

CITY OF AURORA, ILLINOIS

RESOLUTION NO. _____

DATE OF PASSAGE _____

**A RESOLUTION AUTHORIZING
A MEMORANDUM OF AGREEMENT TO BE EXECUTED BETWEEN
THE CITY OF AURORA AND THE AURORA SUPERVISOR'S ASSOCIATION**

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, a Memorandum of Agreement has been proposed setting forth the terms of employment of the supervisory level employees of the City of Aurora Parks and Recreation, Public Property, M.V.P.S., Water and Sewer, Water Production and the Public Works Departments, including salary, benefits and obligations; and

WHEREAS, the City Council finds that it is in the best interest of the City that such Memorandum be executed and delivered.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Illinois, that the Mayor and City Clerk are hereby authorized to execute a Memorandum of Agreement between the City of Aurora and the Aurora Supervisor's Association, effective 4/1/~~1874~~ through ~~123~~/31/~~2016~~~~20~~ which is attached hereto and made a part hereof.

PASSED AND APPROVED on _____.

Aldermen
AYES _____ NAYS _____ NOT VOTING _____

Aldermen

ATTEST:

City Clerk

Mayor ~~Thomas J. Weisner~~ Richard C. Irvin

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF AURORA

AND

AURORA SUPERVISOR'S ASSOCIATION

Executed this 28th day of January, 2014

C. Substance Abuse Testing.....	191913
D. Commercial Driver's License (CDL).....	191913
E. Interpreter's Bonus.....	191913
F. Tuition Reimbursement	
ARTICLE 16XXVI	202014
Specific Obligations of Supervisors.....	202014
ARTICLE 17XXVII	212115
General Provisions.....	212115
A. Seniority.....	212115
B. Civil Service.....	212115
C. Supervisor Levels.....	212115
ARTICLE 18XXVIII	212115
Disciplinary Action and Termination.....	212115
ARTICLE 19.....	20
Grievance Procedure.....	20
ARTICLE 20XXI	242418
Duration.....	242418
APPENDIX A.....	252519
SALARY SCHEDULE.....	252519
I. WAGES.....	252519
II. LONGEVITY.....	292923
III. GENERAL SUPERVISOR.....	292923
IV. PROMOTION.....	292923
APPENDIX B.....	303024
DRUG AND ALCOHOL TESTING POLICY.....	303024
Section A. Policy Statement.....	303024
Section B. Definitions.....	303024
Section C. Prohibitions.....	313125
Section D. The Administration of Tests.....	313125
Section E. Conduct of Tests.....	333327
Section F. Drug Testing Standards.....	343428
Section G. Alcohol Test Standards.....	353528
Section H. Voluntary Request for Assistance.....	353528
Section I. Discipline.....	363629
Section J. Insurance Coverage.....	363629
Section K. Duty Assignment.....	363630
Section L. Confidentiality of Test Results.....	373730
Section M. Right to Contest.....	373730
Section N. Indemnification Prescription Drugs and Over-the-Counter Medication.....	373730
APPENDIX C.....	383831
Equal Employment Opportunity Plan/Policy 2001	383831
Purpose of Policy.....	383831
Statement of Policy.....	383831

MEMORANDUM OF AGREEMENT

This Memorandum sets forth an understanding and agreement between the City of Aurora (herein "CITY"), and supervisory personnel (herein "SUPERVISORS") as identified in Appendix "A" as to the terms of employment of these Supervisors, their salaries, benefits, working conditions and general obligations.

Management Rights

The City of Aurora, Illinois shall retain the sole right and authority to operate and direct the affairs of the Employer and departments as listed in this Agreement in all its various aspects, including, but not limited to, all rights or functions of management and authority exercised by the Employer prior to the execution of this Agreement except as modified in this Agreement. Among the rights retained by the Employer are the Employer's right to determine its mission and set standards of service offered to the public; to direct the working forces; to plan, direct, control and determine all the operations and/or services to be conducted in or at the listed departments or by employees of the Employer; to schedule and assign employees to various positions within classifications in the department; to hire and fairly and objectively evaluate employees, promote, demote, suspend, discipline or discharge for just cause, within the statutes and ordinances in such case made and provided; to establish reasonable work and productivity standards and to, from time to time, change those standards; to assign overtime; to create positions or relieve employees due to lack of work or for other legitimate reasons; to determine the methods, means, organization, and number of personnel by which such operations and service are to be conducted; to make and enforce rules and regulations; to change or eliminate existing methods, equipment or facilities and/or introduce new or improved ones including contracting and subcontracting; provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

ARTICLE 11
Seniority Applications

Section A. Definition of Seniority

For purposes of this Agreement, seniority shall be defined as an employee's length of continuous full-time service since his most recent date of hire less any service deduction adjustments due to time off of more than sixty (60) consecutive calendar days due to lay-off, approved unpaid leave of absence, or due to time off of more than 120 days for a temporary disability rendering the employee unable to perform his regular duties. Suspensions of less than thirty (30) work days and workers compensation absences of less than one (1) year shall not affect seniority.

1. Divisional seniority shall be based on the length of an employee's continuous service within the division in which he/she is assigned and shall be utilized to determine shift preference by divisional seniority in grade. As recommended by management and approved by Human Resources, shift preference may be denied if the employee has documented performance deficiencies and/or does not meet job related qualifications at time of shift selection and/or the shift preference is deemed to be detrimental to operations. This section shall become effective upon ratification of this agreement without precedent and will sunset 12/31/20 unless otherwise agreed upon by both parties.

2. City-wide seniority shall be used in determining:

- a. An employee's priority with respect to layoff procedure, pursuant to Article 1, Section B.
- b. An employee's appropriate rate of vacation accrual as set forth in Article 6.

Section AB. Layoff.

Should it become necessary to layoff an ASA supervisory employee in an affected division due to a reduction of forces, the Employer shall give the initial notice to such employee(s) affected, and the ASA, with three (3) weeks written notice in advance. Delays in the date of a layoff shall not require an additional three weeks' notice. Upon the issuance of said notice, the Employer and the ASA will discuss alternatives to and impacts of the layoff if put forth by the ASA, but in no event shall any on-going discussions delay the implementation of the layoffs. Layoffs shall not terminate the seniority of any employee except as provided in the following:

1. When laid-off for a period of more than two (2) years.
2. When laid-off employee fails to return to work within fourteen (14) calendar days after the mailing date of a re-employment notice as provided below.

In the event layoffs are necessary within the classifications and the divisions covered by this Agreement, employees will be laid-off from the affected classification in their division in the inverse order of their seniority in City employment, provided the remaining supervisory employees in that classification are able to perform the remaining work available with minimal training within a five (5) working day acclimation period.

An employee who would be subject to layoff in such a division shall be permitted to displace a supervisory employee with lesser City service in a lower ranked classification in the affected division; if no lower ranked classification exists that is filled by a less senior employee in the affected division, then a supervisory employee with lesser City service in a lower ranked classification regardless of division; if inter-divisionally no lower ranked classification exists that is filled by a less senior employee, then a supervisory employee with lesser City service in an equal ranked classification, regardless of division; provided: (i) the employee takes and passes the test for the position (if any); (ii) the employee submits to and passes any background, pre-screening checks or tests required by the City or required by federal or state law for the position, with such tests and checks to be

completed in the time frames set by the City (whether before or after placement); and (iii) the employee meets the minimum qualifications of the position. The employee shall then be given up to thirty (30) calendar days from the start date in the new position to acquaint himself/herself with the job and prove his/her ability to fill the same satisfactorily. If the employee is placed in the position and later does not meet any of the above conditions, then the employee will be laid off and the employee previously displaced will be rehired.

An employee affected by a layoff who seeks to displace a supervisory employee as provided herein must submit a written notice of such intent to the Employer within three (3) calendar days after notification of the layoff. If displacing a lower ranked employee, such displacement shall be considered a voluntary demotion on the part of the displacing employee and the wages and benefits attached to the lower classification shall take effect. Shall layoffs occur, the Employer shall provide a list of resources to assist such employees in seeking outplacement services such as job training, job counseling and job search skills.

Employees shall be allowed to cash out their accumulated sick leave and other benefit time when they are laid off or any time thereafter while on a two (2) year reemployment list. Such payout will be calculated at the employees' rate of pay at the time of his/her layoff.

Section BC. Re-employment.

Persons who are laid off shall be placed on a re-employment list for a period of two (2) years. If there is a re-employment, persons who are still on the list shall be re-employed in the inverse order of their layoff within the classification equal to or less than the previous classification held, provided the employee meets the position requirements outlined in Section A. The re-employed employee shall be given up to twenty (20) work days from the start date in the new position to acquaint himself/herself with the job and prove his/her ability to fill the same satisfactorily. Should the employee at any time before or at the end of such trial period prove unfit for the job to which s/he was rehired, or does not meet any of the conditions outlined in Section A at any time, then the employee will be removed from the position and returned to the recall list. Time spent in the recalled position before returning to the reemployment list will count towards the two year recall period.

If there is re-employment, the Employer shall send a re-employment Notice to persons eligible for re-employment, which notice shall be sent by registered or certified mail, return receipt requested, with a copy to the Union. The Employer shall be deemed to have fulfilled its notice obligation by such mailing to the last known address of such person, it being the obligation and responsibility of same to provide the Employer with his current mailing address. Persons so notified shall be allowed fourteen (14) calendar days after the mailing date in which to accept re-employment by providing the Employer with written notice of same. Employees who are on a leave of absence (as defined in Article VII) or who will be, or who have been laid off for a period of six (6) or more continuous calendar months shall be required to have a physical examination both prior to said leave or layoff and prior to reinstatement at the City's expense.

Section ED. Rehires.

1. Former City employees who wish to be rehired to their former position may be given special preference if they:
 - a. Were a member of the bargaining unit when they resigned from their last position with the Employer on a voluntary basis and left the Employer in good standing; and
 - b. Make application for rehire for the position within one (1) year of the date of their resignation from the Employer.
 - c. There exists a current vacancy that cannot be filled from within this bargaining unit in accordance with Sections C, D, E and H above.
 - d. Are recommended by the Division Head and approved by the Director of Human Resources.

2. Such former employee may be rehired at the discretion and recommendation of the Department/Division Head and approval of the Director of Human Resources, to the same position, pay grade and step as when he resigned his position.
 - a. Must submit to a complete pre-employment physical.
 - b. For purposes of seniority, probation, and benefits, all rehired employees shall be considered as newly hired employees.

ARTICLE ~~2~~H
Regular Hours of Work

Section A. Application.

This Article is intended to define the regular hours of work per day and per week so as to provide the basis for calculation and payment of overtime and shall not be construed as a guarantee of hours of work per day or per week or as a guarantee of days of work per week.

