COLLECTIVE BARGAINING AGREEMENT

between

AFSCME COUNCIL 31

Local 1058
Local 1058-B

and

CITY OF ROCKFORD, ILLINOIS

January 1, 2018 through December 31, 2020

AFSCME Local 1058 and 1058-B
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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 (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 on the part of its members, 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 and to work cooperatively to establish the CITY OF ROCKFORD as a world class customer service organization.

.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/A-1. Any employee occupying a classification listed within Appendix "A/A-1" 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.

This recognition will continue so long as the majority of employees desire to be represented by AFSCME Council 31. Their desire not to be represented shall be expressed under the applicable Statutes under the Illinois Collective Bargaining Act.

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 confidential employee listed on Appendix "B",

C. Any employee covered by another collective bargaining agreement.

D. The Engineering Technician position refers to employees of the same title/classification in the Community and Economic Development Department.

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 except for the classification of Telecommunicator. Telecommunicators hired after January 1, 2016 will serve a one and one-half (1.5) year probationary period for training, or a shorter period at the discretion of the CITY. Telecommunicators who previously worked as Telecommunicators in the City of Rockford 911 Call Center who are rehired or promoted/reassigned from another bargaining unit will serve a probationary period of a one year period or six (6) months after the completion of training, whichever is shorter. 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- or nine-month promotional probationary period shall not be required to serve another probationary period in the position to which he/she is demoted.

3.3A Probationary Period for AFSCME-B

A newly hired or rehired employee will be considered on probation for the first six months of employment or re-employment. Persons promoted or demoted must serve a new six-month probationary period. 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, rehires, or demoted employees shall be subjected to dismissal without recourse to the grievance procedure. Bargaining unit employees promoted or transferred to another bargaining unit position (in same unit) shall have at least fourteen (14) and up to thirty (30) days if the previous position has not yet been offered and accepted by another individual from their new anniversary date to return to their previous position. Written notice must be provided to the Human Resources Director within this time period.

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.

3.4. Checkoff

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 a 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, 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 eleven (11) employees from 1058 and two (2) employees from 1058-B, 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 half-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.

3.8A Union Access for AFSCME Local 1058-B

Unless permitted by mutual agreement between the UNION and the department head or his/her designee, UNION business shall be transacted outside the normal working hours. Local Union representatives may be allowed time off without pay for Union business such as Council 31, Union meetings, State or International conventions, provided such representative shall give fourteen (14) days' notice to his/her supervisor of such absence. Such time off may be granted subject to the discretion of the Department Head or his/her designee, is not subject to the grievance procedure, and cannot force the City to incur any overtime payments. Employees may utilize vacation, personal or compensatory time in lieu of time without pay for the purposes of this section.

3.9. Bulletin Boards

The CITY will provide an appropriate number of locked 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.

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 requested to notify their supervisors of hazardous conditions and present suggestions to correct these conditions to make the job safer for all employees. 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.

The Union shall be entitled to submit recommendations and suggestions to the City and be represented on the safety committee. The City agrees to confer with the proper representative of said Union in order to coordinate and accomplish a safety program.

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 each year, which resets every August 1st, according to their predominant shift assignment (i.e. 12 hour shift = 36 hour, 8 hour shift = 24 hour). 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. If the Local President or Secretary is unable to attend, then a member from this bargaining unit may substitute for the Local President and Secretary. However, such substitution shall not result in an expansion of benefits already provided under this section.

3.12 Information provided to the Union

Upon request each year the employer will send a 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.

For AFSCME 1058-B
The Union shall receive, for positions covered by this Agreement, a list concerning new hire names and addresses, social security numbers, department, hire day, lay-offs, recalls, discharges, terminations, and any current employee address changes. Such a list will be provided by the City upon request by the Union. The City will send a 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 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 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 Human Resources Department shall notify the Union of new hires no later than their first day of work.

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, unless accumulation of seniority during a leave of absence is specifically granted by this Agreement.

For AFSCME Local 1058-B:
Seniority is defined as an employee's total length of service with the CITY, measured from the most recent date of hire. An employee shall be granted credit towards seniority while employed by the CITY, but not covered by this Agreement. There will be no accumulation of seniority for an unpaid leave of absence except where required by law.

4.2 Seniority in Grade (Local 1058-B excluded)

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.

Any new Telecommunicator employee hired, or transferred from another bargaining unit, shall be the least senior in grade as of the date of their appointment or transfer.

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.

AFSCME Local 1058-B:
On the first day of each January, a seniority list shall be compiled 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 be available for inspection in the Human Resources Department during working hours. A copy will be furnished to AFSCME Council 31 upon request.

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 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.

For AFSCME Local 1058-B:

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 consecutive working days without notification to the CITY unless the employee cannot notify the CITY because of a proven physical disability or an act of God proven to the satisfaction of the CITY;

D) Fails to advise the CITY of intent to return to work within three (3) working days after receiving a notice of recall from lay off directed to the employee's last know address by registered mail, return receipt requested;

E) Fails to return to work within five (5) 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) Works for another employer during a leave of absence;

H) 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 Job/Shift Assignments

Individual qualifications based on job performance to do the tasks required shall be considered first when making job/shift assignments. For the purposes of job/shift assignment, where the ability and qualifications to perform work are relatively equal, seniority as listed below shall be considered in the following order:

1. Seniority in grade
2. Seniority in classification
3. Employee preference

For AFSCME Local 1058-B:
The Department Head or his/her designee shall determine the size and composition by job title of the work force required to be on duty at any and all times.

4.7 Shift Assignments/Bumping - Except for Telecommunicators and 1058-B

Employees within a work section shall have the opportunity to exercise seniority for shift assignments within each section. Employees wishing to bump may do so on each succeeding April 30. Employees wishing to exercise this option must notify their Division Head in writing, 30 calendar days prior to April 30. Bumping in Water Distribution, second shift, may be twice a year, on April 30 and October 31.

An employee may not be bumped during their probationary period. However, after successful completion of the probationary period, an employee may be bumped. Upon notification by management to the appropriate work section, any active employee within that section wishing to exercise seniority for shift assignments must notify their Division Head in writing within five (5) working days. The bumping of an employee coming off probation may occur only once, after which the requirements for active employees will apply.

4.8 Reduction in Force (Excludes Local 1058-B)

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.

4.9 Reduction in Force Procedures

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

A. Part-time, temporary and probationary employees within the affected department 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.

B. If further reductions are required within a department 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 and department. Employees exercising this option shall first attempt to displace the less senior Employees in the immediately affected work location, then within the division, and finally within the department, providing the Employee possesses the knowledge, skill and ability required to perform the job, as determined by the Department Head or his/her designee.

D. An Employee unable to exercise his/her seniority as provided in 4.9.C. above, may bump Employees with less seniority in the next lower classification(s) within that department.

E. Any Employee who is "bumped" shall have the same rights to bump Employees in equal or lower classification(s) as outlined above.

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 in another division, 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 that department.

4.10 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.

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.

For AFSCME Local 1058-B:

Employees laid off under the terms of this Agreement will have recall rights to bargaining unit positions represented in Appendix "A" for a period of one (1) year following lay off under the following provisions:

A) Laid off employees will be put on a recall list by position classification in reverse order of their lay off;

B) Employees on the departmental recall list have the obligation to keep the CITY advised in writing of their current address.

If there is a vacancy in the department and job classification from which the employee was laid off, employees who are on the recall list shall be recalled in the reverse order of their lay off provided they are qualified to perform the duties of that classification.

ARTICLE V

CLASSIFICATIONS AND JOB POSTINGS

5.1. Classifications

The CITY shall provide the UNION with the current classification plan and classification specifications for all jobs listed on Appendix "A". The classification specifications (job descriptions) will be provided by the Human Resources Department. Classification specifications (job descriptions) will list appropriate requirements for the position including desirable knowledge and skills, suggested training and experience and a specific example(s) of duties. Although examples of duties shall not be all inclusive, they will list all major duties expected to be performed by the Employee. The phrase "performs related work as required," where appearing in the job descriptions, shall be interpreted to mean "performs other duties as required or assigned which are reasonably within the scope of the duties enumerated above." Classification specifications (job descriptions) will be written and approved by the Human Resources Department. Questions or disputes regarding classifications and/or job audits are not subject to the grievance procedure contained in this Collective Bargaining Agreement. Classification specifications (job descriptions) will be written and maintained as provided for in the City of Rockford's Personnel Rules & Regulations. Ten working days prior to the implementation of the City's changes to classification specifications, and /or the creation of new position classifications, the Union and the City will meet to discuss the impact of said changes, or the inclusion of the new positions in the Bargaining Unit.
For AFSCME Local 1058-B:

The CITY shall provide the UNION with classification specifications for all jobs listed on Appendix "A". The classification specifications (job descriptions) will be provided by the Human Resources Department. Classification specifications (job descriptions) will list appropriate requirements for the position including desirable knowledge and skills, suggested training and experience and a specific example(s) of duties. The phrase "performs related work as required," where appearing in the job descriptions, shall be interpreted to mean "performs other duties as required or assigned which are reasonably within the scope of the duties enumerated above." Classification specifications (job descriptions) will be written and approved by the Human Resources Department. Questions or disputes regarding classifications are not subject to the grievance procedure contained in this Collective Bargaining Agreement. Classification specifications (job descriptions) will be written and maintained as provided for in the City of Rockford's Personnel Rules & Regulations.

5.2. Audits

The CITY, the employee(s) or the UNION may request a job audit. The result of any audit requested by the employee covered by this Agreement or the UNION will be provided to the requesting party no later than sixty (60) days after the date the audit was conducted. The employee requesting the audit shall return the completed audit not later than sixty (60) calendar days after receiving the audit forms, any audit form returned after this date shall be denied for consideration. Additionally, the City shall provide the party requesting the audit with the employee's position questionnaire and relevant job descriptions within those same sixty (60) days. If the requesting party wishes to appeal the results, such appeals will be processed as provided in Section 23, Classification in the City of Rockford's Personnel Rules & Regulations. An Employee requesting an audit will be advised in writing of the week during which the panel will consider the appeal. The conclusions of the panel will be forwarded to the Employee within thirty (30) days after the panel has completed their review. For UNION audits, a compensation specialist selected by the CITY will replace the Compensation & Benefits Coordinator on the panel. When a job audit results in an upward reclassification (a classification with a higher pay grade), the incumbent employee shall assume the title and grade and be paid within the range of the reclassified position from the date the audit was received by the Human Resources Department. An employee

who, by reclassification, is assigned to a lower pay grade shall remain at his/her same pay rate until further increases raise the maximum salary for his/her new classification.

5.3. 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, the division section to which the position is assigned, the 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.

For AFSCME Local 1058-B:
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 five (5) working days indicating that the position is vacant. The posting shall state the position classification, the current shift assignment, the division section to which the position is assigned, the 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.

5.4. Temporary Transfers

Work assignments within a particular division shall be made first to Employees who are in the same division in that classification. Documented temporary transfer of Employees outside of their classifications shall be permitted for the following reasons:

A. To replace absent Employees who are in the classification;

B. To supplement the number of Employees who are in the classification; or

C. To train Employees.

Temporary transfer between departments/divisions or assignments of work in another classification will be permitted when required by weather or emergency conditions, except that Clerical Employees shall not be assigned outside work. Temporary transfer will be allowed between departments/divisions where there is no other similarly classified person available within the same division/department.

For AFSCME Local 1058-B:
There shall be no restrictions on temporary, lateral transfers or transfers into a lower paying classification as long as the CITY maintains the employee's current rate. Employees who are assigned and who are held responsible for all duties and responsibilities of a higher classification shall be compensated at a rate within the range of the higher classification. However, no change in pay will result until the employee has performed all of the duties and responsibilities of the higher classification for twenty-one (21) consecutive calendar days.

5.5. Temporary Transfer Time Limits (Excludes AFSCME Local 1058-B)

Temporary transfer may not exceed ninety (90) 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.

5.6. Out of Class Pay (Excludes AFSCME Local 1058-B)

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 four (4) hours 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/Transfer

The City of Rockford believes in equal opportunity for all and will employ and/or promote/transfer the best qualified persons to fill positions regardless of race, color, creed, sex, age or national origin. For purposes of promotions/transfers 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/transfer shall be as follows:

A. Qualified applicants within the same division.

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.

