City of Aurora

Non-Exempt Pay Plan

202<u>6</u>5

TABLE OF CONTENTS

ARTICLE 1	
GENERAL PROVISIONS	
SECTION A. Application and Interpretation.	
SECTION B. Definitions	
SECTION C. Conversion of Base Annual Salary Rates	5
SECTION D. Increases in Pay	
SECTION E. Decreases in Pay	
SECTION F. Transfer	6
SECTION G. Payroll Records	
ARTICLE 2	
NON-EXEMPT SERVICE	
SECTION A. Schedule of Position Grades.	
SECTION B. Schedule of Salary Grades.	
SECTION C. Longevity	
ARTICLE 3	
BENEFITS	7
SECTION A. General Provisions	
SECTION B. Health Insurance	
1. Employee Coverage	
2. Premiums	
3. Dental	
4. Vision	
5. Cafeteria Plan	
6. Part-Time Employee Coverage	
7. Disabled Employee Coverage	10
8. Continued Health Coverage Under Cobra	
9. Compliance with Health Care Legislation	
SECTION C. Retiree Health Insurance.	
1. Retired Employee Coverage	
Retiree Supplemental Coverage.	
3. General Information.	
SECTION D. Time Off	
1. Vacations	
2. <u>Vacation Buy-Back</u>	
3. Holidays	
4. <u>Compensatory Time-Off</u>	
SECTION E. Paid Leaves of Absence	16
1. Sick Leave	16
2. Elections	18
3. Family Death	18
4. Serious Illness or Surgery	18
5. Jury Duty	
6. Maternity Leave	
7. Paternity Leave	
8. Military Leave	
SECTION F. <u>Unpaid Leaves of Absence</u> .	
1. Unpaid Leave of Absence	
2. Victims' Economic Security and Safety Act (VESSA)	
3. Family Medical Leave Act (FMLA)	
SECTION G. On-the-Job Injury	22
SECTION H. Other Benefits	22
1. <u>Carry Over</u>	22
2. Alternative Work Schedules	23
3. Conferences/Seminars	
4. Education	
<u>2530411011</u>	

5. Employee Assistance Program	
6. Interpreters Stipend	
7. Life Insurance	
8. Overtime	
9. Shift Differential	
10. Temporary Assignment	
11. Training Pay	
12. Separation Pay	
13. Health and Fitness.	
14. Physical Examination.	
ARTICLE 4	27
OTHER	
SECTION A. Grant Positions	
SECTION B. Seasonal Employees	
SECTION C. Interns	
SECTION D. Miscellaneous	
SECTION E. Work Week	28
SECTION F. Schedule of Salary Grades and Wage Rates	28
EXHIBIT A	20
SCHEDULE OF POSITION GRADES.	
EXHIBIT B	
SCHEDULE OF SALARY GRADES	

ARTICLE 1 GENERAL PROVISIONS

SECTION A. Application and Interpretation

Persons employed by the City in positions listed in the salary schedules set forth herein shall be subject to the provisions of this Pay Plan and shall be paid at a step in the appropriate salary grade assigned to their respective positions. Such persons are "At Will" employees whose compensation and employment may be terminated with or without cause, and with or without notice, at any time, at the option of either the City of Aurora or the employee. No property rights, employment contracts, or other contractual rights shall vest in any employee by the terms of said Plan or as a result of the adoption of this Plan.

It shall be the responsibility of each department director to ensure full compliance with all provisions of this Pay Plan. The Chief Human Resources Officer or designee shall determine the proper interpretation and application of each provision of the Plan, which determination shall be final and binding on the department directors and employees affected thereby.

All benefits adopted hereunder are unilaterally granted by the City as voluntary benefits of qualifying employment and shall remain in effect as herein provided only until such further action by the City Council shall amend or abolish same. No property or contractual rights shall vest in any employee by the terms of said Plan or as a result of the adoption of this Plan. Provided, however, that upon separation from employment, qualifying employees shall be entitled only to the payment of benefits in accordance with the terms of any said Plan in effect at such time of separation.

SECTION B. Definitions

Adjustment in Salary – a change in salary rate as provided below in <u>Article 2</u>, Sections <u>C</u> and <u>E</u>D.

Base Salary - a dollar amount of pay specifically designated in the Schedule of Salary Grades attached as Exhibit B .

Comparable Positions – two or more positions that are in the same salary grade.

Creditable Service – active service in a regular position listed in the salary schedules as set forth herein. A temporary or seasonal employee does not accrue creditable service in such positions. Creditable service shall not accrue during an unpaid leave, suspension or other unpaid absence in excess of thirty (30) calendar days. An employee returning to City employment within twelve (12) months of prior employment with the City shall receive credit for years of service for PTO purposes.

Creditable Service Date – the date an employee is placed in his/her current position. Creditable service date does not change unless specifically stated in the Plan. If after temporary or seasonal employment the individual is hired by the City as a regular employee (e.g., full time or part time), the employee's date of hire in that regular position (not in the temporary or seasonal position) will be the Creditable Service Date.

Demotion – the assignment of an employee to a position with a lower salary grade than the former position.

Department/Division Head Approval – where stated in this Plan, approval must be obtained from the individual to whom the employee reports in the organization.

Entrance<u>Starting</u> Salary the initial base salary assigned to an employee on entering a position in the City service.

Executive and/or Executive Service- Persons employed in positions listed in Exhibit A of the Executive Pay Plan.

Full-time – employees who are normally scheduled to work at least 35 hours per week.

Non-Exempt and/or Non-Exempt Service - For purposes of this Pay Plan, Non-Exempt and Non-Exempt Service refers to persons employed in positions covered by thisthe City's Non-Exempt Pay Plan.

Part-time – employees who are normally scheduled to work at least 20 hours per week, but less than 35 hours per week.

Promotion – the appointment of an employee to a position with a higher salary grade than the former position.

Reallocation – the assignment of a different salary grade (either upward or downward) to a position as a result of significant changes in the labor market, in the assigned duties and responsibilities of the position, or in its relation to other positions.

Salary Range – the series of salary steps in a grade assigned to a position. reflects the minimum and maximum pay assigned to a grade

Seasonal Employee – an unclassified employee whose services are required only during certain parts of each year and whose employment does not exceed 180 days in any calendar year. The Director of Human Resources shall determine the approval of any extension. Time spent performing work as a seasonal employee does not count toward creditable service.

<u>Starting Salary – the initial base salary assigned to an employee on entering a position in the City service.</u>

Temporary Employee – an unclassified employee whose services are required in a situation where regular employment is not feasible. Temporary employment shall not exceed nine hundred ninety-nine (999) hours or ninety (90) days, whichever comes first, in any calendar year. The

Director of Human Resources shall determine the approval of any extension. Time spent performing work as a temporary employee does not count toward creditable service.

Transfer – the assignment of an employee to a position having the same salary grade as the former position.

ARTICLE 2 COMPENSATION

SECTION CA. Conversion of Base Annual Salary Rates

- 1. For purposes of converting a base annual salary to an amount applicable for one pay period, divide the base annual salary by twenty-six (26) pay periods.
- 2. For purposes of converting a base annual salary to an hourly rate, divide the base annual salary by two thousand eighty (2,080) hours.

SECTION DB. Increases in Pay

All employees in Non-Exempt positions will be subject to annual performance appraisals. Regularly scheduled step increases will occur in 20256, pursuant to Exhibit B attached hereto.

- 1. Promotion Upon promotion, an employee shall be advanced to the lowest step in the new salary grade, which represents at least a full step increase in the former grade, unless otherwise authorized by the appointing authority and consent of the Chief Human Resources Officer or designee. Such an increase shall become effective at the beginning of the payroll period during which such promotion occurs. Said effective date shall be the new creditable service date.
- 2. Upward Reallocation If a position is assigned to a higher salary grade, the employee occupying the position shall be placed in the new grade, which represents the same or an increase in pay. The appointing authority and consent of the Chief Human Resources Officer or designee shall make determination of step placement in an upward reallocation. Such an increase shall become effective at the beginning of the payroll period during which said reallocation occurs. Creditable service date shall not be changed.
- 3. Corrective adjustment An employee may receive an upward adjustment in his base salary for the purpose of correcting a previous error or oversight.

SECTION EC. Decreases in Pay

Employees occupying positions listed in the salary schedules set forth herein may have their salaries reduced as follows:

- 1. Demotion for Cause or Voluntary Upon demotion, the employee's base salary shall be reduced to the step of the lower grade deemed appropriate by the appointing authority with the consent of the Chief Human Resources Officer or designee.
- 2. Downward Reallocation If a position is assigned to a lower salary grade, the employee's base salary shall be reduced to the final step of the lower grade if the current base is in excess thereof, or to the step in the lower salary grade which is closest to the current base

salary unless otherwise determined by the appointing authority and consent of the Chief Human Resources Officer or designee.

3. Corrective Adjustment – An employee may receive a downward adjustment in their base salary for the purpose of correcting a previous error or oversight.

SECTION FD. Transfer

Upon the assignment of an employee to a position having the same salary grade as the former position, the employee's base salary and creditable service date will not be changed.

SECTION GE. Payroll Records

Responsibility for maintaining the accuracy and records of the time off provisions as listed in this Plan rests solely with the individual completing the City payroll reporting form and the department/division head signing said form. All hours worked need to be recorded in the payroll system.