Section B. Work Day.

The regular work day for full-time employees covered by this Memorandum shall be eight (8) consecutive hours of work, excluding an unpaid meal period of thirty (30) minutes, within a twenty-four (24) hour period.

Section C. Work Week.

The regular workweek shall consist of five (5) consecutive eight (8) hour days for a total of forty (40) hours of work Monday through Friday inclusive.

D. Work Schedules

Employees shall be assigned a regular work schedule/shift. Employees shall be notified in writing of changes to the regular work schedule at least one (1) week in advance.

ARTICLE ~~3~~H
Overtime

All time over eight (8) hours per day and forty (40) hours per week shall be overtime, and as otherwise herein provided. All overtime shall be paid at a rate of one and one-half (1-1/2) times the current wage rate and two (2) times the current wage rate on Sundays and Holidays as set forth in Article V, and those hours of work performed in excess of sixteen (16) hours in any twenty-four (24) hour period.

Section A. Duty Supervisor.

Each division/department, as necessary, shall have a Supervisor on duty for weeknights and/or weekends, if applicable. It is the responsibility of this Duty Supervisor to ensure that the department's operations and services to the citizens are uninterrupted.

In divisions/departments where staffing does not provide for a rotation, a fair and equitable arrangement will be implemented and agreed upon between the Supervisor and Division/Department head in discussion with the Director of Human Resources. It is understood that requirements and conditions of such duty may change from time to time.

An employee acting as Duty Supervisor shall receive one ~~half (1/2)~~ (1) hour of pay at the appropriate overtime rate for each ~~four (4)~~ eight (8) hour increment or fraction thereof.

An employee acting as Duty Supervisor who is working before his regularly scheduled starting time shall be compensated for a minimum of two (2) hours for each call-out at the applicable overtime rate.

Section B. Call-in for Emergencies

An employee, not acting as Duty Supervisor, who is called to work before his regular scheduled starting time shall be compensated a minimum of three (3) hours at the applicable overtime rate as set forth above.

Section ~~BC~~. Compensatory Time.

In lieu of pay for overtime worked, Supervisors shall have the option to accumulate compensatory time

pursuant to provisions of federal law. Compensatory time shall accumulate at one and one-half (1-1/2) times except as otherwise provided for Sundays and holidays.

Compensatory time-off may only be taken upon the approval, and at the sole discretion of, the Division/Department Director.

Compensatory time accumulations shall not be carried over after December 31 of any year; if not used by that date, the compensatory time shall be paid at the wage rate in effect at the time the employee receives payment. Provided, however, in no case shall payment be made for more than one hundred (100) hours of converted time.

ARTICLE ~~4IV~~
Shift Differential

Supervisors assigned to work a regular second shift will receive an additional ninety cents (.90¢) per hour to their hourly rate and employees assigned to work a regular third shift will receive an additional ~~ninety-five cents~~ one dollar (\$1.00~~95¢~~) per hour to their hourly rate.

ARTICLE ~~5V~~
Holidays

For purposes of this agreement, PTO is defined as floating holidays and vacation time.

Supervisors shall be entitled to designated holidays and floating holidays according to the following schedule:

New Year's Day	Thanksgiving Day
<u>Martin Luther King Day</u>	
Memorial Day	Day After Thanksgiving
Independence Day	4 Hours-Christmas Eve
Labor Day	Christmas Day
Veteran's Day	4 Hours – New Years Eve

Seven (7) Floating Holidays

Floating holiday time shall accrue at the rate of 2.15 hours per pay period. They may be scheduled and taken at any time during the calendar year with advance approval from the Division/Department head. Provided, however, that if an employee terminates for any reason after having taken more floating holidays than have accrued, his final check shall be reduced pro rata. Likewise, floating holidays accrued but unused shall be paid pro-rata upon termination. PTO may be taken in minimum two (2) hour increments; provided however, a minimum of three (3) days of PTO time taken in two (2) hour increments or smaller increments at the discretion of the Division Head shall be allowed each year. Requests will not be unreasonably denied. If any employee terminates for any reason after having taken more floating holidays than have accrued, his final paycheck shall be reduced pro rata. Floating holidays may not be carried over after December 31 of any year. Additional holidays, which may be authorized by City Council action, shall automatically be included in this section.

Holiday pay for both designated and floating holidays shall be computed at the employee's regular straight-time hourly rate of pay for the number of regular hours in the workday, up to a maximum of eight (8) hours. In order to be eligible for holiday pay, employees must work their last regularly scheduled workday immediately ~~proceeding~~ preceding and their first regularly scheduled workday immediately following the holiday, unless they

are excused from compliance. Excuses shall be granted for the failure to work either the day before and/or the day after a holiday because of paid vacation leave, paid sick leave, or other approved paid leaves.

ARTICLE ~~6VI~~
Vacations

The Employer shall grant employee vacation time off by request on a first-come, first-served basis. However, if operational demands require limiting the number of employees on vacation simultaneously, divisional seniority shall prevail, provided the request is submitted prior to March 1st of the current calendar year. The City shall grant paid vacations in accordance with the following schedule to be effective January 1, 2001, based upon the following service requirements:

<u>Completed Years of Service</u> (Straight Time Hours)	<u>Vacation Period Earned</u>
1 year through 5 years	80 hours per year
Beginning 6 years through 10 years	120 hours per year
Beginning 11 years	128 hours per year
Beginning 12 years	136 hours per year
Beginning 13 years	144 hours per year
Beginning 14 years	152 hours per year
Beginning 15 years through 17 years	168 hours per year
Beginning 18 years through 20 years	184 hours per year
Beginning 21 years	200 hours per year

Scheduling of vacation times shall be determined by and subject to the approval of the Division/Department head.

PTO may be taken in no less than two (2) hour increments, unless otherwise approved by the department or division head.

Pay In Lieu of Vacation.

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. Provided, however, employees who elect to exercise this option pursuant to the above must indicate their intent, in writing, at time of annual vacation picks; such actual payout to be requested no later than November 1 of the calendar year and paid no later than the first full payroll period paid in December. Further, vacation buy-back must be in increments of forty (40) hours only.

Vacation periods shall be taken in the year accrued provided, however, that unused vacation time, not exceeding forty (40) hours, may be carried over until February 28th of the following year. Any vacation time carried over must be used by February 28th of the immediately succeeding year (or such time will be paid out). Such carry over will only be approved if the employee gives written notification to the Human Resources Department by December 1st of the current year.

Any vacation balance not used, paid out, or requested and approved to be carried over will be paid out no later than February 15th.

ARTICLE ~~7~~^{VII}

Sick Leave

Section A. Sick Leave Credit Accumulation Rate.

Supervisors shall accumulate sick leave credit at the rate of 3.70 hours per pay period.

Section B. Maximum Accumulation of Sick Leave Credit.

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

Section C. Sick Leave Pay and Eligibility.

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 Supervisor'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.

1. Personal Illness or Disability. Supervisors who have contracted or incurred and are suffering from any illness or disability which renders them unable to perform the duties of their position shall be eligible to receive accumulated paid sick leave.
2. Family Illness or Disability. Supervisors shall be eligible to receive accumulated paid sick leave in the event of an illness or disability involving their spouse, children, stepchildren or parent if the Supervisor's personal care and attendance is required.

Section D. Sick Leave Release.

A Supervisor who is sick or disabled for three (3) or more consecutive work shifts may be required at the City's discretion to secure and submit a physician's release certifying that he is fit to return to work. This release must be submitted to the Department Director before the employee will be permitted to return to work. The Department Director may also require, at his discretion, that an employee take a physical in conjunction with the above sick leave release procedure.

Section E. Fitness ~~For~~for Duty

If, at any time, there is any question concerning an employee's fitness for duty, the Director of Human Resources may require, at its expense that the employee have a physical examination and/or psychological examination by a qualified and licensed medical professional selected by the City.

The Department Director shall have the right at his/her discretion to petition the Director of Human Resources to verify the report of an attending doctor 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.

Section F. Separation from Service.

1. Upon permanent separation from the City of Aurora as a result of retirement, resignation with at least two (2) weeks advance notice, or death, a Supervisor shall receive paid compensation for any accumulation of sick leave hours. Compensation shall be paid at the Supervisor's regular straight-time hourly rate of pay at the time of separation for up to 768 sick leave hours. Hours in excess of 768 and up to the maximum accumulation of 864 shall be paid at one hundred percent (100%) of the Supervisor's regular straight-time hourly rate of pay in effect at the time of separation.

2. An employee who resigns or retires without providing two (2) weeks advance written notice shall be compensated for all accumulated sick leave hours at fifty (50%) percent of his/her regular straight time hourly rate of pay in effect at the time of separation.
3. An employee who is discharged or who resigns in lieu of being discharged shall receive no paid compensation for accumulated sick hours.
4. Any exception will be at the discretion of the Director of Human Resources.

Section G. On-the-Job Injury Pay.

1. A Supervisor who is disabled and off work as a result of an injury arising out of and in the course of his employment shall continue to receive his regular full pay for up to thirty (30) calendar days following the date of injury. He shall not be eligible for, nor be charged with paid sick leave during any period of disability or incapacity in which he is also eligible to receive statutory Workers' Compensation benefits. His paycheck shall be deemed to include and shall constitute full satisfaction of any amount due said Supervisor for weekly temporary disability compensation under the Illinois Workers' Compensation Act. An employee may choose to use sick leave or vacation time prior to applying for disability benefits.

2. An employee injured during working hours shall report the injury immediately to his Division Head/Department Head and in no event later than twenty-four (24) hours following the injury. Depending on the nature and severity of the injury, employees injured on the job may be taken either to the nearest hospital or to medical offices where special arrangements have been made for City employees.

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

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

5. In the event an employee cannot perform the regular duties of his/her position, yet is able to perform modified job duties, as determined by the physician and City through a form provided by the Department, s/he may be required to do so if modified duty is available and approved by the City.

Duties will be substantive in nature and conform to the restrictions as set forth by the physician. Modified duty is considered for recuperative purposes only and temporary in nature and may be terminated/modified at the discretion of management.

While on modified duty, an employee may be reassigned to another work-unit, division, department, or days off.

ARTICLE ~~8~~VIII Leave of Absence

Section A. Paid Leaves of Absence

Death in Family.

In the event of death in the immediate family of an employee (spouse, parents, children, brother, sister, grandparents, grandchildren, and current step-parents or step-children, mother-in-law, father-in-law, brother-in-law, or sister-in-law), the employee shall be granted three (3) work days leave of absence with full pay. An additional day may be granted in case of death depending upon travel distance from the City of Aurora to be

approved by the Director of Human Resources. An employee shall be granted four (4) hours off with pay to serve as a pallbearer for a deceased employee who was an employee covered under this Agreement.