For AFSCME Local 1058-B:
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. The CITY will also periodically review and evaluate all employment and/or promotional procedures and, when necessary, take affirmative action to remedy any disparities found.

Consideration for promotion shall be given to applicants within the same division, applicants within the same department and 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.

For AFSCME Local 1058-B:
A department head or his/her designee may demote an employee for substandard performance and/or for inability to perform the duties of his/her position provided a vacancy exists.

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.

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. 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.

For AFSCME Local 1058-B:
The City agrees with the tenets of progressive and corrective discipline. Disciplinary action may be imposed upon an employee only for just cause. While progressive discipline is preferable there are instances when a written warning, suspension or dismissal is clearly warranted for the first offense. Disciplinary action, therefore, may result in one of the following:

A. 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. 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.

7.2. Multiple Violations (Excludes AFSCME Local 1058-B)

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.]

For AFSCME Local 1058-B:

E. Issue a written copy of all discipline imposed on bargaining unit members to the union at the same time it is issued to the employee.

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 up to 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.

For AFSCME Local 1058-B:
The CITY may suspend an employee for up to thirty (30) calendar days with or without pay pending the decision whether or not charges for discharge shall be filed against the employee.

7.6. Removal of Discipline

An Employee shall have the right to review his/her personnel file and, following eighteen (18) months from the date of any written warning or reprimand, 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 (Excludes AFSCME Local 1058-B)

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.

E. A workday shall be divided into three shifts (i.e., first shift 6:00 a.m. to 2:00 p.m.; second shift 2:00 p.m. to 10:00 p.m.; third shift 10:00 p.m. to 6:00 a.m.). Second and third shift shall be subject to the payment of night differential. The determination of shift shall be based on the time period in which the majority of the Employee's scheduled workday falls.

There shall be no re-scheduling of shifts to circumvent this provision.

Telecommunicator's workdays shall be divided into two (2) shifts. Day shifts shall be 6:00 a.m. to 6:00 p.m. Night shifts shall be 6:00 p.m. to 6:00 a.m. Night shift subject to third shift differential. Employees will not be forced to work more than twelve (12) hours in a workday and no more than six (6) hours at any specific workstation.

911 Telecommunicators shall be provided with a minimum of twelve hours of rest in between all shifts.

F. The City shall have the right to change the shift and hours of City Employees; however, all such changes shall be made in a reasonable manner and notice shall be given to the Employee seven (7) calendar days before any change in shift or hours are made. 911 Employees shall be given a fourteen (14) calendar day notice before any change in shift that results in an "a.m. to p.m." or "p.m. to a.m." change of shift. Shift assignment and schedules shall be governed by the provisions of Article IV of this Agreement. If there are insufficient volunteers for a particular shift assignment, the Department Head or his/her designee shall assign Employees to the shift by inverse order of seniority among those Employees qualified to do the tasks required. All Employee schedules will be posted at the work site.

G. Employees will be paid every two- (2) weeks. When changing from Standard Time to Daylight Time, and vice-versa, Employees will be paid only for actual hours worked.

For AFSCME Local 1058-B:

A. The established work week 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 work week which is less than forty (40) hours.

B. A work day 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) work days in a work week.

C. The hours of work in a work day shall be consecutive. If the work day extends beyond 12:00 midnight the hours worked continuously thereafter shall be considered the part of the work day on which the shift began.

D. The CITY has the right to change the hours for employees, however notice of said changes and time shall be given in a reasonable manner. For changes in schedule that are reasonably anticipated to last five (5) consecutive working days or more, the Employee shall be afforded a minimum of five (5) working days notice of said change.

E. The department head or his/her designee shall determine the size and composition by classification of the workforce required to be on duty at any and all times. The Employees' abilities and qualifications will be considered and weighed when making job/shift assignments.

ARTICLE VIII

HOURS OF WORK

8.1. Work Day/Work Week

A.1) 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.

2) For Telecommunicators, the established workweek shall begin and end according to the following shift assignments:

A & C (days) – 12:01 PM Saturday through 12:00 PM (Noon) the following Saturday

B & D (nights) – 12:01 AM Sunday through 12:00 AM (Midnight) the following Sunday

The workweek shall consist of an average forty-two (42) hour workweek. The above shifts shall be permanently assigned shifts according to the provisions in this agreement.

3) 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. This does not apply to Telecommunicators.

B. The normal workweek is Monday through Friday. Employees shall be scheduled for five (5) consecutive workdays with two (2) consecutive days off during each seven- (7) calendar day period. Work schedules may be changed, in accordance with the Collective Bargaining Agreement, to represent four (4) consecutive ten (10) hour days with three (3) consecutive days off during each seven- (7) calendar day period. This article shall be consistent with 8.1.A. Regular part-time employees may be assigned other schedules consistent with the needs and operational requirements of the City.

If the City desires to initiate a ten- (10) hour schedule, they will meet first with the Union and present information regarding the necessity for the change. If individuals are assigned a ten- (10) hour schedule, two (2) of the three- (3) consecutive days off must be Saturday and Sunday. Nothing in this article shall prohibit covered employees and management to establish temporary or compressed work schedules, upon mutual agreement. The Union will be provided with a list of employees serving non-traditional work schedules upon the schedule's inception.

C. 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.

D. The hours of work in a workday shall be consecutive. If a workday extends beyond 12:00 midnight, the hours worked continuously thereafter shall be considered as a part of the workday on which the shift began.

2) Employees shall be eligible to designate their shift preference by selecting an available shift slot. The selection of a shift shall be determined by seniority in grade in accordance with Article 4.2. Shift preferences shall be chosen and completed by individual employees on a single master schedule.

3) Probationary employees whose anniversary date is after December 31 of the current year shall not be eligible for selecting a shift preference. Non-eligible probationary employees will be assigned to specific shifts by management discretion.

4) Any shortfalls/over-runs on a particular shift shall be assigned by drawing first from the same day or night shift, and then filling any additional imbalances from the opposing day or night shift, until all appropriate levels are met. For fifty percent of the desired number of positions for a particular shift, seniority in grade shall bind them to this shift, the remaining fifty percent of available positions shall be moved to either particular shift (i.e. Days A or C, Nights B or D) according to management discretion.

5) If any employee fails in any way to make their selection within the time designated for their selection (maximum one-half hour); they will be passed over by all subsequent "in grade" Telecommunicators. Telecommunicators who cannot attend on the designated selection day, may make their specific preference known in writing and must submit such preference to the 911 Center Manager no later than 6:00 PM on the day preceding the designated selection day. Employees unavailable for selecting shifts may designate an employee to serve as proxy by providing written notice to their supervisor at least 24 hours prior to the designated day. There shall not be any other form or method of selection other than what is described in this article. Any Telecommunicator failing to make a selection on this date shall be assigned by management discretion.

6) Whenever there is an initial opening on any shift, due to termination, resignation, or additional personnel passing probation, the shift opening shall be offered to existing personnel, in order of seniority with management approval. Any subsequent vacancy following the initial opening shall be barred from existing personnel, unless management chooses to open up to existing staff.

C. Assistant Shift Supervisors shall select shifts by order of Seniority in Grade

8.3. 911 Center Shift Transfer

Whenever there is an opening on any shift, due to termination, resignation, or additional personnel passing probation, the shift opening shall be offered to existing personnel, in order of seniority with management approval.

8.4. Recording Time (Excludes AFSCME Local 1058-B)

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. 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.

F. When changing from standard time to daylight time and vice versa, employees will be paid only for actual hours worked.

G. If employees are assigned to a forty (40) hour work schedule of greater than eight (8.0) hour days (compressed work week), they shall be eligible to utilize vacation, personal, or unpaid time to cover for any difference between their work day and eight (8.0) hours holiday pay.

8.2 911 Center Shift Trades

Employees shall be allowed to trade shifts with other employees to gain specific days/hours off; with supervisory approval provided no overtime shall accrue to the employer. Shift/time trades shall be governed by the following guidelines:

A.1) Employees on probation are prohibited from shift/time trades without the prior written approval of the 911 Director.

2) Any employee fulfilling any shift/time trades will not be allowed to use any vacation time, personal time, or holiday time to satisfy the shift/time trade commitment.

3) Once a time trade has been established, employees shall not be allowed to trade within the trade.

4) Employees engaging in shift/time trades are responsible for the coverage of their on-call commitments.

5) Employees who are sick twice within a six (6) month period to satisfy a shift/time trade commitment will be prohibited from shift/time trades for the following six (6) month period.

6) Shift/Time Trade procedures may be reviewed and/or modified by mutual agreement of the management and the union on a bi-annual basis.

7) Employees shall be limited to a total of 24 whole shift trades in a calendar year. A "whole" shift trade shall be defined as the combination of an initiated trade and a subsequent repayment, or an accepted trade and the subsequent repayment. For purposes of counting trades, an individual shift duty day (12 hours) or time less than 12 hours on a duty day shall be counted as a trade. Consecutive days traded count as individual trades for each day. Any time trade of one hour or less shall not be recorded as a trade for purposes of this article.

B.1) Shift assignments shall be made through a process of selection bidding to begin and be completed on a single workday designated by management during the last full week of October in order of seniority in grade. Management shall also post an updated list displaying seniority in grade and a list of the number of available positions for each shift at least one week prior to the designated day. Shift Assignments will begin with the first day of the first full payroll period in January and shall end on the last day of the last payroll period that begins in the following December month. The period for vacation selection shall correspond with the shift assignment period.

8.5. Break Periods (Excludes AFSCME Local 1058-B)

Regular full-time Employees shall be given two (2) fifteen (15) minute breaks for a normally scheduled eight (8) hours day, two (2) twenty (20) minute breaks in a normally scheduled ten (10) or twelve (12) hour work day, one during each half work shift. Breaks may not be granted immediately after the beginning of the workday or immediately prior to the close of the workday unless designated by the Department Head or his/her designee.

Weather permitting, breaks shall be taken at the work site unless otherwise approved by the Department Head or his/her designee. Exact time of the breaks will be at the discretion of the Department Head or his/her designee as governed by the nature of the ongoing work. Unusual and emergency work situations may preclude the taking of rest periods during the work shift.

For AFSCME Local 1058-B:
There shall be two (2) fifteen (15) minute rest periods, one during the middle portion of each half of a work shift. Rest periods shall not be continuous to the lunch period.

8.6. Lunch Periods (Excludes AFSCME Local 1058-B)

Lunch periods of thirty (30) or sixty (60) minutes may be established by the Department Head or his/her designee and will be made part of the work schedule. Rest periods shall not be continuous to the lunch period. Employees who are required to eat a meal while at work shall have no scheduled lunch hour. All established lunch periods will be deducted from the workday in determining the total hours worked. In the event Employee(s) must forego their lunch period, at the direction of their immediate supervisor, the time worked during the lunch period shall be deemed to be overtime in the event the Employee(s) works longer than the regularly scheduled work day as a result of the lack of a lunch period.

There shall be a paid twenty (20) minute scheduled lunch period in the 911 Communications Center for Telecommunicator employees.

For AFSCME Local 1058-B:
Lunch periods of thirty (30) or sixty (60) minutes may be established by the Department Head or his/her designee.

8.7. General Provisions (Excludes AFSCME Local 1058-B)

All employees, except for 911 Telecommunicators, shall be granted the following privileges:

A. Return to yards by field or outside workers is permitted to a maximum of ten (10) minutes before the end of the shift for personal cleanup or wash up time.

B. All personnel will be granted a paid rest period of fifteen (15) minutes within every four (4) hour period worked outside of the Employee's regularly scheduled work shift. After said four (4) hours, all personnel will be entitled to a paid lunch period of one-half (1/2) hour. However, in emergency operations, the exact time of these rest periods will be determined by the Department Head or his/her designee.

C. Field or outside workers shall be assigned inside work, where such work is available when the temperature is below 0 Fahrenheit, except in cases of emergency.

D. If an Employee (excluding standby personnel for time prior to receiving a call to work in accordance with Article 10.4) works for a period of twelve (12) hours or more, he/she shall be granted a paid meal by the Department Head or his/her designee not to exceed eleven dollars ($11.00) per person. Upon occasions designated by the Department Head or his/her designee, it may be necessary to split the work crew, in order to maintain a workforce at the job site in question. Reimbursement must be requested within the payroll period that it is incurred or the immediately following payroll period, or the same shall be deemed waived.