Employees are responsible for accurately recording their work hours, absences, and other time-off activity in the City's designated timekeeping system. All entries must be complete, truthful, and submitted within required timelines.

Department and division heads are responsible for reviewing and approving timecard submissions to ensure accuracy, compliance with policy, and proper documentation.

ARTICLE 23 NON-EXEMPT SERVICE

SECTION A. Position Salary Grades

*** See Attached Exhibit "A" ***

SECTION B. Schedule of Salary Grades

*** See Attached Exhibit "B" ***

SECTION C. Longevity

Employees will be eligible for the following longevity payable each pay period, added to their gross wage, and effective the first payroll period following their anniversary:

10 completed years	1.00%
15 completed years	1.50%
20 completed years	2.00%
25 completed years	2.50%

ARTICLE 34 BENEFITS

SECTION A. General Provisions

All benefits adopted hereunder are unilaterally granted by the City as voluntary benefits to qualifying employees and shall remain in effect as herein provided only until such further action of the City Council shall amend or abolish same. Benefits provided hereunder shall be granted to employees listed in Article 23, unless otherwise specifically modified. No property rights, employment contracts, or other contractual rights shall vest in any employee by the terms of said Plan or as a result of the adoption of this Plan. Provided, however, that upon separation from employment, qualifying employees shall be entitled only to the payment of benefits in accordance with the terms of any said Plan in effect at such time of separation. The health insurance plan in effect when this Plan is ratified shall be continued for Non Exempt employees during the term of this Plan; provided, however, tThe City reserves the right to make any changes, reductions, modifications, deletions, or improvements with respect to employee health insurance (including but not limited to changes in insurance carriers, insurance plans, benefit levels, deductibles, copayment levels, opting for self-insurance, etc.). Nothing in this Plan shall prevent the City from offering employees an alternative medical insurance plan with varying levels of benefits, deductibles and co-pays.

SECTION B. Health Insurance

1. Employee Coverage

The City presently has in force a complete group hospitalization insurance program (PPO) a Health Maintenance Organization (HMO) program, and a Value (HDHP), for eligible employees and their dependents. Eligible employees are those regularly scheduled to work at least twenty (20) hours per week. Eligibility status for the current year will be based on the prior year's hours worked, or for new employees, the anticipated number of hours to be worked for that year. Benefits are effective the first day of the month following commencement of full-time employment for those eligible employees selecting coverage. Eligible employees will have thirty-one (31) days from the commencement of employment to elect coverage. Eligible employees who do not select coverage within the designated thirty-one (31) day period will be barred from electing coverage until the next annual open enrollment period, unless otherwise dictated by law. In addition, employees having made an election regarding coverage shall be bound by their election until the next annual open enrollment period, unless otherwise dictated by law. (See the Summary Plan Description for further details.)

Should federal or state law mandate eligibility requirement changes, they shall be construed as included in this Plan.

2. Premiums

A. Group Health

For those eligible employees who have elected coverage under the group health insurance program, the City shall pay full and total premiums, except for the amounts specified below.

Commencing with payroll #1, eligible employees in Non-Exempt service who have enrolled in a City group health insurance plan (not including dental coverage or vision coverage

<u>upgrades</u>) will be required to pay the <u>percentage of contribution listed below amount chosen</u> by them<u>for the prevailing premium</u> toward the <u>premium</u> for the <u>selected</u> health insurance coverage, which rate and percentage may be amended from time to time. Such premium amounts will be payable each pay period.

HMO, PPO and Value HSA (Full & part-time employees)

Employee	20 % of Premium
Employee and Child(ren)	20 % of Premium
Employee and Spouse	20 % of Premium
Employee + Family	20 % of Premium

B. Value HSA (HDHP)

The individual deductible will be \$2,500, first individual in a family deductible will be \$3,300, and the overall family deductible will be \$5,000.

Employees that elect to participate in Value HSA (HDHP) and open a Health Savings Account (HSA) will receive a City contribution in the amount listed below:

Coverage	Contribution by Tier
Single	\$1,375
Employee plus child(ren)	\$1,875
Employee plus spouse	\$2,000
Family	\$3,000

The City will contribute to the HSA per tier as shown above on or about January 1st.

C. Opt Out

The City will permit any employee to opt out of City health insurance coverage at time of hire, during open enrollment or in the event of a life change, of the City plan, provided such employee provides proof of other health insurance coverage within the applicable timeframe. Upon opting out, Dduring each full calendar month an employee is not covered by a City health insurance plan (this does not include vision or dental plans), the City will pay such employee the amount of \$250 per month. Any employee who opts out may apply to re-enroll at the annual open enrollment period no less than two years from the opt out date or in the event of a life change within the applicable timeframe, pursuant to the City health insurance plan. Employees who are covered under a City health insurance plan by a family member do not qualify for the opt out incentive.

3. Dental

The City offers a dental insurance plan for eligible Non-Exempt personnel. Employees who choose to take dental insurance will be responsible for the full premium cost, which may be changed from time to time. Dental plan insurance information is available from the Human Resources Department.

4. Vision

The City provides vision insurance for eligible Non-Exempt personnel. Employees enrolled in a PPO or HDHP (HSA) group health insurance medical plan automatically receive vision coverage as part of their medical insurance. Employees who choose an HMO plan will receive a discounted vision insurance plan. Those in the HMO plan can opt to upgrade their vision coverage but will be responsible for the full cost of the upgrade, which may change periodically. For more details, employees can contact the Human Resources Department. Employees who do not enroll in a City medical health insurance plan will still have the option to enroll in the vision insurance plan separately, but will be responsible for one hundred percent (100%) of the premium cost.

5. Cafeteria Plan

Effective January 1, 1993, the City has established and maintained in effect a plan that excludes premium payments for health benefits from their gross income pursuant to Title 26 USC § 125 (Section 125/Flexible Benefit Plan).

6. Part-Time Employee Coverage

Non-Exempt employees regularly scheduled to work at least twenty (20) hours per week but less than thirty-five (35) hours per week shall be eligible for group health insurance coverage. Eligibility status for the current year will be based on the prior year's hours worked, or for new employees, the anticipated number of hours to be worked for that year.

Health insurance <u>premium contribution</u> rates are <u>listeddescribed</u> above. Dental <u>and vision</u> coverage premiums shall be <u>paid by the employee at one hundred percent (100%) atof</u> the prevailing <u>premium rates</u>, which rates may be amended from time to time.

7. Disabled Employee Coverage

The group <u>health</u> insurance coverage provided above shall be made available at the current retiree rate, as adjusted from time to time, to any disabled employee who is granted a statutory disability pension on or after January 1, 1987. Failure to pay said premium within thirty (30) days of the due date shall result in termination of coverage. Every six (6) months, eligible disabled employees shall be requested to sign an affidavit stating they have not been eligible for medical benefits as a result of any new employment during the preceding six (6) months.

8. Continued Health Coverage under COBRA

The City shall provide continued health coverage under the provisions of P.L. 99-272, Consolidated Omnibus Budget Reconciliation Act (COBRA) for separated employees who have City health insurance, subject to current federal law and any amendments, which may be annexed thereto. However, it is the responsibility of the employee to make application for same through the City's Plan Administrator. Information regarding the Plan Administrator may be obtained through the Human Resources Department.

9. Compliance with Health Care Legislation

Nothing herein shall limit the right of the City to unilaterally make any and all changes it deems necessary in its sole discretion to ensure the insurance it provides pursuant to this Plan complies with the Affordable Care Act, and other state, federal or local insurance and/or health care reform legislation, to avoid being subject to fees (including but not limited to the employer shared responsibility assessable payment), fines, taxes or penalties, including, but not limited to, taxes/fees because employees are eligible to obtain subsidized or discounted insurance through an insurance exchange; or to avoid the coverage being subject to "Cadillac" taxes (a.k.a. the excise tax on high cost employer-sponsored health coverage).

SECTION C. Retiree Health Insurance

1. Retired Employee Coverage

Employees who retire from the City <u>and are covered by the City's group health insurance plan(s)</u> <u>at the time of retirement</u> shall be considered qualified to continue group health, <u>vision</u>, and dental insurance coverage as provided for in the Summary Plan description, which is available in the Human Resources Department.

An eligible retiring employee will be allowed to elect, at time of retirement and on a one-time only basis, to continue the City dental, vision, and/or group health insurance plan. Eligibility for such coverage shall automatically cease upon the death of such retired employee. A surviving spouse is eligible to continue coverage provided that spouse is currently enrolled in the City's health plan as a dependent. For purposes of insurance coverage, the term "surviving spouse" shall mean the spouse of the employee at time of retirement only.

The retiring employee will be allowed, at the time of retirement and on a one-time basis only, to pre-pay up to two (2) years of insurance premiums at the <u>currentapplicable prevailing</u> retiree rate(s). The two years shall consist of the year in which the employee retires and the following calendar year. However, if the employee retires in December the employee may purchase two full calendar years.

