

**COLLECTIVE BARGAINING AGREEMENT**

between

**AFSCME COUNCIL 31**

**LOCAL 1058-B**

and

**CITY OF ROCKFORD, ILLINOIS**

**January 1, 2012 through December 31, 2014**

**Local 1058-B AFSCME**  
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**ARTICLE I**  
**INTENT AND PURPOSE**

**1.1. Intent and Purpose**

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; to establish an entire agreement covering wages, hours, benefits and working conditions and to provide for the prompt and equitable resolution of disputes 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 otherwise specifically provided in this Agreement, the CITY retains all rights and functions of management that it has by law. As long as the action of the CITY does not violate any specific provisions of this Agreement it shall have the absolute and unqualified right to in its sole discretion:

- A) The CITY retains the sole right and authority to operate and direct the affairs of the CITY including the exclusive management control and operations of the departments including all rights and authority exercised by the CITY prior to the execution of this Agreement;
- B) These rights include the right to set standards of service to be offered to the citizens; to determine the hours of work; to direct the workforce;
- C) To prescribe overtime and policies related thereto; select the managerial and supervisory employees; direct, plan and control the operation of departments;
- D) To determine the size of the workforce, the allocation and assignment of work or workers; the quality and quantity of work to be performed, the determination of policies affecting the right to hire, recall, transfer, promote, lay off, discipline, suspend or dismiss employees for just cause;
- E) The CITY shall have the right to reduce the workforce due to the lack of work or other legitimate reasons; to maintain discipline and control and the use of CITY property and the determination of safety measures;
- F) The CITY shall have the right to determine and enforce reasonable rules and regulations and the right to make reasonable changes to such rules and regulations and to enforce such changes;
- G) The CITY maintains right to subcontract any work of any kind.
- H) The CITY maintains the right to enforce all existing applicable State Statutes, City Ordinances and City Rules & Regulations.

#### 2.3. Union Cooperation

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.

## 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.

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 covered under this Agreement shall be those who hold the bargaining unit positions listed in Appendix A of this Agreement, with the following provision:

- A) The Engineering Technician position refers to employees of the same title/classification in the Community 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. 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. Union Access

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.

### **3.5. 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 about the UNION'S meetings, elections and results, educational and social activities or other UNION related matters.

### **3.6. Fair Share**

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

Should any Employee be unable to pay their contributions to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the Employee affected and the Union. If the Union and the Employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved Labor Board list of charitable organizations to which such payment is to be made or the employee may elect to pay cash, as long as such payment is paid, by furnishing a written receipt to the Union on a monthly basis, that such payment has been made to the designated charitable organization.

### **3.7. Check off/Fair Share Deduction**

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. Thereafter, such employee shall pay their fair share in accordance with Section 3.6 of this Article.

The proportionate fair share payment, as certified annually by the Union to be current (not to exceed the amount of Union dues) pursuant to the Illinois Public Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member each month. The amount of the above employee deductions shall be remitted to AFSCME Council 31, 615 So. 2nd St., P.O. 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., P.O. Box 2328, Springfield, IL 62705-2328 within 30 days of hire or reinstatement, the names, addresses, and social security numbers for payroll deduction. The City, upon receipt of notification from AFSCME, shall deduct the applicable fair share during the next possible payroll period.

### **3.8. 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.

### **3.9. Indemnification**

Only Union monthly dues, fair share charges and the 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.

### **3.10. Union Activities**

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.

### **3.11. Information Provided to the Union**

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.

### **3.12. 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, 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.

### **3.13. 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 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 Lists**

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.

#### **4.3. Job/Shift Assignments**

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.

#### **4.4. 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 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. Reduction in Forces**

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.

#### **4.7. Recall from Lay Off**

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 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. Employees covered under this Agreement are not eligible to request/receive a job audit, unless requested by their Department Head and approved by the Director of Human Resources.

#### 5.2. 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 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.

#### 5.3. Temporary Transfers

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.