8.8. Physical Examinations (Excludes AFSCME Local 1058-B)

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.

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 designated management representative for that section/division within five (5) working days after the event or condition which gave rise to the grievance. The written notice shall include, at a minimum, the applicable section in the Collective Bargaining Agreement and a synopsis of the facts giving 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 supervisor. The supervisor will meet with the employee and Union Official and attempt to resolve the grievance. The supervisor 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 supervisor 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. The department head or his/her designee will prepare a written response to the employee and/or Union Official within ten (10) working days of the receipt of the grievance. The response will be given to the Union Official.

Step Three (Excludes AFSCME Local 1058-B) 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 denied.

For AFSCME Local 1058-B:
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.

F. 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 3.8/3.8A. 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

OVERTIME OPPORTUNITIES AND PAY

10.1. Definition

Any employee who is required to perform work in excess of forty (40) hours per week, shall be compensated at the rate of time and one half his/her regular base hourly rate. Overtime shall not be compounded nor paid on overtime. For purposes of overtime computation, vacation time, holidays, sick time, jury duty and bereavement leave shall be considered as time worked.

10.2. Overtime Calculations (Excludes AFSCME Local 1058-B)

All calculations of overtime, whether paid or compensatory time, 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 work, which cannot be divided by fifteen (15) minutes shall be rounded to the nearest fifteen- (15) minutes, for the purposes of overtime calculations. The employee shall choose pay or compensatory time in writing during the overtime shift or next regular shift, otherwise said overtime shall be paid out.

10.3. Call-In Pay

An Employee called in to work at any time after or before his/her regularly scheduled work hours, shall receive no less than two and one-half (2 1/2) hours pay, at the rate of time and one-half his/her regular base hourly rate. This call-in provision shall not apply if hours worked in addition to the regularly scheduled hours are worked as an extension of the Employee's regularly scheduled hours, subsequent to the Employee's regularly scheduled hours of work. If an Employee is called in under the provisions of this Section and works at least two and one-half (2 1/2) hours, he/she shall be entitled to at least thirty (30) minutes travel time, at the applicable overtime rate, in addition to the two and one-half (2 1/2) hours minimum guarantee. If an Employee is called in to work under the provisions of this Section and works less than two and one-half (2 1/2) hours, he/she will be guaranteed at least two and one-half (2 1/2) hours pay, but will not receive the thirty (30) minutes travel time guarantee.

For AFSCME Local 1058-B:

1. The City may utilize supervisory or on-duty City employees to respond to after- hours events including but not limited to fires, building damage events, warrant service or other matters that may require inspection or potential condemnation.
2. A 1058 B Employee called in to work at any time after or before his/her regularly scheduled work hours, shall receive no less than two and one-half (2 1/2) hours pay, at the rate of time and one-half his/her regular base hourly rate. This call-in provision shall not apply if hours worked in addition to the regularly scheduled hours are worked as an extension of the Employee's regularly scheduled hours, subsequent to the Employee's regularly scheduled hours of work. If an Employee is called in under the provisions of this Section and works at least two and one-half (2 1/2) hours, he/she shall be entitled to thirty (30) minutes travel time, at the applicable overtime rate, in addition to the two and one-half (2 1/2) hours minimum guarantee. If an Employee is called in to work under the provisions of this Section and works less than two and one-half (2 1/2) hours, he/she will be guaranteed at least two and one-half (2 1/2) hours pay, but will not receive the thirty (30) minutes travel time guarantee. Employees called in shall calculate the time worked from the time they punch in until they punch out.

10.4. Stand-By Pay

Individual Employees who are scheduled, pursuant to Paragraph 10.6., to handle customer calls, service calls, or emergency calls outside of regularly scheduled working hours, are paid straight time pay at two hours for any hours the Employee is on stand-by in each twenty-four (24) hours period. Stand-By Pay shall be paid each payroll period as it is earned and may be accumulated as Compensatory Time. Employees called in subject to this provision shall receive call-in pay when called in as a stand-by Employee. Any Employee required to be on stand-by will be provided with a portable communication device for those periods when the Employee is on standby.

Any employee who receives stand-by pay pursuant to this article shall be required to report for duty, if called, within one (1) hour of being summoned. If an employee is unable to fulfill a stand-by obligation due to illness, the employee shall notify supervision immediately. An employee who is unable to fulfill his or her stand-by obligation shall forfeit stand-by pay.

10.5 Stand-By Pay for the 911 Center

Telecommunicators will be assigned, by seniority, a full stand-by shift no more than one time in a two- (2) week period. Employees required to cover an on call shift shall receive (1) one hour stand- by pay. Effective 1/1/97, Employees required to cover an on call shift shall receive (2.0) two hours stand-by pay. Stand-by pay may be accumulated as compensatory time. Employees will be provided with a portable communications device.

Any employee who receives stand-by pay pursuant to this article shall be required to report for duty, if called, within one (1) hour of being summoned. If an employee is unable to fulfill a stand-by obligation due to illness, the employee shall notify supervision immediately. The employee will forfeit stand-by pay for that day.

Telecommunicators may volunteer to work overtime in place of the on-call person by signing up on a list at the supervisor's console. The on-call person shall call in no later than one (1) hour prior to the beginning of the shift. If overtime is required and volunteers have signed up, the on-call person shall have the choice of whether to work the shift.. The employee is subject to discipline if they report an illness after being called for duty.

Employees shall not be subject to discipline for violation of stand-by pay provisions if the supervisor is advised of a legitimate illness prior to the placement of the call to the employee being called for duty.

When mandatory overtime is needed the on-call employee will be utilized prior to forcing an employee from the alternative shift (nights for days; days for nights).

10.6. Assignment of Overtime

Assignment of employees to overtime shall be governed by the following considerations and procedures:

A. The decision as to whether overtime is required to complete tasks shall be at the discretion of the Department Head or his/her designee. It is understood that Employees shall not have the right to authorize their own overtime.

B. Overtime shall be assigned as follows:

1. In assigning overtime, those employees currently working on a task, which is to be continued or completed through the use of overtime shall first be offered the opportunity to perform the overtime work. Employees refusing such overtime opportunity shall be credited with the overtime for purposes of overtime equalization.

2. In the event of approved leave the individual on the rotating list for assignment for overtime will not be passed up. When they return from the approved leave their assignment will then be made at the next opportunity for being assigned to overtime duty.

C. Separate rosters of employees in each classification within a section shall be maintained by the Department Head or his/her designee, for the purposes of overtime equalization. For the purposes of overtime, employees in the respective Department, Division, or Section will be offered the opportunity, once annually, on April 30th to sign up for overtime. Employees who indicate a willingness to perform such work will be selected according to policies outlined For overtime equalization practices. Whenever an insufficient number of employees have volunteered, the Department Head or his/her designee involved has the right to assign employees having the required skills on an inverse seniority basis.

G. Employees who refuse to perform assigned overtime work shall be subject to disciplinary penalty. Upon request of management personnel or a supervisor, employees who have signed up for overtime work shall be required to perform such work; however, upon presentation of an excuse acceptable to management, such employee may be relieved of overtime assignment.

For AFSCME Local 1058-B:

Assignment of Employees to overtime shall be governed by the following considerations and procedures:

A. The decision as to whether overtime is required to complete tasks shall be at the discretion of the Department Head or his/her designee. It is understood that Employees shall not have the right to authorize their own overtime.

B. Overtime shall be assigned as follows:

1. Those Employees currently working on a task which, is to be continued or completed through the use of overtime shall be required to perform the overtime work.

2 Separate rosters of Employees in each classification within a division shall be maintained by the Department Head or his/her designee. Said roster shall indicate the number of overtime hours worked by each employee. Overtime shall be required of the Employee who has performed the fewest overtime hours in his/her respective classification. If there is an equal number of overtime hours performed between Employees of a classification, overtime shall be first offered to the most senior Employee. Thereafter, Employees shall be assigned overtime work in order of seniority. If all Employees with an equal number of overtime hours decline overtime, overtime shall be assigned to the least senior Employee with that number of overtime hours.

10.7. Overtime Equalization Policy (Excludes AFSCME Local 1058-B)

The following criteria outlines the procedures to be utilized in all occurrences of overtime assignment, except as described in 10.4, 10.5 and 10.6.B.1. It is understood that overtime equalization attempts to maintain a balance of overtime opportunities for all eligible employees as outlined in this section.

A. The most senior employee will initiate the equalization of overtime, upon the establishment of a new volunteer list.

B. A weekly list displaying overtime opportunities recorded by volunteers is to be posted.

C. Overtime opportunities are to be assigned to those volunteers who have the least amount of overtime opportunities recorded. Overtime opportunity is defined as the hours assigned/offered for overtime.

D. Based on the number of employees required for overtime work, the same number with the least amount of overtime opportunity recorded shall be offered the opportunity first, then proceeding upward to the next employee with the least amount of overtime until the desired number of employees is attained.

Should an eligible employee establish/be determined to have been overlooked or passed up (excepting for 10.6.B), within ten (10) working days, the employee shall be offered an available non-emergency opportunity working the same number of hours the employee lost. If management fails to provide this opportunity within the time limits specified above, the employee shall be compensated for the hours lost, based on the maximum number of hours worked by individuals assigned the opportunity. For the purposes of this section, the term "non-emergency opportunity" shall mean work which would otherwise not have normally been assigned to the affected employee (i.e. emergency work, normal equalization assignment).

E. Overtime opportunity shall be recorded in the following situations:

1) The actual amount of overtime hours worked by the employee, including call-in-pay.

2) When an overtime opportunity is refused, the maximum number of hours worked by the individuals accepting the opportunity will be recorded. Example: If an employee who accepted overtime opportunity worked 7 hours, all those who refused the same opportunity will be recorded with 7 hours as well.

3) When an employee is called but not contacted, for work outside of the employee's division, the opportunity will be treated as a lost opportunity, but the employee will not be charged with the hours for the opportunity. However, when an employee is called, but not contacted, for work within the employee's division, the opportunity will be treated as a lost opportunity and the employee will be charged with the hours for the lost opportunity. Said charging of lost hours for the lost opportunity shall be posted by the end of the employee's next regular shift. For Snow and Ice Operations or other emergencies as defined in 10.7.G, employees called but not contacted will be charged appropriate hours in accordance with 10.7.E.2.

F. Any employee not on the volunteer list is not eligible for measurement for overtime opportunity and has no grounds for equalization.

G. Nothing in this policy shall preclude the right to require any employee to work overtime in the following situations:

a) When such an emergency exists that may require additional or supplemental manpower levels.

10.8. Assignment of Overtime for 911

A. Weekly sign-up sheets will be distributed to all employees at least one week before they are due back. Sheets will be due on Tuesdays at 0800, which would be twelve (12) days prior to the first overtime day that needed to be filled. This will leave adequate time for notification of assignments, as well as time for unfilled slots to be assigned. Employees are to fill in their name and status along with their overtime selections.

B. Sheets not turned in by the due date will be considered as a "Pass" on the opportunities for that week.

C. Any regular full time employee who does not receive any overtime in a given week will be placed ahead of those with more seniority in the following week for the purpose of equalizing overtime. This equalization will only occur if this person volunteered to work at least twelve (12) hours of overtime in the week that they did not receive an assignment.

D. Unless indicated otherwise on the sign-up sheet, the employee will be expected to work every slot they volunteer for. For example, if the employee selects three (3) twelve-hour (12) slots, yet does not indicate that they only want one (1) of the slots, they will be expected to work all three (3) slots if assigned. Any and all conditions and/or preferences must be recorded on the form to be considered.

E. Employees who have signed up for overtime work shall be required to perform such work, however, upon presentation of an excuse acceptable to management, such employee may be relieved of the assignment. An employee may call in sick (and thereby miss an overtime assignment) for a maximum of twelve (12) hours during a twelve (12) week period. After this, any employee missing an overtime assignment for any reason shall be removed from the voluntary overtime sheet distribution list for a twelve- (12) week period. This removal will not prevent the employee from filling any "overtime still needed" slots however, which are distributed after the voluntary program has been applied to that week's openings.

F. After the weekly sign up sheets for a given week have collected, distribution of overtime will proceed as follows:

1) Regular full time employee sheets will be placed in seniority order. Sheets will be processed sequentially assigning six (6) or twelve (12) hour selections until no more are available. Starting again with the most senior person sheets will be processed assigning six (6) hour selections until no more are available.