Serious Illness or Surgery

In the event of serious illness or surgery in the immediate family of the employee (as described above) the employee will be granted up to three (3) workdays leave of absence with pay. Such leave approval shall be predicated upon comprehensive documentation on a form provided the employer from the patient's physician, and must be approved by both the Department Director and the Director of Human Resources or designee. Such approval shall not be unreasonable denied.

Military Service

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.

An employee who is a member of a reserve unit of the Armed Forces of the United States or the State of Illinois will be granted a leave of absence for annual training sessions or schools. Both parties acknowledge and agree that the Employer must follow Federal and State law and City ordinance regarding employees ordered to temporary military duty, the extent to which leave is paid shall be governed by such laws.

Elections

If an employee is working during the entire polling period of a federal, state, or municipal election they shall be allowed an adequate leave without loss of pay to go and vote. It shall be a condition of such leave that the employee actually go to the polling place and vote during such leave.

Maternity Leave.

An employee who has given birth will be granted ten (10) workdays of paid maternity leave. Such leave shall be taken immediately upon either the initiation of labor or birth of child. For purpose of this subsection, upon the adoption of a child, the employee will be granted five (5) workdays paid leave.

Paternity Leave.

The employee will be granted five (5) workdays of paid paternity leave. Such leave shall be taken immediately upon either initiation of labor or birth of child. For purpose of this subsection, such leave may be also taken immediately upon the adoption of a child.

Jury Duty.

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. To receive such compensation, said employee must submit to the Finance Department the amount of jury service fees received. Employees who work second (2nd) shift shall not be required to work on the day(s) they have active jury duty or jury service. Employees who work third (3rd) shift shall not be required to work a shift as determined by the Division Head in conjunction with the Director of Human Resources.

Section B. Unpaid Leaves of Absence.

1. Reasonable Purpose

- a) Supervisors may request unpaid leaves of absence by application in writing to the Division/Department head. Approval for same is subject to the discretion of the Division/Department head based on reasonable purpose.
- b) The Federal Family and Medical Leave Act of 1993 sets forth additional guidelines for unpaid leaves of absence including twelve (12) weeks of leave without pay for certain precipitating events.

ARTICLE ~~9IX~~
Temporary Upgrade

It is recognized that from time to time in the absence of an employee in a higher classification, it may be necessary, for purposes of efficiency, continuity and management of the division and/or department to temporarily assign a supervisor to the absent employee's position. In such event, the ASA member shall receive an additional two dollars (\$2.00) per hour immediately for time worked in the higher classification, all time is retroactive to the first day in the higher classification and weekends are included. Provided, further, that the above shall be implemented on a case-by-case basis. A temporary upgrade to a Division/Department head's position requires Mayoral approval in writing through the Director of Human Resources.

ARTICLE ~~10X~~
ASA Business – On Employer's Time

The City and ASA agree the intent of this article is that employees must notify and get permission from their Department Head prior to discussing ASA business on city time, except during rest periods and lunch. Employees will be directed by the ASA to adjust problems through the designated ASA representatives.

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, ASA representatives so designated in writing by the ASA to the Employer shall be allowed to:

1. Attend negotiating meetings with the Employer. ASA members attending negotiations who work second or third shift shall be allowed to adjust their work schedules for their next scheduled shift accordingly by flexing their time based on actual time spent negotiating. At the conclusion of any negotiating session the ASA member should notify their supervisors accordingly.
2. Transmit communications authorized by the ASA to the Employer or its representatives.
3. Consult with the Employer or his representative or ASA Officers concerning the enforcement of any provisions of this Agreement.
4. Grievant(s), and/or ASA grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances; the above parties must notify and get permission from their appropriate supervisors prior to processing a grievance.

ARTICLE ~~11~~XI

Insurance

Section A. Current Employees.

~~Effective upon ratification of this Agreement, Supervisors and their dependents shall be eligible for participation in the City's "Plan C" or HMO complete group hospitalization insurance programs, including coverage for Supervisors and their dependents. The City agrees to maintain such group coverage, which coverage provides benefits that are effective the first day of the month following the commencement of full-time employment. Such insurance shall be reviewed each year with a view toward improving the coverage, but in no event shall the benefits in Plan C or HMO be lowered or reduced. The health insurance plan provides for a two million (\$2,000,000) calendar year maximum.~~

~~Effective upon ratification of this Agreement, employees covered by these plans will contribute amounts as specified below for the applicable insurance option, which shall be deducted from their employee paychecks: The Employer presently has in force a complete group life and hospitalization insurance program covering all Supervisors and their dependents, which coverage provides benefits that are effective the first day of the month after commencement of full-time or permanent part-time employment. With respect thereto, the City agrees to pay premiums thereon, except as provided below.~~

~~The health insurance plan in effect when this Agreement is ratified shall be continued for bargaining unit employees during the term of this Agreement; provided, however, the 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, co-payment levels, opting for self-insurance, etc.), as it deems appropriate, so long as such changes are equally applicable to regular, non-exempt and exempt full-time unrepresented City employees. Nothing in this Agreement shall prevent the Employer from offering employees an alternative medical insurance plan with varying levels of benefits, deductibles and co-pays so long as the Employer continues to offer a group medical program substantially similar to that provided to regular, non-exempt and exempt full-time unrepresented City employees.~~

~~Effective upon execution of this Agreement, employees will be required to pay the amount chosen by them toward the premium for health insurance coverage, which rate and percentage may be amended from time to time. Such premium amounts will be payable each pay period.~~

~~The plan in effect as of 4-1-17 shall serve as the new base line. The City maintains its discretionary authority subject to the above specified limits.~~

HMO (Single, +Child, +Spouse, Family) = 10% of prevailing premium
~~PPO-OAP~~ (Single, +Child and +Spouse) = 12.75% of prevailing premium
~~PPO-OAP~~ (Family) = 10% of prevailing premium

~~Effective January 1, 2018, employees will be required to pay the amount chosen by them towards the premium for health insurance coverage, which rate and percentage may be amended from time to time. Such premium amounts will be payable each pay period.~~

HMO

Employee 10% of Prevailing Premium
Employee + Child 10% of Prevailing Premium
Employee + Spouse 10% of Prevailing Premium
Employee + Family 10% of Prevailing Premium

OAP, HDHP

<u>Employee</u>	<u>12.75% of Prevailing Premium</u>
<u>Employee + Child</u>	<u>12.75% of Prevailing Premium</u>
<u>Employee + Spouse</u>	<u>12.75% of Prevailing Premium</u>
<u>Employee + Family</u>	<u>10% of Prevailing Premium</u>

Effective January 1, 2019, employees will be required to pay the amount chosen by them toward the premium for health insurance coverage, which rate and percentage may be amended from time to time. Such premium amounts will be payable each pay period.

HMO

<u>Employee</u>	<u>15.25% of Prevailing Premium</u>
<u>Employee + Child</u>	<u>15.25% of Prevailing Premium</u>
<u>Employee + Spouse</u>	<u>15.25% of Prevailing Premium</u>
<u>Employee + Family</u>	<u>15.25% of Prevailing Premium</u>

OAP, HDHP

<u>Employee</u>	<u>15.25% of Prevailing Premium</u>
<u>Employee + Child</u>	<u>15.25% of Prevailing Premium</u>
<u>Employee + Spouse</u>	<u>15.25% of Prevailing Premium</u>

Effective July 1, 2019, employees will be required to pay the amount chosen by them toward the premium for health insurance coverage, which rate and percentage may be amended from time to time. Such premium amounts will be payable each pay period.

HMO

<u>Employee</u>	<u>17.50% of Prevailing Premium</u>
<u>Employee + Child</u>	<u>17.50% of Prevailing Premium</u>
<u>Employee + Spouse</u>	<u>17.50% of Prevailing Premium</u>
<u>Employee + Family</u>	<u>17.50% of Prevailing Premium</u>

OAP, HDHP

<u>Employee</u>	<u>17.50% of Prevailing Premium</u>
<u>Employee + Child</u>	<u>17.50% of Prevailing Premium</u>
<u>Employee + Spouse</u>	<u>17.50% of Prevailing Premium</u>

Effective January 1, 2020, employees will be required to pay the amount chosen by them toward the premium for health insurance coverage, which rate and percentage may be amended from time to time. Such premium amounts will be payable each pay period.

HMO

<u>Employee</u>	<u>20% of Prevailing Premium</u>
<u>Employee + Child</u>	<u>20% of Prevailing Premium</u>
<u>Employee + Spouse</u>	<u>20% of Prevailing Premium</u>
<u>Employee + Family</u>	<u>20% of Prevailing Premium</u>

OAP, HDHP

<u>Employee</u>	<u>20% of Prevailing Premium</u>
<u>Employee + Child</u>	<u>20% of Prevailing Premium</u>
<u>Employee + Spouse</u>	<u>20% of Prevailing Premium</u>
<u>Employee + Family</u>	<u>20% of Prevailing Premium</u>

Section 125 Flex Plan

The Employer has established and will maintain in effect a plan that affords employees the option to exclude such payments for health benefits from their gross income pursuant to Title 26 USC § 125.

~~For those employees who have elected to participate in a Health Maintenance Organization (HMO) in lieu of the aforesaid coverage, the Employer shall pay the difference if applicable between the premium cost of the City insurance and the premium cost for HMO coverage. Notifications of any cost differential and the amount shall be made available to the Union at least two (2) weeks prior to the enrollment period. Such specified differential shall remain constant for the enrollment period.~~

~~During open enrollment or as a result of a life change, the City will permit any or all employees who are enrolled in one of the City's health plans to opt out, of the City Plan C PPO or HMO insurance plan, provided such employee provides proof of other health insurance at the time of opt out. During each full calendar month an employee is not covered by City Plan C PPO/HMO insurance, the City will pay such an employee the amount of two hundred dollars (\$200) per month. Any employee who opts out may apply to re-enroll at the next annual open enrollment period, or as a result of a life change, pursuant to the City health insurance plan.~~

~~The City shall maintain in effect a plan to exclude such payments for health benefits from the employee's gross income pursuant to Title 26 USC §125.~~

Opt Out

The City will permit any or all employees to opt out, during open enrollment or due to a life change, of the City Plan or HMO insurance plan, provided such employees provides proof of other health insurance at the time of opt out. During each full calendar month an employee is not covered by a City/HMO insurance plan, the City will pay such an employee the amount of \$200 per month. Any employee who opts out may apply to re-enroll at the next annual open enrollment period, pursuant to the City's health insurance plan.