## **ARTICLE VI**

### **PROMOTIONS/DEMOTIONS AND DISCHARGE**

#### **6.1. Promotions**

The City of Rockford believes in equal opportunity for all and will employ and/or promote the best-qualified persons to fill positions regardless of race, color, creed, sex, age or national origin. 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. The applications of qualified candidates not selected will be retained in an active applicant file for a period of one (1) year.

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**

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 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. Suspension Pending Discharge

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.

#### 7.3. 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.
- 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. Just Cause

Disciplinary action may be imposed upon an employee only for just cause.

## **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.

## ARTICLE VIII

### HOURS OF WORK

#### 8.1. Work Day/Work Week

- 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.
- 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. Lunch Periods/Rest Periods

Lunch periods of thirty (30) or sixty (60) minutes may be established by the Department Head or his/her designee. 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. All lunch periods shall be deducted from the work day in determining the total hours worked.

## 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. 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 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 3.9. Union Access.

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

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

## ARTICLE X

### OVERTIME OPPORTUNITIES AND PAY

#### 10.1. Definition

Any employees under this Agreement who are required to perform work in excess of forty (40) hours per week, shall be compensated at the rate of time and one half their regular base hourly rate. Overtime shall not be compounded nor paid on overtime. For purposes of overtime computation, sick time, jury duty and bereavement leave shall not be considered as time worked.

#### 10.2. 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. 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.
- C. Call-In Pay
  - 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.

## ARTICLE XI

### HOLIDAYS

#### 11.1. General

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday of January
3. President's Day
4. Good Friday 4 hours - p.m.
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Friday after Thanksgiving Day
12. Christmas Day/Christmas Eve 4 hours - p.m.

The Mayor may declare additional holidays when it is deemed in the best interest of the City and consistent with good business practice. Whenever any legal holiday above falls on a Sunday, the following business day shall be considered a legal holiday. Whenever any legal holiday listed above falls on a Saturday, the preceding Friday shall be considered a legal holiday.

#### 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 with approval of the department head or his/her designee.

## **ARTICLE XII**

### **VACATIONS**

#### **12.1. Vacation Schedule**

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.

#### **12.2. Vacation Accumulation**

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.

#### **12.3. Separation from Service**

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**

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

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) hours per month on an accrual basis for each month of service beginning thirty (30) days after date of hire.

Sick leave shall be granted for absence from duty because of personal illness, immediate family illness, legal quarantine or medical appointment.

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. Excessive Absenteeism or Tardiness

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 seventy-five percent (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.

#### **13.4.A Sick Leave Donation**

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.

### **13.5. Personal Leave**

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.

## ARTICLE XIV

### WAGES

#### **14.1. Bargaining Unit Positions and Wage Scale (See Appendixes A and B)**

#### **14.2. Step Increases**

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. Wages**

There shall be a one-time lump sum contract signing bonus for AFSCME B personnel employed on the date of ratification and contract execution, of 1 % of wages earned in 2012, as a quid pro quo for the compromises on the health plan.

There shall be a general wage increase of 2% effective the first full payroll period of 2012. The one-time bonus and 2012 wage increase shall not compound.

There shall be a 2% general wage increase effective the first full pay period of 2013. In addition, there shall be an additional ½% general wage increase, effective the first full payroll period of 2013, in recognition of the agreement to increase health plan premium and deductible contributions. The increases effective in 2013 shall not compound.

There shall be a 2% general wage increase effective the first full pay period of 2014. In addition, there shall be an additional ½% general wage increase, effective the first full payroll period of 2014, in recognition of the agreement to increase health plan premium and deductible contributions. The increases effective in 2014 shall not compound.

The above provisions shall apply to all employees covered under this Agreement, except as amended in Appendix B.

#### **14.4. Certification Bonus**

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).

## 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.

<b>PPO Plan 2013</b>	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

<b>PPO Plan 2014</b>	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

<b>HSA Plan 2013 &amp; 2014</b>	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 one thousand, five hundred dollars (\$1,500.00) 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.

