

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF AURORA
AND
AURORA FIRE OFFICERS ASSOCIATION

| Effective January 1, 20~~14~~¹⁷

| Expires December 31, 20~~16~~²⁰

| EXECUTED THIS _____ DAY OF _____, 20~~15~~¹⁸

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MEMORANDUM OF AGREEMENT

This Memorandum sets forth the understanding and agreement between the City of Aurora (herein "City"), and Aurora Fire Officers Association (Assistant Chiefs, Battalion Chiefs, Fire Marshal and Fire Captains) of the Aurora Fire Department (herein "AFOA") as to the terms of employment of these Officers, their salaries, benefits and general obligations.

ARTICLE 1

Recognition and Fees Deduction

The City recognizes the AFOA personnel as the exclusive bargaining agents for the purposes of establishing wages, hours of work and other working conditions.

In accordance with such recognition, the City agrees to deduct fees each payroll period from each position covered under this Memorandum of Agreement. For the AFOA personnel who are not members of the Association, a "fair share" amount not to exceed those of Association members, shall be deducted each payroll. All such amounts are required to help defray cost of administration of the Agreement.

Certification of names and amounts to be withheld shall be made in writing to the Director of Finance prior to the beginning date of the first payroll period in which deductions will be made. All changes (names; amounts) must be submitted in writing in a timely manner.

All amounts so deducted shall be remitted to the Association as designated by the Association on or before the last day of each month.

ARTICLE 2

Hours of Work

A. Regular Work Hours Pursuant to the Federal Labor Standards Act, the normal period for all employees who are assigned to fire fighting shifts shall be an average of two hundred twelve (212) hours in a twenty-eight (28) day work period.

The normal work week shall be twenty-four (24) consecutive hours on duty and forty-eight (48) consecutive hours off duty for assigned fire fighting shift officers.

The normal work week for non-shift employees shall be 40 hours.

B. Additional Pay It is recognized that there are times that the following officers will have additional duties to perform outside of their regular workday duties, provided, however, officers may receive additional pay for additional hour of work as follows:

1. Assistant Chiefs and the Fire Marshal shall be paid at one and one-half (1 ½) times their regular rate of pay for additional hours worked and approved as overtime by the Fire Chief.
2. Overtime work for Battalion Chiefs shall be all time over the aforementioned normal period under the authorization of the Chief. Overtime shall be computed to the next nearest quarter hour and shall be paid at the rate of one and one-half (1 ½) times the officer's hourly rate computed from annual base salary. The regular straight time hourly rate shall be computed by dividing the employee's annual salary by 2589 hours. Compensatory time may be taken in place of overtime pay for each hour of overtime worked upon authorization and approval of the Chief. Compensatory time may be accrued to a maximum of two hundred and forty (240) straight time hours. A Battalion

Chief may, upon approval and authorization of the Chief or his designee, pick any day for City owed time as long as no other Battalion Chief has picked the same day for City time. Compensatory time will be taken in increments of no less than 8 hours up to 24 hours.

All twenty-four (24) hour employees and forty (40) hour employees of the same rank shall be compensated at the same pay as it relates to overtime, vacation sellback and city time payout.

A Battalion Chief may be replaced by the Shift Commander. If the Shift Commander is not available, a Battalion Chief shall be called in to replace the Battalion Chief who is off. If a Battalion Chief is not available, an Assistant Chief or the Fire Marshal may be called. If a Battalion Chief, Assistant Chief or the Fire Marshal is not available, the Chief or his designee should be notified of the situation. The call in rules of the AFOA will address the mandatory overtime for assuring that there is always coverage by a minimum of two Battalion Chiefs.

3. Overtime work for Captains shall be all time over the aforementioned normal period under the authorization of the Chief. Overtime shall be computed to the next nearest quarter hour and shall be paid at the rate of one and one-half (1 ½) times the officer's hourly rate computed from annual base salary. The regular straight time hourly rate shall be computed by dividing the employee's annual salary by 2589 hours. Compensatory time may be taken in place of overtime pay for each hour of overtime worked upon authorization and approval of the Chief. Compensatory time may be accrued to a maximum of two hundred and forty (240) straight time hours. A Captain may, upon approval and authorization of the Chief or his designee, pick any day for City owed time as long as no other Captain has picked the same day for City time. Compensatory time will be taken in increments of no less than 8 hours up to 24 hours.

A Captain may be replaced by the Roving Officer. If an officer is not available, a Captain shall be called in to replace the Captain who is off. If a Captain is not available, a Lieutenant may be called.

4. Computation for holidays, vacations, and pay approved for time not worked shall be at the employee's regular straight-time rate based on 2589 hours per year which approximates the average number of hours per week.
5. Compensatory time accrued and dispersal thereof, Captains and Battalion Chiefs, shall be governed by Department Policy.
6. One (1) additional compensatory time slot of either a 4 or 6 hour time period will be available for each rank provided that the requested additional slot must be filled with a replacement no later than forty-eight (48) hours prior to the time requested.

C. Special Teams Pay

Effective upon the execution of this agreement, Firefighters who subsequently volunteer to serve on a special team shall be required to serve a minimum of five (5) years on the team, beginning upon written acceptance to the team by the City. Firefighters on a special team as of the date of this executed agreement shall remain on the team for five (5) years, with credit for immediately prior years of consecutive service on said team. A firefighter who submits satisfactory medical evidence of unsuitability for special team service shall be excused from the program. In addition, the Fire Chief may excuse a member from the team at his discretion. Effective January 1, 2005 a stipend of \$35.00 per pay period (\$910.00 per year) will be paid to members of the specialty team listed below:

1. Hazmat Team
2. Scuba Team
3. TRT Team
4. Juvenile Firesetters
5. Arson Team
6. Car Seat Installers

Such association must be certified in writing by the Fire Chief or his designee to the Finance Department. Such stipend shall not be used in computing overtime or health insurance costs.

Designated Team Leaders shall receive a stipend of \$55.00 per pay period (\$1430.00 per year).

Designated Shift Leaders shall receive a stipend of \$45.00 per pay period (\$1170.00 per year).

The number of members on each specialty team is entirely at the discretion of the Fire Chief.

Effective January 1, 2006, no individual who qualified under this Section D shall be eligible to receive more than one (1) Special Teams stipend per pay period.

D. Paramedic The Fire Chief shall determine the need for the AFOA rank of Captain and Battalion Chief and Assistant Chief and Fire Marshal to retain Paramedic certification. Captains and Battalion Chiefs and Assistant Chief and Fire Marshal opting to retain their paramedic certification upon promotion to the rank of Captain, Battalion Chief and Assistant Chief and Fire Marshal must conform to all conditions of that status under which the department operates.

The Specialty Pay for Paramedic Captains, Battalion Chief and Assistant Chief and Fire Marshal shall apply as follows for the duration of this Agreement:

1. Captains, Battalion Chiefs and Assistant Chief and Fire Marshal shall receive specialty pay equal to specialty pay applicable to the Firefighter rank.
2. Any specialty pay, however, is in addition to base wages and shall not be included in overtime and other similar computations.
3. Any Paramedic/Captain/Battalion Chief/Assistant Chief/ Fire Marshal who chooses to retain his Paramedic status must give notification to the Fire Chief twelve (12) months in advance of his resignation from the Paramedic program. The Fire Chief retains the authority to waive this twelve (12) month provision. The Fire Chief also has the authority to revoke the Paramedic status of a Captain, Battalion Chief, Assistant Chief and Fire Marshal for just cause.
4. It is hereby further provided that for the term of this Agreement a four hundred (\$400) recertification bonus will be issued to each Paramedic/Captain/Battalion Chief/Assistant Chief/ Fire Marshal who recertifies every four (4) years. In order to obtain such bonus, the Paramedic/Captain/Battalion Chief must submit written verification of continuous service recertification to the Chief of the Fire Department and the Human Resources Department.

