

AGREEMENT BETWEEN

CITY OF AURORA

AND

METROPOLITAN

ALLIANCE OF POLICE (M.A.P)

AURORA

INFORMATION TECHNOLOGY (I.T)

CHAPTER #525

JANUARY 1, 2024 – DECEMBER 31, 2027

EXECUTED THIS DAY OF xxTH DAY OF 2025

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PREAMBLE

This Agreement entered into by the City of Aurora, Illinois (“City” or “Employer”), and Metropolitan Alliance of Police, Aurora Information Technology Chapter #525 (“Union”), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of salaries, hours of work and other conditions of employment.

ARTICLE 1 **RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment for the following positions: All full-time employees employed by the Information Technology Department in the following titles: Data Engineer, System Analyst I, System Analyst II, GIS Analyst, GIS Analyst II, GIS Analyst Specialist, GIS Project Analyst, Telecom Engineer, Support Desk Engineer I, Network Engineer I, Network Engineer II, Network Engineer III, and Data Analyst I, Data Analyst II, PMO Administrator.

If a new position classification implemented by the City contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose functions are similar to employees in this bargaining unit, the Union and the City shall, within ten (10) working days of the City’s notice to the Union, schedule a meeting to review the proposed classification. If unable to reach agreement as to its inclusion or exclusion from the unit, the City shall be free to implement its decision and the Union shall be free to file a unit clarification proceeding before the Illinois State Labor Relations Board. If the inclusion of the position classification in the bargaining unit is agreed to by the parties or found appropriate by the Illinois State Labor Relations Board, the parties shall then negotiate the wages, hours and working conditions for the classification, with the City free to assign a temporary rate pending resolution of negotiations.

ARTICLE 2 **DEFINITIONS**

Adjustment in Salary – a change in salary rate.

Base Salary – a dollar amount of pay specifically designated in the Schedule of Rates.

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

Creditable Service – active service in a regular position listed in the salary schedules as set forth herein. An employee returning to City employment within twelve (12) months of prior employment with the City shall receive credit for years of service for PTO purposes.

Creditable Service Date – the date an employee is placed in his/her current position. Creditable

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

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

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

Entrance Salary – the initial base salary assigned to an employee on entering a position in the City service.

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

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

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

Salary Range – the series of salary steps in a grade assigned to a position.

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

ARTICLE 3 **UNION DUES**

The City and the Union agree to comply with the Illinois Public Labor Relations Act as amended by Public Act 101-0620. The City and the Union further agree that any alleged violation of Public Act 101-0620 will be resolved in accordance with *Article 14, Grievance and Arbitration*.

Section A. Indemnification

The Union and its parent organization, Metropolitan Alliance of Police, shall indemnify the City and its elected officials, employees and agents, and shall hold each and all of them harmless against any and all claims, demands, suits or other forms of liability which arise out of or by reason of any action taken by each and all of them for the purpose of complying with Article 3. The City agrees to immediately inform the Union of its receipt of any claims, demands or lawsuits concerning these matters and to provide the Union copies of all pleadings and related materials.

ARTICLE 4

MANAGEMENT RIGHTS

The City shall retain the sole right and authority to operate and direct the affairs of the City 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 City prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained by the City are the City'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 City; 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 these 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 5

SENIORITY APPLICATIONS

Section A. Initial Probationary Period

Newly hired probationary employees shall accrue no seniority until after successful completion of the probationary period in which case seniority shall begin on the employee's date of hire.

An initial probationary period of nine (9) months shall be served by an employee who enters City service for the first time or commences a new period of continuous service following a break in City employment.

An initial probationary period of six (6) months shall be served by an employee from a non-bargaining position in the City who enters into a bargaining unit position.

Section B. Promotional Probationary Period

An employee who is promoted will have a promotional probationary period of six (6) months. Should an employee at the end of such probationary promotional period prove unfit for the job to which s/he was promoted, s/he shall return to his/her former job without any loss of seniority. If the former position has been filled, the employee will be put in a position equivalent to the former position.

Section C. Layoff

The City, in its discretion, shall determine whether and when layoffs are necessary. If the City determines layoffs are necessary, employees covered by this Agreement will be laid off according to their length of service with the least senior being laid off first. However, employees may not bump from one classification to another. An employee who would be subject to layoff shall be permitted to displace the most junior employee in an equal or lower classification if s/he is able to perform the duties in said equal or lower classification within a thirty (30) working days acclimation period.

In the event layoffs are necessary, all temporary employees and part-time employees with no full-time service credits shall be laid off first. An employee affected by a layoff who seeks to displace the most junior employee as provided herein must submit a written notice of such intent to the Employer within five (5) calendar days after notification of the layoff. Such displacement shall be considered a voluntary demotion on the part of the displaced employee and the wages and benefits attached to the lower classification shall take effect. Such employee shall be paid at the rate of the lower paid position which is closest to the senior employee's wage prior to layoff.

Employees shall be allowed to cash out their accumulated sick leave and other benefit time when they are laid off or any time thereafter during the subsequent twelve (12) month period.

Section D. Re-employment

Persons who are laid off shall be placed on a reemployment 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 lay-off, provided they are presently able and qualified to perform the work in the job classification within a thirty (30) calendar day acclimation period.

If there is re-employment, the City 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 City 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/her 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 City with written notice of same. Employees who are on a leave of absence or who will be, or who have been laid off for a period of six (6) or more continuous calendar months may be required to have a physical examination both prior to said leave or lay off and prior to reinstatement, at the City's expense.

Section E. Subcontracting

It is the policy of the City to make reasonable effort to utilize its employees to perform work they are qualified to do. However, the City reserves the right to contract out any work the City deems necessary or desirable because of greater efficiency, economy, or other related factors. The Employer agrees that upon formal consideration to subcontract any work performed by bargaining unit employees, it shall:

- 1) Notify the Union as soon as reasonably possible to do so.

- 2) Bargain over the impact and effects.

In no case shall bargaining unit employees suffer a layoff or loss or regular work hours due to subcontracting.

ARTICLE 6

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 Week

The regular work week shall consist of five (5) consecutive nine (9) hour days, with a one-hour midday unpaid lunch, for a total of forty (40) hours work. The scheduled workdays and scheduled days off shall generally be Monday-Friday, but may fall on any day of the week.

Section C. Work Schedules

Work schedules showing hours and days to which employees are assigned by the City, and any changes made by the City thereto, shall be disseminated to affected employees. It is understood that a work shift shall have a regular starting and quitting time, with the exception of those employees on an alternative work schedule.

Section D. Rest Periods

During all employee work shifts, employees are entitled to a rest period up to fifteen (15) minutes may be taken during each four (4) hour period. Whenever it is possible, the rest period shall be scheduled approximately in the middle of each four (4) hour period. Such rest periods may not be accrued or combined. It is the employee's responsibility to limit himself/herself to the rest period. Employees may be docked for extending a rest period beyond fifteen (15) minutes by the supervisor or department head.

Employees who are scheduled to work overtime shall be granted a rest period by the department head or supervisor depending upon the length of overtime worked.

Section E. Alternative Work Schedules

Employees may request to work an alternative work schedule. To make such requests, employees shall be required to complete an Alternative Work Schedule form. Approval shall be based solely upon the operating needs of the Department as determined by the Department/division Head or designee. employer. Approval of an alternative work schedule shall be at the City's sole discretion.

ARTICLE 7 **OVERTIME**

Section A. Overtime Rates

- a. All employees on an eight-hour regular workday shall be paid one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all authorized overtime (not including flex time) hours of work in excess of eight (8) hours in any scheduled workday or forty (40) hours in any scheduled work week. Employees will be paid double time for hours worked on Sundays or a recognized City holiday.
- b. Employees working an approved fixed alternative work schedule shall be paid one and one-half (1 ½) times their regular straight-time hourly rate of pay for all authorized hours of work in excess of their regular alternative workday or workweek.
- c. Employees may not refuse to work overtime. Refusal to report to required overtime will be cause for discipline.

Section B. Call-Back Pay

Employees who are not assigned to standby on a weekly basis as set forth in Section C below and who are required to work outside of regular work hours shall be paid time-and-a-half at their straight time hourly rate with a two (2) hour minimum. Employees who are called back to work on Sundays or recognized City holidays will be paid double for hours worked on such days.

Section C. Overtime Outside The Normal Work Schedule

The City will create and maintain an on-call rotational schedule for the purpose of providing after-hours support. On-call employees will be assigned on a weekly rotating schedule where possible. Interns and seasonal employees will not be placed on the on-call schedule.