<b>Dental 2014</b>	<b>In-Network Coverage</b>	<b>Out-of-Network Coverage</b>
Preventive	100%	100%
Basic	80%	50%
Major	50%	50%
Orthodontia	50%	50%

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

### **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**

Current employees who are vested participants in the IMRF Retirement System shall be eligible for the Early Retirement Incentive Program, as provided in the paragraph below:

Employees who already qualify or meet the necessary qualifying age and length of service for receiving a pension from the IMRF Pension Fund during the 2004 calendar year, and who notify the City of Rockford of their intent to retire from the City of Rockford as provided below, shall be eligible to receive a \$4,000 discount on the annual premium charge for the City of Rockford Health Insurance. Such a discount will begin on the first month of insurance coverage as a retiree and shall not exceed \$20,000 in discounts over the following 60 months. The discount will be pro-rated as a reduction based on monthly premium (\$333.33/month). In the event the monthly charge for a participant's health insurance coverage is less than the subsidy/reduction amount, the subsidy shall only cover that charge and no additional monies would be due to the participant.

The retiree's dependent, as eligible and defined under the City of Rockford Health Plan, shall continue to receive the balance of the subsidy through the end of that early retiree's appropriate term. Should a retiree who participates in this program and is married to another City employee who remains an active employee, and the retiree is covered under their spouse's health insurance, the retiree shall be permitted to elect to defer the monthly subsidy until the retiree invokes his/her right to said subsidy. Once the right is invoked, it is non-revocable.

#### 2004 Early Retirement Procedure:

Eligible Employees Must Notify the City of their intent to retire not later than 5:00 PM on May 1, 2004. An Employee's decision to retire under this program is non-revocable, except for qualifying events (as outlined in a side letter).

The official date of retirement shall not be later than June 1, 2004.

2005 Early Retirement Procedure:

Eligible Employees Must Notify the City of their intent to retire not later than 5:00 PM on November 1, 2004. An Employee's decision to retire under this program is non-revocable, except for qualifying events (as outlined in a side letter).

The official date of retirement shall not be earlier than January 1, 2 and 3, 2005.

## **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**

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 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. 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 apply only to that specific Article, and shall not invalidate any other provision of this Agreement.

#### **17.3. Parking**

The CITY shall provide free parking to all employees within two blocks from the nearest entrance of the primary office or building to which said employee is assigned to work.

#### **17.4. Copies of the Agreement**

The CITY shall provide copies of this agreement to all bargaining unit members.

#### **17.5. Criminal Background Checks**

The City, in accordance with its overall proposal for criminal background checks as part of the Personnel Rules and 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 the final selection.

This shall apply to the following AFSCME-B Positions:

- Land Use Planner
- Rehabilitation Construction Specialist
- Inspector
- Sr. Inspector

#### **17.6. Certification Requirements**

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.

#### **17.7. Criteria for Certification Bonus Eligibility**

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.

#### **17.8. Translator Pay**

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:

- B. Register with the Department of Human Resources
- C. 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.

### **17.9. Residency**

Effective October 1, 2001, Bargaining Unit members hired after 1/1/84 may live anywhere in Winnebago County or anywhere within an area fifteen (15) miles from the Public Safety Building. Employees hired prior to 1/1/84 shall be subject to their conditions of employment in effect at that time.

### **17.10. 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.

### **17.11. 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.

### **17.12. 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.

### **17.13 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 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 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 with 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.

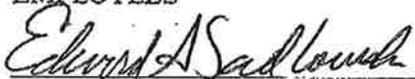
## ARTICLE XVII

### TERMINATION

This Agreement shall be effective as of January 1, 2012 and shall remain in effect until midnight, December 31, 2014, 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, 2014, 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



Edward A. Sadlowski, Chief Spokesperson  
Council 31, Staff Representative



Garry Cacciapaglia, President Local 1058

1058 Negotiating Committee:



Ned Friel



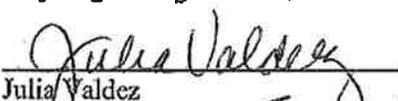
Darius Morrow

CITY OF ROCKFORD,  
A MUNICIPAL CORPORATION



Patrick W. Hayes, Chief Spokesperson  
Legal Director

City Negotiating Committee:



Julia Valdez



Todd Cagnoni



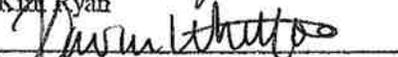
Seth Sommer



Charlie Schaefer



Kim Ryan



Xavier Whitford

**APPENDIX "A"**

<b>TITLE</b>	<b>PAY RANGE</b>
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

**AFSCME-B 1058 UNION PAY SCHEDULE  
January 1, 2009 to December 31, 2009**

R A N G E	A	B	C	D	E	ANNUAL A	ANNUAL B	ANNUAL C	ANNUAL D	ANNUAL E
13	\$ 17.60	\$ 18.30	\$ 19.03	\$ 19.79	\$ 20.58	\$ 36,608.00	\$ 38,064.00	\$ 39,582.00	\$ 41,163.00	\$ 42,806.00
14	\$ 18.30	\$ 19.03	\$ 19.79	\$ 20.58	\$ 21.40	\$ 38,064.00	\$ 39,582.00	\$ 41,163.00	\$ 42,806.00	\$ 44,512.00
15	\$ 19.03	\$ 19.79	\$ 20.58	\$ 21.40	\$ 22.26	\$ 39,582.00	\$ 41,163.00	\$ 42,806.00	\$ 44,512.00	\$ 46,301.00
16	\$ 19.79	\$ 20.58	\$ 21.40	\$ 22.26	\$ 23.15	\$ 41,163.00	\$ 42,806.00	\$ 44,512.00	\$ 46,301.00	\$ 48,152.00
17	\$ 20.58	\$ 21.40	\$ 22.26	\$ 23.15	\$ 24.08	\$ 42,806.00	\$ 44,512.00	\$ 46,301.00	\$ 48,152.00	\$ 50,086.00
18	\$ 21.40	\$ 22.26	\$ 23.15	\$ 24.08	\$ 25.04	\$ 44,512.00	\$ 46,301.00	\$ 48,152.00	\$ 50,086.00	\$ 52,083.00
19	\$ 22.26	\$ 23.15	\$ 24.08	\$ 25.04	\$ 26.04	\$ 46,301.00	\$ 48,152.00	\$ 50,086.00	\$ 52,083.00	\$ 54,163.00
20	\$ 23.15	\$ 24.08	\$ 25.04	\$ 26.04	\$ 27.08	\$ 48,152.00	\$ 50,086.00	\$ 52,083.00	\$ 54,163.00	\$ 56,326.00
21	\$ 24.08	\$ 25.04	\$ 26.04	\$ 27.08	\$ 28.16	\$ 50,086.00	\$ 52,083.00	\$ 54,163.00	\$ 56,326.00	\$ 58,573.00
22	\$ 25.04	\$ 26.04	\$ 27.08	\$ 28.16	\$ 29.29	\$ 52,083.00	\$ 54,163.00	\$ 56,326.00	\$ 58,573.00	\$ 60,923.00
23	\$ 26.04	\$ 27.08	\$ 28.16	\$ 29.29	\$ 30.46	\$ 54,163.00	\$ 56,326.00	\$ 58,573.00	\$ 60,923.00	\$ 63,357.00
24	\$ 27.08	\$ 28.16	\$ 29.29	\$ 30.46	\$ 31.68	\$ 56,326.00	\$ 58,573.00	\$ 60,923.00	\$ 63,357.00	\$ 65,894.00