2) Probationary employee sheets will then be processed in the same manner as regular sheets.

3) Any unfilled time slots will be listed on an "additional overtime available" sheet on which regular full time employees and probationary employees may sign up for additional overtime. These sheets will be processed as indicated in (1) and (2) above.

4) Part time employees sign up sheets will then be processed to fill any possible time slots.

5) Any unfilled time slots, after Steps 1-4, will be filled by assigning employees as necessary to maintain a complete work shift. The City agrees to distribute force-back overtime on a rotating basis, in inverse seniority order, and to post the list related to this practice. When it becomes necessary to force a Telecommunicator to serve an overtime obligation that is anticipated at least seven (7) days in advance, the City will make its best efforts to force from the shift covering the same hours on the opposite shift (days for days, nights for nights), prior to forcing from the alternate shift (nights for days, days for nights). Should a Telecommunicator question his or her forced obligation to serve overtime, that Telecommunicator shall have the right to review with the 911 Administrator, or his or her designee, the manner in which the selection was made. If an error is found, the Shift Supervisor shall have authority to make the appropriate correction.

6) 911 Telecommunicators shall be provided with a minimum of twelve hours of rest in between all shifts.

7) A master schedule will be compiled and posted on the bulletin boards and supervisors console. This will serve as notification of overtime assignments.

G. Assistant Shift Supervisors shall be eligible for "Telecommunicator" overtime along with all other Telecommunicators.

10.9. Compensatory Time (Excludes AFSCME Local 1058-B)

Employees shall accumulate compensatory time off subject to the provisions of the Fair Labor Standards Act. Accumulated compensatory time in excess of eighty (80) hours (eighty four (84) hours for 911 telecommunicators) shall be paid as it is accumulated. All accumulated compensatory time over forty (40) hours shall be paid June 30 and December 31 with the exception of Telecommunicators. All accumulated compensatory time over forty (40) hours for Telecommunicators shall be paid on May 31 and November 30. 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 off before it is taken after considering the operational needs of the department. When compensatory time off is taken in increments of three (3) days or more in conjunction with vacation, the employee shall request such time at least one (1) week in advance.

10.10. General Rules (Excludes AFSCME Local 1058-B)

A. All time worked on a continuous shift will be considered as having been worked on the day the shift begins.

B. Hours worked at overtime or at premium will not be duplicated or pyramided in computing pay earned.

C. Stand-by hours are not counted in computing overtime.

D. The Employee's straight time hourly rate shall be paid for the first forty (40) hours of work within the work week. When an Employee works, as a part of his/her regular work schedule,

on a holiday, he/she will receive payment for that time worked in addition to any holiday payment for which he/she qualifies under the provisions of this Agreement.

E. Employees who are:

1. Called in to perform job duties prior to the start of their regularly scheduled shift,

2. The actual work time continues into their regular work shift, and

3. Said employee becomes ill prior to working a total of eight (8) hours from the time he/she was called in to time work until the time he/she became ill;

shall be credited with eight (8) hours of straight time in a manner such that the difference between actual hours worked and eight (8) hours shall be paid from accrued sick time (providing the employee has an adequate number of accrued sick hours). No sick time shall be awarded after a total of eight (8) hours has been accumulated. Employees who are called in under the above policy shall receive one-half hour of travel time at a rate of time and one half.

F. Employees who are:

1. Called in to perform job duties prior to the start of their regularly scheduled shift,

2. The actual work time continues into their regular work shift; will be allowed to complete their normal shift.

10.11. 911/Report Review Training

911 Telecommunicators and Police Technicians in Report Review who are denoted and assigned by the City of Rockford as a trainer shall be paid $1.00 premium pay per hour while training.

Employees dedicated to either Controls 6 and 7 or 1 through 5, who wish to train on the other controls, may volunteer to do so. The department shall schedule such training, which shall not result in Controls 6 and 7 being staffed by non-Telecommunicators (Fire).

ARTICLE XI

HOLIDAYS

11.1. 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 (December 24)
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.

For AFSCME Local 1058: If a holiday is missed by an Employee because it is his/her regular day off, it shall be allowed as another day off with pay.

Telecommunicators shall receive on January 1 of each year, 126 hours of holiday time to be chosen in accordance with the vacation schedule, and shall work on the above listed holidays if scheduled at the straight time rate.

11.2. Eligibility

A regular full-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 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.

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.

11.3. Holiday Pay (Excludes AFSCME Local 1058-B)

Eligible full-time Employees who qualify shall receive holiday pay for those holidays falling on regularly scheduled workdays of the Employee as defined in Article 11.1. The pay shall be the number of hours in the shift they work times their straight hourly rate in effect on the holiday.

Payment of Employees scheduled for work on holidays shall be at the normal pay rate for the holiday(s) plus time and one-half (overtime) for the hours worked on that holiday.

11.4 Holiday Pay -- Telecommunicators

1. New Hires – Shall be pro-rated available holiday time beginning with the first month following their month of hire. Holiday time will be pro-rated at 10 hours per month.

   e.g., If a Telecommunicator is hired in September, they will be assigned 30 holiday hours (October, November, December) to be eligible to be utilized during October 1 – December 31.

2. Existing employees on unpaid absences of greater than one month. For any employee who is off payroll for an entire month(s), their holiday time will be recovered in the following order:

   a) If, in the current year, unused holiday time exists with the affected employee, it will be reduced by the necessary amount unearned (10 hours per month).
   b) If, in the current year, the affected employee has an insufficient holiday time bank to recover from, that employee's beginning holiday balance for the next year will be adjusted accordingly.

   e.g., An employee is on a leave of absence for 3 months, with two of those months off payroll. That employee would require a deduction of one of the formats described above.

ARTICLE XII

VACATIONS

12.1. Vacation Schedule

Effective 01/01/2002 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:

Years of Continuous Service	Vacation Earned	Twelve (12) Hour Shifts
Date of hire to one full year	6.667 hours per month	7 Hours per month
1 full year through 8 full years	6.667 hours per month (80 hours)	7 Hours per month
9th year through 14 full years	10 hours per month (120 hours)	10.5 hrs. per month
15th year through 24 full years	13.333 hours per month (160 hours)	14 hours per month
25th year and over	16.667 hours per month (200 hours)	17.5 hrs. per month

Vacation requests must be made in advance to the Department Head or his/her designee. 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 Department Head or his/her designee is required for use of vacation requests of more than two (2) days. The Department Head 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.

For AFSCME Local 1058-B:
In the event of a conflict between designated vacation preferences the CITY will, consistent with operational requirements, consider seniority where conflicts arise, and the date the request was submitted, with the understanding that final allocation of vacation periods shall rest exclusively with the CITY in order to insure continuity of operations. The CITY may limit the number of people from one department, division or classification that can be scheduled off at the same time.

The City must have at least two (2) weeks notice before vacation of one (1) week or more shall be granted. For vacation time less than one (1) week, two (2) days notice shall be provided.

For all regular full time employees vacation shall be as indicated below:

A. Date of hire through fifteen (15) full years the employee will earn ten (10) hours per month.

B. Sixteen (16) years through twenty-five (25) full years the employee will earn 13.333 hours per month.

C. Twenty-six (26) years and over the employee will earn 16.667 hours per month.

All vacation time should be taken by the end of the calendar year after which it is earned. Carry over vacation leave shall not exceed one year's earnings. Employees failing to take earned vacation accrued beyond two year's earnings shall forfeit such vacation time.

12.2. Vacation Selection for 911

1. The City shall, by December 1 of each year, have a new vacation selection chart for the 911 Center. Seniority shall rule in the selection of vacation periods. Each person shall be allowed one day to make his choice of a vacation period. For the first selection only, a maximum of eighty-four (84) consecutive work hours may be selected. The period for vacation selection shall correspond with the shift assignment period as defined in Article 8.2.B.

   If an Employee does not select his vacation time within the time allowed, provided he was able to select, he will be passed over by the Employees following him on the seniority list. All selections shall be made by January 15, and the list returned to the Shift Supervisor by that date.

   The selection process will continue until all time has been selected or everyone has passed. Any subsequent requests for vacation must be submitted at least thirty (30) days in advance. Requests will not be denied solely on the basis of a 30-day notice. Vacation is determined by seniority, one selection at a time, and no bumping will be allowed. Holiday time is considered the same as vacation time except it cannot be carried over from one year to the next. When holiday time is chosen, it will be designated "holiday time."

   Vacations and holidays may be selected for dates within the annual permanent shift period as defined in Article 8.2.B of each year; however, no vacation or holiday time shall be allowed to be selected for any period of time already designated by two (2) employees on the same shift. It shall be the responsibility of the Shift Supervisor to consider manpower requirements in publishing the schedule and determining the number of personnel on vacation at any given time. Vacations may be postponed in event of an emergency.

2. Assistant Shift Supervisors shall pick vacation periods with the Shift Supervisor on his or her particular shift. Such selection shall be made in a manner that maintains either a Shift Supervisor, or an Assistant Shift Supervisor covering each shift.

3. Protected days off will begin with the first scheduled work day requested off through all concurrent days until the employee's next scheduled work day.

12.3 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 in good standing shall be entitled to vacation pay for vacation earned but not

received as of the date of separation. "In good standing" means voluntary resignation with two- (2) weeks' notice. The Department Head or his/her designee and the Human Resources Director shall make the determination of "good standing" and their decision shall be subject to the grievance procedure.

For AFSCME Local 1058-B:
A regular full-time employee, having worked for at least one year, upon leaving the CITY service in good standing, shall be compensated for vacation earned and not used as of the date of separation.

12.4. 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.

For AFSCME Local 1058-B:
Earned vacation leave may not be taken until satisfactory completion of the probationary period.

ARTICLE XIII

LEAVES OF ABSENCE

13.1. Unpaid Leaves of Absence

In accordance with Article IV, 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 seven 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

For AFSCME Local 1058-B:
Unpaid leaves of absence are set forth in the Rules and Regulations of the City of Rockford, Section 25. The provisions for Family Medical Leave in accordance with FMLA shall apply as set forth in the Rules & Regulations. Section 25-A.

13.2. 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, 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 (8.0) hours per month on an accrual basis for each month of service beginning thirty (30) days after the date of hire. Telecommunicators shall earn sick leave at the rate of twelve (12) hours per month.

Sick leave shall be authorized for absence from duty because of personal illness, legal quarantine, illness of spouse and dependent children, or for doctor/dentist appointments. Under the Illinois Employee Sick Leave Act, an employee can take up to ½ (one-half) of their annual sick leave allotment on account of the "employee's child, spouse, sibling,

parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury."

For AFSCME Local 1058: 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.

For AFSMCE Local 1058-B: Before sick leave will be granted an employee must contact his/her supervisor at the beginning of the scheduled shift. The employee may be required to submit a certificate signed by a physician stating the nature, extent and date of the employee's illness.

13.3 Discipline for Abuse of Leaves of Absence

Abuse of leaves of absence, tardiness and other misconduct related to attendance shall be subject to progressive discipline according to 7.1 of this agreement.

For AFSCME Local 1058-B: It is understood that excessive absenteeism, excessive tardiness or the abuse of sick leave constitute just cause for discipline and it is the intent of the employer to take corrective action. If the employee is disciplined for excessive absenteeism, excessive tardiness or the abuse of sick leave, the discipline shall not be set aside unless it is found to be arbitrary and capricious.

13.4. 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.

13.5. 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. Telecommunicators shall be allowed up to twenty-four (24) hours of personal leave in each calendar year. 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-(1) hour increments.

D. If the employee does not use the personal leave in the calendar year it is forfeited.

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.

For AFSCME Local 1058-B:
All regular full-time Employees covered under this Agreement shall be allowed up to sixteen (16) hours from their sick leave accumulation as personal leave during each calendar year. Use of such personal leave shall be subject to the following conditions:

1. Personal leave shall be subject to prior approval of the Department Head or his/her designee.

2. The Employee must give the Employer two (2) days notice prior to taking personal leave.

3. Personal leave may be taken in no less than one hour increments.

4. If the Employee does not use the personal leave in the calendar year, the right to the use of accumulated sick hours for this purpose is lost.

13.6 Sick Leave Donation (Local 1058-B only)

AFSCME-B employees may voluntarily donate their accrued sick leave for AFSCME-B employees who sustain a catastrophic disabling physical or mental illness, injury impairment or condition that requires in-patient care in a hospital, nursing home or hospice.