E. Shift Commander Stipend and 40-hour Stipend ~~The Fire Chief shall determine the need for a Shift Commander and shall receive a \$1,430.00 per year stipend. One shift commander per shift as selected by the Fire Chief. The Shift Commanders~~ and 40-hour AFOA members will receive a \$2,000.00 per year stipend to be paid on payroll period # 3

~~commencing on January 1, 2016.~~ Such stipend shall not be used in computing overtime or health insurance costs. Any Shift Commander and 40-hour AFOA member appointed after January shall have their stipend pro-rated for that year.

F. Alternative Language The City will provided members as specified herein, with a stipend of \$50.00 per pay period (not used in computing overtime or health insurance costs), for a recognized alternative language for purposes of serving the citizens, performed while on duty. Recognized alternative languages shall be: Spanish, German, Czechoslovakian, Romanian, Polish, and sign Language. Employees who receive such stipend are required to use their interpretive skills whenever requested or required. An annual skills exam will be given by an independent third party, which will consist of oral interpretation skills. Such test will be given annually to new interpreters after the effective date of this Agreement.

ARTICLE 3

Holidays

Section A. Twenty-Four Hour Employees

Each Officer on a twenty-four (24) hour shift is entitled to ninety-six (96) holiday hours per calendar year as part of their paid time off (PTO). Holiday hours will be selected after vacation days are picked but before personal days. Selection of holiday hours will be by rank seniority by shift and within the classification of (a) Battalion Chiefs and (b) Captains. ~~Holiday hours shall be taken one day at a time and not consecutively, and cannot be sold back.~~

For Officers on twenty-four (24) hour shifts, the following paid holiday shall be recognized:

New Year's Day	-- January 1 st
Martin Luther King Day	-- January 15th <u>Third Monday in January</u>
Presidents Day	-- Third Monday in February
Memorial Day	-- Last Monday in May
Independence Day	-- July 4 th
Labor Day	-- 1 st Monday in September
Patriot's Day	-- September 11 th
Columbus Day	-- October 12 th
Veteran's Day	-- November 11 th
Thanksgiving Day	-- Last Fourth <u>Thursday</u> in November
Christmas Day	-- December 25 th

Any Officer covered by this agreement who is regularly scheduled or called in for overtime works any holiday listed above or part thereof will be paid an additional one-half (1/2) times his/her regular pay for any or all hours worked that day computed on his/her regular hourly rate or may have time added to his/her compensatory bank. The Officer who works on any holiday or part thereof will receive the additional one-half (1/2) pay for any or all hours worked. Should the officer choose to have one-half (1/2) pay designated to his /her compensatory bank, an overtime chit designating such must be filled out. The holiday is agreed to start at 8:00 a.m. for Captains the day of the holiday and continue until 8:00 a.m. the following day. For Battalion Chiefs the holiday will start at 6:30 a.m. and continue until 6:30 a. m. the following day.

Section B. Forty Hour Employees

Officers on a forty (40) hour work week will be allowed ~~seventeen (17)~~ eighteen (18) holidays, ~~nine (9)~~ ten (10) of which are identified by the list below, and eight (8) additional thereto.

New Year's Day	-- January 1 st
<u>Martin Luther King Day</u>	-- <u>Third Monday in January</u>
<u>President's Day</u>	-- <u>Third Monday in February</u>
<u>Washington's Birthday</u>	-- <u>February 22nd</u>
Memorial Day	-- Last Monday in May
Independence Day	-- July 4 th
Labor Day	-- 1 st Monday in September
Columbus Day	-- October 12 th
Veteran's Day	-- November 11 th
Thanksgiving Day	-- <u>Last Fourth</u> Thursday in November
Christmas Day	-- December 25 th

ARTICLE 4

Vacations

Officers shall accrue and be granted an annual paid vacation in accordance with the following schedule, based upon the service requirements indicated:

<u>YEARS OF SERVICE</u>	<u>VACATION PERIOD EARNED PER YEAR</u>
(A) Beginning of 6 th year through 10 completed years	Three (3) weeks: Seven (7) twenty-four (24) hour working days
(B) Beginning of 11 th year through 15 completed years	Three (3) weeks & One (1) day Eight (8) twenty-four (24) hour working days
(C) Beginning of 16 th year through 20 completed years	Four (4) weeks + two days: Eleven (11) twenty-four (24) hour working days
(D) Beginning of 21 st year or more	Five (5) weeks: Twelve (12) twenty-four (24) hour work days

An officer shall be permitted to take seven (7) twenty-four (24) hour periods during the calendar year in which he completes his fifth (5th) year of employment; eight (8) twenty-four (24) hour periods during the calendar year in which he completes his tenth (10th) year of employment; eleven (11) twenty-four (24) hour periods during the calendar year in which he completes his fifteenth (15th) year of employment; and twelve (12) twenty-four (24) hour working days during the calendar year in which he completes twenty (20) years of employment.

—Selection of vacation days will be done before holidays and personal days are selected and shall be done by rank seniority by shift and within the classification of (a) Battalion Chiefs and (b) Captains beginning on December 1st. There will be no more than one (1) Officer off within each classification per shift whether it be a vacation, holiday, or personal day with the exception of compensatory time, promotion, or exhaustion of open days. If an Officer sells back a vacation or personal day on a double-up day, said day cannot be reselected except at the discretion of the Fire Chief or due to promotion. Vacation days can be selected consecutively but shall not be broken up by other selected time off (i.e. compensatory time).

If an Officer decides to split his/her vacation time, he/she shall wait after his/her first choice until everyone else has made his/her first selection. This process for selection will continue until all vacations are selected. Unused accrued vacation allowance shall be paid pro rata upon and to date of Officer's termination of employment.

PTO Vacation Buy-Back. Employees ~~who by length of continuous service are entitled to three (3) or more weeks of vacation may request that any amount of time over two (2) weeks be may sell back PTO (from vacation, holiday, and personal days), as long as they use a minimum of three weeks and three days, or eight (8) twenty-four (24) shift days total during the calendar year,~~ paid at straight time in lieu of ~~vacation time off~~PTO~~;~~, provided, however, employees who are selling back vacation time pursuant to the above must indicate their intent, in writing; such actual pay-out to be requested no later than December 1 of the relevant calendar year and paid not later than the first full payroll period paid in January of the following relevant calendar year. Further, pay in lieu of ~~vacation-PTO~~ must be in increments of eight (8) hours only, for forty (40) hour employees and twenty-four (24) hours for twenty-four (24) hour employees; provided, however, that if an employee terminates for any reason after having received such vacation payment, his final check shall be reduced pro-rata.

ARTICLE 5

Personal Days

Each Officer on twenty-four (24) hour shifts shall receive ten (10) twenty-four (24) hour personal days off per year. Officers on a forty (40) hour work week will receive six (6) personal days off per year.

Selection of said days off shall be made after all vacation and holiday time has been requested. Selection will be in a rotational manner by rank seniority by shift and within the classification of (a) Battalion Chiefs and (b) Captains. Personal days shall be taken one (1) day at a time, and not consecutively unless the Officer's rotation comes back around or the other Officers have completed their picks. Personal days do not accumulate. ~~Any unused personal days for the Officers will be paid at the straight time hourly rate on the first full payroll period of the following calendar year. Once personal days have been picked, all personal days will become part of the paid-time off (PTO) bank.~~

ARTICLE 6

Sick Leave

Each officer shall receive up to one-hundred eighty (180) calendar days of sick leave at his regular pay rate, per separate illness and in any continuous twelve-month period. After being off duty for sickness and injury, for two (2) or more consecutive work days or one day immediately before or after a scheduled day off (i.e. vacation, holiday, personal day), the Officer is required to obtain a release from his/her physician and provide it to the Fire Chief before returning to duty. The Chief shall have the right to have an independent physician examine the Officer to determine fitness for duty.