Section D. Standby Pay

If the City schedules bargaining unit employees to be on a standby basis, it will be on a weekly basis among employees determined to be qualified. If there is more than one such employee in a designated IT service area (e.g., on-call technician, network, telecommunications, infrastructure, etc.), the assignment to be on standby for one week at a time will be rotated among employees determined to be qualified. Interns and seasonal employees will not be assigned to standby on a weekly basis.

The assignment to be on standby for a week at a time means that employees are accepting the responsibility to be available to respond to the call for assistance in a timely manner.

Effective the first payroll period following ratification of this 2024-2027 collective bargaining agreement, for each week that an employee is assigned to be on standby, the employee will be paid the following weekly standby pay:

Effective 2025 -- \$100

Effective 2026 -- \$175

Effective 2027 -- \$225

In addition to receiving weekly standby pay, employees who are on standby for a given week shall also be entitled to call-back pay with a guarantee of two hours overtime pay when called back while on standby, provided that for any given workday the employees will only be guaranteed two hours of overtime pay regardless of the number of times they are called back during that workday.

Retroactivity of Stand-By Pay

The 2025 standby pay of \$100 per week shall be retroactive to January 1, 2025, for all employees still on the active payroll on the date this Agreement is ratified by both parties, provided that any employee who retired or was promoted after January 1, 2025, but before this Agreement was ratified by both parties shall also be eligible to receive retroactive standby pay

Section E. Call-Time for Emergencies

Employees who are not assigned to call-in duty and who are called to work before their regularly scheduled starting time shall be compensated for a minimum of two (2) hours at their regular rate.

Section F. Compensatory Time-Off

In lieu of pay for overtime, employees shall have the option to accumulate compensatory time-off.

To elect that overtime accumulate as compensatory time, an employee must so advise his/her department director, through his/her supervisor, before the end of the payroll period in which the overtime was worked. No employee shall be allowed to accumulate over one hundred (100) hours of compensatory time at any given time.

Compensatory time-off may only be taken upon the approval of the respective department director or his/her designee, which approval shall be at his/her sole discretion. Employees may request compensatory time-off on a call-in basis. Compensatory time-off will not be granted when it will interfere with the proper operation of the department's work or cause personnel shortages. Compensatory time may be taken in minimum of one (1) hour increments with prior approval. However, compensatory time off may be taken in shorter increments if approved by the Department or Division Head.

The method of record keeping for accumulation and use of compensatory time shall be determined by the City. Compensatory time accumulations shall be taken in the year accrued provided,

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

ARTICLE 8 **HOLIDAYS**

Section A. Holidays

1. Employees shall be entitled to designated holidays and floating holidays according to the following schedule:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday of January
Memorial Day	Last Monday in May
Juneteenth Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	
½ Day Christmas Eve	December 24
Christmas Day	December 25
½ Day New Year's Eve	December 31

Plus six and one-half (1/2) floating holidays per year.

During weeks with designated holidays or training, all employees on an alternative work schedule shall work a non-alternative work schedule for that respective week.

If a holiday occurs on a Sunday, City offices shall be closed the following Monday, except those employees regularly scheduled to work on Sunday shall observe the holiday on that Sunday.

If a holiday occurs on a Saturday, City offices shall be closed the previous Friday, except those employees regularly scheduled to work on Saturday shall observe the holiday on that Saturday.

Designated holidays shall be recognized and observed on the dates established annually by resolution by the City. Floating holiday time shall accrue at the rate of 2 hours per pay period for full-time employees. Employees shall not accrue floating holiday time for any pay period during which they have not worked seventy percent (70%) of the available working hours of that period. For purposes of this section, the "available working hours" shall be the regularly scheduled hours less any hours taken as vacation, holiday, compensatory time-off, paid sick leave, or maternity/paternity leave or family death leave under this agreement.

1. Each such floating holiday may be taken at any time during the calendar year on a first-come, first-served basis, in no less than two (2) hour increments. If an employee terminates for any reason after having taken more floating holidays than have accrued, his/her final paycheck shall be reduced pro rata. Floating holidays may not be carried over after December 31 of any year; however, floating holidays may be taken in shorter increments

if approved by the department or division head. All floating holidays are subject to prior approval at the sole discretion of the department/division head or designee.

2. The City shall grant floating holiday time off by request from the employee on a first-come, first-serve basis. Such requests shall be granted in writing at the approval of his/her supervisor, taking into consideration the legitimate operational needs of the City. Approvals for floating holidays may be withdrawn for justifiable necessity and the employee may be required to report for work. The employee shall also be allowed to reschedule the floating holiday.
3. Holiday pay for the designated holidays and the floating holidays shall be computed at the employee's regular straight-time hourly rate of pay for the number of regularly scheduled 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 preceding and their first regularly scheduled workday immediately following the holiday, unless they are excused in writing by the department head from compliance with this requirement. 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. The department director may require a physician's statement or other documentation to substantiate the paid leave.
4. To be eligible for holiday pay, an employee must have been employed more than thirty (30) calendar days.
5. Employees who are on an unpaid leave of absence of thirty (30) calendar days, or who are receiving statutory Workers' Compensation benefits only do not accrue floating holiday time nor are they eligible for paid holidays which occur during such period.+

Section B. General Provisions

1. If the City should declare by ordinance or resolution additional time off, employees shall either have the time off or, if directed to work by the department head, shall be compensated at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate in lieu of time off.
2. Employees who are either scheduled to work or agree to work on one of the days recognized and observed as a holiday by City resolution and who fail to work same without valid reason shall not receive holiday pay and may be subject to discipline.

ARTICLE 9
VACATIONS

The City shall grant paid vacations in accordance with the following schedule based upon the following service requirements. Vacation is subject to the approval of the department head or his/her designee.

Service Requirements	Vacation Period Earned
1 year through 5 years	80 hours
Beginning of 6 years through 10 years	120 hours
Beginning of 11 years	128 hours
Beginning of 12 years	136 hours
Beginning of 13 years	144 hours
Beginning of 14 years	152 hours
Beginning of 15 years through 17 years	168 hours
Beginning of 18 years through 20 years	184 hours
Beginning of 21 years or more	200 hours

All employees shall be allowed to take forty (40) hours of vacation after six (6) continuous months of employment; provided, however, that s/he shall not be allowed to take more than a total eighty (80) hours of vacation during the calendar year in which s/he completes his/her first (1st) year of employment.

The City shall grant vacation time off by request from the employee on a first-come, first-serve basis. Provided, however, that if operational demands require limiting the number of employees on vacation at the same time, preference for choice of vacation period shall be granted to employees on the basis of work-unit seniority if the request for vacation has been made in writing by February 28th of the calendar year and does not conflict with operational needs which require a specific skill set, expertise or area of knowledge.

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 and must be used by February 28th (or such time will be paid out) of the immediately succeeding year if the employee gives written notification to the Human Resources Department by December 1st of the current year.

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

Any employee who is laid off, resigns or retires prior to taking his/her vacation shall be compensated for the unused vacation s/he has accumulated at the time of separation, to be paid on a pro-rata basis for anniversary date.

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. Such actual pay-out to be requested no later than December 1st of the calendar year; provided, however, all pay-outs of vacation shall be paid in the payroll period following the request or as soon as practicable. Further, vacation buy-back must be in increments of forty (40) hours only. Any vacation balance not used, paid out, or requested and approved to be carried over will be paid out no later than February 15th.

1. Vacation may be taken in no less than two (2) hour increments; however, vacation may be taken in shorter increments if approved by the department or division head.
2. If a holiday, other than a floating holiday, occurs during the week or weeks in which a vacation is taken by an employee, the employee's vacation period may be extended an additional work day.

ARTICLE 10 **SICK LEAVE**

Section A. Sick Leave Credit Accumulation Rate

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

Section B. Maximum Accumulation of Sick Leave Credit

Employees 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 accumulations. Said hours shall be compensated at one hundred percent (100%) of the employee's regular straight-time rate of pay in effect at the end of the calendar year. Payment shall be made on or before February 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 employee's classification at the time the sick leave is being taken. Provided, however, payments for sick leave hours shall be reduced by the amount of any statutory Workers' Compensation benefits also received by the employee for the same period of disability.

Personal Illness or Disability

Employees who have contracted or incurred and are suffering from any illness or disability which renders them temporarily unable to perform the duties of their position, or have doctor or dentist appointments which could not be scheduled after normal working hours shall be eligible to use accumulated paid sick leave. Provided however, the employee should make every effort to schedule such appointments outside of normal working hours, if possible.