The following conditions shall apply to donated sick leave:

a. The employee shall be receiving care as described above for a period of over thirty (30) days.

b. Donated sick leave shall not be used by the recipient during the first thirty (30) days of confinement.

c. To be eligible for donated sick leave an employee shall first expend all accumulated sick leave, vacation, personal days, etc.

d. To be eligible to donate sick leave hours an employee shall have no less than 200 hours of accrued sick leave at the time of the donation.

e. Forty (40) hours of accrued sick leave is the maximum that any employee may donate for an employee's illness.

f. Application for donated sick leave shall be made to the Human Resources Department, and notice of the need for donated sick leave shall be communicated to the bargaining unit members. Such notice shall indicate the individual seeking donated sick leave, his or her qualification under this article, the amount of sick leave sought (if known), and the time frame in which employees wishing to donate must do so.

Should the employee receiving donated sick leave not utilize the entire amount donated, the remaining unused sick leave shall be returned to the donating employees on a pro-rated basis.

ARTICLE XIV

WAGES

14.1. Wage Plan

Appendix "C" attached hereto and the step increase procedures as outlined in 14.2. below shall continue for the term of this Agreement. The step increase procedure as outlined in 14.2. shall be in effect for the duration of this contract for movement from one step to another. Appendix "C" further identified by effective date shall describe the hourly rates for each range and step.

Both parties shall have the option to reopen wages in 2019 and two additional items for 2019 and 2020.
For AFSCME Local 1058-B: Refer to Appendix B-1.

14.2. Step Increases

Step increases will be processed without discrimination and in a timely fashion. Those Employees eligible for the step increase shall receive it on their anniversary date. To be eligible for a step increase, an Employee shall have achieved a score of at least 50 on their performance evaluation. An Employee who is dissatisfied with his/her evaluation shall have the right to appeal the evaluation to his/her Department Head at a meeting of the Employee, Supervisor, Department Head and a Union representative, if the Employee so desires. If the step increase is granted after this meeting, the increase will be made retroactive to the Employee's anniversary date.

Telecommunicators/assistant shift supervisors shall receive a thirty-year step increase at the employee's thirty-year anniversary date. Said thirty year step increase shall be a fixed figure that will not change unless it is so bargained, or otherwise agreed to in writing by both parties. That fixed figure shall be $53,447.40

For AFSCME Local 1058-B:
Step Increases shall not be automatic, but are awarded by the department head based on performance. Performance is judged by the City using the performance evaluation form. Employees scoring less than a total score of fifty (50) will not be eligible for a step increase. Those deemed to have earned a step increase shall receive it on the anniversary date of their current position. Employees who are deemed not to be meritorious of an increase shall be re-evaluated within sixty (60) days after the previous evaluation

14.3. Longevity Plan (Excludes AFSCME Local 1058-B)

For each five- (5) years of service, there will be an increase of two percent (2%) on the base rate of eligible Employees. Employees become eligible for longevity on the particular anniversary of certification of their appointment to the City date.

14.3A Certification Bonus
For AFSCME Local 1058-B: Certification bonus shall be paid for all certifications exceeding minimum requirements according to the following schedule in 26 pay period installments.

First and Second Certification - $260 per year each ($10 per pay period)
Third and Fourth Certification - $390 per year each ($15 per pay period)
Fifth and greater Certification - $520 per year each ($20 per pay period)

For all positions without specified minimum certification requirements, Certification Bonus' shall be payable for all certifications in excess of two (2) (i.e., an employee would receive $260 for his or her third and fourth actual certification).

14.4. General Increases

When an employee is promoted to a position in a higher pay range, the employee's wage shall be increased to the minimum rate for the higher range. In the case of overlapping pay steps and the employee to be promoted is at or above the minimum step of the pay range to which promoted, the promoted employee's wage shall be increased to the next step in the new range that represents at least a full step increase in wage. No promoted employee may exceed the maximum wage for the position to which they are promoted.

There shall be a general wage increase of 2% effective January 1, 2018.

14.5. Shift Differential (Excludes AFSCME Local 1058-B)

A sixty-five cent (65¢) per hour bonus shall be paid for hours worked on the second shift; a seventy-five cent (75¢) per hour bonus shall be paid for all hours worked on the third shift as provided for in Article 8.1.E.

The shift differential for Telecommunicators shall be seventy-five (.75) cents per hour for the shift beginning at 6:00 PM and ending at 6:00 AM.

14.6. Uniform Provisions (Excludes AFSCME Local 1058-B)

The City shall continue to provide uniforms for the following positions, in accordance with present practice:

Auto Mechanic	Water Service Inspector
Public Safety Auto Crew Leader	Water Meter Reader
Maintenance Repair Worker	Telecommunicator
Inventory Control Clerk	Parking Control Officer

14.7. Tool Allowance (Excludes AFSCME Local 1058-B)

Effective 1/1/01, all Auto Mechanics shall be eligible to receive up to $300 reimbursement for tool purchases per year, upon presentation of receipt for purchases made within the same year.

14.8. Telecommunicator Cleaning Allowance

Employees who have completed their first year of service by January 1 shall receive an annual cash allowance in the amount of $220 July 1 of each calendar year, to purchase and maintain such clothing and equipment as required. An employee who completes his/her first year of service after January 1 shall be entitled to a uniform allowance on July 1 in proportion to the number of days between his/her first anniversary date and December 31.

14.9 Translator Pay (from Article 17.8 in 1058-B)

Employees shall be eligible for additional compensation of three hundred ninety ($390.00) dollars, to be paid at the rate of $15.00 per pay period, for providing translation services for a department of the City. For an employee to be eligible for translator pay, an employee shall be required to:

A. Register with the Department of Human Resources
B. Pass a Competency Test

The City shall reserve the right to determine the number of employees necessary to provide translation services for each language or type of translation needed. As each translator position becomes available then the position shall be filled to the bargaining member meeting the requirements of this article and having the highest total seniority of City service.

14.10 Class A License Pay (Excludes AFSCME Local 1058-B)

Employees shall be eligible for additional compensation of three hundred ninety dollars, to be paid at the rate of $15.00 per pay period, for acquiring and maintaining a valid Illinois Class A driver's license. The employee will become immediately ineligible for the compensation should the license become lost, suspended or not maintained. The City reserves the right to set the number of individuals eligible to apply for such compensation from each division. As openings become available individuals shall be accepted on a seniority basis from the particular division that the opening has occurred. The City shall pay for and provide the equipment for testing for said license. All new hires shall be ineligible for such compensation and it is further agreed that new hires shall be required to obtain a Class A driver's license as required by job description.

14.11 Pesticide License Pay (Excludes AFSCME Local 1058-B)

Employees shall be eligible for additional compensation of two hundred sixty dollars, to be paid at the rate of $10.00 per pay period, for acquiring and maintaining a valid pesticide license. The employee shall become immediately ineligible for the compensation should the license be lost, suspended or not maintained. The City reserves the right to set the number of individuals eligible to apply for such compensation from each division. As openings become available, individuals shall be accepted on a seniority basis from the particular division that the opening has occurred.

ARTICLE XV

INSURANCE

15.1. 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.

15.2. Coverage and Contributions

CITY OF ROCKFORD HEALTH PLAN

PPO PLAN 2009	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

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

2. PPO Plan Participants will incur a 10% contribution surcharge if not participating in the Wellness Plan. The Wellness Plan does not include IHAP since IHAP participation is voluntary.

3. The annual in-network deductible for the PPO is $400 per person, not to exceed $1,200 for the family.

4. 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.

Effective January 1, 2013 through December 31, 2014:

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 2013 and 2014, the employee contribution shall not exceed the amounts reflected in the charts below. 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.

In 2013 and 2014, employees shall not see an increase in premium contributions or deductibles as shown below 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 employees reflected above. The contribution and deductible changes shall not be applied retroactively.

PPO Plan 2013	Annual EE Contribution with Discount	Biweekly EE Contribution with Discount	Biweekly EE Contribution w/o Discount	Annual Deductible In-Network	Annual Out-of-Pocket In-Network
Single	$754	$29	$31.90	$425	$1,275
Plus One	$1,508	$58	$63.80	$850	$2,550
Family	$2,236	$86	$94.60	$1,275	$3,825

PPO Plan 2014	Annual EE Contribution with Discount	Biweekly EE Contribution with Discount	Biweekly EE Contribution w/o Discount	Annual Deductible In-Network	Annual Out-of-Pocket In-Network
Single	$910	$35	$38.50	$450	$1,350
Plus One	$1,820	$70	$77.00	$900	$2,700
Family	$2,730	$105	$115.50	$1,350	$4,050

HSA Plan 2013 & 2014	Annual EE Contribution	Biweekly 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

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

2. PPO Plan Participants will incur a 10% contribution surcharge if not participating in the Wellness Plan. The Wellness Plan does not include IHAP since IHAP participation is voluntary.

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.

4. Deductibles for family coverage shall not exceed three times the per person deductible.

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 may seek to impose a twenty five dollar ($25.00) Office Visit Co-pay for medical visits should the City establish an onsite or near-site clinic. AFSCME has agreed to bargain in good faith the imposition of the office co-pay. The co-pay will not take effect until such time it is agreed to by AFSCME and the City.

15.3 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. All services through the BCBS network shall be 90/10 of the first $12,000. 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.

15.4. 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 and AFSCME B union members.

15.5. 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.

15.6. IHAP

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

15.7. Chiropractic Limit

The annual limit on chiropractic care is forty (40) visits per covered member.

15.8. 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, 2014 the City may implement a dental Preferred Provider Network with increased benefits with in-network providers. Dental coverage will be per the chart below.

Dental 2014	In-Network Coverage	Out-of-Network Coverage
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) per participant.

15.9. 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.

15.10. 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.

15.11. 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.

15.12. Working Spouse Provision

The City's health plan shall be primary for employees enrolled in the plan. If a spouse or civil union partner is employed and his/her employer offers a group health plan, the City's plan shall pay claims as a secondary payor, regardless of whether the spouse or civil union partner enrolls in their employer's plan. This provision shall become effective for AFSCME personnel once all City personnel are subject to this same provision. Dependent children dually enrolled in the City's plan and a spouse's employer's plan shall continue to be subject to coordination of benefits using the birthday rule.

15.13. Pre-Certification

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

15.14. 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 of the first $12,000).

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

1. The employee co-pay for generic prescription medication 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.

15.15. 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.

15.16 Early Retirement Incentive Program (Local 1058-B Only)

Employees with 20+ years of service who are 55+ years old on December 21, 2015 will be eligible for an early retirement incentive program. Employees must notify the City of their intention of retiring within 60 days from the point of ratification and must retire by August 1, 2016. The benefit will be equivalent to thirty-six (36) months of premium continuation at the "active" employee rate for single coverage. Program participants will be allowed to continue coverage at the plus-1 or family level, but will be responsible for maintaining the difference in premium contributions.

15.17. 2018-20 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, 2018 and each subsequent year of this contract (not to extend beyond 2020 unless mutually agreed to by the parties):

- Employees must submit to a comprehensive health exam at the wellness center, including at least one requested 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;

Employees shall be compensated within ninety (90) days of fully completing all requirements of the Comprehensive Wellness Program.

ARTICLE XVI

LOCKOUT AND STRIKES

16.1. Lockout

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

16.2. 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.

For AFSCME Local 2058-B:
The Union, its officers and agents, and the Employees agree not to instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of operations. Any or all Employees who violate any provisions of this Article may be discharged or otherwise disciplined in accordance with the Rules and Regulations of the City of Rockford. Any violations of this section by the Union will result in the immediate termination of this Agreement.

Upon notification by the City to the Union in writing that certain members are or may be engaged in a violation of this provision, the Union shall immediately take all reasonable, effective and affirmative action 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 XVII

MISCELLANEOUS

17.1. 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.

The parties agree the existing Labor Management Committee will continue to meet for the purpose of resolving matters of mutual concern.

For AFSCME Local 1058-B:
This agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently with or after this Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining except as provided for in the grievance procedure for its term.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited 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. Therefore the employer and the UNION for the duration of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement even though subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

17.2. Safety and Health (Excludes AFSCME Local 1058-B)

Present practices will be continued regarding supplying, repairing and cleaning of safety and health equipment and clothing, such as boots, raincoats, mechanics' overalls, hardhats, helmets, goggles, etc.