It is the responsibility of the retiree to pay the cost for such group health <u>insurancepremium</u> coverage; based on <u>the established applicable</u> percentage of <u>the prevailing</u> premium rates for each level of coverage offered in the Plan, which <u>percentages and rates</u> may be adjusted from time to time. <u>For 2026</u>, the applicable retiree rates will be calculated as follows:

a. Retiree group health insurance rates for employees hired before January 1, 2014

Those retiring with twenty (20) or more years of City service credit will pay forty percent (40%) of the prevailing premium rate, as adjusted from time to time.

Those retiring with less than twenty (20) years of City service will pay one-hundred percent (100%) of the prevailing premium rate, as adjusted from time to time.

The City shall have the right to move retirees over to a separate retiree-only insurance plan substantially similar to the plan for active employees to the extent permitted by Illinois law.

b. Retiree group health insurance rates for employees hired on or after January 1, 2014

Those retiring with twenty (20) or more years of City service credit will pay seventy-five percent (75%) of the prevailing premium rate, as adjusted from time to time.

Those retiring with less than twenty (20) years of City service will pay one hundred percent (100%) of the prevailing premium rate, as adjusted from time to time.

The City shall have the right to move retirees over to a separate retiree-only insurance plan substantially similar to the plan for active employees to the extent permitted by Illinois law.

Any increase in the annual contribution shall be capped at 20% of the previous year's annual contribution.

Such rate or percentage may be amended from time to time; and such Retirees, regardless of their hire date, and their eligible spouses shall be responsible to pay the cost for dental and vision premiumscoverage at one hundred percent (100%) of the prevailing premium rate, (unless such coverage is included with their selected health insurance plan), which rate may be amended from time to time. Failure to pay said premiums will result in termination of coverage.

Once a retiree opts out or is discontinued by virtue of non-payment of the <u>applicable premium for</u> the City's health, <u>vision</u>, <u>and/or dental</u> insurance plan(s), that action shall be final, and said retiree shall not be allowed to retain coverage through the City again.

Eligible part time retirees may elect health insurance. Dental coverage premiums for single, family and/or dependent coverage shall be at the prevailing rate, which rate may be amended from time to time.

R

Upon attaining the age of 65, Retirees and/or their spouses who are currently covered by the City's group health plan and who reach Medicare eligibility will have the option to continue with a Medicare Advantage Plan offered by the City. The health insurance premium paid by the retiree (full-time and part-time retirees) and/or their spouse for such coverage will be one hundred percent (100%) of the applicable prevailing premium rate for the Medicare Advantage plan, which may be amended from time to time. Frozen at whatever applicable premium level being paid at that time. Vision and dental insurance coverage may also be continued by an eligible retiree and/or spouse at 100% of the prevailing premium rate, which may be amended from time to time.

2. 2. Medicare-Eligible Retiree Supplemental Coverage

<u>Eligible Rretirees</u> and their <u>eligible spouses</u> who are currently covered by the City's group health plan and who reach Medicare eligibility will have the option to continue with a Medicare Advantage Plan offered by the City as <u>indicated described</u> in <u>Sec. section</u> C.1. above.

The health insurance premium paid by the retiree and/or their spouse for such coverage will be one hundred (100%) of the applicable prevailing premium rate for the Medicare Advantage plan, which may be amended from time to time. Such rate or percentage may be amended from time to time. Failure to pay said premiums will result in termination of coverage.

Retirees and their spouses who are currently covered by the City's dental <u>and vision plan(s)</u> shall be eligible to continue dental <u>and vision coverage</u> at one hundred percent (100%) of the prevailing <u>premium</u> rate, which rates may be amended from time to time.

A retired employee who, by virtue of new employment, becomes eligible for group health benefits as a result of employment, may choose to continue coverage with the City provided, however such retiree must utilize their new employer's health insurance plan as primary coverage and the City's insurance shall only be secondary and supplemental to the retiree's new employer's insurance plan. The premium shall be the retiree's prevailing rate, which rate and percentage may be amended from time to time.

For further details on the Medicare Advantage Plan coverage, <u>retirees should contact information</u> is available from the Human Resources Department.

3. General Information

All retired employees eligible for insurance coverage under the terms of Sections C.1 and C.2 above shall be billed for their premiums. In the event the retiree fails to pay specified premiums to the City within thirty (30) days of the premium due date, their health/<u>vision/</u>dental insurance coverage shall automatically be terminated by the City.

At the time of paying said premium, all eligible retirees shall be requested to sign an affidavit stating that they have not been eligible for group insurance benefits as a result of any new employment during the preceding six (6) months. A retiring employee may also elect to have health/vision/dental insurance premiums deducted from his/her applicable pension check.

A retired employee who, by virtue of new employment, becomes eligible for group health benefits as a result of employment, may choose to continue coverage with the City provided, however such retiree must utilize their new employer's health insurance plan as primary coverage, and the City's insurance shall only be secondary and supplemental to the retiree's new employer's insurance plan. The premium cost to the retiree shall be one hundred percent (100%) of the applicable prevailing rate for the coverage selected, which rate and percentage may be amended from time to time.

Once a retiree opts out or is discontinued by virtue of non-payment of the City's health insurance plan, the action shall be final and said retiree shall not be allowed to retain coverage through the City again.

The retiree rates for retirees hired on or after January 1, 2010 but before January 1, 2014are as follows:

Those retiring with twenty (20) or more years of City service credit will pay forty percent (40%) of the prevailing premium in retirement, as adjusted from time to time.

Those retiring with less than twenty (20) years of City service will pay one hundred percent (100%) of the prevailing premium in retirement as adjusted from time to time.

The City shall have the right to move retirees over to a separate retiree-only insurance plan substantially similar to the plan for active employees to the extent permitted by Illinois law.

Retiree rates for employees hired on or after January 1, 2014 are as follows:

Those retiring with twenty (20) or more years of City service credit will pay seventy five percent (75%) of the prevailing premium in retirement, as adjusted from time to time.

Those retiring with less than twenty (20) years of City service will pay one-hundred percent (100%) of the prevailing premium in retirement as adjusted from time to time.

The retiree rates for retirees hired on or after January 1, 2010 are as follows:

Those retiring with twenty (20) or more years of City service credit will pay forty percent (40%) of the prevailing premium in retirement, as adjusted from time to time.

Those retiring with less than twenty (20) years of City service will pay one hundred percent (100%) of the prevailing premium in retirement as adjusted from time to time.

The City shall have the right to move retirees over to a separate retiree-only insurance plan substantially similar to the plan for active employees to the extent permitted by Illinois law.

SECTION D. Time Off

Process

Vacation accruals are frontloaded at the beginning of each year. Employees starting after January 1st, will have their floating holiday bank prorated into their accrual bank from their date of hire to the end of the year.

All unused paid time off (floating holidays and eligible vacation - those vacation hours in excess of the pro-rata amount for part-time employees and eighty (80hrs.) for full-time employees) as of December 31st, shall be paid at the straight time rate on or before the first period in February of the following year.

1. Vacation

AccrualsSchedule

Paid vacation shall be granted in accordance with the following schedule based upon the service requirements indicated:

SERVICE REQUIREMENTS	VACATION PERIOD
6 months through 1 year	40 Hours
1 year through 5 years	80 Hours
Beginning 6 years through 10 years	120 Hours
Beginning of 11 years	128 Hours
Beginning of 12 years	136 Hours
Beginning of 13 years	144 Hours
Beginning of 14 years	152 Hours
Beginning 15 years through 17 years	168 Hours
Beginning 18 years through 20 years	184 Hours
Beginning 21 years or more	200urs

Vacation Rules

Employees shall start to accrue vacation allowances as of their date of hire. These hours will be added to the employees' bank on January 1st of the following year and can be used for time off; provided, however that s/he shall not be allowed to take more than a total of eighty (80) hours of vacation during the calendar year in which s/he completes his/her first full year of employment.

Vacations shall be accrued at a rate of 1/12 for every calendar month of service and shall be frontloaded to the employees' bank on January 1st. Vacations may be scheduled and taken at any time during the calendar year with advance approval, in writing, from the department/division head; provided, that if an employee terminates for any reason after having taken more vacation time than they have accrued, his/her final check shall be reduced pro rata. Employees who request to take vacation that has not yet accrued shall complete a form at the time of the request, which shall be submitted to and approved by Human Resources. Likewise, vacation which has been accrued but unused shall be paid pro rata upon termination.

The employer shall grant vacation time off by request from the employee on a first-come, first-serve basis. Provided, however, that if operational demands require limiting the number of employees on vacation at the same time, preference for choice of vacation period shall be granted to employees on the basis of department/division seniority if the request for vacation has been made in writing by February 28th of the calendar year.

Employees on an alternative work schedule must take vacation in increments equal to the employee's regularly scheduled workday and must be taken from days off to days off. For employees listed in Article 4, vacation shall be taken in four (4) hour increments or in increments equal to the employee's normally scheduled work hours.

Vacation periods shall be taken in the year accrued provided, however, if the full-time employee has used forty (40) hours of vacation, then up to forty (40) hours for full-time employees may be carried over into the following year. See carry over language in Section G.

Employees who are on an unpaid leave of absence of thirty (30) calendar days or who are receiving statutory Worker's Compensation benefits do not accrue vacation time.

b. Part-Time Employee Vacation

Employees listed above who are regularly scheduled to work at least twenty (20) hours per week, but less than thirty-five (35), shall be granted vacation hours based on the calculation of scheduled hours worked per week. Vacation scheduling shall be subject to the provisions of this Article. Part-time employees shall be entitled to pro-rata vacation pay based on their scheduled hours.

