



**American Federation of State, County and  
Municipal Employees, AFL-CIO**

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(815) 968-0447

Sent electronically and Via U.S. Mail

January 11, 2017

Illinois Educational Labor Relations Board  
ATTN Victor Blackwell  
160 N. LaSalle Street  
Chicago, IL 60601  
[ELRB.Mail@illinois.gov](mailto:ELRB.Mail@illinois.gov)

**RE: Council 31 AFSCME, Local 3210 Public Posting Documents**

Dear Mr. Blackwell:

We write relative to the above referenced and attach the Council 31 AFSCME, Local 3210 public posting documents, given the Rockford Public School District #205 initiation of the Public Posting Process. These documents are being submitted pursuant to the Illinois Educational Labor Relations Act.

Please advise us of any additional information needed. Also, we respectfully seek your acknowledgement of receipt of documents.

Sincerely,

A handwritten signature in dark ink, appearing to read "Edward A. Sadlowski". The signature is fluid and cursive, written over a white background.

Edward A. Sadlowski  
Staff Representative  
Council 31, AFSCME, AFL-CIO

C: Jim Pirages, Attorney, Hinshaw & Culbertson, LLP (by email and regular U.S. Mail)  
Dr. Ehern Jarrett (by email and regular U.S. Mail)  
Commissioner Randall Larson, FMCS (by email and regular U.S. Mail)  
Madeline Sherrod, President, Local 3210 AFSCME, Council 31, AFL-CIO (by email)  
Joe Bella, Regional Director, Council 31, AFSCME, AFL-CIO (by email)

***in the public service***

January 11, 2017

Local 3210 Council 31 AFSCME, AFL-CIO  
IELRB Public Posting

### **ROCKFORD PUBLIC SCHOOL BUS DRIVERS**

We care deeply about Rockford's children- their future, their individual academic success, their health and safety, and their well-being. We are hard working men and women. Yet, we earn too little to meet many of our own basic human needs. Our pay needs to reflect the challenges and the importance of the work we do. We should be able to care for our families without the hardship of having to cobble together second, and third jobs, or to rely upon the State of IL for safety net services as a result of working in poverty. There are **166 Nutritional Services Employees** currently employed with the RPS#205. Local 3210 AFSCME Nutrition Service Employees earn on average **\$11,373 annually**. The Starting rate for a new hire is currently **\$9.91 per hour**.

### **INSURANCE AND OTHER BENEFITS**

At one time, in the not so distant past, RPS#205 employees were provided health insurance benefits "AT NO COST" to the employee. Just three short years ago (2013-2014), our Union began working "collaboratively" with then newly hired Superintendent Ehren Jarrett's administration, agreeing to the same insurance premiums and coverage plans provided to the district's other bargaining units. Prior to that time, the PRS #205 acknowledged that Local 3210 AFSCME represented employees earn significantly less annually than the other RPS #205 employee groups participating in our Insurance PLAN.

As of June 30, 2013, all AFSCME represented employees working for the RPS#205 were covered on the same Insurance Plan-the PPO-500. The PLAN was reasonably affordable, and accessible to the hard working families represented by our Union. During the last round of negotiations, our Union was the first across the line, bringing the WELLNESS PLAN to District employees as an insurance coverage option.

**POSITIVE IMPACT ON THE PLAN:** The most recent Insurance data highlights the significantly positive impact brought about by negotiated changes to the PLAN. As a result of the "collaborative efforts", participants are more educated, and more engaged in their healthcare choices and lifestyles. In fact, according to published data, our group health PLAN's performance, or NET Paid Per Member Per Month (PMPM), variance (decline) from the prior to current period is "-27.6%" (HUMANA PLAN "COMPASS" dated 12/06/16 attached). According to HUMANA, "This is a good indicator of how members are using their healthcare benefits and engaging in wellness".

**NONE OF THE SAVINGS PASSED ON:** The draconian proposal now being advanced by the Employer calls for even greater cost shifting of employee income towards the Insurance PLAN.

For example, the Administration’s proposal increases the employee + family cost for the PPO500, \$500.72 per month, or 1145% increased cost to the employee over the last three years (\$43.75mo. to \$544.47mo.) In addition, the Administration is manipulating the WELLNESS Program, attempting to steer employees to the PPO1000 Wellness, paying even higher deductibles and other out of pocket costs.