**AFSCME-B 1058 UNION PAY SCHEDULE**  
**January 8, 2012 to January 5, 2013**

	ANNUAL A	ANNUAL B	ANNUAL C	ANNUAL D	ANNUAL E
R					
A					
N					
G					
E					
13	\$ 17.95	\$ 18.67	\$ 19.41	\$ 20.19	\$ 20.99
14	\$ 18.67	\$ 19.41	\$ 20.19	\$ 20.99	\$ 21.83
15	\$ 19.41	\$ 20.19	\$ 20.99	\$ 21.83	\$ 22.71
16	\$ 20.19	\$ 20.99	\$ 21.83	\$ 22.71	\$ 23.61
17	\$ 20.99	\$ 21.83	\$ 22.71	\$ 23.61	\$ 24.56
18	\$ 21.83	\$ 22.71	\$ 23.61	\$ 24.56	\$ 25.54
19	\$ 22.71	\$ 23.61	\$ 24.56	\$ 25.54	\$ 26.56
20	\$ 23.61	\$ 24.56	\$ 25.54	\$ 26.56	\$ 27.62
21	\$ 24.56	\$ 25.54	\$ 26.56	\$ 27.62	\$ 28.72
22	\$ 25.54	\$ 26.56	\$ 27.62	\$ 28.72	\$ 29.88
23	\$ 26.56	\$ 27.62	\$ 28.72	\$ 29.88	\$ 31.07
24	\$ 27.62	\$ 28.72	\$ 29.88	\$ 31.07	\$ 32.31
	\$ 37,336	\$ 38,834	\$ 40,373	\$ 41,995	\$ 43,659
	\$ 38,834	\$ 40,373	\$ 41,995	\$ 43,659	\$ 45,406
	\$ 40,373	\$ 41,995	\$ 43,659	\$ 45,406	\$ 47,237
	\$ 41,995	\$ 43,659	\$ 45,406	\$ 47,237	\$ 49,109
	\$ 43,659	\$ 45,406	\$ 47,237	\$ 49,109	\$ 51,085
	\$ 45,406	\$ 47,237	\$ 49,109	\$ 51,085	\$ 53,123
	\$ 47,237	\$ 49,109	\$ 51,085	\$ 53,123	\$ 55,245
	\$ 49,109	\$ 51,085	\$ 53,123	\$ 55,245	\$ 57,450
	\$ 51,085	\$ 53,123	\$ 55,245	\$ 57,450	\$ 59,738
	\$ 53,123	\$ 55,245	\$ 57,450	\$ 59,738	\$ 62,150
	\$ 55,245	\$ 57,450	\$ 59,738	\$ 62,150	\$ 64,626
	\$ 57,450	\$ 59,738	\$ 62,150	\$ 64,626	\$ 67,205

**AFSCME-B 1058 UNION PAY SCHEDULE**  
**January 6, 2013 to January 4, 2013**

R A N G E	ANNUAL A	ANNUAL B	ANNUAL C	ANNUAL D	ANNUAL E
13 \$ 18.40 \$ 19.14 \$ 19.90 \$ 20.69 \$ 21.51	\$ 38,272 \$	\$ 39,811 \$	\$ 41,392 \$	\$ 43,035 \$	\$ 44,741 \$
14 \$ 19.14 \$ 19.90 \$ 20.69 \$ 21.51 \$ 22.38	\$ 39,811 \$	\$ 41,392 \$	\$ 43,035 \$	\$ 44,741 \$	\$ 46,550 \$
15 \$ 19.90 \$ 20.69 \$ 21.51 \$ 22.38 \$ 23.28	\$ 41,392 \$	\$ 43,035 \$	\$ 44,741 \$	\$ 46,550 \$	\$ 48,422 \$
16 \$ 20.69 \$ 21.51 \$ 22.38 \$ 23.28 \$ 24.20	\$ 43,035 \$	\$ 44,741 \$	\$ 46,550 \$	\$ 48,422 \$	\$ 50,336 \$
17 \$ 21.51 \$ 22.38 \$ 23.28 \$ 24.20 \$ 25.17	\$ 44,741 \$	\$ 46,550 \$	\$ 48,422 \$	\$ 50,336 \$	\$ 52,354 \$
18 \$ 22.38 \$ 23.28 \$ 24.20 \$ 25.17 \$ 26.18	\$ 46,550 \$	\$ 48,422 \$	\$ 50,336 \$	\$ 52,354 \$	\$ 54,454 \$
19 \$ 23.28 \$ 24.20 \$ 25.17 \$ 26.18 \$ 27.22	\$ 48,422 \$	\$ 50,336 \$	\$ 52,354 \$	\$ 54,454 \$	\$ 56,618 \$
20 \$ 24.20 \$ 25.17 \$ 26.18 \$ 27.22 \$ 28.31	\$ 50,336 \$	\$ 52,354 \$	\$ 54,454 \$	\$ 56,618 \$	\$ 58,885 \$
21 \$ 25.17 \$ 26.18 \$ 27.22 \$ 28.31 \$ 29.44	\$ 52,354 \$	\$ 54,454 \$	\$ 56,618 \$	\$ 58,885 \$	\$ 61,235 \$
22 \$ 26.18 \$ 27.22 \$ 28.31 \$ 29.44 \$ 30.63	\$ 54,454 \$	\$ 56,618 \$	\$ 58,885 \$	\$ 61,235 \$	\$ 63,710 \$
23 \$ 27.22 \$ 28.31 \$ 29.44 \$ 30.63 \$ 31.85	\$ 56,618 \$	\$ 58,885 \$	\$ 61,235 \$	\$ 63,710 \$	\$ 66,248 \$
24 \$ 28.31 \$ 29.44 \$ 30.63 \$ 31.85 \$ 33.12	\$ 58,885 \$	\$ 61,235 \$	\$ 63,710 \$	\$ 66,248 \$	\$ 68,890 \$