An individual who has been injured on the job or who is off on personal sick leave, and who has been returned to work on a limited basis by his/her doctor, may be required to report to duty for a workday schedule to be determined by the Chief, if such duty is available. During this workday, the individual may be given assignments that pertain to department operations to complete within the framework of his/her doctor's restrictions.

Nothing in this policy is to be construed as establishing any form of permanent restricted duty. Individuals may be assigned restricted duty only during their recuperation period. When released by the physician, the employee will return to his/her regular assignment.

ARTICLE 7

Leaves of Absence

Officers may request unpaid leaves of absence by applying in writing to the Chief.

A. Family Death

In the event of death in the family of an employee (spouse, parents, spouse's parents, step-parents, children, step-children, brother, or sister, or employee's or spouse's grandparents, grandchildren), the employee shall be granted forty-eight (48) continuous working hours off with pay. A previously scheduled vacation day shall not be included as part of the family death leave. Such leave will be taken immediately upon relief of work.

In the event of death of the employee's brothers-in-law, sisters-in-law, the employee shall be granted twenty-four (24) continuous working hours to make household adjustments, or to attend funeral services. Such leave will be taken immediately upon relief of work. Providing further, that the employee shall be granted any additional time for travel, if necessary, upon application to, and approval of, the Chief of the Fire Department through the chain of command. Such application shall be handled by the Chief of the Department with uniformity and without discrimination.

One 24 hour day is converted to three (8) hour days for forty (40) hour employees. Forty – eight (48) hours equal six (8) hour days.

B. Family Leave

FAMILY LEAVE POLICY

Policy

The following material is intended as a summary of the City of Aurora's obligations under the Family and Medical Leave Act of 1993. In all instances, any issues arising either under the policy or otherwise shall be resolved in accordance with the statute and/or the Department of Labor regulations pertaining to the Act.

It is the policy of the City of Aurora to grant employees family leave in accordance with the Family and Medical Leave Act of 1993.

The Human Resources Department is responsible for administration of this policy.

Purpose of the Law

The intent of the Family and Medical Leave Act of 1993 is to provide employees up to twelve weeks of job-protected leave during any twelve month period.

The Act allows employees to take an unpaid leave to care for themselves; a child upon the birth or placement for adoption or foster care; to care for a spouse, child or parent who has a life threatening health condition.

Eligibility

To be eligible for leave, an employee must have been employed by the City of Aurora for at least twelve months and must have worked at least 1,250 hours during the previous twelve months.

In cases of certain key employees (those employees within the top 10% of the City of Aurora’s payroll) and only to avoid substantial and grievous economic injury to the City of Aurora, the City may in certain instances apprise the key employees of its decision not to reinstate them to their jobs.

Leave Provisions

An employee is eligible to take up to twelve weeks leave during a twelve month period. The twelve month period begins with the effective date of the employee’s first leave.

An employee can request to use up to a maximum of twenty-seven (27) duty days to care for a spouse, child or parent with the following life threatening conditions:

- Terminal illness
- Emergency care necessitated by a major accident
- Hospice care, if ordered by a health care provider
- Life threatening illness or injury

The following chart illustrates the paid time off that is applicable to each leave situation and the order in which it may be used:

	<u>SICK HOURS</u>	<u>P.T.O.</u>
<u>Birth of a child:</u> A.Mother B.Father	A.Yes B.Not applicable	A.Yes B.Yes
To care for a child upon Placement for adoption or foster care.	Not applicable	Yes
To care for a spouse, child or parent With one of the health conditions defined above	Yes *	Yes *
Employee is unable to work Due to his/her own health condition	Yes	Yes

* The employee must exhaust all unused vacation hours (including previously scheduled hours) before sick time can be applied to the remaining balance of the twenty-seven (27) duty days.

Leave to Care for a Child

Legal documentation establishing the child's relationship to the employee must be provided to the Human Resources Department for leaves taken to care for a child upon birth or upon placement with the employee for adoption or foster care.

A husband and wife both employed by the City are permitted to take a combined total of twelve weeks leave in a twelve month period.

Leave to Provide Care for a Family Member

An employee who requests a leave to care for a family member with a life threatening health condition is limited to the care of the following persons:

- A husband and wife as defined under state law.
- The employee's biological child or other child for whom the employee has parental responsibility (child must be under age 18 or incapable of self-care due to a physical or mental disability.)
- The employee's biological parent or any other person who had parental responsibility for the employee when he/she was a child (parents-in-law are not included.)

Written Certification

The City of Aurora requires written certification from the health care provider of the employee or the employee's family member **on a form provided by the City of Aurora** attesting to the life threatening nature of the health condition.

When a family leave is taken in cases of life threatening illness, an employee may take the leave intermittently or through a reduced work schedule if it is medically necessary. When a family leave is taken in accordance with this policy, the employee may take the leave intermittently, in increments of not less than four (4) hours, to a maximum total of twenty-seven (27) duty days.

To properly manage operations, the City may elect to temporarily transfer employees taking intermittent leave into an alternate or part-time but equivalent paying position. This will be done only if accommodating the employee's ongoing intermittent absences interferes with the City's operational needs.

Treatment of Employee During Leave

No employee, while on family leave, can engage in an occupation or employment other than with the City of Aurora Fire Department.

While on family leave, employees may continue their benefit plan coverage at the active employee premiums.

Employees do not accrue sick, vacation or personal holiday hours while on unpaid leave in excess of thirty (30) days (or as specified in the employee's labor contract).

Treatment of Employee Upon Return From Leave

Upon return from leave, an employee is guaranteed his or her former job or an equivalent job with equivalent pay, benefits and other terms and conditions of employment.

If during the employee's leave, the City, due to reasons unrelated to the leave, eliminated the employee's position, i.e. a reduction in force effecting the employee's position, the employee will not be reinstated.

Employee Responsibility

Whenever possible, an employee must provide his/her supervisor with thirty-days notice when requesting a family leave. In instances where it is impossible to provide the 30-day notice, i.e. unforeseen illness or injury, the City requires employees to provide notice as soon as practicable. Failure to abide by the notice requirements may result in the City denying the leave.

To continue benefit plan coverage, employees must remit the active employee premium to the Human Resources Department.

In accordance with the Act, the City of Aurora shall pay its share of the benefit plan to maintain coverage. In the event the employee fails to return to work at the expiration of the leave, unless failure to do so is due to the continuing illness of the employee or family member, or for other reasons outside of the employee's control, the employee will be required to reimburse the City the cost of the insurance premiums paid on the employer's behalf during his/her absence.

When a life threatening health condition is involved, employees must provide written certification from the health care provider.

Note: Health care provider cannot be related to employee or family member.

An employee returning from leave due to his/her own health condition must provide a written return to work certification from a health care provider. The City will provide the employee with a Return to Duty form.

Employees are expected to apprise the City of Aurora every thirty (30) days regarding their status during any type of leave so that the City can best determine how to fill a vacancy while the employee is absent.

Employees must sign and date Leave Forms provided by the Human Resources Department.

Manager Responsibility

- (1) Notify the Human Resources Department about potential Family and Medical Leave situations.
- (2) Provide the Human Resources Department with copies of any documentation received from an employee.
- (3) Keep the Human Resources Department informed about changes in the employee's FMLA status.

Legal Requirements

An approved notice that summarizes the provisions of the act and provides information on filing a charge is posted throughout the City.

C. Maternity/Paternity Leave

The employee shall be granted forty-eight (48) continuous working hours of paid maternity/paternity leave. Such leave shall be taken immediately upon relief of work. For purposes of this subsection, such leave may be also taken immediately upon the placement of

the adopted child in the home. A previously scheduled vacation day shall not be included as part of the maternity/paternity leave. A previously scheduled vacation day may be moved to an open vacation slot. If a vacation slot is not available during the calendar year, the vacation day may be scheduled as an extra slot. If the Employer determines the extra slot is not feasible, the employee shall be compensated for the vacation day. Human Rights Act 95-225 shall be included in this section.