Family Illness or Disability

In the event of an illness, disability, or doctor's appointment involving an employee's spouse, children, stepchildren, domestic partner, sibling, mother-in-law, father-in-law, grandchildren, grandparent, or stepparent, legal foster children or parents, the employee shall be eligible to use accumulated paid sick leave if his/her personal care and attendance is required.

Section D. Sick Leave Notification

It is the responsibility of each employee requesting paid sick leave to notify the Department Director or his designee.

Employees who are requesting paid sick leave, in accordance with Section C above, shall notify or cause notification to be made to the Department/Division head or designee at least thirty (30) minutes before the time specified for the beginning of their work day. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during his/her work shift, s/he must notify or cause notification to be made to the Department/division head or his designee.

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

Section E. Sick Leave Certification and Approval

Medical certification must be presented whenever paid or unpaid sick leave is requested for three (3) or more consecutive work shifts. However, if a supervisor has reasonable grounds to believe sick leave is being abused, s/he may at his/her discretion require any employee requesting paid sick leave to furnish substantiating evidence regardless of the number of sick leave days requested by the employee.

The supervisor shall have the right at his/her discretion to verify the report of an attending physician concerning the illness or disability of an employee, and to require the employee to be examined, at the City's expense, by a physician selected by the City to determine the nature and extent of the illness or disability. If such appointment is on non-duty time, the employee will be compensated at the appropriate hourly rate for the appointment time and travel time (as determined by the Human Resource Director). The City shall retain the right to flex the employee's schedule on the date of such appointment. As a result of such physician's statements and examinations, the City may approve or deny an employee's paid or unpaid sick leave requests and establish limits and conditions for any further approved sick leave connected with the same illness or disability. Abuse of sick leave shall further be cause for discipline. If an employee has no sick leave to use, they shall use other accrued time off before going unpaid.

Section F. Sick Leave Release

An employee who is sick or temporarily disabled for five (5) or more consecutive work shifts may be required at the City's discretion to secure and submit a "Return to Duty" form signed by a physician certifying that s/he is fit to return to work. This release, where required, must be submitted to the Department Director before the employee will be permitted to return to work. The Director of Human Resources may also require, at his/her discretion, that an employee take a medical physical in conjunction with the above sick leave procedure.

Section G. Separation from Service

1. Employees shall be paid compensation for any accumulation of sick leave hours upon the following occurrences:
 - a) Upon written notice two (2) weeks in advance of the resignation or retirement of an employee. Said notice may be waived at the discretion of the Director of Human Resources.
 - b) Upon death of any employee. In such case, the payment of any unused accumulation shall be made to the employee's estate.

Compensation shall be paid at the employee'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 hours and up to the maximum accumulation of 864 shall be paid at one hundred percent (100%) of the employee's regular straight-time hourly rate of pay in effect at the time of separation. The parties acknowledge the provisions of Ill. Rev. Stat., 1989, Ch. 108 1/2, para. 7-139(8) concerning retirement credits for accumulated sick leave, and desire that all eligible employees are advised of such credits as part of the separation process.

2. An employee who resigns or retires without providing said two (2) week advance written notice shall be compensated for all accumulated sick leave hours at fifty percent (50%) of his/her regular straight-time hourly rate of pay in effect at the time of separation.
3. An employee who is discharged or resigns in lieu of being discharged shall receive no paid compensation for accumulated sick leave hours.
4. Employees may elect, in writing, to retain eight (8) hours of sick leave to be included toward IMRF service credit at the time the employee declares the intent to retire. The ability to retain such credit shall be consistent with practices allowable under state laws and IMRF regulations.

Section H. On-the-Job Injury

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

An employee injured during working hours shall report the injury immediately to his/her supervisor, and no later than twenty-four (24) hours following the injury. Persons seriously injured shall be taken to the nearest hospital or medical offices where arrangements have been made for City employees. Employees have the right to seek medical evaluation from their preferred provider if they so choose. Eye injuries may be treated by a designated physician; The employee's

immediate supervisor/manager shall complete the city approved injury report provided however, the employee shall be present, when injury reports are completed, and shall have the right to review the completed injury report.

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

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

Section I. Modified Duty

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 Human Resources Department, through a form provided by the Department, s/he may be required to do so.

ARTICLE 11 **LEAVES OF ABSENCE**

Section A. Paid Leaves of Absence

Bereavement Leave

In the event of death in the immediate family of an employee (spouse, domestic partner, parents, children, step-parent, step-children, legal dependents, brother, sister, grandchildren, grandparents or spouse's grandparents, mother-in-law, father-in-law,), the employee shall be granted three (3) working days leave of absence with full pay. The Director of Human Resources may request proof of funeral attendance.

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

Additional days may be granted in case of death depending upon travel distance from the City. Additional days may be granted depending on circumstances documented in writing and approved by the Director of Human Resources. It is the intent of this provision to allow the employee, if required, to handle funeral arrangements and attend the funeral or memorial service in lieu of a funeral of listed immediate family members. The Human Resources Department may require proof of attendance at the funeral or memorial service.

An employee shall be granted four (4) hours off with pay to serve as a pallbearer for a deceased past or current employee of the City.

Serious Illness or Surgery

In the event of serious illness or surgery of an employee's spouse, children, legal foster children or parents, the employee will be granted up to five (5) working days of leave of absence with pay in any one calendar year. Such leave approval shall be predicated upon comprehensive

documentation on a form provided by the Employer from the patient's physician and must be approved by both the Department Director and the Director of Human Resources.

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 the purpose of this subsection, upon the adoption of a child, the employee will be granted six (6) workdays paid leave. In addition, upon submission of proper documentation to Human Resources said employee may be granted up to an additional five (5) days of maternity leave for international adoptions.

Paternity Leave

The employee will be granted six (6) workdays of paid paternity leave. Such leave shall be taken immediately upon either initiation of labor or birth of child. For the purpose of this subsection, such leave may be also taken immediately upon the adoption of a child. In addition, upon submission of proper documentation to Human Resources said employee may be granted up to an additional five (5) days of paternity leave for international adoptions.

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 or when they are subpoenaed to appear in court in a proceeding which involves their official city duties. To receive said compensation, said employee must upon notification of jury duty, inform their supervisor of the dates they may be required to serve; upon confirmation that said employee must serve, s/he must notify his/her supervisor. Upon completion of jury duty or court appearance involving official City duties, the employee must submit to the Human Resources Department the amount of jury service fees received.

Military Service

Both parties acknowledge and agree that the Employer will follow Federal and State law and City ordinance regarding employees ordered to temporary or permanent military duty, and the extent to which leave is paid shall be governed by such laws.

Elections

If an employee votes on election day, the employee will be given time to vote in accordance with Illinois law.

Section B. Unpaid Leaves of Absence

1. Reasonable Purpose

Unpaid Leaves of absence for a limited period up to six (6) months may be granted upon application. The application shall state the reason for the proposed unpaid leave of absence and the time off the employee desires. An unpaid leave of absence may be further extended beyond six (6) months when necessity requires. The approval of the unpaid leave request, and any extension thereof, shall be determined by the Employer.

2. **Return to Work**

Upon termination of such leave of absence, the employee may be returned to former position or equivalent, if available. If there are no openings at that time, s/he shall be placed on a reemployment list for a period of two (2) years.

3. **Family Medical Leave Act (FMLA)**

The City complies with the requirements of the Federal Law for Family and Medical Leave (FMLA).

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

- Birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly placed child. Leave for bonding is only available in a single block of time for one year following a child's birth or placement.
- Your own serious health condition
- To care for your family member due to a serious health condition. Your family member is your spouse, parent, child under 18 or a child 18 years or older and incapable of self-care because of a mental or physical disability.
- A qualifying exigency arising out of the fact that your family member is on covered active duty or has been notified of an impending call or order to covered active duty status. Your family member on covered active duty is your spouse, parent or child of any age.
- You are needed to care for your family member who is a covered servicemember with a serious injury or illness. You are the servicemember's spouse, parent, child or next of kin:

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include in loco parentis relationships in which a person assumes the obligations of a parent to a child.

An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary; however the employer has the right to request documentation to prove the relationship between "child" and "parent".

The City may direct the employee to provide medical certification of a serious health condition, qualifying exigency, or serious injury or illness.

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

The City shall run FMLA leave, for qualifying events, concurrently with paid and/or unpaid time off. The City may not penalize an employee for use of leave under the Family Medical Leave Act.