**AFSCME-B 1058 UNION PAY SCHEDULE**  
**January 5, 2014 to December 31, 2014**

	ANNUAL A	ANNUAL B	ANNUAL C	ANNUAL D	ANNUAL E
R					
A					
N					
G					
E					
13	\$ 18.86	\$ 19.62	\$ 20.40	\$ 21.21	\$ 22.05
14	\$ 19.62	\$ 20.40	\$ 21.21	\$ 22.05	\$ 22.94
15	\$ 20.40	\$ 21.21	\$ 22.05	\$ 22.94	\$ 23.86
16	\$ 21.21	\$ 22.05	\$ 22.94	\$ 23.86	\$ 24.81
17	\$ 22.05	\$ 22.94	\$ 23.86	\$ 24.81	\$ 25.80
18	\$ 22.94	\$ 23.86	\$ 24.81	\$ 25.80	\$ 26.83
19	\$ 23.86	\$ 24.81	\$ 25.80	\$ 26.83	\$ 27.90
20	\$ 24.81	\$ 25.80	\$ 26.83	\$ 27.90	\$ 29.02
21	\$ 25.80	\$ 26.83	\$ 27.90	\$ 29.02	\$ 30.18
22	\$ 26.83	\$ 27.90	\$ 29.02	\$ 30.18	\$ 31.40
23	\$ 27.90	\$ 29.02	\$ 30.18	\$ 31.40	\$ 32.65
24	\$ 29.02	\$ 30.18	\$ 31.40	\$ 32.65	\$ 33.95
	\$ 39,229	\$ 40,810	\$ 42,432	\$ 44,117	\$ 45,864
	\$ 40,810	\$ 42,432	\$ 44,117	\$ 45,864	\$ 47,715
	\$ 42,432	\$ 44,117	\$ 45,864	\$ 47,715	\$ 49,629
	\$ 44,117	\$ 45,864	\$ 47,715	\$ 49,629	\$ 51,605
	\$ 45,864	\$ 47,715	\$ 49,629	\$ 51,605	\$ 53,664
	\$ 47,715	\$ 49,629	\$ 51,605	\$ 53,664	\$ 55,806
	\$ 49,629	\$ 51,605	\$ 53,664	\$ 55,806	\$ 58,032
	\$ 51,605	\$ 53,664	\$ 55,806	\$ 58,032	\$ 60,362
	\$ 53,664	\$ 55,806	\$ 58,032	\$ 60,362	\$ 62,774
	\$ 55,806	\$ 58,032	\$ 60,362	\$ 62,774	\$ 65,312
	\$ 58,032	\$ 60,362	\$ 62,774	\$ 65,312	\$ 67,912
	\$ 60,362	\$ 62,774	\$ 65,312	\$ 67,912	\$ 70,616

## APPENDIX “C”

### 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