Forty (40) hour employees shall be granted six (8) hour days of leave.

ARTICLE 8

Insurance

Section A. Health Insurance.

1. Plan Design: ~~All plans currently in effect shall remain in effect for the term of the Agreement. The City's "Plan C" or HMO complete group hospitalization coverage implemented effective 1-1-14 shall be continued for bargaining unit employees during the term of this Agreement; provided, however, t~~The City reserves the right to make any changes, reductions, modifications, deletions, or improvements with respect to employee health insurance (including but not limited to changes in insurance carriers, insurance plans, ~~benefit levels, deductibles, co-payment levels,~~and opting for self-insurance, etc.), as it deems appropriate, so long as (i) the benefit levels for 2019 and 2020 are substantially the same as the 2018 levels; and (ii) such changes are equally applicable to regular, non-exempt and exempt full-time unrepresented City employees. The City shall not increase deductibles, co-payment levels, out-of-pocket maximums, prescription and office visit co-pays, physician services co-pays, and/or facility co-pays by more than fifty (50%) percent of the levels in place as of January 1, 2014. No changes, if any, will first be implemented effective prior to for 2015. For reference purposes, the HMO and OAP plan summaries are available electronically on the City's internal Sharepoint website.

2. High Deductible Health Care Plan: ~~Effective January 1, 2015, and continuing at least through December 31, 2017 t~~The City will offer employees the opportunity to participate in a High Deductible Healthcare Plan (HDHP); ~~provided, however, the City reserves the right to make any changes, reductions, modifications, deletions or improvements with respect to the HDHP (including but not limited to changes in insurance carriers, insurance plans, benefit levels, deductibles, co-payment levels, opting for self-insurance, etc.), as it deems appropriate, so long as such changes are equally applicable to regular, non-exempt and exempt full time unrepresented City employees. The City shall not increase HDHP deductibles or out-of-pocket maximums for the term of this agreement. The HDHP plan benefits shall be substantially similar to the City's "Plan C" coverage effective 1/1/2014. For reference purposes, the HDHP plan summary is available electronically on the City's internal SharePoint website.~~

For so long as a HDHP is offered to employees, to the extent permitted by law the City will establish Health Savings Accounts (HSAs) for those bargaining unit employees who participate and will contribute to those accounts based as follows. ~~For plan years 2015 and 2016~~Beginning plan year 2019, the City will contribute on or about January 1st the following to an employee's HSA based on the coverage option he/she selects:

Coverage	Annual Contribution
Single	\$1,375
Employee plus one child	\$1,875
Employee plus spouse	\$2,000
Family	\$3,000

For those employees that participate in both the first year and the second year the HDHP plan effective January 1, 2019, and remain in the HDHP for 2020, is in effect, in the second plan year the City will add make a onetime an additional \$250.00 HSA contribution into the qualifying employee's HSA on or about January 1, 2020. The onetime \$250.00 HSA contribution will also apply to any employees newly hired in 2019 or 2020 who participate in the HDHP.st ~~to those employee's HSAs in the second plan year.~~

~~To the extent the City's HDHP is self-insured, beginning with the third plan year the HDHP is in effect, and each year thereafter, the amount contributed by the City to an employee's HAS shall be equal to 40% of the health insurance cost savings, if any, achieved by virtue of employee participation in the HDHP (City-wide) in the prior plan year as reported by the City's insurance consultants. In no event, however, shall the amount contributed to the employee's HAS in any given year fall outside of the following minimum and maximum ranges:~~

Coverage	Contribution Range	
	Min	Max
Single	\$500	\$1,925
Employee plus child/spouse	\$750	\$2,800
Family	\$1,000	\$4,200

~~The City will contribute the minimum HSA contribution per tier as shown above on or about January 1st and determine any additional HSA contribution, in any, by the end of the first quarter of the year.~~

~~In reaching this determination, the City's health insurance consultants shall compare the actual City costs for self-insured health insurance in the prior plan year (broken down into the various self-insured plans and coverages in a manner similar to how coverage premiums were initially determined) after taking into account the premiums paid by employees, to what the cost to the City would have been (broken down into the various self-insured plans and coverages in a manner similar to how coverage premiums were initially determined) had no City employees participated in the HDHP, and instead participated with the same coverage option (single, family, etc.) in the highest City plan cost option outside of an HDHP that is self-insured (or highest City plan cost option outside of an HDHP assuming only the HDHP is self-insured) at the applicable premium and employee contribution rates. To the extent, if any, there is a dispute over how the City's health insurance consultants have reached their determination, such determination shall be upheld as long as the calculations and assumptions used are, in the aggregate, reasonable.~~

~~To the extent the City fully insures its HDHP, the cost savings in any given plan year (after the second plan year) to be placed in an employee's HAS shall be 40% of the difference between the cost of the HDHP premium in that plan year for the coverage the employee selected (single, family, etc.) versus the premium cost of the same selected coverage in the highest City plan cost option (e.g. the PPO plan).~~

3. Deductibles, Out of Pocket Maximums, Co-pays: Effective July 1, 2019, deductibles, out of pocket maximums, and prescription and office visit co-pays will be as follows:

(a) Deductibles	
<i>In Network</i>	<i>Out of Network</i>
\$ 750.00 (Single)	\$1,500.00 (Single)
\$1,500.00 (Family)	\$3,000.00 (Family)

(b) Out of Pocket Maximums (including deductibles):

<u>In Network</u>	<u>Out of Network</u>
<u>\$2,750.00 (Single)</u>	<u>\$4,000.00 (Single)</u>
<u>\$5,500.00 (Family)</u>	<u>\$8,000.00 (Family)</u>

(c) Prescriptions:

<u>Prescription Co-Pays at Retail:</u>	<u>\$ 8.00 per script per month for generics</u>
	<u>\$ 50.00 preferred</u>
	<u>\$100.00 non-preferred</u>

<u>Mail Order 90-Day Supply:</u>	<u>\$ 16.00 generics</u>
	<u>\$100.00 preferred</u>
	<u>\$200.00 non-preferred</u>

<u>Office Visit Co-Pay:</u>	<u>\$ 25.00</u>
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3.4. Other Plan Alternatives: Nothing in this Agreement shall prevent the City from offering employees (or ceasing to offer employees) alternative medical insurance plans with varying levels of benefits, deductibles and co-pays so long as those plans (or the cessation of the same) are equally applicable to regular, non-exempt and exempt full-time unrepresented City employees.

4.5. Employee Contributions: Effective January 1, 2014 employees covered by these plans will contribute amounts as specified below for the applicable insurance option, which shall be deducted from their employee paychecks.

Employees will be required to pay the amount chosen by them toward the premium for health insurance coverage, which rate and percentage may be amended from time to time.

HMO

Employee	10% of Prevailing Premium
Employee + Child(ren)	10% of Prevailing Premium
Employee + Spouse	10% of Prevailing Premium
Employee + Family	10% of Prevailing Premium

PPO, EPO, POS, HDHP or Indemnity

Employee	12.75% of Prevailing Premium
Employee + Child(ren)	12.75% of Prevailing Premium
Employee + Spouse	12.75% of Prevailing Premium
Employee + Family	10% of Prevailing Premium

Effective July 1, 2019, employee contributions shall be:

HMO

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

PPO, EPO, POS, HDHP or Indemnity

<u>Employee</u>	<u>15.25% of Prevailing Premium</u>
<u>Employee + Child(ren)</u>	<u>15.25% of Prevailing Premium</u>

Employee + Spouse 15.25% of Prevailing Premium

Employee + Family 15.25% of Prevailing Premium

Such contributions are to be made by deducting the appropriate percentage from the employee's bi-weekly paycheck.

Such contributions are to be made by deducting the appropriate percentage from the employee's bi-weekly paycheck.

