thereafter, they may accrue additional comp time in compliance with the FLSA, per the CBA.

The current employees that previously were classified as exempt Head Teachers that are now in positions classified as non-exempt Head Start Teachers shall receive vacation accruals at the former exempt Head Teacher rate of accrual. This provision regarding vacation accrual shall only apply to Angela Pollard, Yolanda Price, and Jacalyn Banks.

The compensatory and vacation accrual of Early Head Start Home Visitor Teacher shall be as set forth in the CBA.

The parties agree and understand, consistent with the Memorandum of Agreement dated August 16, 2018, that when any current employee previously classified as an exempt Head Teacher separates employment, he/she shall be replaced by a Head Start Teacher at the former Assistant Teacher rate of pay and rate of benefit accrual. The new employee shall be classified as non-exempt and shall not receive the 16 hour compensatory time bank, but will be eligible to accrue compensatory time as outlined in the CBA.

Dated this 24<sup>th</sup> day of October, 2018.



Christopher Hooser  
Council 31 Staff Representative



Nicholas Meyer  
Chief Spokesperson and Legal Director



Jasper Ferraro,  
Council 3 Staff Representative