ARTICLE 12

TUITION REIMBURSEMENT

Section A. Tuition Reimbursement

The City currently provides 50% of tuition reimbursement toward individual courses, associates, bachelor and master degrees to the extent budgetary constraints allow.

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

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

1. That adequate funding is available to make the reimbursement as herein provided.
2. That the course(s) are related to the employee's job duties and would enhance the employee's level of performance.
3. That the employee has performed satisfactorily in the department for at least twelve (12) continuous months prior to making the request.
4. That the employee signs an employment agreement which provides for repayment of tuition should s/he leave prior to one (1) year after completing the course(s) approved.

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

Section B. Reimbursement of Dues

Subject to budgetary constraints, an employee may request reimbursement of professional organization dues not to exceed \$100.00 per employee, per year; provided, however, that such organizations are directly related to the employee's current job skills and that all mailings from such organizations are received at the place of employment. Approval/denial of such reimbursement requests shall be made by the appropriate Department/Division/Bureau Head.

Section C. Technical Training

Subject to budgetary constraints, the City will provide Employees with opportunities for technical training to enhance and update their skills relevant to their role within the City. Such training may include, but is not limited to, workshops, courses, certifications, and other technical development programs. The City decision on courses, certifications, and programs shall not be subject to the grievance and arbitration provisions of this agreement.

Section D. Training Pay

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

ARTICLE 13 **CLASSIFICATION & WAGES**

Section A. Wage Schedule

2024: Employees will receive a 3.50% increase, retroactive to 1-1-24, in accordance with Appendix A.

2025: Employees will receive a 4.00% increase, retroactive to 1-1-25, in accordance with Appendix A.

2026: Employees will receive a 4.00% increase, retroactive to 1-1-26, in accordance with Appendix A.

2027: Employees will receive a 4% increase.

The City reserves the right to start newly hired employees at steps other than Step 1 for the particular pay grade.

Retroactivity of Wages

The January 1, 2024 and January 1, 2025 salary increase shall be retroactive to January 1, 2024, and January 1, 2025, respectively, for all employees still on the active payroll on the date this Agreement is ratified by both parties, provided that any employee who retired or was promoted after January 1, 2024, but before this Agreement was ratified by both parties shall also be eligible to receive retroactive pay.

Section B. Longevity

Employees will be eligible for the following longevity added to their gross wage effective the first payroll period following their anniversary:

Years	Percentage
10 completed years	1.00%

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

Section C. Merit Increase

The parties mutually agree that, notwithstanding the schedule attached hereto and made a part hereof as Appendix A, the City shall have the privilege of raising the salary of any employee one pay step within the same grade indicated by his/her present classification, based on written documentation of Department Head or his/her designee.

Section D. Increase Retention

The City shall have the right to retain any employee in his/her existing pay step past the date when the next step would otherwise become effective, in accordance with a merit evaluation system formulated by the Department of Human Resources.

A retention in pay step past the anniversary date shall not last longer than ninety (90) days and shall not be unreasonably declared. The retention shall be reported to the union in advance, and if the union disagrees, it may make its objection through the grievance procedure.

Section E. Pay Period

The wage of employees shall be paid every two (2) weeks. In the event this day is a holiday, the preceding day shall be the payday.

Section F. Health Club Reimbursement

The City shall pay up to a maximum of \$300.00 per calendar year toward a membership in a health/exercise club or fitness membership requiring the employee's purchase of a fitness machine providing live class options. The City shall reimburse the employee upon presentation of a receipt payment to the administrative person in their Department/Division. The Human Resources Department shall oversee this program.

Section G. Life Insurance

Employees are covered by a group life insurance policy as follows:

<u>Policy Amount on Employee</u>	
Current or Active Employees.....	One times the employee's annual base salary
Retirees.....	\$5,000 until age sixty-five (65)

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

ARTICLE 14

DISCIPLINE AND DISCHARGE

Section A. Definition

The City agrees with the tenets of progressive and corrective discipline. The employer reserves the right to skip steps depending on the seriousness of the employee's misconduct. Disciplinary action or measures shall include the following:

- a. Oral Reprimand (notice to be given in writing)
- b. Written Reprimand (notice to be given in writing)
- c. Suspension (notice to be given in writing)
- d. Discharge (notice to be given in writing)

The City shall not discipline any post-probationary employee without just cause. Disciplinary action, if warranted, shall be imposed within a reasonable time after the City is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. Absenteeism for three (3) consecutive working days without notification to the department head or designee through any approved method may be cause for disciplinary action up to and including termination.

Section B. Suspension/Administrative Leave

The City may suspend an employee for up to thirty (30) calendar days pending the decision whether or not to discharge the employee and such actions shall not be subject to the grievance and arbitration provisions of this Agreement, provided that suspension is with pay. If suspension pending discharge is replaced by another disciplinary action, written notice will be issued and such action may be subject to the grievance and arbitration procedure.

If an employee is criminally charged with any felony, or charged with any crime relating to that employee's work obligations regardless of whether it is a felony or misdemeanor, the employee shall be placed on unpaid administrative leave pending resolution of the criminal case.

Section C. Right to Union Representation

Any employee shall be entitled to the presence of a Union representative at disciplinary meetings and investigatory meetings, if s/he requests one and if the employee has reasonable grounds to believe that the interview may be used to support discipline against him/her.

Section D. Pre-Disciplinary Hearings and Means of Disciplinary Action

Prior to imposing the contemplated measure of discipline, with the exception of oral and written reprimands, the City shall meet with the employee involved and inform him/her of the reason for such contemplated action. The employee and the Union shall be given the opportunity to rebut and if so requested, the City shall clarify, to the extent possible, the reasons for such contemplated action. The employee and/or the Union shall be given five (5) business days following the pre-disciplinary hearing to prepare and submit his/her rebuttal to any charge.

Section E. Any Discipline So Removed

Upon review of file or upon written request of employee, oral and written reprimands will be removed from an employee's personnel file(s), after two (2) years, if there has been no discipline in the interim. Such disciplines shall not apply to future progressive disciplinary measures. Upon request an employee may examine his/her personnel file.

ARTICLE 15 **GRIEVANCE AND ARBITRATION**

It is understood that:

1. Oral and written reprimands may be pursued through the grievance procedure but are not arbitrable.
2. Suspensions and discharge shall be subject to both grievance and arbitration.
3. If a grievance is not appealed to the next step of the grievance procedure within the specified time limit or such other additional period of time as mutually agreed to by the parties, then it shall be considered and treated as a withdrawn grievance.

Provided, however, that the preceding provisions of this article shall not apply or be available to new probationary employees during their initial probationary period.

Section A. Grievance Procedure

A grievance is defined as any difference of opinion, complaint or dispute between the City and the Union or any employee with respect to the application, meaning or interpretation of the terms and provisions of this Agreement.

Grievances may be processed by an employee or by the Union on behalf of any employee. The employee is entitled to representation by a member of the Grievance Committee or Union Steward at each step of the grievance procedure. A Union staff representative may be present at any meeting related to a grievance.

A grievance or dispute which may arise between the parties shall be settled in the following manner:

STEP I: The grievant, with or without their Union Steward, shall orally raise the grievance with the employee's immediate supervisor within seven (7) calendar days of its occurrence, shall make an earnest and honest effort to resolve the grievance in the most expeditious, harmonious and cooperative manner possible. The supervisor shall give his/her oral answer to the grievance within seven (7) calendar days thereafter.

If the answer is not acceptable, the grievance shall be reduced to writing, filed by the employee on a Grievance Form supplied by the Union, and submitted to the supervisor within seven (7) calendar days from the date of the Supervisor's verbal answer.

The written grievance shall contain a statement of the grievant, the sections of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant or Union Steward.

The immediate supervisor shall review the written grievance and file a written response within seven (7) calendar days after receipt of the grievance.

STEP II: If the grievance has not been settled, it shall be presented in writing by the Union Steward to the Department Head within seven (7) calendar days after the Supervisor's response is due. The Department Head shall respond to the Union Steward in writing within fourteen (14) calendar days after receipt of the grievance.

STEP III: If the grievance has not been settled, it shall be submitted in writing by the Union to the Human Resources Department within fourteen (14) calendar days after the response of the Department Head is due or given to the Union, whichever is earliest. Within fourteen calendar days after the grievance has been so submitted, a meeting shall be scheduled between the Human Resource Department and no more than two (2) elected representatives of the Union. The grieving employee shall attend at the request of either the Human Resource Department or the Union representatives. The City shall respond in writing to the Union representatives within seven (7) calendar days after said meeting.