~~Nothing in this Agreement shall prevent the City from offering employees an optional alternative medical insurance plan with cafeteria style benefits, deductibles and co-pays so long as the City continues to offer its comprehensive medical Plan C PPO and HMO with their current benefits; and so long as no optional medical plan would result in employee premium costs higher than those paid for the Plan C PPO and HMO. The costs of employee contributions for the alternative medical insurance plan(s) shall be negotiated with the Union.~~

Section B. 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 insure the insurance it provides pursuant to this Agreement complies with 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).

In the event of an expiration of the Collective Bargaining Agreement, this language shall remain in effect until the execution of a successor agreement.

Section BC. Dental Insurance.

The City provides to employees covered herein the same dental coverage as offered to other City employees. For such insurance, employees shall pay the same contribution towards premium costs, if any, as is paid by other City employees.

Section ~~CD~~. Employee Life Insurance.

The City presently has in force a group life insurance program covering all Supervisors. The City also currently provides supplemental life insurance which the employee may purchase for themselves and their dependents. The full cost of supplemental life insurance shall be paid by the employee.

Section ~~DE~~. Retiree Health Insurance.

~~Any employee retiring from the City shall be eligible for health and dental insurance under the City's group insurance program. Any employee with at least eight (8) years active service with the City shall, upon retirement, be entitled to health insurance under the City's group insurance program providing accidental death and dismemberment benefits together with hospital, surgical and medical benefits provided the retiree pay the premium for such coverage in a timely fashion as hereinafter set forth. It is further provided that such retiring employee will be allowed to elect, at time of retirement and on a one-time only basis, the City Group Insurance Plan.~~

For purposes of this Section "Retiring" shall mean that time in which the employee ceases employment with the City of Aurora by giving timely written notice of his/her chosen date of retirement and the employee is eligible to draw retirement/pension benefits. The retiring employee will be allowed to elect, at the time of retirement and on a one-time basis only, single and/or dependent coverage.

Retiree Rates for Retirees Hired Prior to January 1, 2011 are as follows:

The group health insurance coverage shall be made available at twenty-three percent (23%) for retiree; thirty percent (30%) for retiree +1; and thirty-two percent (32%) for retiree +family of the prevailing premium, as adjusted from time to time.

~~Retiree rates for retirees hire on or after January 1, 2018 are as follows:~~

~~Those retiring with twenty (20) or more years of service credit will pay no more than seventy-five (75%) of the prevailing premium in retirement, as adjusted from time to time.~~

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

Retiree rates for retirees hired on or after January 1, 2011 are as follows:

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

Retiree rates for retirees hire on or after January 1, 2018 are as follows:

Those retiring with twenty (20) or more years of service credit will pay no more than seventy-five (75%) of the prevailing premium in retirement, as adjusted from time to time.

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

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

The dental insurance coverage shall be made available at the same contribution toward premium costs for such coverage as is paid by other City employees.

In the event the retiree fails to pay specified premiums to the City within thirty (30) days of the premium due date his/her health/dental insurance coverage shall automatically be terminated by the City.

The annual contribution increases will be capped at no more than the following:

4/1/ 1712	12.5 20%
4/1/ 1813	20 2.5%
4/1/ 1914	20%
4/1/ 2015	20%

of the prevailing premium per year. The percentage deducted from severance pay will be credited towards the cost of retiree health insurance premiums.

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

Section E. Retiree Supplemental Insurance.

Supplemental insurance coverage for covered retirees and covered spouses reaching age sixty-five (65) shall be as provided for in the City of Aurora Health Insurance Plan Document. The group health insurance coverage shall be made available at twenty-three percent (23%) for retiree; thirty percent (30%) for retiree +1; and thirty-two percent (32%) for retiree +family of the prevailing premium.

Upon attaining the age of 65, the premium paid by the retiree will be frozen at whatever applicable premium level being paid at that time.

A retired employee, who by virtue of new employment becomes eligible for group health benefits as a result of such employment, may choose to continue coverage with the City of Aurora provided, however, that such retiree must utilize his/her new employer's health insurance plan as their as their primary insurance and the City's insurance as secondary and supplemental only.

Section F. **Dependent Coverage**

The Employer agrees to make such group hospitalization-medical coverage available to the widow and eligible dependent children of a deceased employee. Such coverage shall be at the widow's expense and will terminate upon the date of the surviving spouse's remarriage or death. Such coverage shall be in compliance with Public Act ~~83-1474~~ as amended and approved September 24, 1983.

ARTICLE ~~12~~XII
Physical Examination

Once during the term of this Agreement, each employee shall undergo a general physical examination with the employee's personal physician. All costs for said examination shall be borne by the Employer.

The results of the physical examination shall remain confidential and shall be considered privileged information between the employee and his/her physician. The Employer shall not be entitled to see, nor have access to, the results or obtain copies thereof. Upon completion of the physical examination, the employee will deliver to the City Human Resources Department a simple written statement from his/her physician that he/she has been examined.

The medical information which is contained in an employee's personal medical records as a result of the physical examination will not be used against the employee in any action seeking his/her disability, suspension, termination or discharge from City employment. In addition, the Employer agrees not to seek the results of same by subpoena.

If appointments are scheduled during the employee's regular work hours, the employee shall receive his regular compensation.

ARTICLE ~~13XIII~~
NO STRIKE – NO LOCKOUT

The ASA agrees that neither it nor any of its members, officers, or agents will call, institute, authorize, instigate, promote, sponsor, participate in, sanction or ratify any strikes, work stoppage, slow-down or withholding of services by ASA or any other City union during the term of this Agreement. Any or all employees who violate any provisions of this Article may be discharged or otherwise disciplined by the Employer. The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the ASA.

ARTICLE ~~14XIV~~
Health and Safety

The Employer and the Union desire to maintain safe and efficient working conditions. The Employer further agrees that employees may make suggestions to their appropriate supervisors and/or department head in regard to safety.

The City and the Aurora Supervisors Association agree that protecting the safety and health of employees in their work environment requires the concern of both the City and Supervisors.

In order to promote this concern among all employees, an overall joint Safety Committee may be established and convened as needed. If such a committee is needed, the parties will meet to discuss appropriate participants, process and agenda.

The City agrees that all City owned vehicles shall be maintained so as to meet all applicable safety codes. It shall be the responsibility of the employee assigned to such vehicle to notify the supervisor of any safety violations.

ARTICLE ~~15XV~~
Miscellaneous Benefits

Supervisors shall be granted the following miscellaneous benefits:

A. Clothing.

Clothing will be provided as determined by the Division/ Department head; provided, however, such provision shall not exceed five (5) sets (ten (10) shirts and five (5) pair of pants) each per calendar year. The employer agrees to issue employees a \$~~400-450~~ boot allowance for the life of the contract for boots purchased for the employee's job. The employee must provide a receipt, during the calendar year of purchase, to the administration staff within their Department/Division receipt to the Human Resources office to get receive reimbursement. The employer further agrees to replace, at the replacement value, work boots that are damaged in the course of work. The term damaged will mean that the boots are unusable.

The employer agrees to reimburse employees up to ~~\$125.00~~150 per contract for either one Carhartt insulated coverall or one or more of the following: bib overalls and/or winter coat and/or hooded sweat jacket; however, the employer will only be responsible up to the cost of \$125.00. The City will pay to have the City logo embroidered on the jacket by a vendor that is approved by the City. The employee must provide a receipt, during the calendar year of purchase to the administration staff within their Department/Division ~~to the Human Resources Department in order to get to receive~~ reimbursement. The employer further agrees to replace, at the full replacement value, jackets that are damaged in the course of work upon submission of the proper form to their division head. The term damaged will mean that the jacket is unusable.

B. Health Club Membership.

The City of Aurora shall pay up to a maximum of \$400 toward a membership in a health/exercise club. The City shall make payment to the employee upon presentation of a receipt of payment, during the calendar year of purchase to the administration staff within their Department/Division. ~~to the Human Resources Department.~~ The ~~Human Resources~~-Department/Division shall administer this program.

C. Substance Abuse Testing.

Once during the term of this Agreement, each Supervisor may be required to submit to a substance abuse test, the time of which shall be at the sole discretion of the Division/ Department head.

D. Commercial Driver's License (CDL).

The City will pay the initial cost of the Commercial Driver's License and renewals upon receipt for payment and a copy of the license. The Division Head will make the determination if the CDL is needed. As per federal law, all Association members required to hold a CDL will be subject to the random drug and alcohol testing as described in the City's policy.

E. Interpreter's Bonus

Within divisions where the Employer has determined a need for specific bilingual skills, the Employer will provide employees qualified as specified herein, with a ~~\$50.00~~60.00 per pay period stipend (not used in computing overtime benefits or health insurance costs), for needed bilingual skills 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. The department head must request in writing to the Human Resources the need for the employee to translate. A skill exam will be given by an independent third party, and will include oral interpretation skills as opposed to formal written skills. Such test will be given to new interpreters after the effective date of this contract.

F. Tuition Reimbursement

Employees may request tuition reimbursement of expenses as herein provided by submitting a written proposal to their Division Head at least four (4) weeks prior to enrollment. The proposal shall indicate the name of the school, the description of the course(s), the relation of the course(s) to the employee's duties, the amount of tuition and required fees.

Approval of such proposal must be expressed in writing by the Division Head, Department Director, and the Director of Human Resources prior to enrollment. The following factors shall be considered in granting or denying the request:

- a. That adequate funding is available to make the reimbursement as herein provided.

- b. That the course is directly related to improving the employee's current job skills or to acquire a G.E.D., and would enhance the employee's level of performance.
- c. That reimbursement would not include books.
- d. That the employee has performed satisfactorily in the division at least twelve (12) continuous months prior to making the request.
- e. That the employee has successfully completed and passed the approved course with a grade of C or better (or Pass if pass/fail is the only grading option).
- f. That classes be taken on non-working hours.

ARTICLE ~~16~~^{XVI}
Specific Obligations of Supervisors

Supervisors are required to efficiently and loyally perform all the duties assigned to them by the City through its officials and Division/Department Heads and their designees. Moreover, Supervisors are required to know, understand, follow, and enforce all City and Department rules, regulations and policies. Supervisors specifically recognize their role and responsibility as managers and supervisors. This includes their obligation to act to enforce, protect and preserve the provisions of the Management Rights clause of the Labor Agreement between the City and AFSCME1514; to receive, transmit and carry out the rules and regulations of the departments, to see that the same be executed by all to the personnel who are subject to their supervision and control of these Supervisors; and to promptly report misconduct and violations of said rules and regulations.