**STRONG REVENUE GROWTH, BUDGET SURPLUSES**

According to the District’s Comprehensive Annual Financial Reports (CAFRs), and the 2016-17 Annual Budget Report prepared by the District, the Rockford Public Schools, District 205 is in good financial condition and is positioned to be able to afford reasonable and justifiable employee compensation increases.

The District has experienced strong revenue growth, and consistent budget surpluses in each of the last six years. Table 1 demonstrates that the District forecasts a 30% surplus forecast fund balance for FY-2017, totaling \$105,366,051.

Table 1. Grand Total Reserves

	FY 11 Reserves	FY 12 Reserves	FY 13 Reserves	FY 14 Reserves	FY15 Reserves	FY 16 Reserves	FY 17 Forecast
Grand Total Reserves	\$111,728,830	\$124,562,307	\$124, 362, 591	\$93,248,226	\$100,558,957	\$104,288,191	\$105,366,051
Ratio of Reserves to Expenditure	32%	37%	34%	28%	29%	30%	30%

General fund revenues have grown at an impressive rate over the last four years. Table 2 indicates that total revenue has grown a strong 13.13 percent, or \$47.7 million, in the three years since 2013.

Table 2. General Revenue Growth

	FY 2013	FY 2014	FY 2015	FY 2016	% Change 2013-2016
<b>Total Revenue</b>	\$315,775,008	\$316, 383,787	\$361,597, 068	\$363, 516, 329	13.13%

**CREDIT RATING**

The District maintains a high credit rating with a AA- rating from Standard & Poor’s. The rating agency cited the District’s diverse local economy, strong financial performance, large fund balance, and low debt burden.

**FAIR PAY FOR RPS205 FAMILIES**

Our Union’s priority is to ensure that RPS #205 becomes competitive in its ability to attract and retain the best and brightest educational support staff to work with Rockford’s Children.

January 11, 2017

Local 3210 Council 31 AFSCME, AFL-CIO  
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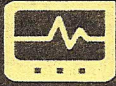
**COSTING**