Should the city representative refuse to accept a grievance at steps one or two, the grievance shall automatically advance to the next step.

Section B. Arbitration

The provisions of this Section shall only apply to grievances which involve the application or interpretation of this Agreement. If such a grievance remains unsettled, the Union may, within ten (10) calendar days after receipt of the response at Step III, request arbitration by providing written notice of same to the Employer. The request for arbitration may be extended upon mutual agreement.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Union within thirty (30) calendar days after notice has been given. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five arbitrators. Arbitrators must have a principal residence-office in Illinois. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator. If none of the names submitted satisfy either party, each party may reject the panel and request a new one, no more than once per arbitration referred to in the paragraph above. The parties to this Agreement may mutually agree to elect to use the expedited arbitration procedures of the American Arbitration Association.

The arbitrator shall act in a judicial, not legislative capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. S/he shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to him/her. In the event the arbitrator finds a violation of the terms of this Agreement, s/he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The decision shall be based solely upon his/her interpretation of the meaning or application of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding; further, the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument. The Parties may extend this time frame by agreement.

Expenses for the arbitrator's services and proceedings shall be borne equally by the City and the Union. However, each party shall be responsible for compensation for its own representatives and witnesses. If either party desires a verbatim record of the proceeding, it may cause such a record to be made at its expense, and the parties shall bear equally the cost of the copy to be furnished to the arbitrator. The time limit in each step may be extended by mutual written agreement of the Department and the Union representatives involved in each Step.

Section C. Grievance Committees

Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of employees selected as stewards and the names of other union representatives who may represent employees shall be certified in writing to the City by the local Union, and the individuals so certified shall constitute the Union Grievance Committee.

All grievance committee meetings shall be held during working hours.

The purpose of Grievance Committee Meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the department head other issues which would improve the relationship between the parties.

Section D. Expedited Grievances

A termination-discharge grievance will be filed at Step III.

ARTICLE 16 **GENERAL PROVISIONS**

Section A. Bulletin Boards

The City agrees to provide one (1) bulletin board at a location at City Hall determined by the City, containing the following postings:

1. Notices of Union Meetings.

2. Notices of Union elections and the result where they pertain to the City's employees.
3. Notices of Union recreational and social events.
4. Other notices concerning Union affairs which are not political or controversial in nature.

All other notices prior to being posted shall be submitted to the City for its approval.

All notices including those posted by the Union as provided herein and those posted by the City shall not be mutilated, destroyed or defaced by the employees. If same should occur, the affected employee shall be subject to disciplinary action.

The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the City, of the City's officers, agents, supervisors, employees, departments or subdivisions nor shall such notices be derogatory or critical of the services, techniques or methods of the City.

There shall be no other general distribution or posting by employees or the Union, of pamphlets, advertising or political matters, notices or any kind of literature upon the City's premises other than as herein provided.

Section B. Seniority Lists and Personnel Transactions

The City and the Union agree to comply with the Illinois Public Labor Relations Act as amended by Public Act 101-0620.

Section C. Inspection of Personnel File

Upon written request by an employee, the City shall permit an employee to inspect his personal file pursuant to the Review of Personnel Records Act; provided; however, such inspection requires that a minimum of 48 hours' notice be provided to the Human Resources Department.

ARTICLE 17 **UNION BUSINESS – DURING WORKDAY**

Up to two (2) Union representatives who are designated in writing by the Union may engage in the following activities during the work day, provided such activities do not impede normal operations:

1. Attend negotiating meetings with the City;
2. Transmit communications authorized by the local Union and/or its officers to the City or its representatives. Union communications shall take as little time as necessary unless otherwise approved by management.
3. Consult with the City or his/her representative or other Union officers concerning the enforcement of any provisions of this Agreement.
4. Accredited representatives of the Union who are not employees of the City shall be granted permission to talk to Union officers and their representatives during working hours at times approved by the City. However, the visitor or visitors must inform the supervisor and/or

Director of the department that s/he wishes to talk with Union employees. This is not to be construed to apply to meetings of less than fifteen (15) minutes in duration.

Employees will be directed by the Union to adjust problems through the designated union stewards and representatives.

ARTICLE 18

GROUP INSURANCE

Section A. Employees

The City presently has in force a complete group life and hospitalization insurance program, including City Comprehensive Medical Plan and an HMO covering all bargaining unit employees and their dependents which coverage provides benefits that are effective the first day of the month following the commencement of full-time employment. With respect thereto, the City agrees to pay premiums thereon, except as provided below.

Other Plan Alternatives:

Nothing in this Agreement shall prevent the City from offering employees an optional alternative medical insurance plan with varying levels of benefits, deductibles and co-pays so long as the City continues to offer a group medical program substantially similar to that provided to regular, non-exempt and exempt full-time unrepresented City employees.

Eligible employees shall pay the following, prorated by payroll period, toward the premium for City/HMO health insurance coverage in accordance with their chosen tier of coverage. Such premium amounts will be payable each pay period.

HMO

Employee	20% of prevailing premium
Employee + Child	20% of prevailing premium
Employee + Spouse	20% of prevailing premium
Employee + Family	20% of prevailing premium

PPO, EPO, POS, HDHP or Indemnity

Employee	20% of prevailing premium
Employee + Child	20% of prevailing premium
Employee + Spouse	20% of prevailing premium
Employee + Family	20% of prevailing premium

Section B. Value HSA (HDHP)

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

Employees that elect to participate in Value HSA (HDHP) and open a Health Savings Account

(HSA) will receive a City contribution in the amount listed below:

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

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

Section C. Opt Out

The City will permit any or all employees to opt out, during open enrollment or as a result of a life change, of the City Plan 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 a City/HMO insurance, the City will pay such an employee the amount of two hundred fifty dollars (\$250) 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.

Section D. Section 125

In consideration for the contributions made by employees toward health insurance premiums, the City shall maintain in effect a plan to exclude such payments for health benefits from their gross income pursuant to Title 26 USC §125. In the event such option is not made available, the percentage amount of the contribution to be paid by employees shall be reduced by .5% of their annual base salary.

Section E. Continued Health Coverage

The City shall provide continued health coverage under the provisions of P.L. 99-272, Consolidated Omnibus Budget Reconciliation Act, (COBRA), subject to current federal law and any amendments which may be annexed thereto. Provided, however, it is the responsibility of the employee to make application for such.

Section F. Disabled Employee Continued Health Coverage

The group insurance coverage provided herein shall be made available at the current retiree rate, as adjusted from time to time, to any disabled employee who is granted statutory disability pension. Every six (6) months, eligible disabled employees may be requested to sign an affidavit stating that they have not been eligible for medical benefits as a result of any new employment during the preceding six (6) months.

Section G. Compliance with Health Care Legislation

1. Nothing herein shall limit the right of the City to make any and all changes it deems necessary in order for the insurance it provided pursuant to this Agreement to comply with the

Affordable Care Act (“ACA”) and other state, federal or local insurance and/or health care reform legislation.

2. The parties recognize that if the ACA’s “Cadillac Tax” (the excise tax on high cost employer sponsored coverage) is implemented, such tax will likely have a very high cost impact on the City. Accordingly:
 - a. the parties agree to meet and discuss at the City’s request for purposes of reviewing the potential impact of the Cadillac Tax as more information becomes available; and
 - b. the parties further agree that the Cadillac Tax impact will be a priority consideration at the next round of bargaining.

Section H. Notice of Changes Pursuant to Subsection A or F; Meet and Confer

In the event the City determines to institute changes in accordance with subsections A or F above, the City shall provide the Union Board with at least forty-five (45) days written advance notice of the changes. At the Union Board’s request, the City and Union will meet and confer during the next fifteen (15) days to discuss the reason for the City’s proposed action. Any such change shall not be subject to the Grievance/Arbitration procedures.

Section I. Retired Employees Eligibility for Personal Insurance

Any employee retiring from the City shall be eligible for health insurance under the City’s group health insurance program. For purposes of this Section “retiring” shall mean that time in which the employee ceases employment with the City by giving timely written notice of his/her chosen date of retirement and the employee is eligible to draw retirement/pension benefits from the Illinois Municipal Retirement Fund. 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 on or after January 1, 2010 are as follows:

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

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

Section J. Dental Insurance

The City also agrees to offer to the employees covered herein, the same dental coverage as it offers to other City employees. For dental insurance only, employees shall pay the same contribution towards premium costs, if any, for such coverage as is paid by other City employees.