5.6. Opt Out of Insurance: The City will permit any or all employees who are enrolled in one of the City's health plans to opt out, during open enrollment or as a result of a life change, of the City Plan C PPO or HMO insurance plans, 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 Plan C PPO/HMO insurance, the City will pay such an employee the amount of two hundred dollars (\$200) per month. Any employee who opts out may apply to re-enroll at the next annual open enrollment period, or as a result of a life change, pursuant to the City health insurance plans. Effective January 1, 2019, the opt out payment will increase to five hundred dollars (\$500) per month.

6.7. Flex Plan Contribution. The Employer shall maintain in effect a plan that affords employees the option to exclude employee contributions for health insurance benefits from the employee's gross income pursuant to Title 26 USC §125 otherwise known as a Flex Plan.

7.8. Compliance with Health Care Legislation.

a. Nothing herein shall limit the right of the City to unilaterally make any and all changes it deems necessary in order for the insurance it provides pursuant to this Agreement comply with the Affordable Care Act ("ACA"), and other state, federal or local insurance and/or health care reform legislation, to avoid being subject to fees (including but not limited to the employer shared responsibility assessable payment), fines, taxes or penalties, (other than the Cadillac Tax which will be addressed in the next negotiations) including but not limited to, taxes/fees because employees are eligible to obtain subsidized or discounted insurance through an insurance exchange.

b. The parties recognize that if the AFA'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:

- (i) 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
- (ii) the parties further agree that the Cadillac Tax impact will be a priority consideration at the next round of bargaining and the City's withdrawal of its Cadillac Tax proposal in order to resolve this contract shall be non- precedential in the next round of negotiations.

8.9. Insurance Cost Containment Committee

a. Upon ratification of this Agreement, the City and AFOA will establish an Insurance Cost Containment Committee, comprised of 3 representatives from the Union, and 3 representatives of the City. In the event the City establishes such a committee including a number of its bargaining units, the AFOA will be given equal representation with the other included bargaining units.

b. The purpose of the committee will be to review health insurance coverage options such as cost saving revisions to existing coverages, the provision of new coverage options, wellness and the like.

9-10. Notice of Changes pursuant to Subsections 1 or 8(a)7:

In the event the City decides to institute changes in accordance with Subsections 1 or ~~7(a)~~8 above, the City shall provide the AFOA Board with at least forty-five (45) days written advance notice of the changes. At the AFOA Board's request, the City and AFOA Board will meet and confer during the next fifteen (15) days to discuss the reason for the City's proposed action. If the City determines to proceed with the change, it will provide employees at least thirty (30) days prior written notice of the change and if the change is not in conjunction with the annual open enrollment period, the City will provide for a special open enrollment period. In the event the AFOA determines to grieve the City's determination, the time for filing a grievance will be measured from the effective date of such a change. Such discussions, if any, shall not delay the implementation of changes.

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

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

Section D. Retiree Health Insurance. Any employee retiring from the City shall be eligible for health and dental insurance under the City's group insurance program. For purposes of this Section "Retiring" shall mean that time in which the employee ceases employment with the City of Aurora by giving timely written notice of his/her chosen date of retirement and the employee is eligible to draw retirement/pension benefits. The retiring employee will be allowed to elect, at the time of retirement and on a one-time basis only, single and/or dependent coverage. Effective upon ratification, the group health insurance coverage shall be made available at twenty-two percent (22%) for retiree; twenty-nine percent (29%) for retiree +1; and thirty-one percent (31%) for retiree +family of the prevailing premium, as adjusted from time to time.

Retiree rates for retirees hired on or after January 1, 2011 are as follows: Those retiring with twenty (20) or more years of service credit will pay forty percent (40%) of the prevailing premium, as adjusted from time to time.

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

Retiree rates for retirees hired on or after January 1, 2014 are as follows: Those retiring with twenty (20) or more years of service credit will fifty percent (50%) of the prevailing premium in retirement, as adjusted from time to time.

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

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

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

The annual contribution increases will be capped at no more than twelve and one-half percent (12.5%) of the prevailing premium per year. The percentage deducted from severance pay will be credited towards the cost of retiree health insurance premiums.

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

Section E. Retiree Supplemental Insurance. Supplemental insurance coverage for covered retirees and covered spouses reaching age sixty-five (65) shall be as provided for in the City of Aurora Health Insurance Plan Document. The group health insurance coverage shall be made available at twenty-two percent (22%) for retiree; twenty-nine percent (29%) for retiree +1; and thirty-one percent (31%) for retiree +family of the prevailing premium.

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

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

Section F. The Employer agrees to make such group hospitalization-medical coverage available to the widow and eligible dependent children of a deceased employee, at the prevailing retiree premium. Such coverage shall be at the widow's expense and will terminate upon the date of the surviving spouse's remarriage or death. Such coverage shall be in compliance with Public Act 83-1474 as amended an approved September 24, 1984.

Section G. Any employee who is eligible under Fire Pension law for a non-duty disability pension, and who is actually on disability, due to a life threatening and/or debilitating condition shall be eligible for insurance coverage. The group health insurance coverage shall be made available at twenty-two percent (22%) for retiree; twenty-nine percent (29%) for retiree +1; and thirty-one percent (31%) for retiree +family of the prevailing premium.

Any anticipated change of insurance benefits as agreed upon in the above Section (percentage payment amounts: retirement payment percentages), shall be communicated to the union; and subject to negotiation and mutual agreement of other parties.

ARTICLE 9

Education

Section A. Education.

Officers shall be granted time off with pay to attend classes, educational conferences, seminars or other functions of a similar nature to improve or upgrade the officers' skill and professional ability in the fire service as a condition of employment or promotion. Educational opportunities shall be classified as mandatory or optional.

1. Reimbursement for Attendance. Officers who attend the educational classes shall be reimbursed as follows:

Mandatory: Officers shall attend when directed by the Fire Chief.

- (1) Tuition, fees, books and
- (2) Department will provide coverage for the employee.
- (3) Department will pay overtime if applicable. (i.e.: class hours on non-duty days)
- (4) Travel expenses according to City policy.

Optional (Posted and approved by the Fire Chief)

- A. Tuition, fees, books and
 - B. Department will provide coverage for the employee.
 - C. Travel expenses in accordance with City policy.
2. Priority for Selection. Priority for selection of Officers to attend optional classes shall be by rank classification and time in rank.
3. Funding. Nothing herein shall limit the Fire Chief's discretion to take into consideration budgetary limitations in determining the quantity and the subject area of courses for which funding will be provided.

Section B – Educational Bonus

~~No new participants will be accepted into the bonus program nor will officers currently earning a bonus be eligible for an upgraded educational bonus.~~ Effective upon ratification, fire officers will receive an annual stipend ~~who previously received an educational bonus will receive an annual bonus~~ to be paid on payroll #26 per the following:

Associates \$~~300350500~~
 Bachelors \$~~6006501,000~~
 Masters \$~~12001,500250~~

The provision, as stated above, will sunset at the end of this contract and will convert back to the previous language.

The above will not be considered part of the base.

ARTICLE 10

Miscellaneous Benefits

A. Severance Pay (Upon honorable termination)

To be eligible for severance pay, at the rank held at time of honorable termination, as outlined below, an officer must have served twelve (12) months in the position from which he retires/terminates. If an officer retires or terminates from the position prior to the twelve (12) months, all severance pay will revert to previous rank held unless retirement/termination is necessitated by sickness or injury.

Upon honorable termination/retirement as a sworn City of Aurora AFOA Personnel, severance pay shall be as stated below, based upon years of active service completed as a sworn member of the City of Aurora Fire Department.