Wage Increases  
\$1.056 million

FICA/IMRF  
\$189,523

Total Cost  
\$1.245 million

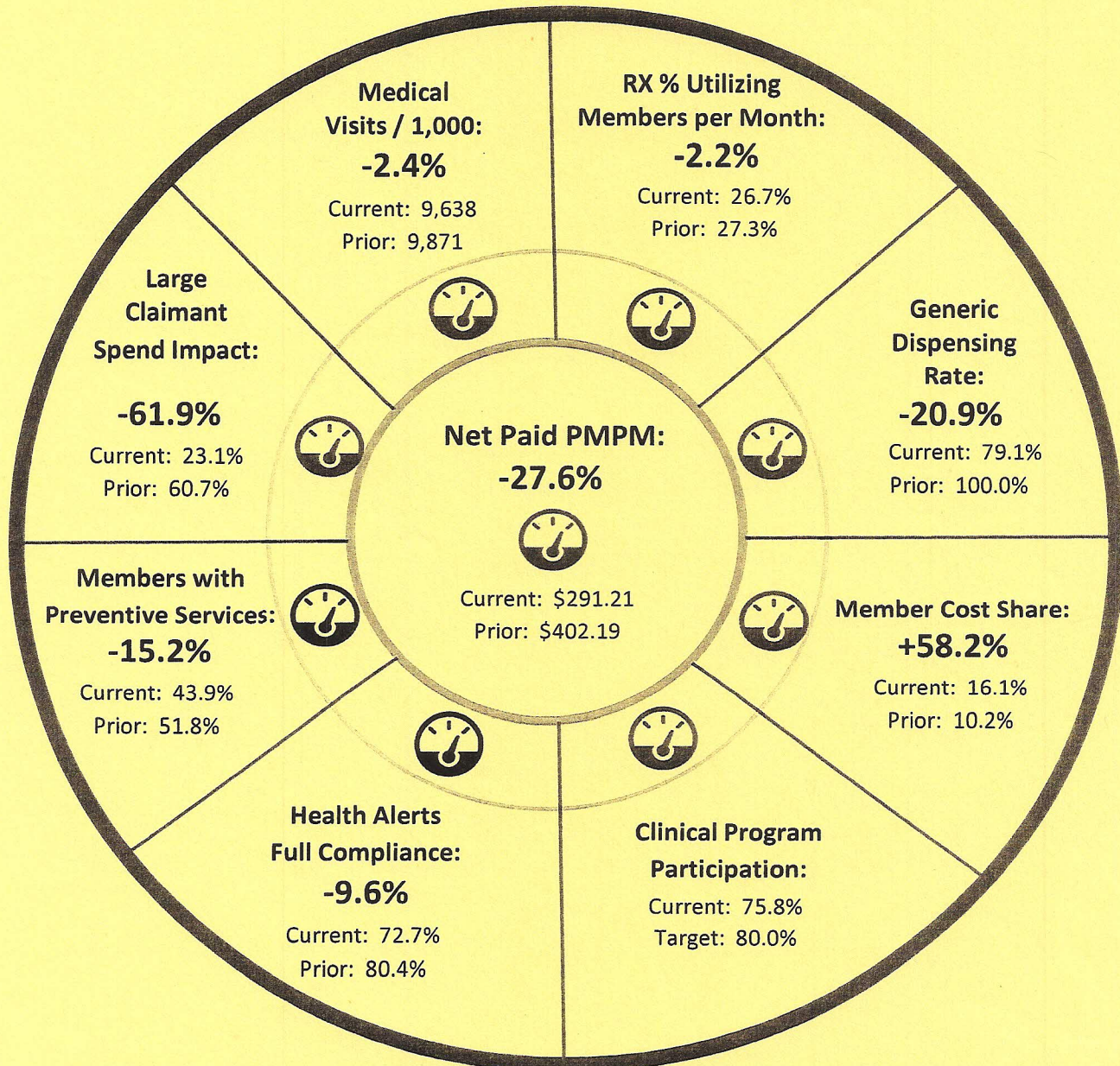




## Executive Summary - ROCKFORD PUBLIC SCHOOLS DISTRICT #205

Reporting Period: 09/01/2015 - 08/31/2016

On this page, you'll find the key indicators that drive your group's health plan performance. In the center of the wheel is Net Paid PMPM variance from prior to current reporting period, a good indicator of how members are using their healthcare benefits and engaging in wellness. Wheel spokes contain the eight metrics deemed to have the most influence on Net Paid PMPM. Subsequent pages dive deeper into each of these metrics impacting spend.



Education and Communication for the areas with challenges above can have an enormous impact on the health of your members and the bottom line of the Plan. To help your members become more informed about their health, promote the **Blue Button**, available under MyHealth on MyHumana at Humana.com. With just a few clicks, members can access a secure copy of their personal health report. Members may choose to access health data for the most current 365 days. Data sections included are: Current Conditions, Prescription History, Lab History, and Patient Admission/ER History.