ARTICLE 19 **SAVINGS PROVISION**

If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable valid federal or state law, including the State Statutes which govern the City’s form of government, Civil Service and City Ordinances, such term or provision shall continue in effect only to the extent permitted by such law, provided that such articles or parts of

articles cannot be amended to be applied and valid under federal and/or state laws. If, at any time thereafter, such term or provision is no longer in conflict with any federal or state law, such term or provision, as originally embodied in this Agreement, shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

ARTICLE 20

NO STRIKES – NO LOCKOUT

The Union 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 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 City. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 21

EFFECT OF AGREEMENT

The City and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Accordingly, the City and Union hereby understand and agree that:

1. This Agreement embodies the complete and final understanding reached by the parties as to the wages, hours, and terms and conditions of employment for employees covered by this Agreement.
2. Should there exist a conflict between Civil Service rules and regulations and this collective bargaining agreement, this collective bargaining agreement shall prevail.
3. This Agreement may not be supplemented or amended during its term except by the written, mutual agreement of the City and the Union.
4. The Union agrees that the City shall not be obligated to bargain collectively with the Union during the term of this Agreement with respect to any matter that has already been bargained, or was contemplated for bargaining, in the course of reaching this agreement. The terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
5. Whenever the male pronoun or adjective is used in this Agreement, it shall be construed

to include the female unless otherwise specified.

ARTICLE 22

EQUAL RESPONSIBILITY

The parties acknowledge that the terms contained in this Agreement are the result of full, frank and arms-length negotiations between the parties. Accordingly, the parties assume equal responsibility for the inclusion of each and every provision in this Agreement.

ARTICLE 23

LABOR MANAGEMENT MEETINGS

A joint Labor-Management Committee shall be established, such Committee to be composed of representatives each for both the Union and the City, with these representatives to be selected and designated by the Union and the City.

The Committee may for the purpose of discussing and attempting to resolve problems of common interest to the parties; thereby building a climate of mutual understanding and respect. The Union or the City shall submit an agenda setting forth the proposed subject matters to be discussed. Union committee members shall be granted time off with pay to attend the labor-management meetings.

ARTICLE 24

TERM OF AGREEMENT

This Agreement shall be effective as of January 1, 2024 and shall remain in full force and effect until midnight December 31, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given negotiations shall begin no later than ninety (90) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. Negotiations shall be considered to continue during any period while the parties have agreed to submit disputes or new agreements to mediation by such State or Federal Mediation Agency as may be agreed upon.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ninety (90) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

FOR THE CITY OF AURORA, IL

Mayor

City Clerk

**FOR METROPOLITAN ALLIANCE
OF POLICE CHAPTER # 525**

APPENDIX A
2024 WAGE SCHEDULE

The following schedule of hourly base pay rates shall take effect retroactively to the first payroll paid on or after January 2024, which represents an approximate 3.5% increase over the previous wage agreement. Retroactivity shall be in accordance with the terms articulated in Article 13, Section A. “Retroactivity of Wages”.

STEP														
TITLE	GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13
GIS PROJECT ASSISTANT	T13	\$30.02	\$30.75	\$31.54	\$32.32	\$33.10	\$33.95	\$34.80	\$35.70	\$36.56	\$37.46	\$38.44	\$39.40	\$40.39
SUPPORT DESK ENGINEER I	T14	\$33.55	\$34.39	\$35.24	\$36.13	\$37.01	\$37.99	\$38.94	\$39.89	\$40.90	\$41.90	\$42.97	\$44.03	\$45.16
IT PROJECT ADMINISTRATOR	T14	\$33.55	\$34.39	\$35.24	\$36.13	\$37.01	\$37.99	\$38.94	\$39.89	\$40.90	\$41.90	\$42.97	\$44.03	\$45.16
DATA ANALYST I	T15	\$37.75	\$38.70	\$39.66	\$40.67	\$41.68	\$42.75	\$43.81	\$44.93	\$46.05	\$47.23	\$48.40	\$49.64	\$50.86
SUPPORT DESK ENGINEER II	T15	\$37.75	\$38.70	\$39.66	\$40.67	\$41.68	\$42.75	\$43.81	\$44.93	\$46.05	\$47.23	\$48.40	\$49.64	\$50.86
NETWORK ENGINEER I	T15	\$37.75	\$38.70	\$39.66	\$40.67	\$41.68	\$42.75	\$43.81	\$44.93	\$46.05	\$47.23	\$48.40	\$49.64	\$50.86
SYSTEM ANALYST I	T15	\$37.75	\$38.70	\$39.66	\$40.67	\$41.68	\$42.75	\$43.81	\$44.93	\$46.05	\$47.23	\$48.40	\$49.64	\$50.86
TELECOMMUNICATIONS ENGINEER	T15	\$37.75	\$38.70	\$39.66	\$40.67	\$41.68	\$42.75	\$43.81	\$44.93	\$46.05	\$47.23	\$48.40	\$49.64	\$50.86
GIS ANALYST	T15	\$37.75	\$38.70	\$39.66	\$40.67	\$41.68	\$42.75	\$43.81	\$44.93	\$46.05	\$47.23	\$48.40	\$49.64	\$50.86
DATA ENGINEER	T16	\$42.97	\$44.03	\$45.16	\$46.26	\$47.44	\$48.62	\$49.87	\$51.09	\$52.36	\$53.65	\$55.01	\$56.40	\$57.82
NETWORK ENGINEER II	T16	\$42.97	\$44.03	\$45.16	\$46.26	\$47.44	\$48.62	\$49.87	\$51.09	\$52.36	\$53.65	\$55.01	\$56.40	\$57.82
SYSTEM ANALYST II	T16	\$42.97	\$44.03	\$45.16	\$46.26	\$47.44	\$48.62	\$49.87	\$51.09	\$52.36	\$53.65	\$55.01	\$56.40	\$57.82
GIS ANALYST II	T16	\$42.97	\$44.03	\$45.16	\$46.26	\$47.44	\$48.62	\$49.87	\$51.09	\$52.36	\$53.65	\$55.01	\$56.40	\$57.82
DATA ANALYST II	T16	\$42.97	\$44.03	\$45.16	\$46.26	\$47.44	\$48.62	\$49.87	\$51.09	\$52.36	\$53.65	\$55.01	\$56.40	\$57.82
SYSTEM ANALYST III	T17	\$49.07	\$50.30	\$51.52	\$52.83	\$54.16	\$55.50	\$56.91	\$58.32	\$59.76	\$61.29	\$62.79	\$64.37	\$65.99
NETWORK ENGINEER III	T17	\$49.07	\$50.30	\$51.52	\$52.83	\$54.16	\$55.50	\$56.91	\$58.32	\$59.76	\$61.29	\$62.79	\$64.37	\$65.99

APPENDIX A 2025 WAGE SCHEDULE

The following schedule of hourly base pay rates shall take effect retroactively to the first payroll paid on or after January 2025, which represents an approximate 4% increase over the previous wage agreement. Retroactivity shall be in accordance with the terms articulated in Article 13, Section A. “Retroactivity of Wages”.