Effective January 1, 2008, officers will be eligible for severance pay at a rate of one (1) week for each year of completed service subject to the maximum of:

- Captains - twenty four (24) weeks pay (maximum)
- Battalion Chiefs - twenty four (24) weeks pay (maximum)
- Assistant Chiefs & Fire Marshal - twenty-four (24) weeks pay (maximum)

B. Benefit Payout Upon Honorable Termination. Upon honorable termination or retirement, Officers assigned to forty (40) or forty-nine point eight (49.8) hour work schedule will receive equal benefit calculation for final payout of accrued paid time off which shall be paid in full or partial weeks at time of retirement, and will be paid for accrued and unused vacation, holiday and personal days on a pro-rata basis. Such final check shall likewise be reduced on a pro-rata basis for time used but not accrued.

- C. **Clothing Allowance.** Officers shall receive their departmental clothing from the clothing commissary. Effective upon ratification, City will provide an optional clothing and gear stipend of \$650 to be paid on or about the fifth payroll period.
- D. **Physical Fitness.** The City will reimburse an AFOA member for the cost of a membership in a health club (located in or out of Aurora) up to a maximum of \$450.
- E. **Civil Service Exemption:**

Assistant Chiefs:

Assistant Chiefs shall be exempt from the classified Civil Service. Assistant Chiefs ~~shall may~~ be ~~recommended appointed~~ by the Fire Chief ~~and appointed by the Mayor with approval of City Council~~ on the basis of merit and performance, from the rank of Battalion Chief within the Aurora Fire Department. No other residency requirements other than those already specified by City Ordinance shall be a prerequisite to appointment to the position of Assistant Chief. Once appointed, an Assistant Chief ~~shall may~~ be demoted to the rank of Battalion Chief by the Fire Chief ~~(with the approval of the Mayor)~~ for failure to properly or adequately perform his/her duties or for other just cause.

Fire Marshal:

Fire Marshal shall be exempt from the classified Civil Service.

Fire Marshal shall be ~~recommended appointed~~ by the Fire Chief ~~and appointed by the Mayor with approval of the City Council~~ on the basis of merit and performance, from the rank of Captain, Battalion Chief or Assistant Chief within the Aurora Fire Department. No other residency requirements other than those already noted. Once appointed, Fire Marshal ~~shall may~~ be demoted to their last rank originally held prior to the selection of Fire Marshal ~~previously held rank~~ for failure to properly or adequately perform his/her duties or for other just cause.

If the employee voluntarily vacates his position, he may revert back to, no lower than, his last held rank prior to selection as Fire Marshall.

Battalion Chiefs:

Battalion Chiefs shall be exempt from the classified Civil Service.

Battalion Chiefs shall be chosen by the Fire Chief on the basis of merit and performance, from the rank of Captain within the Aurora Fire Department. No other residency requirements other than those already specified by City Ordinance shall be a prerequisite to appointment to the position of Battalion Chief. Once appointed, a Battalion Chief shall be demoted to the rank of Captain by the Fire Chief for failure to properly or adequately perform his/her duties or for other just cause.

The Battalion chief Selection process as of August 11th of 2015 shall include the selection of a Shift Battalion Chief (24 hour platoon Battalion 1, 2 or EMS1) which will be made by the Fire Chief from the rank of Captain with the Aurora Fire Department with at least one (1) year of service in the rank from the date of actual promotion.

In addition, candidates shall possess a minimum of a Fire Office II certification, ~~EMS~~ or an Associates or Bachelor's degree in a fire science or EMA related field from a regionally accredited college ~~Fire Management or Fire Administration. The National Fire Academy Executive Fire Officer Certification shall also serve as an equivalent.~~ Any persons wishing to be considered for the promotion to Battalion Chief after August 11th of 2015 shall be required to meet these qualifications prior to being considered. For clarification all members in the rank of Captain prior to August 11th of 2015 shall remain eligible.

F. Vacancies and Promotions. Subject to budgetary constraints and as determined by the city, promotions and appointments to vacancies in the ranks of Battalion Chief, Fire Marshall,

Assistant Chief and Deputy Chief shall be deemed to be effective on the date in which the vacancy occurs however such vacancies will not be backfilled any further than 6 months.

ARTICLE 11

Specific Obligations of Officers

In addition to the efficient and loyal performance of the duties assigned to them by their employment, the rules of the department and the Chief of the department, the Officers covered by this Memorandum expressly acknowledge their obligations as management personnel. This includes their obligation to act to enforce, protect and preserve the provisions of the Management Rights clause of the Labor Agreement between the City and Local No. 99, International Association of Fire Fighters; to receive, transmit and carry out the lawful commands of the Chief of the department, and the general orders, rules and regulations of the department, and to see that the same be executed by all of the personnel of the department (Lieutenant and Fire Fighters or Fire Privates) who are subject to the supervision and control of these Officers; and to preserve the Chain of Command. It is a condition of employment in management rank, and each Assistant Chief, Battalion Chief, the Fire Marshal, and each Fire Captain agrees, that such Officer shall not act as an officer of any union or labor organization of non-management level employees, nor participate in, aid, abet or cooperate with any strike, work stoppage, slowdown or other concerted action designed to or having the effect of depriving the City of Aurora of the services of the Fire Department in its mission. Compliance with the foregoing agreements shall be a continuing condition of continued employment for each Assistant Chief, Battalion Chief, the Fire Marshal and each Captain in such management position.

ARTICLE 12

Reassignment

In accordance with City Ordinances, the Fire Marshal, Assistant Chiefs, and Battalion Chiefs are appointed by and serve at the pleasure of the Chief of the Fire Department. Upon reassignment of an Officer by the Fire Chief, his salary shall continue at the rate then provided for Fire Marshal, Assistant Chief, or Battalion Chief and shall not revert to a lesser rate for a period of sixty (60) calendar days, or the duration of his employment if lesser.

When the force of the Fire Department is reduced, and positions within a rank are eliminated, the Officer(s) with the least amount of seniority in that rank (Fire Marshal, Assistant Chief, Battalion Chief, and Captain) will be reduced to the rank previously held by the Officer(s). For purposes of determining which officers will be reduced in rank, seniority shall be determined by the time spent at the rank or position from which the Officer is to be reduced.

In the event of a vacancy or vacancies in a rank form which Officers had been reduced due to a reduction in force, those Officer(s) still employed by the Department who had been demoted from that rank shall have prior right to such positions if otherwise qualified before other Officer (s) are promoted.

This recall procedure shall override any conflicting language in Fire Department Promotion Act (50 ILCS 742).

ARTICLE 13

Drug and Alcohol Testing

Section 1. Policy Statement

AFOA and the Employer agree that the use of illegal drugs, and the abuse of legal drugs and alcohol, by members of the Fire Department present unacceptable risks to the safety and well-being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol abuse.

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

Section 2. Definitions

A. "Drug(s)" shall mean any controlled substance listed in Chapter 56 ½ of the Illinois Revised Statutes, known as the Controlled Substances Act, or substances submitted in any federal controlled substances laws, for which the person tested does not submit a valid predated prescription. Thus, the term "drug(s)" includes both abused prescription medications 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, judgement, memory or coordination. Drugs covered by this policy, include, but are not necessarily limited to the following:

- | | | |
|--|-----------------|---------------------|
| Opium | Methaqualone | Psilocybin-Psilocyn |
| Morphine | Tranquilizers | MDA |
| Codeine | Cocaine | PCP |
| Heroin | Amphetamines | Chloral Hydrate |
| Meperidine | Phenmetrazine | Methylphenidate |
| Marijuana | LSD | Hash |
| Barbiturates | Mescaline | Hash Oil |
| Glutethimide | Crack | Steroids |
| Phencyclidine | Benzodiazepines | Metamphetamine |
| MDMA | | |
| Synthetic/semisynthetic opiates, hydrocodone, oxycodone, fenatanyl, oxymorphone, methadone | | |

- B. "Impairment" due to drugs and/or alcohol shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug and/or alcohol in his/her body. Where impairment exists (or is presumed) incapacity for duty shall be presumed.
- C. "Positive Test Results" shall mean a positive result on both a confirming test and initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration level specified in Sections 6 and 13.
- D. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug for which a valid, predated prescription cannot be documented, which results in evidence of impairment while on duty.
- E. The term "alcohol abuse" means the use of alcohol on- or prior to duty, such that at any time during working hours, the level of alcohol indicated in Section 13 can be detected via breath/urine sample testing and thus the employee will be presumed to be impaired due to the use of alcohol.