## FY 17 BUDGET – FORECASTED FUND BALANCE

Fund Name	Fund	6/30/11 Reserves	6/30/12 Reserves	6/30/13 Reserves	6/30/14 Reserves	6/30/2015 Reserves	Forecast 6/30/2016	FORECAST 6/30/2017
Education/Special Ed/ Food/Grant Funds	10/17/18/19	\$89,303,510	\$104,512,378	\$94,820,627	\$60,318,447	\$61,124,212	\$56,304,317	\$46,121,159
O&M Fund	20	(\$7,589,171)	(\$8,783,275)	(\$8,330,022)	(\$9,672,691)	(\$10,549,575)	(\$1,717,818)	(\$3,161,886)
Transportation Fund	40	\$4,057,753	\$1,531,714	\$9,361,820	\$12,957,523	\$16,924,659	\$15,500,989	\$27,242,998
Retirement Fund	50/51	\$0	\$0	\$0	\$0	\$2,485,540	\$2,541,446	\$2,902,470
Working Cash Fund	70	\$25,956,738	\$27,281,492	\$28,510,266	\$29,844,947	\$30,574,121	\$31,659,256	\$32,261,309
<b>Grand Total Reserves</b>		<b>\$111,728,830</b>	<b>\$124,562,307</b>	<b>\$124,362,691</b>	<b>\$93,248,226</b>	<b>\$100,558,957</b>	<b>\$104,288,191</b>	<b>\$105,366,051</b>
Expenditures	Fund	6/30/11 Exp.	6/30/12 Exp.	6/30/13 Exp.	6/30/14 Exp.	6/30/15 Exp.	Forecast 6/30/16 Exp.	FORECAST 6/30/17 Exp.
Education/Special Ed/ Food/Grant Funds	10/17/18/19	\$306,769,207	\$287,861,560	\$318,979,913	\$286,404,458	\$284,003,749	\$293,723,832	\$301,156,375
O&M Fund	20	\$19,948,807	\$25,379,891	\$25,562,817	\$26,105,030	\$26,216,257	\$25,760,664	\$26,377,631
Transportation Fund	40	\$20,953,078	\$20,011,528	\$18,411,838	\$20,578,880	\$22,279,594	\$21,914,598	\$19,701,651
Retirement Fund	50/51	\$0	\$0	\$0	\$0	\$7,831,172	\$7,333,458	\$7,295,339
Working Cash Fund	70	\$676,845	\$556,882	\$457,098	\$1,632,312	\$651,227	\$500,000	\$500,000
<b>ACTUAL Applicable Expenditures</b>		<b>\$348,347,937</b>	<b>\$333,809,861</b>	<b>\$363,411,666</b>	<b>\$334,720,680</b>	<b>\$340,981,999</b>	<b>\$349,232,551</b>	<b>\$355,030,996</b>
<b>Ratio of Reserves to Exp.</b>		<b>32%</b>	<b>37%</b>	<b>34%</b>	<b>28%</b>	<b>29%</b>	<b>30%</b>	<b>30%</b>
<b>Board Policy Statement</b>		<b>25%</b>	<b>25%</b>	<b>25%</b>	<b>25%</b>	<b>25%</b>	<b>25%</b>	<b>25%</b>
<b>25% Policy Requirement</b>		<b>\$87,086,984</b>	<b>\$83,452,415</b>	<b>\$90,852,917</b>	<b>\$83,680,170</b>	<b>\$85,245,500</b>	<b>\$87,308,138</b>	<b>\$88,757,749</b>
<b>Excess/(Deficit) in Reserves versus Policy</b>		<b>\$24,641,846</b>	<b>\$41,109,892</b>	<b>\$33,509,775</b>	<b>\$9,568,056</b>	<b>\$15,313,457</b>	<b>\$16,980,053</b>	<b>\$16,608,302</b>



The following constitutes a package proposal, as such; it must be accepted or rejected in its entirety. The Union reserves the right to make additions, modifications, amendments, deletions, or corrections to these proposals. No agreement is final until approved by ratification of the membership. No portion of these proposals shall be deemed a waiver of any existing rights; all proposals regarding existing rights are merely attempts to codify existing conditions.

### **Section 14.1 - Personal Leave**

1. July 1, 2017, and thereafter, Two Three of the twelve (12) sick-days, for employees covered by Article 13, Section 1(a); or one of the six (6) sick-days, for employees covered by Article 13, Section 1(b); may be used by bargaining employees for Personal Leave ~~for purposes of conducting personal affairs which cannot be transacted on weekends or after school hours.~~
2. Any unused portion of the above allowance will be subjected to unlimited accumulation of sick leave days. No more than six (6) days of this total may be accumulated for personal use, but no more than two (2) Personal Leave days may be used at any one time.
3. Leave time, except in cases of emergency or funeral, require five (5) business days prior written notice to the appropriate supervisor. A reason for the absence does not need to be disclosed, provided the five business days' notice is provided. Personal business days may be used by employees for Personal Leave for the purpose of handling personal affairs which cannot be transacted on weekends or after school.
4. Personal Leave shall be granted upon request, unless the Employer's operations do not permit. Notwithstanding, members requesting personal leave to attend their child's high school graduation shall be granted priority. If the Employer's operations do not permit Personal Leave, the affected employee will receive written notice, including detailed rationale two days prior to the day off requested. ~~Personal Leave is not provided for casual or indiscriminate use.~~
5. Employees shall be allowed to use personal leave time on snow/emergency, SIP, Parent Teacher Conferences, or Institute Days, Special Holidays, or any school calendar day which would otherwise be unpaid days.