It is a condition of employment in management rank, and each Supervisor agrees, that such Supervisor shall not act as an officer of any union or labor organization of non-management level employees, nor participate in, aid, abet, or cooperate with any strike, work stoppage, slowdown or other concerted action designed to or having the effect of depriving the City of Aurora of the services. Compliance with the foregoing agreements shall be a continuing condition of continued employment for each Supervisor in such management position.

ARTICLE ~~17~~^{XVII}
General Provisions

A. Seniority.

Applicable employees covered under this Agreement shall, upon ratification of this agreement, have their seniority date as former members of a bargaining unit frozen. Future supervisors' seniority shall be frozen at time of appointment, if applicable.

B. Civil Service.

Supervisors, who are covered under this Agreement at time of ratification of same, shall retain their Civil Service status, under the "grandfather" clause, if applicable.

Any future Supervisor shall be exempt from Civil Service for a ninety (90) day trial period from date of appointment.

C. Supervisor Levels.

During the term of this Agreement, and upon ratification thereof, there is no intent to reduce the current level of supervisors covered hereunder, except through attrition. Nothing herein shall limit the City's right to lay off employees in accordance with Article I.

ARTICLE ~~XVIII~~¹⁸
Disciplinary Action and Termination

The Employer shall not discharge or discipline any employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee involved will be suspended. The employee and the Aurora Supervisor's Association will be notified with a written copy of the formal ~~charges, that~~ charges that the employee has been suspended and is subject to discharge. The Aurora Supervisor's Association may request a meeting with the Division Head to discuss a discharge prior to the institution of formal charges.

Unauthorized absence shall be defined as an absence without notification to the Division Head or designee through any approved method and shall be cause for disciplinary action unless compelling evidence of extenuating circumstances is provided.

Disciplinary action shall be imposed for just cause and as soon as possible. The Employer agrees with the tenets of progressive and corrective discipline. Employees and the Aurora Supervisor's Association shall be given the reasons for the discipline in writing, other than for oral reprimand. An employee shall be entitled to the presence of an Aurora Supervisor's Association representative at an investigating interview if he requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him.

If the Employer has reason to discipline an employee, where possible it shall be done in a manner that will not embarrass the employee before other employees or the public.

Prior to the imposition of suspension or discharge, the Division Head/Designee shall convene a pre-disciplinary meeting. The Division Head/Designee shall meet with the employee to discuss the circumstances giving rise to the contemplated discipline and will afford the employee a reasonable opportunity to rebut any charges currently against him.

Upon written request of the employee, oral and written reprimands will be removed from an employee's personnel file, after two (2) years, if there has been no further discipline in the interim. Such documents will be

maintained in a separate file for the sole purpose of retention of evidence in the event the City needs such records to defend itself against allegations of discrimination and/or deprivation of civil rights or to otherwise respond to a subpoena from a state or federal agency or court of law. Such disciplines, shall not apply to future progressive disciplinary measures.

Any employee found to be unjustly suspended and/or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment. The parties by agreement or arbitrator may exercise discretion as to full, partial, or no back pay. Provided, however, that in no case shall the discharge of a new probationary employee be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE XIX Grievance Procedure

Section 1 – Time Limit for Filing:

No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered “waived”. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled in favor of the City or if applicable, on the basis of the City’s last answer. If the City does not answer a grievance or an appeal thereof within the specified time limit, the ASA may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and ASA representatives involved in each Step.

Section 2 – Definition and Procedure:

A grievance is a dispute or difference of opinion raised by the ASA against the City, involving the meaning, interpretation or application of the express provisions of this Agreement or issuance of a demotion, suspension or termination. Oral and written reprimands are not subject to the grievance procedure. A grievance shall be processed in the following manner:

STEP 1: With the exception of termination grievances, the ASA shall submit the grievance in writing to the Department/Division Head or his designee. The Department/Division Head or his designee shall give his written answer to the ASA President within ten (10) business days after such presentation.

STEP 2: If the grievance is not settled in Step 1 and the ASA desires to appeal, it shall be referred by the ASA president or his designee in writing to the Human Resources Director within ten (10) business days after receipt of the answer in Step 1. A meeting between the Human Resources Director, the Department/Division Head or his designee and the President of the ASA along with the affected employee shall be held within ten (10) business days unless otherwise mutually agreed. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director and the ASA president. If no settlement is reached, the Human Resources Director shall give the City’s written answer to the ASA president within ten (10) business days following the meeting. The Human Resources Director’s answer shall be final and binding.

Termination Grievances:

The ASA shall have five (5) business days from written service of any termination action upon any member to appeal for reconsideration at Step 2 of the grievance procedure. If the ASA does not so notify the Human Resources Director in writing of the appeal, the termination shall be final.

Section 3 – Employee Rights:

Nothing in this Agreement prevents an employee from discussing issues with the Department and/or the City without the intervention of the ASA; provided that any settlement made shall not be inconsistent with the terms of this Agreement. Nothing herein shall be construed to limit the ASA's right to exercise its discretion to refuse to process employee grievances which it believes not to be meritorious.

ARTICLE ~~20XXI~~

Duration

The provisions of this Agreement, unless specifically stated, shall be effective April 1, ~~2012~~2017. The Agreement shall remain in full force and effect until ~~March~~March ~~December~~ December 31, ~~2016~~2020 and continue in effect thereafter until the City, by Resolution of the City Council, renegotiates the same.

This memorandum sets forth an understanding and agreement between the City of Aurora (herein "CITY"), and supervisory personnel of the Aurora Supervisor's Association (here "SUPERVISORS"), as to the terms of employment of these Supervisors, their salaries, benefits, working conditions, and general obligations.

IN WITNESS WHEREOF, the City of Aurora has caused this Memorandum to be signed by the Mayor and City Clerk, and the Aurora Supervisor's Association has delegated an authorized two representatives to sign on behalf of all this ~~28th~~ day of ~~January~~September, 201~~8~~3.

FOR THE CITY OF AURORA

FOR THE SUPERVISORS

END

APPENDIX A
SALARY SCHEDULE

CITY COUNCIL RESOLUTION NO. R14-013 DATED: January, 2014

This Salary Schedule labeled APPENDIX A is attached to and made a part of that certain Memorandum of Agreement by and between the City of Aurora and the Aurora Supervisor's Association.

1H. WAGES

The following Schedule of hourly base pay rates shall take effect retroactive to the first payroll paid on or after April 1, 201~~2~~⁷, which represents an approximate 2.250% increase over the previous base rate.

JOB CODE	POSITION TITLE	SALARY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
		785	<u>25.48</u> <u>22.96</u>	<u>26.05</u> <u>23.48</u>	<u>26.63</u> <u>24.00</u>	<u>27.23</u> <u>24.54</u>	<u>27.82</u> <u>25.08</u>	<u>28.44</u> <u>25.64</u>	<u>29.08</u> <u>26.21</u>	<u>29.75</u> <u>26.81</u>	<u>30.42</u> <u>27.42</u>	<u>31.09</u> <u>28.03</u>	<u>31.77</u> <u>28.64</u>	<u>32.50</u> <u>29.28</u>	<u>33.03</u> <u>29.76</u>
		786	<u>26.10</u> <u>23.53</u>	<u>26.69</u> <u>24.06</u>	<u>27.29</u> <u>24.60</u>	<u>27.89</u> <u>25.15</u>	<u>28.50</u> <u>25.70</u>	<u>29.18</u> <u>26.29</u>	<u>29.82</u> <u>26.87</u>	<u>30.48</u> <u>27.47</u>	<u>31.17</u> <u>28.10</u>	<u>31.88</u> <u>28.73</u>	<u>32.58</u> <u>29.36</u>	<u>33.30</u> <u>30.02</u>	<u>33.87</u> <u>30.52</u>
785	Foreman	788	<u>26.85</u> <u>24.21</u>	<u>27.48</u> <u>24.76</u>	<u>28.16</u> <u>25.37</u>	<u>28.78</u> <u>25.94</u>	<u>29.42</u> <u>26.52</u>	<u>30.08</u> <u>27.12</u>	<u>30.82</u> <u>27.77</u>	<u>31.51</u> <u>28.40</u>	<u>32.24</u> <u>29.07</u>	<u>32.98</u> <u>29.72</u>	<u>33.73</u> <u>30.40</u>	<u>34.48</u> <u>31.08</u>	<u>35.09</u> <u>31.62</u>
787	Parts Room Manager	789	<u>27.56</u> <u>24.83</u>	<u>28.18</u> <u>25.39</u>	<u>28.83</u> <u>25.99</u>	<u>29.47</u> <u>26.57</u>	<u>30.14</u> <u>27.17</u>	<u>30.83</u> <u>27.78</u>	<u>31.59</u> <u>28.47</u>	<u>32.30</u> <u>29.11</u>	<u>33.05</u> <u>29.78</u>	<u>33.79</u> <u>30.46</u>	<u>34.57</u> <u>31.16</u>	<u>35.35</u> <u>31.86</u>	<u>35.95</u> <u>32.41</u>
		794	<u>33.46</u> <u>30.15</u>	<u>34.21</u> <u>30.83</u>	<u>34.93</u> <u>31.48</u>	<u>35.71</u> <u>32.18</u>	<u>36.54</u> <u>32.93</u>	<u>37.35</u> <u>33.67</u>	<u>38.15</u> <u>34.38</u>	<u>39.01</u> <u>35.16</u>	<u>39.85</u> <u>35.91</u>	<u>40.74</u> <u>36.72</u>	<u>41.70</u> <u>37.58</u>	<u>42.63</u> <u>38.42</u>	<u>43.35</u> <u>39.08</u>
792	Labor Supervisor	795	<u>34.28</u> <u>30.90</u>	<u>35.04</u> <u>31.59</u>	<u>35.80</u> <u>32.26</u>	<u>36.61</u> <u>32.99</u>	<u>37.45</u> <u>33.75</u>	<u>38.28</u> <u>34.51</u>	<u>39.11</u> <u>35.25</u>	<u>40.00</u> <u>36.05</u>	<u>40.85</u> <u>36.81</u>	<u>41.76</u> <u>37.64</u>	<u>42.74</u> <u>38.52</u>	<u>43.69</u> <u>39.38</u>	<u>44.44</u> <u>40.05</u>
795	Water Production Operations Supervisor	796	<u>39.28</u> <u>35.40</u>	<u>40.15</u> <u>36.20</u>	<u>40.96</u> <u>36.92</u>	<u>41.89</u> <u>37.75</u>	<u>42.77</u> <u>38.55</u>	<u>43.72</u> <u>39.41</u>	<u>44.69</u> <u>40.28</u>	<u>45.70</u> <u>41.19</u>	<u>46.60</u> <u>42.00</u>	<u>47.66</u> <u>42.95</u>	<u>48.68</u> <u>43.87</u>	<u>49.78</u> <u>44.86</u>	<u>50.58</u> <u>45.59</u>
796		797	<u>40.27</u> <u>36.28</u>	<u>41.17</u> <u>37.10</u>	<u>42.00</u> <u>37.86</u>	<u>42.96</u> <u>38.72</u>	<u>43.83</u> <u>39.51</u>	<u>44.82</u> <u>40.40</u>	<u>45.81</u> <u>41.28</u>	<u>46.83</u> <u>42.21</u>	<u>47.76</u> <u>43.04</u>	<u>48.83</u> <u>44.01</u>	<u>49.89</u> <u>44.96</u>	<u>51.01</u> <u>45.97</u>	<u>51.87</u> <u>46.75</u>

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CITY COUNCIL RESOLUTION NO. R14-013 DATED: January, 2014

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1. WAGES

The following Schedule of hourly base pay rates shall take effect the first payroll paid on or after ~~April~~ January 1, 2013~~8~~, which represents an approximate 2.05% increase over the previous base rate.