- F. The term “designer drug” is a term coined to describe psychoactive drugs which are created to get around existing drug laws, usually by modifying the molecular structure of existing drugs to varying degrees or less commonly by finding drugs with entirely different chemical structures that produce similar subjective effects to illegal recreational drugs.
- G. “On Duty”/“Work Day” shall mean during normal working hours, and includes “on call” and “standby” duty times, as well as overtime duty hours.

Section 3. Prohibitions

Fire Department Employees shall be prohibited from:

1. Consuming or possessing illegal drugs at any time.
2. Possessing, using, selling, purchasing or delivering any illegal drug.
3. Consuming or possessing alcohol at any time during the workday, on any of the employer’s job sites, including all of the Employer’s buildings, properties, vehicles and the employee’s personal vehicle while engaged in the business of the Employer and/or at any time prior to the work day such that at any time during working hours, the level of alcohol indicated in Section 13 can be detected as provided in Section 2(e).
4. Failing to report to their commanding officer, at the beginning of the shift, any known adverse side effects of any prescription drug(s) or over-the-counter medication which the employee may be taking and/or prescribed drugs, failing to have or produce a valid, predated prescription, should the employee become impaired while on duty.

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

Section 4. The Administration of Tests

A. Informing Employees Regarding Drug and Alcohol Testing.

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

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 in this Article. Where there is reasonable suspicion that an employee is under the influence of drugs/alcohol or there is evidence of impairment while on duty, that employee may be required to report for drug/alcohol testing. An employee also may be required to report for testing when the employee has suffered a workplace injury or has been involved in an accident resulting in damage to persons, property or vehicles. In the case of injury or accident testing, to the extent state testing regulations regarding the use of such test results are stricter than the provisions set forth herein, the City may utilize the state regulations if it so chooses. A drug/alcohol test may be required when an employee has been arrested or indicted for conduct involving illegal drug related activity, on- or off-duty. A commanding officer must have confirmation of reasonable suspicion from the Chief, Acting Chief and/or Human Resources Director. The management group shall be

notified and the Employer shall arrange for a drug/alcohol test. The Employer shall inform the employee being ordered to submit to the test of his/her right to consult with a management group representative before submitting to the test. Refusal of an Employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for discipline up to and including discharge.

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 Employer shall arrange for a drug/alcohol test.

C. Reasonable Suspicion Standard

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

1. Observable phenomenon, such as direct observation of use, possession, and/or the evidence of individual symptoms of impairment resulting from using or being under the influence of drugs/alcohol; and/or
2. Information provided by an identifiable, reliable and creditable source.
3. When an employee is involved in a motor vehicle accident on-duty and is the driver behind the wheel of the motor vehicle.

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 possible. Normally 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 the reasons for the order to test. The employee shall be permitted to consult with a representative of AFOA at the time the order is given. No questioning of the employee shall be conducted that is not consistent with the "Fireman's Disciplinary Act". A refusal to submit to such testing may subject the employee to discipline, up to and including discharge. Any employee who takes 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.

Section 5. Conduct of Tests

In conducting the testing herein specified, the Employer shall:

- A. 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.
- B. 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.
- C. 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 own choosing, at the employee's own expense; provided the employee notifies the City of the desire to do so within forty-eight (48) hours of receiving notification of positive test results.

- D. 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 confirmatory test are positive including for a particular drug, and the Medical Review Officer verifies the result (in a drug test situation). The parties agree that should any information concerning such testing or the results thereof be obtained inconsistent with the understanding expressed herein, the Employer and AFOA shall not use such information in any manner or forum adverse to the employee's interest.
- E. 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 be considered positive, and results showing an alcohol concentration of .0199 or less shall be considered negative.
- F. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- G. Ensure that no employee is subject to any adverse employment action except emergency temporary re-assignment or leave with pay during the pendency of any testing procedure. Any such emergency 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;
- H. The testing, results and circumstances requiring the testing are confidential and will be held in the highest degree of confidence.

Section 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:

	<u>Initial Test Level</u>
Amphetamines . . . . .	. 1000 ng/ml
Barbiturates . . . . .	. 300 ng/ml
Benzodiazepines . . . . .	. 300 ng/ml
Cocaine metabolites . . . . .	. 300 ng/ml
Marijuana 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

	<u>Confirmatory Test Level</u>
Amphetamine	500 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines	200 ng/ml
Cocaine metabolites	150 ng/ml
Marijuana metabolites	15 ng/ml
Methadone	200 ng/ml
Methaqualone	200 ng/ml
Opiates	2000 ng/ml

Phencyclidine	25 ng/ml
Propoxyphene.	200 ng/ml

B. Change in Test Standards

The cutoff levels as test standards may be amended during the term of the agreement based on newly adopted DHHS or SAMHSA screening and confirmatory standards. The City agrees to provide the AFOA with a written copy of any newly adopted standards pursuant to this section.

C. 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.

Section 7. Alcohol Test Standards

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

Section 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 to other recognized or certified programs, for an alcohol or drug related problem, other than that the Employer may place the employee on leave during treatment. However, the protection afforded by this Section shall not be available if the request follows an order to submit to testing, the pendency of an automatic order to submit to testing (i.e. post-accident), violation of Section 3 or if the employee acted in violation of rules of conduct which otherwise provide an independent basis for disciplinary action. The foregoing is conditioned upon:

- a. The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b. The employee discontinues his use of illegal drugs or abuse of alcohol;
- c. The employee completes the course of treatment prescribed, including an "after-care" group for a period of twelve (12) months;

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

The Employer shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment or when otherwise unfit for duty in his current assignment. All such requests shall be confidential. When undergoing treatment, or when otherwise unfit for duty in his current assignment, employees shall be allowed to use: 1)

accumulated sick leave; and/or 2) paid leave; and/or 3) be placed on unpaid leave pending treatment; and/or 4) transferred to a position for which he is fit.

Section 9. Discipline

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

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

Section 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 out-patient and in-patient treatment depending on the appropriate course of action in each employee's case.

Section 11. Duty Assignment

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

Employees who voluntarily report to the Fire Department that they are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his/her normal duties, may be temporarily reassigned with full pay to other duties.

Nothing in this Section shall prevent an employee from seeking treatment or taking a treatment leave more than one time in a year for in-patient treatment.

Section 12. Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, the Chief Administrative Services Officer, the Director of Human Resources, and such other officials as have a need to know. If the employee consents in writing, test results will be disclosed to an AFOA representative designed by the employee. Test results will not be disclosed externally except where required for disciplinary purposes or to defend against any grievances, unemployment or worker's compensation claims, or other litigation. All records in this regard will be kept and maintained in the office of the Director of Human Resources.

Section 13. Right to Contest

AFOA and/or the employee, with or without the AFOA, shall have the right to file a complaint directed to the Chief concerning any testing permitted by this Agreement.

The procedure for filing a Complaint under this Section shall be as follows:

- Step 1 Within five (5) business days of receipt by the employee of the testing results, the employee must file his written complaint with the Chief. The Chief shall have five (5) business days to respond in writing to the employee's Complaint.
- Step 2 If the Chief's written response does not satisfy the employee, he may appeal the Chief's decision to the Director of Human Resources by filing within five (5) business days of the receipt of the Chief's response, an appeal in writing with the Director of Human Resources. The Director of Human Resources shall hold a hearing on the appeal within five (5) business days of receipt of the appeal. The Director of Human Resources shall then issue a written opinion within five (5) business days of the date of the hearing.