Vacation periods shall be taken in the year accrued provided, however, if the part time employee has used at least one week of their hours scheduled of vacation, then up to one week may be carried over until February 28th if the employee gives written notification to the Human Resources Department by December 1st of the current year. The time must be used by February 28th of the succeeding year or such time will be paid out.

d. Continuous Shift Vacation

Continuous shift vacations will be addressed in accordance with the standard operating procedure (SOP) as determined by management.

1. 2. Vacation Buy-Back

Employees who, by length of continuous service, are entitled to three (3) or more weeks of vacation may request that any amount of time over two (2) weeks be paid at straight time in lieu of time off. Pay out must be requested no later than December 1st of the calendar year; provided however, all pay-outs of vacation shall be paid in the payroll period following the request or as soon as practicable. Further, vacation buy-back for full-time employees must be in increments of forty (40) hours only or, for part-time employees, in increments equal to the average number of weekly hours worked in the prior year. Any vacation balance over the forty (40) hours for full-time employees and any balance over the calculated hours based on one week of their hours scheduled for part-time employees, as time off not used, paid out, or requested and approved to be carried over will be paid out no later than February 15th.

3. Carry-over

(1) Full-Time Employees

Vacation periods shall be taken in the year accrued; provided, however, if the a full-time employee has used forty (40) hours of vacation, then up to forty (40) hours may be carried over until February 28th of the following year if the employee gives written notification to the Human Resources Department by December 1st of the current year. The time must be used by February 28th of the succeeding year, or such time will be paid out.

(2) Part-Time Employees

<u>Vacation periods shall be taken in the year accrued; provided, however, if a part time employee</u> has used at least one work week of their hours scheduled of vacation, then an equivalent of up

to one work week of the employee's vacation time may be carried over until February 28th if the employee gives written notification to the Human Resources Department by December 1st of the current year. The time must be used by February 28th of the succeeding year, or such time will be paid out.

4.1.Holidays

Full-time employees shall have 17.5 days of holiday time including designated and floating holidays as seen below.

a. Designated Holidays

Full-time employees shall be allowed ten full day holidays and two-half holidays per year; twelve (12) designated holidays per year; established by resolution of the City Council. The designated holidays are as follows:

New Year's Day
Dr. Martin Luther King Day
Thanksgiving Day

Memorial Day Friday after Thanksgiving Juneteenth 1/2 day Christmas Eve

Independence Day Christmas Day

Labor Day ½ day New Year's Eve

Part-time employees shall be entitled pro-rata to holiday pay, on a pro-rata basis, based on their regularly scheduled work week.

Employees working an alternative schedule do not have to work a non-alternative work schedule during a holiday week. However, management may need to have the employee's schedule adjusted on the holiday or the employee may need to work a different schedule to allow for appropriate holiday pay. At no time will an employee receive more than eight (8) hours holiday pay for a day off.

b. Continuous Shift Holidays

Continuous shift holidays will be addressed in accordance with the standard operating procedure (SOP) as determined by management.

c. Floating Holidays

Floating holidays are frontloaded at the beginning of each year. Employees starting after January 1st, will have their floating holiday bank prorated into their accrual bank from their date of hire to the end of the year. Floating holiday time may not be carried over into the following year. Any time not used shall be paid at the employee's straight time rate on or before the first period in February of the following year.

1. Full-time Employees

The balance of six and one half (6.5) days shall be deemed "floating holidays", which shall accrue at a rate of two (2) hours per pay period. Floating holidays must be taken in no less than two (2) hour increments. Floating holiday time shall accrue at the rate of two (2) hours per pay period. Employees shall not accrue floating holiday time for any pay period during which they have not worked seventy percent (70%) of the available

working hours of that period. For purposes of this section, the "available working hours" shall be the regularly scheduled hours, which includes any paid time off.

2. Part-time Employees

Floating holidays must be taken in no less than two (2) hour increments. Floating holiday time shall accrue at the rate of one (1) hour per pay period, or pro-rated according to the employees' scheduled hours, whichever is greater-. Employees shall not accrue floating holiday time for any period during which they have not worked seventy percent (70%) of the available working hours of that period. For purposes of this section, the "available working hours" shall be the regularly scheduled hours, which include any paid time off.

5. Compensatory Time-Off

In lieu of pay for overtime, employees shall have the option to accumulate compensatory time-off. Compensatory time-off shall accumulate at the rate set forth in the overtime section. To elect that overtime, accumulate as compensatory time, an employee must so advise his department or division head, through his supervisor, before the end of the payroll period in which the overtime was worked. No full-time employee shall be allowed to accumulate over one hundred (100) hours of compensatory time at any given time. Part-time employees may not accumulate over fifty (50) hours of compensatory time at any given time.

Employees may request compensatory time-off ahead or on a call-in basis and are permitted to use compensatory time on the date requested unless doing so will unduly disrupt the City's operations.

Compensatory time accumulations shall be taken in the year accrued provided, however, that unused compensatory time may be carried over into the following year. See Section G. Carry Over.

SECTION E. Paid Leaves of Absence

1. Sick Leave

b. Accumulation

Full-time employees shall accumulate sick leave at the rate of 3.70 hours per pay period. Part-time employees shall accumulate sick leave at the rate of 1.85 hours per pay period.

Full-time employees shall be allowed to accumulate sick leave credit up to a maximum of 864 hours. Provided, however, those sick leave hours accumulated by full-time employees in excess of 768 hours at the end of each calendar year shall be paid-off in cash and removed from the accumulation. Those sick leave hours accumulated by part-time employees in excess of 384 hours at the end of each calendar year shall be paid-off in cash and removed from the accumulation. Said hours shall be compensated at one hundred percent (100%) of the employee's regular straight time rate of pay in effect at the end of the calendar year. Payment shall be made on or before February 15th of the new year.

c. Sick Leave Use

Upon accumulation, sick leave credit may be used for the purposes set forth below and shall be paid at the regular straight-time hourly rate of pay in effect for the employee's classification at the time the sick leave is being taken. Provided, however, payments for sick leave hours

shall be reduced by the amount of any statutory Workers' Compensation benefits also received by the employee for the same period of disability.

d. Illness or Disability

Employees who have contracted or are suffering from any illness or disability which renders them temporarily unable to perform the duties of their position shall be eligible to use accumulated paid sick leave.

e. Family Illness or Disability

In the event of an illness, disability, or doctor's appointment involving an employee's spouse, children, or parents, the employee shall be eligible to use accumulated paid sick leave if his/her personal care and attendance is required.

Procedures not specifically set forth herein shall be governed by reference to the Family and Medical Leave Act (FMLA) of 1993 and the federal rules and regulations.

f. Medical and Dental Appointments

Employees shall be eligible to use paid sick leave for absences due to the employee's attendance at medical and dental appointments; provided, the employee should make every effort to schedule such appointments outside of normal working hours, if possible.

g. Sick Leave Notification

It is the responsibility of each employee who is requesting paid sick leave, in accordance with Section B. above, to notify or cause notification to be made to the department head, the division head, their immediate supervisor or through any approved method, at least thirty (30) minutes before the time specified for the beginning of their workday.

Sick leave notification, as outlined above, must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the department or division head.

h. Sick Leave Certification and Approval

Medical certification must be presented whenever paid or unpaid sick leave is requested for three (3) or more consecutive work shifts. The department or division head may require any employee requesting sick leave in any amount to furnish substantiating evidence and/or a statement from his treating/attending physician that absence from work was required due to one of the reasons set forth in Section B. above.

The department or division head shall have the right, at their discretion, to verify the report of an employee's treating/attending physician concerning the illness or disability of an employee, and to require the employee to be examined, at the City's expense, by a physician selected by the City to determine the nature and extent of the illness or disability. As a result of such physician's statements and examination, the City may approve or deny an employee's sick leave request and establish limits and conditions for any further approved sick leave connected with the same illness or disability. Abuse of sick leave shall be cause for disciplinary action up to and including separation.

i. Sick Leave Release

An employee who is sick or disabled for five (5) or more consecutive work shifts shall secure and submit a physician's release using the City of Aurora Return to Duty Status Report certifying that s/he is fit to return to work. This release must be submitted to the division head or Human Resources Department before the employee will be permitted to return to work.

2. Elections

If an employee is working during the entire polling period of a federal, state, or municipal election, he/she shall be allowed an adequate paid leave to vote. It shall be a condition of the leave that the employee actually go to the polling place and vote during such leave.

3. Family Death

In the event of death in the immediate family of an employee (spouse, parents, children, step-parents, step-children, brother, sister, grandchild, grandparents or spouse's father, mother, brother, sister, grandparents or legal dependents), the employee shall be granted three (3) working days leave of absence with full pay.

The following family members qualify for one (1) day death leave: employee's brother-in-law, employee's sister in-law, former step-parent or former step-child.

The Chief Human Resources Officer or designee may request proof of funeral attendance. One (1) additional day with full pay may be granted in case of death depending upon travel distance from the City to be approved by Human Resources. Additional <u>unpaid leavedays</u> may be granted depending on circumstances documented in writing and approved by the Chief Human Resources Officer or designee.