JOB CODE	POSITION TITLE	SALARY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
		785	<u>26.12</u> 23.42	<u>26.70</u> 23.95	<u>27.30</u> 24.48	<u>27.91</u> 25.03	<u>28.52</u> 25.58	<u>29.15</u> 26.15	<u>29.81</u> 26.73	<u>30.49</u> 27.35	<u>31.18</u> 27.97	<u>31.87</u> 28.59	<u>32.56</u> 29.21	<u>33.31</u> 29.87	<u>33.86</u> 30.36
		786	<u>26.75</u> 24.00	<u>27.36</u> 24.54	<u>27.97</u> 25.09	<u>28.59</u> 25.65	<u>29.21</u> 26.21	<u>29.91</u> 26.82	<u>30.57</u> 27.41	<u>31.24</u> 28.02	<u>31.95</u> 28.66	<u>32.68</u> 29.30	<u>33.39</u> 29.95	<u>34.13</u> 30.62	<u>34.72</u> 31.13
785	Foreman	788	<u>27.52</u> 24.69	<u>28.17</u> 25.26	<u>28.86</u> 25.88	<u>29.50</u> 26.46	<u>30.16</u> 27.05	<u>30.83</u> 27.66	<u>31.59</u> 28.33	<u>32.30</u> 28.97	<u>33.05</u> 29.65	<u>33.80</u> 30.31	<u>34.57</u> 31.01	<u>35.34</u> 31.70	<u>35.97</u> 32.25
787	Parts Room Manager	789	<u>28.25</u> 25.33	<u>28.88</u> 25.90	<u>29.55</u> 26.51	<u>30.21</u> 27.10	<u>30.89</u> 27.71	<u>31.60</u> 28.34	<u>32.38</u> 29.04	<u>33.11</u> 29.69	<u>33.88</u> 30.38	<u>34.63</u> 31.07	<u>35.43</u> 31.78	<u>36.23</u> 32.50	<u>36.85</u> 33.06
		794	<u>34.30</u> 30.75	<u>35.07</u> 31.45	<u>35.80</u> 32.11	<u>36.60</u> 32.82	<u>37.45</u> 33.59	<u>38.28</u> 34.34	<u>39.10</u> 35.07	<u>39.99</u> 35.86	<u>40.85</u> 36.63	<u>41.76</u> 37.45	<u>42.74</u> 38.33	<u>43.70</u> 39.19	<u>44.43</u> 39.86
792	Labor Supervisor	795	<u>35.14</u> 31.52	<u>35.92</u> 32.22	<u>36.70</u> 32.91	<u>37.53</u> 33.65	<u>38.39</u> 34.43	<u>39.24</u> 35.20	<u>40.09</u> 35.96	<u>41.00</u> 36.77	<u>41.87</u> 37.55	<u>42.80</u> 38.39	<u>43.81</u> 39.29	<u>44.78</u> 40.17	<u>45.55</u> 40.85
795	Water Production Operations Supervisor	796	<u>40.26</u> 36.11	<u>41.15</u> 36.92	<u>41.98</u> 37.66	<u>42.94</u> 38.51	<u>43.84</u> 39.32	<u>44.81</u> 40.20	<u>45.81</u> 41.09	<u>46.84</u> 42.01	<u>47.77</u> 42.84	<u>48.85</u> 43.81	<u>49.90</u> 44.75	<u>51.02</u> 45.76	<u>51.84</u> 46.50
796		797	<u>41.28</u> 37.01	<u>42.20</u> 37.84	<u>43.05</u> 38.62	<u>44.03</u> 39.49	<u>44.93</u> 40.30	<u>45.94</u> 41.21	<u>46.96</u> 42.11	<u>48.00</u> 43.05	<u>48.95</u> 43.90	<u>50.05</u> 44.89	<u>51.14</u> 45.86	<u>52.29</u> 46.89	<u>53.17</u> 47.69

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I. WAGES

The following Schedule of hourly base pay rates shall take effect the first payroll paid on or after ~~April~~ January 1, 2014⁹, which represents an approximate 2.05% increase over the previous base rate.

JOB CODE	POSITION TITLE	SALARY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
		785	<u>26.77</u> <u>23.89</u>	<u>27.37</u> <u>24.43</u>	<u>27.98</u> <u>24.97</u>	<u>28.61</u> <u>25.53</u>	<u>29.23</u> <u>26.09</u>	<u>29.88</u> <u>26.67</u>	<u>30.56</u> <u>27.26</u>	<u>31.25</u> <u>27.90</u>	<u>31.96</u> <u>28.53</u>	<u>32.67</u> <u>29.16</u>	<u>33.37</u> <u>29.79</u>	<u>34.14</u> <u>30.47</u>	<u>34.71</u> <u>30.97</u>
		786	<u>27.42</u> <u>24.48</u>	<u>28.04</u> <u>25.03</u>	<u>28.67</u> <u>25.59</u>	<u>29.30</u> <u>26.16</u>	<u>29.94</u> <u>26.73</u>	<u>30.66</u> <u>27.36</u>	<u>31.33</u> <u>27.96</u>	<u>32.02</u> <u>28.58</u>	<u>32.75</u> <u>29.23</u>	<u>33.50</u> <u>29.89</u>	<u>34.22</u> <u>30.55</u>	<u>34.98</u> <u>31.23</u>	<u>35.59</u> <u>31.75</u>
785	Foreman	788	<u>28.21</u> <u>25.18</u>	<u>28.87</u> <u>25.77</u>	<u>29.58</u> <u>26.40</u>	<u>30.24</u> <u>26.99</u>	<u>30.91</u> <u>27.59</u>	<u>31.60</u> <u>28.21</u>	<u>32.38</u> <u>28.90</u>	<u>33.11</u> <u>29.55</u>	<u>33.88</u> <u>30.24</u>	<u>34.65</u> <u>30.92</u>	<u>35.43</u> <u>31.63</u>	<u>36.22</u> <u>32.33</u>	<u>36.87</u> <u>32.90</u>
787	Parts Room Manager	789	<u>28.96</u> <u>25.84</u>	<u>29.60</u> <u>26.42</u>	<u>30.29</u> <u>27.04</u>	<u>30.97</u> <u>27.64</u>	<u>31.66</u> <u>28.26</u>	<u>32.39</u> <u>28.91</u>	<u>33.19</u> <u>29.62</u>	<u>33.94</u> <u>30.28</u>	<u>34.73</u> <u>30.99</u>	<u>35.50</u> <u>31.69</u>	<u>36.32</u> <u>32.42</u>	<u>37.14</u> <u>33.15</u>	<u>37.77</u> <u>33.72</u>
		794	<u>35.16</u> <u>31.37</u>	<u>35.95</u> <u>32.08</u>	<u>36.70</u> <u>32.75</u>	<u>37.52</u> <u>33.48</u>	<u>38.39</u> <u>34.26</u>	<u>39.24</u> <u>35.03</u>	<u>40.08</u> <u>35.77</u>	<u>40.99</u> <u>36.58</u>	<u>41.87</u> <u>37.36</u>	<u>42.80</u> <u>38.20</u>	<u>43.81</u> <u>39.10</u>	<u>44.79</u> <u>39.97</u>	<u>45.54</u> <u>40.66</u>
792	Labor Supervisor	795	<u>36.02</u> <u>32.15</u>	<u>36.82</u> <u>32.86</u>	<u>37.62</u> <u>33.57</u>	<u>38.47</u> <u>34.32</u>	<u>39.35</u> <u>35.12</u>	<u>40.22</u> <u>35.90</u>	<u>41.09</u> <u>36.68</u>	<u>42.03</u> <u>37.51</u>	<u>42.92</u> <u>38.30</u>	<u>43.87</u> <u>39.16</u>	<u>44.91</u> <u>40.08</u>	<u>45.90</u> <u>40.97</u>	<u>46.69</u> <u>41.67</u>
795	Water Production Operations Supervisor	796	<u>41.27</u> <u>36.83</u>	<u>42.18</u> <u>37.66</u>	<u>43.03</u> <u>38.41</u>	<u>44.01</u> <u>39.28</u>	<u>44.94</u> <u>40.11</u>	<u>45.93</u> <u>41.00</u>	<u>46.96</u> <u>41.91</u>	<u>48.01</u> <u>42.85</u>	<u>48.96</u> <u>43.70</u>	<u>50.07</u> <u>44.69</u>	<u>51.15</u> <u>45.65</u>	<u>52.30</u> <u>46.68</u>	<u>53.14</u> <u>47.43</u>
796		797	<u>42.31</u> <u>37.75</u>	<u>43.26</u> <u>38.60</u>	<u>44.13</u> <u>39.39</u>	<u>45.13</u> <u>40.28</u>	<u>46.05</u> <u>41.11</u>	<u>47.09</u> <u>42.03</u>	<u>48.13</u> <u>42.95</u>	<u>49.20</u> <u>43.91</u>	<u>50.17</u> <u>44.78</u>	<u>51.30</u> <u>45.79</u>	<u>52.42</u> <u>46.78</u>	<u>53.60</u> <u>47.83</u>	<u>54.50</u> <u>48.64</u>

APPENDIX A
SALARY SCHEDULE

CITY COUNCIL RESOLUTION NO. R14-013 DATED: January, 2014

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1. WAGES

The following Schedule of hourly base pay rates shall take effect the first payroll paid on or after ~~April-January 1, 2015~~2020, which represents an approximate 2.075% increase over the previous base rate.