STEP														
TITLE	GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13
GIS PROJECT ASSISTANT	T13	\$31.22	\$31.98	\$32.80	\$33.61	\$34.42	\$35.31	\$36.19	\$37.13	\$38.02	\$38.96	\$39.98	\$40.98	\$42.01
SUPPORT DESK ENGINEER I	T14	\$34.89	\$35.77	\$36.65	\$37.58	\$38.49	\$39.51	\$40.50	\$41.49	\$42.54	\$43.58	\$44.69	\$45.79	\$46.97
IT PROJECT ADMINISTRATOR	T14	\$34.89	\$35.77	\$36.65	\$37.58	\$38.49	\$39.51	\$40.50	\$41.49	\$42.54	\$43.58	\$44.69	\$45.79	\$46.97
DATA ANALYST I	T15	\$39.26	\$40.25	\$41.25	\$42.30	\$43.35	\$44.46	\$45.56	\$46.73	\$47.89	\$49.12	\$50.34	\$51.63	\$52.89
SUPPORT DESK ENGINEER II	T15	\$39.26	\$40.25	\$41.25	\$42.30	\$43.35	\$44.46	\$45.56	\$46.73	\$47.89	\$49.12	\$50.34	\$51.63	\$52.89
NETWORK ENGINEER I	T15	\$39.26	\$40.25	\$41.25	\$42.30	\$43.35	\$44.46	\$45.56	\$46.73	\$47.89	\$49.12	\$50.34	\$51.63	\$52.89
SYSTEM ANALYST I	T15	\$39.26	\$40.25	\$41.25	\$42.30	\$43.35	\$44.46	\$45.56	\$46.73	\$47.89	\$49.12	\$50.34	\$51.63	\$52.89
TELECOMMUNICATIONS ENGINEER	T15	\$39.26	\$40.25	\$41.25	\$42.30	\$43.35	\$44.46	\$45.56	\$46.73	\$47.89	\$49.12	\$50.34	\$51.63	\$52.89
GIS ANALYST	T15	\$39.26	\$40.25	\$41.25	\$42.30	\$43.35	\$44.46	\$45.56	\$46.73	\$47.89	\$49.12	\$50.34	\$51.63	\$52.89
DATA ENGINEER	T16	\$44.69	\$45.79	\$46.97	\$48.11	\$49.34	\$50.56	\$51.86	\$53.13	\$54.45	\$55.80	\$57.21	\$58.66	\$60.13
NETWORK ENGINEER II	T16	\$44.69	\$45.79	\$46.97	\$48.11	\$49.34	\$50.56	\$51.86	\$53.13	\$54.45	\$55.80	\$57.21	\$58.66	\$60.13
SYSTEM ANALYST II	T16	\$44.69	\$45.79	\$46.97	\$48.11	\$49.34	\$50.56	\$51.86	\$53.13	\$54.45	\$55.80	\$57.21	\$58.66	\$60.13
GIS ANALYST II	T16	\$44.69	\$45.79	\$46.97	\$48.11	\$49.34	\$50.56	\$51.86	\$53.13	\$54.45	\$55.80	\$57.21	\$58.66	\$60.13
DATA ANALYST II	T16	\$44.69	\$45.79	\$46.97	\$48.11	\$49.34	\$50.56	\$51.86	\$53.13	\$54.45	\$55.80	\$57.21	\$58.66	\$60.13
SYSTEM ANALYST III	T17	\$51.03	\$52.31	\$53.58	\$54.94	\$56.33	\$57.72	\$59.19	\$60.65	\$62.15	\$63.74	\$65.30	\$66.94	\$68.63
NETWORK ENGINEER III	T17	\$51.03	\$52.31	\$53.58	\$54.94	\$56.33	\$57.72	\$59.19	\$60.65	\$62.15	\$63.74	\$65.30	\$66.94	\$68.63

APPENDIX A 2026 WAGE SCHEDULE

The following schedule of hourly base pay rates shall take effect retroactively to the first payroll paid on or after January 2026, which represents an approximate 4% increase over the previous wage agreement.

STEP														
TITLE	GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13
GIS PROJECT ASSISTANT	T13	\$32.47	\$33.26	\$34.11	\$34.95	\$35.80	\$36.72	\$37.64	\$38.62	\$39.54	\$40.52	\$41.58	\$42.62	\$43.69
SUPPORT DESK ENGINEER I	T14	\$36.29	\$37.20	\$38.12	\$39.08	\$40.03	\$41.09	\$42.12	\$43.15	\$44.24	\$45.32	\$46.48	\$47.62	\$48.85
IT PROJECT ADMINISTRATOR	T14	\$36.29	\$37.20	\$38.12	\$39.08	\$40.03	\$41.09	\$42.12	\$43.15	\$44.24	\$45.32	\$46.48	\$47.62	\$48.85
DATA ANALYST I	T15	\$40.83	\$41.86	\$42.90	\$43.99	\$45.08	\$46.24	\$47.38	\$48.60	\$49.81	\$51.08	\$52.35	\$53.70	\$55.01
SUPPORT DESK ENGINEER II	T15	\$40.83	\$41.86	\$42.90	\$43.99	\$45.08	\$46.24	\$47.38	\$48.60	\$49.81	\$51.08	\$52.35	\$53.70	\$55.01
NETWORK ENGINEER I	T15	\$40.83	\$41.86	\$42.90	\$43.99	\$45.08	\$46.24	\$47.38	\$48.60	\$49.81	\$51.08	\$52.35	\$53.70	\$55.01
SYSTEM ANALYST I	T15	\$40.83	\$41.86	\$42.90	\$43.99	\$45.08	\$46.24	\$47.38	\$48.60	\$49.81	\$51.08	\$52.35	\$53.70	\$55.01
TELECOMMUNICATIONS ENGINEER	T15	\$40.83	\$41.86	\$42.90	\$43.99	\$45.08	\$46.24	\$47.38	\$48.60	\$49.81	\$51.08	\$52.35	\$53.70	\$55.01
GIS ANALYST	T15	\$40.83	\$41.86	\$42.90	\$43.99	\$45.08	\$46.24	\$47.38	\$48.60	\$49.81	\$51.08	\$52.35	\$53.70	\$55.01
DATA ENGINEER	T16	\$46.48	\$47.62	\$48.85	\$50.03	\$51.31	\$52.58	\$53.93	\$55.26	\$56.63	\$58.03	\$59.50	\$61.01	\$62.54
NETWORK ENGINEER II	T16	\$46.48	\$47.62	\$48.85	\$50.03	\$51.31	\$52.58	\$53.93	\$55.26	\$56.63	\$58.03	\$59.50	\$61.01	\$62.54
SYSTEM ANALYST II	T16	\$46.48	\$47.62	\$48.85	\$50.03	\$51.31	\$52.58	\$53.93	\$55.26	\$56.63	\$58.03	\$59.50	\$61.01	\$62.54
GIS ANALYST II	T16	\$46.48	\$47.62	\$48.85	\$50.03	\$51.31	\$52.58	\$53.93	\$55.26	\$56.63	\$58.03	\$59.50	\$61.01	\$62.54
DATA ANALYST II	T16	\$46.48	\$47.62	\$48.85	\$50.03	\$51.31	\$52.58	\$53.93	\$55.26	\$56.63	\$58.03	\$59.50	\$61.01	\$62.54
SYSTEM ANALYST III	T17	\$53.07	\$54.40	\$55.72	\$57.14	\$58.58	\$60.03	\$61.56	\$63.08	\$64.64	\$66.29	\$67.91	\$69.62	\$71.38
NETWORK ENGINEER III	T17	\$53.07	\$54.40	\$55.72	\$57.14	\$58.58	\$60.03	\$61.56	\$63.08	\$64.64	\$66.29	\$67.91	\$69.62	\$71.38

APPENDIX A
2027 WAGE SCHEDULE

The following schedule of hourly base pay rates shall take effect retroactively to the first payroll paid on or after January 2027, which represents an approximate 4% increase over the previous wage agreement.

STEP														
TITLE	GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13
GIS PROJECT ASSISTANT	T13	\$33.77	\$34.59	\$35.47	\$36.35	\$37.23	\$38.19	\$39.15	\$40.16	\$41.12	\$42.14	\$43.24	\$44.32	\$45.44
SUPPORT DESK ENGINEER I	T14	\$37.74	\$38.69	\$39.64	\$40.64	\$41.63	\$42.73	\$43.80	\$44.88	\$46.01	\$47.13	\$48.34	\$49.52	\$50.80
IT PROJECT ADMINISTRATOR	T14	\$37.74	\$38.69	\$39.64	\$40.64	\$41.63	\$42.73	\$43.80	\$44.88	\$46.01	\$47.13	\$48.34	\$49.52	\$50.80
DATA ANALYST I	T15	\$42.46	\$43.53	\$44.62	\$45.75	\$46.88	\$48.09	\$49.28	\$50.54	\$51.80	\$53.12	\$54.44	\$55.85	\$57.21
SUPPORT DESK ENGINEER II	T15	\$42.46	\$43.53	\$44.62	\$45.75	\$46.88	\$48.09	\$49.28	\$50.54	\$51.80	\$53.12	\$54.44	\$55.85	\$57.21
NETWORK ENGINEER I	T15	\$42.46	\$43.53	\$44.62	\$45.75	\$46.88	\$48.09	\$49.28	\$50.54	\$51.80	\$53.12	\$54.44	\$55.85	\$57.21
SYSTEM ANALYST I	T15	\$42.46	\$43.53	\$44.62	\$45.75	\$46.88	\$48.09	\$49.28	\$50.54	\$51.80	\$53.12	\$54.44	\$55.85	\$57.21
TELECOMMUNICATIONS ENGINEER	T15	\$42.46	\$43.53	\$44.62	\$45.75	\$46.88	\$48.09	\$49.28	\$50.54	\$51.80	\$53.12	\$54.44	\$55.85	\$57.21
GIS ANALYST	T15	\$42.46	\$43.53	\$44.62	\$45.75	\$46.88	\$48.09	\$49.28	\$50.54	\$51.80	\$53.12	\$54.44	\$55.85	\$57.21
DATA ENGINEER	T16	\$48.34	\$49.52	\$50.80	\$52.03	\$53.36	\$54.68	\$56.09	\$57.47	\$58.90	\$60.35	\$61.88	\$63.45	\$65.04
NETWORK ENGINEER II	T16	\$48.34	\$49.52	\$50.80	\$52.03	\$53.36	\$54.68	\$56.09	\$57.47	\$58.90	\$60.35	\$61.88	\$63.45	\$65.04
SYSTEM ANALYST II	T16	\$48.34	\$49.52	\$50.80	\$52.03	\$53.36	\$54.68	\$56.09	\$57.47	\$58.90	\$60.35	\$61.88	\$63.45	\$65.04
GIS ANALYST II	T16	\$48.34	\$49.52	\$50.80	\$52.03	\$53.36	\$54.68	\$56.09	\$57.47	\$58.90	\$60.35	\$61.88	\$63.45	\$65.04
DATA ANALYST II	T16	\$48.34	\$49.52	\$50.80	\$52.03	\$53.36	\$54.68	\$56.09	\$57.47	\$58.90	\$60.35	\$61.88	\$63.45	\$65.04
SYSTEM ANALYST III	T17	\$55.19	\$56.58	\$57.95	\$59.43	\$60.92	\$62.43	\$64.02	\$65.60	\$67.23	\$68.94	\$70.63	\$72.40	\$74.24
NETWORK ENGINEER III	T17	\$55.19	\$56.58	\$57.95	\$59.43	\$60.92	\$62.43	\$64.02	\$65.60	\$67.23	\$68.94	\$70.63	\$72.40	\$74.24