It is the intent of this provision to allow the employee, if required, to handle funeral arrangements and attend the funeral or memorial service in lieu of a funeral of listed immediate family member. The Human Resources Department may require proof of attendance at the funeral or memorial service.

In the event of death in the immediate family of a part-time employee (spouse, parents, children, step-parents, step-children, brother, sister, grandchild, grandparents or spouse's father, mother, brother, sister, grandparents, or legal dependents), the employee shall be granted three (3) days leave of absence with pay. The following family members qualify for one-half (1/2) day death leave: spouses, grandparents, employee's brother-in-law, employee's sister in-law, former step-parent or former step-child.

A full-time employee shall be granted four (4) hours with pay to serve as a pallbearer for a deceased past or current employee of the City. Part-time employees shall be granted 1/2 day off with pay to serve as a pallbearer for a deceased past or current employee of the City.

4. Serious Illness or Surgery

In the event of serious illness or surgery in the immediate family of an employee (as described above), the employee will be granted up to five (5) working days of leave of absence with pay in

any one calendar year. Such leave approval shall be predicated upon comprehensive documentation on a form provided by the Employer from the patient's physician, and must be approved by both the Chief of the Department and the Chief Human Resources Officer or designee. Such approval shall not be unreasonably denied.

5. Jury Duty/Court Appearances

Employees shall be granted a leave of absence with pay for any time they are required to report for jury duty or when they are subpoenaed to appear in court in a proceeding which involves their official City duties. To receive said compensation, the employee must upon notification of jury duty, inform their supervisor of the dates they may be required to serve; upon confirmation that said employee must serve; s/he must notify his/her supervisor. Upon completion of jury duty or court appearance involving official City duties, the employee must submit to the Human Resources Department the amount of jury service fees received, less mileage and other expenses received, if applicable.

6. Maternity Leave

An employee who has given birth will be granted four (4) weeks of paid maternity leave. Such leave shall be taken immediately upon either the initiation of labor or birth of a child. For purposes of this subsection, upon the adoption of a child, the employee will be granted six (6) workdays paid leave to be taken immediately upon receiving custody of the child. In addition, upon submission of proper documentation to Human Resources, said employee may be granted up to an additional five (5) days of maternity leave for international adoptions. Maternity leave shall be consecutive unless otherwise authorized by Human Resources. Maternity leave will run concurrently with the Family Medical Leave Act (FMLA) leave.

7. Paternity Leave

An employee will be granted six (6) workdays of paid paternity leave. Such leave shall be taken immediately upon either initiation of labor or birth of a child. For purposes of this subsection, such leave may be also taken immediately upon receiving custody in connection with the adoption of a child. In addition, upon submission of proper documentation to Human Resources said employee may be granted up to an additional five (5) days of paternity leave for international adoptions. Paternity leave will run concurrently with eave granted under the Family and Medical Leave Act (FMLA).

8. Military Leave

An employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service in accordance with law.

The City will follow Federal and State law regarding employees ordered to temporary or permanent military duty. The Human Resources Department will establish administrative procedures for implementing the applicable laws. Each party agrees to cooperate with any such employee in restructuring work schedules as might be necessary for an employee to meet the responsibility for temporary military duty such as monthly meetings and summer camp requirements.

SECTION F. Unpaid Leaves of Absence

1. Unpaid Leaves of Absence

Employees in need of a personal, unpaid leave of absence for a period of more than thirty (30) consecutive days shall submit their request in writing to the Human Resources Department prior to the leave.

Employees must use any paid time off (PTO) they have in their bank towards their unpaid leave.

Employees must elect to continue their insurance at the normal contribution rate to be paid monthly by invoice, suspend payment until they return from leave or have their insurance coverage completely cease during the leave of absence. The request is subject to the approval of the Chief Human Resources Officer or designee.

Employees are not eligible for unpaid leaves of absence until they have been employed for a continuous six (6) month period. To make application for an unpaid leave of absence, an employee must submit a written request to the Chief Human Resources Officer or designee. The request shall state the reason and the approximate length of time off requested. Unpaid leaves may not exceed six (6) months. If approved by the Mayor, the Human Resources Department shall furnish the employee with written authorization for the leave, with a copy to his/her department/division head.

Employees shall continue to accrue seniority for purposes of salary increase and benefits eligibility for a period of one (1) month only.

Prior to departing on an approved, unpaid leave of absence, which may last for over a month (30 days), employees shall be informed of Illinois Municipal Retirement Fund (IMRF) eligibility requirements so as to protect their eligibility status in the fund, should they so desire. Employees must elect to continue their insurance at the normal contribution rate to be paid monthly by invoice, suspend payment until they return from leave or have their insurance coverage completely cease during the leave of absence. The request is subject to the Chief Human Resources Officer or designee approval.

2. Victims' Economic Security and Safety Act (VESSA)

The City complies with VESSA to provide employees up to twelve (12) weeks of unpaid leave during any twelve-month period to address issues arising from domestic, or sexual, gender, or any other crime of violence.

An employee may take VESSA leave to:

- Seek medical attention for, or recover from, physical or psychological injuries caused by domestic <u>violence</u>, <u>or</u> sexual violence, <u>gender violence</u>, <u>or any other crime of violence</u> to the employee or employee's family or household member;
- Obtain victim services for the employee or employee's family or household member;

- Obtain psychological or other counseling for the employee or the employee's family or household member;
- Participate in safety planning, including temporary or permanent relocation, or other actions to increase the safety of the victim from future domestic violence, or sexual violence, gender violence, or any other crime of violence or ensure economic security; or
- Seek legal assistance <u>or remedies</u> to ensure the health and safety of the <u>victim</u>, <u>employee</u> <u>or the employee's family or household member</u>, including <u>preparing for or participating in any civil</u>, <u>criminal</u>, <u>or military court</u> proceedings related to <u>o derived from</u> the <u>domestic</u> violence, <u>sexual violence</u>, gender violence, or any crime of violence;
- Attend the funeral or alternative to a funeral or wake of a family or household member who is killed in a crime of violence;
- Make arrangements necessitated by the death of a family or household member who is killed in a crime of violence; or
- Grieve the death of a family or household member who is killed in a crime of violence.

3. Family and Medical Leave Act (FMLA)

The City complies with the requirements of the Federal Law for Family and Medical Leave <u>Act</u> (FMLA). The City's FMLA policy is contained in the Employee Handbook.

To be eligible for FMLA leave, an employee must have worked for the City for at least 12 months and have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave. An eligible employee can use up to a total of 12 work weeks of unpaid leave in a 12-month period for one or more of the following reasons:

- Birth of a child, or placement of a child with the employe for adoption or foster care, and to bond with the newborn or newly placed child. Leave for bonding is only available in a single block of time for one year following a child's birth or placement.
- The employees own serious health condition.
- To care for the employee's family member due to a serious health condition. A family member is the employee's spouse, parent, child under 18 or a child 18 years or older and incapable of self-care because of a mental or physical disability.
- A qualifying exigency arising out of the fact that a family member is on covered active
 duty or has been notified of an impending call or order to covered active-duty status. A
 family member on covered active duty is the employees' spouse, parent or child of any
 age.
- In addition, eligible employees may take up to 26 workweeks of lave in a single 12-month period The employee is needed to care for a family member who is a covered servicemember with

a serious injury or illness. The employee is the servicemember's spouse, parent, child or next of kin:

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include in loco parentis relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary; however, the employer has the right to request documentation to prove the relationship between "child" and "parent".

The City may request medical certification of a serious health condition, qualifying exigency, or serious injury or illness of a covered servicemember.

Medical recertification will be at the employer's discretion and if need continues for an extended period or if it changes significantly.

For further details on the City's procedures, please consult the City's Employee Handbook or contact the Human Resources Department.

SECTION G. On-the-Job-Injury

An employee who is disabled and off work because of the injury arising out of and in the course of his/her employment shall be paid pursuant to the provisions of the Illinois Workers' Compensation Act.

An employee injured during working hours shall report the injury immediately to his/her supervisor, in compliance with City policy, and no later than twenty-four (24) hours following the injury. Employees seriously injured shall be taken to the nearest hospital or medical office where arrangements have been made for City employees. Employees have the right to seek medical evaluation from their preferred provider if they so choose. Eye injuries may be treated by a designated physician; The employee's immediate supervisor/manager shall complete the city approved injury report provided however, the employee shall be present, when injury reports are completed, and shall have the right to review the completed injury report.

An employee injured in the course of work for an employer other than the City shall not be covered by the City's Workers' Compensation Policy or self-insured coverage.

Employees who are absent for thirty (30) calendar days or more due to a work-related injury and who are receiving statutory Worker's Compensation benefits do not accrue sick leave, vacation, or floating holiday time.

SECTION H. Other Benefits

1. <u>Carry Over</u> Vacation Carry Over Vacation must be taken in the year it is accrued. However, if a full-time employee has used at least forty (40) hours of vacation during the year, they may carry over up to forty (40) hours into the following year. If a part-time employee has used a pro-rated amount of vacation equivalent to forty (40) hours based on their hours worked, they may carry over a pro-rated amount (also based on hours worked) into the following year. To do so, the employee must provide written notice to the Human Resources Department by **December 1** of the current year. Any carried-over vacation must be used by **February 28** of the following year, or it will be paid out.