17.3. 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, political party members, or membership or non-membership in the Union.

17.4. 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.

17.5. Parking

The City shall provide free parking to all Employees within two (2) blocks from the nearest entrance of the primary office or building to which said Employee is assigned to work.

17.6. 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.

17.7. Supervision of Workers (Excludes AFSCME Local 1058-B)

Scheduling will not be changed for the purpose of avoiding overtime payment for bargaining unit members who volunteer or are assigned the responsibility of supervising any workers from outside agencies. These employees shall be selected from employees working a Monday through Friday work schedule.

17.8. Copies of Agreement

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

17.9. City of Rockford Rules & Regulations: Departmental Work Rules. (Excludes AFSCME Local 1058-B)

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. 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. The parties agree that upon agreement within sixty (60) days the City and the Union will meet to review and/or revise all policies and work rules.

17.10. 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.

17.11. 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.

17.12. C.D.L. Requirements (Excludes AFSCME Local 1058-B)

Any employee in the below listed classifications who currently maintain a valid Commercial Driver's License (CDL) must continue to do so from the effective date of this agreement forward. Newly hired employees or those current employees who change into the below classifications and do not have a CDL must acquire one within six (6) months of date of hire or six (6) months from the effective date of this agreement, whichever is longer. An employee's failure to maintain a valid CDL (if that CDL is a main requirement of their job) shall be subject to the provisions of Article 17.12. Employees will make every reasonable effort to maintain a valid CDL.

	Water Plant Operator
Public Safety Auto Crew Leader	Maintenance Worker
Crew Leader	Auto Mechanic
Senior Equipment Operator	Senior Tree Trimmer
Equipment Operator	Tree Trimmer
Traffic Signal Repairer	Parking System Repairer
Traffic Sign & Marking Technician	Water Service Inspector

Employees maintaining a CDL who do not volunteer for cross divisional operations shall not be expected to participate except in cases of extreme emergency as determined by the Director of Public Works or his designee.

Upon an employee's successful completion/renewal of a CDL, the City will reimburse for those expenses.

17.13. Criminal Background Checks

The City, in accordance with its overall proposal for criminal background checks as part of the personnel Rules & Regulations, shall perform criminal background checks on the positions identified below. This shall be effective only upon its inclusion in the Rules and Regulations. Criminal background checks for those positions identified shall only be for new employees hired after the effective date of this agreement, and those current employees who apply for the designated positions. Criminal background checks will be performed only for those applicants considered to be final candidates. It is understood that criminal background checks are a consideration in making an employee selection, and shall not be the sole criteria in making a final selection.

This shall apply to the following AFSCME Positions:

Account Clerk
Senior Account Clerk
Data Entry Operator
Police Technician
MSAG Technician
Land Use Planner
Rehabilitation Construction Specialist
Inspector
Sr. Inspector

17.14. Residency

1. Effective August 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 July 31, 2018 shall reside anywhere in Winnebago County or anywhere within fifteen (15) miles of the Winnebago County Public Safety or City Hall within six (6) months of completion of their introductory period.

17.15 Privacy

The Employer shall not provide information that is exempt from disclosure under the Freedom of Information Act (5 ILCS 140/7) and pertains to bargaining unit employees, to the Union, or to matters related to collective bargaining to an entity that is not a party to this Agreement. The Union and affected employee(s) shall be notified of any public disclosure request for information pertaining to the employee(s) at least seven days prior to the response of the Employer to the request. The Union and all affected employee(s) shall also be provided a copy of the public disclosure request.

17.16 Certification Requirements (Local 1058-B Only)

Covered employees must successfully fulfill the completion of the minimum certification requirements for their position, as identified in "Appendix C" of this Agreement. Any covered employee must meet minimum certification requirements for their position no later than twelve (12) months after their date of hire in their current position. Employees are required to submit copies of the results for all of their exams to their Department Head. A failure to meet and maintain minimum certification requirements shall result in immediate discharge.

17.17. Criteria for Certification Bonus Eligibility (Local 1058-B Only)

Employees covered under this Agreement shall be eligible to receive certification bonus pay in accordance with Article 14.4, for any completion of course work, training programs, or testing that is related to the specific functions of their position or duties; enhances their ability to perform their job responsibilities; and, results in the issuance of a license, certification, degree, or accreditation. All of the above criteria shall apply. No employee shall be eligible for certification pay for any of the above that is a minimum requirement for their position, as outlined in this Agreement or in their respective job description, or is a condition of employment with the City of Rockford. The employee must maintain active status on each certification to remain eligible for certification bonus and submit proof for every certification where a renewal is required.

The obtaining of a license, certification, degree, or accreditation may not be combined/compounded with any other as a basis for additional certification bonus pay; the bonus having the greater value shall apply. The employee must obtain pre-approval from his/her Department Head as to certification bonus eligibility. Any disputes over eligibility shall be appealed to the Director of Human Resources.

ARTICLE XVIII (Excludes AFSCME Local 1058-B)

TESTING FOR CONTROLLED SUBSTANCES

18.1. Policy Statement

The Union and the Employer agree that the use of illegal drugs, and the abuse of legal drugs by the Telecommunicators of AFSCME Local 1058 presents unacceptable risks to the safety and well-being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates current Departmental regulations and the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the adverse effects of drug abuse.

In the interest of employing persons who are not impaired by drug abuse in the performance of their jobs, and for the safety and well-being of employees and residents, the Employer will establish a program that will allow the Employer to take the necessary steps, including drug testing, to eliminate such abuse by such employees.

18.2. Definitions

A. "Drug(s)" shall mean any controlled substance listed in the Illinois Compiled Statues, Chapter 720, Act 570, known as the Controlled Substances Act, for which the person tested does not submit a valid prescription. Thus, the term "drug(s)" includes both abused prescription medications and illegal drugs. For the purposes on Random Drug Testing only, "drugs" shall mean:

- Amphetamines
- Cocaine
- Marijuana
- Opiates
- PCP

B. "Impairment" due to drugs shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug in his/her body. Where impairment exists, incapacity for duty shall be presumed.

C. "Positive Test Results" shall mean a positive result on both an initial screening test and confirming test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained drug or drug metabolite concentrations at or above the concentration level specified in the Section outlining Drug Testing Standards below.

D. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug for which a valid, prescription cannot be documented, which results in evidence of impairment while on duty.

E. The term "employee," for the purposes of this article only and not for any other collective bargaining language purpose, shall include all Telecommunicators of AFSCME Local 1058.

F. The term "refusal" shall mean an employee's unwillingness to submit to testing, including an inability to provide a urine specimen within three hours of a proper request to provide said sample, unless the employee can supply a credible medical excuse for the inability to supply a urine specimen.

18.3. Administration of Tests

A. Educating Employees Regarding Drug Testing

All eligible employees of the Fire Department will receive a copy of the Employer's drug testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the Employer will educate and inform the employees on the testing procedure and the consequences of testing positive for drug use/abuse. All newly hired employees will be provided with this education and information. No employees shall be tested unless this education and information has been provided to him/her.

B. Reasonable Suspicion Testing

1. Reasonable suspicion exists if specified objective facts and circumstances warrant rational inferences that a person is using, in possession of, and/or is individually impaired due to the abuse of drugs. Reasonable suspicion will be based upon the following:

   a. Observable phenomenon, such as direct observation of use, possession, and/or the evidence of individual symptoms of impairment resulting from using or being under the influence of drugs; and/or

   b. Information provided by an identifiable (including name), reliable and credible source, which can be independently corroborated. Information has to be given to the individual or his designee in accordance with Section D.2.

2. Where there is reasonable suspicion that an employee is under the influence of drugs or there is evidence of impairment while on duty, that employee may be required to report for drug testing. The Fire Chief or designee, or the Director of Human Resources or designee (these people shall be trained to determine the factors or symptoms needed for the reasonable suspicion test), shall determine if reasonable suspicion exist.

C. Random Drug Testing

1. The City and the Union agree that the employees shall be divided into two groups, day shift Telecommunicators and night shift Telecommunicators. The City and the Union further agree, for the purposes of Random Drug Testing only, that the day shift Telecommunicators and the night shift telecommunicators shall be assigned to previously designated random drug testing groups with IAFF Local 413, and shall be tested along with those groups when so selected in accordance with this Collective Bargaining Agreement. Specifically, the day shift

Telecommunicators shall be assigned to group twelve (12) and the night shit Telecommunicators shall be assigned to group thirteen (13), of IAFF Local 413 Random Drug testing Program. In the event that the Random Drug Testing Program with IAFF Local 413 is suspended or discontinued then the Telecommunicators AFSCME Local 1058 agree to be tested employing the same selection process as outlined in the Collective Bargaining Agreement of IAFF Local 413. The City shall not test randomly for the presence of alcohol. The City's Human Resources Department shall randomly select dates.

2. When the Human Resources Department selects a testing date, that department shall then contact the Chief or his designee, and then contact the President of the Fire Union, or such other individual as has been previously designated in writing by the President, the morning of the date selected to inform them that random testing will be done that date. It shall be the obligation of the Union representative to promptly come to the office of the Chief to participate in a selection of one or the thirteen groups by a random drawing. The Union President or his designee shall draw the group. While it is agreed that the President of the Fire Union, or designee, shall conduct the drawing the President of AFSCME local 1058or designee, shall receive the same notice and may be present if so desired.

3. All Telecommunicators on duty at the moment of the drawing shall be tested regardless of whether it is that employee's regular shift or workday. Any employee not scheduled to work on the day of the day of testing will be excused from testing that specific day. After the drawing of the group for testing no employee shall be allowed to leave until providing the urine sample. After the selection has been made the City may call in personnel as needed for manning purposes, but any personnel called in will not be randomly tested.

4. After the drawing the Chief or his designee shall order the selected group to report to the testing site as promptly as practical.

5. The employees in the selected group shall provide specimens of urine sufficient to allow for "split sample" collection and processing of the specimens.

6. The City will direct the laboratory to provide the Union, at the Union's mailing address, copies of the quarterly statistical summary which shows the number and types of tests performed and the number of tests showing positive or negative, as well as copies of the proficiency reports of the laboratory at the same time they are sent to the City.

7. The testing laboratory or testing facility will test a five (5) panel drug screen that will only include the following drugs:

   - Amphetamines
   - Cocaine
   - Marijuana
   - Opiates
   - PCP

8. a. Initial Screening Test Standards

   The following initial immunoassay test cutoff levels shall be used when screening specimens to determine the following:

Amphetamines.....1000 ng/ml
Cocaine metabolites..... 300 ng/ml
Marijuana metabolites..... 100 ng/ml
Opiate metabolites..... 300 ng/ml
Phencyclidine..... 25 ng/ml

b. Confirmatory Test Standards

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be quantitative analysis. Concentrations, which exceed the linear region of the standard curve, shall be documented.

Amphetamines:
Amphetamine.....500 ng/ml
Methamphetamine.....500 ng/ml
Cocaine
metabolites**.....150 ng/ml
Marijuana metabolites*..... ..... 15 ng/ml
Opiates:
Morphine..... 300 ng/ml
Codeine.....300 ng/ml
Phencyclidine..... 25 ng/ml

* Delta 9 tetrahydocannabinol 9 carboxylic acid
* Benzoylecgonine

D. Testing Procedure (for both Reasonable Suspicion and Random Testing)

1. This section shall be the procedure for both drug testing under Reasonable Suspicion and Random drug testing.

2. When an employee is ordered to submit to testing (other than random), the Employer shall provide the employee with a written notice of the order prior to testing. The written notice shall set forth all of the objective facts and the reasons for the order to test.

3. The employee shall be permitted to consult with a representative of the Union at the time the order is given. The testing procedure shall not be delayed more than (90) minutes to unavailability of a Union representative.

4. A refusal to submit to such testing shall be considered a positive test result, which can result in a disciplinary action up to and including discharge. Any employee who takes the test shall not be construed to have waived any objection or rights that he/she may have.

5. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act, that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

6. Use only a laboratory or facility which uses tamper proof containers, has a chain-of-custody procedure, maintains confidentiality, and preserves specimens for a minimum of twelve (12) months. The laboratory or facility must be available to demonstrate their sample handling procedures to the Union at least twice yearly,

upon reasonable notice. The Union shall make arrangements to travel to the location of the facility to observe the procedure. The travel costs shall be at Union expense. The laboratory or facility shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The laboratory or facility shall make such results available to the Union at least twice yearly, upon reasonable notice. At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee.

7. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be reserved for later testing if requested by the employee.

8. Collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security to the sample and its freedom from adulteration. Employee's shall not be witnessed by anyone while submitted a sample, except in circumstances where there is reasonable suspicion that the employee has or may attempt to compromise the accuracy of the testing procedure.

9. Confirm any employee who tests positive in the initial screening for drugs by testing the second portion of the same sample via gas chromatography, plus mass spectrometry (or "GC/MS") or the equivalent or better scientifically accurate and accepted method that will provide quantitative data about detected drug or drug metabolites;

10. Provide the employee tested with an opportunity to have the additional sample tested by an NIDA accredited clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense;

11. Provide each employee tested, upon written request, with a copy of all written information and written reports received by the Employer in connection with the testing and the results;

12. Ensure that no employee is subject to any adverse employment action except emergency temporary re-assignment or leave with pay during the pendency of any testing procedure where the employee's re-assigned is required. Any such emergency re-assignment or leave shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files;

13. Required that the Laboratory or hospital facility report to the Employee when a urine sample is positive only if both the initial and confirmatory test are positive. The parties agree that should any information concerning such testing or the results thereof be obtained inconsistent with the understanding expressed herein, the Employer and the Union shall not use such information in any manner or forum adverse to the employee's interest.

18.4. Drug Testing Standards (for Reasonable Suspicion)

A. Initial Screening Test Standards

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are positive for the following ten (10) drugs/classes of drugs:

	Initial Test Level
Amphetamines	1000 ng/ml
Barbiturates	300 ng/ml
Secobarbital	300 ng/ml
Pentobarbital	1000 ng/ml
Phenobarbital	3000 ng/ml
Butabartial	3000 ng/ml
Benzodiazepines	300 ng/ml
Cocaine metabolites	300 ng/ml
Marijuana metabolites	100 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Propoxyphene	300 ng/ml
Propoxyphene	300 ng/ml
Norproxyphene	300 ng/ml

B. Confirmatory Test Standards

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be quantitative analysis.

Concentrations, which exceed the linear region of the standard curve, shall be documented.

	Confirmatory Test Level
Amphetamines:	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml
Barbiturates	200 ng/ml
Secobarbital	1000 ng/ml
Pentobarbital	1000 ng/ml
Phenobarbital	1000 ng/ml
Butabartial	1000 ng/ml
Benzodiazepines	200 ng/ml
Cocaine metabolites*	150 ng/ml
Marijuana metabolites**	15 ng/ml
Methadone	200 ng/ml
Methaqualone	200 ng/ml

	Confirmatory Test Level
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Propoxyphene	200 ng/ml
Propoxyphene	300 ng/ml
Norproxyphene	300 ng/ml

* Delta 9 tetrahydocannabinol 9 carboxylic acid
* Benzoylecgonine

C. Changes in Test Standards

The cutoff levels as test standards may be amended during the term of this agreement, by mutual written agreement based on newly adopted NIDA screening and confirmatory standards.

18.5. Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any test permitted by this Agreement. Any re-resting of samples by the Union and/or employee shall be at their expense. If re-testing shows a negative result, then the Employer will reimburse the employee for the expense of re-testing.

18.6 Voluntary Request for Assistance

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, prior to any drug test being ordered or administered, through the Employer's EAP Program, or through one of the City's health care providers and/or referrals to other recognized or certified programs, for an alcohol or drug related problem, other than that the Employer may place the employee on leave during treatment. The Employer shall make available through its Employee Assistance Program a means by which the employee may obtain referrals, while undergoing treatment or when otherwise unfit for duty in his current assignment. All such requests shall be confidential. When undergoing treatment or when otherwise unfit for duty in his current assignment, employees shall be allowed to use: 1) Accumulated sick leave; and/or 2) Paid leave; and/or 3) Be placed on an unpaid leave pending treatment.

18.7. Discipline

If an employee has positive results from a drug test he/she will undergo professional consultation and evaluation and undergo and complete treatment as prescribed by that professional; however, if the positive result follows a tests administered after an accident with fatalities and/or citations said employee will be discharged. In all other cases involving a positive result, the employee in question will be discharged if:

- She or he does not successfully rehabilitate as determined by follow-up testing set forth by aforementioned professional; or
- He/she has a second positive; or
- He/she admits to continued or renewed use of a controlled substance.

18.8 Insurance Coverage

The Employer shall provide health insurance, which may cover all or a portion of the cost of the EAP Program. The insurance should provide for both outpatient and in-patient treatment, consistent with the City of Rockford Health Plan, depending on the appropriate course of action in each employee's case.

18.9 Duty Assignment

The nature of the EAP or treatment program allows the employee to continue to work during treatment, the Employer may maintain the individual's previous employment status. If an employee participates in an in-patient program, which precludes continued employment, the employee shall be granted a leave to do so. At the end of such leave, the employee shall be returned to his former position with no loss of seniority and accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of his/her treatment lease.

Employees who voluntarily report to the Supervisor that they are taking prescribed or over-the-counter medication that has adverse side effects. Which interfere with the employee's ability to perform his/her normal duties, may be temporarily reassigned with full pay to their duties.

Nothing in this Section shall prevent an employee from seeking treatment or taking a treatment leave more than one time in a year for in-patient treatment.

18.10 Confidentiality of Test Results

The results of drug test will be disclosed to the person tested, the Chief, the Director of Human Resources, and such other officials, as may be mutually agreed to by the parties. If the employee is represented by a Union and consents in writing, the test results will be disclosed to the employee's Union President or designee. Test results will not be disclosed externally except where required for disciplinary purposes.

ARTICLE XVII

TERMINATION

This Agreement shall be effective as of January 1, 2018 and shall remain in effect until midnight, December 31, 2020, 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, 2018, 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, COUNTY AND MUNICIPAL EMPLOYEES

Jay Ferraro, Chief Spokesperson Council 31, Staff Representative

Christina Loudermilk, President Local 1058

Leandro Garcia, Vice President Local 1058

Laura Anderson, Negotiating Committee

Stephanie Busso, Negotiating Committee

A.J. Indovina, Negotiating Committee

Ben Larson, Negotiating Committee

Darius Morrow, Negotiating Committee

Julie Michaelson, Negotiating Committee

Tracy Pauley, Negotiating Committee

Clifton Street, Negotiating Committee

Sue Whitley, Negotiating Committee

CITY OF ROCKFORD,
A MUNICIPAL CORPORATION

Nicholas Meyer, Chief Spokesperson, Legal Director

Angela Hammer
Shurice Hunter
Kim Ryan
Xavier Whitford
Leah Sterrenberg
Scott Prine
Nelson Sjostrom
Rob Wilhelmi
Kyle Saunders
Kwame Calvin
Mitch Leatherby
Matt Baillargeon

APPENDIX "A"

(6/2013)

Classification	Range
Public Safety Auto Crew Leader	29
Assistant Shift Supervisor	28-A
P.W. Crew Leader	28
Water Service Supervisor	28
Auto Mechanic	28
Water Plant Operator	28
Telecommunicator	26-A
Traffic Signal Repairer	26
Senior Equipment Operator	26
Water Service Inspector	26
Senior Tree Trimmer	26
Property & Evidence Specialist	25
Water Utility Tech	25
Tree Trimmer	24
Property and Evidence Technician	24
Maintenance Repair Worker	24
MSAG Technician	24
Purchasing Technician	23
Equipment Operator	23
Traffic Sign & Marking Technician	22
Police Technician	22
Parking System Repairer	22
Crisis Intervention Caseworker	21
Computer Technician	21
Senior Account Clerk	21
Inventory Control Clerk	21
Purchasing Assistant	20
Senior Secretary	20
Senior Clerk-Payroll	20
Photo Technician	20
Employee Clerk	20
Maintenance Worker	20
Custodial Worker	20
Customer Service Clerk	20
Secretary	19
Account Clerk	19
Senior Clerk	19
Data Entry Operator	19
Parking Control Officer	19
Water Meter Reader	19
Parking Lot Attendant	19
Clerk	17

NOTE: If as a result of a job audit of any of the titles listed in Appendix "A" a job title is reclassified or a new job title is created, the reclassified or newly classified position will not be excluded from the Bargaining Unit.

APPENDIX "A1"

TITLE	PAY RANGE
Zoning Assistant	13
Sanitation Enforcement Officer	14
Neighborhood Enforcement Specialist	15
Rehabilitation Construction Specialist	15
Engineering Technician	15
Land Use Planner	16
Inspector	20
Senior Inspector	24

APPENDIX "B"

The following positions will be deemed excluded from the bargaining unit as confidential:

1. All clerical employees in the Mayor's Office.

2. All clerical employees in the Legal Department.

3. All employees of the Human Resources Department.

4. One (1) clerical employee in the Department of Public Works and two (2) clerical employees in support of the Capital Improvements Projects Manager.

5. Four (4) support staff in the Police Department.

6. One (1) secretary in the Finance Department.

7. One (1) secretary in the Fire Department.

APPENDIX "B1"

INTERNATIONAL CODE COUNCIL MINIMUM CERTIFICATION REQUIREMENTS FOR INSPECTOR POSITIONS

Building Inspection

Residential Building Inspector Examination
Commercial Building Inspector Examination

Electrical Inspection

Residential Electrical Inspector Examination
Commercial Electrical Inspector Examination

Mechanical Inspection

Residential Mechanical Inspector Examination
Commercial Mechanical Inspector Examination

Plumbing Inspection

Illinois State Plumbing License

Property Standards Inspection

Property Maintenance and Housing Inspector Examination (ICC or AACE) , or
Residential Building Inspector Examination

Residential Remodeling Inspector

Property Maintenance and Housing Inspector, and
Residential Building Inspector Examination, or
Residential Electrical Inspector Examination, or
Residential Mechanical Inspector Examination, or
Illinois State Plumbing License

AFSCME 1058 UNION PAY SCHEDULE
January 1, 2018 to December 31, 2018

APPENDIX "C"

RANGE	A	B	C	D	E	F	G	H	ANNUAL A	ANNUAL B	ANNUAL C	ANNUAL D	ANNUAL E	ANNUAL F	ANNUAL G	ANNUAL H
17	15.21	15.82	16.45	17.14	17.81	18.52	19.25	20.03	31,637	32,906	34,216	35,651	37,045	38,522	40,040	41,662
18	15.82	16.45	17.14	17.81	18.52	19.25	20.03	20.82	32,906	34,216	35,651	37,045	38,522	40,040	41,662	43,306
19	16.45	17.14	17.81	18.52	19.25	20.03	20.82	21.66	34,216	35,651	37,045	38,522	40,040	41,662	43,306	45,053
20	17.14	17.81	18.52	19.25	20.03	20.82	21.66	22.53	35,651	37,045	38,522	40,040	41,662	43,306	45,053	46,862
21	17.81	18.52	19.25	20.03	20.82	21.66	22.53	23.43	37,045	38,522	40,040	41,662	43,306	45,053	46,862	48,734
22	18.52	19.25	20.03	20.82	21.66	22.53	23.43	24.38	38,522	40,040	41,662	43,306	45,053	46,862	48,734	50,710
23	19.25	20.03	20.82	21.66	22.53	23.43	24.38	25.36	40,040	41,662	43,306	45,053	46,862	48,734	50,710	52,749
24	20.03	20.82	21.66	22.53	23.43	24.38	25.36	26.36	41,662	43,306	45,053	46,862	48,734	50,710	52,749	54,829
25	20.82	21.66	22.53	23.43	24.38	25.36	26.36	27.42	43,306	45,053	46,862	48,734	50,710	52,749	54,829	57,034
26	21.66	22.53	23.43	24.38	25.36	26.36	27.42	28.52	45,053	46,862	48,734	50,710	52,749	54,829	57,034	59,322
27	22.53	23.43	24.38	25.36	26.36	27.42	28.52	29.65	46,862	48,734	50,710	52,749	54,829	57,034	59,322	61,672
28	23.43	24.38	25.36	26.36	27.42	28.52	29.65	30.82	48,734	50,710	52,749	54,829	57,034	59,322	61,672	64,106
29	24.38	25.36	26.36	27.42	28.52	29.65	30.82	32.05	50,710	52,749	54,829	57,034	59,322	61,672	64,106	66,664
30	25.36	26.36	27.42	28.52	29.65	30.82	32.05	33.35	52,749	54,829	57,034	59,322	61,672	64,106	66,664	69,368