APPENDIX B

DRUG AND ALCOHOL TESTING POLICY

3.1 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 City established a drug and alcohol testing program that allows it to take the necessary steps, including drug and/or alcohol testing, and which establishes when, where, how and why an individual employee or applicant for employment may be tested, in order that the Employer may maintain a drug/alcohol free workplace and comply with applicable state, and federal law(s).

3.2 DEFINITION OF TERMS

Drug(s): Drugs are defined as 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, (such as those identified in Schedules I through V of Section 202 of the Controlled Substances Act 921 U.S.C. section 812) and as further defined and revised in federal regulation at 21 C.F. R. Part 1308, in particular section 1308.11-1308.15 and 21 C.F.R. Parts 1300.01 and 1310), for which the person tested does not submit a valid predated prescription. Thus, the term "drug(s)" includes both abused prescription medications 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. Drugs covered by this Policy, include, but are not necessarily limited to the following:

Opium	Methaqualone	Psilocybin-Psilocin
Morphine	Tranquilizer	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Cannabis/THC & CBD Oil	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Crack	Steroids
Synthetic opiates	Semisynthetic opiates	Hydrocodone
Oxycodone	Fentanyl	Oxymorphone
Methadone	Meperidine	Phencyclidine
Benzodiazepines	Methamphetamine	MDMA

Impairment: Impairment is defined as a condition in which the employee is unable to properly perform their duties due to the presumed effects of a drug and/or alcohol in their body. Where impairment exists or, in the case of alcohol is presumed pursuant to Section 7 hereof, incapacity for duty shall be presumed.

Drug Abuse: Drug abuse is defined as any controlled substance which has not been legally prescribed and/or dispensed, 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.

Designer Drug: 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.

Alcohol Abuse: Alcohol abuse is the use of alcohol on- or prior to duty, such that at any time during working hours, the level of alcohol indicated in Section 7 can be detected via blood/urine sample testing and thus the employee will be presumed to be impaired due to the use of alcohol.

Positive Test Results: Positive test result is 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 level specified in Sections 3.06 and 3.07.

On Duty/Workday: On duty/workday are normal working hours and includes "on call" and "standby" duty times, as well as overtime duty hours.

3.3 PROHIBITIONS

Employees shall be prohibited from:

1. Consuming or possessing illegal drugs or cannabis/THC at any time during or prior to the workday, on any of the Employer's premises or 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.
2. Possessing, using, selling, purchasing, manufacturing, distributing, or delivering any illegal drug or cannabis/THC during the workday. (The Employer does not condone the off-duty possession, use, sale, purchase, or delivery of any illegal drug by an employee and may discipline any employee who engages in such conduct, up to and including termination.)
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 3.07 can be detected as provided in Section 2(d).
4. 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 encouraged to provide such notice to their department head if such prescription drug might cause impairment while on duty.
5. Possession/Use of Medical Cannabis. If an employee is a Registered Qualifying Patient under the Compassionate Use of Medical Cannabis Pilot Program Act of Illinois, he or she may not possess, use or be impaired by the previous use of medical cannabis in any form during any work hours, regardless of their location on City property or other location.

An employee may not be impaired by medical cannabis during work hours to an extent that he or she is incapable of performing their assigned duties, as observed by a Human Resources representative, and based on objective and observable criteria. An employee who is suspected of possessing, using or being impaired by medical cannabis during work hours will be removed from City premises, pending an investigation and a decision on appropriate consequences that may include disciplinary action up to and including termination. A Registered Qualifying Patient who tests positive for cannabis may not be penalized solely for their status as a Registered Qualified Patient unless failing to do so would put the City in violation of federal law; or cause the City to lose a monetary or licensing-related benefit under federal law or rules.

Violation of these prohibitions will result in progressive disciplinary action, up to and including termination.

3.4 THE ADMINISTRATION OF TESTS

A. Informing Applicants and Employees Regarding Drug and Alcohol Testing

All employees and applicants for employment will be fully informed, in writing, of the Employer's drug and alcohol testing policy. Applicants for employment may undergo drug testing as part of the pre-hiring process. A clean drug test may be required before an offer of employment is extended. 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.

B. 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. A drug test may be required when an employee has been arrested or indicted for conduct involving illegal drug related activity, on- or off-duty.

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 Chief Human Resources Officer or designee must confirm the reasonable suspicion of drug or alcohol abuse. 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.

C. Reasonable Suspicion Standard

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

- a. Observable phenomenon, such as direct observation of use, possession, and/or the evidence of individual symptoms of impairment resulting from drug or alcohol abuse; and/or
- b. Information provided by an identifiable, reliable and credible source.

D. 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. 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 removed from duty and placed on paid leave pending the receipt of results.

3.5 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 ninety-six (96) 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). If any information concerning such testing or the results thereof be obtained inconsistent with the understanding expressed herein, the Employer 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. The testing, results and circumstances requiring the testing are confidential and will be held in the highest degree of confidence.

3.6 DRUG TESTING STANDARDS

A. Initial Screening Test Standards

The following initial immunoassay test cutoff levels shall be the DHHS or SAMHSA standards in 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/THC metabolites	50 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Opiate metabolites	2000 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/THC metabolite	15 ng/ml
Methadone	200 ng/ml
Methaqualone	200 ng/ml
Opiates	2000 ng/ml
Phencyclidine	25 ng/ml
Propoxyphene	200 ng/ml

B. Positive Test Exception for Medical Cannabis

A positive result for the presence of cannabis in the specimen of an employee who is a Registered Qualifying Patient shall not be grounds for disciplinary measures, unless the employee exhibits signs of impairment during work hours to an extent that he or she is incapable of performing their assigned duties, as observed by a Human Resources representative, and based on objective and observable criteria.

C. Changes in Test Standards

The cutoff levels and substances tested for as set forth above may be amended during the term of this agreement, based on newly adopted DHHS or SAMHSA screening and confirmatory standards.

D. 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 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.

3.7 ALCOHOL TESTING STANDARDS

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

3.8 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 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.

3.9 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 their 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; and
- d) The employee agrees to submit to random testing during hours of work, without loss of pay, during the period of “after-care”.

3.10 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.

3.11 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 their former position with no loss of seniority and accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of their 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 their 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.

3.12 CONFIDENTIALITY OF TEST RESULTS

The results of drug and alcohol tests will be disclosed to the person tested, the department head, the Chief Human Resources Officer or designee, the Mayor, and such other officials who by law have a need to know. Test results will not be disclosed externally except where required for disciplinary purposes or to defend against any grievances, unemployment or workers compensation claims, or other litigation. All records in this regard will be kept and maintained in the office of the Chief Human Resources Officer or their designee.

City of Aurora

M.A.P. Chapter #525

Date Signed

Date Signed