ARTICLE 14

Term of Agreement

This Agreement shall be in full force and effect until, and continue in effect thereafter until the City, by Resolution of the City Council, renegotiates or terminates same.

ARTICLE 15

Savings Clause

If any term or provision of the 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 Employer'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 term or provision cannot be amended to be applied and valid under such law. In addition, if any term or provision of the 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 16

Employee/Management Committee

In the event an issue or dispute cannot be resolved within the confines of the Fire Department or is outside the scope of internal resolution, a joint Committee shall be established, such Committee to be composed of a maximum of three (3) representatives each for both AFOA and the City, with these representatives to be selected and designated by AFOA and the Director of Human Resources or designee respectively.

The Committee shall meet at such times as may be mutually agreed upon; but, in any event, at least once annually. The purpose of said meeting(s) shall be to discuss and attempt to resolve any problems relating to department procedures, interpretation of this agreement, or other issues of common interest to the parties; thus reinforcing the climate of mutual understanding and respect. Whenever AFOA or the City desires such a meeting it shall submit a written agenda at least one week in advance to the other party setting forth the proposed subject matter(s) to be discussed as well as a proposed date, time and location. AFOA representatives shall be granted time off with pay to attend these meetings. When warranted, the City shall respond to AFOA in writing, with a timeframe being set at the conclusion of said meeting.

ARTICLE 17

Non-Discrimination

The provisions of this Agreement shall be applied equally to all Officers without discrimination as to race, color, religion, sex, national origin, ancestry, political affiliation, age, marital status, non-merit factors, or physical or mental handicap unrelated to ability.

Affirmative Action

Further, the City and AFOA confirm and agree to the affirmation of the City of Aurora Affirmative Action Plan/Policy, as may be amended from time to time. Such policy is attached hereto and made a part hereof as Appendix C.

ARTICLE 18

VEMA-115 Trust

The parties agree that effective January 1, 2019, the City shall replace the current participate in a Post-Employment Health Plan (VEMA) with a 115 Trust Account for individuals covered by this agreement. To implement the Plan, the City is authorized to contribute an amount equal to \$1250 annually on behalf of each member covered under this agreement to the plan trusted in accordance with the Plan document and applicable participation agreement. ~~Effective January 1, 2013, Upon~~ separation, the City shall contribute to the 115 Trust Account VEMA, as an employer contribution, a net severance payment equivalent to the negotiated percentage of the severance pay as determined pursuant to Art. X, Sec. A and as set forth in the chart below, less any voluntary direct employee contribution to the City's regular health/dental plan. If applicable, the City shall make the net severance payment to the VEMA-115 Trust Account in lieu of making a compensation payment to the employee. In addition, the employee shall be responsible for paying the cost of the applicable annual administrative fee to the 115 Trust Account VEMA. The parties agree to meet during the term of this agreement to discuss other elements of the plan that may arise. The City's employer contribution to the 115 Trust Account VEMA will be no greater than what the City would have paid in salary cost if the 115 Trust Account VEMA had not existed.

The employee may elect to deduct the voluntary prepayment cost of the City's retiree health insurance plan from either their severance pay or final pay amount as calculated by the City. This deduction will be credited toward the voluntary prepayment cost of the retiree health insurance premiums.

Job Title	Percentage of Severance Pay Contributed to the VEMA
Captains	100%
Battalion Chiefs/Shift Commanders	100%
Assistant Chiefs/Fire Marshal	100%

- AFOA may conduct an annual vote (by group/rank) of percentage amount to be placed into the 115 plan during the first 15 days of November and notify the city of the percentage by*

November 20 of each year for the following year, otherwise the percentage will remain status quo for the upcoming year.

Per IRS 7.25.9.5, a new member to the plan has a one-time opportunity to opt out of participating in the plan. The employee will be given a 30 day period from the day of hire to make the decision which cannot be changed for any reason.

The City is the plan sponsor, but is not a licensed provider of VEMA plans. Final language regarding the administration of the plan will be subject to this provider review and any IRS Code interpretations thereof, and any amendments based on this review will need to be approved by all parties.

ARTICLE 19

Pension

The City agrees to treat as pensionable all income, which is allowable under state statute and the regulation of the Illinois Department of Insurance.

APPENDIX A

This Schedule, labeled APPENDIX A, is attached to and made a part of the Memorandum of Agreement executed on _____, ~~2015~~2018, by and between the City of Aurora and the AFOA.

Schedule of Base Annual Rates

The annual rates are established based upon a minimum percentage differential between the ranks in the Fire Department with Lieutenant's holidays added to the base Lieutenant pay.

A. Effective the first payroll paid for 20~~17~~14;

	<u>Rank Differential</u>
Assistant Chief	8%
Battalion Chief	8%
Fire Captain	16%
Fire Marshal*	*see below

Any employee appointed Fire Marshal from the rank of Battalion Chief will be placed at the Assistant Chief rank/rate of pay. If an employee is appointed from the rank of Captain, they will be placed at the Battalion Chief rank/rate of pay for one (1) year and will then be placed at the Assistant Chief rank/rate of pay.

~~Once appointed to the rank of Fire Marshal, the employee may be demoted by the Fire Chief to their rank originally held prior to the selection as Fire Marshal his former rank for failure to properly or adequately perform his duties or for other just cause. If the employee voluntarily vacates his position, he shall revert back to his last promoted position their rank originally held prior to the selection as Fire Marshal. There shall be nothing to prevent an appointed Fire Marshal from continuing to test for any rank above which he had previously attained. A Fire Marshal who's last promotion before his appointment was to the rank of Captain will be eligible to cover for a shift Captain.~~

B. Effective the first payroll paid for 2015:

Assistant Chief	8%
Battalion Chief	8%
Fire Captain	16%
Fire Marshal *see above	

C. Effective the first payroll paid for 2016:

Assistant Chief	8%
Battalion Chief	8%
Fire Captain	16%
Fire Marshal *see above	

Longevity

Upon completion of the listed number of years of service, an employee will receive the following percentage added to base pay to begin the first full payroll period beginning on or after his applicable anniversary date:

10 completed years		Total
15 completed years	(+.5%)	1.0%
20 completed years	(+.5%)	1.5%
		2.0%

25 completed years (+.5%) 2.5%

Optional Clothing and Gear Stipend

Optional Watch Cap
(as approved Baseball Cap
 Black Boots
 ~~Firefighter Jacket~~
 Cargo Shorts, Navy (Captains only)

IN WITNESS WHEREOF, the City of Aurora has caused this Memorandum to be signed by the Mayor and City Clerk; and the currently employed Assistant Chiefs, the Battalion Chiefs, Fire Marshal and Fire Captains of the Aurora Fire Department have delegated and authorized one Assistant Chief and one Fire Captain to sign on behalf of all, dated as of this ____ day of _____, 201.

FOR THE CITY OF AURORA

FOR THE ASSISTANT CHIEFS, THE
BATTALION CHIEFS, THE FIRE MARSHAL
AND FIRE CAPTAINS OF THE AURORA
FIRE DEPARTMENT

Mayor

City Clerk

Date

APPENDIX B

Retroactivity

This Appendix, marked APPENDIX B, is attached to and made a part of the Agreement between the City of Aurora and Management Personnel of the Fire Department.

It is understood and agreed to that all Articles of this Agreement are effective upon ratification of the Agreement, such to be retroactive to the first full payroll paid for 2014⁷.

In order to qualify for retroactive pay under the provisions of this Agreement, an employee must:

1. Be on the active payroll as of the date of ratification of this Agreement by the City Council;
or
2. Have retired from active service under the Illinois Fire Fighters Pension Code in effect for the covered Officer.

APPENDIX C

Equal Employment Opportunity

Purpose of Policy

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

Statement of Policy

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

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

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

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