JOB CODE	POSITION TITLE	SALARY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
		785	<u>27.51</u> 24.37	<u>28.12</u> 24.92	<u>28.75</u> 25.47	<u>29.40</u> 26.04	<u>30.03</u> 26.61	<u>30.70</u> 27.20	<u>31.40</u> 27.81	<u>32.11</u> 28.46	<u>32.84</u> 29.10	<u>33.57</u> 29.74	<u>34.29</u> 30.39	<u>35.08</u> 31.08	<u>35.66</u> 31.59
		786	<u>28.17</u> 24.97	<u>28.81</u> 25.53	<u>29.46</u> 26.10	<u>30.11</u> 26.68	<u>30.76</u> 27.26	<u>31.50</u> 27.91	<u>32.19</u> 28.52	<u>32.90</u> 29.15	<u>33.65</u> 29.81	<u>34.42</u> 30.49	<u>35.16</u> 31.16	<u>35.94</u> 31.85	<u>36.57</u> 32.39
785	Foreman	788	<u>28.99</u> 25.68	<u>29.66</u> 26.29	<u>30.39</u> 26.93	<u>31.07</u> 27.53	<u>31.76</u> 28.14	<u>32.47</u> 28.77	<u>33.27</u> 29.48	<u>34.02</u> 30.14	<u>34.81</u> 30.84	<u>35.60</u> 31.54	<u>36.40</u> 32.26	<u>37.22</u> 32.98	<u>37.88</u> 33.56
787	Parts Room Manager	789	<u>29.76</u> 26.36	<u>30.41</u> 26.95	<u>31.12</u> 27.58	<u>31.82</u> 28.19	<u>32.53</u> 28.83	<u>33.28</u> 29.49	<u>34.10</u> 30.21	<u>34.87</u> 30.89	<u>35.69</u> 31.61	<u>36.48</u> 32.32	<u>37.32</u> 33.07	<u>38.16</u> 33.81	<u>38.81</u> 34.39
		794	<u>36.13</u> 32.00	<u>36.94</u> 32.72	<u>37.71</u> 33.41	<u>38.55</u> 34.15	<u>39.45</u> 34.95	<u>40.32</u> 35.73	<u>41.18</u> 36.49	<u>42.12</u> 37.31	<u>43.02</u> 38.11	<u>43.98</u> 38.96	<u>45.01</u> 39.88	<u>46.02</u> 40.77	<u>46.79</u> 41.47
792	Labor Supervisor	795	<u>37.01</u> 32.79	<u>37.83</u> 33.52	<u>38.65</u> 34.24	<u>39.53</u> 35.01	<u>40.43</u> 35.82	<u>41.33</u> 36.62	<u>42.22</u> 37.41	<u>43.19</u> 38.26	<u>44.10</u> 39.07	<u>45.08</u> 39.94	<u>46.15</u> 40.88	<u>47.16</u> 41.79	<u>47.97</u> 42.50
795	Water Production Operations Supervisor	796	<u>42.40</u> 37.57	<u>43.34</u> 38.41	<u>44.21</u> 39.18	<u>45.22</u> 40.07	<u>46.18</u> 40.91	<u>47.19</u> 41.82	<u>48.25</u> 42.75	<u>49.33</u> 43.71	<u>50.31</u> 44.57	<u>51.45</u> 45.58	<u>52.56</u> 46.56	<u>53.74</u> 47.61	<u>54.60</u> 48.38
796		797	<u>43.47</u> 38.51	<u>44.45</u> 39.37	<u>45.34</u> 40.18	<u>46.37</u> 41.09	<u>47.32</u> 41.93	<u>48.38</u> 42.87	<u>49.45</u> 43.81	<u>50.55</u> 44.79	<u>51.55</u> 45.68	<u>52.71</u> 46.71	<u>53.86</u> 47.72	<u>55.07</u> 48.79	<u>56.00</u> 49.61

II2. LONGEVITY

Effective April 7, 2001, employees will be eligible for the following longevity added to their base salary:

10 Completed Years	1.0%
15 Completed Years	1.5%
20 Completed Years	2.0%
25 Completed Years	2.5%
30 Completed Years	3.0%
35 Completed Years	3.5%

III3. GENERAL SUPERVISOR

In lieu of prep time pay, General Supervisor will receive fifty cents (.50¢) per hour already calculated in the base rate of pay and continue to report ten (10) minutes prior to start of shift without incurring additional overtime.

IV4. PROMOTION

Whenever an opening occurs in a classification as listed above, first consideration shall be given to those within the Association. Qualification for same shall be determined by the Department Director in consultation with the Director of Human Resources.

5. Pay Steps

Pay step progression from 1 through 13 shall be based upon the following period of service:

- Step 1: Beginning rate at date of hire.
- Step 2: After six (6) months of service in the position.
- Step 3: After twelve (12) months of service in the position.
- Steps 4 – 13: After each additional twelve (12) months of service.

The new rates determined by said step increases shall take effect at the beginning of the payroll period during which the required period of creditable service is completed.

END

APPENDIX B
DRUG AND ALCOHOL TESTING POLICY

Section A. Policy Statement

In the interests of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the Employer establishes this drug and alcohol testing program that will allow the Employer to take the necessary steps, including drug and/or alcohol testing, and which establishes when, where, how and why an individual employee may be tested, in order that the Employer may maintain a drug/alcohol free workplace.

Section B. Definitions

1. "Drug(s)" shall mean any controlled substance listed in ~~Chapter 56 1/2 of the Illinois Revised Statutes, known as~~ the Controlled Substances Act, or substances submitted in any federal controlled substances laws, for which the person tested does not submit a valid predated prescription. Thus, the term "drug(s)" includes both abused prescription medications, non-prescription drugs, and illegal drugs. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. However, the term "drug(s)" shall not include over-the-counter vitamins or supplements. Drugs covered by this Policy, include, but are not necessarily limited to the following:

Opium	Mehtaqualone	Psilocybin-Psilocyn
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Crack	Steroids
Synthetic/semisynthetic opiates	Hydrocodone	Oxycodone
Metamphetamine <u>Methamphetamine</u>	Phencyclidine	<u>Fentanyl</u>
Benzodiazepines	MDMA	<u>Oxymorphone</u>
	<u>Methadone</u>	

2. "Impairment" ~~due to drugs and/or alcohol~~ shall mean a condition in which the employee is unable to properly perform his/her duties due to the presumed effects of a drug and/or alcohol in his/her body. Where impairment exists or, in the case of alcohol, is presumed pursuant to Section G hereof, incapacity for duty shall be presumed.
3. The term "drug abuse" includes the use of any controlled substance, which has not been legally prescribed and/or dispensed, the misuse or abuse of a non-prescription drug, or the use of a legally prescribed drug for which a valid, predated prescription has not been submitted as provided in this Policy, along with a listing of known side effects.
4. The term "designer drug" is a term coined to describe psychoactive drugs which are created to get around existing drug laws, usually by modifying the molecular structure of existing drugs to varying degrees or less commonly by finding drugs with entirely different chemical structures that produce similar subjective effects to illegal recreational drugs.
5. The term "alcohol abuse" means the use of alcohol on- or prior to duty, such that at any time during working hours, the level of alcohol indicated in Section G can be detected via breath or urine sample testing and thus the employee will be presumed to be impaired due to the use of alcohol.

6. "Positive Test Results" shall mean a positive result on both a confirming test and initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration levels specified in Sections F and G.
7. "On Duty"/"Work Day" shall mean during normal working hours, and includes "on call" and "standby" duty times, as well as overtime duty hours.

Section C. Prohibitions

Employees shall be prohibited from:

1. Consuming or possessing illegal drugs at any time.
2. Possessing, using, selling, purchasing or delivering any illegal drug.
3. Consuming or possessing alcohol at any time during the workday, on any of the employer's job sites, including all of the Employer's buildings, properties, vehicles and the employee's personal vehicle while engaged in the business of the Employer and/or at any time prior to the work day such that at any time during working hours, the level of alcohol indicated in Section G can be detected as provided in Section B5).
4. Operating a commercial motor vehicle within four (4) hours after using alcohol or, when the Employee's motor senses, sight, hearing, balance, reaction, reflexes or judgment are or may be presumed affected by drugs or alcohol.
5. Failing to produce a valid pre-dated prescription for any medication that produces any known adverse side effect should the employee become impaired while on duty. Employees are required to provide such notice to their Department Head if such prescription drug might cause impairment while on duty.

Violation of these prohibitions will result in progressive disciplinary action, as hereinafter set forth.

Section D. The Administration of Tests

1. Informing Employees Regarding Drug and Alcohol Testing

All employees will be fully informed, in writing, of the Employer's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of drugs/alcohol on job performance. In addition, the Employer will inform the employees of how the test is conducted, when the test will be conducted, what the test can determine, and the consequences of testing positive for drug/alcohol use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested unless this information has been provided to him/her.

2. When a Test May be Compelled

There shall be ~~no across-the-board or~~ random drug/alcohol testing of employees, ~~except~~ as otherwise provided herein. Where a Supervisor has reasonable suspicion that an employee is under the influence of drug(s)/ alcohol or there is evidence of impairment while on duty, that employee may be required to report for drug/alcohol testing. An employee also may be required to report for testing when the employee has suffered a workplace injury or has been involved in an accident resulting in damage to persons, property

or vehicles. In the case of injury or accident testing, to the extent state testing regulations regarding the use of such test results are stricter than the provisions set forth herein, the City may utilize the state regulations if it so chooses. A drug/alcohol test may be required when an employee has been arrested or indicted for conduct involving illegal drug related activity, on- or off-duty. An employee may also be required to report for testing the employee receives a citation for a moving violation in the accident.

Every employee subject to post-accident testing shall remain readily available for such testing, or be deemed to have refused the test.

When an employee is ordered to submit to testing, the employee may produce a valid, predated prescription, at which time the determination is made whether the test shall be ordered. Such production must occur at the time the testing order is given. The Director of Human Resources must confirm the reasonable suspicion of drug or alcohol abuse. The Aurora Supervisor's Association shall be notified and the Employer shall inform the employee of his/her right to consult with an Aurora Supervisor's Association representative before submitting to the test. The Employer shall arrange for a drug/ alcohol test. Refusal of an Employee to comply with the order for a drug/ alcohol screening will be cause for discipline up to and including discharge. The Aurora Supervisor's Union shall designate a list of alternative Aurora Supervisor's Association officers or members to be notified.