TELECOMMUNICATORS

January 1, 2018 to December 31, 2018

	A	B	C	D	E	F	G	H	I	J*	ANNUAL A	ANNUAL B	ANNUAL C	ANNUAL D	ANNUAL E	ANNUAL F	ANNUAL G	ANNUAL H	ANNUAL I	ANNUAL J*
26A	21.66	22.53	23.43	24.38	25.36	26.36	27.42	28.52	30.21	31.44	45,053	46,862	48,734	50,710	52,749	54,829	57,034	59,322	62,837	65,395
28A	23.43	24.38	25.36	26.36	27.42	28.52	29.65	30.82	32.67	33.39	48,734	50,710	52,749	54,829	57,034	59,322	61,672	64,106	67,954	70,491

*J Completion of 30 Years

APPENDIX C1

AFSCME-B 1058 UNION PAY SCHEDULE
January 1, 2018 to December 31, 2018

RANGE	A	B	C	D	E	ANNUAL A	ANNUAL B	ANNUAL C	ANNUAL D	ANNUAL E
13	20.41	21.24	22.08	22.95	23.87	42,453	44,179	45,926	47,736	49,650
14	21.24	22.08	22.95	23.87	24.84	44,179	45,926	47,736	49,650	51,667
15	22.08	22.95	23.87	24.84	25.84	45,926	47,736	49,650	51,667	53,747
16	22.95	23.87	24.84	25.84	26.87	47,736	49,650	51,667	53,747	55,890
17	23.87	24.84	25.84	26.87	27.94	49,650	51,667	53,747	55,890	58,115
18	24.84	25.84	26.87	27.94	29.05	51,667	53,747	55,890	58,115	60,424
19	25.84	26.87	27.94	29.05	30.20	53,747	55,890	58,115	60,424	62,816
20	26.87	27.94	29.05	30.20	31.41	55,890	58,115	60,424	62,816	65,333
21	27.94	29.05	30.20	31.41	32.67	58,115	60,424	62,816	65,333	67,954
22	29.05	30.20	31.41	32.67	33.99	60,424	62,816	65,333	67,954	70,699
23	30.20	31.41	32.67	33.99	35.34	62,816	65,333	67,954	70,699	73,507
24	31.41	32.67	33.99	35.34	36.75	65,333	67,954	70,699	73,507	76,440

APPENDIX "D"

AFSCME 1058 TELECOMMUNICATOR
Permanent Shift Schedule

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
"A" SHIFT							
Week One		0600-1800	0600-1800			0600-1800	0600-1800
Week Two	0600-1800			0600-1800	0600-1800		
"B" SHIFT							
Week One		1800-0600	1800-0600			1800-0600	1800-0600
Week Two	1800-0600			1800-0600	1800-0600		
"C" SHIFT							
Week One	0600-1800			0600-1800	0600-1800		
Week Two		0600-1800	0600-1800			0600-1800	0600-1800
"D" SHIFT							
Week One	1800-0600			1800-0600	1800-0600		
Week Two		1800-0600	1800-0600			1800-0600	1800-0600

NOTE: For Telecommunicators, the defined workweek shall be as follows:

A & C (days) 12:01 PM Saturday through 12:00 PM (Noon) the following Saturday.

B & D (nights) 12:01 AM Sunday through 12:00 AM (Midnight) the following Sunday.

AGREEMENT MEMORANDUM

CORRECTED COPY 6/7/90

On February 22, 1988, the following Agreement was reached between AFSCME Local 1058 and the Rockford Police Department management. This was the culmination of a grievance hearing, and pertains only to Com-Center Personnel.

> Two times per year, each employee may request TC and/or personal days (s) in conjunction with a vacation pick and management will not turn this request down based solely on the necessity to hire overtime to fill the slot. However, if the TC or personal day picked falls on a holiday, forced overtime will be a valid reason for rejecting the request, as it would be unduly disruptive to operations. Employees will be allowed a maximum of five (5) days before and five (5) days after a scheduled vacation once; and, Employees will be allowed to take a maximum of three (3) days before and three (3) days after a scheduled vacation once.

MEMORANDUM OF AGREEMENT

In reference to the "Drug and Alcohol Testing of Commercially Licensed Driver" contained within Section 6 of the Personnel Rules and Regulations.

TESTING

The labs must be willing to demonstrate their sample handing procedures to the Union at any time. The labs shall make such results available to the Union upon request.

The Personnel Department shall, with the employee's consent, notify the Union of any positive test result within sixty (60) hours. Management shall make available to the Union a copy of the written report from the laboratory within twenty-four (24) hours after the report is received by Management. Reports of a positive test shall, at a minimum, state (1) the type of tests conducted, (2) the sensitivity (cut-off point) of the methodology employed, and (3) any available information concerning the margin of accuracy and precision of the quantitative data reported for the test(s).

COMPENSATION FOR TESTING

The employee shall be compensated for all time lost from work while participating in the random testing process. The employee shall be compensated at the appropriate overtime rate. The employee shall be paid for a minimum two (2) hours at t5ime and one-half his/her normal rate of pay for hours exceeding the normal workday.

REASONABLE SUSPICION

If the suspicion is confirmed, the Union shall be notified and the Employer shall arrange for the drug or alcohol test. Management shall inform the employee being ordered to submit to the test of his/her right to consult with a Union representative before submitting to the test.

DISCIPLINE

In accordance with the section entitled "Discipline" within Drug/Alcohol Testing of Commercially Licensed Drivers contained within the Personnel Rules and Regulations, the following shall apply for members covered under this Agreement.

> The first violation shall be subject to appropriate discipline under Section 20 or the applicable Union contract depending on the severity and/or illegality of the violation.
>
> After two (2) violations of this policy the driver shall be terminated.
>
> Every driver who has engaged in violations of this policy will be advised by the employer of resources available to the driver in evaluating and resolving problems associated with the misuses of drugs or alcohol.

Violations shall mean any time a driver engages in prohibited conduct under the policy or whose test meet the criteria for a violation as defined in 49 CFR Part 382, or; who refuses to submit to testing.

SAVINGS CLAUSE

The parties agree that this policy and Employee Assistance Program shall not diminish the rights of individual employees under state and federal laws relating to drug testing, including privacy rights, nor to an employees right to utilize the grievance and arbitration procedures of the Collective Bargaining Agreement.

CONFIDENTIALITY

The Union and the Employer agree to keep the names of employees undergoing this procedure confidential. It is understood that an employee's supervisor(s) must be notified of that employee's ineligibility to drive CDL vehicles.

REVOCATION

This Agreement shall remain in effect only so long as Drug and Alcohol testing of CDL drivers remains a requirement of the Federal Department of Transportation.

(Signed Agreement on file)
Einar Forsman, Director of Personnel

5/28/1998
Date

(Signed Agreement on file)
Jay Ferraro, AFSCME Representative
AFSCME Local 1058

5/28/1998
Date

SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF ROCKFORD AND AFSCME LOCAL 1058

Effective July 1, 2201, the City of Rockford and AFSCME Local 1058 have agreed as follows:

The City of Rockford health plan shall provide coverage for birth control pills at the same co-pay as other medications.

Dated this 27th day of August, 2001.

(Signed Agreement on file)
Jay Ferraro, Council 31 Staff Representative

(Signed Agreement on file)
John C. Becker, Director of Personnel

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF ROCKFORD AND AFSCME LOCAL 1058

It is hereby agreed between AFSCME Local 1058 and The City of Rockford that the "pay scale" historically contained in the Collective Bargaining Agreement (CBA) as "Appendix C, " is, and shall remain a pay grid that is, by its design, a matrix currently beginning at 17A and continuing to four (4.0%) percent increments in columns, representing pay steps, and four (4.05) percent increments in rows, representing pay ranges.

In consideration of adding two (2) cents to the upper left-hand matrix cell, currently 17A (for a total of $9.76), IT IS HEREBY AGREED that all future "across-the-board" increases negotiated between the parties shall be applied only to the upper left-hand matrix cell, and that the four (4%) percent design of the matrix as described above, shall be maintained inviolate.

Dated this 27th day of August, 2001.

(Signed Agreement on file)
Jay Ferraro, Council 31 Staff Representative

(Signed Agreement on file)
John C. Becker, Director of Personnel

MEMORANDUM OF AGREEMENT

March 3, 2004

Mr. Tom Jaquet
President
AFSCME Council 31 Local 1058

Dear Tom:

As agreed the City of Rockford and AFSCME Council 31 Local 1058 will implement and follow the attached "work day/work week" schedule for Report Review.

(Signed Agreement on file)
Joseph Bruscato, City Attorney

(Signed Agreement on file)
Tom Jaquet, AFSCME Council 31, Local 1058

The work day/work week for **Report Review** shall be as follows:

Report Review desk to be manned 24/7 to include holidays.

Work Day

Report Review is divided into 5 different shifts/positions:

1. 1st Shift 0600-1400 hours
2. 2nd Shift 1400-2200 hours
3. 3rd Shift 2200-0600 hours
4. Relief Shift works rotation shifts to cover days off for 1st, 2nd, and 3rd shifts.
5. Cover Shift works scheduled vacation/sick time schedules for other four.

Work Week

Days off are rotated on a weekly basis as follows:

Week 1	Off Monday and Tuesday
Week 2	Off Wednesday and Thursday
Week 3	Off Friday and Saturday
Week 4	Off Sunday and Monday

This will allow one weekend off that includes Friday and Monday every three (3) weeks.

SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF ROCKFORD AND AFSCME LOCAL 1058

Effective with ratification of the 2001-2003 Collective Bargaining Agreement, the City of Rockford and AFSCME Local 1058 have agreed as follows:

1. For the Friday after Thanksgiving, employees assigned to a regular forty (40) hour shift in the (police) records center, shall not be required to work that holiday except as follows: The City may place (an) employee(s) on-call. If an employee is paged, he or she shall report to work within one (1) hour.

2. For the Christmas Eve Holiday, the City shall assign the mid-shift (police) records center employee to work the afternoon shift.

Dated this 27th day of August, 2001.

(Signed Agreement on file)
Jay Ferraro, Council 31 Staff Representative

(Signed Agreement on file)
John C. Becker, Director of Personnel

MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF ROCKFORD AND AFSCME
LOCAL 1058

It is hereby agreed between AFSCME Local 1058-C and The City of Rockford that the Side Letter Agreement regarding "Cover-Alls" for employees assigned to the "Hydrant Maintenance" crew dated August 27, 2001, is terminated effective upon ratification/approval of the 2018-2020 Collective Bargaining Agreement. After the ratification/approval of the 2018-2020 Collective Bargaining Agreement, the City of Rockford is no longer required to provide "Cover-Alls" for employees assigned to the "Hydrant Maintenance" crew while assigned to that task.

Dated this 14th day of September, 2018.

Jay Ferraro, Council 31 Staff Representative

Nicholas Meyer, Chief Spokesperson and Legal Director

February 14, 2017

VIA EMAIL (esadlowski@afscme31.org)
Cc: Garry Cacciapaglia, President, Local 1058 AFSCME, AFL-CIO

Mr. Ed Sadlowski
Council 31 AFSCME, AFL-CIO
212 South First Street
Rockford, IL 61104

Dear Ed:

Following up our meeting last week, my client, the City of Rockford, has authorized me to make the following offer to the AFSCME "Big Unit" and AFSCME "B" bargaining groups:

(1) The parties agree to "roll-over" the 2015-16 CBAs for 2017 with the following modifications:

a. Wages: Under Section 14.1, the parties agree to an increase of 2% effective January 1, 2017.

b. Wellness bonus: The parties agree to extend the 2015-16 Pilot Comprehensive Wellness Program into 2017. Employees who comply with the terms specified in the CBA during 2017 will be eligible for the $100 pilot Comprehensive Wellness Program bonus.

(2) The terms of this letter is subject to the ratification by the union members and the City Council, and both bargaining teams will recommend to their respective parties that the tentative agreements be ratified.

Edward A. Sadlowski 2/21/17
Edward A. Sadlowski
Staff Representative
Council 31 AFSCME, Local 1058

Paul Denham
Director of HR & City Attorney
City of Rockford