Vacation periods shall be taken in the year accrued provided, however, if the full time employee has used forty (40) hours of vacation (for part-time employees the amount calculated based on their hours worked), then up to forty (40) hours for full-time employees (for part-time employees the amount calculated based on their hours worked) may be carried over until February 28th if the employee gives written notification to the Human Resources Department by December 1st of the current year. The time must be used by February 28th of the succeeding year or such time will be paid out.

Compensatory Carry Over

Compensatory time accumulations shall be taken in the year accrued provided, however, that unused compensatory time accrued through December 31st, not exceeding twenty-four (24) hours may be carried over until February 28th and must be used by February 28th of the immediately succeeding year if the employee gives written notification to the Human Resources Department by December 1st of the current year. If not used or cashed in by February 28th, the compensatory time shall be paid at the wage rate in effect at the time the employee received payment.

2. Alternative Work Schedules

Employees may request to work an alternative work schedule, which may include flexible starting and quitting times, days worked and meal periods. To make such requests, employees shall be required to complete an Alternative Work Schedule form. Approval shall be based solely upon the operating needs of the Department. Approval may be granted by the decision of the Department/Division/Bureau Heads who are enumerated in the City Code. Approval of an alternative work schedule shall not be unreasonably denied. Each Department will attempt to honor as many requests as possible. Alternative work schedules may be revoked at any time by the Department Head or designee.

3. Conferences/Seminars

Compensation for conferences and seminars will be provided within budgetary constraints; however, approval for such attendance shall be at the sole discretion of the department head and/or Mayor. Such conferences/seminars shall only be approved for work-related purposes and all requests for approval must be submitted in writing.

Travel time to and from conferences is not compensable time unless attendance at such conference/seminar is mandatory. When attendance is mandatory, the calculation for travel time shall be in accordance with the Fair Labor Standards Act. Transportation to and from conferences/seminars (mileage, train tickets, etc.) is compensable at the rate established by the

City. Any attendance time in excess of eight (8) hours will be paid at time and one half. If attendance is mandated on the first or second day of rest, the City will pay for attendance hours in accordance with the Fair Labor Standards Act. The Chief Human Resources Officer or designee must approve attendance on the first or second day of rest.

4. Education

a. Tuition Reimbursement

The City shall provide 50% tuition reimbursement toward individual courses, associates, bachelor and master's degrees to the extent budgetary constraints allow.

Employees who wish to apply for the above, may request reimbursement of expenses as herein provided by submitting a written proposal through their Department Head to the Human Resource Department at least four (4) weeks prior to enrollment on forms provided for such purpose.

Approval of such proposal must be expressed in writing by the Chief Human Resources Officer or designee prior to enrollment. The following factors shall be considered in granting or denying the request:

- i. That adequate funding is available to make the reimbursement as herein provided.
- ii. That the course(s) is/are approved by the employee's department head, related to the employee's job duties, and would enhance the employee's level of performance.
- iii. That the employee has performed satisfactorily in the department for at least twelve (12) continuous months prior to making the request.
- iv. That the employee signs an employment agreement which provides for repayment of tuition should they leave City employment pursuant to Section 4 B.

In order to obtain reimbursement, the employee is required to submit original receipts for tuition, as well as written certification that the approved course(s) have been successfully completed with a grade of "C" or better; or, in the event of pass/fail courses, a "pass" is required.

b. Service Requirements

An employee who has received reimbursement for a City-approved course as provided herein shall be required to work for the City at least one (1) year following the submittal of the certification of completion for the last course(s) taken. In the event the employee separates from service with the City, whether voluntarily or involuntary, prior to completion of said one (1) year period, the employee shall be required to pay back to the City the amount of the reimbursement received.

5. Employee Assistance Program

The City has an Employee Assistance Program (EAP) available to all employees, <u>retirees</u> and their families. Such service provides up to eight (8) confidential assessment sessions at no cost to the

employee. The EAP is a voluntary program. The identity of employees who utilize the EAP is not disclosed to the City.

Further information may be obtained from the Director of Training & Development or designee, or the program may be accessed directly by contacting Ascension Illinoisthe EAP at (331800) 329327-24760321, which is available twenty-four (24) hours a day, seven (7) days a week.

6. Interpreters Stipend

The City will provide employees qualified as specified herein, with a \$60.00 per pay period stipend after successfully completing a skills exam for recognized languages as listed; Spanish, German, Polish, Czechoslovakian, Romanian, Hungarian, Urdu, Hindi, Punjabi and Sign Language for purposes of serving the public, performed while on duty. Employees, who receive such stipend, shall be required to use their interpretive skills whenever requested or required. A skills exam will be given by an independent third party and will include oral interpretation skills as opposed to formal written skills. Additional languages will be considered on an as needed basis.

7. Life Insurance

Employees who work at least twenty (20) hours per week are covered by a group life insurance policy as follows:

Policy Amount on Employee

Non-Exempt Service	One times the employee's annual base salary
Retirees	\$5,000 until age sixty-five (65)

Such policy also has provisions for accidental death and dismemberment. There are no life insurance provisions for the spouse of a deceased retiree. Copies of the life insurance policy are available and may be obtained from the Human Resources Department.

8. Overtime

Occasionally, employees in the Non-Exempt Service may be required to work more than their normally scheduled hours. Employees on an eight-hour work day shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all authorized hours of work in excess of eight (8) hours in any scheduled work day or forty (40) hours in any scheduled work week. Hours of work do not include PTO, comp time, or sick leave. The overtime rate shall double such employee's regular straight-time rate for authorized overtime hours of work on a Sunday or a day designated and observed as a holiday by resolution of the City Council.

Full-time employees working an approved regular alternative work schedule shall be paid one and one-half $(1\frac{1}{2})$ times their straight-time hourly rate of pay for all authorized hours of work in excess of their regular alternative work day or work week, provided such overtime shall only be paid for actual hours worked, to the nearest tenth of an hour.

Part-time employees working an approved regular alternative work schedule shall be paid one and one-half $(1 \frac{1}{2})$ times their straight-time hourly rate of pay for all authorized hours of work in excess of forty (40) hours in any scheduled work week.

Employees may bank overtime as compensatory time in lieu of being paid out.

Continuous shift overtime will be addressed in accordance with the standard operating procedure (SOP) as determined by management.

9. Shift Differential

Full-time employees assigned to work a regular second (starting time 3 p.m.) or third (starting time 11 p.m.) shift will receive an additional ninety-five cents (\$.95) per hour to their hourly rate.

10. Temporary Assignment

Employees assigned to work in a higher classification for one hour or more shall be paid an additional two dollars (\$2.00) per hour for time worked in a higher classification. If the higher classification is in the Executive Pay Plan, then the employee may be placed at step one (1) of the position that is temporarily being filled for salary purposes only, unless that step is lower than the employee's rate of pay at the time of temporary assignment, in which case the employee would be paid only the additional two dollars (\$2.00) per hour for time worked in the higher classification.

11. Training Pay

When an employee is assigned by management to train another employee, the training employee shall receive one half (1/2) hour straight pay for each four (4) hours of training, or pro-rata for at least one-half (1/2) hour of training time.

12. Separation Pay

- a. Upon permanent separation from the City as a result of (1) retirement/resignation-, with at least two weeks' advance written notice, or (2) as a result of termination for inability to physically perform the essential functions of the job, with at least two (2) weeks advance written notice, or (3) upon death, employees shall receive paid compensation for any accumulation of sick leave hours. Compensation shall be paid at the employee's regular straight-time hourly rate of pay at the time of separation for all sick leave hours accrued up to 864. In the event of death, the separation benefit shall be paid to the beneficiary chosen by the employee. If the employee does not choose a beneficiary, the benefit will be paid to the employee's estate.
- b. Vacation which has been accrued but unused shall be paid pro rata upon termination. If an employee terminates for any reason after having taken more vacation time than they have accrued, his/her final check shall be reduced pro rata.
- c. An employee who resigns or retires without providing two (2) weeks advance written notice, shall be compensated for all accumulated sick leave hours, not to exceed 864 hours, at fifty percent (50%) of his regular straight-time hourly rate of pay in effect at the time of separation.
- d. An employee who is involuntarily terminated or who resigns in lieu of being involuntarily terminated shall receive no paid compensation for accumulated sick leave hours. Any exception will be at the discretion of the Chief Human Resources Officer or designee.

At the time of retirement, an employee may: a) choose a lump sum payment of accrued sick, accrued PTO and comp. time included with the final check, or b) choose to have the payoff divided equally for up to three months which shall include the month in which final pay is received provided that the employee has given at least a ninety (90) day advance notice in writing.