## ARTICLE XXVI - SALARY SCHEDULE

### Section 2 - Wage Differentials

- a. Catering Work: All employees assigned to catering work will receive an additional \$ ~~.50~~ \$1.00 per hour added to the base pay for all hours worked doing catering.
- b. Evening Work: All employees assigned to evening work will receive an additional \$ ~~.50~~ \$1.00 per hour added to the base pay for all hours worked doing evening work.
- c. Satellite: ~~Managers, second-cooks~~ All employees assigned to work satellite receive an additional \$ ~~.50~~ \$1.00 per hour added to their base pay.
- d. Out-of-Classification: When a lead cook , or Coordinator is absent, the second cook , and back-up coordinator, respectively, will perform the job of the absent worker, and shall be compensated at Step One of the higher job classification for all time worked in that position. ~~which exceeds five (5) consecutive working days.~~ If Step One of the higher job classification does not result in an increase on the employee's base wage, then the employee shall be compensated at the very next Step of the higher job classification which does result in an increase on the employee's base wage.
- e. Retirees who return as substitutes shall be compensated at the established wage rate ~~currently paid to those~~ on the salary step and lane that the Retiree was on at the time the Retiree retired.

### Section 4 – Wages

Effective July 1, 2016, the base wages shall increase across the board by ten percent (10%).

Effective July 1, 2017, the base wages shall increase across the board by six percent (6%).

Effective July 1, 2018, the base wages shall increase across the board by six percent (6%).

## ARTICLE XXVII-INSURANCE AND OTHER BENEFITS

### Section 1-Insurance

Bargaining unit employees whose normal work schedule is thirty (30) hours or more per week are eligible for health insurance coverage and dental insurance coverage. Health/dental care coverage eligibility is determined by accumulating all hours worked by an employee in the service of the Board of Education. It is not necessary that all such hours be in positions covered by this Collective Bargaining Agreement. In addition, for those employees who are eligible for insurance coverage, the Employer shall provide \$20,000 life insurance at no cost to the employee.



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 and the Rockford Public Schools #205  
 Union Revised Counter Proposal  
 December 7, 2016

Premiums will be deducted in equal installments from the first two paychecks of each month of the academic year (i.e., September through May). Monthly premiums shall be paid in equal installments such that employee premiums will be prorated across a 9 month period thereby providing coverage across a 12 month period.

**PPO#3-500 and PPO 500 Wellness:** ~~For the 2013-2014 academic year, Employees who enroll in the PPO#3-500 Wellness Plan will pay monthly premiums equal to twelve and one-half percent (12.5%) of the total health insurance premium cost applicable to each coverage level (i.e., employee, employee & child; employee & spouse; and family). For the 2014-2015 academic year and thereafter, Employees who enroll in the PPO#3 500 and PPO 500 Wellness plan will pay monthly premiums equal to fifteen percent (15%) of the total health insurance premium cost applicable to each coverage level (i.e., employee, employee & child; employee & spouse; and family). Notwithstanding, the premium will be reduced as follows for Employees who meet the Wellness Plan Criteria:~~

9 Month Employees:

<b>PPO 500 Wellness:</b>			
9 Month Employees:	<u>2013/14</u>	<u>7/1/14 – 6/30/16</u>	<u>7/1/16</u>
Employee	\$53.33	\$58.66	
Employee/children	\$106.66	\$117.33	
Employee/Spouse	\$109.33	\$120.26	
Family	\$166.66	\$183.33	

<b><u>PPO 500:</u></b>	<b><u>7/1/16</u></b>
<u>Employee</u>	<u>\$129.40</u>
<u>Employee/Children</u>	<u>\$260.05</u>
<u>Employee/Spouse</u>	<u>\$275.51</u>
<u>Family</u>	<u>\$400.35</u>

**PPO 1000#2 and HSA:** Beginning in the 2013-2014 academic year, in addition to the PPO#500 Plan, the Employer will have two additional health insurance plans [i.e., a higher deductible PPO plan (PPO 1000) and a health savings account (HSA)]. Following ratification of the Agreement by the parties, the Plan shall include an additional PPO 1000 Wellness option. The PPO 1000, PPO 1000 Wellness, and HSA shall have the following fixed premiums paid over the course of 9 months:

<u>10/1/13 – 6/30/16</u>	<u>7/1/16</u>	<u>PPO 1000</u>	<u>HSA</u>	<u>PPO 1000 Wellness</u>
<u>Employee</u>		<u>\$ 33</u>	<u>\$ 0</u>	<u>\$14.85</u>
<u>Employee + Ch</u>		<u>\$ 80</u>	<u>\$ 0</u>	<u>\$36.00</u>
<u>Employee + Sp</u>		<u>\$ 83</u>	<u>\$ 0</u>	<u>\$37.35</u>
<u>Employee + family</u>		<u>\$ 136</u>	<u>\$ 0</u>	<u>\$61.20</u>