3. Random Drug and Alcohol Testing

For random drug tests, the following conditions shall apply:

- a. The City will contract with an independent third party to provide random selection services through use of a computerized random number generator program based on unique 3-digit identification numbers developed by the City for the random testing process. The random number generator will then select the dates, the individuals to be tested on each date, including substitute individuals, and the shift and/or units on which the collections shall begin.
- b. To maintain the security of the selection system, the contractor shall deal exclusively with the Human Resources Department for purposes of notifying the City of testing dates and individuals selected, verifying and updating the pool and supplemental selection of individuals, if necessary. The Union reserves the right to review the pool to assure its accuracy.
- c. The Human Resources contact person will then create a list of names from the identification numbers and notify the Department Head or his designee those employees to be tested.
- d. Any employee selected who is on authorized time off which was applied for and approved prior to notice to the department of the date of the test shall be returned to the pool of employees for later random selection. Another employee, the next substitute on the random selection, shall be notified of the requirement to be tested. Any employee who requests leave of any type after the department has been notified of the testing date and has notified the employee shall be required to report to the collection site on the shift they would otherwise have been required to report unless they are excused by the Department Head for good cause shown. Any employee so excused shall be required to report to the collection site on their first day back to work.
- e. When an employee is selected in the random process, he shall promptly report to the appropriate collection site upon the direction of his department head. The employee shall provide specimens of urine sufficient to allow for "split sample" collection and processing of the specimens.
- f. The City will direct the laboratory to provide the ASA with copies of the quarterly statistical summary which shows the number and types of tests performed and the number of tests showing positive or negative, as well as copies of the proficiency reports of the laboratory at the same time they are sent to the City.

43. Reasonable Suspicion Standard

Reasonable suspicion exists if specified objective facts and circumstances warrant rational inferences that a person ~~is is~~ abusing, in possession of, and/or acting in a manner of impairment is impaired due to alcohol and/or drug abuse. Reasonable suspicion will be based upon the following:

- ~~a. a. Observable phenomenon, such as direct observation of use, possession, and/or the evidence of individual symptoms of impairment resulting from drug or alcohol abuse; and/or~~ Observable phenomenon, such as direct observation of use, possession, and/or symptoms resulting from using or being under the influence of drug or alcohol abuse. Examples include, but are not limited to slurred speech, dilated pupils, loss of balance and lethargy; and/or
- b. Information provided by an identifiable, reliable and credible source, ~~which can be independently corroborated.~~

~~5. Additional drug/alcohol testing conditions~~

- ~~a. When an employee has been arrested or indicted for conduct involving illegal drug-related activity, on or off-duty;~~
- ~~b. When an employee is involved in an on-the-job injury causing reasonable suspicion of drug or alcohol abuse;~~
- ~~c. When an employee is involved in a motor vehicle accident on-duty where there is reasonable suspicion of employee drug or alcohol use;~~
- ~~d. Involved in a motor vehicle accident in which:
 - ~~1) the accident involved the loss of human life,~~
 - ~~2) the employee received a citation for a moving violation in the accident.~~~~
- ~~e. Every employee subject to post-accident testing shall remain readily available for such testing, or be deemed to have refused the test.~~

5. Order to Submit to Testing

When an employee is ordered to submit to testing, the Employer shall provide the employee with a written notice of the order as soon as reasonably possible. Such written notice shall be given not later than eight (8) hours following the order to test. The written notice shall set forth all of the objective facts and reasons for the order to test. The employee shall be allowed to consult with a representative of the Aurora Supervisor's Association at the time the order is given. A refusal to submit to such testing may subject the employee to discipline, up to and including discharge. Any employee who takes or does not take the test shall not be construed to have waived any objection or rights that he/she may have. When testing is ordered, the employee will be immediately may be removed from duty and placed on paid leave pending the receipt of results.

Section E. Conduct of Tests

In conducting the testing herein specified, the Employer shall:

1. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that is accredited by DHHS or SAMHSA

2. Establish a chain of custody procedure consistent with DOT regulations for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
3. Provide the employee tested with an opportunity to have the additional sample tested by a SAMHSA-accredited clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense; provided the employee notifies the City of the desire to do so within **seventy-two (72)** hours of receiving notification of positive test results.
4. Require that the laboratory or hospital facility report to the Employer when a breath or urine sample is positive only if both the initial screening and confirmation tests are positive_including for a particular drug, and the Medical Review Officer verifies the result (in a drug test situation). The parties agree that should any information concerning such testing or the results thereof be obtained inconsistent with the understanding expressed herein, the Employer and the Union shall not use such information in any manner or forum adverse to the employee's interest.
5. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol ~~per 100 millimeters of blood~~ be considered positive, and results showing an alcohol concentration of .0199 or less shall be considered negative.
6. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results.
7. Ensure that no employee is subject to any adverse employment action except temporary re-assignment or leave with pay during the pendency of any testing procedure. Any such re-assignment or leave shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.
8. Require that the Laboratory or hospital facility report to the Employer when a breath,~~blood~~ or urine sample is positive only if both the initial and confirmatory test are positive. The parties agree that should any information concerning such testing or the results thereof be obtained inconsistent with the understanding expressed herein, the Employer and the Aurora Supervisor's Association shall not use such information in any manner or forum adverse to the employee's interest except as otherwise required in compliance with applicable state and federal law(s).
9. The testing, results and circumstances requiring the testing are confidential and will be held in the highest degree of confidence.

Section F. Drug Testing Standards

1. Initial Screening Test Standards

- A. The following initial and confirmatory immunoassay test cutoff levels shall be the DHHS or SAMHSA standards in the effect at the time of the testing. In the event DHHS or SAMHSA has no standards to be used when screening specimens to determine whether they are positive for the following ten (10) drugs/classes of drugs, then the following shall be used.

Initial Test Level

Amphetamines	1000 ng/ml
Barbiturates	300 ng/ml

Benzodiazepines	300 ng/ml
Cocaine metabolites	300 ng/ml
Marijuana metabolites	100 <u>50</u> ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Opiate metabolites	300 <u>2000</u> ng/ml
Phencyclidine	25 ng/ml
Propoxyphene	300 ng/ml

Confirmatory Test Level

Amphetamines	500 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines	200 ng/ml
Cocaine metabolites	150 ng/ml
Marijuana metabolite	15 ng/ml
Methadone	200 ng/ml
Methaqualone	200 ng/ml
Opiates	<u>2000</u> ng/ml
Phencyclidine	25 ng/ml
Propoxyphene	200 ng/ml

2. Modification of Standards

The drug levels set forth above will automatically be modified to conform to updated DHHS or SAMSHA screening and confirmatory standards. The updated standards will go into effect when the City provides written notice to the Union of the change(s).

3. Breath Alcohol Testing

The City will test for the presence of alcohol through the use of a breathalyzer, and the testing will be conducted in a private setting and facility by trained breath alcohol technicians (“BATs”) who are not City employees, using DOT-approved evidential breath testing devices (“EBTs”) that display and print test results. A breathalyzer test result showing an alcohol concentration of .020 or more shall be considered positive, and results showing an alcohol concentration of .0199 or less shall be considered negative.

Section G. Alcohol Test Standards

Impairment due to alcohol use/abuse shall be presumed upon a breath alcohol content of .02 or more.

Section H. Voluntary Request for Assistance

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, through the Employer's EAP Program, or through one of the City's health care providers and/or referrals, for an alcohol or drug related problem, other than that the Employer may place the employee on leave during treatment. However, the protection afforded by this section shall not be available if the request follows an order to submit to testing, the pendency of an automatic order to submit to testing (i.e. post-accident), violation of Section 3 or if the employee acted in violation of rules of conduct which otherwise provide an independent basis for disciplinary action. The foregoing is conditioned upon:

- a. The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b. The employee discontinues his use of illegal drugs or abuse of alcohol;

- c. The employee completes the course of treatment prescribed, including an “after-care” group for a period of twelve (12) months;

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This policy shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee’s current use of alcohol or drugs prevents such individual from performing the duties of his assigned position or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

The Employer shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment, employees shall be allowed to: 1) use accumulated sick leave; and/or 2) paid leave; and/or 3) be placed on unpaid leave; and/or 4) be transferred to a position for which he/she is fit, if available.

Section I. Discipline

Employees who test positive for the presence of drugs or alcohol or otherwise violate this Article shall be subject to discipline up to and including discharge. To the extent the City does not discharge an employee, any lesser discipline shall be conditioned upon the employee agreeing to the following:

- a. The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b. The employee discontinues his use of illegal drugs or abuse of alcohol;
- c. The employee completes the course of treatment prescribed, including an “after-care” group for a period of twelve (12) months;
- d. The employee agrees to submit to random testing during hours of work, without loss of pay, during the period of “after-care”.

Section J. Insurance Coverage

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

Section K. Duty Assignment

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

Employees who voluntarily report to their Department Head that they are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his/her normal

duties, may be temporarily reassigned with full pay to other duties, or be placed on sick leave, paid leave of absence, or unpaid leave of absence.

Section L. Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the Department Head, Division Head, Chief Administrative Services Officer, Human Resources Director, Mayor, and such other officials as may be mutually agreed to by the parties. Test results will not be disclosed externally except where required for disciplinary purposes or to comply with applicable state and federal law(s). All records in this regard will be kept and maintained in the office of the Human Resources Director. If the employee consents in writing, test results will be disclosed to the employee's Aurora Supervisor's Association President or designee.

Section M. Right to Contest

The Aurora Supervisor's Association and/or the employee, with or without the Aurora Supervisor's Association, shall have the right to file a grievance concerning any discipline or testing permitted by this Agreement.

Section N. ~~Indemnification~~ Prescription Drugs and Over-the-Counter Medication

~~The employer agrees to hold the Aurora Supervisor's Association harmless and to bear reasonable expenses incurred by the Union in defending litigation arising solely out of the employer's activities in carrying out the drug/alcohol testing program.~~

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change duty status via doctor) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

APPENDIX C
Equal Employment Opportunity Plan/Policy ~~2001~~

Purpose of Policy

The purpose of this policy is to reaffirm the City of Aurora's policy of non-discrimination and to assign responsibilities for its execution and continuous review.

Statement of Policy

The policy of the City of Aurora is to adhere to equal employment opportunity in the hiring and promotion of employees. The employment practice is to select the best-qualified persons available without regard to race, sex, age, color, religion, disability, national origin or ancestry.

To the extent that the City of Aurora's government serves and represents all citizens of Aurora, so shall its employment practice. Although the City can take pride in being an equal opportunity employer, it must continue to strive to maintain and succeed in its goals.

Equal employment opportunity is a productive effort to achieve employment equality. The Civil Rights Act of 1964 under Title VII has mandated compliance to equal employment practice. Therefore, the City of Aurora as an employer cannot condone employment practices, which are discriminatory in practice.

The Equal Employment Opportunity Plan for the City of Aurora shall be a comprehensive effort of the City. The Plan will be monitored and periodically evaluated to ascertain the effectiveness of its goals and policies. This evaluation will result in updating and modifying the Plan to meet changing needs.

END