13. Health and Fitness

<u>Subject to funding and budgetary constraints</u>, <u>The City shall pay up to a maximum of \$300.00 per calendar year toward a membership in a health/exercise club or fitness membership requiring the employee's purchase of a fitness machine providing live class options. The City shall reimburse the employee upon presentation of a receipt payment <u>no later than February 28th of the immediate succeeding year</u> to the administrative person in their Department/Division. The Human Resources Department shall oversee this program.</u>

13. Physical Examination

Full-time employees in the Non-Exempt Service are required to complete a physical examination as follows:

- Upon appointment
- Up to age 40: Every five (5) years during the calendar quarter of the employee's birth date (ages 20, 25, 30, etc.)
- Over age 40: Every two (2) years during the calendar quarter of the employee's birth date (ages 42, 44, 46, etc.)
- Over age 60: Every year during the calendar quarter of the employee's birth date.

The physical examination program shall be administered by the Chief Human Resources Officer or designee, with examination forms to be provided by the Human Resources Department. The exam shall include a base physical exam, blood chemistry screen and urinalysis. Further tests may be performed if covered in the Physical Schedule which is on file and available in the Human Resources Department.

ARTICLE 45 OTHER

All benefits adopted hereunder are unilaterally granted by the City as voluntary benefits of qualifying employment and shall remain in effect as herein provided only until such further action of the City Council shall amend or abolish same. Employees under Article 4 shall be entitled only to those benefits expressly specified herein.

SECTION A. Grant Positions

POSITION	SALARY GRADE
Prevention Specialist	431
Grant Project Manager	432
Community Outreach Worker	430
School Coordinator	433

The above positions are dependent upon the funds available from the related grant. All benefits provided must be stated in the grant and will be determined by the Chief Human Resources Officer or designee in accordance with the provisions of this plan.

Employees will be covered under the Illinois Municipal Retirement Fund (IMRF) if it is anticipated that they will work at least one thousand (1000) hours annually.

SECTION B. Seasonal Employees

POSITION	SALARY GRADE
Seasonal Youth Worker	850
General Worker I	854
Seasonal Worker I	854
General Worker II	866
Seasonal Worker II	866
Security Lead Worker	876
Pro Shop Cashier	878
Coordinator	893

Seasonal employees shall be paid at Step 1 during their first term of employment unless otherwise authorized by the Chief Human Resources Officer or designee, and shall progress to higher steps upon each successive term of employment. Employees in the categories of General Worker I and General Worker II will participate in the Illinois Municipal Retirement Fund. All other seasonal positions are limited to less than 1000 hours annually – NO EXCEPTIONS.

SECTION C. Interns

POSITION	SALARY GRADE
Work Study Intern	852
College Intern	868
Graduate Intern	876

Interns shall be paid at the step authorized by the Chief Human Resources Officer or designee. Interns may not work longer than three hundred sixty-five (365) days from the date of hire without written consent of the Chief Human Resources Officer or designee. Interns receive no additional benefits.

SECTION D. Miscellaneous

POSITION	SALARY GRADE	RATE
Deputy Liquor Commissioner	N/A	\$1,040 per year
Temporary Employee (Job Codes	899	Determined by the
101 and up)		Chief Human
		Resources Officer or
		designee

SECTION E. Work Week

All employees listed in Article 4 shall be entitled to overtime after the employee has worked or been paid forty (40) hours of regular straight time pay in a work week (Saturday through Friday). Any employee in Article 4 Section A and B who is required to work a designated holiday shall be paid at the time and one-half (1-1/2) overtime rate, plus their four (4) hours of designated holiday pay.

For employees in departments which require continuous shift operation, the regular work week shall consist of five (5) consecutive eight (8) hour days for a total of forty (40) hours work. The scheduled workdays and scheduled days off shall be consecutive but may fall on any day of the week.

SECTION F. Schedule of Salary Grades and Wage Rates

The following schedule is effective the first full payroll period commencing on or after passage of this document.

*** See Attached Exhibit "B"***

EXHIBIT A SCHEDULE OF POSITION GRADES NON-EXEMPT SERVICE

POSITION	SALARY GRADE
Greeter	1
Museum Assistant	2
Assistant Director of Public Art	11
Assistant Golf Operations Professional	11
Communications Assistant	11
Community Service Officer	11

Confidential Secretary	11
Food and Beverage Manager	11
Neighborhood Outreach Specialist	11
Community Engagement Specialist	
Administrative Aide	12
Aldermanic Aide	12
Business Compliance Officer	12
Executive Secretary	12
Project Assistant	12
Purchasing Specialist	12
Special Events Assistant	12
Translation Specialist	12
Assistant Water Billing Manager	13
Brand & Marketing Coordinator	13
Budget Analyst	13
Cashiering Operations Supervisor	13
Communication Coordinator	13
Community Engagement Coordinator	13
Digital Evidence Custodian	13
Emergency Management Agency Specialist	13**
Event Marketing Coordinator	13
Grant Coordinator	13
Legal Secretary	13
Paralegal/Risk Management	13
Public Information Specialist	13
Special Events Coordinator	13
Sr. Aldermanic Aide	13
Payroll Specialist	<u>13</u>
Accounts Payable Coordinator	14
Assistant Animal Control Manager	14
Office Manager	14
Social Work Coordinator	14
Supervisor/Payroll Administration	14
Water Service Replacement Manager	14
Aldermanic Office Supervisor	15
Development Services Supervisor	15
-	

Laboratory Manager	15
MWBE/Purchasing Coordinator	15
Police Records Manager	<u>15</u>
CAD Leads Coordinator	16
Court Detention Supervisor	16**
Emergency Dispatch Supervisor	16**
Forensic Digital Evidence Digital Forensic Investigator	16
Forensic Examiner	16
Long Term Control Project Assistant	16 **
Professional Engineer I	16**
Assistant Traffic Engineer	17
Manager of Water System Engineering	17 **
Professional Engineer II	17**
Engineering Coordinator	18 **
Traffic Engineer	18 **
Fire Cadet* (Part-time)	486
Police Cadet* (Part-time)	486

^{**}Special Market (SMP) - positions have been moved up one grade and are subject to an annual review which may increase, decrease or remove the adjustment.

EXHIBIT B SCHEDULE OF SALARY GRADES NON-EXEMPT SERVICE

									<u>1101</u>		SERVICE									
STEP GRADE 1 2 3 4 5 6														7	8	9	10	11	12	13
UK	ADE					1			2	3	4	3	0	/	0	9	10	11	12	13
1	ANN UAL	32,28 1.60	33,05 1.20	33,75 8.40	34,50 7.20	35,23 5.20	36,00 4.80	36,89 9.20	37,71 0.40	38,52 1.60	39,353 .60	<u>40,268</u> <u>.80</u>	<u>41,20</u> <u>4.80</u>	42,016.00						
	HOU RLY	<u>15.52</u>	<u>15.89</u>	<u>16.23</u>	16.59	16.94	17.31	<u>17.74</u>	<u>18.13</u>	18.52	<u>18.92</u>	<u>19.36</u>	<u>19.81</u>		20.20					
2	ANN UAL	33,96 6.40	34,71 5.20	35,48 4.80	36,29 6.00	37,02 4.00	37,87 6.80	38,68 8.00	39,56 1.60	<u>40,45</u> <u>6.00</u>	<u>41,350</u> <u>.40</u>	<u>42,265</u> <u>.60</u>	<u>43,22</u> <u>2.40</u>	44,2	200.00					
	HOU RLY	16.33	16.69	<u>17.06</u>	<u>17.45</u>	<u>17.80</u>	18.21	18.60	<u>19.02</u>	19.45	<u>19.88</u>	20.32	20.78	_	21.25					
3	ANN UAL	35,63 0.40	36,40 0.00	37,16 9.60	38,02 2.40	38,91 6.80	39,74 8.80	40,60 1.60	41,51 6.80	42,43 2.00	<u>43,409</u> <u>.60</u>	<u>44,345</u> <u>.60</u>	45,32 3.20	46,3	384.00					
	HOU RLY	<u>17.13</u>	<u>17.50</u>	<u>17.87</u>	<u>18.28</u>	<u>18.71</u>	<u>19.11</u>	<u>19.52</u>	<u>19.96</u>	20.40	20.87	21.32	21.79		22.30					
4	ANNUA L	37,356. 80	38,209. 60	39,104.0) <u>39,936.0</u> 0	40,788.8 0	41,745.6 0	42,702.4 0	43,680.0 0	44,636.8 0	3 <u>45,676.8</u> 0	46,550.4 0	47,590. 40	48,6	592.80					
	HOU RLY	<u>17.96</u>	18.37	18.80	19.20	<u>19.61</u>	20.07	20.53	21.00	21.46	21.96	22.38	22.88		23.41					
5	ANN UAL	<u>40,41</u> <u>4.40</u>	<u>41,28</u> <u>8.00</u>	<u>42,09</u> <u>9.20</u>	43,07 6.80	<u>44,03</u> <u>3.60</u>	45,01 1.20	46,03 0.40	47,07 0.40	48,11 0.40	49,129 .60	<u>50,190</u> <u>.40</u>	51,33 4.40	52,4	<u>436.80</u>					
	HOU RLY	<u>19.43</u>	<u>19.85</u>	20.24	20.71	<u>21.17</u>	21.64	22.13	<u>22.63</u>	23.13	23.62	24.13	<u>24.68</u>		25.21					
6	ANN UAL	43,45 1.20	<u>44,42</u> <u>8.80</u>	45,36 4.80	46,38 4.00	47,42 4.00	48,50 5.60	49,52 4.80	50,71 0.40	51,77 1.20	<u>52,936</u> <u>.00</u>	<u>54,059</u> <u>.20</u>	55,28 6.40	56,4	492.80					
	HOU RLY	20.89	21.36	<u>21.81</u>	22.30	22.80	23.32	23.81	<u>24.38</u>	24.89	<u>25.45</u>	<u>25.99</u>	<u>26.58</u>	_	27.16					
7	ANN UAL	46,75 8.40	<u>47,79</u> <u>8.40</u>	48,83 8.40	49,96 1.60	51,08 4.80	<u>52,20</u> <u>8.00</u>	53,33 1.20	54,53 7.60	<u>55,82</u> <u>7.20</u>	<u>56,992</u> <u>.00</u>	<u>58,281</u> <u>.60</u>	<u>59,55</u> <u>0.40</u>	60,8	881.60					
	HOU RLY	22.48	22.98	23.48	24.02	24.56	<u>25.10</u>	25.64	26.22	<u>26.84</u>	<u>27.40</u>	<u>28.02</u>	28.63		29.27					
8	ANN UAL	48,36 0.00	<u>49,56</u> <u>6.40</u>	50,79 3.60	52,06 2.40	53,37 2.80	<u>54,70</u> <u>4.00</u>	<u>56,07</u> <u>6.80</u>	57,47 0.40	<u>58,92</u> <u>6.40</u>	<u>60,382</u> <u>.40</u>	<u>61,880</u> <u>.00</u>	63,44 0.00	65,0	020.80					
	HOU RLY	23.25	23.83	24.42	25.03	25.66	26.30	26.96	27.63	<u>28.33</u>	29.03	29.75	<u>30.50</u>		31.26					
9	ANN UAL	49,94 0.80	51,18 8.80	52,45 7.60	53,76 8.00	55,12 0.00	56,47 2.00	57,90 7.20	<u>59,36</u> 3.20	60,81 9.20	<u>62,358</u> .40	<u>63,918</u> <u>.40</u>	65,52 0.00	67,	142.40					