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As for the HSA Plan, the District will contribute the following sums in the employee's HSA account in accordance with the Plan criteria:

	<b>HSA</b>	<b>HSA Wellness</b>
Employee	\$ 400	\$ 650
Employee + Ch	\$ 600	\$ 1150
Employee + Sp	\$ 700	\$ 1200
Employee + family	\$ 800	\$ 1500

Employees who do not elect Medical Insurance, shall pay the following monthly premiums for Dental Insurance in equal installments such that employee premiums will be prorated across a 9 month period thereby providing coverage across a 12 month period:

**Dental Only 10/1/13–6/30/16 7/1/16 9 mth**

Employee	\$7.00
Employee + Ch	\$13.51
Employee + Sp	\$14.00
Employee + family	\$20.00

For Employees who take insurance, half of the monthly premium payment for insurance will be deducted from the first two paychecks of each month. In the event of a third paycheck in a month, there will be no insurance premium deducted unless there is a refund or deduction to correct a specific situation.

Changes in premiums will be effective at the start of each academic year. Notwithstanding, for the ~~2013/2014~~ 2016/2017 academic year, changes in premiums, and/or Plan design will not take effect until such time as both parties have ratified this Agreement and after the close of open enrollment. Following ratification, the Employer shall schedule an open enrollment period to provide employees an opportunity to enroll in the Insurance Plan of their choice. There will be an annual Benefit Choice period for those employees, spouses, and retirees who are eligible for participation in the Insurance to individually select one of the benefit plans, or who wish to switch health benefit plans for future Plan years. HSA or PPO 1000 plan. Eligible employees who do not enroll in the HSA or PPO 1000 plan will remain in the PPO 500 Wellness plan and pay the PPO 500 Wellness plan premiums during the 2013/2014 school year. In order to remain on the PPO 500 Wellness plan ~~in the 2014/2015 academic year~~, employees participating in the ~~HSA Wellness plan or the PPO 500 Wellness plan~~ will be required to undergo a Health Risk Assessment and Biometric Screen on or before March 31, ~~2014~~. Thereafter, employees participating in the ~~HSA Wellness plan or the PPO 500 Wellness plan~~ will be required to successfully complete the annual Wellness Plan requirements. earn 100 points annually. The District will provide each Employee enrolled in the PPO-500 Insurance Plan reasonable notice of pending changes to the employee's payroll deduction status.

The District has designed the Wellness Plan to cover wellness exam benefits at 100% if done by an in-network provider. The wellness exam benefits are not subject to a deductible, co-

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insurance or co-pay so long as the provider is able to code the visit as “wellness” and so long as exam is not diagnostic in whole or in part.

If the Employer grants more favorable health insurance deductibles, out of pocket maximums, coinsurance, Physician Office Visit Co-Pay, and Prescription Drug terms to other employee groups following the ratification of this Contract Addendum, then Employees shall be entitled to receive the more favorable health insurance deductibles, out of pocket maximums, coinsurance, Physician Office Visit Co-Pay, and Prescription Drug terms. The required extension of terms and conditions of employment during the course of bargaining an open contract is exempt from this provision.

**ADDITIONAL PROPOSALS BY RPS TO CHANGE THE PLAN:**

1. Pharmacy Steerage: Union Rejects-Status Quo
2. Emergency Room Co-Pay: \$100.00 per visit
3. Tele-doc: Institute this program at “No Cost to the Employee”.

**Additional Union Proposals for Changes to the PLAN:**

1. **Wellness: Plan requirements are as follows:**
  - a. Complete Health Risk Assessment;
  - b. Share and review Personal Health Evaluation Report with own personal physician;
  - c. Participate in Health Coaching, if contacted (at least initial contact and one follow up, if requested).

**ARTICLE XXVIII TERMINATION**

This Agreement is effective July 1, ~~2016~~<sup>2012</sup>, and shall continue in effect through Midnight, June 30, ~~2019~~<sup>2016</sup>, and from year to year thereafter unless either party hereto notifies the other in writing no later than April 1, ~~2019~~<sup>2016</sup>, or any April 1 thereafter, that it desires to terminate or otherwise modify this Agreement.