	HOU RLY	24.01	24.61	25.22	25.85	26.50	27.15	27.84	28.54	29.24	29.98	30.73	31.50	32.28					
	ANN													50.204.00					
10	UAL	<u>51,52</u> <u>1.60</u>	<u>52,81</u> <u>1.20</u>	<u>54,12</u> <u>1.60</u>	<u>55,47</u> <u>3.60</u>	<u>56,86</u> <u>7.20</u>	58,28 1.60	<u>59,71</u> <u>6.80</u>	<u>61,23</u> <u>5.20</u>	<u>62,75</u> <u>3.60</u>	<u>64,334</u> <u>.40</u>	65,936 .00	<u>67,60</u> <u>0.00</u>	69,284.80					
	HOU RLY	24.77	25.39	26.02	26.67	27.34	28.02	28.71	29.44	30.17	30.93	31.70	32.50	33.31					
11	ANN UAL	53,06 0.80	<u>54,37</u> <u>1.20</u>	<u>55,76</u> <u>4.80</u>	57,13 7.60	<u>58,57</u> <u>2.80</u>	60,09 1.20	61,54 7.20	63,02 4.00	<u>64,62</u> <u>5.60</u>	<u>66,227</u> <u>.20</u>	<u>67,849</u> <u>.60</u>	<u>69,59</u> <u>6.80</u>	71,302.40					
	HOU RLY	25.51	<u>26.14</u>	26.81	27.47	28.16	28.89	29.59	30.30	31.07	31.84	32.62	33.46	34.28					
	STEP															•			
						1			2	3	4	5	6	7 8	9	10	11	12	13
12	ANN UAL	<u>59,21</u> 7.60	<u>60,71</u> 5.20	62,15 0.40	<u>63,79</u> 3.60	<u>65,39</u> 5.20	66,97 6.00	<u>68,74</u> 4.00	70,44 9.60	72,21 7.60	74,027 .20	<u>75,899</u> .20	77,75 0.40	79,726.40					
	HOU RLY	28.47	29.19	29.88	30.67	31.44	32.20	33.05	33.87	34.72	35.59	36.49	37.38	38.33					
13	ANN UAL	66,22 7.20	67,84 9.60	69,59 6.80	71,30 2.40	73,02 8.80	74,92 1.60	76,77 2.80	78,76 9.60	80,66 2.40	82,659 .20	84,822 .40	86,94 4.00	89,128.00	89,128.00				
	HOU RLY	31.84	32.62	33.46	34.28	35.11	36.02	36.91	<u>37.87</u>	38.78	<u>39.74</u>	40.78	41.80	42.85					
14	ANN UAL	75,00 4.80	76,83 5.20	78,72 8.00	80,70 4.00	82,68 0.00	84,78 0.80	86,84 0.00	89,02 4.00	91,22 8.80	93,537 .60	95,846 .40	98,28 0.00	100,692.80	100,692.80				
	HOU RLY	<u>36.06</u>	36.94	<u>37.85</u>	38.80	39.75	40.76	41.75	42.80	43.86	44.97	46.08	47.25	48.41					
15	ANN UAL	85,63 3.60	87,71 3.60	89,93 9.20	92,12 3.20	94,43 2.00	96,72 0.00	99,13 2.80	101,6 70.40	104,2 08.00	106,84 9.60	109,44 9.60	112,1 95.20	115,044.80	,044.80				
	HOU RLY	41.17	42.17	43.24	44.29	45.40	46.50	47.66	48.88	50.10	51.37	52.62	53.94	55.31					
16	ANN UAL	98,69 6.00	101,1 08.80	103,6 46.40	106,2 88.00	108,9 08.80	111,6 33.60	114,4 00.00	117,2 91.20	120,2 03.20	123,17 7.60	126,27 6.80	129,4 38.40	132,620.80	132,620.80				
	HOU RLY	<u>47.45</u>	48.61	49.83	<u>51.10</u>	<u>52.36</u>	53.67	<u>55.00</u>	<u>56.39</u>	<u>57.79</u>	<u>59.22</u>	60.71	62.23	63.76					
17	ANN UAL	114,0 88.00	116,9 16.80	119,8 91.20	122,3 66.40	125,9 23.20	129,1 26.40	132,3 08.80	135,6 16.00	139,0 06.40	142,48 0.00	146,03 6.80	149,6 35.20	153,379.20					
	HOU RLY	<u>54.85</u>	<u>56.21</u>	<u>57.64</u>	<u>58.83</u>	60.54	62.08	63.61	65.20	<u>66.83</u>	<u>68.50</u>	<u>70.21</u>	<u>71.94</u>	73.74					

					1															
18	ANN UAL	132,2	135,5	138,9	142,3	145,9	149,5	<u>153,2</u>	157,1	<u>161,0</u>	165,13	169,29	173,5	177,9	77,985.60					
		04.80	12.00	02.40	96.80	32.80	31.20	96.00	23.20	<u>75.20</u>	1.20	1.20	96.80							=
	HOU RLY	63.56	<u>65.15</u>	66.78	<u>68.46</u>	<u>70.16</u>	71.89	73.70	<u>75.54</u>	77.44	<u>79.39</u>	81.39	83.46		85.57					
19	ANN UAL	154,6 89.60	158,5 16.80	162,4 89.60	166,5 45.60	170,7 47.20	174,9 90.40	179,4 00.00	183,8 92.80	188,5 31.20	193,23 2.00	198,07 8.40	202,9 87.20	208,0	208,062.40					
	HOU RLY	74.37	<u>76.21</u>	78.12	80.07	82.09	84.13	86.25	88.41	90.64	92.90	95.23	97.59	9 100.03						
20	ANN UAL	182,2 49.60	186,8 67.20	191,5 88.80	196,4 14.40	201,3 64.80	206,3 98.40	211,5 56.80	216,8 19.20	222,2 48.00	227,82 2.40	233,52 1.60	239,3 66.40	245,2	5,273.60					
	HOU RLY	<u>87.62</u>	89.84	92.11	94.43	<u>96.81</u>	99.23	101.7 1	<u>104.2</u> <u>4</u>	106.8 5	109.53	112.27	115.0 <u>8</u>	117.92						
21	ANN UAL	192,5 87.20	197,4 12.80	202,3 63.20	207,4 17.60	212,5 76.00	217,9 00.80	223,3 29.60	228,8 83.20	234,5 20.00	240,46 8.80	246,48 0.00	252,6 16.00	258,8	258,876.80					
	HOU RLY	92.59	94.91	97.29	99.72	102.2 0	104.7 6	107.3 7	110.0 4	112.7 5	115.61	118.50	121.4 5	124.46						
22	ANN UAL	255,5 90.40	261,9 55.20	268,5 69.60	275,2 46.40	282,1 72.80	289,1 82.40	296,4 20.80	303,9 29.60	311,4 80.00	319,28 0.00	327,41 2.80	335,5 04.00	343,865.60						
		HOUR LY	120.47122.88				123.4 7125. 94	126.5 9129. 12	129.7 4 <u>132.</u> 33	133.00 135.66	136.3 0139. 03	139.7 2142. 51	143.2 5146. 12	146.8 1149. 75	150.49 153.50	154.32 157.41	158.1 4 <u>161.</u> 3 <u>0</u>	162.0 8165. 32		